Exhibit C. Gateway II Site Title Abstract

FILED AND RECORDED
PERMIT HART BOURQUE
ASCENSION CLERK OF COURT

99 JUN -2 AM 10: 34

COB 612 FOLIO ____
MOB ____ FOLIO ____
BY CLERK OF COURT

CERTIFIED TRUE COPY OF
INSTRUMENT FILED FOR RECORD

438745

BY _____
DY. CLERK

CASH SALE

STATE OF LOUISIANA PARISH OF ASCENSION

On this 1st day of June, 1999, before me, Notary Public for the Parish of Ascension and in the presence of the subscribing witnesses, personally came and appeared:

G.M.S. DEVELOPMENT, an ordinary Louisiana Partnership, whose mailing address is declared to be P O. Box 53346, Lafayette, Louisiana 70505, herein represented by James Godchaux, David Maraist and Paul Sibille, said David Maraist and Paul Sibille herein represented by James Godchaux as per Power of Attorneys attached hereto and made apart hereof,

herein called Seller, resident of and domiciled in Ascension Parish and State of Louisiana, whose permanent mailing address is stated above, who declared that for the price of **FIVE HUNDRED THREE THOUSAND SEVEN HUNDRED SIXTY AND NO/100 ($503,760.00) DOLLARS**, cash receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have unto

GATEWAY INDUSTRIAL PARK, L.L.C., a Louisiana Limited Liability company, domiciled in the Parish of East Baton Rouge, State of Louisiana, represented by its duly authorized Member, Marcus M Hirsch, by virtue of various Certificates of Authority recorded in Ascension Parish records in file # _____,

herein called BUYER, residents of and domiciled in East Baton Rouge Parish and State of Louisiana, whose permanent mailing address is declared to be 4141 Churchill Ave , Baton Rouge, LA 70808, the following described property and delivery of which BUYER acknowledges

A certain tract or parcel of land, together with all buildings and improvements situated thereon and thereunto belonging, situated in Sections 29, 61 and 62, Township 9 South, Range 2 East, Southeastern District of Louisiana, and is described as **TRACT C-2-B-1-A containing 41.98** acres as per survey by W J Contment, Jr , R L S dated May 6, 1999 and recorded in Ascension Parish records in File No _____ Said **TRACT C-2-B-1-A** is described as having such measurements and dimension as are shown on said survey referred to above Said Tract is subject to such servitudes, building set back lines and pipeline servitudes, all as shown on said map

Taxes for the current year will be paid in the proportion of Pro-Rata by SELLERS

All parties signing the within instrument have declared themselves to be of full legal capacity
All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties Certificates are annexed showing that taxes assessed against the property have been paid U S Internal Revenue stamps are affixed in the amount of $--0--

Done and signed by the parties at my office in Gonzales on the date first above written, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary

WITNESSES

G M S DEVELOPMENT

BY James B. Godchaux III
JAMES B GODCHAUX

BY David Maraist by James Godchaux agent
DAVID MARAIST by James B Godchaux, Agent

BY Paul J. Sibille by James Godchaux agent
PAUL J SIBILLE by James B Godchaux, Agent

GATEWAY INDUSTRIAL PARK, LLC

BY Marcus M. Hirsch
MARCUS M. HIRSCH, MEMBER

Larry W Bugnot
LARRY W. BUGNOT, Notary Public

CONVEYANCE
BOOK PAGE
0617 759

#438745

617-759 6/2/99

POWER OF ATTORNEY
TO
SELL REAL ESTATE

STATE OF LOUISIANA **PARISH OF LAFAYETTE**

KNOW ALL MEN BY THESE PRESENTS:

That WE, DAVID V MARAIST, M D and PAUL J SIBILLE, M.D., of the full age of majority and residents of the Parish of Lafayette, State of Louisiana, do hereby make, name, constitute and appoint

JAMES B. GODCHAUX, M.D.

our true and lawful Attorney-In-Fact, for us, and in our names, place and stead to sell, transfer and convey all of right, title and investment in and to the following described property for the price of $503, 760.00 and to pay a Real Estate Commission of 6% to East Bank Realty out of said sales price proceeds received on the below described property

> A certain tract or parcel of land, together with all buildings and improvements situated thereon and thereunto belonging, situated in Sections 29, 61 and 62, Township 9 South, Range 2 East, Southeastern District of Louisiana, and is described as TRACT C-2-B-1-A containing 41 98 acres as per survey by W. J Cointment, Jr , R L S dated May 6, 1999 and recorded in Ascension Parish records Said TRACT C-2-B-1-A is described as having such measurements and dimensions as are shown on said survey referred to above Said Tract is subject to such servitudes, building set back lines and pipeline servitudes, all as shown on said map

and we give and grant unto our said Attorney-In-Fact full power and authority to sign all papers and deeds and documents, to issue all receipts and to do all acts necessary and proper to accomplish any and all of the duties hereinabove specified, with the same validity as we might ourselves do, were we personally present and acting for ourselves, and we hereby ratify and confirm whatever our said Attorney may do by virtue of this power

THUS DONE AND PASSED, on this 1 day of June, 1999, in the presence of the competent witnesses who have hereunto signed their names with appearers and me, Notary, after due reading of the whole

WITNESS

PAUL J SIBILLE, M D

WITNESS

DAVID V MARAIST, M D

NOTARY PUBLIC

CONVEYANCE
BOOK PAGE
0617 760

FILED AND RECORDED
KERRY HART BOURGEOIS
ASCENSION PARISH, LA

552622

COB ✓ MOB ____ OTHER ____

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ASCENSION

DY. CLERK AND RECORDER

CERTIFIED TRUE COPY OF
INSTRUMENT FILED OR RECORD

2003 AUG 11 PM 12: 26

BY _____
DY. CLERK

ACT OF CORRECTION

BE IT KNOWN, that on this 8th day of August, 2003, before me the undersigned Notary Public, duly commissioned and qualified in and for the above mentioned Parish and State, PERSONALLY CAME AND APPEARED:

LARRY W. BUQUOI

who herein state that June 1, 1999, he did notarize a certain Cash Sale by G.M.S. Development to Gateway Industrial Park, LLC, which is duly recorded and filed in the records of Ascension Parish, Louisiana at File No. 438745.

That a typographical error was committed when the aforesaid Cash Sale was prepared in that the following language was incorrectly typed in said document and instead of said language reading as follows:

The Legal Description read as follows:

A certain tract or parcel of land, together with all buildings and improvements situated thereon and thereunto belonging, situated in Sections 29, 61 and 62, Township 9 South, Range 2 East, Southeastern District of Louisiana, and is described as **TRACT C-2-B-1-A containing 41.98** acres as per survey by W. J. Cointment, Jr., R.L.S. dated May 6, 1999 and recorded in Ascension Parish records in File No. _____. Said **TRACT C-2-B-1-A** is described as having such measurements and dimension as are shown on said survey referred to above. Said Tract is subject to such servitudes, building set back lines and pipeline servitudes, all as shown on said map.

The Legal Description should read as follows:

A certain tract or parcel of land, together with all buildings and improvements situated thereon and thereunto belonging, situated in Sections 29, 61 and 62, Township 9 South, Range 2 East, Southeastern District of Louisiana, and is described as **TRACT C-2-B-1-A containing 41.98** acres as per survey by W. J. Cointment, Jr., R.L.S. dated May 6, 1999 and recorded in Ascension Parish records in File No. 437358. Said **TRACT C-2-B-1-A** is described as having such measurements and dimension as are shown on said survey referred to above. Said Tract is subject to such servitudes, building set back lines and pipeline servitudes, all as shown on said map.

The language contained in said Cash Sale described herein above shall remain the same as stated in the original document recorded at File No. 438745 of the Ascension Parish Records, Louisiana.

This correction shall not effect any other paragraphs contained in said Cash Sale described herein above and they shall remain in the same as stated in the original document recorded at File No. 438745 of the Ascension Parish Records, Louisiana.

That in view of the above and foregoing, the said signers does hereby request and authorize the Clerk of Court to make mention of this Act of Correction in the margin of his records at File No. 438745 of the records of Ascension Parish, Louisiana.

THUS DONE AND EXECUTED at my office at Prairieville, Louisiana on the date first above mentioned, in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESS

WITNESS

LARRY W. BUQUOI

NOTARY PUBLIC

552622

8/11/03

END OF DOCUMENT-APCC

FILED AND RECORDED
MITHAEL BOURQUE
ASCENSION CLERK OF COURT

99 JUN 11 AM 11:39

BOOK 618 PAGE

MOB

CERTIFIED TRUE COPY OF
INSTRUMENT FILED FOR RECORD

439692

BY_____
DY. CLERK

STATE OF LOUISIANA
PARISH OF ASCENSION

ACT OF CASH SALE

BE IT KNOWN, that on this 10 day of June, 1999, before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared

G.M.S. DEVELOPMENT (TIN: 72-0908919), an ordinary Louisiana Partnership, whose articles are recorded at Partnership Book 9, Page 480, File Number 177303 of the official records of Ascension Parish, Louisiana, and registered with the Secretary of State, represented herein by its sole partners, JAMES B GODCHAUX, DAVID V MARAIST, and PAUL J SIBILLE, whose mailing address is declared to be P.O. Box 53346, Lafayette, La 70505, the said David V Maraist and Paul J Sibille being represented herein by their duly appointed Agent and Attorney-in-Fact, James B Godchaux, by virtue of a Power of Attorney dated this date and attached hereto and made a part hereof,

hereafter referred to as "SELLER",

who declared that for the price of ---------- ONE HUNDRED TWENTY THOUSAND AND NO/100 ------- ---------- ($120,000.00) --------- DOLLARS ----- cash, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto

DELTA TRAILER, INC. (TIN: 72-1426813), a Louisiana Corporation licensed to do and doing business in the Parish of East Baton Rouge, State of Louisiana, a copy of which Articles of Incorporation are recorded in the official records of Ascension Parish, Louisiana, represented herein by its duly authorized President, HUEY MILTON BEASON, JR , President, as will appear from the attached Resolution of the Board of Directors made a part hereof by reference, and whose mailing address is declared to be 4334 Country Hill, Baton Rouge, Louisiana 70816,

hereafter referred to as "PURCHASER",

the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER acknowledges

A certain tract or parcel of land, together with all buildings and improvements situated thereon, located in Sections 61 and 62, Township 9 South, Range 2 East, S E D , East of the Mississippi River, Ascension Parish, Louisiana, being shown more clearly by a map or plan of survey prepared by W J Comtment, Jr , R L S , dated January 14, 1999 and entitled *"Property Boundary Survey Plat of Tract C-2-B-2, Being a Portion of the GMS Dev Property as Shown on Survey Plat by Alton Anderson, Dated Sept 11, 1975, Situated in Sections 61 & 62, T9S, R2E, SE D , East of the Miss River, Ascension Parish, La ,"* a copy of which was approved by the Ascension Parish Planning Commission on January 20, 1999 and filed in the official records of Ascension Parish, Louisiana, and made a part hereof by reference Said tract being designated as **TRACT C-2-B-2**, containing 10 00 acres, and being described more clearly as follows COMMENCE at the Northeast corner of Tract C-2-B-2 and the southern right-of-way of La Highway 30, thence proceed South 45° 04' 30" East a distance of 300 feet to a point and corner, thence proceed South 20° 54' 07" West a distance of 1548 95 feet to a point and corner, thence proceed North 80° 32' 00" West a distance of 264 00 feet to a point and corner, thence proceed North 20° 23' 41" East a distance of 1723 49 feet to a point and corner, being the POINT OF BEGINNING, containing 10 00 acres and being subject to such servitudes, rights-of-way, and setback lines as are shown more clearly on the map or plan of survey referred to above and made a part hereof by reference

SELLER reserves an undivided one-half (1/2) interest in and to all of the oil, gas and other minerals in, on and under the land conveyed herein, but agrees that the surface of the land shall not be used for the exploration for or development of any mineral

CONVEYANCE
BOOK PAGE
0618 649

439692

6/11/99

Taxes for the current year will be pro-rated

All parties signing the within instrument have declared themselves to be of full legal capacity and have declared that the name, marital status, domicile and address of each is correct as set forth above

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the PURCHASER, PURCHASER's heirs and assigns shall have and hold the described property in full ownership forever

Appearers recognize that, except to the extent separately certified in writing, no title examination of said property has been performed by any undersigned Notary

THUS DONE AND PASSED on this 10 day of June, 1999, at Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the date hereinabove written, who sign with appearers and me, Notary, after due reading of the whole

WITNESSES

G M S DEVELOPMENT

BY JAMES B. GODCHAUX

BY DAVID MARAIST

BY JAMES B GODCHAUX
AGENT AND ATTORNEY-IN-FACT

BY PAUL SIBILLE

BY JAMES B GODCHAUX
AGENT AND ATTORNEY-IN-FACT

NOTARY PUBLIC

CONVEYANCE
BOOK PAGE
0618 650

* * * * * * *

THUS DONE AND PASSED on this 16 day of June, 1999, at Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the date hereinabove written, who sign with appearers and me, Notary, after due reading of the whole

WITNESSES

Justin C. James

Melissa J. Holley

DELTA TRAILER, INC.

BY Huey Milton Beason

HUEY MILTON BEASON, JR., PRESIDENT

DWIGHT D POIRRIER, NOTARY PUBLIC

JJC\ \UCB\DELTATRAILER

CONVEYANCE

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0618	651

RESOLUTION OF THE BOARD OF DIRECTORS
OF

DELTA TRAILER, INC

BE IT RESOLVED that the President of this corporation, HUEY MILTON BEASON, JR , is hereby authorized and empowered for and on behalf of, and in the name of this corporation, to purchase from any party, for the sum not more than ONE HUNDRED TWENTY THOUSAND AND NO/100 ($120,000 00) DOLLARS, to be paid in cash, the following described property

A certain tract or parcel of land, together with all buildings and improvements situated thereon, located in Sections 61 and 62, Township 9 South, Range 2 East, S E D , East of the Mississippi River, Ascension Parish, Louisiana, being shown more clearly by a map or plan of survey prepared by W J Comment, Jr , R L S , dated January 14, 1999 and entitled *"Property Boundary Survey Plat of Tract C-2-B-2, Being a Portion of the GMS Dev Property as Shown on Survey Plat by Alton Anderson, Dated Sept 11, 1975, Situated in Sections 61 & 62, T9S, R2E, SE D , East of the Miss River, Ascension Parish, La ,"* a copy of which was approved by the Ascension Parish Planning Commission on January 20, 1999 and filed in the official records of Ascension Parish, Louisiana, and made a part hereof by reference. Said tract being designated as TRACT C-2-B-2, containing 10 00 acres, and being described more clearly as follows COMMENCE at the Northeast corner of Tract C-2-B-2 and the southern right-of-way of La Highway 30, thence proceed South 45° 04' 30" East a distance of 300 feet to a point and corner, thence proceed South 20° 54' 07" West a distance of 1548 95 feet to a point and corner, thence proceed North 80° 32' 00" West a distance of 264 00 feet to a point and corner, thence proceed North 20° 23' 41" East a distance of 1723 49 feet to a point and corner, being the POINT OF BEGINNING, containing 10 00 acres and being subject to such servitudes, rights-of-way, and setback lines as are shown more clearly on the map or plan of survey referred to above and made a part hereof by reference

BE IT FURTHER RESOLVED that said officer is further authorized to sign all papers, documents and acts necessary in order to purchase the hereinabove described property, containing such terms as he in his sole judgment deems advisable, and to do any and all things as shall, in his sole discretion and judgment, be appropriate and desirable to accomplish the foregoing, containing such terms as he in his sole judgment deems advisable to accomplish the foregoing

---

I certify that I am the duly acting and qualified Secretary of DELTA TRAILER, INC , and that

(a) DELTA TRAILER, INC is duly organized and existing under the laws of the State of Louisiana, that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no such taxes are delinquent, that no proceedings are pending for forfeiture of its Charter or for its dissolution, voluntarily or involuntarily, that it is duly qualified to do business in the State of Louisiana and is in good standing with such State, that there is no provision in the Articles of Incorporation or Bylaws of said corporation limiting the power of the Board of Directors to pass the resolutions set out above and that the same are in conformity with the provisions of said Articles of Incorporation and Bylaws, and

(b) the above and foregoing constitutes a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of said corporation held on June 10, 19 99, at which meeting a quorum was present and voted in favor of said resolutions, and said resolutions have never been modified or rescinded and are still in full force and effect

Date June 10, 1999

Dana Jones Beason
DANA JONES BEASON, Secretary/Treasurer

CONVEYANCE
BOOK PAGE
0618 652

POWER OF ATTORNEY
TO
SELL REAL ESTATE

STATE OF LOUISIANA **PARISH OF LAFAYETTE**

KNOW ALL MEN BY THESE PRESENTS:

That WE, DAVID V. MARAIST, M.D. and PAUL J. SIBILLE, M.D , of the full age of majority and residents of the Parish of Lafayette, State of Louisiana, do hereby make, name, constitute and appoint:

JAMES B. GODCHAUX, M.D.

our true and lawful Attorney-In-Fact, for us, and in our names, place and stead to sell, transfer and convey all of right, title and investment in and to the following described property for the price of $120,000 00 and to pay a Real Estate Commission of 6% to East Bank Realty out of said sales price proceeds received on the below described property:

> A certain tract or parcel of land, together with all buildings and improvements situated thereon located in Sections 61 and 62, Township 9 South, Range 2 East, S E D , East of the Mississippi River, Ascension Parish, Louisiana, being shown more clearly by a map or plan of survey prepared by W J Comtment, Jr , R L S., dated January 4, 1999 and entitled "*Property Boundary Survey Plat of Tract C-2-B-2, Being a Portion of the GMS Dev Property as Shown on Survey Plat by Alton Anderson and dated Sept 11, 1975, Situated in Sections 63 & 62, T95, R2E, SE D , East of the Miss River, Ascension Parish, La.*," a copy of which was approved by the Ascension Parish Planning Commission on January 20, 1999 and filed in the official records of Ascension Parish, Louisiana, and made a part hereof by reference. Said tract being designated as TRACT C-2-B-2, containing 10.00 acres, and being described more clearly as follows. COMMENCE at the Northeast corner of Tract C-2-B-2 and the southern right of way of La. Highway 30, thence proceed South 45° 04' 30" East a distance of 300 feet to a point and corner, thence proceed South 20° 53' 07" West a distance of 1548 95 feet to a point and corner, thence proceed North 80° 32' 00" West a distance of 264 00 feet to a point and corner, thence proceed North 20° 23' 41" East a distance of 1723 49 feet to a point and corner, being the POINT OF BEGINNING, containing 10.00 acres and being subject to such servitudes, rights-of-way, and setback lines as are shown more clearly on the map or plan of survey referred to above and made a part hereof by reference.

and we give and grant unto our said Attorney-In-Fact full power and authority to sign all papers and deeds and documents, to issue all receipts and to do all acts necessary and proper to accomplish any and all of the duties hereinabove specified, with the same validity as we might ourselves do, were we personally present and acting for ourselves, and we hereby ratify and confirm whatever our said Attorney may do by virtue of this power

CONVEYANCE
BOOK PAGE
0618 653

THUS DONE AND PASSED, on this 10 day of June, 1999, in the presence of the competent witnesses who have hereunto signed their names with appearers and me, Notary, after due reading of the whole.

