# **Donation Acceptance**

I/we, being desirous to contribute a donation to Panola County hereby donate the following:

Jim Reeves Memorial Site

This donation is to be used by Panola County, or if no purpose is indicated, the purpose shall be determined by the Commissioners' Court. All purposes must be in accordance with current laws governing such funds. The Panola County Commissioners' Court according to Local Gov't. Code, Section 81.032, must accept this donation.

I/we acknowledge that this is given as a donation and that I/we have not been promised any other benefit because of the donation, nor have I/we been induced or coerced in any way by any official or employee of Panola County. I/we further certify that this donation is given freely and voluntarily.

Date: July 16, 2024

Name of Donor

### **Jim Reeves Memorial Estate**

(Signed) SEE	WARRANTY DEED	ATTACHED	
Sworn to and subs	scribed before m	ne this ———	day of July, 2024.
Notary Public, Sta My Commission E		<del></del>	•

[Panola County Use Only]

This item was accepted/disapproved (strike one) at a meeting of the Panola County Commissioners' Court on this 16<sup>th</sup> day of July, 2024.

County Judge

Rodger G. McLane

## **General Warranty Gift Deed**

Date: Septenta 4, 2024

Grantor: Lani Thomas Arnold, Co-Trustee of the Mary White Reeves Residuary Trust

Linda Reeves Stem, Co-Trustee of the Mary White Reeves Residuary Trust

Brenda Joyce White, Co-Trustee of the Mary White Reeves Residuary Trust

## **Grantor's Mailing Address:**

Lani Thomas Arnold 9914 Loveland Court Shreveport, La. 71106

Linda Reeves Stem 330 Leigh Lane Stonewall, La. 71078

Brenda Joyce White 1422 East Amelia Street Orlando, Florida 32803

**Grantee:** Panola County, Texas

### **Grantee's Mailing Address:**

County of Panola 110 S. Sycamore, Room 216-A Carthage, Texas 75633

#### **Consideration:**

Grantor's intention to make a gift as a charitable contribution under applicable income tax laws and regulations.

## Property (including any improvements):

**FIRST TRACT:** All that certain land described as follows, being a part of a 160-acre tract of land, situated in the S.L. McPherson Survey, A-483, in Panola County, Texas, described by metes and bounds as follows, towit:

BEGINNING at the point of intersection of the North Boundary line of

said McPherson Survey and the Southeast boundary line of U.S. Highway No. 79;

THENCE along and with the North boundary line of said McPherson Survey N 84 deg. 06 min. E. 59.1 feet;

THENCE S 41 deg, 82min. E. 3052. feet;

THENCE S 48 deg. 32 min. W. 230 feet;

THENCE N 41 deg. 82 min. W. 396. feet, to a point in said Southeast boundary line of U.S. Highway No. 79;

THENCE along and with the Southeast Boundary line of said Highway N. 48 deg. 32 min. E. 181.9 feet to the place of BEGINNING and containing 1.77 acres of land.

And, being the same land described in that certain Warranty Deed dated August 4, 1964 and from Fred Whitaker to Mary White Reeves, recorded in Volume 472, Page 257 of the Ded Records of Panola County, Texas.

**SECOND TRACT:** All that certain tract or parcel of land, located on the J.S. Anderson Survey, and also being a part of the E.J. Langford homeplace; and described by metes and bounds as follows:

BEGINNING at a stake in the South line of Highway R.O.W. #79, same being the Northwest corner of Liberty Church lot, a twin gum marked X brs. South 75 East 9 feet:

THENCE with the Southwest line of said Church lot, South 41 Fast 50 vrs. a stake in the South line of the E.J. Langford tract, and the North line of the Jim Morgan tract;

THENCE, with the South line of the said Langford tract, South 81 West 91 vrs. a stake in Highway R.O.W. #79;

THENCE with said Highway R.O.W. #79, North 48 East 7 vrs. to the place of beginning, and containing 4/10th of an acre of land, more or less, and fully described in a Deed from C.C. Elders et ux to W.R. Eckardt, of record in Volume 274, Page 13, of the Deed Records of Panola County, Texas, and also being described in Deed from W. K. Ratley, et ux, to Artis W. Ratley et ux, of record in Volume 417, Page 325, of the Deed Records ,of Panola County, Texas, Said land being further described in Ded dated August 13, 1965, from Artis W. Ratley et ux, to Lovell E. Kelley.

And, being the same land described in that certain Warranty Deed dated November 2, 1965 from Lovell E. Kelley to Mary White Reeves, recorded in Volume 483, Page 7 of the Deed Records of Panola County, Texas.

The FIRST TRACT and SECOND TRACT above also being the same property conveyed by Mary Reeves Davis f/k/a Mary White Reeves, by and through Dr. William H. White, her conservator, to United Shows of America, Inc., by Warranty Deed of record in Volume 1038, page 208 of the Deed Records of Panola County, Texas; and being the same property conveyed by Michael .E Collins, Chapter 11 Trustee for United Shows of America, Ine, to Ames Davis, as Administrator C.T.A. of the Estate of Mary Reeves Davis, by Quitclaim Transfer and Assignment of record in Deed Records of Panola County at Volume 1983, page 373 of the Deeds of Panola County, Texas.

Further referenced in a Quitclaim Deed dated March 15, 2024 and filed in the Official Public Record of Panola County on April 23, 2024 from the Mary Reeves Davis Estate to the Grantors herein in their individual capacities as Co-Trustees of the Mary White Reeves Residuary Trust.

