

## Exhibit C. Pointe Coupee Power Park Deed Report

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I. G. OLINDE  
CLERK OF COURT & RECORDER  
PARISH OF POINTE COUPEE

## DONATION OF USUFRUCT

STATE OF LOUISIANA,  
PARISH OF POINTE COUPEE.

BE IT KNOWN, that on this 25<sup>TH</sup> day of July, 1975, before me, Joseph P. Jewell, Jr., a Notary Public, duly commissioned and qualified in and for the Parish of Pointe Coupee, State of Louisiana and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

RICHARD S. GLYNN and Mrs. LUCILLE PRICE GLYNN, born Price, who declared that they are married to each other, residing together, domiciled in the Parish of Pointe Coupee, State of Louisiana, hereinafter designated as "donors", whose permanent mailing address is declared to be: Ventress, Louisiana, who declared that they have granted, given and donated and do by these presents grant, give, confirm and donate, inter vivos, unto:

(1) Mrs. BERNADETTE ST. ROMAIN SICARD, born St. Romain, widow of Eusebe J. Sicard, domiciled in the Parish of Pointe Coupee, State of Louisiana, whose permanent mailing address is declared to be: Ventress, Louisiana 70783,

and

(2) ROLAND CLINE and Mrs. GERTIE SICARD CLINE, born Sicard, who declared that they are married to each other, residing together, domiciled in the Parish of Pointe Coupee, State of Louisiana, whose permanent mailing address is declared to be: Ventress, Louisiana 70760, the said Mrs. Bernadette St. Romain Sicard, Roland Cline and Mrs. GERTIE SICARD CLINE, being hereinafter designated as "Donees," here present accepting for themselves, the following described property, to-wit:

The USUFRUCT of the following described property, to-wit:

A certain lot or parcel of land with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, Louisiana, in Section Sixteen (16), Township Four (4) South, Range Eleven (11) East, which lot or parcel of land has a front of one hundred ninety-two (192) feet on the right of way of the Public State Highway which runs along the public levee of the Mississippi River, (now known as La. State Highway No. 415), by a depth of two hundred eighty-eight (288) feet and a width of one hundred ninety-two (192) feet on its rear or western boundary line, said lot or parcel of land being bounded as follows: in front or East by said public highway right of way; on the North, West and South by remainder of the property of Richard S. Glynn, known as the Nina Plantation.

The usufruct herein granted shall be exclusively personal to the donees and will expire and terminate upon the death of the Donee, Mrs. Bernadette St. Romain Sicard, however, should the Donee Roland Cline be in the employ of Donors, or either of Donors, or in the employ of Donors' heir or heirs, at the time of the death of the said Mrs. Bernadette St. Romain Sicard, then and in that event this donation of usufruct shall continue in full force and effect as to the Donees, Roland Cline and his wife, Mrs. Gertie Sicard Cline, until the date upon which the said Roland Cline leaves <sup>said</sup> <sup>or same</sup> the employment/ is terminated for any reason other than the reason or reasons hereinbelow particularly and specially set forth.

Should the said Roland Cline retire from gainful occupation or employment or work while in the employ of Donors, or either of them, or while in the employ of Donors' heir or heirs, then in that event the said Roland Cline and his wife, Mrs. Gertie Sicard Cline, shall be entitled to the usufruct herein donated for the remainder of their natural lives. Upon the death of the survivor of Roland Cline and his wife, Mrs. Gertie Sicard Cline, the possession of the property upon which the usufruct is herein donated shall revert back to Donors, their heirs, successors or assigns, and this without any formality or putting in default.

In the event Donor Richard S. Glynn dies prior to the deaths of any of the Donees herein named, said Donees, shall have the lifetime usufruct of the property hereinabove described, regardless of the occurring of any of the contingencies or events above mentioned.

In the event of adverse crop market conditions on the plantations owned and operated by Donors or their heir or heirs, upon which said Roland Cline is presently employed, and because thereof it becomes necessary for Donors or their heir or heirs, to release or discharge said Roland Cline from their employments, the Donees Roland Cline and his wife Mrs. Gertie Sicard Cline, shall nevertheless be entitled to the donation of usufruct herein given to them.

Should the said Roland Cline die while in the employ of Donors, or in the employ of either of them, or in the employ of Donors' heir or heirs, then in that event the Donee, Mrs. Gertie Sicard Cline, shall be entitled to the usufruct of the above described property for the remainder of her

natural life, until her death or re-marriage, whichever occurs first; that upon the death or re-marriage of said Mrs. Gertie Sicard Cline this donation shall terminate and this without any demand or formal putting in default, whereupon donors, their heirs or assigns shall immediately take possession of the above described property.

TO HAVE AND TO HOLD the said right of usufruct herein donated unto the Donees for the remainder of their natural lives, in accordance with the above, and the hereinafter mentioned terms, conditions, and stipulations.

The Donors declare that this donation is made to Donees in consideration of the fact that the late husband of the Donee, Mrs. Bernadette St. Romain Sicard, viz: Eusebe J. Sicard, was in the employ of Donors for many years and rendered good and faithful services to Donors, and also in consideration of the fact that the Donee, Roland Cline, has been in Donors' employ for many years and is still in their employ on their plantation in Pointe Coupee Parish, Louisiana.

THIS DONATION OF USUFRUCT IS MADE AND ACCEPTED BY THE PARTIES HERETO IN ACCORDANCE WITH THE FOLLOWING TERMS, CONDITIONS, STIPULATIONS AND AGREEMENTS, IN ADDITION TO THOSE HEREINABOVE SET FORTH:

1. The property hereinabove described shall not be used for any commercial purposes, but exclusively as a personal residence occupied exclusively by Donees.
2. The Donees are dispensed from having to furnish security and from taking inventory.
3. The Donees may not lease, let or rent the above described property, nor any part thereof, to others without first obtaining the written consent of Donors thereto.
4. Donees agree to take good care of the house and other improvements on the above described realty and they shall be obligated to keep said house in proper upkeep and repair at all times at their own expense and without cost to donors.
5. Donees shall not be required to take out and maintain fire or extended coverage insurance on the said house, nor shall donors be required to take out and keep in force any such fire or extended insurance on said house, and donors shall be relieved of all liability in event of damages of said house by fire or other casualty beyond the control of donors.

Should the dwelling house on the above described property be destroyed in whole or in part by fire or other calamity beyond control of Donors, heirs or assigns, there will be no obligation on part of Donors, heirs or assigns, to re-build or repair said damages, but should Donees, or any of them, desire to re-build or repair such damages such re-building and repairs shall be done by Donees, or either of them, at their sole cost and expense and without cost or expense to Donors heirs or assigns.

6. With further reference to insurance on the dwelling on the above described premises, Donors, their heir or assigns may at their option insure said dwelling against all hazards, including fire, windstorm, extended coverage, etc., in which case Lessors, heirs or assigns shall be responsible for payment of the premiums of such insurance. In event of loss, in whole or part, of said dwelling while so insured, Lessors, heirs or assigns agree they will use the proceeds of said insurance to rebuild or repair said damages caused by fire or other hazards covered by said insurance, but Lessors, heirs or assigns shall not be liable in such case or cases beyond the amounts paid by the insurer.

7. Donees or any of them may, at their own option, should they elect to do so, also take out insurance coverage on said dwelling in lieu of or in addition to the insurance Lessors may elect to obtain on said dwelling, and in event of any loss, Donees agree that the proceeds of such insurance shall be used to rebuild or repair the damages caused by fire or other hazards covered by the insurance Donees may take out on said dwelling, to the extent of the amounts paid by the insurer.

8. Upon the death of the survivor of the Donees, while occupying the above described premises in accordance with the conditions and stipulations hereinabove set forth, this donation of usufruct will ipso facto and without any demand or putting in default shall terminate, whereupon Donors, heirs or assigns shall be entitled to immediate possession of the above described property.

9. Any failure on the part of Donees to comply with any of the requirements, or meet the conditions, agreements, and stipulations hereinabove set forth, imposed on Donees, or any of them, shall ipso facto and without any demand or putting into default cause this donation of usufruct to become immediately terminated, whereupon Donors, their heirs or assigns shall be entitled to immediate possession of the above described property.

10. All parties hereto mutually agree that the Donation of Usufruct by and among the parties to the present act and the late Eusebe J. Sicard, husband of appearer Bernadette St. Romain Sicard, dated January 28, 1969, recorded under Entry No. 164 of Book 82 of the conveyance records of Pointe Coupee Parish, Louisiana, be and the said donation of usufruct is hereby cancelled and terminated and shall no longer remain in effect, same being superceded and replaced in entirety by the present act of donation of usufruct.

The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisiana is hereby dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been paid, as appears from the certificate hereto annexed.

THUS DONE, READ AND PASSED at my office in the Town of New Roads, parish and state aforesaid in the presence of Claire Bizette and Barbara R. Major, competent witnesses who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES:

Claire Bizette

Barbara R. Major

Richard S. Glynn  
Richard S. Glynn

Mrs. Lucille Price Glynn  
Mrs. Lucille Price Glynn

(DONORS)

Bernadette S. Sicard  
Bernadette S. Sicard

Roland Cline  
Roland Cline

Mrs. Gertie Sicard Cline  
Mrs. Gertie Sicard Cline

(DONEES)

Joseph P. Jewell, Jr.  
NOTARY PUBLIC  
(Joseph P. Jewell, Jr.)

TRULY RECORDED August 4, 1975, I. G. Olinde, Clerk

SUCCESSION : NUMBER 22,822 PROBATE  
 OF : 18TH JUDICIAL DISTRICT COURT  
 : PARISH OF POINTE COUPEE  
 LUCILLE PRICE GLYNN : STATE OF LOUISIANA

JUDGMENT OF POSSESSION

Considering the petition for possession, the last will and testament of the decedent, the record of this proceeding, the inheritance tax return and the receipt and acknowledgment of the inheritance tax collector, it appearing that the decedent, Lucille Price Glynn, born Price, died on December 7, 1986 and that all inheritance taxes due the State of Louisiana herein have been paid, the law and the evidence being in favor thereof for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that Phyllis Lucille Olinde Gerald be and she is hereby recognized as a particular legatee of the decedent under the terms of her last will and testament and, as such, the owner and sent into possession of the following described property, to-wit:

All of the decedent's one-half interest in and to the following movable property:

1. One (1) 36 diamond bracelet.
2. One (1) 10 diamond gold necklace.
3. One (1) gold three diamond ring.
4. One (1) 25 diamond and blue pin.
5. One (1) 22-inch pearl necklace.
6. One (1) 1 pair diamond earrings.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Donna Glynette Olinde Stacy be and she is hereby recognized as a particular legatee of the decedent under the terms of her last will and testament and, as such, the owner and sent into possession of the following described property, to-wit:

All of the decedent's one-half interest in and to the following movable property:

1. One (1) 5 diamond antique bracelet.
2. One (1) 7 diamond cross.
3. One (1) diamond solitaire ring.
4. One (1) 10 diamond watch.
5. One (1) 16-inch pearl necklace.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Levidia Catherine Parker be and she is hereby recognized as a particular legatee of the decedent under the terms of her last will and testament and, as such, the

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owner and sent into possession of the cash sum of Three Thousand And No/100 (\$3,000.00) Dollars out of the estate of the decedent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Richard S. Glynn, be and he is hereby recognized as the surviving spouse in community with the decedent, Lucille Price Glynn, and, as such, the owner and sent into possession of an undivided one-half (1/2) interest in and to all property belonging to the community of acquets and gains existing between him and the decedent, and to the usufruct of the remaining undivided one-half interest therein (except that said usufruct shall not affect the one-half interest of the decedent in the cash and other movable property inherited by the particular legatees named above and below) for the remainder of his life, or until remarriage, which community property consists of the following, to-wit:

I. REALTY

1st: A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, on the West descending bank of the Mississippi River, known as "NINA PLANTATION" bounded on the North by the Upper Chenal of False River, South by lands of Richard S. Glynn, formerly belonging to C. W. Owens, East by the public highway along the Mississippi River and West by the Private Drainage Canal separating Nina Plantation from the McClay Plantation, formerly belonging to the Union Central Life Insurance Company and later to Richard S. Major, together with all the buildings and improvements thereon and thereto belonging and appertaining, including all batture and accretion rights.