WITNESS

PAUL J. SIBILLE, M.D

WITNESS

DAVID V. MARAIST, M.D.

NOTARY PUBLIC

CONVEYANCE

BOOK	PAGE
0618	654

RECORDED FROM THE DOCUMENT ON FILE THIS 11TH DAY OF JUNE 1999

KERMIT HART BOURQUE CLERK OF ASCENSION

INSTRUMENT # 00604884
FILED AND RECORDED
ASCENSION CLERK OF COURT
2005 MAY 03 11:09:01 AM
COB ✓ MOB ___ OTHER ___

DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

DEPUTY CLERK
SLIPPRT02

STATE OF LOUISIANA
PARISH OF ASCENSION

ACT OF CASH SALE

BE IT KNOWN, that before the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

G.M.S. DEVELOPMENT (TIN: 72-XXX8979), an ordinary Louisiana Partnership, whose articles are recorded at Partnership Book 9, Page 480, File Number 177303 of the official records of Ascension Parish, Louisiana, and registered with the Secretary of State, represented herein by its sole partners, JAMES B. GODCHAUX, DAVID V. MARAIST, and PAUL J. SIBILLE, whose mailing address is declared to be Post Office Box 53346, Lafayette, Louisiana 70505, the said PAUL J. SIBILLE being represented herein by his duly appointed Agent and Attorney-in-Fact, JAMES B. GODCHAUX, by virtue of a Power of Attorney attached hereto and made a part hereof;

hereafter referred to as "SELLER";

who declared that for the price of ---------- NINE HUNDRED SIXTY-SIX THOUSAND AND NO/100 ------- ($966,000.00) ------- DOLLARS cash, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

CORNERSTONE DEVELOPMENT OF ASCENSION, L.L.C., (TIN: [TBD]), a Louisiana Limited Liability Company, duly authorized and doing business in the Parish of Ascension, State of Louisiana, represented herein by its Members, HUEY M. BEASON, JR. and ROBBIE K. FENN, whose mailing address is declared to be 16176 Tara Drive, Prairieville, Louisiana 70769;

hereafter referred to as "PURCHASER";

the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER acknowledges:

One (1) certain tract or parcel of ground, together with all buildings and improvements situated thereon, located in Sections 29, 61, and 31, Township 9 South, Range 2 East, Southeastern District, East of the Mississippi River, Ascension Parish, Louisiana, shown more clearly on a map or plan of survey prepared by W. J. Cointment, Jr., R.L.S., dated September 9, 1999, and entitled, *"Property Boundary Survey of Tract C-2-B-1-B, Situated in Sections 21 & 61 & 31, T9S-R2E, SE.D., East of the Mississippi River, Ascension Parish, Louisiana."* Said tract being designated as **TRACT C-2-B-1-B**, containing 84.98 acres, more or less, and being more particularly described as follows: COMMENCE at the Southeast corner of Tract C-2-B-1-B; thence proceed along a curve along La. Highway 30 at a bearing of North 54° 31' 58" West with a radius of 5669.58 feet along an arc of 477.13 a distance of 476.99 feet to a point; thence continue along a curve with a bearing of North 59° 22' 15" West with a radius of 5669.58 feet along an arc of 479.83 a distance of 479.69 feet to a point and corner; thence proceed South 66° 00' 02" West a distance of 280.88 feet to a point; thence proceed North 79° 34' 03" West a distance of 186.49 feet to a point and corner; thence proceed South 51° 33' 34" West a distance of 215.53 feet to a point; thence proceed South 63° 50' 51" West a distance of 126.04 feet to a point; thence proceed South 30° 08' 41" West a distance of 190.25 feet to a point; thence proceed South 27° 12' 41" West a distance of 225.79 feet to a point; thence proceed South 39° 27' 26" West a distance of 81.95 feet to a point; thence proceed South 62° 44' 06" West a distance of 171.44 feet to a point; thence proceed South 41° 49' 13" West a distance of 108.66 feet

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5/3/05

00604884

to a point; thence proceed South 80° 52' 13" West a distance of 142.99 feet to a point; thence proceed South 70° 05' 37" West a distance of 149.91 feet to a point; thence proceed South 38° 24' 33" West a distance of 175.88 feet to a point; thence proceed South 00° 22' 28" East a distance of 180.83 feet to a point; thence proceed South 19 ° 55' 08" East a distance of 117.34 feet to a point; thence proceed South 33 ° 06' 47" East a distance of 285.60 feet to a point; thence proceed South 58° 03' 43" East a distance of 108.45 feet to a point; thence proceed South 73° 39' 28" East a distance of 121.70 feet to a point; thence proceed South 52° 16' 10" East a distance of 253.46 feet to a point; thence proceed South 27° 47' 58" East a distance of 100.80 feet to a point; thence proceed South 01 ° 45' 06" East a distance of 162.21 feet to a point; thence proceed South 22° 47' 30" West a distance of 55.87 feet to a point and corner; thence proceed South 58° 59' 13" East a distance of 1094.89 feet to a point and corner; thence proceed North 20° 23' 41" East a distance of 2,339.15 feet to a point and corner, being the POINT OF BEGINNING, said Tract C-2-B-1-B containing 84.98 acres, more or less, and being subject to such servitudes, setback lines, and having such bearings and dimensions as shown on the map or plan of survey referred to above and made a part hereof by reference.

The above described property is sold "as is, where is" without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Buyer expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render its use so inconvenient or imperfect that Buyer would not have purchased it had he known of the vice or defect) provided by law in Louisiana, more specifically that warranty imposed by Louisiana Civil Code Art. 2520, et seq., with respect to Seller's warranty against latent or hidden defects of the property sold, or any other applicable law, not even for a return of the purchase price. Buyer forfeits the right to avoid the sale or reduce the purchase price on account of some hidden or latent vice or defect in the property sold. Seller expressly subrogates Buyer to all rights, claims and causes of action Seller may have arising from or relating to any hidden or latent defects in the property. This provision has been called to the attention of the Buyer and fully explained to the Buyer, and the Buyer acknowledges that he has read and understands this waiver of all express or implied warranties and accepts the property without any express or implied warranties.

Taxes for the current year will be pro-rated.

All parties signing the within instrument have declared themselves to be of full legal capacity and have declared that the name, marital status, domicile and address of each is correct as set forth above.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the PURCHASER, PURCHASER's heirs and assigns shall have and hold the described property in full ownership forever.

Appearers recognize that, except to the extent separately certified in writing, no title examination of said property has been performed by any undersigned Notary.

THUS DONE AND PASSED on the 28th day of April, 2005, at Lafayette, Lafayette Parish, Louisiana, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

Stacey Guillet
Stacey Guillet

Aimee J. Bodoin
Aimee J. Bodoin

G.M.S DEVELOPMENT

BY: James B. Godchaux
JAMES B. GODCHAUX, Partner

BY: David V. Maraist
DAVID V. MARAIST, Partner

BY: PAUL J. SIBILLE, Partner

By: James B. Godchaux
JAMES B. GODCHAUX
Agent and Attorney-in-Fact

NOTARY PUBLIC
JULIUS J. STAGG, IV
BAR ROLL # 24655

THUS SIGNED on this 28 day of April, 2005, at _____, Parish of _____, State of Louisiana, in the presence of the undersigned Notary Public and witnesses, who have signed with the parties after due reading of the whole.

WITNESSES:

Stacey Guillet
Printed Name: Stacey Guillet

Printed Name: Janice J. Bazow

James B. Godchaux
JAMES B. GODCHAUX, M.D., AGENT

NOTARY PUBLIC
Printed Name: _____
Notary ID / Bar Roll No. _____

Julius J. Stagg, IV
Bar Roll #24855

POWER OF ATTORNEY
(CONTRACT OF MANDATE)

EXHIBIT "A"

LEGAL DESCRIPTION:

One (1) certain tract or parcel of ground, together with all buildings and improvements situated thereon, located in Sections 29, 61, and 31, Township 9 South, Range 2 East, Southeastern District, East of the Mississippi River, Ascension Parish, Louisiana, shown more clearly on a map or plan of survey prepared by W. J. Cointment, Jr., R.L.S., dated September 9, 1999, and entitled, *"Property Boundary Survey of Tract C-2-B-1-B, Situated in Sections 21 & 61 & 31, T9S-R2E, SE.D., East of the Mississippi River, Ascension Parish, Louisiana."* Said tract being designated as **TRACT C-2-B-1-B**, containing 84.98 acres, more or less, and being more particularly described as follows: COMMENCE at the Southeast corner of Tract C-2-B-1-B; thence proceed along a curve along La. Highway 30 at a bearing of North 54° 31' 58" West with a radius of 5669.58 feet along an arc of 477.13 a distance of 476.99 feet to a point; thence continue along a curve with a bearing of North 59° 22' 15" West with a radius of 5669.58 feet along an arc of 479.83 a distance of 479.69 feet to a point and corner; thence proceed South 66° 00' 02" West a distance of 280.88 feet to a point; thence proceed North 79° 34' 03" West a distance of 186.49 feet to a point and corner; thence proceed South 51° 33' 34" West a distance of 215.53 feet to a point; thence proceed South 63° 50' 51" West a distance of 126.04 feet to a point; thence proceed South 30° 08' 41" West a distance of 190.25 feet to a point; thence proceed South 27° 12' 41" West a distance of 225.79 feet to a point; thence proceed South 39° 27' 26" West a distance of 81.95 feet to a point; thence proceed South 62° 44' 06" West a distance of 171.44 feet to a point; thence proceed South 41° 49' 13" West a distance of 108.66 feet to a point; thence proceed South 80° 52' 13" West a distance of 142.99 feet to a point; thence proceed South 70° 05' 37" West a distance of 149.91 feet to a point; thence proceed South 38° 24' 33" West a distance of 175.88 feet to a point; thence proceed South 00° 22' 28" East a distance of 180.83 feet to a point; thence proceed South 19° 55' 08" East a distance of 117.34 feet to a point; thence proceed South 33° 06' 47" East a distance of 285.60 feet to a point; thence proceed South 58° 03' 43" East a distance of 108.45 feet to a point; thence proceed South 73° 39' 28" East a distance of 121.70 feet to a point; thence proceed South 52° 16' 10" East a distance of 253.46 feet to a point; thence proceed South 27° 47' 58" East a distance of 100.80 feet to a point; thence proceed South 01° 45' 06" East a distance of 162.21 feet to a point; thence proceed South 22° 47' 30" West a distance of 55.87 feet to a point and corner; thence proceed South 58° 59' 13" East a distance of 1094.89 feet to a point and corner; thence proceed North 20° 23' 41" East a distance of 2,339.15 feet to a point and corner, being the POINT OF BEGINNING, said Tract C-2-B-1-B containing 84.98 acres, more or less, and being subject to such servitudes, setback lines, and having such bearings and dimensions as shown on the map or plan of survey referred to above and made a part hereof by reference.

THUS DONE AND SIGNED on the day and date set forth above at the City of Gonzales, Parish of Ascension, State of Louisiana, the parties hereto having affixed their signatures, together with me, Notary, and the undersigned witnesses, after due reading of the whole.

WITNESSES:

Justine E. James

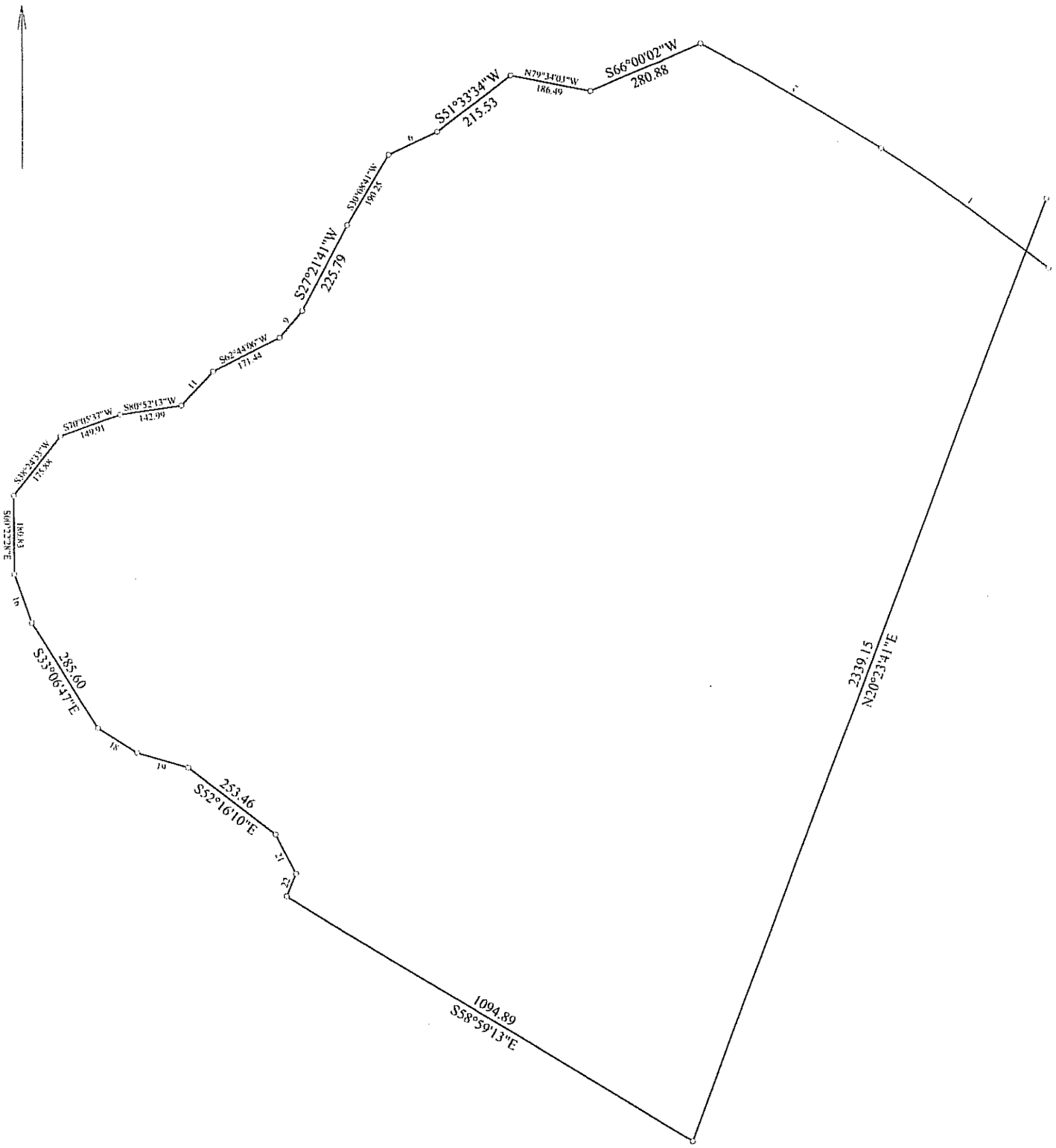
Kristen L. Turner

HUEY M. BEASON, JR.

