

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHEs CITY COUNCIL MEETING**  
**OCTOBER 12, 2015**  
**5:30 P.M.**  
**A G E N D A**

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF SEPTEMBER 28, 2015**
5. **PROCLAMATIONS:**
  - #088 Morrow** Proclamation Declaring October 13, 2015 As "Paint the Town Purple Day" And October 12 Through 17, 2015 As "Homecoming Week" At Northwestern State University (**Yonna Pasch**)
  - #089 Nielsen** Proclamation Declaring October 24, 2015 As Food Day In the City Of Natchitoches (**Samantha Bonnette**)
  - #090 Stamey** Proclamation Honoring The 125<sup>th</sup> Anniversary Of The Founding Of the National Society Daughters Of The American Revolution (**Dr. Colleen Lancaster**)
  - #091 Nielsen** Proclamation Declaring October 18 Through October 24, 2015 As "Make A Difference Week" In The City Of Natchitoches
6. **ORDINANCE- FINAL:**
  - #049 Nielsen** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award the Bid For Liquid Chlorine For The Water Treatment Plant (**Bid No. 0573**)
7. **ORDINANCES- INTRODUCTION:**
  - #050 Stamey** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute An Act Of Exchange With **Trinity Baptist Church** Natchitoches, Louisiana, In Lot 14 Of Block 3 Of Martin Park And Adjacent Property, In Order To Acquire Property To Be Used In A Proposed Park Expansion, And Further Providing For Advertising Of The Act Of Exchange And Effective Date
  - #051 Morrow** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Lease With Option To Purchase For The Lease And Eventual Purchase Of Tract Located At 560 And 562 Second Street, From G. F. Thomas Investments, L.P., Et Al, Said Lease Providing For A Five Year Term With An Option To

Purchase At The End Of The Term, To Provide For Advertising,  
And A Savings Clause

8. **RESOLUTIONS:**

**#092 Morrow**

Resolution Approving A Utility Easement And Right Of Way For Placement Of Electrical Utilities Along The West Ten Feet Of Lot "C" Shown On A Survey At Map Slide 395A, Said Lot Located On The Northerly Right Of Way Of Louisiana Highway 3110, And Authorizing The Mayor To Execute the Utility Easement And Right Of Way On Behalf Of the City Of Natchitoches, Louisiana (**Braxton Land Company, L.L.C.**)

**#093 Stamey**

Resolution Approving A Utility Easement And Right Of Way For Placement Of Electrical Utilities Along The West Ten Feet Of A 2.896 Acre Tract Shown On A Survey At Map Slide 706A, Said Lot Located In The Natchitoches Industrial Park, And Authorizing The Mayor To Execute The Utility Easement And Right Of Way On Behalf Of The City Of Natchitoches, Louisiana (**Natchitoches Parish Communications District**)

**#094 Nielsen**

Resolution Approving A Drainage Easement And Right Of Way For Placement Of A Drain From Barclay Drive To Cane River Lake, Said Easement Being Along The North Twenty Feet Of A Tract Of Ground Owned By Bruce Stewart And Sarah Stewart, Said Lot Located East Of Barclay Drive And West Of Cane River Lake, And Authorizing The Mayor To Execute The Utility Easement And Right Of Way On Behalf Of The City Of Natchitoches, Louisiana

**#095 Stamey**

Resolution Authorizing The Mayor To Execute Change Order No. 1 To The Contract Between The City Of Natchitoches And T.L. Construction, LLC, For the 2015 City Streets Project (**Bid No. 0568**)

**#096 Nielsen**

Resolution Approving The Sublease Of A Lot In The Natchitoches Regional Airport From Cane River Aviation, Inc. To Air Data Solutions, L.L.C, Including An Authorization Of The Mayor To Execute An Instrument Approving The Sublease.

**MOTION TO ADD RESOLUTION NO. 097 OF 2015 TO THE AGENDA**

**#097 Nielsen**

Resolution Approving The Mayor To Execute A Purchase Agreement And Issue A Purchase Order For The Purchase Of Firefighter Equipment For The Natchitoches Fire Department

9. **ANNOUNCEMENTS:**

The next scheduled City Council meeting will be  
**October 26, 2015.**

10. **ADJOURNMENT:**

**NOTICE TO THE PUBLIC**

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL  
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,  
REGULAR MEETING HELD ON  
MONDAY, OCTOBER 12, 2015 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, October 12, 2015 at 5:30 p.m.

There were present:

Mayor Lee Posey  
Councilman David Stamey  
Councilman Dale Nielsen  
Councilwoman Sylvia Morrow

Guests: Northwestern State University Homecoming Court  
Members of the Daughters of the American Revolution  
Members of the Natchitoches Rotary Club

Absent: Councilman At Large Don Mims, Jr.  
Councilman Larry Payne

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Nielsen was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the September 28, 2015 meeting. Mr. Stamey moved that we dispense with the reading of the minutes and approval of same. Seconded by Ms. Morrow. The roll call vote was as follows:

<b>Ayes:</b>	<b>Nielsen, Stamey, Morrow</b>
<b>Nays:</b>	<b>None</b>
<b>Absent:</b>	<b>Payne, Mims</b>
<b>Abstain:</b>	<b>None</b>

Ms. Morrow presented Ms. Gilen Norwood with a proclamation for October being Head Start Awareness Month. Ms. Morrow stated the Mayor and the council appreciate the work of the area Head Starts. Ms. Norwood appreciated the Head Start being recognized tonight and stated the local entity has been around for 49 years. She stated we service over 300 students in Natchitoches and DeSoto Parish and strive to be successful. She invited everyone to their open house on Monday, October 25<sup>th</sup>. Feel free to stop by any of the centers in the parish through out to see the work being done to give these children the opportunity for an education.

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to -wit:

**RESOLUTION NO. 088 OF 2015**

**PROCLAMATION DECLARING OCTOBER 13, 2015 AS "PAINT THE TOWN PURPLE DAY" AND OCTOBER 12 THROUGH 17, 2015 AS "HOMECOMING WEEK" AT NORTHWESTERN STATE UNIVERSITY**

**WHEREAS**, Northwestern State University's 2015 Homecoming Festivities will feature some new attractions, this year's theme is "The NSU Homecoming Games" and will offer reunion events and student events such as the annual homecoming parade & pep rally as well as the NSU Alumni event, Rocking on the Riverbank Homecoming Festival featuring L.A. Roxx; and

**WHEREAS**, October 12 – 17, 2015 Northwestern State University will celebrate **Homecoming Week** and the City wishes to proclaim this as a time to generate school spirit throughout the City of Natchitoches and surrounding communities; and

**WHEREAS**, Tuesday, October 13<sup>th</sup> is **Paint the Town Purple Day** and the City of Natchitoches encourages all citizens, businesses and organizations to support Northwestern State University by displaying purple and white during Homecoming Week and to join in the celebrations of our distinguished university; and

**WHEREAS**, NSU President Dr. James Henderson, Head Football Coach Jay Thomas and all homecoming honorees would like city-wide support and attendance at day-long activities, pre-game and the homecoming football game, NSU versus Lamar University, on Saturday, October 17, 2015.

**NOW, THEREFORE, I**, Lee Posey, Mayor, and the City Council of the City of Natchitoches, do hereby proclaim the week of October 12 through 17, 2015 as:

**NORTHWESTERN STATE UNIVERSITY  
HOMECOMING WEEK**

And Tuesday, October 13, 2015 as:

**PAINT THE TOWN PURPLE DAY**

In the City and Parish of Natchitoches and urge all citizens to join in the celebration of our Northwestern State University football team in the Homecoming Game scheduled Saturday, October 17, 2015.

This Resolution was then presented for a vote, and the vote was recorded as follows:

**AYES: Nielsen, Stamey, Morrow**  
**NAYS: None**  
**ABSENT: Mims, Payne**  
**ABSTAIN: None**

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 3 Ayes to 0 Nays on this 12<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

Ms. Morrow presented the NSU Homecoming King and Queen with the proclamation declaring this week as Homecoming Week. This year's homecoming court is as follows: Brittany McConathy (Queen), Matthew Whitaker (King), Brooke Anderson, Charles Anderson, Sha'Destiny Blackshire, Anthony Cannata, Sharonda Collins, Brian Cook, Myranda Degraw, Sarah Gandy, Jamarius Williams, Terrell Gorham, Chantasia Grasty, Angel Greer, Emilie King, Demetri Hill, Constance Johnson, Christopher Juneau, John Pearce, Anthony Pham, Beau Russell and Regan Wild.

Brittany McConathy thanked the council and the community for their support in declaring this week as Homecoming Week. She stated NSU appreciated the community coming together to support the local university. Matthew Whitaker invited everyone to come out to participate in the events and share in the demon experience. Mayor Posey asked the Homecoming Court to introduce themselves and share with the audience where they were from and their current major.

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to -wit:

**RESOLUTION NO. 089 OF 2015**

**PROCLAMATION DECLARING OCTOBER 24, 2015 AS FOOD DAY IN THE CITY OF NATCHITOCHEES**

**WHEREAS**, the health and well-being of our citizens is of primary concern for the City of Natchitoches; and

**WHEREAS**, promoting safer, healthier diets is a critical factor in improving citizens' overall health; and

**WHEREAS**, supporting sustainable family farms and local agriculture benefits the local economy; and

**WHEREAS**, expanding access to food and reducing hunger is of critical importance to aid those who live in food deserts;

**NOW, THEREFORE, BE IT RESOLVED**, that I, Lee Posey, Mayor, and the Natchitoches City Council, do hereby proclaim Saturday, October 24, 2015 as

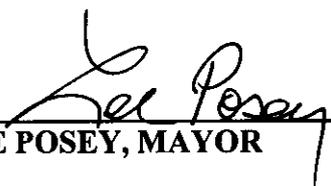
**FOOD DAY**

in the City of Natchitoches, and urge all citizens to participate in the activities planned hereforth.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Nielsen, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>Mims, Payne</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 3 Ayes to 0 Nays on this 12<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to -wit:

**RESOLUTION NO. 090 OF 2015**

**PROCLAMATION HONORING THE 125<sup>th</sup> ANNIVERSARY OF THE FOUNDING OF THE NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION**

**WHEREAS**, October 11, 2015, marks the 125<sup>th</sup> anniversary of the founding of the National Society Daughters of the American Revolution to honor the memory and the spirit of the men and women who achieved American independence; and

**WHEREAS**, nearly 1 million members have since fulfilled this vibrant service organization's mission to promote historic preservation, education and patriotism; and

**WHEREAS**, daughters are currently celebrating both their founding and their future by providing 10 million hours of service to America; and

**WHEREAS**, the St. Denis Chapter of the DAR was founded in February in the year 1935 to complete this important service work on the local level; and

**WHEREAS**, it is fitting and proper to accord official recognition to this vital organization and its memorable anniversary,

**NOW, THEREFORE, BE IT RESOLVED**, that I, Lee Posey, Mayor, and the Natchitoches City Council, do hereby honor:

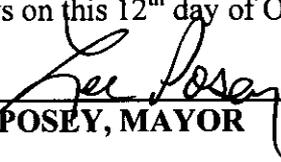
**THE DAUGHTERS OF THE AMERICAN REVOLUTION'S 125 YEARS OF SERVICE TO AMERICA**

**AND** ask our citizens to reaffirm the ideals of our nation's founders and to honor and respect the freedoms guaranteed to us through the Declaration of Independence and the United States Constitution.