Said property being more particularly described as follows:

Beginning at the corner common to Sections 91, 92 and 93, Township 5 South, Range 11 East, run thence along the Section line and the continuation thereof N 19° West 5728.8 feet to the lower bank of the Chenal; thence Easterly and Northeasterly along the bank of said Upper Chenal to a point on State Highway No. 30 paralleling the new levee; thence Southeasterly along said Highway to its intersection with the North line of Grand Bay Plantation; thence along the line dividing Grand Bay and Nina Plantations S 32° West 1676.4 feet to an iron pipe on the South boundary of Section 90, Township 5 South, Range 11 East; thence along the Section line N 69° West 1895.5 feet to the point of beginning. Said property being composed of all of Sections 91, Township 5 South, Range 11 East, and Section 16, Township 5 South, Range 11 East, lying West of the new levee and part of Section 15, Township 4 South, Range 11 East, and Section 90, Township 5 South, Range 11 East, all as per plat of survey dated May

28, 1935, signed by S. N. Garrett, Parish Surveyor, which map is made a part hereof as if written herein in full.

LESS AND EXCEPT, however, the following tracts, viz:

1) A certain tract of land, lying between the Upper Chenal and beginning on Upper Chenal 14 chains East of NW corner of said plantation, measuring thence easterly  $4\frac{1}{2}$  chains between parallel lines to said Highway, being the G. P. Thompson residence and site retained by G. P. Thompson in sale to A. J. Glynn on July 29, 1920, see Conveyance Book C, Entry No. 4367.

2) A certain tract of land, located in the Parish of Pointe Coupee, State of Louisiana, in Sections 16 and 17, T4S-R11E, on the West bank of the Mississippi River, being a portion of a tract known as "NINA PLANTATION", and more particularly described as Tract "A" and another being known as Tract "B", as follows:

Tract "A" - Beginning at a point on the West right of way line of La. State Hwy. 414 and 415, which point lies North  $40^{\circ}02'35''$  East 232.60 feet; South  $30^{\circ}40'55''$  East, 415.38 feet; South  $12^{\circ}09'55''$  East, 3054.34 feet; South  $75^{\circ}59'05''$  West 31.02 feet from P. B. M. 162/d at Anchor, La., said point being the Northeast corner of Tract "A"; thence South  $75^{\circ}59'05''$  West 1,300.27 feet; thence South  $76^{\circ}45'05''$  West 276.83 feet; thence South  $65^{\circ}35'05''$  West 318.25 feet to the Northwest corner of said Tract "A"; thence South  $30^{\circ}37'55''$  East 451.28 feet; thence South  $58^{\circ}02'55''$  East 136.43 feet; thence South  $28^{\circ}19'55''$  East 244.00 feet; thence South  $45^{\circ}37'15''$  East 111.00 feet; thence South  $21^{\circ}06'25''$  East 93.00 feet; thence South  $0^{\circ}09'25''$  East 234.00 feet; thence South  $25^{\circ}30'25''$  East 184.00 feet; thence South  $52^{\circ}50'55''$  East 446.00 feet; thence South  $65^{\circ}42'55''$  East 188.00 feet; thence South  $38^{\circ}59'55''$  East 238.00 feet; thence North  $71^{\circ}14'35''$  East 237.00 feet; thence South  $84^{\circ}50'25''$  East 211.00 feet; thence South  $6^{\circ}59'35''$  West 177.00 feet; thence South  $45^{\circ}41'55''$  East 93.00 feet; thence North  $72^{\circ}06'05''$  East 89.00 feet; thence North  $29^{\circ}02'05''$  East 96 feet; thence North  $18^{\circ}02'05''$  East 105.00 feet; thence North  $69^{\circ}34'05''$  East 74.00 feet; thence South  $59^{\circ}25'25''$  East 133.00 feet; thence South  $65^{\circ}24'55''$  East 192.70 feet to a point on the West right of way line of La. State Hwy. 414 and 415, said point being the Southeast corner of said Tract "A"; thence North  $12^{\circ}09'55''$  West along the West right of way line of La. State Hwys. 414 and 415, 2,431.12 feet to the point of beginning, said Tract "A" containing 75.507 acres.

Tract "B" - Beginning at a point on the East right of way line of La. State Hwy. 414 and 415, which point lies South  $12^{\circ}09'55''$  East 449.58 feet and North  $68^{\circ}45'05''$  East, 54.69 feet from the Northeast corner of Tract "A", said point being the Northwest corner of Tract "B", thence North  $68^{\circ}45'05''$  East 1,671.23 feet to the average low water plane of the Mississippi River and Northeast corner of Tract "B", thence South  $10^{\circ}24'16''$  East 1,126.05 feet parallel to

the Mississippi River to the Southeast corner of Tract "B", thence South 68°45'05" West 1636.20 feet to a point on the East right of way line of La. State Hwy. 414 and 415, said point being the Southwest corner of Tract "B", thence North 12°09'55" West along the East right of way of La. State Hwy. 414 and 415 1,120.00 feet to the point of beginning, said Tract "B" containing 41.988 acres and being subject to levee right of way and such rights as are owned by the Atchafalaya Basin Levee District and United States of America.

Said Nina Plantation was acquired by Richard S. Glynn, husband of Mrs. Lucille Price Glynn, born Price, as follows:

By inheritance as an heir of his father, Alexander A. Glynn, whose succession proceedings bear No. 1470 on the docket of the 18th Judicial District Court of Louisiana, in and for the Parish of West Baton Rouge, a certified copy of the judgment rendered therein is recorded under Entry No. 466 of Book J, Conveyance Records, Parish of Pointe Coupee, Louisiana; and by act of sale from Mrs. Felicie Supple Glynn, et als. by act of sale dated April 10, 1946, filed and recorded under Entry No. 360 of Book Y, Conveyance Records, Parish of Pointe Coupee, Louisiana; by act of sale from Horace L. Swindler by act of sale dated September 26, 1961, filed and recorded under Entry No. 219 of Conveyance Book 52, records of Pointe Coupee Parish, Louisiana; from the State of Louisiana, as per Sheriff's Proces-Verbal and Deed dated May 23, 1963, filed and recorded under Entry No. 334 of Book 55, Conveyance Records, Parish of Pointe Coupee, Louisiana and from Succession of Sam Howard, by act of sale dated December 23, 1966, filed and recorded under Entry No. 14 of Conveyance Book 67, records of Pointe Coupee Parish, Louisiana.

2nd: A certain tract or parcel of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, which tract or parcel of land contains four (4) acres and has a front of two (2) acres on the public road along Grand Bay and having a depth between parallel lines of two (2) acres and is bounded as follows: in front or South by the public road aforementioned; North and East by property commonly known as Grand Bay Plantation and on the West by the West line of Grand Bay Plantation; said tract or parcel of land is a dismemberment of said Grand Bay Plantation.

Being the same property which was acquired by Richard S. Glynn, husband of Mrs. Lucille Price Glynn from J. Morris Chustz, by act of sale dated March 22, 1952, filed and recorded under Entry No. 377 of Conveyance Book 33, records of Pointe Coupee Parish, Louisiana.

3rd: A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, known as the REFUGE PLANTATION, bounded on the North by lands now or formerly of Wm. Major, East by the line of the Parish of West Baton Rouge, South by lands belonging to Estate of William Mathis, West by the Chenal of

False River, by a front of six (6) arpents on said Chenal of False River, by a depth of forty (40) arpents and containing an area of 240 arpents and being a portion of Lots 62 and 74 in Township 4 South, Range 11 East.

LESS AND EXCEPT, however, the following:

1st - All lands heretofore sold for levee and road purposes.

2nd - That portion of said above described tract of land containing approximately 4 acres, situated on the South side of the public highway leading from Hermitage to Glynn, which was donated by Mrs. Varina L. Lieux to Lise Lieux and Mabel Lieux by act of donation dated August 28, 1934, recorded under Entry No. 2720 of Book I, Conveyance Records, Parish of Pointe Coupee, Louisiana.

3rd - A parcel of land having a front of 50 feet on the public highway leading from Hermitage to Glynn, La. by a depth between parallel lines to the Chenal of False River and being bounded in front by said highway; in the rear by the Chenal of False River, on one side by the remainder of the property from which the property herein described was taken, and on the other side by property belonging to Est. of Lamartine Lieux.

4th - A portion of land fronting on the public highway leading from Hermitage to Glynn, La. by a depth to the Chenal of False River and being bounded in front by said highway, in the rear by the Chenal of False River, on one side by property thirdly described hereinabove and on the other side by the public highway along the levee of the Mississippi River.

Being the same property which was acquired by Richard S. Glynn, husband of Mrs. Lucille Price Glynn, born Price, from Joe Guarino by act of sale dated January 28, 1944, filed and recorded under Entry No. 567 of Book U, Conveyance Records, Parish of Pointe Coupee, Louisiana.

## II. PERSONALTY

1. Balance in regular checking account No. 18-0749-8 in Progressive Bank & Trust, Houma, Louisiana in name of Richard Glynn.
2. Balance in money market checking account No. 120-1427-9 in Progressive Bank & Trust, Houma, Louisiana in the name of Richard Glynn.
3. Balance in checking account No. 25-830-6 in Bank of New Roads, New Roads, Louisiana in the name of Lucille P. Glynn.
4. Certificate of deposit No. 48-6038-1 in the principal sum of \$50,000.00 issued by Progressive Bank & Trust, Houma, Louisiana to Richard Glynn.

5. Balance in checking account No. 25-808-6 in Bank of New Roads, New Roads, Louisiana in name of Richard Glynn.
6. Balance in checking account No. 25-807-5 in Bank of New Roads, New Roads, Louisiana in name of Richard Glynn.
7. Certificate of deposit No. 8798 issued by Bank of New Roads, New Roads, Louisiana in name of Richard S. Glynn in principal amount of \$50,000.00.
8. Certificate of deposit (account No. 3324257) issued by Bank of New Roads, New Roads, Louisiana in the principal amount of \$50,000.00 in name of Richard Glynn.
9. Certificate of deposit (account No. 3335445) issued by Bank of New Roads, New Roads, Louisiana in the principal amount of \$100,000.00 in name of Richard Glynn.
10. 300 shares of common stock of BNR Bancshares, Inc. in name of Richard S. Glynn with a market value of \$45.00 per share, and represented by the following certificates:

DATE ISSUED	CERTIFICATE NUMBER	NUMBER OF SHARES
2/10/66	A1326	40
10/9/74	A1769	20
10/12/78	A2388	60
11/13/78	A2663	30
12/15/84	253	150

11. Big Island School District Number 50 of Rapides Parish, Louisiana, General Obligation School Bonds, Numbers 194 through 207, dated March 1, 1983, with maturity date of March 1, 1995, bearing interest at the rate of 8%.
12. Utilities Revenue Bonds of the City of Lafayette, State of Louisiana, Numbers 259 through 264, dated June 1, 1968, with maturity date of November 1, 1987, bearing interest at the rate of 5%.
13. Consolidated Waterworks District No. 2 of the Parish of Jefferson, Louisiana, Water Revenue Bond, Series WB-1, Number 1832, dated November 1, 1967, with maturity date of November 1, 1991, bearing interest at the rate of 5.15%.
14. Gravity Drainage District No. 2 of the Parish of St. Charles, State of Louisiana, General Obligation Bond, Number 142, dated March 1, 1982, with maturity date of March 1, 1994, bearing interest at the rate of 12.50%.
15. Acadia Parish Sales Tax District, State of Louisiana, Public Improvement Bonds, Series St-1, Numbers 549 through 553, dated April 1, 1983, with maturity date of April 1, 2003, bearing interest at the rate of 7.375%.