ROBBIE K. FENN

DWIGHT D. POIRRIER, NOTARY PUBLIC
BAR ROLL #20570

END OF DOCUMENT-APCC



Title: TRACT C-2-B-1-B		Date: 05-23-2006
Scale: 1 inch = 309 feet	File:	

Data and Deed Call Listing of File:

Tract 1: 82.651 Acres: 3600281 Sq Feet: Closure = s01.5601e 162.48 Feet: Precision =1/47: Perimeter = 7671 Feet

001 Lt, R=5669.58, Arc=477.13
Brg=N54.3158W, Chd=476.99
002 Lt, R=5669.58, Arc=479.83
Brg=N59.2215W, Chd=479.69
003=S66.0002W 280.88
004=N79.3403W 186.49
005=S51.3334W 215.53
006=S63.5051W 126.04
007=S30.0841W 190.25
008=S27.2141W 225.79
009=S39.2726W 81.95
010=S62.4406W 171.44
011=S41.4913W 108.66
012=S80.5213W 142.99
013=S70.0537W 149.91
014=S38.2433W 175.88
015=S00.2228E 180.83
016=S19.5508E 117.34
017=S33.0647E 285.60
018=S58.0343E 108.45
019=S73.3928E 121.70
020=S52.1610E 253.46
021=S27.4758E 100.80
022=S22.4730W 55.87
023=S58.5913E 1094.89
024=N20.2341E 2339.15

INSTRUMENT # 00604886
FILED AND RECORDED
ASCENSION CLERK OF COURT
2005 MAY 03 11:09:30 AM
COB____MOB✓____OTHER____

PARISH CLERK & RECORDER

CERTIFIED TRUE COPY BY

DEPUTY CLERK

MULTIPLE INDEBTEDNESS MORTGAGE

Mortgagor: CORNERSTONE DEVELOPMENT OF ASCENSION, LLC (TIN: ##-###____)
16176 TARA DR.
PRAIRIEVILLE, LA 70769

Mortgagee: UNITED COMMUNITY BANK
MAIN OFFICE
P. O. BOX 850
GONZALES, LA 70707-0850

MULTIPLE INDEBTEDNESS MORTGAGE

BY: CORNERSTONE DEVELOPMENT OF ASCENSION, LLC

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ASCENSION

IN FAVOR OF:

UNITED COMMUNITY BANK

And Any Future Holder or Holders

BE IT KNOWN, that on April 28, 2005;

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses;

PERSONALLY CAME AND APPEARED:

CORNERSTONE DEVELOPMENT OF ASCENSION, LLC, a limited liability company duly organized, validly existing and in good standing under the laws of the State of LOUISIANA and has its registered offices at 16176 TARA DR., PRAIRIEVILLE, LA, 70769, appearing herein through its duly authorized member(s);

WHO DECLARED THAT:

TERMS AND CONDITIONS:

INDEBTEDNESS. The word "Indebtedness" as used in this Mortgage means individually, collectively and interchangeably any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Mortgagor from Mortgagee, as well as Mortgagee's successors and assigns, from time to time, one or more times, now and in the future, under a certain commercial loan agreement dated April 28, 2005 and any and all promissory notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation, a Note dated April 28, 2005, in the principal amount of $990,488.00, from Mortgagor to Mortgagee, and any and all amendments thereto and/or substitutions therefor, and any and all renewals, extensions and refinancings thereof, as well as any and all other obligations, including, without limitation, Mortgagor's covenants and agreements in any present or future loan or credit agreement or any other agreement, document or instrument executed by Mortgagor and liabilities that Mortgagor may now and/or in the future owe to and/or incur in favor of Mortgagee, whether direct or indirect, or by way of assignment or purchase of a participation interest, and whether related or unrelated, or whether committed or purely discretionary, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, due or to become due, and whether now existing or hereafter arising, or otherwise secured or unsecured, whether Mortgagor is obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or as a surety, guarantor, or endorser, of every nature and kind whatsoever, whether or not any such indebtedness may be barred under any statute of limitations or prescriptive period or may be or become otherwise unenforceable or voidable for any reason whatsoever. **Notwithstanding any other provision of this Mortgage, the maximum amount of indebtedness**

Certified copy

15

secured hereby shall be limited to $50,000,000.00.

GRANTING OF MORTGAGE. And now, in order to secure the prompt and punctual payment and satisfaction of the Indebtedness, in principal, interest, costs, expenses, attorneys' fees and other fees and charges, and additionally to secure repayment of any and all Additional Advances that Mortgagee may make on behalf of Mortgagor as provided in this Mortgage, together with interest thereon, Mortgagor does by these presents specifically mortgage, affect and hypothecate unto and in favor of Mortgagee, any and all of Mortgagor's present and future rights, title and interest in and to the following described Property **located in ASCENSION Parish, State of Louisiana:**

The immovable (real) property specifically described as follows:

> **See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.**

Together with any and all present and future buildings, constructions, component parts, improvements, attachments, appurtenances, fixtures, rights, ways, privileges, advantages, batture, and batture rights, servitudes and easements of every type and description, now and/or in the future relating to the Property, and any and all items and fixtures attached to and/or forming integral or component parts of the Property in accordance with the Louisiana Civil Code.

The Property or its address is commonly known as TRACT C-2-B-1-B, SEC 29,31,AND 61 T9D,R2E, GEISMAR, LA 70734.

MORTGAGE SECURING FUTURE INDEBTEDNESS. This Mortgage has been executed by Mortgagor pursuant to Article 3298 of the Louisiana Civil Code for the purpose of securing Mortgagor's Indebtedness that may now be existing or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law. However, nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which Mortgagor's Indebtedness may be requested or extended. Mortgagor's additional loans will automatically be secured by this Mortgage without the necessity that Mortgagor agrees or consents to such a result at the time additional loans are made and that the note or notes evidencing such additional loans reference the fact that such notes are secured by this Mortgage. Mortgagor understands that Mortgagor may not subsequently have a change of mind and insist that Mortgagor's additional loans not be secured by this Mortgage unless Mortgagee specifically agrees to such a request in writing.

DURATION OF MORTGAGE. This Mortgage will remain in effect until (A) all of the Indebtedness is fully paid and satisfied and there is no agreement or commitment to advance any additional Indebtedness; and (B) Mortgagor cancels this Mortgage by filing a written cancellation instrument signed by Mortgagee. When all of the Indebtedness is fully paid and satisfied and there is no agreement or commitment to advance any additional indebtedness, Mortgagor may request Mortgagee to sign such a written cancellation instrument by writing Mortgagee at the above address or at such other address as Mortgagee may advise. Mortgagee may delay providing Mortgagor with such a mortgage cancellation instrument for a period of sixty (60) days following receipt of Mortgagor's written request, or such longer time as may be necessary for Mortgagee to verify that all conditions precedent for mortgage cancellation have been satisfied.

PROHIBITIONS REGARDING PROPERTY. So long as this Mortgage remains in effect, Mortgagor shall not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, do anything or permit anything to be done that may in any way affect Mortgagee's security interests and rights in and to the mortgaged Property, or create or permit to exist any Encumbrance in or against any of the Property, in favor of any person other than Mortgagee.

REPRESENTATIONS AND WARRANTIES CONCERNING THE PROPERTY. Except as previously disclosed to Mortgagee in writing, Mortgagor represents and warrants that: (A) Mortgagor is and will continue to be the lawful owner of the Property; (B) Mortgagor has the right to mortgage the Property to Mortgagee; (C) as of the time this Mortgage is recorded, there are no Encumbrances affecting the Property; (D) the security rights and interest granted under this Mortgage will at no time become subordinate or junior to any security rights, interests, liens, or claims of, or in favor of, any person, firm, corporation, or other entity; and (E) this Mortgage is binding upon Mortgagor as well as Mortgagor's heirs, successors, legatees, administrators, executors, representatives and assigns, and is legally enforceable in accordance with its terms. The above representations and warranties, and all other representations and warranties contained in this Mortgage, are and will be continuing in nature and will remain in full force and effect until such time as this Mortgage is cancelled in the manner provided above.

INSURANCE PROVISIONS. The following insurance provisions are a part of this Mortgage:

pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means and includes all amounts identified in the Indebtedness section of this Mortgage.

Mortgage. The word "Mortgage" means this Multiple Indebtedness Mortgage as this Multiple Indebtedness Mortgage may be amended, supplemented, restated or otherwise modified from time to time.

Mortgagee. The word "Mortgagee" means UNITED COMMUNITY BANK, Mortgagee's successors and assigns, and any future holder or holders of the Indebtedness or any interest therein.

Mortgagor. The word "Mortgagor" means individually, collectively and interchangeably CORNERSTONE DEVELOPMENT OF ASCENSION, LLC, as well as any and all persons and entities subsequently purchasing the mortgaged Property, with or without assumption of this Mortgage.

Note. The word "Note" means the note or credit agreement **dated April 28, 2005, in the principal amount of $990,488.00** from CORNERSTONE DEVELOPMENT OF ASCENSION, LLC to Lender, together with all substitute or replacement notes therefor, as well as all renewals, extensions, modifications, refinancings, consolidations and substitutions of and for the note or credit agreement.

Property. The word "Property" means all of Mortgagor's right, title and interest in and to all the Property as described in the "Granting of Mortgage" section of this Mortgage.

Real Property. The words "Real Property" mean the real immovable property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rights. The word "Rights" means any and all of Mortgagor's additional rights collaterally assigned and pledged to Mortgagee as provided under this Mortgage.

THUS DONE AND PASSED, on the day, month and year first written above, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with Mortgagor after reading of the whole.

WITNESSES:

X Justine E James
Witness Justine E James

X Kristen L. Turner
Witness Kristen L. Turner

MORTGAGOR:

CORNERSTONE DEVELOPMENT OF ASCENSION, LLC

By: _____
HUEY M. BEASON, JR.

By: _____
ROBBIE K. FENN

_____
DWIGHT D. POIRRIER
NOTARY PUBLIC

LA Bar/Notary ID No. 20570

EXHIBIT "A"

MULTIPLE INDEBTEDNESS MORTGAGE

CORNERSTONE DEVELOPMENT OF ASCENSION, L.L.C.

LEGAL DESCRIPTION:

One (1) certain tract or parcel of ground, together with all buildings and improvements situated thereon, located in Sections 29, 61, and 31, Township 9 South, Range 2 East, Southeastern District, East of the Mississippi River, Ascension Parish, Louisiana, shown more clearly on a map or plan of survey prepared by W. J. Cointment, Jr., R.L.S., dated September 9, 1999, and entitled, *"Property Boundary Survey of Tract C-2-B-1-B, Situated in Sections 21 & 61 & 31, T9S-R2E, SE.D., East of the Mississippi River, Ascension Parish, Louisiana."* Said tract being designated as **TRACT C-2-B-1-B**, containing 84.98 acres, more or less, and being more particularly described as follows: COMMENCE at the Southeast corner of Tract C-2-B-1-B; thence proceed along a curve along La. Highway 30 at a bearing of North 54° 31' 58" West with a radius of 5669.58 feet along an arc of 477.13 a distance of 476.99 feet to a point; thence continue along a curve with a bearing of North 59° 22' 15" West with a radius of 5669.58 feet along an arc of 479.83 a distance of 479.69 feet to a point and corner; thence proceed South 66° 00' 02" West a distance of 280.88 feet to a point; thence proceed North 79° 34' 03" West a distance of 186.49 feet to a point and corner; thence proceed South 51° 33' 34" West a distance of 215.53 feet to a point; thence proceed South 63° 50' 51" West a distance of 126.04 feet to a point; thence proceed South 30° 08' 41" West a distance of 190.25 feet to a point; thence proceed South 27° 12' 41" West a distance of 225.79 feet to a point; thence proceed South 39° 27' 26" West a distance of 81.95 feet to a point; thence proceed South 62° 44' 06" West a distance of 171.44 feet to a point; thence proceed South 41° 49' 13" West a distance of 108.66 feet to a point; thence proceed South 80° 52' 13" West a distance of 142.99 feet to a point; thence proceed South 70° 05' 37" West a distance of 149.91 feet to a point; thence proceed South 38° 24' 33" West a distance of 175.88 feet to a point; thence proceed South 00° 22' 28" East a distance of 180.83 feet to a point; thence proceed South 19° 55' 08" East a distance of 117.34 feet to a point; thence proceed South 33° 06' 47" East a distance of 285.60 feet to a point; thence proceed South 58° 03' 43" East a distance of 108.45 feet to a point; thence proceed South 73° 39' 28" East a distance of 121.70 feet to a point; thence proceed South 52° 16' 10" East a distance of 253.46 feet to a point; thence proceed South 27° 47' 58" East a distance of 100.80 feet to a point; thence proceed South 01° 45' 06" East a distance of 162.21 feet to a point; thence proceed South 22° 47' 30" West a distance of 55.87 feet to a point and corner; thence proceed South 58° 59' 13" East a distance of 1094.89 feet to a point and corner; thence proceed North 20° 23' 41" East a distance of 2,339.15 feet to a point and corner, being the POINT OF BEGINNING, said Tract C-2-B-1-B containing 84.98 acres, more or less, and being subject to such servitudes, setback lines, and having such bearings and dimensions as shown on the map or plan of survey referred to above and made a part hereof by reference.

END OF DOCUMENT-APCC

INSTRUMENT # 00632965
FILED AND RECORDED
ASCENSION CLERK OF COURT
2006 APR 05 02:20:40 PM
CASH MOB OTHER
DEPUTY CLERK & RECORDER
CERTIFIED TRUE COPY BY
SLIPPRTGD2

NOTICE OF PURCHASE AGREEMENT AND ACT OF DEPOSIT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority personally came and appeared:

STEPHEN G. MCCOLLISTER

who declared that he is the Attorney for Superstar Investments, Inc. and on behalf of his client, hereby places the following documents of record:

1. Agreement to Purchase and Sell Commercial Property dated March 13, 2006 by and between Cornerstone Development of Ascension, L.L.C., as Seller, and Superstar Investments, Inc., as Purchaser, affecting the property located in Geismar, Louisiana and described in the said Purchase Agreement, a copy of which is attached hereto as Exhibit "A".

Appearer hereby requests and instructs the Clerk of Court for Ascension Parish, Louisiana, to record these documents in the conveyance records of his office and index this act in the names of the seller and purchaser referenced above.

THUS DONE AND SIGNED at Baton Rouge, Louisiana on the 5th day of April, 2006, in the presence of the undersigned competent witnesses and Notary Public.

WITNESSES:

Laurie Shivor

Michelle D. Holland

STEPHEN G. MCCOLLISTER, Attorney for Superstar Investments, Inc.

Joshua B. Zelden
NOTARY PUBLIC
Bar Roll No. 27150
My Commission Expires at Death

4

632965

4/5/06

141

Date/Time Received: 3/13/06 11:00AM

Received by: [illegible]

Date/Time Presented To Seller: 3/13/06 11:40 AM

AGREEMENT TO PURCHASE AND SELL COMMERCIAL PROPERTY

Date: March 13, 2006

I/We offer to purchase the following property:

Property Located at: Land on Hwy. 30, Ascension Parish

Legal Description: See Attached

Property Description: Approximately 84.98 acres on Hwy. 30, Gonzales, Louisiana 70734

I/We offer and agree to purchase the property described above for the sum of **One Million Six Hundred Fifteen Thousand and NO/100 Dollars ($1,615,000.00)** Payable in Cash at Act of Sale unless otherwise specified. This offer is subject to any valid restrictions and to servitude's of record and to any zoning ordinances affecting this property. It is understood by Purchaser that Seller makes no warranty respecting the soil or sub-soil conditions of the property conveyed, or its suitability for construction.

Terms of Sale:

- **Contingency Period:** At the sole expense of Purchaser, Purchaser shall have Seventy-Five (75) days after the Acceptance Date of the Agreement hereinafter referred to as the "Contingency Period", to make a thorough inspection of the property to include environmental, zoning, flood zone, soil conditions, and other aspects of the property as it relates to Purchaser's intended use. If Purchaser is not satisfied with the results of these inspections, then Purchaser, in Purchaser's sole discretion, reserves the right to cancel this Agreement during the Contingency Period by providing Seller or Seller's agent with written notice of such cancellation during this period. If Purchaser so elects to cancel this agreement, Seller agrees to instruct Broker in writing to promptly return the deposit to the Purchaser.
- **Assignments:** Purchaser may assign this contract to a related entity or any entity to be formed prior to closing, provided that neither purchaser nor seller shall be relieved from any obligations of this contract.
- **Tax Free Exchange:** The subject property may be sold or purchased through an IRS Section 1031 tax-free exchange and Purchaser and Seller acknowledge that either may utilize a qualified intermediary for the purpose of completing the tax-free exchange. Seller and Purchaser agree to provide reasonable assistance in preparing and signing any documentation that may be required to complete the exchange transaction. Neither Seller nor Purchaser will be required to take title to any additional tract of land to complete the tax-free exchange.
- **Property Condition:** Effective from the date of this contract to the date of the Act of Sale, Seller shall maintain the property in its current condition.
- **Miscellaneous:** Subject to Purchaser obtaining acceptable financing, appraisal, survey and insurance within Contingency Period.
- Seller to provide any environmental (including Phase I) and survey information that he has available or any other information to assist in due-diligence.
- If seller owns any mineral rights they are to be conveyed.
- Rents and/or taxes for the Year the sale is closed shall be prorated.
- All necessary tax, mortgage, and release certificates and cancellations shall be paid for by Seller.
- Edward L. Rotenberg is a Licensed Real Estate Agent in the State of Louisiana

Act of Sale to be passed, at expense to Purchaser and before Purchaser's Notary, unless otherwise provided herein within on or before June 9, 2006 or before with mutual agreement by both parties in writing. Any extension shall be agreed upon in writing and signed by Seller and Purchaser. However, if bona fide curative work in connection with title is required the parties hereto agree to and do extend the time for passing Act of Sale by Thirty (30) days. Seller's title shall be merchantable. In the event the title is not valid or merchantable and cannot within 30 days from the date set for the passage of this sale

S:Edward/pa/land hwy. 30 3-13-06

be made valid or merchantable at a reasonable expense, this contract shall be null and void at the option of the Purchaser and the deposit shall be returned to Purchaser.

Occupancy to be given at Act of Sale.

I/We make herewith a deposit to Broker, as part of the sales price, in the sum of: **Ten Thousand and NO/100 ($10,000.00)** Dollars which is to be deposited in listing broker's non-interest bearing escrow. This deposit shall not be considered as earnest money. **In the event Purchaser does not close on subject property the deposit will be forfeited to Seller (unless there are title issues or default by Seller). Providing Purchaser closes this deposit will be applied towards purchase price.**

Time is of the essence in this contract. In the event of default by either party, the non-defaulting party shall have the right to demand and sue for specific performance and/or damages. The defaulting party under this contract shall also be liable for the Broker's fees and all attorneys' fees and other costs incurred in the enforcement of any and all rights under this contract.

Broker and his agents have acted only as real estate broker to bring the parties together and will in no case be liable to either party for performance on non-performance of any part of this agreement or for any warranty of any nature, unless specifically set forth herein in writing, and Broker specifically makes no warranty whatsoever as to whether or not the property by this agreement is situated within or without the Government's hundred year flood plan.

Either party hereto who fails to comply with the terms of this offer, if accepted, is obligated to pay all fees and costs incurred in enforcing collection and damages. Purchaser agrees to pay Broker's commission in the event purchaser fails to perform under this contract.

Upon completion and acceptance of this Purchase Agreement, the sellers agree to pay Sealy & Falgoust Real Estate, L.L.C. for professional services rendered the sum of Three (3%) percent of the gross sales price to be paid at Act of Sale.