This Resolution was then presented for a vote, and the vote was recorded as follows:

**AYES:** Nielsen, Stamey, Morrow  
**NAYS:** None  
**ABSENT:** Mims, Payne  
**ABSTAIN:** None

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 3 Ayes to 0 Nays on this 12<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

Mr. Stamey presented the proclamation to Dr. Colleen Lancaster and Mrs. Wanda St. Andre members of the local Daughter's of the American Revolution Chapter. Mrs. St. Andre expressed her gratitude to the council for honoring the 125<sup>th</sup> Anniversary of the National Society for the DAR. She stated the society was founded in 1890 with the Natchitoches Chapter having a special program on October 24<sup>th</sup>. Dr. Lancaster stated the patriotic tree the DAR chapter sets up each year will be on display at the Downtown City Bank from November 4<sup>th</sup> – November 24<sup>th</sup>. This year's Veterans' Day Program will be November 11<sup>th</sup> at 2:30 p.m. in the Veteran's Park. This year they will honor World War II veterans and invite the public to attend.

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to –wit:

**RESOLUTION NO. 091 OF 2015**

**A RESOLUTION DECLARING OCTOBER 18 THROUGH OCTOBER 24, 2015 AS “MAKE A DIFFERENCE WEEK” IN THE CITY OF NATCHITOCHEs**

**WHEREAS**, the Natchitoches Rotary Club is sponsoring “Make a Difference Week” in the City of Natchitoches during the week of October 18 – 24, 2015; and

**WHEREAS**, this week is designated to perform acts of kindness and service to make a difference in our community and to awaken people to the power of service and inspire all to make the spirit of serving others part of our daily lives; and

**WHEREAS**, this project is to help others in our community by “Putting Your Cares On Hold For One Day To Care For Someone Else”; and

**WHEREAS**, citizens are urged to participate in a volunteer project as we work together for the betterment of our community; and

**WHEREAS**, connecting with others and working together through volunteer service can bridge differences that separate people, and help solve serious social problems; and

**NOW THEREFORE**, I Lee Posey, Mayor of the City of Natchitoches do hereby proclaim October 18-24, 2015 as

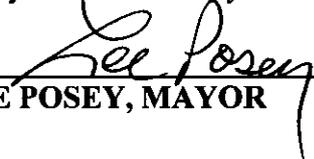
**“MAKE A DIFFERENCE WEEK”**

in the City of Natchitoches, and urge all citizens to participate and observe this day by connecting with friends, fellow employees, relatives, schools, and civic groups, to participate in volunteer projects that “Make a Difference” and benefit our community.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Nielsen, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>Mims, Payne</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 3 Ayes to 0 Nays on this 12<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

Mr. Nielsen presented Rotary Club President Kendal Perkins and member Adam Jonson with the Make a Difference Week proclamation. Mr. Perkins accepted the proclamation and stated there are so many benefits to having a heart for service. The Rotary Club is dedicated to service in our lives and in our community. We encourage folks to partner with the Rotary Club to promote the spirit of service and the transformative effect it can have in Natchitoches.

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to-wit:

**ORDINANCE NO. 049 OF 2015**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs TO AWARD THE BID FOR LIQUID CHLORINE FOR THE WATER TREATMENT PLANT (BID NO. 0573)**

**WHEREAS**, Resolution No. 072 of 2015 was passed by the Natchitoches City Council on August 24, 2015 authorizing the Mayor to advertise and open bids for liquid chlorine for the Water Treatment Plant, Bid No. 0573; and

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on August 29, September 5, and September 12, 2015 in accordance with law; and

**WHEREAS**, one bid proposal was received and opened as follows:

- (1) Brenntag Southwest, Inc.,  
Houston, TX..... \$644.00 per ton

**WHEREAS**, on September 22, 2015, the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, Councilman Don Mims, reviewed the bid received; and

**WHEREAS**, the above appointed committee members were unanimous in its decision to award the bid to the only bid received, **Brenntag Southwest, Inc.**, of Houston, TX in the amount of \$644.00 per ton.

**NOW, THEREFORE, BE IT ORDAINED** that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

**THIS ORDINANCE** was introduced on September 28, 2015 and published in the *Natchitoches Times* on October 1, 2015.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

**AYES: Nielsen, Stamey, Morrow**  
**NAYS: None**  
**ABSENT: Mims, Payne**  
**ABSTAIN: None**

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of 3 Ayes to 0 Nays this 12<sup>th</sup> day of October, 2015.

  
 \_\_\_\_\_  
**LEE POSEY, MAYOR**

  
 \_\_\_\_\_  
**DON MIMS, MAYOR PRO TEMPORE**

Delivered to the Mayor on the 13<sup>th</sup> day of October, 2015 at 10:00 A.M.



**CITY OF NATCHITOCHEES**  
**PURCHASING DEPARTMENT**

**September 22, 2015**

**Mayor Lee Posey**  
**City Hall**  
**Natchitoches, LA 71457**

**Dear Mayor Posey;**

**The appointed committee of Pat Jones, Edd Lee, Don Mims and Bryan Wimberly has reviewed two proposals for bid number 0573, for the purchase of 75 tons liquid chlorine.**

**The committee was unanimous in its decision to award the bid to the lowest bidder, Brenntag Southwest, Inc., Houston, TX, in the amount of \$644.00 per ton. This was the only bid received.**

**All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.**

**The committee requests ratification of this award at the next meeting of the City Council.**

**Very truly yours,**

**Pat Jones**  
**Director of Finance**

**Bryan Wimberly**  
**Director of Utilities**

**Edd Lee**  
**Director of Purchasing**

**Don Mims**  
**Councilman At Large**

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on October 12, 2015 as follows:

**ORDINANCE NO. 050 OF 2015**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE AN ACT OF EXCHANGE WITH TRINITY BAPTIST CHURCH NATCHITOCHEs, LOUISIANA, IN LOT 14 OF BLOCK 3 OF MARTIN PARK AND ADJACENT PROPERTY, IN ORDER TO ACQUIRE PROPERTY TO BE USED IN A PROPOSED PARK EXPANSION, AND FURTHER PROVIDING FOR ADVERTISING OF THE ACT OF EXCHANGE AND EFFECTIVE DATE.**

**WHEREAS**, the City of Natchitoches (sometimes hereinafter "City") is the owner of certain property described as Lots 11, 12, 13 and 14 of Block 3 of Martin Park, which property is currently used as a Fire Department substation and a City Park; and

**WHEREAS FURTHER**, Trinity Baptist Church Natchitoches, Louisiana (sometimes hereinafter "Trinity Baptist") is the owner of a tract of land that is situated and located to the South of the above described property of the City; and

**WHEREAS FURTHER**, the City has plans to expand the city park located on its above described property and is in need of additional ground for the expansion; and

**WHEREAS FURTHER**, Trinity Baptist has agreed to transfer a twenty-five (25) foot strip of ground to the City in exchange for a triangular tract of ground located on the East end of Lot 14 of Block 3 of Martin Park

**WHEREAS FURTHER**, the City has caused a survey to be prepared by Robert Lynn Davis (a copy of which is attached hereto) which said survey depicts the tract to be conveyed to Trinity Baptist as Tract "1" and the tract to be conveyed to the City as Tract "2"; and

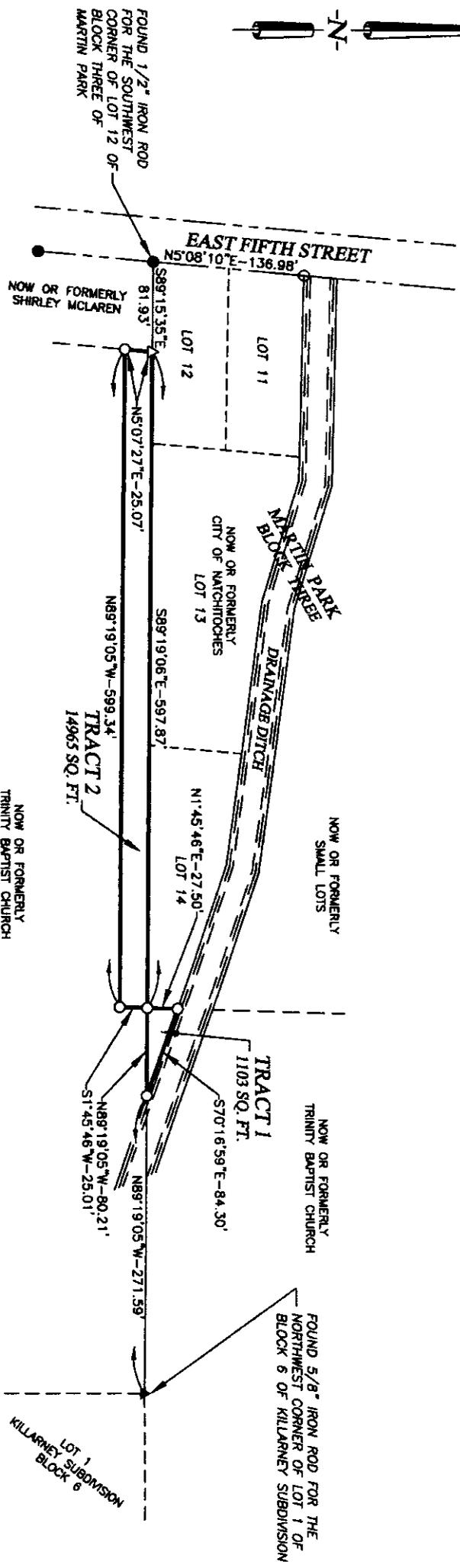
**WHEREAS FURTHER**, the City and Trinity Baptist have agreed to enter into an Act of Exchange by which the City will acquire title to Tract "2" and Trinity Baptist will acquire title to Tract "1"; and

**WHEREAS FURTHER**, the tract to be received by the City is significantly larger than the tract to be received by Trinity Baptist and to provide consideration for the difference in value, the City will pay the sum of \$8,000.00 to Trinity Baptist; and

**WHEREAS FURTHER**, the proposed Act of Exchange has been reviewed by the City Council, with the attached survey depicting the tract to be exchanged; and

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Natchitoches, in legal session convened does hereby approve the Act of Exchange with Trinity Baptist Church Natchitoches, Louisiana, under the terms and conditions set forth therein, and accordingly, the Mayor, Lee Posey, is hereby authorized and empowered to act on behalf of the City and execute the said Act of Exchange.