16. Acadia Parish Sales Tax District, State of Louisiana, Public Improvement Bonds, Series St-1, Numbers 389 through 391, dated April 1, 1983, with maturity date of April 1, 2000, bearing interest at the rate of 9%.
17. City of Shreveport, State of Louisiana, Street Bonds, Series 1968, Numbers 410 through 414, dated August 1, 1968; with maturity date of February 1, 1989, bearing interest at the rate of 4.40%.
18. Orleans Parish School Board, School Bond of 1968, First Series, Number 1083, dated September 1, 1968, with maturity date of September 1, 1990, bearing interest at the rate of 4.80%.
19. One (1) 64 diamond bracelet.
20. Two (2) gold chains.
21. One (1) pearl and diamond antique pin.
22. One (1) pearl 2-strand bracelet.
23. One (1) 36 diamond bracelet.
24. One (1) 10 diamond gold necklace.
25. One (1) 3 diamond gold ring.
26. One (1) 25 diamond blue pin.
27. One (1) 22-inch pearl necklace.
28. One (1) pair diamond earrings.
29. One (1) 5 diamond antique bracelet.
30. One (1) 7 diamond cross.
31. One (1) diamond solitaire ring.
32. One (1) 10 diamond watch.
33. One (1) 16-inch pearl necklace.
34. One (1) diesel motor boat (private fishing purposes).
35. One (1) lot of miscellaneous household furniture.
36. One (1) 1976 Model Oldsmobile 98 Sedan, bearing vehicle identification number JX3GTTM3C4513
37. One (1) Chevrolet Pick-up Truck, 1981 Model, bearing vehicle identification number 1GCGC33M7BB110895.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Catherine Glynn Olinde, born Glynn, wife of Ralph Olinde, be and she is hereby recognized as the child, particular legatee and universal heir of the decedent, Lucille Price Glynn, and, as such, entitled to the ownership and sent into possession

under benefit of inventory of all property belonging to the succession of the decedent, subject to the usufruct in favor of Richard S. Glynn as aforesaid (except the following movable property particularly bequeathed to her over which said usufruct does not extend), including the decedent's one-half interest in the above described community property, together with the following described property, to-wit:

All of the decedent's one-half interest in and to the following described movable property:

- 1. One (1) 64 diamond bracelet.
- 2. Two (2) gold chains.
- 3. One (1) pearl and diamond antique pin.
- 4. One (1) pearl 2-strand bracelet.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, trust companies, insurance companies and all other persons, partnerships, unincorporated associations or corporations having on deposit or in their possession or under their control any money, credits, stocks, dividends, bonds or other property depending upon or belonging to the succession of the decedent, Lucille Price Glynn, are hereby required to deliver them to Richard S. Glynn, as owner and usufructuary, except the cash sum of \$3,000.00 inherited by Levidia Catherine Parker as mentioned hereinabove.

JUDGMENT READ, RENDERED AND SIGNED in chambers in the City of New Roads, Louisiana, on this 22nd day of May, 1987.

*Richard S. Glynn*  
JUDGE

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CLERK OF COURT & RECORDER  
PARISH OF POINTE A LA PIERRE

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CLERK OF COURT & RECORDS  
PARISH OF POINTE COUPEE

SURFACE LEASE

STATE OF LOUISIANA  
PARISH OF POINTE COUPEE

BE IT KNOWN that on the dates hereinbelow written in the presence of the respective notaries public and undersigned competent witnesses personally came and appeared:

SUCCESSION OF RICHARD S. GLYNN, bearing No. 24,968 on the probate docket of the 18th Judicial District Court, in and for the Parish of Pointe Coupee, Louisiana, herein represented by Catherine Glynn Olinde, its duly qualified testamentary executrix, she being authorized to act herein by virtue of a judgment of said court dated March 2, 1990, a certified copy of which judgment is annexed hereto and made a part hereof; and

CATHERINE GLYNN OLINDE, born Glynn, wife of Ralph Olinde, with whom she resides, domiciled in the Parish of East Baton Rouge, State of Louisiana, whose address is 7563 Rienzi Boulevard, Baton Rouge, Louisiana 70809;

hereinafter designated as "Lessors", and

POINTE COUPEE SHELL AND GRAVEL, INC., a Louisiana corporation domiciled in the Parish of West Baton Rouge, whose mailing address is 6200 Rougon Road, Port Allen, Louisiana 70767, herein represented by its president, Harold Morris, Sr., who hereby warrants that he has full authority to act for said corporation as evidenced by the appropriate resolutions adopted by the Board of Directors of said corporation;

hereinafter designated as "Lessee", who declared that Lessors have leased and let and do by these presents lease and let unto Lessee, upon the terms and conditions hereinbelow recited, the following described property, to-wit:

That portion of Nina Plantation comprised of 2.5 acres, more or less, and situated on the east side of La. Hwy. 415, which has been and is presently in use as a shell yard by Lessee herein.

This lease is made and entered into for successive terms of one month each commencing January 1, 1990.

TO HAVE AND TO HOLD said described leased property unto Lessee in peaceable and legal possession during the term hereof, subject to stipulations and conditions of this agreement.

The consideration for which this lease is made and granted is the sum of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS, which rental is due and payable on the first day of each and every month. In the event Lessee should fail to pay said rental when due Lessors shall have the right of declaring said lease at an end, and Lessors shall have the further right to take

immediate possession of said property and Lessee hereby waives all notices required by law, provided that Lessee shall be entitled to be credited with the net amount realized by Lessors for the rent or use of said property during the remainder of the term of this lease.

Lessee shall use the leased property solely for the operation of a shell and gravel yard.

Lessors reserve unto themselves all pecans that may grow on the leased premises and they shall have the unrestricted right to cultivate and harvest said pecans, including but not limited to the right of ingress and egress to and over the leased premises for this purpose and the right to mow or cut grass beneath any and all pecan trees at harvest time.

Lessee shall at all times during the term of this lease, at its own cost and expense, carry such types and kinds of insurance with responsible insurance companies authorized to do business in the State of Louisiana that may be reasonably required by Lessors. Said insurance shall include, but not by way of limitation, workers' compensation coverage and a basic Comprehensive General Liability policy with a limit of \$1,000,000.00 per occurrence subject to an annual aggregate of \$3,000,000.00. Lessee shall cause Lessors to be named as an additional insured on said policy or policies of insurance, and Lessee shall furnish certificates thereof to Lessors. Lessee further agrees not to modify or cancel any said insurance coverage without ten (10) days prior written notice to Lessors.

Lessee shall defend, indemnify and hold Lessors and Lessors' agents, employees, and representatives free and harmless from and against all claims, demands, causes of action, and losses arising out of or in any way connected with Lessees' activities, directly or indirectly, or use of the leased premises as provided herein, whether said activities or use be by Lessee, or Lessee's agents, employees, or representatives, and whether caused in whole or in part by Lessee's fault or negligence or the fault or negligence of Lessee's agents, employees, or representatives. This indemnification shall include all costs of defense, including reasonable attorney's fees. Lessee assumes responsibility for the condition of leased premises, including areas of ingress and egress thereto, and Lessors shall have no liability for injury or damage caused to the person or property of

Lessee or any person whomsoever by any defect therein, regardless of whether Lessors knew or should have known of any such defect. Lessors, and Lessors' agents, employees, and representatives will not be in any manner liable to Lessee or any other party for any loss or damage that may happen on any part of the leased premises, or for any of the materials or other things used or employed in performing Lessee's activities on the leased premises, or for injury to or death of any person or persons, either workmen or the public, or for any injury or damage to adjoining property or any other property caused by or in any way connected with Lessee or Lessee's agents, employees, or those claiming under them being on the leased premises or traveling to and from said property in connection with Lessee's operations thereon; and regardless of the cause of such loss or damage. Lessee agrees to defend, indemnify and hold harmless Lessors, and Lessors' agents, employees and representatives at Lessee's expense, from and against any claims or actions for damage or loss brought against Lessors or Lessors' agents, employees, and representatives by any such third person and to reimburse Lessors and Lessors' agents, employees and representatives, for any reasonable expense of any kind which might be incurred by them in connection with the investigation or defenses of any suit or claim, including any reasonable attorney fees, which they may be obligated to pay.

Lessee binds and obligates themselves to take prudent care of the property covered by this lease, the same as a prudent man would of his own property, and to return same to Lessors at the expiration of this lease in as good condition as received, ordinary wear and tear under prudent usage excepted, subject to the risk of fire, storm and acts of providence beyond the control of the parties which shall rest on Lessors. Lessee binds and obligates itself to repair and maintain in good condition at all times all roads, fences, gates, water lines, water pumps and barns. Lessee agrees to keep noxious and/or other harmful grasses under control so as to prevent their spread over the land, and to prevent obstruction to the flow of waters in the ditches and canals. Lessee agrees to follow all state and federal regulations respecting the utilization by them of any toxic or noxious chemicals and to obey all state and/or federal rules, regulations, or laws which may apply to its activities.

Lessee further agrees that at the end of the lease term it will return the leased premises to a cultivatable condition within a reasonable period of time.

Lessee further agrees that no improvements shall be constructed on the leased premises without the express written authorization of Lessors.

This lease is subordinate to any present or future oil, gas and mineral lease that may affect the leased premises. However, in the event of any damages suffered by Lessee by reason of oil, gas and mineral development, Lessee shall be entitled to collect damages from the party or parties causing said damage, but all damage to realty, roads, bridges, fences, etc., shall be collected by Lessors.

Lessors reserve the right, for itself, its agents, employees and assigns, to enter the leased premises for purposes of inspection, consultation with Lessee, or for developing mineral, timber or other resources.

Lessee shall not assign or sublet this lease, in whole or in part, without first obtaining the written consent of Lessors.

THUS DONE AND SIGNED by Lessor, the SUCCESSION OF RICHARD S. GLYNN, represented herein by the duly qualified testamentary executrix, Catherine Glynn Olinde, at New Roads, Parish of Pointe Coupee, Louisiana, on the 19th day of January, 1990 in the presence of the undersigned notary and competent witnesses, after a due reading of the whole.

WITNESSES:

Carpou J. Bargas  
Lynnet P. Juell

SUCCESSION OF RICHARD S. GLYNN

By: Catherine Glynn Olinde  
Catherine Glynn Olinde,  
Testamentary Executrix

NOTARY PUBLIC

THUS DONE AND SIGNED by Lessor, CATHERINE GLYNN OLINDE, at New Roads, Parish of Pointe Coupee, Louisiana, on the 19th day of January, 1990 in the presence of the undersigned notary and competent witnesses, after a due reading of the whole.

WITNESSES:

Carpou J. Bargas  
Lynnet P. Juell

Catherine Glynn Olinde  
Catherine Glynn Olinde,  
Individually

NOTARY PUBLIC

THUS DONE AND SIGNED by Lessee, POINTE COUPEE SHELL AND GRAVEL, INC., herein represented by its duly authorized president, Harold Morris, at New Roads, Parish of Pointe Coupee, Louisiana, on the 19th day of January, 1990 in the presence of the undersigned notary and competent witnesses, after a due reading of the whole.

WITNESSES:

Carolyn S. Lynn

Wesley D. Schreyer

POINTE COUPEE SHELL AND GRAVEL, INC.

By: Harold Morris  
Harold Morris, President

[Signature]  
NOTARY PUBLIC

SUCCESSION : NUMBER 24,968 PROBATE  
 OF : 18TH JUDICIAL DISTRICT COURT  
 : PARISH OF POINTE COUPEE  
 RICHARD S. GLYNN : STATE OF LOUISIANA

ORDER

It having been proved that notice of the application of the testamentary executrix to lease the properties described hereinbelow has been advertised in accordance with law, that the delays for opposing the application have elapsed, that no opposition has been filed, and that it is in the best interest of the succession:

IT IS ORDERED that Catherine Glynn Olinde, the testamentary executrix of the Succession of Richard S. Glynn, be and she is hereby authorized to lease the following described properties, to-wit:

(a) The pasturage areas of Grand Bay and Nina Plantations utilized as such by Glenn Ray Cline, et ux, on November 1, 1989, including three pastures on the property situated east of La. State Rouge 415, consisting of eighty-nine (89) acres, more or less, together with the levee area west of said La. State Route 415, which on said date was utilized by said Glenn Ray Cline, et ux, for cattle grazing purposes, including areas of ingress and egress and/or rights of way adjacent thereto.

(b) That portion of Nina Plantation comprised of 2.5 acres, more or less, and situated on the east side of La. Hwy. 415, which has been and is presently in use as a shell yard by Pointe Coupee Shell and Gravel, Inc.