This offer remains binding and irrevocable until **Wednesday, March 15, 2006 @ 4:00 p.m.**

SELLER:
Cornerstone Development of Ascension, L.L.C.

[signature] 3/14/06
Date

PURCHASER:
Superstar Investments, Inc.

[signature] 3-13-06
Date

Address: 7632 Bluegrass Blvd
B.R, LA 70809

Phone: 225-766-0000

Date/Time Received: 3/13/06 11:00

Received by: [illegible]

Date/Time Presented To Seller: 3/13/06 11:40AM

One (1) certain tract or parcel of ground, together with all buildings and improvements situated thereon, located in Sections 29, 61, and 31, Township 9 South, Range 2 East, Southeastern District, East of the Mississippi River, Ascension Parish, Louisiana, shown more clearly on a map or plan of survey prepared by W. J. Cointment, Jr., RL.S., dated September 9, 1999, and entitled, "Property Boundary Survey of Tract C-2-B4-13, Situated in Sections 21 & 61 & 31, T9S-R2E, SE,D., East of the Mississippi River, Ascension Parish, Louisiana." Said tract being designated as TRACT C-2-B-1-13, containing 84.98 acres, more or less, and being more particularly described as follows: COMMENCE at the Southeast corner of Tract C-2-B-1-B; thence proceed along a curve along La. Highway 30 at a bearing of North 54' 31' 58" West with a radius of 5669.58 feet along an arc of 477.13 a distance of 476.99 feet to a point; thence continue along a curve with a bearing of North 59' 22' 15" West with a radius of 5669.58 feet along an arc of 479.83 a distance of 479.69 feet to a point and corner; thence proceed South 66' 00' 02" West a distance of 280.88 feet to a point; thence proceed North 79' 34' 03" West a distance of 186.49 feet to a point and corner; thence proceed South 51' 33' 34" West a distance of 215.53 feet to a point; thence proceed South 63' 50' 51" West a distance of 126.04 feet to a point; thence proceed South 30' 08' 41" West a distance of 190.25 feet to a point; thence proceed South 27' 12' 41" West a distance of 225.79 feet to a point; thence proceed South 39' 27 26" West a distance of 81.95 feet to a point; thence proceed South 62' 44' 06" West a distance of 171.44 feet to a point; thence proceed South 41' 49' 13" West a distance of 108.66 feet to a point; thence proceed South 80 52' 13" West a distance of 142.99 feet to a point; 1: thence proceed South 70' 05' 37" West a distance of 149.91 feet to a point; thence proceed South 38' 24' 33" West a distance of 175.88 feet to a point; thence proceed South 00' 22' 28" East a distance of 180.83 feet to a point; thence proceed South 19 55' 08' East a distance of 117.34 feet to a point; thence proceed South 33 06' 47" East a distance of 285.60 feet to a point; thence proceed South 58' 03' 43" East a distance of 10845 feet to a point; thence proceed South 73' 39' 28" East a distance of 121.70 feet to a point; thence proceed South 52' 16' 10" East a distance of 253.46 feet to a point; thence proceed South 27' 47' 58" East a distance of 100.80 feet to a point; thence proceed South 01 '45' 06" East a distance of 162.21 feet to a point; thence proceed South 22' 47' 30" West a distance of 55.87 feet to a point and corner; thence proceed South 58' 59' 13" East a distance of 1094.89 feet to a point and corner; thence proceed North 20' 23' 41" East a distance of 2,339.15 feet to a point and corner, being the POINT OF BEGINNING, said Tract C-2-B-1-B containing 84.98 acres, more or less, and being subject to such servitudes, setback lines, and having such bearings and dimensions as shown on the map or plan of survey referred to above and made a part hereof by reference.

END OF DOCUMENT APCC

S:Edward/pa/land hwy. 30 3-13-06

MAR.14.2006 3:43PM SEALY & FALGOUST

NO TITLE EXAMINATION HAS BEEN REQUESTED OF AND NONE HAS BEEN MADE BY ME, NOTARY, AND THE PROPERTY DESCRIPTION HEREIN IS AS FURNISHED BY THE PARTIES HERETO.

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO THAT THE ABOVE DESCRIBED TRACT "B" IS BEING CONVEYED FREE AND CLEAR FROM ANY MORTGAGES, JUDGMENTS, LIENS OR OTHER ENCUMBRANCES WHICH MAY AFFECT THE SAME.

All parties signing the within instrument have declared themselves to be of full legal capacity.

United States Internal Revenue Stamps required by law in the amount of $_____ have been affixed hereto and duly cancelled.

The certificate of mortgages as required by Article 3364 of the revised Civil Code of Louisiana is dispensed with by the parties. All taxes assessed against the property herein conveyed have been paid as appears from the certificate hereto annexed. Taxes for the year of 1975 will be paid by Sellers.

All agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

Thus done, read and passed at my office in Baton Rouge, Parish of East Baton Rouge, Louisiana, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on the date first above written.

WITNESSES:

Marie D. Hayes

Marie D. Hayes

Elsie S. Mouch

Elsie S. Mouch

John A. Jones

JOHN A. JONES

Jesse R. Jones

JESSE R. JONES

Billy Jack White

BILLY JACK WHITE

Lawrence A. Durant

Lawrence A. Durant, Notary Public

FILED FOR RECORD_____, 19____, at_____o'clock____M. Original_____, Bundle_____.

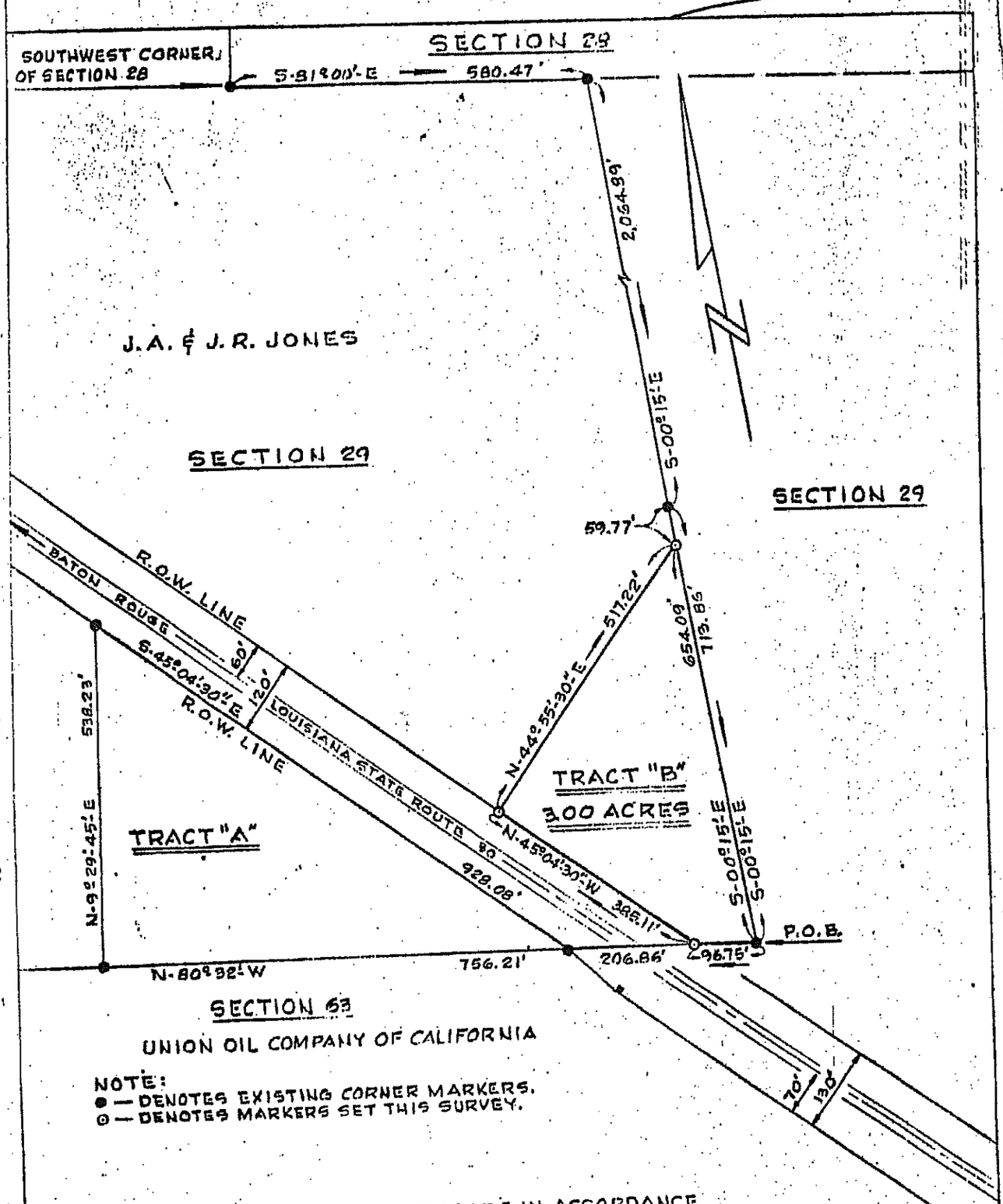
Dy. Clerk and Recorder, East Baton Rouge Parish

DULY RECORDED in Conveyance Book No._____, Folio____, of the records of the Parish of East Baton Rouge, Louisiana, on the _____ day of _____, 19____, at _____o'clock___M,

Dy. Clerk and Recorder

Form 80 FP 43744

138031



SECTION 63

UNION OIL COMPANY OF CALIFORNIA

NOTE:
● — DENOTES EXISTING CORNER MARKERS.
⊙ — DENOTES MARKERS SET THIS SURVEY.

STATE OF LOUISIANA
W. L. WALDREP
REG. No. 239
REGISTERED
LAND SURVEYOR

THIS PLAT IS MADE IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 33:5051 ET SEQ. AND CONFORMS WITH ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.

W. L. Waldrep
W. L. WALDREP-LAND SURVEYOR

SURVEY MAP OF TRACT "B" OF THE J.A. AND J.R. JONES PROPERTIES LOCATED IN SECTION 29, T-9S, R-2E, S.E.D. OF LOUISIANA, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA.
SCALE-1"=200' BY: W.L.W. 9-11-75

W. L. WALDREP & ASSOCIATES

Recorded from the original on file this the 16th day of October 1975

Vermit Hart Bourque
VERMIT HART BOURQUE
CLERK AND RECORDER

186

Orig._____ Bdle._____

Form 80

CASH SALE
STATE OF LOUISIANA

On this 16th day of November, 19 76

before me, a Notary Public for the Parish of East Baton Rouge, Louisiana, and in the presence of the subscribing witnesses, personally appeared:

JOHN A. JONES, who declared that he has been married but once and then to Mary Virginia E. Jones, born Eubanks, with whom he is now living; and

JESSE R. JONES, who declared that he has been married but once and then to Eleanor L. Jones, born LaCook, with whom he is now living,

RECEIVED

146029 1976 NOV 22 AM 9:11

Betty P Martinez

herein called SELLER, resident s of and domiciled in Greenwell Springs, State of Louisiana

whose permanent mailing address is declared to be Rural Route 213

who declared that for the price of EIGHT THOUSAND AND NO/100 ($8,000.00)---------- DOLLARS,

cash, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

BILLY JACK WHITE, who declared that he has been married but once and then to Martha V. White, born Vidos, with whom he is now living,

herein called BUYER, resident___ of and domiciled in Baton Rouge, State of Louisiana,

whose permanent mailing address is declared to be Route 3, Box 486-A

the following described property the possession and delivery of which BUYER acknowledges:

A certain tract or parcel of land, together with all buildings and improvements thereon, being a part of the J. A. and J. R. Jones Properties, located in Section 29, Township 9 South, Range 2 East, Southeast District of Louisiana, East of the Mississippi River, Ascension Parish, Louisiana, said tract or parcel of land being more particularly described as follows: Commencing at the Southwest corner of Section 28, Township 9 South, Range 2 East; Thence South 81° 00' East a distance of 580.47 feet to a corner; Thence South 00° 15' East a distance of 2,064.89 feet to a point; Thence continue South 00° 15' East a distance of 59.77 feet to the northern most corner of Tract B, being the point of beginning; Thence South 44° 55' 30" West a distance of 517.22 feet to a corner on the right of way of Louisiana State Route 30; Thence North 45° 04' 30" West a distance of 200.00 feet to a corner; Thence North 54° 15' 20" East a distance of 623.75 feet to a corner; Thence South 00° 15' East a distance of 139.40 feet to the point of beginning, being Tract C of the J. A. and J. R. Jones Properties and more fully described by reference to a survey map of said Tract C dated November 5, 1976, prepared by B. J. White, P.E. and Land Surveyor, a copy of which is annexed hereto and made a part hereof.

146029

81

283-186 11/22/76

No title examination has been requested of and none has been made by me, Notary, and the property description herein is as furnished by the parties hereto.

It is understood by and between the parties hereto that the above described Tract C is being conveyed as being clear from any mortgages, judgments, liens or other incumberances which may affect the same.

P506

All parties signing the within instrument have declared themselves to be of full legal capacity.

United States Internal Revenue Stamps required by law in the amount of $_____ have been affixed hereto and duly cancelled.

The certificate of mortgages as required by Article 3364 of the revised Civil Code of Louisiana is dispensed with by the parties.

All taxes assessed against the property herein conveyed have been paid as appears from the certificate hereto annexed. Taxes for the year of 1976 will be paid by Sellers.

All agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

Thus done, read and passed at my office in Baton Rouge, Parish of East Baton Rouge, Louisiana, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on the date first above written.

WITNESSES:

Charlotte Buhler
CHARLOTTE BUHLER

Elsie Mouch
ELSIE MOUCH

John A. Jones
JOHN A. JONES

Jesse R. Jones
JESSE R. JONES

Billy Jack White
BILLY JACK WHITE

Lawrence A. Durant
LAWRENCE A. DURANT Notary Public

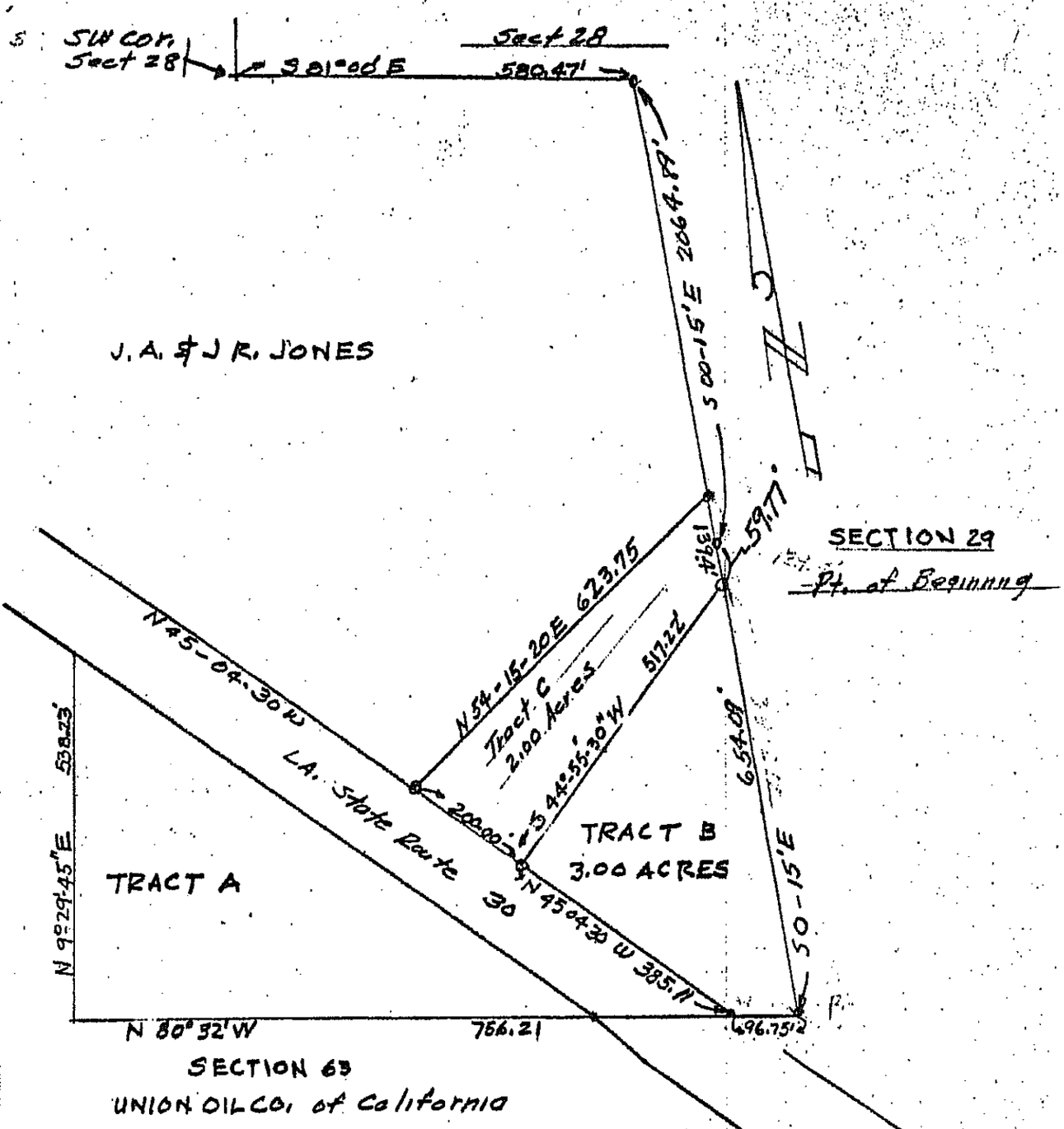
FILED FOR RECORD_____, 19____, at_____o'clock_____M. Original_____, Bundle_____.

Dy. Clerk and Recorder, East Baton Rouge Parish

DULY RECORDED in Conveyance Book No._____, Folio_____, of the records of the Parish of East Baton Rouge, Louisiana, on the _____ day of _____, 19____, at _____o'clock____M.