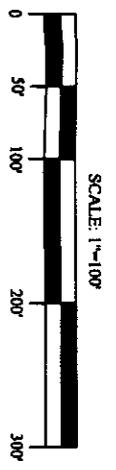
SURVEY SHOWING  
**TWO TRACTS OF LAND**  
 BEING A PORTION OF LOT 14 OF BLOCK 3 OF MARTIN PARK AND AN ADJACENT TRACT  
 LOCATED IN THE CITY OF NATCHITOCHEES  
 NATCHITOCHEES PARISH, LOUISIANA



**NOTES:**

1. BEARINGS ARE BASED ON RECORD BEARINGS AS SHOWN ON PLAT FOR THE CITY OF NATCHITOCHEES BY ROBERT LYNN DAVIS, P.L.S. DATED DECEMBER 20, 2013.
2. EXCEPT AS SPECIFICALLY SHOWN OR STATED ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING: UTILITY LOCATIONS, ZONING, RESTRICTIVE COVENANTS, SETBACKS, IMPROVEMENTS OR EASEMENTS.
3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR.
4. THIS SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.

- LEGEND:**
- = FND. 1/2" IRON ROD.
  - = SET 1/2" IRON ROD.
  - ▲ = FND. 5/8" IRON ROD.
  - △ = FND. 1/2" IRON PIPE.



I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY SUPERVISION AND IS IN ACCORDANCE WITH THE CURRENT APPLICABLE STANDARD OF PRACTICE FOR A CLASS 'C' SURVEY, AS REQUIRED BY THE LOUISIANA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS & LAND SURVEYORS, AND THAT NO ENCROACHMENTS WERE VISIBLE OTHER THAN THOSE SHOWN TO THE BEST OF MY KNOWLEDGE

ROBERT LYNN DAVIS, P.L.S. No. 4920  
 PROFESSIONAL LAND SURVEYOR

**PRELIMINARY**

THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, SALES, CONVEYANCE OR AS THE BASIS FOR THE ISSUANCE OF A PERMIT.

**APPROVED BY:**

- OWNER: \_\_\_\_\_
- OWNER: \_\_\_\_\_
- TAYLOR, CITY OF NATCHITOCHEES \_\_\_\_\_
- CHAIRMAN - PLANNING COMMISSION \_\_\_\_\_
- DIRECTOR OF UTILITIES \_\_\_\_\_
- DIRECTOR OF PUBLIC WORKS \_\_\_\_\_
- FIRE CHIEF \_\_\_\_\_

<b>CITY OF NATCHITOCHEES</b>	PROJECT No.	6815	<b>DAVIS SURVEYING &amp; MAPPING, L.L.C.</b> 926 THIRD STREET NATCHITOCHEES, LA 71457 PH. (318) 356-9050
	DRAWN BY	JRD	
	CHECKED BY	RLD	
	DATE	SEPTEMBER 24, 2015	

STATE OF LOUISIANA

PARISH OF NATCHITOCHEES

ACT OF EXCHANGE

BE IT KNOWN that this date, before the undersigned Notary Public, in and for the Parish of Natchitoches and in the presence of the undersigned competent witnesses, came and appeared:

*CITY OF NATCHITOCHEES, LOUISIANA*, a municipal corporation, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Mayor Lee Posey, duly authorized to act herein pursuant to Ordinance No. of 2015, a copy of which is attached hereto (hereinafter referred to as "City")

AND

**TRINITY BAPTIST CHURCH NATCHITOCHEES, LOUISIANA**, a Louisiana non-profit religious corporation, domiciled in the Parish of Natchitoches, with mailing address of 527 Howard Street, Natchitoches, Louisiana 71457, represented herein by \_\_\_\_\_, authorized to act on behalf of the Corporation pursuant to a Resolution adopted at a business meeting held

\_\_\_\_\_ (hereinafter referred to as "Trinity")

who did respectively state and declare as follows:

**WHEREAS,** City is the owner of the following described tract:

That certain tract of land, together with all buildings and improvements thereon, situated in the City of Natchitoches, Louisiana, and being shown and depicted as Tract "1" on a plat of survey by Robert Lynn Davis, entitled "Two Tracts of Land, Being a Portion of Lot 14 of Block 3 of Martin Park and an Adjacent Tract Located in the City of Natchitoches, Natchitoches Parish, Louisiana", and dated September 24, 2015, which said plat is recorded at Map Slide \_\_\_\_\_, and said Tract "2" being more fully described thereon as follows, to-wit:

Beginning at a found ½ inch iron rod for the Southwest corner of Lot 12 of Block 3 of Martin Park, thence South 89 degrees 15 minutes 35 seconds East a distance of 81.93 feet; thence South 89 degrees 19 minutes 6 seconds East a distance of 597.87 feet to the Point of Beginning of the tract herein described; thence from the Point of Beginning North 1 degree 45 minutes 46 seconds East a distance of 27.50 feet; thence South 70 degrees 16 mutes 59 seconds East a distance of 84.30 feet; thence North 89 degrees 19 minutes 5 seconds West a distance of 80.21 feet to the Point of Beginning, all as more fully shown on the above referenced survey by Davis.

**WHEREAS FURTHER,** Trinity is the owner of the following described tract:

That certain tract of land, together with all buildings and improvements thereon, situated in the City of Natchitoches, Louisiana, and being shown and depicted as

Tract "2" on a plat of survey by Robert Lynn Davis, entitled "Two Tracts of Land, Being a Portion of Lot 14 of Block 3 of Martin Park and an Adjacent Tract Located in the City of Natchitoches, Natchitoches Parish, Louisiana", and dated September 24, 2015, which said plat is recorded at Map Slide \_\_\_\_, and said Tract "2" being more fully described thereon as follows, to-wit:

Beginning at a found ½ inch iron rod for the Southwest corner of Lot 12 of Block 3 of Martin Park, thence South 89 degrees 15 minutes 35 seconds East a distance of 81.93 feet to the Point of Beginning of the tract herein described; thence from the Point of Beginning South 89 degrees 19 minutes 6 seconds East a distance of 597.87 feet; thence South 1 degrees 45 minutes 46 seconds West a distance of 25.01 feet; thence North 89 degrees 19 minutes 5 seconds West a distance of 599.34 feet; thence North 5 degrees 7 minutes 27 seconds East a distance of 25.07 feet to the Point of Beginning, all as more fully shown on the above referenced survey by Davis.

**NOW THEREFORE, City and Trinity** declare that they do, by these presents, make an exchange of properties on the express terms and conditions hereinafter set forth, as follows, to-wit:

Now, for and in consideration of the transfer to him as hereinafter set forth, **City** does hereby grant, bargain, assign, set over, transfer and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which he has or may have against all preceding owners and vendors unto **Trinity**, the immovable property described as follows:

That certain tract of land, together with all buildings and improvements thereon, situated in the City of Natchitoches, Louisiana, and being shown and depicted as Tract "1" on a plat of survey by Robert Lynn Davis, entitled "Two Tracts of Land, Being a Portion of Lot 14 of Block 3 of Martin Park and an Adjacent Tract Located in the City of Natchitoches, Natchitoches Parish, Louisiana", and dated September 24, 2015, which said plat is recorded at Map Slide \_\_\_\_, and said Tract "2" being more fully described thereon as follows, to-wit:

Beginning at a found ½ inch iron rod for the Southwest corner of Lot 12 of Block 3 of Martin Park, thence South 89 degrees 15 minutes 35 seconds East a distance of 81.93 feet; thence South 89 degrees 19 minutes 6 seconds East a distance of 597.87 feet to the Point of Beginning of the tract herein described; thence from the Point of Beginning North 1 degree 45 minutes 46 seconds East a distance of 27.50 feet; thence South 70 degrees 16 minutes 59 seconds East a distance of 84.30 feet; thence North 89 degrees 19 minutes 5 seconds West a distance of 80.21 feet to the Point of Beginning, all as more fully shown on the above referenced survey by Davis.

And now, for and in consideration of the transfer to him, as hereinabove set forth, the **Trinity** does hereby grant, bargain, assign, set over, transfer and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which he has or may have against all preceding owners and vendors, unto **City**, the immovable property described as follows:

That certain tract of land, together with all buildings and improvements thereon, situated in the City of Natchitoches, Louisiana, and being shown and depicted as Tract "2" on a plat of survey by Robert Lynn Davis, entitled "Two Tracts of Land, Being a Portion of Lot 14 of Block 3 of Martin Park and an Adjacent Tract Located in the City of Natchitoches, Natchitoches Parish, Louisiana", and dated September 24, 2015, which said plat is recorded at Map Slide \_\_\_\_\_, and said Tract "2" being more fully described thereon as follows, to-wit:

Beginning at a found 1/2 inch iron rod for the Southwest corner of Lot 12 of Block 3 of Martin Park, thence South 89 degrees 15 minutes 35 seconds East a distance of 81.93 feet to the Point of Beginning of the tract herein described; thence from the Point of Beginning South 89 degrees 19 minutes 6 seconds East a distance of 597.87 feet; thence South 1 degrees 45 minutes 46 seconds West a distance of 25.01 feet; thence North 89 degrees 19 minutes 5 seconds West a distance of 599.34 feet; thence North 5 degrees 7 minutes 27 seconds East a distance of 25.07 feet to the Point of Beginning, all as more fully shown on the above referenced survey by Davis.

**TO HAVE AND TO HOLD** the above described properties unto said parties, respectively, the one exchanger unto the other, their heirs, successors, and assigns forever.

It being the intent of the parties, that following this exchange, City will be the owner of Tract "2" as shown and depicted on the September 24, 2015, survey by Davis recorded at Map Slide \_\_\_\_\_ and Trinity will be the owner of Tract "1" as shown and depicted on the September 24, 2015, survey by Davis recorded at Map Slide \_\_\_\_\_

This Exchange is made and mutually accepted by the parties hereto. The parties agree and understand that the property received by the City has a greater value than the property received by Trinity Baptist, and that the City is paying the difference in values in cash in the amount of \$8,000.00, cash in hand paid, the receipt of which is hereby acknowledged.