(c) One small frame house located on a portion of Grand Bay Plantation at or near the intersection of La. Hwys. 414 and 416, the postal address being HCR Box 1570, Jarreau, Louisiana 70749.

(d) One small white frame house located on a portion of Nina Plantation adjacent to La. Hwy. 415 in Ventress, Louisiana.

(e) One small frame house located on a portion of Grand Bay Plantation adjacent to La. Hwy. 415 near the "Big Cajun No. 1".

IT IS FURTHER ORDERED that the leases be made for the prices and under the terms and conditions set forth in the copies of said leases filed heretofore in these proceedings as "Exhibit A," "Exhibit B," "Exhibit C," "Exhibit D," and "Exhibit E."

New Roads, Louisiana, this 3rd day of March, 1990.

JUDGE

ATTEST A TRUE COPY

3-2-90

DATE FILED

3-2-91

CLERK OF COURT  
 POINTE COUPEE PARISH  
 NEW ROADS, LOUISIANA

ENTRY NO. 65  
16

CB BK 345 NO 16  
RECEIVED & FILED  
1990 MAR -6 PM 3:00

RESIDENTIAL LEASE

I.G. OLMOND  
CLERK OF COURT & RECORDER  
PARISH OF POINTE COUPEE

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

BE IT KNOWN that on the dates hereinbelow written in the presence of the respective notaries public and undersigned competent witnesses personally came and appeared:

SUCCESSION OF RICHARD S. GLYNN, bearing No. 24,968 on the probate docket of the 18th Judicial District Court, in and for the Parish of Pointe Coupee, Louisiana, herein represented by Catherine Glynn Olinde, its duly qualified testamentary executrix, she being authorized to act herein by virtue of a judgment of said court dated March 2, 1990, a certified copy of which judgment is annexed hereto and made a part hereof; and

CATHERINE GLYNN OLINDE, born Glynn, wife of Ralph Olinde, with whom she resides, domiciled in the Parish of East Baton Rouge, State of Louisiana, whose address is 7563 Rienzi Boulevard, Baton Rouge, Louisiana 70809;

hereinafter designated as "Lessors", and

JOHN ALLEN STOUTE, unmarried, domiciled in the Parish of Pointe Coupee, State of Louisiana, whose address: HCR Box 1570, Jarreau, Louisiana 70749;

hereinafter designated as "Lessee", who declared that Lessors have leased and let and do by these presents lease and let unto Lessee, upon the terms and conditions hereinbelow recited, the following described property, to-wit:

One small frame house located on a portion of Grand Bay Plantation at or near the intersection of La. Hwys. 414 and 415, the postal address being HCR Box 1570, Jarreau, Louisiana 70749.

This lease is made and entered for successive periods of one month each commencing January 1, 1990.

TO HAVE AND TO HOLD said described leased property unto Lessee in peaceable and legal possession during the term hereof, subject to stipulations and conditions of this agreement.

The consideration for which this lease is made and granted shall be the furnishing by Lessee to Lessors of yard work, which shall include maintaining yards of the residential areas in a mowed condition and keeping the ditches and yards free from litter. It is agreed between the parties that the value of said rental is \$250.00 per month. Lessee hereby formally and unequivocally acknowledges that he is not an employee nor agent of the

Estate of Richard S. Glynn and has no authority to represent said estate in any matters whatsoever. Lessee further acknowledges that his only relationship with said estate is as Lessee of the premises leased herein.

In the event of nonperformance by Lessee Lessors shall have the right to take immediate possession of said property and Lessee hereby waives all notices required by law.

Lessee shall use the leased property for residential purposes for himself only.

Lessee shall be responsible for the payment of all utilities.

Lessors reserve unto themselves all pecans that may grow on the leased premises and they shall have the unrestricted right to cultivate and harvest said pecans, including but not limited to the right of ingress and egress to and over the leased premises for this purpose and the right to mow or cut grass beneath any and all pecan trees at harvest time.

Lessee shall defend, indemnify and hold Lessors and Lessors' agents, employees, and representatives free and harmless from and against all claims, demands, causes of action, and losses arising out of or in any way connected with Lessees' activities, directly or indirectly, or use of the leased premises as provided herein, whether said activities or use be by Lessee, or Lessee's agents, employees, or representatives, and whether caused in whole or in part by Lessee's fault or negligence or the fault or negligence of Lessee's agents, employees, or representatives. This indemnification shall include all costs of defense, including reasonable attorney's fees. Lessee assumes responsibility for the condition of leased premises, including areas of ingress and egress thereto, and Lessors shall have no liability for injury or damage caused to the person or property of Lessee or any person whomsoever by any defect therein, regardless of whether Lessors knew or should have known of any such defect. Lessors, and Lessors' agents, employees, and representatives will not be in any manner liable to Lessee or any other party for any loss or damage that may happen on any part of the leased premises, or for any of the materials or other things used or employed in performing Lessee's activities on the leased premises, or for injury to or death of any person or persons, either workmen or the public, or

for any injury or damage to adjoining property or any other property caused by or in any way connected with Lessee or Lessee's agents, employees, or those claiming under them being on the leased premises or traveling to and from said property in connection with Lessee's operations thereon; and regardless of the cause of such loss or damage. Lessee agrees to defend, indemnify and hold harmless Lessors, and Lessors' agents, employees and representatives at Lessee's expense, from and against any claims or actions for damage or loss brought against Lessors or Lessors' agents, employees, and representatives by any such third person and to reimburse Lessors and Lessors' agents, employees and representatives, for any reasonable expense of any kind which might be incurred by them in connection with the investigation or defenses of any suit or claim, including any reasonable attorney fees, which they may be obligated to pay.

Lessee binds and obligates himself to take prudent care of the property covered by this lease, the same as a prudent man would of his own property, and to return same to Lessors at the expiration of this lease in as good condition as received, ordinary wear and tear under prudent usage excepted, subject to the risk of fire, storm and acts of providence beyond the control of the parties which shall rest on Lessors. Lessee binds and obligates himself to repair and maintain in good condition at all times at his own expense the leased premises. Lessee shall make no additions or alterations to the leased premises without written permission of the Lessors. However, Lessors or Lessors' agents, employees, or representatives shall have the right to enter the premises for the purpose of making inspections or necessary repairs.

This lease is subordinate to any present or future oil, gas and mineral lease that may affect the leased premises. However, in the event of any damages suffered by Lessee by reason of oil, gas and mineral development, Lessee shall be entitled to collect damages from the party or parties causing said damage, but all damage to realty, roads, bridges, fences, etc., shall be collected by Lessors.

Lessors reserve the right, for itself, its agents, employees and assigns, to enter the leased premises for purposes of inspection,

consultation with Lessees, or for developing mineral, timber or other resources.

Lessee shall not assign or sublet this lease, in whole or in part, without first obtaining the written consent of Lessors.

THUS DONE AND SIGNED by Lessor, the SUCCESSION OF RICHARD S. GLYNN, represented herein by the duly qualified testamentary executrix, Catherine Glynn Olinde, at New Roads, Parish of Pointe Coupee, Louisiana, on the 19th day of January, 1990 in the presence of the undersigned notary and competent witnesses, after a due reading of the whole.

WITNESSES:

Carysa J. Bargas  
Lynne P. Juell

SUCCESSION OF RICHARD S. GLYNN

By: Catherine Glynn Olinde  
Catherine Glynn Olinde,  
Testamentary Executrix

NOTARY PUBLIC

THUS DONE AND SIGNED by Lessor, CATHERINE GLYNN OLINDE, at New Roads, Parish of Pointe Coupee, Louisiana, on the 19th day of January, 1990 in the presence of the undersigned notary and competent witnesses, after a due reading of the whole.

WITNESSES:

Carysa J. Bargas  
Lynne P. Juell

Catherine Glynn Olinde  
Catherine Glynn Olinde,  
Individually

NOTARY PUBLIC

THUS DONE AND SIGNED by Lessee, JOHN ALLEN STOUTE, at New Roads, Parish of Pointe Coupee, Louisiana, on the 19th day of January, 1990 in the presence of the undersigned notary and competent witnesses, after a due reading of the whole.

WITNESSES:

Carysa J. Bargas  
Wichy D. Johnson

John Allen Stoute  
John Allen Stoute

NOTARY PUBLIC

SUCCESSION : NUMBER 24,968 PROBATE  
 OF : 18TH JUDICIAL DISTRICT COURT  
 : PARISH OF POINTE COUPEE  
 RICHARD S. GLYNN : STATE OF LOUISIANA

ORDER

It having been proved that notice of the application of the testamentary executrix to lease the properties described hereinbelow has been advertised in accordance with law, that the delays for opposing the application have elapsed, that no opposition has been filed, and that it is in the best interest of the succession:

IT IS ORDERED that Catherine Glynn Olinde, the testamentary executrix of the Succession of Richard S. Glynn, be and she is hereby authorized to lease the following described properties, to-wit:

- (a) The pasturage areas of Grand Bay and Nina Plantations utilized as such by Glenn Ray Cline, et ux, on November 1, 1989, including three pastures on the property situated east of La. State Rouge 415, consisting of eighty-nine (89) acres, more or less, together with the levee area west of said La. State Route 415, which on said date was utilized by said Glenn Ray Cline, et ux, for cattle grazing purposes, including areas of ingress and egress and/or rights of way adjacent thereto.
- (b) That portion of Nina Plantation comprised of 2.5 acres, more or less, and situated on the east side of La. Hwy. 415, which has been and is presently in use as a shell yard by Pointe Coupee Shell and Gravel, Inc.
- (c) One small frame house located on a portion of Grand Bay Plantation at or near the intersection of La. Hwys. 414 and 416, the postal address being HCR Box 1570, Jarreau, Louisiana 70749.
- (d) One small white frame house located on a portion of Nina Plantation adjacent to La. Hwy. 415 in Ventress, Louisiana.
- (e) One small frame house located on a portion of Grand Bay Plantation adjacent to La. Hwy. 415 near the "Big Cajun No. 1".

ATTEST A TRUE COPY  
 3-2-90  
 DATE FILED 3-2-90

CLERK OF COURT  
 POINTE COUPEE PARISH  
 NEW ROADS, LOUISIANA

IT IS FURTHER ORDERED that the leases be made for the prices and under the terms and conditions set forth in the copies of said leases filed heretofore in these proceedings as "Exhibit A," "Exhibit B," "Exhibit C," "Exhibit D," and "Exhibit E."

New Roads, Louisiana, this 2nd day of March, 1990.

*Catherine Glynn Olinde*  
 JUDGE

751 ENTRY NO. 135

LEASE OF PRIVATE PROPERTY FOR POLLING PLACE  
(As required by R.S. 18:533(E))

CBK 347 NU 135

STATE OF LOUISIANA  
PARISH OF POINTE COUPEE

RECEIVED & FILED  
1990 JUN 18 PM 1:57

I.G. OLINDE  
CLERK OF COURT & RECORDER  
PARISH OF POINTE COUPEE

Catherine Glynn Olinde (hereinafter called Lessor)  
leases to Pointe Coupee Parish Police Jury (hereinafter called Lessee)  
(Parish Governing Authority)

the following described property for use as a polling place for Ward/District 5,  
Precinct(s) 3 of Pointe Coupee Parish:

On a certain lot or parcel of land, situated in the Parish of Pointe Coupee, State of Louisiana, in Ward 5, Precinct 3, a building known as the Sicard Store Building in Ventress, Louisiana.

Lessor and Lessee certify that the above described polling place is not owned, occupied, or leased by a candidate in the election or the spouse of any such candidate, or an officer or employee of the state or any of its political subdivisions. (R.S. 18:533(C)(5)).

This lease is for a term of one (1) year (years, months, or per election), commencing July 1, 1990 and ending June 30, 1991

for and in consideration of a rental of One Hundred and No/100 (\$ 100.00 ) Dollars for each election payable to: Catherine Glynn Olinde Social Security No. or Federal ID No. 434-80-9821 at

7563 Rienzi, Blvd., Baton Rouge, LA 70809  
(complete address with zip code)

The polling place leased herein shall be available for use on any date that an official election is called and shall be accessible during times of voting machine delivery and pick up. This lease may be terminated if the polling place leased herein becomes unavailable due to an emergency caused by an act of God or by consent of Lessee after being given written notice of intent to terminate not less than ninety (90) days prior to an election. This lease shall continue in full force thereafter for one (1) year periods.