Dy. Clerk and Recorder

Form 30 FP 48766



STATE OF LOUISIANA
B. J. WHITE
REG. No. 4252
REGISTERED
PROFESSIONAL ENGINEER
IN
CIVIL ENGINEERING

THIS PLAT IS MADE IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 33:5051 ET SEQ. AND CONFORMS WITH ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.

B. J. White - P.E. & Land Surveyor

SURVEY MAP OF TRACT "C" OF THE J. A. AND J. R. JONES PROPERTIES LOCATED IN SECTION 29, T-9S, R-2E, S.E.D. OF LOUISIANA, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA.

Scale - 1"=200' By: B.J.W. 11/5/76

Recorded from the original on file this the 22nd day of NOVEMBER 1976

KERMIT HART BOURQUE
CLERK AND RECORDER

RECEIVED

AGRICULTURAL LEASE 1977 MAR 24 PM 1:

148538

CB

B. Buggage

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

THIS AGREEMENT entered into this 17th day of March, 1977, by and between:

JOHN A. JONES and RICHARD JONES, both residents of the full age of majority of East Baton Rouge Parish, State of Louisiana,

hereinafter called "Lessors"; and

JOHN S. BARRY, JR., a resident of lawful age of the Parish of East Baton Rouge, State of Louisiana,

hereinafter called "Lessee".

WITNESSETH:

1.

For and in consideration of the rentals to be paid by Lessee as hereinafter set forth, and upon the terms and conditions hereinafter stated, Lessors do hereby lease, for agricultural farming purposes, unto Lessee, the following described property:

A certain tract of land situated in the Parish of Ascension, State of Louisiana, being all of that portion of the property owned by Lessors in Sections 31, 61 and 29, T-9-S, R-2-E, Southeastern Land District of Louisiana, lying north of Louisiana Highway 30.

2.

This lease shall be for a term of three (3) years, commencing January 1, 1977, and ending December 31, 1979.

3.

Lessee shall pay Lessors, as yearly rental during the term of this lease, twenty (20%) percent of the gross proceeds received from all crops produced on the leased premises during each lease year. Lessee shall furnish Lessors elevator receipts showing the gross crop volumes at the time of harvest. Lessee shall notify Lessors before Lessee sells the crop or any portion thereof.

148538

3/24/77

84

287-213

Lessors retain the right to sell their portion of the crop at any time after harvest. Payments to Lessors shall be made at the time of sales of the agricultural crops grown on the leased premises.

4.

All costs, expenses, and other amounts expended of any kind whatsoever in preparing the ground for planting, harvesting, producing and transporting the crops grown on the leased premises shall be borne and paid for by Lessee.

5.

In the event any operations conducted by Lessors, Lessors' agents or assigns cause loss or damage to Lessee's crops, or to the surface of the land herein leased, Lessee shall have the right to claim and collect damages from the party or parties causing the loss or damage, and Lessors agree to assist Lessee in the collection of such damages.

6.

Lessee shall have the right to use and occupy the leased premises for agricultural purposes only. Lessee shall have the right to plant the premises in soybeans or any other similar crop during the term of this lease, in keeping with the farming practices for the cultivation of said crops in the locality of the property leased.

7.

Lessee does not have the right to sublease the property herein leased, in whole or in part, without first obtaining the written consent of Lessors, which Lessors agree not to unreasonably withhold.

8.

Upon the expiration of this lease, Lessee agrees to vacate and surrender the leased premises without any further notice from Lessors. Lessee shall have the privilege of removing any of his material and equipment placed by him upon the leased premises.

9.

It is agreed and understood that in the event of any breach of any condition or obligation owed by Lessee under this contract, Lessee shall have ten (10) days after the receipt of written notice from Lessors informing Lessee of the nature of such breach to comply with such condition or obligation.

10.

Lessors warrant that they have the right to lease the property covered hereunder and will defend Lessee's possession against all parties.

11.

During the term of this lease, Lessors shall have the right to sell the leased property. However, if the property is sold after Lessee has begun planting his crop for the year, Lessee shall have the right to retain possession of the premises until his crop is harvested. If the property is sold before Lessee has begun planting his crop for the year, Lessors shall reimburse Lessee all expenses he has incurred in anticipation of planting, including the payment of any contracts for sale or purchase of seed, fertilizer, crops, etc.

12.

This lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors or assigns.

13.

All rental payments to be made, and all notices due and to be sent to Lessors shall be made and/or sent to John A. Jones, Route 2, Box 213-A, Greenwell Springs, Louisiana 70739.

All notices due and to be sent to Lessee shall be sent to John S. Barry, Jr., Route 3, Box 100, Baton Rouge, Louisiana 70808.

IN WITNESS WHEREOF, Lessors and Lessee have hereunto signed this lease in triplicate original, in the presence of the undersigned competent witnesses.

WITNESSES:

Debra C. Johnson

Charles G. Richardson

LESSORS:

John A. Jones

Richard Jones

LESSEE:

John S. Barry, Jr.

Recorded from the original on file this the 24th day of MARCH 1977

KERMIT HART BOURQUE
CLERK AND RECORDER

838

177304

RECEIVED
1980 SEP 11 PM 12:15
HART BOURDOIS
CLERK OF COURT
BY Delise I. Dwyer
DEPUTY CLERK OF COURT

SALE WITH MORTGAGE

STATE OF LOUISIANA

On this 9 day of September, 1980, before me, a Notary Public for the Parish of Iberville, and in the presence of the subscribing witnesses personally appeared:

JOHN A. JONES and MARY E. JONES, married to and living with each other, and JESSE R. JONES and ELEANOR L. JONES, married to and living with each other, all residents of the Parish of East Baton Rouge,

hereinafter referred to as Seller, who declared that for the consideration and upon the terms expressed below, Seller does hereby sell and deliver with full warranty of title, and with subrogation to all rights and actions of warranty Seller may have, unto:

G.M.S. DEVELOPMENT, an ordinary Louisiana Partnership, whose mailing address is P. O. Box 53346, Lafayette, Louisiana 70505, herein represented by James Godchaux, David Maraist and Paul Sibille.

hereinafter referred to as Buyer, the following described property the possession and delivery of which Buyer acknowledges:

A certain tract or parcel of land containing 170.405 acres, more or less, located and situated in Section 31, 61, 62 and 63, Township 9 South, Range 2 East, Southeastern District of Louisiana, and what was also known as Section 29, Township 9 South, Range 2 East, Southeastern Land District, bounded on the east by New River, on the North and East by Louisiana Highway No. 30 and bounded on the South by Union Oil Company and Allied Chemical, being a portion of the old Riverside Plantation, together with all the buildings and improvements thereon and all the rights, ways, privileges, prescriptions, and advantages thereunto belonging, including alluvion and batture, said tract being more fully described as follows:

Begin at the point where the Southernmost right-of-way of Louisiana Highway 30 intersects with the middle of New River, said point being located in Section 31, Township 9 South, Range 2 East, said point being the point of beginning, thence travel S 48°58' W 124.75 feet, thence S 68°30' W 227.04 feet, thence N 79°15' W 195.56 feet, thence S 61°15' W 61.71 feet, thence S 43°45' W 128.24 feet, thence S 60°10' W 179.52 feet, thence S 27°00' W 222.42 feet, thence S 31°15' W 105.60 feet, thence S 18°35' W 73.26 feet, thence S 37°10' W 98.67 feet, thence S 81°40' W 99.40' feet, thence 53°00' W 72.27 feet, thence S 40°05' W 66.66 feet, thence S 64°00' W 84.15 feet, thence S 87°55' W 87.45 feet, thence S 76°05' W 109.23 feet, thence S 53°30' W 56.43 feet, thence S 36°15' W 146.85 feet, thence S 14°35' W 63.69 feet, thence S 15°00' E 130.68 feet, thence S 19°05' E 81.31 feet, thence S 45°10' W 20.13 feet, thence S 32°45' E 129.03 feet, thence S 33°50' E 180.84 feet, thence S 64°40' E 101.97 feet, thence S 78°40' E 113.85 feet, thence S 69°45' E 100.52 feet, thence S 36°55' E 206.58 feet, thence S 09°30' W 112.86 feet, thence S 10°35' W 139.26 feet, thence S 59°02' E 1644.72 feet, thence N 33°00' E 334.95 feet, thence S 80°32' E 2059.70 feet, thence N 9°29'45" E 643.22 feet to a

This Act of Correction is corrected by
Act of Correction recorded in C.B. 331
File No. 12/96 Folio 99
Deputy Clerk of Court

mt6
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120

9-11-80

88

#177304

3.28-120

293-838

293-838

point, said point being located on the Southern boundary of the right-of-way for Louisiana Highway No. 30 thence N 45°04'30" W 2087.50 feet, thence N 47°27' W 300 feet, thence N 49°49' W 300 feet, thence N 52°11' W 300 feet, thence N 54°33' W 300 feet, thence N 56°55' W 300 feet to the point of beginning being a portion of the same property acquired by vendors herein at Conveyance Book 185, folio 183 and Conveyance Book _____ folio _____, all as shown on a map entitled "Map Showing Survey of a Tract Containing 175.346 Acres" made by Alton F. Anderson, dated August 25, 1980, a copy of which is attached hereto and made a part hereof.

Seller reserves one-half of the oil, gas, and other minerals in, on or under, or that may be produced and saved from the said property; provided, however, seller shall have no rights to use any of the surface of the property for any purposes whatsoever, including, but not limited to, drilling or other operations for the expiration, production, storage or processing of oil, gas, or other minerals.

This sale is made for the price of Seven Hundred Sixty Six Thousand Eight Hundred ($766,800.00) Dollars, lawful current money, in partial payment and reduction whereof the Buyer has well and truly paid unto the Seller the sum of One Hundred Fifty Three Thousand Three Hundred Sixty ($153,360.00) Dollars, receipt of which is hereby acknowledged by the Seller and complete acquittance and discharge granted unto the Buyer therefore, and for the balance of said purchase price namely the sum of Six Hundred Thirteen Thousand Four Hundred Forty ($613,440.00) Dollars, the Buyer has made, executed and delivered to the Seller one certain promissory note dated of even date herewith, payable to the order of John A. Jones, Mary E. Jones, Jesse R. Jones and Eleanor L. Jones, with interest at the rate of 8% per annum from the date hereof until paid, such principal and interest being due and payable in fifteen (15) annual installments of Seventy One Thousand Six Hundred Sixty Eight and 19/00 ($71,668.19) Dollars each; the first installment being due and payable on the 10 day of September, 1981, and one instalment being due and payable on the 10 day of September of each year thereafter until all are paid.

The note paraphed for identification with this act further provides that, if it should be placed in the hands of an attorney for collection, by suit or otherwise, the maker will pay attorney's fees fixed at 10% of the amount due or in suit.

Said note was paraphed "Ne Varietur" by me, Notary, for identification herewith, and Seller acknowledged its receipt.

This act corrected by act of Correction recorded in Book 617
File No. 438743 Folio 254
MB _____ File No. _____ Fo _____
6/2 1997
Theresa
CLERK & RECORDER
ASCENSION PARISH, LA.

In order to secure the full and final payment of the unpaid purchase price, represented as aforesaid, together with all costs, including attorney's fees, Buyer grants and Seller retains a special mortgage with vendor's lien and privilege on the property sold in favor of Seller and any future holder of the note, or any part thereof, until the note shall have been fully satisfied. The property conveyed shall not be sold, alienated, or encumbered to the prejudice of this mortgage. If any part of this note shall not be punctually paid according to its tenor, the property may be seized and sold under executory process issued by any court of competent jurisdiction, without appraisement, to the highest bidder, payable in cash; Buyer expressly dispenses with appraisement, and confesses judgment in favor of any holder of the note for its full amount with interest and costs, including attorney's fees, and all other amounts secured hereby.

Buyer shall pay all taxes assessed and all liens which may be asserted by governmental authorities against the property mortgaged before they become delinquent. If Buyer fails to do so, holder is authorized (but not obligated) to pay the taxes or liens at Buyer's expense. The holder of said note shall become subrogated to all the rights and privileges of the governmental authorities to which taxes or liens were due, and all sums so expended in paying taxes, liens, or fees, shall bear interest at the rate of eight (8%) per cent per annum from date of disbursement.

Taxes for the year will be prorated.

All the agreements and stipulations herein contained, and all the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto. The Buyer, his heirs and assigns shall have and hold the property described in full ownership forever.

Seller agrees to grant and Buyer shall have the right to obtain, releases from the mortgage, vendor's lien and resolutory condition upon the entire property or a portion thereof. The procedure for obtaining said releases shall be as follows:

1. No release shall be granted at any time in which the Buyer is in default hereunder.
2. No release shall be granted until one year from the act of sale.

3. The Seller and Buyer hereby appoint and designate as Escrow Agent the American Bank & Trust Company, Baton Rouge, Louisiana, to hold substituted collateral in pledge for the Seller or any future holder or holders of the note, and the said Escrow Agent shall be given authority to execute the act of release of the entire property mortgaged on behalf of the holder or holders of the said note, for the release herein provided, and to receive and receipt for substituted collateral pledged for such release. The Clerk and Ex-Officio Recorder of mortgages of the Parish of Ascension, Louisiana, is hereby authoried and directed upon an order from the Escrow Agent to release from the vendor's privilege, resolutory condition and special mortgage herein stipulated, the entire property mortgaged in accordance with the provisions of this release clause. All costs and expenses in connection with the escrow and release shall be paid by the party seeking the release and the owner of the collateral pledged for the release shall be entitled to all interest, dividends or other income which said pledged collateral shall earn while the said substituted collateral remains in the hands of the Escrow Agent.

4. The Purchaser of the said property shall be entitled to the release from the vendor's privilege, resolutory condition and special mortgage of the entire property mortgaged upon depositing in an amount equal to the principal balance owed on said note, for the account of the Purchaser any of the following types of securities with the American Bank & Trust Company, Baton Rouge, Louisiana, as Escrow Agent: Certificates of deposit of any bank or savings and loan association in East Baton Rouge Parish, Louisiana, U.S. Treasury bills, U.S. Treasury notes, U.S. Treasury bonds, or the obligation of any Federal agency guaranteed by the full faith and credit of the United States of America. Said securities shall be pledged to and substituted as security for the hereinabove described promissory note in lieu of the vendor's privilege, resolutory condition and special mortgage upon the property released.

After each scheduled payment is made upon the said note, of either principal or interest, the Escrow Agent shall release and deliver to the owners of the pledged collateral securities an amount equal to the payment made, provided said note is not otherwise in default, and that said pledged collateral is bearing interest at a rate of not less than Eight (8%) per cent per annum. If said pledged collateral bears interest of less than Eight (8%) per cent per annum, then additional collateral equal to this difference in return between Eight (8%) per cent per annum and the rate of said collateral bears, will be retained and only a sum equal to the amount of the payment made less said difference in return shall be released.

5. It is clearly agreed and understood that the pledged securities shall be and remain the property of the pledgor and that the holder or holders of said note shall have no right thereto, except as pledgee, and shall have no right, title or claim to any income from the pledged securities.

6. All requests by the Buyer or any future owner of the property for partial releases shall be accompanied by a map or survey by a registered Civil Engineer showing the exact acreage to be released and the location thereof. The Buyer shall be entitled to releases upon the property designated by the map or survey upon depositing for the account of the Buyer with the escrow agent, securities as described above with a value equal to Six Thousand Five Hundred ($6,500.00) Dollars per acre of the area sought to be released.

7. In addition to the above method for partial release, the Buyer shall also be entitled to a release of acreage based upon all sums paid by the Buyer and received by the Seller for the purchase price. For each Six Thousand Five Hundred ($6,500.00) Dollars so paid and received, toward the principal of the promissory note, the purchaser shall be entitled to a release of one acre of property.

8. Buyer will not be required, in the aggregate, to pledge securities in any amount in excess of the principal balance owed on said note plus all interest to be due thereon to date of payment.

9. In the event acreage released from the mortgage, vendor's lien and resolutory condition shall operate so as to separate the still encumbered property from access to an existing public road, the Buyer, upon request of Seller, shall grant, create and dedicate a private or public servitude for passage and utilities with a minimum width of fifty (50) feet from the then existing public road to the encumbered property.

THUS DONE AND SIGNED by the parties in St. Gabriel, Louisiana, on the date first above written in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

John A. Jones

Mary E. Jones

Jesse R. Jones

Eleanor L. Jones

G.M.S. DEVELOPMENT

By: James S. Godchaux
James Godchaux

David Maraist

Paul Sibille

WITNESSES:

Robert D. Abouteau

John L. Berry Jr.

FOR MAP SEE ORIGINAL

Paul Shelby Breaux Jr.
NOTARY PUBLIC

93
125

Recorded from the original on file this the 11th day of SEPTEMBER 1980

KERMIT HART BOURQUE
CLERK AND RECORDER

MORTGAGE
BOOK PAGE
0636 090

FILED AND RECORDED
KERMIT HART BOURQUE
ASCENSION PARISH CLERK OF COURT
95 SEP 14 AM 9:39
COB
MOB 636 FOLIO
RECORDER

CERTIFIED TRUE COPY
358104
BY
DY. CLERK

LOST NOTE AFFIDAVIT

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
IBERVILLE

BEFORE the undersigned Notary Public personally came and appeared:

JOHN A. JONES and **MARY E. JONES,** married to and living with each other,

and

JESSE R. JONES and **ELEANOR L. JONES,** married to and living with each other, all residents of the Parish of East Baton Rouge, State of Louisiana,

who declared that **G.M.S. DEVELOPMENT,** an ordinary Louisiana Partnership, represented herein by James Godchaux, David Maraist and Paul Sibille was the maker of that note in the sum of Six Hundred Thirteen Thousand Four Hundred Forty and 00/100 ($613,440.00) Dollars, dated September 9, 1980, payable in fifteen (15) annual installments with last installment being due September 10, 1995, which note was secured by and paraphed "NE VARIETUR" for identification with an act of Sale with Mortgage of same date which is recorded at MOB 293, Folio 838, File No. 177304 of the Ascension Public Records, affecting 170.405 acres located in §31, §61, §62 and §63, T9S, R2E Ascension Parish, Louisiana. Appearer declares that said note has been fully paid and satisfied.