This Exchange is made and mutually accepted by the parties hereto,

**THUS DONE AND PASSED** at my office in Natchitoches Parish, Louisiana, in the presence of \_\_\_\_\_ and \_\_\_\_\_, competent witnesses, and me, Notary Public, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:**

**City of Natchitoches**

\_\_\_\_\_

By: Mayor Lee Posey

\_\_\_\_\_

By: Trinity Baptist Church, Natchitoches, Louisiana

**NOTARY PUBLIC**

Print Name: \_\_\_\_\_  
Notary # \_\_\_\_\_

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on October 12, 2015 as follows:

**ORDINANCE NUMBER 051 OF 2015**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHEs, LEE POSEY, TO EXECUTE A LEASE WITH OPTION TO PURCHASE FOR THE LEASE AND EVENTUAL PURCHASE OF TRACT LOCATED AT 560 AND 562 SECOND STREET, FROM G. F. THOMAS INVESTMENTS, L.P., ET AL, SAID LEASE PROVIDING FOR A FIVE YEAR TERM WITH AN OPTION TO PURCHASE AT THE END OF THE TERM, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.**

**WHEREAS**, the Mayor of the City of Natchitoches, Lee Posey, has negotiated for the lease of that property located at 560 and 562 Second Street from the G. F. Thomas Investments, L.P., A & F Walker Limited Partnership and Mary Frances Garner (sometimes hereinafter collectively referred to as "Thomas"); and

**WHEREAS FURTHER**, the site is of importance to the City of Natchitoches (sometimes hereinafter "City") due to its location adjacent to and to the South of the Central Fire Station; and

**WHEREAS FURTHER**, the terms of the lease are for a five (5) year period with consideration of Fourth-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars for the first year of the lease, Fourth-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars for the second year of the lease, Fourth-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars for the third year of the lease, Fourth-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars for the fourth year of the lease, and Fourth-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars for the fifth year of the lease, together with an Option to Purchase the subject property at the end of the lease term for one Dollar and other valuable consideration being the rent payments made over the term of the lease, all as set forth in the attached Lease with Option to Purchase by and between the G. F. Thomas Investments, L.P., A & F Walker Limited Partnership and Mary Frances Garner and the City of Natchitoches;

**WHEREAS FURTHER**, the property has been appraised by Gregg Wilbanks, Louisiana State Certified General Real Estate Appraiser, as having a market value of Two Hundred Seventeen Thousand and Five Hundred and 00/100 (\$217,500.00) Dollars, which is the total consideration to be paid for the property under the terms of the Lease with Option to Purchase; and

**WHEREAS FURTHER**, the City will accept the property "as is", be responsible for taxes and insurance, provide for the maintenance of the building, and accept all other responsibilities set forth in the attached Lease with Option to Purchase; and

**WHEREAS FURTHER**, the proposed Lease with Option to Purchase has been reviewed by the City Council of the City of Natchitoches and the City Council approves same; and

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Natchitoches, in legal session convened that the proposed Lease with Option to Purchase by and between the G. F. Thomas Investments, L.P., A & F Walker Limited Partnership and Mary Frances Garner and the City of Natchitoches is hereby approved, under the terms and conditions set forth therein, and accordingly, the Mayor, Lee Posey, is hereby authorized and empowered to act on behalf of the City and execute the said Lease with Option to Purchase.

STATE OF LOUISIANA

PARISH OF NATCHITOCHE

LEASE WITH OPTION TO PURCHASE

BE IT KNOWN, that on this the \_\_\_\_\_ day of November, 2015, before me, the undersigned witnesses and Notary Public, personally came and appeared:

**G. F. Thomas Investments, L.P.**, a limited partnership organized under the laws of the state of Texas, authorized to do and doing business in the state of Louisiana, with its principle office in the state of Louisiana at 137 Trudeau Street, P.O. Box 232, Natchitoches, Louisiana 71457, represented herein by G. F. Thomas, Jr., its general partner;

**A & F Walker Limited Partnership**, a Texas limited partnership, duly registered with the Office of the Secretary of State of Louisiana as a foreign partnership, having a permanent mailing address of 415 Main Street, Minden, Louisiana 71055, appearing through its general partner, A & F Walker management, LLC, a Louisiana limited liability company, duly registered with the Office of the Secretary of State of Louisiana on October 19, 1999, appearing herein through its manager Thomas Andre Walker; and

AND

**Mary Frances Garner**, a \_\_\_\_\_ woman, dealing with her separate property herein, a resident of the Parish of \_\_\_\_\_, State of Louisiana, with mailing address for tax purposes of \_\_\_\_\_

(hereinafter sometimes collectively referred to as "LESSOR")

AND

**CITY OF NATCHITOCHE, LOUISIANA**, a municipal corporation, represented herein by Mayor Lee Posey pursuant to Ordinance Number \_\_\_\_ of 2015, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458

(hereinafter sometimes referred to as "LESSEE")

**ALL OF WHOM DECLARED AS FOLLOWS:**

I.

LESSOR does hereby lease, rent, and let unto the LESSEE, the following described property, to-wit:

That certain piece, parcel of plot of ground, together with all buildings and improvements located thereon, situated on the West side of Second Street in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 560 and 562 Second Street, having a front of 45 feet along Second Street, bounded on the South by property, now or formerly, of Cunningham, and North by property of the City of Natchitoches.

(Sometimes hereinafter "Leased Premises").

## II.

2.1 The term of this lease is for a period of five years, commencing on the 1st day of December, 2015, and continuing until the 30 day of November, 2020.

2.2 The rental payments may be made in annual installments due on the 1<sup>st</sup> day of December of each year, beginning on December 1, 2015. Annual rental payments shall be as follows: for the first year the sum of Forty-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars shall be paid on December 1, 2015, for the second year the sum of Forty-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars shall be paid on December 1, 2016, for the third year the sum of Forty-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars shall be paid on December 1, 2017, for the fourth year the sum of Forty-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars shall be paid on December 1, 2018, and for the fifth year the sum of Forty-Three Thousand Five Hundred and 00/100 (\$43,500.00) Dollars shall be paid on November 1, 2019.

## III.

3.1 The LESSEE shall use the premises for commercial, business purposes, and agrees not to carry on any activities on the property which is unlawful or in violation of any zoning ordinance, or any other laws, nor for any purpose that tends to injure or depreciate the property or create a nuisance.

3.2 The LESSEE shall have the responsibility to repair and maintain the premises, including the mechanical works (heating, cooling, electrical, plumbing, etc.).

3.3 Any improvements made by the LESSEE to the Leased Premises shall be the property of the LESSOR at the termination of the lease, provided that the option granted herein is not exercised.

3.4 The LESSEE will be responsible for all utility services on the premises, at its expense.

3.5 The LESSEE shall have the right to sub-lease the Leased Premises.

#### IV.

4.1 The LESSEE will be responsible for any and all liability and fire insurance coverage on the premises, at its expense. The LESSEE will be responsible for providing insurance on contents and equipment.

4.2 The LESSEE will also be responsible for all ad valorem taxes during the term of the lease.

4.3 The LESSEE will be responsible for repairs and maintenance of any kind to the premises.

#### V.

5.1 The LESSOR shall not be liable to the LESSEE, or to LESSEE's employees, invitees, visitors, or other persons on the premises with or without the permission of the LESSEE for any damage to person or property caused by any act, omission or neglect of LESSEE or any person acting under their direction, either express or implied, and LESSEE agrees to hold the LESSOR and their insurance carrier harmless from all claims for any such damage, whether the injury or damage occurs on or off the leased premises.

5.2 The LESSEE hereby assumes responsibility for the condition of the leased premises and the LESSOR shall not be liable for injury caused by any defect to the LESSEE or anyone on the premises who derives his right to be thereon from the LESSEE, or either of them, unless the LESSORS knew of or should have known of the defect or had received notice thereof and failed to remedy it within a reasonable time.

#### VI.

6.1 Failure to pay the monthly rental timely, or failure to comply with any of the terms and conditions of this lease shall be deemed a default of this lease, and if the default is not cured within fifteen (15) days after written demand by the LESSOR to LESSEE, the LESSOR may proceed to declare the lease in default and the entire amount of the rent for the five year term shall be immediately due and collectible at the option of the LESSOR. The LESSOR

reserve any and all rights that they might have under the law, including the right to sue for immediate eviction, rents, damages, reimbursements, costs, and reasonable attorney fees incurred.

6.2 This lease shall inure to the benefit of the heirs, successors, and assigns of the **LESSOR** and the **LESSEE**.

## VII.

### OPTION TO PURCHASE

7.1 Provided that the **LESSEE** is current in its payments of rent and further provided that the **LESSEE** has not violated any of the provisions of this lease, the **LESSEE** shall have the exclusive option, at any time during the term of this lease, to purchase the hereinabove described property under the following terms and conditions:

a) The sales price of the property shall be the sum of \$217,500.00, which is the sum of all rent payments made under the terms of the lease. Upon the execution of the option by the **LESSEE**, all lease payments previously made by the **LESSEE** shall be credited against the sales price.

b) The **LESSOR/SELLER** will convey good and merchantable title to the **LESSEE/BUYER**, free and clear of all encumbrances.

c) The ad valorem taxes (city and parish) for the calendar year will be assumed by the **LESSEE/BUYER**.

d) All expenses and costs for the passing of the act of sale, including attorney fees and recording costs will be paid by the **LESSEE/BUYER**.

e) The parties acknowledge that all buildings and improvements will be conveyed without warranty and "AS IS". As a material part of the consideration for the purchase, Seller and Buyer agree Buyer is taking the buildings and improvements "AS IS", "WHERE IS" and with all faults, with any and all latent and patent defects, and without representations or warranties of any kind, express or implied, or arising by operation of law, (not as to value, investment, profitability, uses, habitability, merchantability, fitness for any particular purposes).

7.2 In the event that the **LESSEE/BUYER** desires to avail itself of this right of option, it shall notify the **LESSOR/SELLER**, in writing, of its intention to exercise this

option, not later than thirty (30) days prior to the termination of the lease period, being November 1, 2020. If the option is properly exercised, the actual Act of Sale shall be passed not later than sixty (60) days from the date that the option is exercised.

**VIII.**

8.1 Any notice under this lease and option will be considered delivered, if hand delivered to any party, or if mailed by certified mail to the other party at the addresses given in the preamble to this lease, or such other address as may be later furnished by any party to the other.

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHEs**

**THUS DONE AND PASSED** in the presence of the undersigned Notary Public and subscribing witnesses on this the \_\_\_ day of \_\_\_\_\_, 2015, at \_\_\_\_\_, Louisiana.

**WITNESSES:**

**G. F. Thomas Investments, L.P.**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
**BY: G. F. Thomas, Jr.,**  
**General partner**

\_\_\_\_\_  
**Notary Public Signature**

Print Name: \_\_\_\_\_

Notary # \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on this the \_\_\_ day of \_\_\_\_\_, 2015, at \_\_\_\_\_, Louisiana.

WITNESSES:

**A & F Walker Limited Partnership**

\_\_\_\_\_

\_\_\_\_\_

**BY: A & F Walker management, LLC,  
Represented by Thomas Andre Walker  
Its manager**

\_\_\_\_\_

\_\_\_\_\_  
**Notary Public Signature**

Print Name: \_\_\_\_\_

Notary # \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on this the \_\_ day of \_\_\_\_\_, 2015, at \_\_\_\_\_, Louisiana.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

**BY: Mary Frances Garner**

\_\_\_\_\_

\_\_\_\_\_

**Notary Public Signature**

Print Name: \_\_\_\_\_

Notary # \_\_\_\_\_

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHEs**

**THUS DONE AND PASSED** in the presence of the undersigned Notary Public and subscribing witnesses on this \_\_ day of \_\_\_\_\_, 2015, at Natchitoches, Louisiana.