Lessor agrees to deliver the premises to the Lessee in good condition with a sound roof, walls, floor and sound doors with locks and windows with panes in good condition. Lessee agrees to indemnify Lessor for any loss whatsoever which may be sustained by her which was occasioned by Lessee's use of the leased premises, directly or indirectly. Lessee further agrees to cause Lessor to be added as an additional named insured on its general liability insurance policies. Lessee shall keep the polling place grounds clean and mowed and free of trash and weeds. C.S.O.  
THIS DONE AND SIGNED on this the            day of June, 1990

WITNESSES:

Carissa J. Bargas  
Hill Olinde  
Melissa St. Cyr

LESSOR Catherine Glynn Olinde  
LESSEE: Clement Stearns  
(Authorized Representative of Parish Governing Authority)

DISPOSITION - Original lease to be recorded in office of Clerk of Court.  
Copy to be filed with office of Commissioner of Elections.  
Copy to be retained by Lessee (Parish Governing Authority).  
Copy to be retained by Lessor.  
Copy to be filed with Registrar of Voters.

TRULY RECORDED JUNE 18, 1990, BARBARA L. LAURENT, DEPUTY CLERK.

97

16.01 INJCE  
CLERK OF FOREST & ALLEGES  
PARISH OF POINTE COUPEE

1984 AUG 13 AM 10: 57

RECEIVED & FILED

CB 268 NO 30

LEASE

STATE OF LOUISIANA,  
PARISH OF POINTE COUPEE:

This contract of lease made this 1<sup>st</sup> day of June, 1984, between Richard S. Glynn and Lucille P. Glynn of Glynn, Louisiana, and Fire Protection District No. 3 of the Parish of Pointe Coupee, Louisiana;

That the said party of the first part does demise unto the said party of the second part, its heirs and assigns, that one certain lot or parcel of ground located and lying and being situated in the Parish of Pointe Coupee, and more particularly described as follows:

Lot No. 1 of Grand Bay Plantation, located in Section 93, Township 5 South, Range 11 East, and fronting One Hundred (100') feet front on the Northwest side of La. Hwy. 414 by a depth of One Hundred (100') feet between equal and parallel lines, all as is more particularly shown on a plat of survey prepared by Daryl B. Patin, Registered Land Surveyor, dated November the 18th, 1983, a copy of which is attached hereto and paraphrased Ne Varietur for identification herewith.

For a period of thirty(30) years beginning on the 1<sup>st</sup> day of June, 1984, and ending on the 1<sup>st</sup> day of June, 2014, for the sum of One (\$1.00) Dollar and other good and valuable consideration which has been paid by the leasee, receipt whereof is acknowledged.

The property leased and demised herein shall be used only for the construction and operation of a fire station by the leasee, and no other uses of the property shall be permitted under the terms of this lease.

Leasee is not authorized to sublease any portion of this property without the express written consent of the lessor, and is obliged to keep the property clean, neat and in a sanitary condition.

Party of the Second Part, for itself, agents, employees and guests especially releases Parties of the First Part from all warranties against vices and/or defects of said property and premises and all liability for damages from said vices and/or defects, all in accordance with La. R. S. of 1950, Title 9, Sec. 3221 as amended and interpreted.

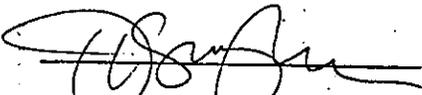
It is understood and acknowledged that leasee will construct buildings for the purpose of transacting its business as a fire protection district and lessor specifically grants unto leasee the right to remove said building at the termination of this lease for any reason provided that the said removal is accomplished within One Hundred Sixty (160) days of the expiration date.

Should the property not be used for the purposes herein demised for a period of six (6) continuous months after the date of this lease, then this lease shall terminate ipso facto and without the necessity of lessor putting leasee in default.

It is further agreed and understood by and between the parties that at the expiration of the primary term of this lease, leasee shall have the option to extend the term of the lease for an additional five (5) years on the same terms and conditions as those expressed in the body of this lease, provided, however, that leasee shall notify lessor of its intention to exercise the option granted herein, at least One Hundred Twenty (120) days prior to the expiration of the primary term of the said lease.

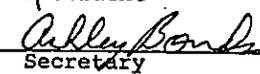
IN WITNESS WHEREOF, we have signed this instrument in the presence of two competent witnesses, whose names are subscribed hereto.

WITNESSES:

  
Walter J. Schenckel

  
RICHARD S. GLYNN  
  
LUCILLE P. GLYNN

FIRE PROTECTION DISTRICT NO. 43

BY:   
President  
and   
Secretary

  
NOTARY PUBLIC

100

CLERK OF DISTRICT COURT  
 PARISH OF POINTE COUPEE  
 90 JUL 17 1989  
 102  
 348  
 10/112

SUCCESSION : NUMBER 24,968 PROBATE  
 OF : 18TH JUDICIAL DISTRICT COURT  
 RICHARD S. GLYNN : PARISH OF POINTE COUPEE  
 : STATE OF LOUISIANA

JUDGMENT OF POSSESSION

Considering the last will and testament of the decedent, Richard S. Glynn, which has been probated herein, and the record of this proceeding, satisfactory proof having been submitted to the court that the decedent died on October 3, 1989 while domiciled in the Parish of Pointe Coupee, Louisiana, and that all inheritance taxes due the State of Louisiana have been paid, the law and evidence entitling petitioner to the relief prayed for, and for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that Catherine Glynn Olinda, born Glynn, wife of James Ralph Olinda, be and she is hereby recognized as the daughter and sole universal heir of the decedent, Richard S. Glynn, under the terms of his last will and testament dated May 22, 1987 and, as such, the owner and is herewith sent into possession of all property belonging to the decedent's succession, in full ownership, said property consisting particularly but not necessarily exclusively of the following described property, to-wit:

I. REALTY

1st: An undivided nine-sixteenths (9/16ths) interest in and to the following described property, to-wit:

A certain tract of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, on the West descending bank of the Mississippi River, consisting of all of Section 91, Township 5 South, Range 11 East, all of Section 16, Township 4 South, Range 11 East, parts of Sections 15 and 17, Township 4 South, Range 11 East, and part of Section 90, Township 5 South, Range 11 East, known as "NINA PLANTATION," bounded on the North by the Upper Chenal of False River, South by lands of Richard S. Glynn, formerly of C. W. Owens, East by the Mississippi River, and West by the property known as McClay Plantation, formerly belonging to Union Central Life Insurance

Company and now the property of heirs of Richard S. Major, or assigns, together with all of the batture and accretion thereunto belonging or in anywise appertaining.

The portion of said property situated westerly of the public road (La. Highway 415) is more particularly described as follows:

Beginning at the corner common to Sections 91, 92 and 93, Township 5 South, Range 11 East, run thence along the Section line and the continuation thereof N 19° West 5,728.8 feet to the lower bank of the Upper Chenal of False River; thence Easterly and Northeasterly along the bank of said Upper Chenal to a point on State Highway No. 415 (formerly Highway 30) paralleling the new levee; thence Southeasterly along said Highway to its intersection with the North line of Grand Bay Plantation; thence along the line dividing Grand Bay and Nina Plantations S 32° West 1,676.4 feet to an iron pipe on the South boundary of Section 90, Township 5 South, Range 11 East; thence along the Section line N 69° West 1,895.5 feet to the point of beginning. Said property being composed of all or parts of Sections 90 and 91, Township 5 South, Range 11 East, and Sections 15, 16 and 17, Township 4 South, Range 11 East, all as shown on a plat of survey made by S. N. Garrett, Parish Surveyor, dated May 28, 1935, which plat of survey is filed under Entry No. 361 of Book "y" of the conveyance records of Pointe Coupee Parish and also recorded in Amortization Book 3, at folio 81, et seq, records of Pointe Coupee Parish, Louisiana. A map of survey showing the establishment of the western boundary line of this tract is recorded under Entry No. 942 of Conveyance Book "T", records of said Parish.

The tract of land above described and known as "NINA PLANTATION" is composed of two contiguous tracts of land, one having been acquired by A. J. Glynn from S. Gumbel & Company on June 6, 1919, and the other by said A. J. Glynn from Mrs. Edward Thompson on July 29, 1920.

Being all of the same property which was acquired by Alexander A. Glynn from Aloysius L. Glynn under date of February 2, 1935, by act of sale recorded in Book "I", at Entry No. 3260 of the conveyance records of Pointe Coupee Parish, Louisiana.

Being the same tract of land which was acquired by Richard S. Glynn as follows: He acquired an undivided one-eighth (1/8th) interest therein by inheritance from his father, Alexander A. Glynn, as shown by judgment of possession rendered and signed on August 8, 1935 in the Succession of Alexander A. Glynn, Number 1470 of the docket of the 18th Judicial District Court of Louisiana in and for the Parish of West Baton Rouge, a certified copy of which judgment is recorded under Entry No. 466 of Book "J" of the conveyance records of Pointe Coupee Parish, Louisiana; and he acquired an undivided seven-eighths (7/8ths) interest therein while married to Lucille Price Glynn by purchase from Mrs. Felicie Supple Glynn, et al, by act of sale dated

April 10, 1946, filed and recorded under Entry No. 360 of Book "Y" of the conveyance records of Pointe Coupee Parish, Louisiana, as corrected and clarified by act of transfer by Catherine Glynn Busse, Emmette Martin Glynn and Eloise Glynn Mullins to Richard S. Glynn, dated December 29 and 30, 1952, recorded under Entry No. 147 of Conveyance Book 35, records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT:

First: A certain tract of land containing 6 superficial acres in all and being a part of the Nina Plantation and a part of Section 15, Township 4 South, Range 11 East. Said 6 acres having been sold to the Pointe Coupee Parish School Board under date of March 22, 1918, by act before Jacob H. Morrison, Notary Public, and being registered C. O. B. "B" folio 2067 of the Pointe Coupee Parish Conveyance Records.

Second: A certain lot of ground situated at Anchor in the Parish of Pointe Coupee, State of Louisiana, measuring 460 feet on the public levee road and measuring 120 feet on the public road on the Island of False River and 474 feet in the rear or on the North and 215 feet on the other side. Being bounded on the North by land of Mrs. Thompson, on the East by the public levee road, on the South by the public road on the Island of False River and on the West by lands of Mrs. Thompson and the Nina Plantation. Being all and the same property sold to Frederick H. Langlois under date of May 9, 1919, by act before Miguel T. Hewes, Notary Public, which deed is registered C. O. B. "C", folio 3018.

Third: A certain lot of ground containing four (4) acres, more or less, fronting on La. Highway No. 415, bounded on the lower side and rear by land of Richard S. Glynn, on the upper side by land now or formerly of Mrs. W. S. Bennett, being the same lot of ground which was reserved by Mrs. Gertrude Pourciau Thompson in an act of sale to Alphonse J. Glynn, dated July 29, 1920, recorded under Entry No. 4367 of Book "C" of the conveyance records of Pointe Coupee Parish, Louisiana, which lot is known as the residence lot of said Mrs. Thompson.