Appearer further declares that said note has been lost or accidently destroyed and cannot be found, despite a diligent search for the same, and therefore cannot be presented for cancellation despite the fact that it has been fully paid.

Affiant authorizes the Clerk of Court and ex-officio recorder of mortgages in and for the Parish of Ascension, State of Louisiana to cancel the above described mortgage and does hereby agree to indemnify any person or entity for damages, including the Clerk of Court, for any damages resulting to such person as a consequence of the cancellation of said mortgage.

SWORN TO AND SUBSCRIBED before me on this 9th day of September 1995 in Baton Rouge, Louisiana, in the presence of the undersigned witnesses and me, Notary.

Patsy C. Wheat
Witness:

John A. Jones
John A. Jones

Linda L. Gonzales
Witness:

Mary E. Jones
Mary E. Jones

Virginia L.W. Jones
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF IBERVILLE

SWORN TO AND SUBSCRIBED before me on this 13th day of SEPT., 1995 in ST GABRIEL, Louisiana, in the presence of the undersigned witnesses and me, Notary.

Margaret R. Crawford
Witness

Jesse R. Jones
Jesse R. Jones

Wm. P. Hoff
Witness:

Eleanor L. Jones
Eleanor L. Jones

Paul Sibille Drew
NOTARY PUBLIC

X

Jones.Aff/8-95( )

RECORDED FROM THE ORIGINAL ON FILE THIS 14th DAY OF SEPT. 1995
Kermit Hart Bourque
KERMIT HART BOURQUE CLERK OF ASCENSION

#358104

636-90

9-14-95

94

ACT OF CORRECTION

STATE OF LOUISIANA

PARISH OF IBERVILLE

BEFORE ME, Notary, on this 3 day of December, 1980 personally came and appeared Paul Philip Breaux, Jr., who after being duly sworn and subscribed declared that he was the Notary for a sale with mortgage dated September 9, 1980 and recorded at Original 177304 of the Public Records of the Parish of Ascension wherein a certain tract of land containing 170.405 acres more or less was sold by John A. Jones, Mary E. Jones, Jessee R. Jones and Eleanor L. Jones to G.M.S. Development, represented by James Godchaux, David Maraist and Paul Sibille.

#179245

277-245

331-94

1/15/81

94-A

This property contained a typographical error which Notary hereby corrects, the property description should contain the following sentence at the end of the description: "This 170.405 acre tract is located in Ascension Parish, Louisiana."

Wherefore Notary requests that the Clerk of Court make notation of this correction at Conveyance Book 328, File Number 177304 and Mortgage Book 293, File Number 177304 of the Public Records of the Parish of Ascension.

SWORN TO AND SUBSCRIBED before me on the date above given.

WITNESSES:

Catherine Landaiche

Linda A. Monroe

Paul Philip Breaux, Jr.

Robert A. Hewitt

NOTARY PUBLIC

9 331 Dec 94

179245 1980 DEC 9 AM 1:33

State of Louisiana Parish of Ascension

I, do hereby certify that the above and foregoing was recorded, filed and recorded in Book of Mortg. 297 File No. 2458 9 Dec 1980

94-B

From the original on file this the 15th day of JANUARY 1981

KERMIT HART BOURQUE
CLERK AND RECORDER

96

BOOK PAGE
0847 656

✓ 1cc

FILED AND RECORDED
MARY DOUCUVE
CLERK OF COURT
99 JUN -2 AM 10: 34

CERTIFIED TRUE COPY OF INSTRUMENT FILED FOR RECORD
438743
BY _____ DY. CLERK

ACT OF CORRECTION

STATE OF LOUISIANA
PARISH OF IBERVILLE

BEFORE ME, Notary Public, personally came and appeared

PAUL PHILIP BREAUX

who after being duly sworn did declare that he was the notary on that act of sale with mortgage dated September 9, 1980 from John A Jones and Mary E Jones and Jesse R Jones and Eleanor L Jones to G M S. Development, an ordinary Louisiana Partnership, which act of sale is recorded at Conveyance Book 328, Page 120, File No 177304 of the Ascension Parish Public Records Contained in the property description is an invalid call This invalid call was placed into the property description by virtue of a clerical error and, an error on the original map of the subdivided property

Attached hereto is a copy of the corrected map made by Alton F Anderson, Registered Land Surveyor, dated August 25, 1980

Appearer hereby corrects the description of the property sold to read as follows, to-wit

A certain tract or parcel of land in Ascension Parish, Louisiana, containing 170 403 acres, more or less, located and situated in §31, §61, §62 and §63, T9S, R2E, Southeastern District of Louisiana, and what was also known as §29, T9S, R2E, Southeastern Land District, bounded on the East by New River, on the North and East by Louisiana Highway No 30 and bounded on the South by Union Oil Company and Allied Chemical, being a portion of the old Riverside Plantation, together with all the buildings and improvements thereon and all the rights, ways, privileges, prescriptions, and advantages thereunto belonging, including alluvion and batture, said tract being more fully described as follows Begin at the point where the Southernmost right-of-way of Louisiana Highway 30 intersects with the middle of New River, said point being located in §31, T9S, R2E, said point being the POINT OF BEGINNING, thence travel S 48° 58' W 184 75 feet, thence S 68° 30' W 227 04 feet, thence N 79° 15' W 195 56 feet, thence S 61° 15' W 61 71 feet, thence S 43° 45' W 128 24 feet, thence S 60° 10' W 179 52 feet, thence S 27° 00' W 222 42 feet, thence S 31° 15' W 105 60 feet, thence S 18° 35' W 73 26 feet, thence S 37° 10' W 98 67 feet, thence S 81° 40' W 99 40 feet, thence S 53° 00' W 72 27 feet, thence S 40° 05' W 66 66 feet, thence S 64° 00' W 84 15 feet, thence S 87° 55' W 87 45 feet, thence S 76° 05' W 109 23 feet, thence S 53° 30' W 56 43 feet, thence S 36° 15' W 146 85 feet, thence S 14° 35' W 63 69 feet, thence S 15° 00' E 130 68 feet, thence S 19° 05' E 81 31 feet, thence S 45° 10' W 20 13 feet, thence S 32° 45' E 129 03 feet, thence S 33° 50' E 180 84 feet, thence S 64° 40' E 101 97 feet, thence S 78° 40' E 113 85 feet, thence S 69° 45' E 100 52 feet, thence S 36° 55' E 206 58 feet, thence S 09° 30' W 112 86 feet, thence S 10° 35' W 139 26 feet, thence S 59° 02' E 1644 72 feet, thence N 31° 00' E 334 95 feet, thence S 80° 32' E 2059 70 feet, thence N 9° 29' 45" E 643 22 feet to a point, said point being located on the Southern boundary of the right-of-way for Louisiana Highway 30 thence N 45° 04' 30" W 2087 50 feet, thence N 47° 27' W 300 feet, thence N 49° 49' W 300 feet, thence N 52° 11' W 300 feet, thence N 54° 33' W 300 feet, thence N 56° 55' W 300 feet to the POINT OF BEGINNING, being a portion of the same property acquired by vendors herein at Conveyance Book 185, folio 183 and Conveyance Book ___,

m 293/838

CONVEYANCE
BOOK PAGE
0617 754

438743

847-656

617-754

6/2/99

97

MORTGAGE
BOOK PAGE
0847 657

folio ____, all as shown on a map entitled "MAP SHOWING SURVEY OF A TRACT CONTAINING 175 346 ACRES" made by Alton F. Anderson, dated August 25, 1980, a copy of which is attached hereto and made a part hereof.

Appearer hereby authorizes the Clerk of Court to make notation of this Act of Correction on the margin of the conveyance records described above

THUS DONE AND PASSED before me, at my office in St. Gabriel, Louisiana, this 5 day of May, 1999.

WITNESSES:

Stacey M. Jordan

Paul Philip Breaux Jr

Paul Philip Breaux

Marguerite R. Crawford

NOTARY PUBLIC

RECORDED FROM THE DOCUMENT ON FILE THIS 2ND DAY OF JUNE 1999

KERMIT HART BOURQUE CLERK OF ASCENSION

Breaux Cor/5-99

CONVEYANCE
BOOK PAGE
0617 755

98

AGRICULTURAL LEASE

STATE OF LOUISIANA 180282 1981 FEB -9 AM 10:26

PARISH OF IBERVILLE

THIS AGREEMENT entered into this 4th day of FEBRUARY, 19 81, by and between:

GMS DEVELOPMENT, an ordinary Louisiana Partnership, with its principal office located in Lafayette, Louisiana,

herein after called "Lessors"; and

JOHN S. BARRY, JR., a resident of lawful age of the Parish of East Baton Rouge, State of Louisiana,

hereinafter called "Lessee".

WITNESSETH:

1.

For and in consideration of the rentals to be paid by Lessee as hereinafter stated, Lessors do hereby lease, unto Lessee, the following described property:

A certain tract of land situated in the Parish of Ascension, State of Louisiana, being all of that portion of the property owned by Lessors in Sections 31, 61 and 29, T-9-S, R-2-E, Southeastern Land District of Louisiana, bounded on the east by New River, on the north and east by Louisiana Highway 30 and bounded on the south by Union Oil Company and Allied Chemical.

2.

This Lease shall be for a term of five (5) years, commencing on the 4th day of FEBRUARY, 19 81, and terminating on the 4th day of FEBRUARY, 19 86.

3.

Lessee shall pay Lessors, as yearly rental during the term of this lease, twenty five (25) percent of the gross proceeds received from all crops produced on the leased premises during each lease year. Lessee shall furnish Lessors elevator receipts showing the gross crop volumes at the time of harvest. Lessee shall notify Lessors before Lessee sells the crop or any portion thereof. Lessors retain the right to sell their portion of the crop at any time after harvest. Payments to Lessors shall be made at the time of sales of the agricultural crops grown on the leased premises.

4.

All costs, expenses, and other amounts expended of any kind whatsoever in preparing the ground for planting, harvesting, producing and transporting the crops grown on the leased premises shall be borne and paid for by Lessee except as hereinafter provided.

#180282

332-624 2/9/81

5.

In the event any operations conducted by Lessors, Lessors' agents or assigns cause loss or damage to Lessee's crops, or to the surface of the land herein leased, Lessee shall have the right to claim and collect damages from the party or parties causing the loss of damage, and Lessors agree to assist Lessee in the collection of such damages.

6.

Lessee shall have the right to plant the premises in soybeans or any other similar crop during the term of this lease, in keeping with the farming practices for the cultivation of said crops in the locality of the property leased.

7.

It is further understood and agreed that Lessee may be required to implement improvements to the drainage of the property and to provide for the removal of "stumps" from the property. In the event of the above Lessee shall be entitled to a credit toward his rental payment not to exceed One Thousand and 00/00----------($1000.00) Dollars per year for the first three (3) years of this lease agreement.

8.

Upon the expiration of this lease, Lessee agrees to vacate and surrender the leased premises without any further notice form Lessors. Lessee shall have the privilege of removing any of his material and equipment placed by him upon the leased premises.

9.

It is agreed and understood that in the event of any breach of any condition or obligation owed by Lessee under this contract, Lessee shall have ten (10) days after the receipt of written notice from Lessors informing Lessee of the nature of such breach to comply with such condition or obligation.

10.

Lessors warrant that they have the right to lease the property covered hereunder and will defend Lessee's possession against all parties.

11.

During the term of this lease, Lessors shall have the right to sell the leased property. However, if the property is sold after Lessee has begun planting his crop for the year, Lessee shall have the right to retain possession of the premises until his crop is harvested. If the property is sold before Lessee

has begun his crop for the year, Lessors shall reimburse Lessee all expenses he has incurred in anticipation of planting, including the payment of any contracts for sale or purchase of seed, fertilizer, crops, etc.

12.

This lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors or assigns.

13.

All rental payments to be made, and all notices due and to be sent to Lessors shall be made and/or sent to GMS Development, P. O. Box 53346, Lafayette, Louisiana 70505.

All notices due and to be sent to Lessee shall be sent to John S. Barry, Jr., Route 3, Box 100, Baton Rouge, Louisiana 70808.

IN WITNESS WHEREOF, Lessors and Lessee have hereunto signed this lease in duplicate original, in the presence of the undersigned competent witnesses.

WITNESSES:

LESSORS:

BY:
GMS Development

John S. Barry, Jr.

Recorded from the original on file this the 19th day of February, 1981

KERMIT HART BOURQUE, CLERK & RECORDER

Tract No: 2 0D5-3-1-2-8

STATE OF LOUISIANA

PARISH OF ASCENSION

RECEIVED
HARRY DAUGHUS
CLERK OF COURT
MAR 28 3 30 PM '85
BY N. Para
DY. CLERK OF COURT

RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

This Agreement executed this date by and between

G.M.S. DEVELOPMENT, an ordinary Louisiana partnership, whose mailing address is P. O. Box 53346, Lafayette, Louisiana 70505, herein represented by James B. Godchaux, David V. Maraist and Paul J. Sibille,

(hereinafter called "Grantor," whether one or more), for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, deliver and convey, unto FAUSTINA PIPE LINE COMPANY, a Delaware corporation (hereinafter called "Grantee"), a single right-ofway, servitude and easement thirty (30) feet in width, hereafter called "right-of-way", at any time and from time to time, to lay, construct, maintain, alter, inspect, operate, repair, relocate, change the size of, remove, replace or abandon a pipeline and equipment as may be presently available or developed in the future and appurtenances thereto, including without limitation, valves, fittings, corrosion protection equipment, vent pipes, and other apparatus above the ground as set forth hereinbelow, for the transportation of oil, gas, petroleum, petroleum products and derivatives of any of them, and any other liquids, gases or substances which can be transported through pipelines, on, over, across and through lands owned by Grantor or in which Grantor has an interest situated in Ascension Parish, State of Louisiana, described as follows:

A certain tract or parcel of land containing 170.405 acres, more or less, situated in Sections 31, 61, 62 and 63, Township 9 South, Range 2 East, Southeastern Land District, Ascension Parish, Louisiana, and what was also known as Section 29, Township 9 South, Range 2 East, Southeastern Land District, Ascension Parish, Louisiana, bounded now or formerly on the West by New River, on the North and East by Louisiana Highway No. 30 and bounded on the South by Union Oil Company and Allied Chemical, being a portion of the old Riverside Plantation being the same property and more fully described in that certain Act dated September 9, 1980, recorded under Entry No. 177304, in Book 293, at Page 838, of the Conveyance Records of Ascension Parish, Louisiana.

together with temporary work space of 45 feet adjacent to the 30 feet of right-of-way and such additional work space adjacent thereto during construction of its pipeline and appurtenances where the pipeline crosses roads, bridges, canals, waterways, and other such impediments to normal installation operations. Provided, however, that Grantee may, at its sole discretion, alter or correct the legal description of the right-of-way to conform to that area actually occupied by the Grantee's pipeline.

#220368

135

102

383-135 3/28/85

Grantee shall maintain sufficient drainage across the right-of-way at all times during construction.

Grantee agrees not to block any road of Grantor for more than two (2) hours at one time.

There are included in this grant the rights of ingress and egress for the right to lay, construct, and maintain, inspect, repair, operate, replace, change, remove or abandon in place the said line, but except for emergency repairs, said rights of ingress and egress shall be strictly limited to the right-of-way herein granted.

In the event Grantee, or its successors and assigns, should voluntarily fail or neglect to use the servitude herein granted for a period of two (2) consecutive years, then in that event, this servitude and all other rights herein granted except the privilege of Grantee to remove the pipeline shall be cancelled for non-use and considered abandoned and Grantee, or its successors and assigns, shall furnish Grantor, their heirs and assigns, with a recordable release of this instrument, unless such failure to exercise said rights are from causes beyond the direct control of Grantee.

It is hereby understood that the above consideration includes full payment, settlement and satisfaction for all anticipated detriment and damages of whatever nature and character, including actual damages to growing crops, which may occur upon the construction right-of-way as a result of or incident to, or in connection with the construction of the pipeline.

Grantor reserves the right to use and enjoy the above described lands except as may be necessary for the purposes herein granted, provided Grantor shall not interfere with nor obstruct Grantee in the exercise of its rights hereunder, and shall not construct nor permit to be constructed any house, structure, reservoir or other obstruction or excavation and shall not change the grade on, over or within the permanent right-of-way and easement.

Grantee agrees at the time of construction to bury the pipeline to a depth of at least thirty-six inches (36") through lands then under cultivation. Grantee agrees to restore the right-of-way to its former condition as nearly as practicable by utilizing standard pipeline construction equipment and practices, except that a small mound may be left over the trench in which the pipeline is laid to allow for normal soil consolidation.

Grantee shall have the right to clear, and keep cleared, all trees, undergrowth and other obstructions from the right-of-way, and after the pipeline has been installed, Grantee shall not be liable for damages for clearing trees and undergrowth from the right-of-way.

No permanent structure or facility of any character shall be constructed on said right-of-way strip above ground by Grantee except vents, markers and cathodic protection devices, which structures or facilities shall be located at fence lines, property lines, roadways, top banks or streams or at other such locations so as not to interfere with Grantor's operations.

Grantee agrees that should Grantor's future development of the above described lands necessitate the installation of sewerage, water, telephone or electric lines, or any other similar type of public utility, including drainage lines, across the right-of-way, Grantee shall within six (6) months of written notification from Grantor, at Grantee's sole option, and at Grantee's expense, either lower its pipeline to

accomodate Grantor's installation of said utility lines, or pay to Grantor the additional sums necessary to have said utility lines constructed below Grantee's pipeline.

Grantor reserves and retains the right to construct roads, roadways, streets, bridges and parking lots across and over the right-of-way granted herein, provided however, that should any portion of the right-of-way be paved or covered, Grantor shall give written notice to Grantee prior to such paving or covering and Grantor shall allow Grantee's engineers the right to review Grantor's paving or covering design and coordinate with Grantor in the installation of leak detection devices to permit Grantee's performance of leak detection tests as required by applicable governmental regulations.