**WITNESSES:**

**CITY OF NATCHITOCHEs**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**by: Mayor Lee Posey**  
Lessee

\_\_\_\_\_

**Notary Public Signature**

Print Name: \_\_\_\_\_

Notary # \_\_\_\_\_

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Stamey as follows, to -wit:

**RESOLUTION NO. 092 OF 2015**

**RESOLUTION APPROVING A UTILITY EASEMENT AND RIGHT OF WAY FOR PLACEMENT OF ELECTRICAL UTILITIES ALONG THE WEST TEN FEET OF LOT "C" SHOWN ON A SURVEY AT MAP SLIDE 395A, SAID LOT LOCATED ON THE NORTHERLY RIGHT OF WAY OF LOUISIANA HIGHWAY 3110, AND AUTHORIZING THE MAYOR TO EXECUTE THE UTILITY EASEMENT AND RIGHT OF WAY ON BEHALF OF THE CITY OF NATCHITOCHEs, LOUISIANA**

**WHEREAS**, the City of Natchitoches has negotiated an easement and right of way across the West ten feet of Lot "C" as shown on a plat of survey recorded at Map Slide 395A, as well as a twenty foot construction easement, for the placement of an electrical utility line which will serve a tract of land to the North of Lot "C" owned by the Natchitoches Parish Communications District; and

**WHEREAS FURTHER**, in order to facilitate the utility service to the Natchitoches Parish Communications District, the owner of Lot "C", Braxton Land Company, LLC, has agreed to grant a easement and right of way to the City of Natchitoches; and

**WHEREAS FURTHER**, an Easement and Right of Way has been negotiated and drafted and a copy is attached hereto; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the best interest of the City of Natchitoches to enter into the Easement and Right of Way, and the Council desires to have the Easement and Right of Way executed on behalf of the City; and

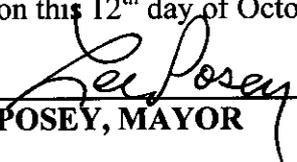
**NOW, THEREFORE, BE IT RESOLVED**, that the Natchitoches City Council, in legal session convened, does hereby approve of the attached Easement and Right of Way, and does further hereby authorize the Mayor to execute the Easement and Right of Way, on behalf of the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

**AYES: Nielsen, Stamey, Morrow**  
**NAYS: None**  
**ABSENT: Mims, Payne**  
**ABSTAIN: None**

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 3 Ayes to 0

Nays on this 12<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHES**

**UTILITY EASEMENT AND RIGHT OF WAY**

**KNOW ALL MEN BY THESE PRESENTS** that before the undersigned competent subscribing witnesses, at the places and on the dates hereinafter indicated, personally came and appeared:

**BRAXTON LAND COMPANY, L.L.C.**, a Louisiana limited liability company, domiciled in Natchitoches Parish, Louisiana, with mailing address of 300 St. Denis Street, Natchitoches, Louisiana 71457, represented herein by it's Manager, Calvin W. Braxton;

(hereinafter referred to as "**GRANTOR**")

who declared that it is the owner of certain property situated in the City and Parish of Natchitoches, Louisiana, being more fully described as follows, to-wit:

That certain tract, piece or parcel of land together with all buildings and improvements thereon situated, containing 6.027 acres, more or less, in the City and Parish of Natchitoches, State of Louisiana, being more particularly shown as Lot "C" on the attached plat of survey entitled "A Replat of Lots A & B of a Resubdivision of Lots 1-10 of Natchitoches South Subdivision, Block "B", and a Tract of Land Located in Sections 72, 73 & 74, T9N - R7W, in the City of Natchitoches, Natchitoches Parish, Louisiana", by Robert Lynn Davis, P.L.S., dated May 16, 2001, (the "Davis Plat") which said Davis Plat is a resurvey of Lots "A", "B" and "C" as shown on a plat of survey dated July 2, 1996, by Jack E. Farmer, P.L.S., entitled "Survey Showing a Resubdivision of Lots 1-10 of Natchitoches South Subdivision, Block "B" and a Tract of Land in Sections 72, 73 and 74, T9N, R7W, in the City of Natchitoches, Louisiana" (the "Farmer Plat"), which said Farmer Plat is duly recorded under Map Slide No. 395-A of the Records of Natchitoches Parish, Louisiana; said tract of land being more particularly described with reference to the Davis Plat as follows, to-wit:

In the City and Parish of Natchitoches, Louisiana, commence at a point where the North right of way line of Louisiana Highway #3110 (Hwy. 1 By-Pass) intersects the East right of way line of Industrial Drive, and from this commencement point proceed thence along the North right of way line of Louisiana Highway #3110 South 87 degrees 27 minutes 49 seconds East a distance of 637.50 feet to the Point of Beginning, which is the Southwest corner of Lot "C"; and from this Point of Beginning and the Southwest corner of Lot "C" proceed thence North 02 degrees 32 minutes 25 seconds East a distance of 600.00 feet to a point and corner, which is the Northwest corner of Lot "C"; and from said Northwest corner proceed thence South 87 degrees 24 minutes 45 seconds East a distance of 437.64 feet to a point and corner, which is the Northeast corner of Lot "C"; and from said Northeast corner proceed thence South 02 degrees 32 minutes 38 seconds West a distance of 599.79 feet to a point and corner on the North right of way line of Louisiana Highway #3110, which is the Southeast corner of Lot "C"; and from said Southeast corner proceed thence along the North right of way line of Louisiana Highway #3110 North 87 degrees 26 minutes 23 seconds West a distance of 437.60 feet to the Point of Beginning and the Southwest corner of Lot "C".

(sometimes hereinafter referred to as "**Grantor's Property**")

**GRANTOR** declares that for and in consideration of the desire of the **GRANTOR** to promote the welfare and safety of the City of Natchitoches and its citizens, and to improve utility service to the above described property, the **GRANTOR** does hereby convey unto:

**THE CITY OF NATCHITOCHEES**, a municipal corporation, operating under a home rule charter, and represented herein by Lee Posey, Mayor, with mailing address of Post Office Box 37, Natchitoches, Louisiana 71458-0037

(hereinafter referred to as "**GRANTEE**")

a ten foot right of way, servitude and easement over and across Grantor's Property, and more particularly, over and across the following described property, to wit:

The westernmost ten (10) feet of the above described Grantor's Property, the said 10 foot strip having a western line described property, to-wit:

Beginning at the Southwest corner of Lot C as shown on that survey recorded at Map Slide 395A; thence North 2 degrees 35 minutes 0 seconds East a distance of 600 feet;

**GRANTOR** further grants and conveys to the **GRANTEE** a twenty foot temporary construction easement across the Grantor's Property, and more particularly over and across the following described property, to-wit:

That twenty foot strip of ground lying adjacent to and to the East of the above described utility easement.

It is understood and agreed that this right of way , servitude and easement is for the purpose of allowing the City of Natchitoches to have access and rights of ingress and egress for the purpose of maintaining, constructing, repairing, and replacing electric power lines.

It is understood and agreed that the **GRANTEE** shall be liable to and agrees to indemnify and hold harmless **GRANTOR**, against any claims against owner for personal injury or wrongful death or property damages arising out of the installation of utilities, maintenance of right of way or use of right of way or by any negligent act, error or omission to act in the performance of any agent or employee of the **GRANTEE**.

It is understood and agreed that nothing in this easement and right of way shall restrict the **GRANTOR** from full use of the property affected by this easement and right of way provided that the use by the **GRANTOR** does not interfere with the use of the property as intended under this

easement and right of way.

The above-described easement does not convey any interest whatsoever in and to the oil, gas or other minerals in, on or under the above described land.

This easement is for the sole benefit of the City of Natchitoches and its successors, and may not be assigned to third parties.

**DONE AND PASSED** at my office in said Parish of Natchitoches, State of Louisiana, in the presence of \_\_\_\_\_ and \_\_\_\_\_, competent witnesses, and me, Notary Public, on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:** **BRAXTON LAND COMPANY, L.L.C.**

\_\_\_\_\_  
By: \_\_\_\_\_  
**CALVIN W. BRAXTON, Manager**

\_\_\_\_\_  
**NOTARY PUBLIC**

Print Name: \_\_\_\_\_  
Notary # \_\_\_\_\_

**STATE OF LOUISIANA**  
**PARISH OF NATCHITOCHEs**

**DONE AND PASSED** at my office in said Parish of Natchitoches, State of Louisiana, in the presence of \_\_\_\_\_ and \_\_\_\_\_, competent witnesses, and me, Notary Public, on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

**ATTEST:** **CITY OF NATCHITOCHEs,**  
**LOUISIANA**

*Stacy McCreary*  
By: *Lee Posey*  
**LEE POSEY, Mayor**

\_\_\_\_\_  
**NOTARY PUBLIC**

Print Name: \_\_\_\_\_  
Notary # \_\_\_\_\_

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to –wit:

**RESOLUTION NO. 093 OF 2015**

**RESOLUTION APPROVING A UTILITY EASEMENT AND RIGHT OF WAY FOR PLACEMENT OF ELECTRICAL UTILITIES ALONG THE WEST TEN FEET OF A 2.896 ACRE TRACT SHOWN ON A SURVEY AT MAP SLIDE 706A, SAID LOT LOCATED IN THE NATCHITOCHES INDUSTRIAL PARK, AND AUTHORIZING THE MAYOR TO EXECUTE THE UTILITY EASEMENT AND RIGHT OF WAY ON BEHALF OF THE CITY OF NATCHITOCHES, LOUISIANA**

**WHEREAS**, the City of Natchitoches has negotiated an easement and right of way across the West ten feet of a 2.896 acre tract as shown on a plat of survey recorded at Map Slide 706A, as well as a twenty foot construction easement, for the placement of an electrical utility line which will serve the 2.896 acre tract of land owned by the Natchitoches Parish Communications District; and

**WHEREAS FURTHER**, in order to facilitate the utility service to its tract, the Natchitoches Parish Communications District has agreed to grant a easement and right of way to the City of Natchitoches; and

**WHEREAS FURTHER**, an Easement and Right of Way has been negotiated and drafted and a copy is attached hereto; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the best interest of the City of Natchitoches to enter into the Easement and Right of Way, and the Council desires to have the Easement and Right of Way executed on behalf of the City; and

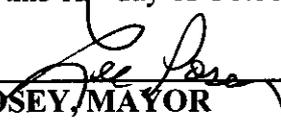
**NOW, THEREFORE, BE IT RESOLVED**, that the Natchitoches City Council, in legal session convened, does hereby approve of the attached Easement and Right of Way, and does further hereby authorize the Mayor to execute the Easement and Right of Way, on behalf of the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Nielsen, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>Mims, Payne</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 3 Ayes to 0

Nays on this 12<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

**CERTIFICATION ON BACK**

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to -wit:

**RESOLUTION NO. 093 OF 2015**

**RESOLUTION APPROVING A UTILITY EASEMENT AND RIGHT OF WAY FOR PLACEMENT OF ELECTRICAL UTILITIES ALONG THE WEST TEN FEET OF A 2.896 ACRE TRACT SHOWN ON A SURVEY AT MAP SLIDE 706A, SAID LOT LOCATED IN THE NATCHITOCHES INDUSTRIAL PARK, AND AUTHORIZING THE MAYOR TO EXECUTE THE UTILITY EASEMENT AND RIGHT OF WAY ON BEHALF OF THE CITY OF NATCHITOCHES, LOUISIANA**

**WHEREAS**, the City of Natchitoches has negotiated an easement and right of way across the West ten feet of a 2.896 acre tract as shown on a plat of survey recorded at Map Slide 706A, as well as a twenty foot construction easement, for the placement of an electrical utility line which will serve the 2.896 acre tract of land owned by the Natchitoches Parish Communications District; and

**WHEREAS FURTHER**, in order to facilitate the utility service to its tract, the Natchitoches Parish Communications District has agreed to grant a easement and right of way to the City of Natchitoches; and

**WHEREAS FURTHER**, an Easement and Right of Way has been negotiated and drafted and a copy is attached hereto; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the best interest of the City of Natchitoches to enter into the Easement and Right of Way, and the Council desires to have the Easement and Right of Way executed on behalf of the City; and

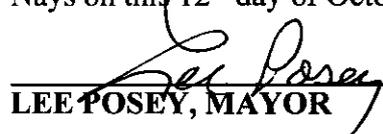
**NOW, THEREFORE, BE IT RESOLVED**, that the Natchitoches City Council, in legal session convened, does hereby approve of the attached Easement and Right of Way, and does further hereby authorize the Mayor to execute the Easement and Right of Way, on behalf of the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

**AYES: Nielsen, Stamey, Morrow**  
**NAYS: None**  
**ABSENT: Mims, Payne**  
**ABSTAIN: None**

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 3 Ayes to 0

Nays on this 12<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHEs**

**UTILITY EASEMENT AND RIGHT OF WAY**

**KNOW ALL MEN BY THESE PRESENTS** that before the undersigned competent subscribing witnesses, at the places and on the dates hereinafter indicated, personally came and appeared:

**NATCHITOCHEs PARISH COMMUNICATIONS DISTRICT**, a political subdivision of the State of Louisiana, having a mailing address of Post Office Box 1411, Natchitoches, Louisiana 71457, represented herein by Larry Atteridge, the duly authorized Chairman of its Board of Commissioners;

(hereinafter referred to as "**GRANTOR**")

who declared that it is the owner of certain property situated in the City and Parish of Natchitoches, Louisiana, being more fully described as follows, to-wit:

That certain piece or portion of ground containing 2.896 acres, more or less, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, easements and appurtenances thereunto belonging or in anywise appertaining, situated in the City and Parish of Natchitoches, State of Louisiana, shown on that certain survey by Robert Lynn Davis, RPLS, dated April 12, 2013, recorded under Registry No. 360234 in Map Slide 706A of the Records of Natchitoches Parish, Louisiana (the "Survey"), being more fully described with reference to the Survey as follows:

Commencing at a ½" iron rod found for the northeast corner of Lot B-1 of a replat of Lots A & B of a resubdivision of Lots 1-10 of Natchitoches South Subdivision, Block B, being the point of beginning, run North 2 degrees 43 minutes 17 seconds East - 215.34'; thence run North 87 degrees 25 minutes 11 seconds West - 70.87', thence run North 2 degrees 35 minutes 00 seconds East - 27.31'; thence run North 57 degrees 26 minutes 46 seconds East - 65.00'; thence run South 87 degrees 25 minutes 25 seconds East - 455.20'; thence run South 2 degrees 35 minutes 00 seconds East - 280.15'; thence run North 87 degrees 25 minutes 25 seconds West - 438.01', back to the point of beginning, containing 2.896 acres more or less.

**TOGETHER WITH:**

A predial servitude on, over and across that portion of Transferor's property adjacent to the above described property shown and labeled as "Existing 65' Wide Right of Way" on the Survey. The servitude herein granted is a predial servitude; (i) of passage to afford pedestrian and vehicular passage, way, access, ingress, egress, loading, unloading and truck parking from Industrial Drive to the above described property, and (ii) for the installation and maintenance of improvements related to utilities, including, without limitation, water control facilities, water lines, oil lines, gas lines, telephone lines, sewer lines, and lights and other lines for transmission and distribution of electric power and other utilities.

(sometimes hereinafter referred to as "**Grantor's Property**")

**GRANTOR** declares that for and in consideration of the desire of the **GRANTOR** to promote the welfare and safety of the City of Natchitoches and its citizens, and to provide for utility service to the above described property, the **GRANTOR** does hereby convey unto:

**THE CITY OF NATCHITOCHEs**, a municipal corporation, operating under a home rule charter, and represented herein by Lee Posey, Mayor, with mailing address of Post Office Box 37, Natchitoches, Louisiana 71458-0037

(hereinafter referred to as "**GRANTEE**")

a ten foot right of way, servitude and easement over and across Grantor's Property, and more particularly, over and across the following described property, to wit:

The western ten (10) feet right of way and servitude easement over and across Grantor's Property, and more particularly over and across the following described property, to-wit:

The western ten (10) feet of the above described Grantor's Property, the said 10 foot strip said to have a westerly and southerly boundary as follows:

Beginning at the Southwest corner of the above described Grantor's Property; thence North 2 degrees, 43 minutes, 17 seconds East, a distance of 215.34 feet; thence North 87 degrees 25 minutes 11 seconds West a distance of 70.87 feet; thence North 23 degrees 0 seconds East a distance of 2.31 feet.

**GRANTOR** further grants and conveys to the **GRANTEE** a twenty foot temporary construction easement across the Grantor's Property, and more particularly over and across the following described property, to-wit:

That twenty foot strip of ground lying adjacent to and to the East of the above described utility easement.

It is understood and agreed that this right of way , servitude and easement is for the purpose of allowing the City of Natchitoches to have access and rights of ingress and egress for the purpose of maintaining, constructing, repairing, and replacing electric power lines.

It is understood and agreed that the **GRANTEE** shall be liable to and agrees to indemnify and hold harmless **GRANTOR**, against any claims against owner for personal injury or wrongful death or property damages arising out of the installation of utilities, maintenance of right of way or use of right of way or by any negligent act, error or omission to act in the performance of any agent or employee of the **GRANTEE**.

It is understood and agreed that nothing in this easement and right of way shall restrict the **GRANTOR** from full use of the property affected by this easement and right of way provided that the use by the **GRANTOR** does not interfere with the use of the property as intended under this

easement and right of way.

The above-described easement does not convey any interest whatsoever in and to the oil, gas or other minerals in, on or under the above described land.

This easement is for the sole benefit of the City of Natchitoches and its successors, and may not be assigned to third parties.

**DONE AND PASSED** at my office in said Parish of Natchitoches, State of Louisiana, in the presence of Willis Carter and Bernice Wallace, competent witnesses, and me, Notary Public, on this the 4<sup>th</sup> day of November, 2015.

ATTEST:

**NATCHITOCHE PARISH  
COMMUNICATIONS DISTRICT**

[Signature]  
[Signature]

By: [Signature]  
**LARRY ATTERIDGE**  
Chairman, Board of Commissioners

[Signature]  
**NOTARY PUBLIC**

Print Name: Edd R. Lee

Notary # 15745

STATE OF LOUISIANA

PARISH OF NATCHITOCHE

**DONE AND PASSED** at my office in said Parish of Natchitoches, State of Louisiana, in the presence of Stacy McQueary and Hannah Wenninger, competent witnesses, and me, Notary Public, on this the 4<sup>th</sup> day of November, 2015.

ATTEST:

**CITY OF NATCHITOCHE,  
LOUISIANA**

[Signature]  
[Signature]

By: [Signature]  
**LEE POSEY, Mayor**

[Signature]  
**NOTARY PUBLIC**

Print Name: Edd R. Lee

Notary # 15745

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to -wit:

**RESOLUTION NO. 094 OF 2015**

**RESOLUTION APPROVING A DRAINAGE EASEMENT AND RIGHT OF WAY FOR PLACEMENT OF A DRAIN FROM BARCLAY DRIVE TO CANE RIVER LAKE, SAID EASEMENT BEING ALONG THE NORTH TWENTY FEET OF A TRACT OF GROUND OWNED BY BRUCE STEWART AND SARAH STEWART, SAID LOT LOCATED EAST OF BARCLAY DRIVE AND WEST OF CANE RIVER LAKE, AND AUTHORIZING THE MAYOR TO EXECUTE THE UTILITY EASEMENT AND RIGHT OF WAY ON BEHALF OF THE CITY OF NATCHITOCHEs, LOUISIANA**

**WHEREAS**, the City of Natchitoches has negotiated an easement and right of way across the North twenty feet of a tract of ground owned by Bruce Stewart and Sarah Stewart, as well as a five foot construction easement, for the placement of a drain which will improve drainage in the area along Barclay Drive; and

**WHEREAS FURTHER**, in order to facilitate the installation of the drain and in their desire to improve the drainage of the area in the vicinity of their property, Bruce Stewart and Sarah Stewart have agreed to grant a easement and right of way to the City of Natchitoches for the installation and maintenance of a drain; and

**WHEREAS FURTHER**, an Easement and Right of Way has been negotiated and drafted and a copy is attached hereto; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the best interest of the City of Natchitoches to enter into the Easement and Right of Way, and the Council desires to have the Easement and Right of Way executed on behalf of the City; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Natchitoches City Council, in legal session convened, does hereby approve of the attached Easement and Right of Way, and does further hereby authorize the Mayor to execute the Easement and Right of Way, on behalf of the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

**AYES: Nielsen, Stamey, Morrow**  
**NAYS: None**  
**ABSENT: Mims, Payne**  
**ABSTAIN: None**

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 3 Ayes to 0

Nays on this 12<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

**CERTIFICATION ON BACK**

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to -wit:

**RESOLUTION NO. 094 OF 2015**

**RESOLUTION APPROVING A DRAINAGE EASEMENT AND RIGHT OF WAY FOR PLACEMENT OF A DRAIN FROM BARCLAY DRIVE TO CANE RIVER LAKE, SAID EASEMENT BEING ALONG THE NORTH TWENTY FEET OF A TRACT OF GROUND OWNED BY BRUCE STEWART AND SARAH STEWART, SAID LOT LOCATED EAST OF BARCLAY DRIVE AND WEST OF CANE RIVER LAKE, AND AUTHORIZING THE MAYOR TO EXECUTE THE UTILITY EASEMENT AND RIGHT OF WAY ON BEHALF OF THE CITY OF NATCHITOCHES, LOUISIANA**

