

CONTRACT FOR THE PURCHASE AND SALE OF REAL ESTATE

This contract is entered into the 18 day of March, 2024, between ~~Delta Bluff. LLC Asphalt Co., Inc.~~, a Mississippi Corporation, ("Purchaser"), Warren County Board of Supervisors and Mayor and Alderman of the City of Vicksburg, ("Sellers"), as follows:

The undersigned Sellers agree to sell, and the undersigned Purchaser agrees to buy, the herein described property on the terms and conditions herein stipulated.

(1) **DESCRIPTION:** See Exhibit A

(2) **PRICE:** The purchase price of the property is: \$125,000.00

BALANCE PAYABLE AS FOLLOWS: The Balance of \$125,000.00 to be paid at closing in the form of a certified check or cashier's check on or before 04/01/24 *GA*

(3) **PRORATION.** There are no amounts to be prorated as the property 04/20/24 is not taxed for 2024.

(4) **COMMISSION:** There is no real estate commission due or payable as a result of this transaction.

(5) **TITLE:** Sellers shall execute and deliver to Purchaser a Warranty Deed, sufficient to transfer a fee simple merchantable title to the above-described property. Purchaser may examine title at Purchaser's expense. If such examination of title should reveal defects which can be cured, Sellers hereby obligate themselves to cure same as expeditiously as possible at their expense. That the Sellers shall retain all mineral rights that it owns together with the right of ingress and egress to remove same.

(6) **SPECIAL LIENS AND CONTINGENCIES:** Special liens against the property shall be paid for by Sellers if any exist. The conveyance shall be subject to any existing easements for utilities and rights of way in favor of the Grantors.

(7) **POSSESSION:** Possession of the property is to be delivered to Purchaser on the closing date.

(8) **CLOSING:** The sale is to be closed on or before April 1, 2024, or as soon thereafter as merchantable title can be effected.

(9) **CLOSING COSTS:** Purchaser shall pay all closing costs.

(10) **CONDITION OF PROPERTY:** The property is being sold "as is, where is" and Purchaser shall have the opportunity to examine, inspect and survey the property, at its expense, prior to closing. Closing of this sale constitutes acceptance of the conditions of the property and Sellers shall have no further liability thereafter.

(11) *SELLER TO PROVIDE APPRAISAL.*

(11) **ATTORNEY FEES:** If it becomes necessary to ensure or enforce the performance of the conditions of this contract to employ an attorney then the defaulting party or parties agree to pay reasonable attorney fees and court costs therewith.

(12) **AGREEMENT COMPLETE.** This Contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties and cannot be changed except by their written mutual consent. Neither party shall be bound by any terms, conditions, oral statements, warranties or representations not herein contained.

(13) **ASSIGNMENT.** This Contract shall not be assignable by either party without consent of the other party.

(14) **TIME IS OF THE ESSENCE.** Time is of the essence as to all time periods and deadlines stated in this Contract, and delay in performance is not excused unless expressly excused in writing signed by all parties.

(15) **BREACH OF CONTRACT:** Specific performance is the essence of this contract. In the event of breach of this contract by Purchaser, Sellers may at their option (a) enter suit in any court of competent jurisdiction for damages for the said earnest money deposit, or (b) enter suit in any court of competent jurisdiction for specific performance. In the event of a breach of contract by Sellers, Purchaser at their option may either (a) cancel the contract or (b) enter suit for damages in any court competent of jurisdiction, or (c) enter suit for specific performance in any court of competent jurisdiction. If it becomes necessary to insure the performance of the conditions of this contract for either party to initiate litigation, then the losing party agrees to pay reasonable attorney's fees and court costs in connection herewith.

(16) **STATEMENT:** Each undersigned party to this transaction acknowledges that he/she has read and understands this contract, and hereby acknowledges receipt of a copy of this contract.

WITNESS OUR SIGNATURE(S) ON THE DATES SET FORTH BELOW:

SELLER(S): WARREN COUNTY

PURCHASER:

Kelle J. Barfield
Print: Kelle J. Barfield Date 3/12/24

GREGORY E. HAYES
Print: GREGORY E. HAYES Date 3-12-24

Print: _____ Date _____

ANDREW GAUGH
Print: ANDREW GAUGH Date 3-12-24

That part of Section 31, Township 16 North, Range 3 East, Warren County, Mississippi, described as follows, to-wit:

Begin at Vicksburg National Military Park Monument No. 379, which point of beginning lies North 17 Degrees 22 Minutes and 30 Seconds West 671.54 feet from the Southeast corner of Section 31, Township 16 North, Range 3 East and from said point of beginning run North 68 Degrees 19 Minutes West 238.86 feet to an iron pipe; run thence North 68 Degrees 19 Minutes West 133.96 feet to the Mississippi River; run thence in a northerly direction along the Eastern edge of said river, being the bank line thereof, the following courses and distances; North 11 Degrees 20 Minutes West 149.74 feet; North 17 Degrees 20 Minutes East 143.10 feet; North 14 Degrees 38 Minutes East 203.60 feet; North 26 Degrees 38 Minutes East 177.50 feet; North 11 Degrees 06 Minutes East 182.80 feet; North 08 Degrees 19 Minutes West 186.10 feet; North 15 Degrees 10 Minutes East 294.60 feet to the North line of the tract hereby conveyed; run thence North 87 Degrees 04 Minutes East 546.55 feet to an iron pipe; run thence South 10 Degrees 05 Minutes West 273.97 feet to a point; run thence South 79 Degrees 55 Minutes East 50 feet to a point on the West right of way line of U.S. Highway 61; run thence in a Southerly direction along the West right of way line of said U.S. Highway 61 the following distances; 184.2 feet; 112.40 feet; 272.34 feet; 34.3 feet; 62.84 feet; thence North 86 Degrees 50 Minutes West 25 feet, 134.11 feet, South 68 Degrees 39 Minutes and 30 Seconds East 25 feet, 42.23 feet; 75.10 feet and 64.41 feet to the North line of that property presently occupied by the Vicksburg National Military Park known as Louisiana Circle; leaving said Highway, run South 85 Degrees 56 Minutes West 295.09 feet to the Vicksburg National Military Park Monument No. 378; run thence South 17 Degrees 45 Minutes East 196.34 feet to the point of beginning, together with that certain easement or right of way extending from the North line of the property described hereinabove to the main right of way of Y & M V Railroad Company, said right of way having a width of 30 feet and being the right of way granted and reserved by the following Deeds:

- A. Deed dated October 17, 1891 in Book 89 at Page 14 of the Records of the Chancery Clerk's office of Warren County, Mississippi from Vicksburg Wharf & Land Company to Refuge Oil Mill Company, and
- B. Deed Dated October 2, 1941 and recorded in Book 222 at Page 368 of the Records of the Chancery Clerk's office of Warren County, Mississippi from The Refuge Cotton Oil Company to E.C. Johnson.

Together also with that certain easement or right of way for ingress and egress on, over and across that certain gravel road running from the South end of the property described hereinabove to U.S. Highway No. 61, the exact location of said road being shown by map or plat filed for record on December 30, 1946 and recorded in Deed Book 260 at Pages 202 and 203 of the Land Records of the Chancery Clerk's office of Warren County, Mississippi.

TOGETHER with all accretions, batture and riparian rights belonging or attached to the above described property and together with all buildings and improvements of every kind, character and nature located on the above described property.

ALSO those certain easements described in instrument executed by Martha Ker Brady Lum et al, dated March 28, 1959 and recorded in Book 350 at Page 382 of the Land Records of Warren County, Mississippi.

LESS AND EXCEPT from the above described property that part thereof conveyed by Merchants Realty Company to Marquette Cement Manufacturing Company by Deed dated March 18, 1959 and recorded in

Book 350 at page 323 of said Land Records. It is the intention to convey, however, all easements and other rights which Merchants Realty Company reserved in said Deed.

The property conveyed in fee simple hereby is also more particularly described as follows:

Begin at the Vicksburg National Military Park Monument No. 379, which point of beginning lies North 17 Degrees 22 Minutes 30 Seconds West 671.54 feet from the Southeast corner of Section 31, Township 16 North Range 3 East and from said point of beginning run North 68 Degrees 19 Minutes West 372.82 feet, run thence in a Northerly direction along the Mississippi River the following courses and distances, North 11 Degrees 20 Minutes West 149.74 feet, North 17 Degrees 20 Minutes East 143.10 feet, North 14 Degrees 38 Minutes East 203.60 feet, North 26 Degrees 38 Minutes East 177.5 feet, North 11 Degrees 06 Minutes East, 182.8 feet, North 08 Degrees 19 Minutes West 98.14 feet, thence run South 79 Degrees 55 Minutes East 552.92 feet to a point on the West right of way line of Washington Street, formerly U.S. Highway No. 61, run thence in a southerly direction along the West right of way line of Washington Street, formerly U.S. Highway No 61, the following distances 76.13 feet, 272.34 feet, 34.3 feet, 62.84 feet, thence North 86 Degrees 50 Minutes West 25 feet, 134.11 feet, South 68 Degrees 39 Minutes 30 Seconds East 25 feet, 43.23 feet, 75.10 feet and 64.41 feet to the North line of that property presently occupied by the Vicksburg National Military Park known as Louisiana Circle, leaving said Highway, run South 85 Degrees 56 Minutes West 295.09 feet to the Vicksburg National Military Park Monument No. 378, thence South 17 Degrees 45 Minutes East 196.94 feet to the point of beginning, said parcel of land containing 11.96 acres, more or less.