Fourth: A certain tract of land located in the Parish of Pointe Coupee, State of Louisiana, being in Sections 16 and 17, Township 4 South, Range 11 East, and in Section 91, Township 5 South, Range 11 East, on the West bank of the Mississippi River, being a portion of a tract known as "NINA PLANTATION," and more particularly described as Tract "A" and Tract "B", as follows:

Tract "A" - Beginning at a point on the West right of way line of La. State Hwy. 414 and 415, which point lies North 40°02'35" East 232.60 feet; South 30°40'55" East, 415.38 feet; South 12°09'55" East, 3054.34 feet; South 75°59'05" West 31.02 feet from P. B. M. 162/d at Anchor, La., said point being the Northeast corner of Tract "A"; thence South 75°59'05" West 1,300.27 feet; thence South 76°45'05" West 276.83 feet; thence South 65°35'05" West 318.25

feet to the Northwest corner of said Tract "A"; thence South 30°37'55" East 451.28 feet; thence South 58°02'55" East 136.43 feet; thence South 28°19'55" East 244.00 feet; thence South 45°37'55" East 111.00 feet; thence South 21°06'25" East 93.00 feet; thence South 0°09'25" East 234.00 feet; thence South 25°30'25" East 184.00 feet; thence South 52°50'55" East 446.00 feet; thence South 65°42'55" East 188.00 feet; thence South 38°59'55" East 238.00 feet; thence North 71°14'35" East 237.00 feet; thence South 84°50'25" East 211.00 feet; thence South 6°59'35" West 177.00 feet; thence South 45°41'55" East 93.00 feet; thence North 72°06'05" East 89.00 feet; thence North 29°02'05" East 96 feet; thence North 18°02'05" East 105.00 feet; thence North 69°34'05" East 74.00 feet; thence South 59°25'25" East 133.00 feet; thence South 65°24'55" East 192.70 feet to a point on the West right of way line of La. State Hwy. 414 and 415, said point being the Southeast corner of said Tract "A"; thence North 12°09'55" West along the West right of way line of La. State Hwys. 414 and 415, 2,431.12 feet to the point of beginning, said Tract "A" containing 75.507 acres.

Tract "B" - Beginning at a point on the East right of way line of La. State Hwy. 414 and 415, which point lies South 12°09'55" East 449.58 feet and North 68°45'05" East, 54.69 feet from the Northeast corner of Tract "A", said point being the Northwest corner of Tract "B", thence North 68°45'05" East 1,671.23 feet to the average low water plane of the Mississippi River and Northeast corner of Tract "B", thence South 10°24'16" East 1,126.05 feet parallel to the Mississippi River to the Southeast corner of Tract "B", thence South 68°45'05" West 1636.20 feet to a point on the East right of way line of La. State Hwy. 414 and 415, said point being the Southwest corner of Tract "B", thence North 12°09'55" West along the East right of way of La. State Hwy. 414 and 415 1,120.00 feet to the point of beginning, said Tract "B" containing 41.988 acres and being subject to levee right of way and such rights as are owned by the Atchafalaya Basin Levee District and United States of America.

Being the same two parcels of land which were sold by Richard S. Glynn to Louisiana Electric Cooperative, Inc. by act of sale dated December 26, 1968, recorded under Entry No. 69 of Book 81, conveyance records of Pointe Coupee Parish, Louisiana, as corrected by act dated May 28, 1969, recorded under Entry No. 366 of Book 84, conveyance records of Pointe Coupee Parish, Louisiana.

Fifth: A certain lot or parcel of ground, lying, being and fronting on what is known as the Island Road, being One Hundred Twenty (120) feet square, fronting on the said Island Road, and bounded above and below by Nina Plantation and being the same lot of ground which was excluded in that certain act of sale by Miss Margaret Allen to Samuel Hazard Snowden, dated February 2, 1882, recorded under Entry No. 12825 of Conveyance Book 2 of the records of Pointe Coupee Parish, Louisiana, and being the

same lot of ground now occupied by the Mount Pilgrim Baptist Church.

SUBJECT TO:

- a) Sale by Richard S. Glynn to State of Louisiana and the Department of Transportation and Development of the State of Louisiana, dated August 8, 1978, recorded under Entry No. 157 of Conveyance Book 102, of a strip of land for use by the Office of Highways, situated in Section 15, Township 4 South, Range 11 East, identified as Parcel No. 8-5 on right of way map for State Project No. 839-16-05, Waterloo-St. Francisville Ferry (South Section) State Route LA 981, Pointe Coupee Parish, La., on file in the office of the Dept. of Highways, Dept. of Transportation and Development, in the City of Baton Rouge, La., being a portion of Richard S. Glynn's property lying within 50.0 feet to the left or westerly side of the surveyed project centerline, extending from Richard S. Glynn's southerly property line, etc., containing 0.07 of an acre, more or less.
- b) Levee right of way for the public levee along the Mississippi River.
- c) Pipeline Servitude and right of way granted by Richard S. Glynn to Louisiana Electric Cooperative, Inc. for inspection, repair, laying, maintaining, and operating a pipeline for transportation of oil, gas, petroleum products, etc. over a strip of land 20 feet on the left side and 30 feet on the right side of a survey line fully described in this grant and on map attached thereto, all as per instrument dated August 24, 1970, filed and recorded under Entry No. 45 of Conveyance Book 94, records of Pointe Coupee Parish, Louisiana, as amended by act dated March 25, 1971, filed and recorded under Entry No. 134 of Conveyance Book 97, records of said Parish.
- d) Rights of way granted by Richard S. Glynn to the State of Louisiana and Department of Highways of the State of Louisiana for State Routes 414 and 415, recorded as follows: Conveyance Book 53, Entry No. 309; Conveyance Book 64, Entry No. 488; Conveyance Book 42, Entry No. 14; Conveyance Book 46, Entry No. 100.
- e) Rights of way granted by Richard S. Glynn to Colonial Pipeline Co. for pipeline purposes, dated July 28, 1962, recorded in Conveyance Book 54, Entry No. 148; dated November 3, 1975, recorded in Conveyance Book 128, Entry No. 176; dated November 15, 1972, recorded in Conveyance Book 107, Entry No. 235.
- f) Permit granted by Richard S. Glynn to South Central Bell Tel. Co., dated June 23, 1966, recorded in Conveyance Book 67, Entry No. 141.
- g) Servitude by Richard S. Glynn to Gulf States Utilities Co., dated March 26, 1971, recorded in Conveyance Book 97, Entry No. 130.

h) Donation of usufruct by Richard S. Glynn to Bernadette S. Sicard and to Roland Cline and Gertrude Sicard Cline, dated July 25, 1975, recorded in Conveyance Book 126, Entry No. 52, of a lot with buildings and improvements thereon, in Section 16, Township 4 South, Range 11 East, front 192 feet on Hwy. 415 by a depth of 288 feet, part of Nina Plantation.

i) Lease by Richard S. Glynn to Pointe Coupee Parish dated June 24, 1986, recorded in Conveyance Book 299, Entry No. 94 of a lot in Ward 5, Precinct 3, with building known as the Sicard Store Building for a polling place exclusively.

j) Right of way by Richard S. Glynn to Pointe Coupee Electric Membership Corporation dated April 10, 1939, recorded in Conveyance Book "0", Entry No. 2018.

k) Donation by Richard S. Glynn and Lucille Price Glynn to Catherine Glynn Olinde, Phyllis Olinde and Donna Olinde, dated March 7, 1979, recorded in Conveyance Book 162, Entry No. 253, of certain mineral royalty interests.

l) Irrevocable Inter Vivos Trust established by Richard S. Glynn and wife, Lucille Price Glynn, in favor of Phyllis L. Olinde and Donna G. Olinde, with Capital Bank and Trust Co. and Leonard R. Nachman, II, as Trustees, dated April 25, 1980, recorded in Conveyance Book 187, Entry No. 173, with donation of certain mineral royalty interests.

m) Donation by Richard S. Glynn and wife, Lucille Price Glynn, to Catherine Glynn Olinde and husband, James Ralph Olinde, dated April 25, 1980, recorded in Conveyance Book 187, Entry No. 174, of certain mineral royalty interests.

n) Farm Lease Agreement by Richard S. Glynn, through his curatrix, Catherine Glynn Olinde, and Catherine Glynn Olinde, individually, with Michael E. Goode and John E. Goode dated September 7, 1989, filed and recorded in Conveyance Book 340, Entry No. 109.

2nd: An undivided one-half (1/2) right, title and interest in and to the following described property, to-wit:

A certain tract of land, with all rights, ways, privileges, servitudes, and appurtenances thereunto belonging or in anywise appertaining, and with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, containing six (6) acres and being formerly a part of the Nina Plantation, situated in Township Four (4) South, Range Eleven (11) East; said tract of land being more fully described and shown on a certain map or plat of survey made by S. N. Garrett, Parish Surveyor, on November 22, 1915, which map or plat of survey is duly recorded with the hereinafter mentioned act of sale, under Entry No. 2067 of Book "B" of the conveyance records of the Parish of

Pointe Coupee, Louisiana of date March 22, 1918, and to which map reference is hereby expressly made for greater certainty of description. As shown on said map of survey the tract of land herein described fronts on the hard-surfaced Public State Highway No. 414, known as the "Island Road", by which it is bounded on the North, and said tract is bounded East, West and South by Nina Plantation, now the property of Richard S. Glynn. Said tract of land has a depth of seven hundred thirty-four (734) feet on its western boundary line, a depth of eight hundred twenty-four (824) feet on its eastern boundary line and a width on its rear of three hundred thirty-five and 1/2 (335-1/2) feet.

Being the same tract of land which was acquired by Richard S. Glynn while married to Lucille Price Glynn, by purchase from the Succession of Sam Howard, by act of Cash Sale dated December 23, 1966, recorded under Entry No. 14 of Conveyance Book 67 of the conveyance records of Pointe Coupee Parish, Louisiana.

3rd: An undivided one-half (1/2) right, title and interest in and to the following described property, to-wit:

A certain lot of ground, with all buildings and improvements thereon, situated at Anchor, in the Parish of Pointe Coupee, State of Louisiana, measuring 460 feet on the public road along the levee of the Mississippi River (now known as La. Highway No. 415) and 120 feet on the public road of the Island of False River and 474 feet in the rear or on the North and 215 feet on the other side, being bounded on the North by land formerly belonging to Mrs. Gertrude P. Thompson, now to Richard S. Glynn, et al.; East by the public levee road, now La. Highway No. 415; South by the public road of the Island of False River (La. Highway No. 414); and West by land formerly of Mrs. Gertrude P. Thompson, now Richard S. Glynn, et al.

Being the same property which was acquired by Richard S. Glynn while married to Lucille Price Glynn by purchase from Horace L. Swindler, by act of Cash Sale dated September 26, 1961, recorded under Entry No. 219 of Book 52 of the conveyance records of Pointe Coupee Parish, Louisiana. This lot of ground was formerly the property of New Roads Wholesale Grocery Co.

4th: An undivided one-half (1/2) right, title and interest in and to the following described property, to-wit:

Ten (10) certain lots of ground located at Cooks Landing in the Parish of Pointe Coupee, Louisiana, being a portion of the batture of what is now Nina Plantation, which lots are situated between the Public Levee and the Mississippi River, and are described in that certain Sheriff's deed to Richard S. Glynn, dated May 23, 1963, recorded under Entry No. 334 of Book 55 of the conveyance records of

Pointe Coupee Parish, Louisiana, which Sheriff's deed is confirmed by a Patent issued by the State of Louisiana to Richard S. Glynn, husband of Lucille Price Glynn, which Patent is dated June 25, 1963, and recorded under Entry No. 498 of Book 55, conveyance records of Pointe Coupee Parish, Louisiana.

5th: An undivided one-half (1/2) right, title and interest in and to the following described property, to-wit:

A certain tract of land, or plantation, together with all buildings and improvements thereon, situated on Grand Bay, in the Parish of Pointe Coupee, State of Louisiana, composed of two tracts of land, described as follows, to-wit:

First: A certain tract of land, measuring eleven arpents and sixty-three feet on Grand Bay, by a depth of 45 arpents, more or less, the side lines closing towards the rear, being the upper or Northern portion of Section 93, Township 5 South, Range 11 East, extending full depth of said Section, bounded North by Section 90 of said Township and Range, South by lands formerly of Gordon Saizan, East by the Chenal of False River, West by rear line of Section 92 of same Township and Range.

Second: A certain tract of land, measuring twelve arpents front on the Mississippi River, by a depth of forty arpents, more or less, the side lines opening towards the rear, being a part of Section 90, in Township 5 South, Range 11 East and bounded on the West by line between it and the Nina Plantation, which boundary line runs parallel with the boundary line of Sections 90 and 91, Township 5 South, Range 11 East, a distance of four acres from said boundary line, between Sections, bounded East by lands now or formerly of Stephens Van Wickle, South by property first above described, containing in all 500 acres, more or less, save and except that portion of the above described property taken for levee purposes.