**WHEREAS**, the City of Natchitoches has negotiated an easement and right of way across the North twenty feet of a tract of ground owned by Bruce Stewart and Sarah Stewart, as well as a five foot construction easement, for the placement of a drain which will improve drainage in the area along Barclay Drive; and

**WHEREAS FURTHER**, in order to facilitate the installation of the drain and in their desire to improve the drainage of the area in the vicinity of their property, Bruce Stewart and Sarah Stewart have agreed to grant a easement and right of way to the City of Natchitoches for the installation and maintenance of a drain; and

**WHEREAS FURTHER**, an Easement and Right of Way has been negotiated and drafted and a copy is attached hereto; and

**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the best interest of the City of Natchitoches to enter into the Easement and Right of Way, and the Council desires to have the Easement and Right of Way executed on behalf of the City; and

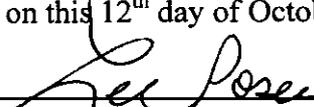
**NOW, THEREFORE, BE IT RESOLVED**, that the Natchitoches City Council, in legal session convened, does hereby approve of the attached Easement and Right of Way, and does further hereby authorize the Mayor to execute the Easement and Right of Way, on behalf of the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

**AYES: Nielsen, Stamey, Morrow**  
**NAYS: None**  
**ABSENT: Mims, Payne**  
**ABSTAIN: None**

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 3 Ayes to 0

Nays on this 12<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

**STATE OF LOUISIANA**

**PARISH OF NATCHITOCHES**

**DRAINAGE EASEMENT AND RIGHT OF WAY**

**KNOW ALL MEN BY THESE PRESENTS** that before the undersigned Notaries Public and competent subscribing witnesses, at the places and on the dates hereinafter indicated personally came and appeared:

**BRUCE STEWART** and **SARAH STEWART**, husband and wife, residents of Natchitoches Parish, Louisiana, with mailing address of 1529 Barclay Drive, Natchitoches, Louisiana 71457; (sometimes hereinafter sometimes referred to as "Stewart")

who declared that they are the owners of certain property situated and located in the City and Parish of Natchitoches, being more particularly described as follows:

That certain lot of ground, together with all buildings and improvements situated thereon, located in the City and Parish of Natchitoches, Louisiana, and being more particularly described as Lot 1 of Block "A" of H. J. Sudbury's Cane River Subdivision, as per Survey thereof made by Henry M. Hyams, dated January 29, 1946, and recorded in Conveyance Book 198, page 644 of the Records of Natchitoches Parish, Louisiana.

ALSO another lot of ground located just North of the property above described and which is further described as beginning at the Northwest corner of the lot above described, and run thence North 28 degrees 15 minutes East a distance of 31 feet, more or less to a division line between the property now or formerly owned by Harry Turpin and the H. J. Sudbury Cane River Subdivision, run thence South 60 degrees East a distance of 495.4 feet, more or less, to the West or right descending bank of Cane River Lake, run thence in a southerly direction along Cane River Lake a distance of 20 feet to the Northeast corner of the lot first above described as Lot 1 of Block "A" of the H. J. Sudbury's Cane River Subdivision; run thence North 60 degrees West 465.4 feet to the Point of Beginning. Said lot being bounded now or formerly on the North by property of Harry Turpin, on the South by the lot first hereinabove described, on the West by the property now or formerly owned by H. J. Sudbury, and on the East by Cane River Lake.

Being the same property acquired by Randy S. LaCaze from the Peoples Bank & Trust Company by deed dated September 9, 1985, recorded in Conveyance Book 410, page 631 of the Records of Natchitoches Parish, Louisiana.

Subject to a right-of-way in favor of the City of Natchitoches, Louisiana, recorded in Conveyance Book 273, page 450, of the Records of Natchitoches Parish, Louisiana.

This further being the same property acquired by Fred Cecil Fulton, Jr. and Pamela Sirman Fulton from Randy S. LaCaze, by deed dated January 27, 1987, recorded in Conveyance Book 423, page 816, the said Fred Cecil

Fulton, Jr. having acquired the community interest of Pamela Sirman Fulton by deed dated December 7, 1995, recorded in Conveyance Book 508, page 710 of the Records of Natchitoches Parish, Louisiana.

This property having a municipal address of 1529 Barclay Drive, Natchitoches, Louisiana 71457.

(sometimes hereinafter referred to as "**Grantor's Property**")

Stewart declares that for consideration of the City to maintain the easement, and for the desire of Stewart to promote the welfare and safety of the City of Natchitoches and its citizens, and desire of Stewart to improve drainage in the area, Stewart does hereby grant, give and convey unto:

**CITY OF NATCHITOCHES, LOUISIANA**, a municipal corporation, operating under a Home Rule Charter, domiciled in the City and Parish of Natchitoches, Louisiana, represented herein by Lee Posey, Mayor, under the authority of a resolution passed on the 12<sup>th</sup> day of October, 2015; (hereinafter referred to as "City")

a right of way, servitude and easement over and across property of Stewart, and more particularly, over and across the following described property, to-wit:

A twenty (20) foot strip of ground over and across the northernmost side of the Grantor's Property, beginning at the northernmost corner of the Grantor's Property and extending in a southeasterly direction to the easternmost corner of the Grantor's Property, said twenty foot right of way being shown and depicted in "red" on the attached sketch.

Stewart also grants a five (5) foot construction easement in favor of the City which said construction easement shall be situated to the South of the permanent easement described above, and more particularly, over and across the following described property, to-wit:

A five (5) foot strip of ground over and across the northern side of the Grantor's Property, being situated immediately to the South of the above described permanent easement and being shown and depicted in "green" on the attached sketch.

It is understood and agreed that the permanent drainage right of way and easement herein granted consists of one twenty (20) foot easement along the northern boundary of the tract of Stewart.

It is understood and agreed that the right of way, servitude and easement is for the purpose of allowing the City of Natchitoches and its assigns to have access and rights of ingress and egress for the purpose of constructing, maintaining, operating, and repairing a drainage culvert and discharge into Cane River Lake.

The above easement does not convey any interest whatsoever to the oil, gas and other minerals, in, on, or under in the above described property.

This easement is for the sole benefit of the City of Natchitoches, and may not be assigned to third parties.

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

IN WITNESS WHEREOF, BRUCE STEWART and SARAH STEWART have executed this right of way, servitude and easement in the presence of the undersigned witnesses on this the 6<sup>th</sup> day of November, 2015, at Natchitoches, Louisiana.

ATTEST:

Stacy McNeary  
Samuel Wainwright

Bruce Stewart  
Sarah Stewart  
BRUCE STEWART  
SARAH STEWART

Randall S. LaCaze  
NOTARY PUBLIC

Print Name: Randall S. LaCaze

Notary # 15730

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

IN WITNESS WHEREOF, the CITY OF NATCHITOCHEs, LOUISIANA, has accepted this right of way, servitude and easement in the presence of the undersigned witnesses on this the 6<sup>th</sup> day of November, 2015, at Natchitoches, Louisiana.

ATTEST:

Stacy McNeary  
Samuel Wainwright

CITY OF NATCHITOCHEs,  
LOUISIANA  
Lee Posey  
Mayor Lee Posey

Randall S. LaCaze  
NOTARY PUBLIC

Print Name: Randall S. LaCaze

Notary # 15730

BARCLAY DR.

1529  
BARCLAY

PROPERTY LINE

5' TEMPORARY CONSTRUCTION EASEMENT

20' ROW & DRAINAGE EASEMENT

LANE

CANE RIVER LAKE

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to –wit:

**RESOLUTION NO. 095 OF 2015**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF NATCHITOCHEES AND T. L. CONSTRUCTION, LLC, FOR THE 2015 CITY STREETS PROJECT**

**(BID NO. 0568)**

**WHEREAS**, the City of Natchitoches (CITY) awarded the bid to T L Construction, LLC., (CONTRACTOR) on June 22, 2015 by Ordinance No. 033 of 2015 in the amount of \$1,068,119.60 for the 2015 City Streets Project, (BID No. 0568); and,

**WHEREAS**, on October 7, CONTRACTOR issued Change Order No. 1, fully described in Attachment “A”; and

**WHEREAS**, the contract sum will be increase by this Change Order No. 1 in the amount of \$119,638.60 and the revised contract total will be \$1,187,758.20; and,

**WHEREAS**, the project engineer, Randal Smoak of Cothren, Graff, Smoak Engineers, has recommended this change order; and

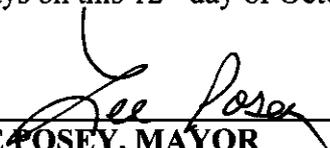
**WHEREAS**, the CITY is of the opinion that Change Order No. 1 is in the best interest of the CITY.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 1 to the agreement between the City of Natchitoches and the contractor, T.L. Construction, LLC.

This Resolution was then presented for a vote, and the vote was recorded as follows:

**AYES: Nielsen, Stamey, Morrow**  
**NAYS: None**  
**ABSENT: Mims, Payne**  
**ABSTAIN: None**

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 3 Ayes to 0 Nays on this 12<sup>th</sup> day of October, 2015.

  
\_\_\_\_\_  
**LEE POSEY, MAYOR**

Date of Issuance: October 7, 2015	Effective Date: October 7, 2015
Owner: City of Natchitoches	Owner's Contract No.:
Contractor: T L Construction, LLC	Contractor's Project No.:
Engineer: Cothren, Graff, Smoak Engineering, Inc.	Engineer's Project No.: 14.076
Project: 2015 City Streets Project	Contract Name:

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

Description: Changes to rehabilitation type and work scope.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 1,068,119.60</u>	Original Contract Times: Substantial Completion: <u>90</u> Ready for Final Payment: <u>135</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: <u>\$ N/A</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: <u>\$ 1,068,119.60</u>	Contract Times prior to this Change Order: Substantial Completion: <u>90</u> Ready for Final Payment: <u>135</u> days or dates
[Increase] [ <del>Decrease</del> ] of this Change Order: <u>\$ 119,638.60</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 1,187,758.20</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>90</u> Ready for Final Payment: <u>135</u> days or dates

RECOMMENDED: By: <u><i>K. Randall Smith</i></u> Engineer (if required) Title: <u>V.P.</u> Date: <u>10-14-15</u>	ACCEPTED: By: <u><i>Lee Poem</i></u> Owner (Authorized Signature) Title: <u>Mayor</u> Date: <u>10/29/15</u>	ACCEPTED: By: <u><i>T. J. ...</i></u> Contractor (Authorized Signature) Title: <u>President</u> Date: <u>10-19-15</u>
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Approved by Funding Agency (if applicable)  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