Grantor represents that the above-described property is rented to _____ until _____, 19___.

Grantor warrants that he is the owner of the above-described lands, and has full right and authority to enter into and deliver this agreement.

This Agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this Agreement and its content thereto are evidenced by its payment to Grantor of the consideration first recited above.

This Agreement, as written, covers the entire agreement between the parties and no other representations or agreements, written or oral, have been made modifying, adding to or changing the terms hereof or inducing the execution hereof and the person obtaining this Agreement on behalf of Grantee has no authority to make any promise, agreement or representation not expressly set forth herein.

This Agreement may be assigned in whole or in part, and shall be binding upon, and inure to the benefit of, the parties hereto, their successors, assigns, heirs and personal representatives.

TO HAVE AND TO HOLD unto GRANTEE, its successors, legal representatives and assigns forever, or until released by a recordable instrument.

IN WITNESS WHEREOF, this instrument is executed this 7th day of March, 1985.

WITNESSES:

R. J. Ralston
M. Moore

R. J. Ralston
M. Moore

R. J. Ralston
M. Moore

GRANTOR, G.M.S. DEVELOPMENT:

BY: James B. Godchaux
JAMES B. GODCHAUX

BY: David V. Maraist, M.D.
DAVID V. MARAIST

BY: Paul J. Sibille, M.D.
PAUL J. SIBILLE

4405/MJOS
110584

WITNESS ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF Lafayette

BEFORE ME, the undersigned Notary Public, on this day personally appeared R J Ralston, who being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing Right-of-Way Agreement and that the same was signed by all Grantors in his presence and in the presence of the other subscribing witness. He further stated that he saw all Grantors sign said Agreement.

R J Ralston

SWORN TO AND SUBSCRIBED before me, a Notary Public, this 7th day of March, 1985.

Michael Chee
NOTARY PUBLIC IN AND FOR
Lafayette PARISH, LOUISIANA

State of Louisiana - Parish of Ascension
I, do hereby certify that the above and foregoing was received, filed and recorded in Book of Conveyance No. 383 Folio No. 135
this 28th day of March 1985
Kermit Hart Bourque
Clerk And Recorder

4405/MJOS.3
110584

FOR MAP SEE ORIGINAL

138

Recorded from the original on file this the 28th day of March, 1985.

KERMIT HART BOURQUE, CLERK AND RECORDER
ASCENSION PARISH, LOUISIANA

HERMIT HART BOURQUE
ASCENSION CLERK OF COURT

CERTIFIED TRUE COPY OF
INSTRUMENT FILED FOR RECORD

97 APR 10 AM 9:11

389220

COB 574 FOLIO

BY _____
DY. CLERK

MOB _____ FOLIO

DY. CLERK AND RECORDER

CASH SALE

STATE OF LOUISIANA

PARISH OF ASCENSION

On the dates below written and before the Notary Publics in the Parish and States below written and in the presence of the subscribing witnesses, personally came and appeared:

G.M.S. DEVELOPMENT, an ordinary Louisiana Partnership, whose mailing address is declared to be P.O. Box 53346, Lafayette, Louisiana 70505, herein represented by James Godchaux, David Maraist and Paul Sibille, said Paul Sibille herein represented by its duly authorized agent, James Godchaux as per power of attorney recorded in Ascension Parish records,

herein called Seller, resident of and domiciled in the Parish and State of aforesaid, who declared that for and in consideration of the price of **ONE HUNDRED TEN THOUSAND AND NO/100 ($110,000.00) DOLLARS**, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have unto:

OAKWOOD CAPITAL, LLC, a Louisiana Limited Liability Companydomiciled in the Parish of Ascension, State of Louisiana, represented by its Manager, Don L. Tuffli, duly authorized pursuant to a Certificate of Authority on File and of record in the Parish of Ascension, State of Louisiana

herein called BUYER, resident of and domiciled in State of California, aforesaid, whose mailing address is declared to be 2345 W. 17th Street, Long Beach, California 90813, the following described property and delivery of which BUYER acknowledges:

A certain tract or parcel of land together with all buildings and improvements situated thereon and thereunto belonging, situated in Sec. 62 and 63, Township 9 South, Range 2 East, Southeastern District of Louisiana, Parish of Ascension, said is more particularly described as TRACT A containing 10.00 acres as per survey by W. J. Cointment, Jr., R .L. S. dated February 27, 1997 and recorded in Ascension Parish records in File # _____. Said TRACT A is being described as the point of beginning at the Northeast corner of Tract A and proceed S 09 deg. 29 min. 45 sec W 643.22 feet, then proceed N 80 deg. 32 min. 0 sec. W 524.80 feet, then proceed N 09 deg. 29 min. 45 sec. E 1,016.84 feet, then proceed S 45 deg. 04 min. 30 sec. E 644.06 feet, to the POB, being all of TRACT A containing 10.00 acres. Said TRACT A is subject to a 10 foot building setback line and utility servitude on its frontage on Hwy. 30, a 50 foot pipeline right of way on its eastern boundary, a 15 foot servitude on its rear or southern boundary, and a 20 foot pipeline right of way on its rear or southern boundary, all as per survey recorded in Ascension Parish records and referenced herein.

Vendors herein reserve unto themselves one-half of the mineral rights in and to the above described property, provided no surface exploration, surface drilling or mining activity shall take place on the property, but allowing production to be had from this mineral servitude by directional drilling, unitization or other lawful means.

389220

CONVEYANCE
BOOK 0574 PAGE 660

4/10/97

106

Taxes for the current year will be paid in the proportion of Pro-Rata by SELLERS.

All parties signing the within instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties. Certificates are annexed showing that taxes assessed against the property have been paid. U.S. Internal Revenue stamps are affixed in the amount of $--0--.

Done and signed by the parties at my office in Lafayette, Louisiana, on the this 20th day of March, 1997, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

G.M.S. DEVELOPMENT

BY: James B. Godchaux MS
JAMES B. GODCHAUX

BY: David V. Maraist, M.D.
DAVID MARAIST

BY: Paul Sibille by James B. Godchaux
PAUL J. SIBILLE
By James B. Godchaux, Agent

Rene Kimball Weller
Notary Public

Done and signed by the parties at my office in Gonzales, Louisiana, on the this 9th day of April, 1997, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

OAKWOOD CAPITAL, LLC

by: Don L. Tuffli Mgr.
DON L. TUFFLI

Larry W. Bugueé
Notary Public

F:\property\cashad2.wp

CONVEYANCE
BOOK 0574 PAGE 661

RECORDED FROM THE DOCUMENT ON FILE THIS 10TH DAY OF APRIL 1997

Kermit Hart Bourque
KERMIT HART BOURQUE CLERK OF ASCENSION

FILED AND RECORDED
KERMIT HART DOUBOUL
ASCENSION CLERK OF COURT

98 FEB 17 AM 9:41

COB 590

MOB

CASH SALE

DY. CLERK AND RECORDER

CERTIFIED TRUE COPY OF
INSTRUMENT FILED FOR RECORD

407035

BY _____
DY. CLERK

STATE OF LOUISIANA PARISH OF ASCENSION

On the dates below written and before the Notary Publics for the Parish and States below written and in the presence of the subscribing witnesses, personally came and appeared

G.M.S. DEVELOPMENT, an ordinary Louisiana Partnership, whose mailing address is declared to be P O Box 53346, Lafayette, Louisiana, 70505, herein represented by James Godchaux, David Maraist and Paul Sibille herein represented by is duly authorized agent, James Godchaux as per power of attorney recorded in Ascension Parish records,

herein called Seller, resident of and domiciled in Gonzales, Ascension Parish and State of Louisiana, whose permanent mailing address is declared to be P.O. Box 53346, Lafayette, Louisiana 70505, who declared that for the price of **FIFTY FIVE THOUSAND AND NO/100 ($55,000.00) DOLLARS**, cash receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have unto

LOUIS H. STAFFORD AND CYNTHIA SIMPSON STAFFORD, born Simpson, husband and wife, married to and living with each other, both residents of the lawful age of the Parish of Ascension State of Louisiana;

herein called BUYER, residents of and domiciled in Gonzales, Ascension Parish and State of Louisiana, whose permanent mailing address is declared to be _____,

the following described property and delivery of which BUYER acknowledges

A certain tract or parcel of land, together with all buildings and improvements situated thereon and thereunto belonging, situated in Sec 62 and 63, Township 9 South, Range 3 East, Southeastern District of Louisiana, Parish of Ascension, which is more particularly described as **TRACT C-1** containing 5 83 acres as per survey by W J Cointment, Jr., R L S dated May 19, 1997 and recorded in Ascension Parish records Said **TRACT C-1** is being described as beginning at the Northeast corner of TRACT C-1 for the point of beginning and proceed S 09 deg 89' 45" W a distance of 1,286 16 feet, then proceed N 80 deg. 32' 00" W 300.00 feet, then proceed N 18 deg. 43' 44" E 1,361 93 feet, then proceed S 45 deg 04' 30" E 100.00 feet to the Point of beginning, being all of TRACT C-1 containing 5.83 acres Said TRACT C-1 is subject to a 10 foot building set back line and utility servitude on its frontage on Hwy 30, a 20 foot pipeline servitude on its rear and a 15 foot servitude on its rear, all as per said survey

CONVEYANCE
BOOK PAGE
0590 751

#407035

590-751

2/17/98

108

Taxes for the current year will be paid in the proportion of Pro-Rata by SELLERS

All parties signing the within instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties. Certificates are annexed showing that taxes assessed against the property have been paid. U.S. Internal Revenue stamps are affixed in the amount of $--0--.

Done and signed by the parties at my office in Lafayette, Louisiana, on the 21 day of January, 1998, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary

WITNESSES:

G.M.S. DEVELOPMENT

BY: James B. Godchaux
JAMES B. GODCHAUX

BY: David V. Maraist
DAVID MARAIST

BY: Paul J. Sibille
PAUL J. SIBILLE
~~By James B. Godchaux, Agent~~

Ann Kimball Wiley
Notary Public
My Commission Expires at death

Done and signed by the parties at my office in _____, Louisiana, on the ____ day of January, 1998, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary

WITNESSES

Louis H. Stafford
LOUIS H. STAFFORD

Cynthia Simpson Stafford
CYNTHIA SIMPSON STAFFORD

Larry W. Bugquoi
LARRY W. BUGQUOI, Notary Public

CONVEYANCE

BOOK	PAGE
0590	752

RECORDED FROM THE DOCUMENT ON FILE THIS 17TH DAY OF FEBRUARY 1998

Kermit Hart Bourque
KERMIT HART BOURQUE CLERK OF ASENSION

FILED AND RECORDED
KERMIT HART BOURQUE
ASCENSION PARISH CLERK OF COURT

478567

CERTIFIED TRUE COPY OF
INSTRUMENT FILED FOR RECORD

2000 DEC 10 PM 3:04

NOTARIAL ACT OF CORRECTION

STATE OF LOUISIANA COB ___ MOB ___ OTHER ___ PARISH OF ASCENSION

S. Latino BY ___ DY. CLERK

BE IT KNOWN, that on this 12th day of December, 2000, before me the undersigned Notary Public, duly commissioned in the above mentioned Parish and State, PERSONALLY CAME AND APPEARED:

LARRY W. BUQUOI

a Notary Public in and for the above mentioned Parish and State, duly qualified, and in the presence of the undersigned notary and two (2) witnesses, did herein state that he did prepare and notarize a certain Cash Sale wherein **G.M.S. DEVELOPMENT** sold to **LOUIS H. STAFFORD** and **CYNTHIA SIMPSON STAFFORD** certain property described below, said Cash Sale duly recorded and filed in the records of Ascension Parish, Louisiana at COB 590, Folio 751, File Number 407035;

That a typographical error was committed when the aforesaid Cash Sale was prepared in that the following language was incorrectly typed in said document and instead of said property description reading as follows:

On Page 1, the property description read as follows:

> A certain piece or parcel of real estate together with all buildings and improvements situated thereon and thereunto belonging in the Parish of Ascension, in **Sections 62 and 63, Township 9 South, Range 3 East**, Southeastern District of Louisiana, East of River of St. Helena Meridian in Louisiana, which is more particularly described as **TRACT C-1**, containing 5.83 acres as per survey by W. J. Cointment, Jr., R.L.S. dated May 19, 1997 and recorded in the Ascension Parish records. Said **TRACT C-1** being more particularly described as beginning at the Northeast corner of TRACT C-1 for the point of beginning and proceed S 09°89' 45" W a distance of 1286.16 feet, then proceed N 80° 32' 00" W a distance of 300.00 feet, then proceed N18°43' 44" a distance of 1361.93 feet, then proceed S 45°04' 30" a distance of 100 feet to the point of beginning. Said Tract C-1 is subject to a 10 foot building set back line and utility servitude on its frontage on Hwy. 30, a 20 foot pipeline servitude on its rear and a 15 foot servitude on its rear.

said property description should read as follows:

> A certain piece or parcel of real estate together with all buildings and improvements situated thereon and thereunto belonging in the Parish of Ascension, in **Sections 62 and 63, Township 9 South, Range 2 East**, Southeastern District of Louisiana, East of River of St. Helena Meridian in Louisiana, which is more particularly described as **TRACT C-1**, containing 5.83 acres as per survey by W. J. Cointment, Jr., R.L.S. dated May 19, 1997 and recorded in the Ascension Parish records. Said **TRACT C-1** being more particularly described as beginning at the Northeast corner of TRACT C-1 for the point of beginning and proceed S 09°89' 45" W a distance of 1286.16 feet, then proceed N 80° 32' 00" W a distance of 300.00 feet, then proceed N18°43' 44" a distance of 1361.93 feet, then proceed S 45°04' 30" E a distance of 100 feet to the point of beginning. Said Tract C-1 is subject to a 10 foot building set back line and utility servitude on its frontage on Hwy. 30, a 20 foot pipeline servitude on its rear and a 15 foot servitude on its rear.

All other terms, conditions and language contained in said Cash Sale described hereinabove shall remain the same as stated in the original document recorded at COB 590, Folio 751, File Number 407035 of the Ascension Parish Records, Louisiana.

That in view of the above and foregoing, the said Notary Public does hereby request and authorize the Registrar of Mortgages to make mention of this Notarial Act of Correction in the margin of his records at COB 590, Folio 751, File Number 407035 of the records of Ascension Parish, Louisiana.

THUS DONE AND EXECUTED at my office at Gonzales, Louisiana on the date first above mentioned, in the presence of the undersigned competent witnesses, after due reading of the whole.

Theresa Ramirez
WITNESS

Larry W Buquoi
LARRY W. BUQUOI

WITNESS

Anita D. Amedee
NOTARY PUBLIC

478567

Act of Correction
COB 633/314
456820
2/22/2000

FILED AND RECORDED
BERNIT HART BOURQUE
ASCENSION CLERK OF COURT

99 MAR -5 AM 11:22

COB 612 PAGE 541
MOB ____ PAGE ____
BY CLERK

CERTIFIED TRUE COPY OF
INSTRUMENT FILED FOR RECORD

432323

BY ____
DY. CLERK

CASH SALE

STATE OF LOUISIANA PARISH OF ASCENSION

On this 19th day of February, 1999, before me, Notary Public for the Parish of Ascension and in the presence of the subscribing witnesses, personally came and appeared:

> **G. M.S. DEVELOPMENT**, a ordinary Louisiana Partnership, whose mailing address is declared to be P.O. Box 53346, Lafayette, Louisiana, 70505, herein represented by James Godchaux, David Maraist, and Paul Sibille herein represented by his duly authorized agent, James Godchaux as per power of attorney recorded in Ascension Parish records;

herein called Seller, residents of and domiciled in Lafayette, Lafayette Parish, Louisiana 70505, who declared that for the price of **ONE HUNDRED TWENTY THOUSAND AND NO/100 ($120,000.00) DOLLARS**, cash receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have unto:

> **GREGG JOSEPH PATTERSON**, Soc. Sec. # 437-33-2073, a single man, resident of the lawful age of majority of the Parish of Ascension, State of Louisiana, whose permanent mailing address is declared to be P. O. Box 2096, Gonzales, Louisiana, 70707-2096;
> **AND**
> **LEE J. AMEDEE, III**, Soc. Sec. # 434-88-2168, a single man, a resident of the lawful age of majority of the Parish of Ascension, State of Louisiana, whose permanent mailing address is declared to be 2111 S. Burnside, Gonzales, La. 70737;
> **AND**
> **RONNIE JOSEPH BROWN**, Soc. Sec.# 435-21-8649, married to Tonya Cannon Brown, a resident of the lawful age of majority of the Parish of Ascension, State of Louisiana, whose permanent mailing address is declared to be 41445 Glen Williams Rd., Gonzales, La. 70737;
> **AND**
> **DAVID DWIGHT SHACKLEFORD**, Soc. Sec.# 439-39-3670, married to Tasha Lee Shackelford, a resident of the lawful age of majority of the Parish of Ascension, State of Louisiana, whose permanent mailing address is declared to be 39416 N. Woodrun Circle, Gonzales, La. 70737

herein called BUYERS, the following described property and delivery of which BUYERS acknowledges:

> A certain tract or parcel of land, together with all buildings and improvements situated thereon and thereunto belonging, situated in Sec. 62 and 63, Township 9 South, Range 3 East, Southeastern District of Louisiana, Parish of Ascension, which is more particularly described as **TRACT C-2-A** as per survey by W. J. Cointment, Jr .R. L.S. dated May 19,1997 and recorded in Ascension Parish records.

This act CORRECTED by act of CORRECTION recorded in COB 632
File No. 522 Folio 456215
MOB ____ File No. ____ Folio ____
2/9 2000

DEPUTY CLERK & RECORDER
ASCENSION PARISH, LA

CONVEYANCE
BOOK 0612 PAGE 541

432323

612 - 541 3/5/99

Taxes for the current year will be paid in the proportion of Pro-Rata by SELLERS.