Being the same tract of land which was acquired by Richard S. Glynn while married to Lucille Price Glynn by purchase from J. Amedee Dabadie by act of sale dated October 10, 1936, recorded under Entry No. 788 of Book "K" of the conveyance records of Pointe Coupee Parish, Louisiana.

The above described tracts of land are contiguous and are known as Grand Bay Plantation, and include that certain parcel of land, containing four (4) acres, fronting two (2) acres on the public road along Grand Bay (now known as Hwy. 414), and having a depth between parallel lines of two (2) acres, bounded South by said Highway 414, North and East by remainder of Grand Bay Plantation and on the West by the West line of said Grand Bay Plantation. This tract of land was reserved by Mrs. Jeanne D. Lieux in an act of sale to Mrs. Florence E. McGinty Mehan, dated December 19, 1916, recorded in Book "A", Entry No. 11004, conveyance records of Pointe Coupee

Parish, Louisiana, and was acquired by Richard S. Glynn, while married to Lucille Price Glynn, by purchase from J. Morris Chustz, by act of sale dated March 22, 1952, recorded under Entry No. 377 of Conveyance Book 33, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO:

- a) Pipeline right of way granted by Richard S. Glynn to Louisiana Electric Cooperative, Inc. dated August 24, 1970, recorded in Conveyance Book 94, Entry No. 45.
- b) Drainage servitude by Richard S. Glynn to Pointe Coupee Parish Police Jury dated February 3, 1977, recorded in Conveyance Book 167, Entry No. 102.
- c) Right of way granted by Richard S. Glynn to the Parish of Pointe Coupee, dated November 5, 1985, recorded in Conveyance Book 289, Entry No. 138, for drainage facilities in Bayou Chenal Reach No. 2.
- d) General Permit by Richard S. Glynn to South Central Bell Tel. Co., dated August 20, 1973, recorded in Conveyance Book 114, Entry No. 153.
- e) Lease by Richard S. Glynn and Lucille Price Glynn to Fire Protection Dist. No. 3 of the Parish of Pointe Coupee, recorded under Entry No. 30 of Conveyance Book 268, 100 feet on Hwy. 414 by 100 feet.
- f) Right of way by Richard S. Glynn to Parish of Pointe Coupee, dated August 21, 1984, recorded in Conveyance Book 268, Entry No. 153, for drainage facilities, Bayou Chenal Reach No. 2.
- g) Donation by Richard S. Glynn and Lucille Price Glynn to Catherine Glynn Olinde, Phyllis Olinde and Donna Olinde, dated March 7, 1979, recorded in Conveyance Book 162, Entry No. 253, of certain mineral royalty interests.
- h) Irrevocable Inter Vivos Trust established by Richard S. Glynn and wife, Lucille Price Glynn, as settlors, in favor of Phyllis L. Olinde and Donna G. Olinde, beneficiaries, dated April 25, 1980, recorded under Entry No. 173 of Conveyance Book 187, with donation of certain mineral royalty interests.
- i) Donation by Richard S. Glynn and wife, Lucille Price Glynn, to Catherine Glynn Olinde and husband, James Ralph Olinde, dated April 25, 1980, recorded in Conveyance Book 187, Entry No. 174.
- j) Rights of way by Richard S. Glynn to State of Louisiana and Department of Highways, for Routes La. 414 and 415, dated February 13, 1955 and April 11, 1958, recorded in Conveyance Book 42, Entry No. 14 and Conveyance Book 46, Entry No. 100, respectively.
- k) Right of way for the levee along the Mississippi River.

1) Farm Lease Agreement by Richard S. Glynn, through his curatrix, Catherine Glynn Olinde, and Catherine Glynn Olinde, individually, with Michael E. Goode and John E. Goode dated September 7, 1989, filed and recorded in Conveyance Book 340, Entry No. 109.

**6th:** An undivided one-half (1/2) right, title and interest in and to the following described property, to-wit:

A certain tract of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, known as the Refuge Plantation, bounded on the North by lands now or formerly of Wm. Major, East by line of the Parish of West Baton Rouge, South by lands belonging to Estate of William Mathis, West by the Lower Chenal of False River, said tract fronting six (6) arpents on said Lower Chenal of False River by a depth of forty (40) arpents, and containing an area of 240 arpents, and being situated in Sections Sixty-two (62), Seventy-four (74), and Seventy-six (76), Township Five (5) South, Range Eleven (11) East.

**LESS AND EXCEPT:**

**First:** That portion of said above described tract of land containing approximately 4 acres situated on the South side of the public highway leading from Hermitage to Glynn which was donated by Mrs. Varina L. Lieux to Lise Lieux and Mabel Lieux.

**Second:** A parcel of land having a front of 50 feet on the public gravelled highway leading from Hermitage to Glynn by a depth between parallel lines to the Chenal of False River and being bounded in front by said road, in the rear by the Chenal of False River, on one side by the remainder of the property herein described and on the other side by property belonging to Est. of Lamartine Lieux.

**Third:** A parcel of land fronting on the public highway leading from Hermitage to Glynn by a depth to the Chenal of False River and being bounded in front by said road, in the rear by the Chenal of False River, on one side by the property described hereinabove and on the other side by the public highway along the levee of the Mississippi River.

**SUBJECT TO:**

a) Right of way for Louisiana State Highway No. 415 along the Mississippi River Levee.

b) Right of way for public levee which runs along the Mississippi River.

Being the same property which was acquired by Richard S. Glynn while married to Lucille Price Glynn, by purchase from Joe Guarino, by act of sale dated January 28, 1944, recorded under Entry No. 567 of Book "U" of the conveyance records of Pointe Coupee Parish, Louisiana.

7th: An undivided nine-sixteenths (9/16ths) interest in the following described property, to-wit:

A certain tract of land, known as the ROBERTSON TRACT, situated in the Sixth Ward of the Parish of West Baton Rouge, State of Louisiana, comprising one hundred (100) acres, more or less, situated back of and on the river side of the Mississippi River Levee (batture), fronting on the said River, bounded on the upper side by property belonging to James Pirie, or assigns, below by Kelson Plantation and in the rear by the Parish Line.

Being the same property acquired by Richard S. Glynn in part by inheritance from his father, Alexander A. Glynn, deceased, as will appear from the judgment of possession rendered and signed in the matter of his succession, bearing Number 1470 of the docket of the 18th Judicial District Court, Parish of West Baton Rouge, Louisiana, on August 8, 1935, recorded in Conveyance Book 33, Entry No. 193, of the records of West Baton Rouge Parish, Louisiana; and in part while married to Lucille Price Glynn by purchase from Mrs. Felicie Supple Glynn, et al., by act of sale dated April 15, 1946, recorded in Conveyance Book 33 at Entry No. 193, Folio 521, records of West Baton Rouge Parish, Louisiana.

SUBJECT TO:

Right of Way Agreement and Surface Lease by Richard S. Glynn and wife, Lucille Price Glynn, to Texaco, Inc. dated August 24, 1978, recorded in Conveyance Book 159, at Entry No. 60, records of West Baton Rouge Parish, Louisiana.

II. PERSONALTY

1. An undivided one-half interest in and to 300 shares of stock of Bank of New Roads (BNR Bancshares, Inc.) valued at \$25.00 per share, registered in the name of Richard Glynn, and represented by the following certificates:

DATE OF ISSUE	CERTIFICATE NUMBER	NUMBER OF SHARES
2/10/66	A 1326	40
10/9/74	A 1729	20
10/12/78	A 2388	60
11/13/78	A 2663	30
12/15/84	20053	150

2. An undivided one-half (1/2) interest in and to Ten (10) shares of stock of The Bank of Commerce, White Castle, Louisiana, valued at \$184.67 per share, registered in the name of Richard S. Glynn.
3. Ultra Checking Account No. 090-0346-0 with Progressive Bank & Trust, Houma, Louisiana, in the name of Richard S. Glynn, with a balance of \$22,644.40 plus accrued interest of \$58.14.

4. Certificate of Deposit with Progressive Bank & Trust, Houma, Louisiana, in the name of Richard S. Glynn, being for the principal sum of \$75,500.00 plus accrued interest of \$223.39.
5. An undivided one-half (1/2) interest in and to two (2) shares of stock of Lake Charles Naval Stores Co., Inc., registered in the name of Richard S. Glynn, valued at \$.20 per share, and represented by Certificate No. 1369.
6. An undivided one-half (1/2) interest in and to Nine (9) shares of stock of First Commerce Corporation, registered in the name of Richard Glynn, valued at \$22.00 per share, and represented by Certificate No. N18528 (Cusip No. 319779 10 4).
7. Three Hundred Seventy-eight (378) shares of stock of J. Supple's Sons Planting Co., Ltd., registered in the name of Richard S. Glynn, valued at \$245.79 per share, and represented by Certificate No. 136.
8. An undivided one-half interest in and to Water Revenue Bond Series WB-1, Consolidated Waterworks District No. 2, Parish of Jefferson, Louisiana, No. 1832, dated November 1, 1967, in the amount of \$5,000.00, with maturity date of November 1, 1991.
9. An undivided one-half interest in and to Orleans Parish School Board School Bond of 1968 First Series, No. 1083, dated September 1, 1968, in the amount of \$5,000.00, with maturity date of September 1, 1990.
10. An undivided one-half interest in and to General Obligation Bond of Gravity Drainage District No. 2 of The Parish of St. Charles, Louisiana, No. 142 (Cusip No. 788061 AL 3), dated March 1, 1982 in the amount of \$5,000.00, with maturity date of March 1, 1994.
11. An undivided one-half interest in and to Big Island School District Number 50 of Rapides Parish, Louisiana Bond Nos. 194 through 207 (Cusip No. 753580 AY 5), dated March 1, 1983, in the amount of \$5,000.00 each, with maturity date of March 1, 1995.
12. An undivided one-half interest in and to Acadia Parish Sales Tax District, State of Louisiana Bonds Nos. 549 through 553 (Cusip No. 004063 AU 7), dated April 1, 1983, in the amount of \$5,000.00 each, with maturity date of April 1, 2003; and Acadia Parish Sales Tax District, State of Louisiana, Nos. 389 through 391 (Cusip No. 004063 AR 4), dated April 1, 1983, in the amount of \$5,000.00 each, with maturity date of April 1, 2000.
13. An undivided one-half interest in and to Paving Certificates of City of Sulphur, Louisiana, Series 1984-3, registered in the name of Richard S. Glynn, dated July 1, 1984, as follows:

CERTIFICATE NUMBER	AMOUNT	DATE OF MATURITY
No. R-25	\$1,500.00	July 1, 1992

No. R-26	5,000.00	July 1, 1992
No. R-27	1,500.00	July 1, 1993
No. R-28	5,000.00	July 1, 1993
No. R-29	1,500.00	July 1, 1994
No. R-30	5,000.00	July 1, 1994

14. An undivided one-half interest in and to one (1) U. S. Savings Bond, Series E, in the name of Richard S. Glynn or Lucille Price Glynn in the amount of \$50.00 dated October, 1956.
  15. One (1) 1988 Chevrolet pickup truck, registered in the name of Richard S. Glynn, and bearing vehicle identification number 1GCGR23K2JJ118527 and Louisiana Certificate of Title number C6795038.
  16. An undivided one-half (1/2) interest in and to one (1) lot miscellaneous household furniture, fixtures, appliances and effects situated in late residence of decedent.
  17. An undivided one-half (1/2) interest in and to one 364 International Tractor.
  18. An undivided one-half (1/2) interest in and to that certain mineral royalty interest of .0007881 in "L-35323-J. Supple's Sons Planting, White Castle Field, Iberville Parish, Louisiana."
  19. An undivided one-half (1/2) interest in and to that certain mineral royalty interest of .0000552 in "8400' RA SAND UNIT, UNITIZED FORMATION, SOUTH PASS BLOCK 24 FIELD, Plaquemines Parish, Louisiana."
  20. An undivided one-half (1/2) interest in and to that certain mineral royalty interest of .0000223 in "U WX RA SU N, MATILDA GRAY 32, Harmony Church, South Field, Allen Parish, Louisiana." "8400' RA SAND UNIT, UNITIZED FORMATION, SOUTH PASS BLOCK 24 FIELD, Plaquemines Parish, Louisiana."
  21. Soybean and sugarcane crops receivable from farmland lease.
  22. \$5,000.00 face value life insurance policy no. 250318, American General Insurance Company, together with \$41.00 returned premium.
  23. All other cash sums in the hands of the testamentary executrix including but not necessarily limited to those which are on deposit in Bank of New Roads, New Roads, Louisiana (Account No. 25-891-1) and in City National Bank, Baton Rouge, Louisiana (Account No. 009000488).
- IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there being no need for any further administration of this succession same is hereby dispensed with and Catherine Glynn Olinde is hereby discharged from her trust as testamentary executrix of this succession except insofar as her duty to pay taxes due by this succession and its heirs is concerned.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, trust companies, insurance companies and all other persons, partnerships, unincorporated associations or corporations having on deposit or in their possession or under their control any money, credits, stocks, dividends, bonds or other property depending upon or belonging to the succession of the decedent, Louise Miles Smith, are hereby required to deliver them to Catherine Glyn Ollinda as owner in accordance with this judgment.