**CHANGE ORDER**  
**CHANGE ORDER 1 JUSTIFICATION**  
**2015 STREET PROJECT**  
**BID NO. 0688**

No.	Description	Bid Quantity	CO Changes in Quantity	Revised Contract Quantity	CO 1 Change Quantity	Quantity Change Justification	Unit Cost	Bid Cost	CO 1 Cost	Revised Contract Cost
<b>BASE BID</b>										
1	In Place Soft Cement Base (8" Thick)	18,976.00	4,500.00	23,476.00	4,500.00	Changes to rehabilitation type and work scope	SY \$ 10.75	203,992.00	\$ 48,375.00	252,367.00
2	Cold Plane Asphaltic Pavement	32,575	2,757	35,332	2,757	Changes to rehabilitation type and work scope	SY \$ 3.50	114,012.50	\$ 9,648.50	123,661.00
3	Asphaltic Pavement Patching (6" Thick)	1,358	(481)	877	(481)	Changes to rehabilitation type and work scope	SY \$ 50.00	\$ 67,900.00	\$ (24,050.00)	\$ 43,850.00
4	Asphaltic Pavement Patching (8" Thick)	670	(200.0)	470.0	(200.0)	Changes to rehabilitation type and work scope	LF \$ 62.00	\$ 41,720.00	\$ (12,600.00)	\$ 29,120.00
5	Seal Pavement Cracking	500	625	1,125	625	Adjust to As Built Quantities	SY \$ 5.00	\$ 2,500.00	\$ 3,125.00	\$ 5,625.00
6	Asphaltic Conc.	3,646	200	3,846	200	Changes to rehabilitation type and work scope	TN \$ 115.00	\$ 419,290.00	\$ 23,000.00	\$ 442,290.00
7	Install Storm Drain Pipe		50	50	50	Required to improve drainage away from roadway	LF \$ 40.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
<b>TOTAL CHANGE ORDER COST BASE BID</b>								\$ 927,304.50	\$ 49,499.50	\$ 976,804.00
<b>ALTERNATE 1 - Bird and North Melrose</b>										
1	Cold Plane Asphaltic Pavement	2,327	1,013	3,340	1,013	Changes to rehabilitation type and work scope	SY \$ 3.50	\$ 8,144.50	\$ 3,540.50	\$ 11,685.00
4	Asphaltic Conc.	557	104	661	104	Changes to rehabilitation type and work scope	TN \$ 115.00	\$ 64,055.00	\$ 11,985.00	\$ 76,040.00
<b>TOTAL CHANGE ORDER COST ALTERNATE 1</b>								\$ 82,599.50	\$ 15,525.50	\$ 98,125.00
<b>ALTERNATE 2 - Parkway</b>										
1	Cold Plane Asphaltic Pavement	4,511	(55)	4,456	(55)	Adjust to As Built Quantities	SY \$ 3.50	\$ 15,742.20	\$ (191.20)	\$ 15,551.00
2	Asphaltic Conc.	355.9	48.5	404.4	48.5	Adjust to As Built Quantities	TN \$ 115.00	\$ 46,528.50	\$ 5,567.20	\$ 52,095.70
<b>TOTAL CHANGE ORDER COST ALTERNATE 2</b>								\$ 58,215.60	\$ 5,391.00	\$ 63,606.60
<b>ALTERNATE 3 - South Drive to Rapides Drive Crossover</b>										
1	Scarf & Compact Base		340	340	340	Adjust to As Built Quantities	SY \$ 16.00	\$ 5,440.00	\$ 5,440.00	\$ 5,440.00
2	Aggregate Base		64.14	64.14	64.14	Adjust to As Built Quantities	CY \$ 140.00	\$ 8,979.60	\$ 8,979.60	\$ 8,979.60
3	Portland Cement Concrete (6" Thick)		328	328	328	Adjust to As Built Quantities	SY \$ 100.00	\$ 32,800.00	\$ 32,800.00	\$ 32,800.00
4	Storm Drain Pipe (15" RCP)		40	40	40	Required to allow drainage after adjusting street grade	LF \$ 50.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
<b>TOTAL CHANGE ORDER COST ALTERNATE 3</b>								\$ 49,219.60	\$ 49,219.60	\$ 49,219.60
<b>TOTAL</b>								\$ 1,068,119.60	\$ 119,638.60	\$ 1,187,758.20

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to –wit:

**RESOLUTION NO. 096 OF 2015**

**A RESOLUTION APPROVING THE SUBLEASE OF A LOT IN THE NATCHITOCHEs REGIONAL AIRPORT FROM CANE RIVER AVIATION, INC. TO AIR DATA SOLUTIONS, L.L.C, INCLUDING AN AUTHORIZATION OF THE MAYOR TO EXECUTE AN INSTRUMENT APPROVING THE SUBLEASE.**

**WHEREAS**, the City of Natchitoches has previously entered into a lease with Cane River Aviation, Inc. for the lease of Lot 8 in the Natchitoches Regional Airport, which said lease is effective as of September 16, 2015, and which was approved by Ordinance Number 42 of 2015, passed September 14, 2015; and

**WHEREAS FURTHER**, the lease is for a ten year period and the leased premises is described thereon as follows, to-wit:

A certain parcel of land, which is shown on the Natchitoches Regional Airport Lease Map, prepared by BBC Engineering, Inc., dated April 27, 2001, and shown thereon as follows, to-wit:

Lot 8 of Natchitoches Regional Airport as per the Airport Layout Plan, measuring 100 feet, North and South, by 75 feet, East and West, and containing 7,500 square feet in all.

**WHEREAS FURTHER**, Cane River Aviation, Inc., has negotiated a sublease to Air Data Solutions, L.L.C., and has requested that the City of Natchitoches approve the sublease; and

**WHEREAS**, the Airport Advisory Commission has approved the sublease to Data Solutions, L.L.C.;

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Natchitoches in legal session convened that the proposed sublease from Cane River Aviation, Inc., to Air Data Solutions, L.L.C., be approved and authorized, all in accordance with the recommendations of the Airport Advisory Commission, and

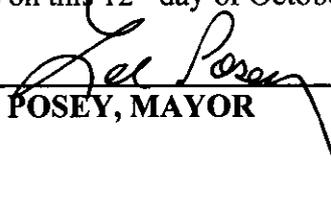
**BE IT FURTHER RESOLVED** that Lee Posey, Mayor of the City of Natchitoches, be and he is hereby authorized to execute the said sublease on behalf of the City, indicated the approval of the sublease, if he is so requested to do.

This Resolution was then presented for a vote, and the vote was recorded as follows:

<b>AYES:</b>	<b>Nielsen, Stamey, Morrow</b>
<b>NAYS:</b>	<b>None</b>
<b>ABSENT:</b>	<b>Mims, Payne</b>
<b>ABSTAIN:</b>	<b>None</b>

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 3 Ayes to 0

Nays on this 12<sup>th</sup> day of October, 2015.

  
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**LEE POSEY, MAYOR**

Resolution NO. 26 of 2015

**Resolution: Approving the Sub-lease between Cane River  
Aviation to Air Data Solutions, LLC**

WHEREAS, The Natchitoches Regional Airport Commission has discussed and approved a motion made to accept the sub-lease of lot 8 leased by Cane River Aviation (Jack McCain, Jr.) to Air Data Solutions, LLC (Mr. Don Cummins) on a year to year basis.

BE IT RESOLVED, that the Natchitoches Regional Airport Commission recommends that the Mayor and City Council approve the sub-lease from Cane River Aviation to Air Data Solutions, LLC.

THUS DONE AND SIGNED, this 21st day of September, 2015 as per agreement of the members of the Natchitoches Airport Commission at its regular monthly meeting held on, Monday, September 21, 2015.

Natchitoches Airport Commission



STANLEY SALTER,  
Chairman

**RESOLUTION NO. 097 OF 2015**

**RESOLUTION APPROVING THE MAYOR TO EXECUTE A  
PURCHASE AGREEMENT AND ISSUE A PURCHASE ORDER FOR  
THE PURCHASE OF FIREFIGHTER EQUIPMENT  
FOR THE NATCHITOCHEES FIRE DEPARTMENT**

**WHEREAS**, the federal government, through the Assistance to Firefighters Grants, provides funding to aid local governments for the purpose of fire protection to its citizens; and

**WHEREAS**, the City of Natchitoches desires to provide the utmost safety possible and effective Fire protection; and

**WHEREAS**, the provisions for the Assistance to Firefighters Grants allows the City of Natchitoches to apply for funding assistance for fire protection improvements with a grant for a total amount of \$317,700, with \$302,572 as the federal share and \$15,128 as the City share; and

**WHEREAS**, the City of Natchitoches, Louisiana submitted an application for a grant of Federal funds and the Federal Government has approved the grant with federal award number EMW-2014-FO-01425 for the purchase of firefighter turnout gear; and

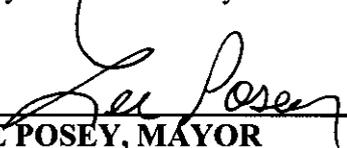
**WHEREAS FURTHER**, the City Council of the City of Natchitoches is of the opinion that it is in the best interest of the City to accept the Grant from the Assistance to Firefighters and does hereby authorize the Mayor to execute the Grant Application on behalf of the City of Natchitoches; and

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Natchitoches, in legal session convened, that Mayor Lee Posey, be and is hereby authorized, directed and empowered to accept the Grant from the Assistance to Firefighters Grant and to enter into and execute the Grant Application and all grant-related documents on behalf of the City of Natchitoches, Louisiana for the purchase of firefighter turnout gear.

This resolution was then presented for a vote, and the vote was recorded as follows:

**AYES: Nielsen, Stamey, Morrow**  
**NAYS: None**  
**ABSENT: Mims, Payne**  
**ABSTAIN: None**

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of 3 Ayes to 0 Nays on this 12<sup>th</sup> day of October, 2015.

  
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**LEE POSEY, MAYOR**

Michael Sesvold, with the Fire Department, stated they are very thankful to have received this grant and have the City's support. With this grant the department will be able to purchase personal protective gear including the breathing apparatus for our firefighters. We are looking forward to getting this equipment as it will be a great asset to our department.

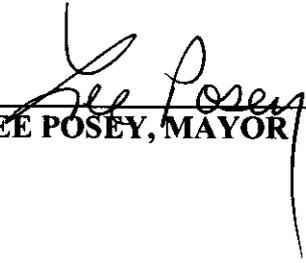
Mr. Stamey thanked the Police and Fire Departments for their participation in the recent National Night Out. Ms. Morrow stated she even had the NSU football and basketball teams stop by her location.

Ms. Morrow then expressed her dissatisfaction with the street overlay project stating no roads in her district were repaired. The Mayor stated Martin Luther King was repaired and is in her district. While that is the only street repaired in her district under the 2015 Street Overlay Project, the Mayor stated other streets in District 3 would be repaired in the future.

The next scheduled City Council meeting will be October 26, 2015.

With no further discussion, Mayor Posey made a motion for adjournment and all were in favor.

The meeting was adjourned at 6:29 p.m.

  
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LEE POSEY, MAYOR

  
\_\_\_\_\_  
DON MIMS, MAYOR PRO-TEMPORE