## **Reservations from Conveyance:**

In the event the body of James Travis (Jim) Reeves is legally disinterred and removed, then and in such event, the "First Tract" described as party of the Property will revert to Fred Whitaker, his heirs and assigns, as recorded in that certain Warranty Deed dated August 4, 1964 recorded in Volume 472, Page 257 of the Deed Records of Panola County, Texas.

In the event Grantee Panola County no longer maintain the site, and such repudiation is determined by a majority vote of the Commissioners Court, subject property shall revert to The Mary White Reeves Residuary Trust.

Grantee shall retain the property in its current condition and any material alterations shall be expressly prohibited without the express written consent of Trustees or their successors. Namely, the design and aesthetic presentation of such sidewalk and statue shall remain the same in design, appearance, and material quality and craftsmanship.

## **Exceptions to Conveyance and Warranty:**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns

against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee, and the Affected Property Owners, who are affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

When the context requires, singular nouns and pronouns include the plural.

Lani Thomas Arnold, Co-Trustee The Mary White Reeves Residuary Trust

Linda Reeves Stem, Co-Trustee The Mary White Reeves Residuary Trust

Brenda Joyce White, Co-Trustee The Mary White Reeves Residuary Trust against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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Linda Reeves Stem, Co-Trustee

The Mary White Reeves Residuary Trust

Brenda Joyce White, Co-Trustee The Mary White Reeves Residuary Trust against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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When the context requires, singular nouns and pronouns include the plural.

Lani Thomas Arnold, Co-Trustee The Mary White Reeves Residuary Trust

Linda Reeves Stem, Co-Trustee

The Mary White Reeves Residuary Trust

Brenda Joyce White, Co-Trustee

The Mary White Reeves Residuary Trust

STATE OF LOUISIANA	§	
PARISH OF <del>CADDO</del>	§ §	
This instrument was acknown Thomas Arnold as trustee of the N	owledg Iary W	ged before me on extender 5, 2024, by Lani hite Reeves Residuary Trust.
VIKKI PARKER  Notary Public  State of Louisiana  Notary ID # 85409  My Commission is for Life		Nøtary Public, State of Texas Courses My commission expires:
STATE OF TEXAS	§ §	
PARISH OF DESOTO	§	
This instrument was ackn Reeves Stem as trustee of the Ma	owledg ry Whit	ged before me on, 2024, by Linda te Reeves Residuary Trust.
		Notary Public, State of Texas  My commission expires:
STATE OF FLORIDA	§ § §	
COUNTY OF	§	
This instrument was ac Brenda White as trustee of the M	knowle ary Wh	edged before me on, 2024, by nite Reeves Residuary Trust.
		D. M. G CT
		Notary Public, State of Texas  My commission expires:

AFTER RECORDING RETURN TO: County of Panola C/O County Judge's Office 110 S. Sycamore, Room 216-A, Carthage, Texas 75633

STATE OF LOUISIANA	§ .
PARISH OF CADDO	§ § §
This instrument was ackn Thomas Arnold as trustee of the N	nowledged before me on, 2024, by Lani Mary White Reeves Residuary Trust.
	Notary Public, State of Texas My commission expires:
STATE OF T <del>EXAS</del> -LOVISIAUM PARISH OF <del>DESOTO</del> -CAPPO	' § §
	•
This instrument was ackn Reeves Stem as trustee of the Ma	nowledged before me on <u>Soptembleth</u> , 2024, by Lindary White Reeves Residuary Trust.
	Notary Public, State of Texas  My commission expires:  Andrew G. Taylor, Notary Publicaddo Parish, Levisiana  My Commission is for Life ## 702
STATE OF FLORIDA	§ My Commission is for Life TT / S § §
COUNTY OF	§
	knowledged before me on, 2024, by ary White Reeves Residuary Trust.
	Notary Public, State of Texas My commission expires:

AFTER RECORDING RETURN TO:

County of Panola C/O County Judge's Office 110 S. Sycamore, Room 216-A, Carthage, Texas 75633

STATE OF LOUISIANA	§	
PARISH OF CADDO	§ § §	
		dged before me on, 2024, by Lani White Reeves Residuary Trust.
		Notary Public, State of Texas My commission expires:
STATE OF TEXAS	§ §	
PARISH OF DESOTO	§	
This instrument was a Reeves Stem as trustee of the		lged before me on, 2024, by Linda ite Reeves Residuary Trust.
		Notary Public, State of Texas My commission expires:
STATE OF FLORIDA	§	
COUNTY OF Orange	§ § §	
This instrument was a Reeves Stem as trustee of the Brenda Joyce White	cknowled Mary Wh	dged before me on <u>September 10</u> , 2024, by <del>Linda</del> hite Reeves Residuary Trust. <i>Produced FLDL</i> W300-070-57-94
JORDAN BENBO Commission # HH 42 Expires November 15,	2529	Notary Public, State of Texas Flo-did My commission expires: 11/15/2022

AFTER RECORDING RETURN TO:

County of Panola C/O County Judge's Office 110 S. Sycamore, Room 216-A, Carthage, Texas 75633

GIFT Total Pages: 10 260346

## THE STATE OF TEXAS COUNTY OF PANOLA

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Panola County, Texas.

**260346 GIFT** 09/25/2024 03:29:43 PM

Bobbie Davis, County Clerk
Panola County, TX

White Walle Waller

Bobbie Davis, County Clerk
Panola County, TX

White Waller

Bobbie Davis, County Clerk
Panola County TX

White Waller

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