JUDGMENT READ, RENDERED AND SIGNED in chambers at New Roads, Louisiana, this 17<sup>th</sup> day of July, 1990.

*Paul E. Malone*  
JUDGE

FILED  
90 JUL 17 PM 2:18  
CLERK OF COURTS  
PARISH OF POINTE COUPEE

TRULY RECORDED JULY 17, 1990 KATHYRN O. LEONARD, DY. CLERK

ENTRY NO. 76  
377

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RECEIVED & FILED  
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SURFACE LEASE

STATE OF LOUISIANA  
PARISH OF POINTE COUPEE

CLERK OF COURT & RECORDER  
PARISH OF POINTE COUPEE

BE IT KNOWN that on the dates hereinbelow written in the presence of the respective notaries public and undersigned competent witnesses personally came and appeared:

CATHERINE GLYNN OLINDE, born Glynn, wife of Ralph Olinde, with whom she resides, domiciled in the Parish of East Baton Rouge, State of Louisiana, whose address is 7563 Rienzi Boulevard, Baton Rouge, Louisiana 70809;

hereinafter designated as "Lessor", and

L. & C. CONCRETE SERVICE, INC., a Louisiana corporation domiciled in the Parish of Pointe Coupee, whose mailing address is P. O. Box 746, New Roads, Louisiana 70760, herein represented by its president, Hanson Lopez, who hereby warrants that he has full authority to act for said corporation as evidenced by the appropriate resolutions adopted by the Board of Directors of said corporation;

hereinafter designated as "Lessee", who declared that Lessor has leased and let and does by these presents lease and let unto Lessee, upon the terms and conditions hereinbelow recited, the following described property, to-wit:

That portion of Nina Plantation comprised of 2.5 acres, more or less, and situated on the east side of La. Hwy. 415, which has been and is presently in use as a shell and/or limestone yard by Pointe Coupee Shell and Gravel, Inc.

This lease is made and entered into for successive terms of one month each commencing September 1, 1990.

TO HAVE AND TO HOLD said described leased property unto Lessee in peaceable and legal possession during the term hereof, subject to stipulations and conditions of this agreement.

The consideration for which this lease is made and granted is the payment by Lessee to Lessor of monthly rentals in the sum of THREE HUNDRED AND NO/100 (\$300.00) DOLLARS each, which rentals are due and payable on the first day of each and every month. In the event Lessee should fail to pay said rentals when due Lessor shall have the right of declaring this lease at an end, and Lessor shall have the further right to take immediate possession

of said property and Lessee hereby waives all notices required by law, provided that Lessee shall be entitled to be credited with the net amount realized by Lessor for the rent or use of said property during the remainder of the term of this lease.

Lessee shall use the leased property solely for the operation of a shell, gravel and/or limestone yard.

Lessor reserves unto herself all pecans that may grow on the leased premises and she shall have the unrestricted right to cultivate and harvest said pecans, including but not limited to the right of ingress and egress to and over the leased premises for this purpose and the right to mow or cut grass beneath any and all pecan trees at harvest time.

Lessee shall at all times during the term of this lease, at its own cost and expense, carry such types and kinds of insurance with responsible insurance companies authorized to do business in the State of Louisiana that may be reasonably required by Lessor. Said insurance shall include, but not by way of limitation, workers' compensation coverage and a basic Comprehensive General Liability policy with a limit of \$1,000,000.00 per occurrence. Lessee shall cause Lessor to be named as an additional insured on said policy or policies of insurance, and Lessee shall furnish certificates thereof to Lessor. Lessee further agrees not to modify or cancel any said insurance coverage without ten (10) days prior written notice to Lessor.

Lessee shall defend, indemnify and hold Lessor and Lessor's agents, employees, and representatives free and harmless from and against all claims, demands, causes of action, and losses arising out of or in any way connected with Lessee's activities, directly or indirectly, or use of the leased premises as provided herein, whether said activities or use be by Lessee, or Lessee's agents, employees, or representatives, and whether caused in whole or in part by Lessee's fault or negligence or the fault or negligence of Lessee's agents, employees, or representatives. This indemnification shall include all costs of defense, including reasonable attorney's fees. Lessee assumes responsibility for the condition of leased premises, including areas of ingress and egress thereto, and Lessor shall have no liability for injury

or damage caused to the person or property of Lessee or any person whomsoever by any defect therein, regardless of whether Lessor knew or should have known of any such defect. Lessor, and Lessor's agents, employees, and representatives will not be in any manner liable to Lessee or any other party for any loss or damage that may happen on any part of the leased premises, or for any of the materials or other things used or employed in performing Lessee's activities on the leased premises, or for injury to or death of any person or persons, either workmen or the public, or for any injury or damage to adjoining property or any other property caused by or in any way connected with Lessee or Lessee's agents, employees, or those claiming under them being on the leased premises or traveling to and from said property in connection with Lessee's operations thereon; and regardless of the cause of such loss or damage. Lessee agrees to defend, indemnify and hold harmless Lessor, and Lessor's agents, employees and representatives at Lessee's expense, from and against any claims or actions for damage or loss brought against Lessor or Lessor's agents, employees, and representatives by any such third person and to reimburse Lessor and Lessor's agents, employees and representatives, for any reasonable expense of any kind which might be incurred by them in connection with the investigation or defenses of any suit or claim, including any reasonable attorney fees, which they may be obligated to pay.

Lessee binds and obligates itself to take prudent care of the property covered by this lease, the same as a prudent man would of his own property, and to return same to Lessor at the expiration of this lease in as good condition as received, ordinary wear and tear under prudent usage excepted, subject to the risk of fire, storm and acts of providence beyond the control of the parties which shall rest on Lessor. Lessee binds and obligates itself to repair and maintain in good condition at all times all roads, fences, gates, water lines, water pumps and barns. Lessee agrees to keep noxious and/or other harmful grasses or weeds under strict control so as to prevent their spread over the land, and to prevent obstruction to the flow of waters in the ditches and canals and to maintain the ditches and canals in good condition at all times. Further, Lessee agrees to keep the leased premises clean and free of debris or high grasses. Lessee agrees to follow

all state and federal regulations respecting the utilization by it of any toxic or noxious chemicals and to obey all state and/or federal rules, regulations, or laws which may apply to its activities.

Lessee further agrees that at the end of the lease term it will return the leased premises to a cultivatable condition within a reasonable period of time.

Lessee further agrees that no improvements shall be constructed on the leased premises without the express written authorization of Lessor.

This lease is subordinate to any present or future oil, gas and mineral lease that may affect the leased premises. However, in the event of any damages suffered by Lessee by reason of oil, gas and mineral development, Lessee shall be entitled to collect damages from the party or parties causing said damage, but all damage to realty, roads, bridges, fences, etc., shall be collected by Lessor.

Lessor reserves the right, for itself, its agents, employees and assigns, to enter the leased premises for purposes of inspection, consultation with Lessee, or for developing mineral, timber or other resources.

Lessee shall not assign or sublet this lease, in whole or in part, without first obtaining the written consent of Lessor.

THUS DONE AND SIGNED by Lessor at New Roads, Parish of Pointe Coupee, Louisiana, on the 27th day of September, 1990 in the presence of the undersigned notary and competent witnesses, after a due reading of the whole.

WITNESSES:

Vicky S. Schexnayder  
Vicky S. Schexnayder

Sandra C. Pourciau  
Sandra C. Pourciau

Catherine Glynn Olynde  
Catherine Glynn Olynde

John Wayne Jewell  
NOTARY PUBLIC  
John Wayne Jewell

THUS DONE AND SIGNED by Lessee at New Roads, Parish of Pointe  
Coupee, Louisiana, on the 14<sup>th</sup> day of September, 1990 in the  
presence of the undersigned notary and competent witnesses, after a due  
reading of the whole.

WITNESSES:

London C. Pournon

Shannen K. Ryder

L. & C. CONCRETE SERVICE, INC.

By: Hanson Lopez  
Hanson Lopez, President

[Signature]  
NOTARY PUBLIC

TRULY RECORDED SEPTMBER 28, 1990 BARBARA L. LAURENT, DEPUTY CLERK

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me

2011 DEC 19 PM 1:41

**MEMORANDUM OF LEASE**

LIVELL S. HODGSON  
CLERK OF COURT & RECORDER  
PARISH OF POINTE COUPEE

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

BE IT KNOWN, that on the dates mentioned below, and before the undersigned notaries and competent witnesses, personally appeared:

**CATHERINE GLYNN OLINDE**, born Glynn, wife of Ralph Olinde, with whom she resides, domiciled in the Parish of East Baton Rouge, Louisiana, whose mailing address is declared to be: P. O. Box 1990, Prairieville, LA 70769; who declared that she is dealing herein with her separate and paraphernal property;

hereinafter designated as "Lessor";

and

**BEAUD FARMS**, a general partnership composed of three Louisiana limited liability companies, namely: Charles Beaud, LLC, Beaud & Capps, LLC, and Beaud & Fontaine, LLC, appearing herein through Charles B. Beaud, the duly authorized managing member of each of said limited liability companies; whose mailing address is declared to be 10286 Pointe Coupee Road, New Roads, LA 70760;

hereinafter designated as "Lessee";

who hereby give notice that they have entered into an agricultural lease agreement affecting the following described property, viz:

All of the cultivated land on the **GRAND BAY** and **NINA PLANTATIONS**, situated in the Parish of Pointe Coupee, State of Louisiana, including the rights-of-way thereof.

Together With: All farm buildings, except the corn and hay barns, on the herein leased property are included in this lease.

Less and Except Therefrom: Those areas of said plantations which on the date hereof are being utilized for pasturage by third parties, and which areas have been pointed out to Lessee herein.

Subject To: Any and all servitudes, rights-of-way and/or easements affecting said property.

Said lease is for a primary term of five (5) years, commencing on January 1, 2012, and ending at midnight on December 31, 2016.

Said lease is further governed by other terms and conditions more fully set forth in the written agreement.

THUS DONE AND SIGNED by Lessor on the 14<sup>th</sup> day of December, 2011, before the undersigned witnesses and notary after a due reading of the whole.

WITNESSES:

Carmie J. Bargas  
[Signature]

Catherine Glynn Olinde  
Catherine Glynn Olinde  
[Signature]  
NOTARY PUBLIC

RALPH E. HOOD  
Notary Public #6984  
Parish of East Baton Rouge  
State of Louisiana  
Commission Expires at Death

THUS DONE AND SIGNED by Lessee on the 14<sup>th</sup> day of December, 2011,  
before the undersigned witnesses and notary after a due reading of the whole.

WITNESSES:

Erika Rogers  
ERIKA ROGERS  
Sally Sazan  
SALLY SAZAN

BEAUD FARMS

By: CHARLES BEAUD, LLC, Partner

By: CBS  
Charles B. Beaud, Manager

By: BEAUD & CAPPS, LLC, Partner

By: CBS  
Charles B. Beaud, Manager

By: BEAUD & FONTAINE, LLC, Partner

By: CBS  
Charles B. Beaud, Manager

Stephen F. Jewell  
Stephen F. Jewell  
La. Bar Roll No. 23146  
NOTARY PUBLIC