All parties signing the within instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties. Certificates are annexed showing that taxes assessed against the property have been paid. U.S. Internal Revenue stamps are affixed in the amount of $--0--.

Done and signed by the parties at my office in Gonzales on the date first above written, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

G. M. S. DEVELOPMENT

BY: _____
JAMES GODCHAUX

BY: _____
DAVID MARAIST

BY: _____
PAUL J. SIBILLE
~~BY JAMES GODCHAUX~~

_____
TASHA LEE SHACKLEFORD

_____
GREGG JOSEPH PATTERSON

_____
TONYA CANNON BROWN

_____
LEE J. AMEDEE, III

_____
RONALD JOSEPH BROWN

_____
DAVID DWIGHT SHACKLEFORD

_____
ANDRE P. GAUTHIER, Notary Public

RECORDED FROM THE DOCUMENT ON FILE THIS 5TH DAY OF MARCH 1999
_____
KERMIT HART BOURQUE CLERK OF ASCENSION

CONVEYANCE
BOOK 0612 PAGE 542

See act of correction in COB 633/214/456880
2-22-00 KC

00 FEB -9 PM 1:43
632
DY CLERK RECORDER

CERTIFIED TRUE COPY OF PARISH RECORD
456215
BY_____
DY CLERK

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ASCENSION

NOTARIAL ACT OF CORRECTION

BE IT KNOWN, that on February 3, 2000, before me the undersigned Notary Public, duly commissioned and qualified in and for the above mentioned Parish and State, PERSONALLY CAME AND APPEARED

ANDRÉ P. GAUTHIER

a Notary Public in and for the above mentioned Parish and State, duly qualified, and in the presence of the undersigned notary and two (2) witnesses, did herein state that on February 19, 1999, he did prepare and notarize a certain Cash Sale wherein **G.M.S. DEVELOPMENT** sold unto **GREGG JOSEPH PATTERSON, LEE J. AMEDEE, III, RONNIE JOSEPH BROWN, TONYA CANNON BROWN, DAVID DWIGHT SHACKLEFORD, AND TASHA LEE SHACKLEFORD** certain property described therein, said Cash Sale duly recorded and filed in the records of Ascension Parish, Louisiana at COB 612, File No 432,323, recorded March 5, 1999,

Appearer declares that a portion of the property description was incorrectly typed when the aforesaid Cash Sale was prepared Said description should be corrected as follows, to wit

On Page 1, a portion of the property description reads as follows

> A certain lot or parcel of land, together with all buildings and improvements situated thereon and thereunto belonging, situated in **Section 62 and 63, Township 9 South, Range 3 East**, Southeastern District of Louisiana,

the property is in truth and in fact entirely in Section 61, Township 9 South, Range 2 East, therefore, **said appearance clause should read as follows:**

> A certain lot or parcel of land, together with all buildings and improvements situated thereon and thereunto belonging, situated in **Section 61, Township 9 South, Range 2 East**, Southeastern District of Louisiana,

All other terms, conditions and language contained in said Cash Sale described hereinabove shall remain the same as stated in the original document recorded at COB 612, File No 432,323, recorded March 5, 1999 of the Ascension Parish Records, Louisiana

That in view of the above and foregoing, the said Notary Public does hereby request and authorize the Registrar of Mortgages to make mention of this Notarial Act of Correction in the margin of his records at COB 612, File No 432,323, recorded March 5, 1999 of the records of Ascension Parish, Louisiana

THUS DONE AND EXECUTED at my office at Gonzales, Louisiana on the date first above mentioned, in the presence of the undersigned competent witnesses, after due reading of the whole

WITNESS

ANDRÉ P GAUTHIER

WITNESS

Notary Public

I \PROPERTY\CORRECTIONS\Notarial Act Clause wpd

CONVEYANCE
BOOK PAGE
0632 522

612/541

RECORDED FROM THE DOCUMENT ON FILE THIS 9TH DAY OF FEBRUARY 2000
KERMIT HART BOURQUE CLERK OF ASCENSION

113

#456215
632-522 2/9/00

STATE OF LOUISIANA

PARISH OF ASCENSION

00 FEB 22 AM 11:31

633

456880

CERTIFIED TRUE COPY OF

DY CLERK

NOTARIAL ACT OF CORRECTION

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared André P. Gauthier, who declared that:

Appearer was the Notary Public before whom was passed the cash sale wherein G.M.S. Development sold unto Gregg Joseph Patterson, Lee J Amedee, III, Ronnie Joseph Brown, Tonya Cannon Brown, David Dwight Shackleford, and Tasha Lee Shackleford Tract C-2-A recorded and filed in the records of Ascension Parish, Louisiana at COB 612, File No. 432,323, recorded March 5, 1999 (the "Act"). The Act described Tract C-2-A as follows:

> A certain lot or parcel of land, together with all buildings and improvements situated thereon and thereunto belonging, situated in Section 62 and 63, Township 9 South, Range 3 East, Southeastern District of Louisiana, Parish of Ascension, which is more particularly described as TRACT C-2-A as per survey by W. J. Cointment, Jr., R.L.S. dated May 19, 1997 and recorded in Ascension Parish records.

Appearer declares that due to a clerical error a portion of the property description was incorrectly typed when the Act was prepared. The property description incorrectly indicated that Tract C-2-A was in Section 62 and 63, Range 3 East, in accordance with a map dated May 19, 1997 when in truth Tract C-2-A is entirely in Section 62, Range 2 East in accordance with a map dated December 9, 1998.

Appearer further declares by Notarial Act of Correction dated February 3, 2000 recorded at COB 632, Page 522, in the official records of Ascension Parish, State of Louisiana (the "Act of Correction"), that Appearer attempted to correct the error in the property description in the Act but due to a clerical error, the property description in the Act of Correction indicated the property was located in Section 61, Township 9 South, Range 2 East Therefore, the property description in the Act and the Act of Correction should read as follows:

401765_1

456880

CONVEYANCE

BOOK	PAGE
0633	214

2/22/00

A certain tract or parcel of land, together with all buildings and improvements situated thereon and thereunto belonging, situated in Sec. 62, Township 9 South, Range 2 East, Southeastern District of Louisiana, Parish of Ascension, which is more particularly described as TRACT C-2-A as per survey by W. J. Cointment, Jr , R L.S dated December 9, 1998 and recorded in Ascension Parish records at COB 609, Page 202.

Appearer hereby makes this Notarial Act of Correction by inserting the above language in the Act and the Act of Correction in order to correct the property description.

All other terms and conditions of the Act are to remain as given in the said document

THUS DONE, READ AND SIGNED this _____ day of February, 2000, before me, Notary Public, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES.

André P. Gauthier

Notary Public

401765_1

RECORDED FROM THE DOCUMENT ON FILE THIS 22ND DAY OF FEBRUARY 2000

KERMIT HART BOURQUE CLERK OF ASCENSION

CONVEYANCE

BOOK	PAGE
0633	215

Tract 10A

15

Form SE-169 5M—8-27-57

SERVITUDE AGREEMENT

57191

NOV 17 1958

STATE OF LOUISIANA

PARISH OF ASCENSION

THIS SERVITUDE, granted this 18th day of September 1958, by Nelly P. Green and Edythe L. Green

hereinafter called the "Grantor", to GULF STATES UTILITIES COMPANY, a Texas corporation, hereinafter called "Grantee", WITNESSETH THAT for and in consideration of the mutual and public benefits to be derived from this agreement, and the further consideration of $2,300.00 Dollars cash in hand paid by Grantee to Grantor, Grantor has granted, sold and conveyed with full warranty and subrogation, unto Grantee, the RIGHT, PRIVILEGE and SERVITUDE to enter upon and to erect, construct, extend, maintain, inspect, operate, replace, remove, repair and patrol one or more lines of wood or metal structures which may be erected simultaneously or at any time in the future,

with conductors, wires, cross-arms, guy wires, conduits, stubs and other usual fixtures for the transmission of electricity, and for Grantee's communications, together with all necessary foundations, anchors and braces to properly support the same upon, over and across a strip of land out of the following described tract:

A certain tract or parcel of land situated in Section 29, T-9-S, R-2-E, now or formerly bounded on the north and west by the New River Bayou and lands of Walter E. Caldwell and Mrs. Grace Caldwell Hall, center of said bayou being the property line, and east by lands of Louis White,

situated in the Parish of Ascension, State of Louisiana which strip of land upon which said servitude is granted is more particularly described as 75 feet on each side of a center line particularly described as follows:

Entering on the westerly line of this tract of land, said line being the center of the New River Bayou, at a distance of 830 feet, more or less, northerly with the meanders of said bayou from the southeast corner of Section 51; Thence S 59° 11' E a distance of 923 feet, crossing the easterly line at a distance of 423 feet southerly from the intersection of said easterly line with the center of New River Bayou.

It is understood and agreed that Grantor reserves the right to cross said right of way with roads, pipe lines and spur tracks.

THE GRANTOR grants unto the Grantee the right from time to time (a) to cut and remove all trees, underbrush and other obstructions upon said land covered by said right of way without further payment, and (b) to cut and remove from the land adjacent to said right of way any and all trees which in falling would come within ten feet of the electric lines of Grantee upon payment of reasonable market value of such trees.

GRANTOR RETAINS the right to use for Grantor's own purposes the land covered by said servitude as long as such use does not interfere with the servitude and right herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within a distance of 75 feet from the said center line of the above described property, but Grantor may fence any or all of the said property. Grantee shall have ingress and egress at any and all times to, from and along the said land covered by the said servitude.

GRANTEE SHALL pay to Grantor for damage to Grantor's trees outside said right of way and to Grantor's growing crops, buildings and other structures, roads, bridges and fences caused by the construction, operation and/or maintenance of said electric lines.

TO HAVE and to hold said rights, and rights-of-way unto the said Grantee, its successors and assigns, until said servitude be exercised, and so long thereafter as the same shall be useful for the above named purposes.

ALL THE AGREEMENTS and stipulations herein contained, and all the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

WITNESS THE signature of the Grantor on the day, month and year first above written.

Witnesses as to Grantor:

Nelly P. Green

Edythe L. Green

WITNESS the signature of the Grantee on the day, month and year first above written.

Witnesses as to Grantee:

GULF STATES UTILITIES COMPANY

By ..... Vice President

#57191
CB
140.16

11/17/5

46

16

STATE OF LOUISIANA,
PARISH OF Lafourche / Terrebonne

Before me, the undersigned authority, personally appeared Mary B. Williams one of the subscribing witnesses to the foregoing servitude agreement, who after being duly sworn, deposed and said that appearer signed the same in the presence of [illegible] and Edythe L. Bacon the Grantor in said servitude agreement, and in the presence of the other subscribing witness, who signed in appearer's presence, each in the presence of the other; and that said signatures thereon are genuine and correct.

Sworn to and subscribed before me this 18 day of September 1958

My Commission expires June 30 1960

Notary Public.

STATE OF LOUISIANA,
PARISH OF Lafourche / Terrebonne

Before me, the undersigned authority, personally appeared Dorothy Robinson one of the subscribing witnesses to the foregoing servitude agreement, who after being duly sworn, deposed and said that appearer signed the same in the presence of Mary B. Williams and Edythe L. Bacon the Grantor in said servitude agreement, and in the presence of the other subscribing witness, who signed in appearer's presence, each in the presence of the other; and that said signatures thereon are genuine and correct.

Sworn to and subscribed before me this 18 day of September 1958

My Commission expires June 30 1960

Notary Public.

STATE OF LOUISIANA,
PARISH OF

Before me, the undersigned authority, personally appeared one of the subscribing witnesses to the foregoing servitude agreement, who after being duly sworn, deposed and said that appearer signed the same in the presence of the Grantor in said servitude agreement, and in the presence of the other subscribing witness, who signed in appearer's presence, each in the presence of the other; and that said signatures thereon are genuine and correct.

Sworn to and subscribed before me this day of 195

Notary Public.

Contract File No.

GULF STATES UTILITIES COMPANY

—TO—

SERVITUDE AGREEMENT

Tract No.

Servitude No.

Right of Way No.

Imp. Req. No.

Voucher No.

STATE OF LOUISIANA,
PARISH OF East Baton Rouge

Before me, the undersigned authority, personally appeared George R. Iles, Jr. one of the subscribing witnesses to the foregoing servitude agreement, who after being duly sworn, deposed and said that appearer signed the same in the presence of H. C. Leonard Vice President of Gulf States Utilities Company, the Grantee in said servitude agreement, and in the presence of the other subscribing witness, who signed in appearer's presence, each in the presence of the other; and that said signatures thereon are genuine and correct

George R. Iles, Jr.

Sworn to and subscribed before me this 23rd day of September 1958

Notary Public.

Recorded from the original on file on this the 17th day of November, 1958.

Andrew J. Falcon
ANDREW J. FALCON
CLERK & RECORDER

DSV3312-11-61 SERVITUDE FORM-LOUISIANA

COB 180
page 277

SERVITUDE AGREEMENT

76033
7-23-64

STATE OF LOUISIANA

PARISH OF Ascension

THIS SERVITUDE granted this 6th day of July, 19 64, by Ruby P. Greer,

hereinafter called "Grantor", to GULF STATES UTILITIES COMPANY, a Texas corporation, hereinafter called "Grantee", WITNESSETH that for and in consideration of the mutual and public benefits to be derived from this grant, and the further consideration of 32,900.00 Dollars cash in hand paid by Grantee to Grantor, Grantor has granted, sold and conveyed with full warranty and subrogation, unto Grantee, the right, privilege, and servitude to enter upon and to erect, construct, extend, maintain, inspect, operate, replace, remove, repair and patrol one or more lines of wood or metal structures for one or more circuits which may be erected simultaneously or at any time in the future,

with conductors, wires, crossarms, guy wires, conduits, stubs and other usual, necessary or proper fixtures for the transmission of electricity, and for Grantee's communications, together with all necessary foundations, anchors and braces to properly support the same, and the right to place anchors and guy wires outside the described servitude in sufficient numbers to adequately brace its structures any place or places where such described servitude make an angle, with the right to replace wood structures with metal structures and metal structures with wood structures at any time and from time to time without further payment, upon, over and across a strip of land out of the following described tract:

A certain tract or parcel of land situated in Section 29, T-9-S, R-2-E, bounded now or formerly on the north and west by New River Bayou and lands of W. E. Caldwell, et al; south by lands of Edward Broussard, Jr.; and on the east by lands of Louis White,

situated in the Parish of Ascension, State of Louisiana, which strip of land upon which said servitude is granted is more particularly described as 75 feet on each side of the following described center line and continuations or projections thereof, insofar as same may be embraced within the boundaries of the above described tract, said center line being more particularly described as follows:

Centerline entering on the west line of the above described property at a point 1010 feet, more or less, northerly, measured along the meanders of New River Bayou, from the southeast corner of Section 51, T-9-S, R-2-E; Thence S 59° 11' E a distance of 859 feet to a point of exit in the east line of said property, said point of exit being 227.9 feet southerly from the northeast corner of said property.

GRANTOR GRANTS unto Grantee the right from time to time (a) to cut and remove all trees, underbrush and other obstructions upon said land covered by said right of way without further payment, and (b) to cut and remove from the land adjacent to said right of way any and all trees which in falling would come within ten feet of the electric lines of Grantee, upon payment of the reasonable market value of such trees.

GRANTOR RETAINS the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within a distance of 75 feet from the said center line of the above described property, but Grantor may fence any or all of the said property. Grantee shall have ingress and egress at any and all times to, from and along the said land covered by the said servitude.

GRANTEE SHALL pay to Grantor for damage to Grantor's trees outside said right of way and to Grantor's growing crops, buildings and other structures, roads, bridges and fences caused in the construction, operation and/or maintenance of said electric lines.

TO HAVE and to hold said rights, and right of way, unto the said Grantee, its successors and assigns, until said servitude be exercised, and so long thereafter as the same shall be useful for the above named purposes.

ALL THE AGREEMENTS and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

WITNESS the signature of the Grantor on the day, month and year first above written.

Witnesses as to Grantor:

Betty Humphreys

Frank J. Folley

Ruby P. Greer

Ruby P. Greer

76033

180-277

7/23/64

48

Kentucky

STATE OF ~~LOUISIANA~~

County ~~PARISH~~ OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared Betty Jean Graff

who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that Ruby P. Greer

, Grantor named in the instrument, signed the same in the presence of appearer and in the presence of Frank J. Wolking, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

County, Kentucky

SWORN TO AND SUBSCRIBED before me at Louisville, Jefferson, ~~Louisiana~~ on this 6th day of July, 1964.

Notary Public

my commission expires January 20, 1968. Jefferson County, Kentucky

STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned authority, personally came and appeared

who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that

, Grantor named in the instrument, signed the same in the presence of appearer and in the presence of , the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

SWORN TO AND SUBSCRIBED before me at , Louisiana, on this day of

, 19

Notary Public

STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned authority, personally came and appeared

who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that

, Grantor named in the instrument, signed the same in the presence of appearer and in the presence of , the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

SWORN TO AND SUBSCRIBED before me at , Louisiana, on this day of

, 19

Notary Public

Contract File No.

Voucher No.

Imp. Req. No.

Right of Way No.

GULF STATES COMP.

TO

SERVITUDE R

Servitude No.

Tract No.

Recorded from the original on file this the 23rd day of July, 1964.

Kermit Hart Bourque

KERMIT HART BOURQUE
CLERK AND RECORDER

49

Orig._____ Bdle._____

SALE WITH MORTGAGE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 8th day of June, 1965, before me, the undersigned Notary Public for the Parish of East Baton Rouge, Louisiana, and in the presence of the subscribing witnesses, personally came and appeared:

6-11-65

79292

---------- Mrs. EDYTHE L. GREER, ----------
nee Attix, married to Nuby P. Greer, Jr., with whom she is living, and

---------- NUBY P. GREER, JR., ----------
married to Edythe L. Greer, nee Attix, with whom he is living, appearing herein individually and to aid and authorize his said wife,

herein called SELLER, resident S of and domiciled in the County of Jefferson, State of Kentucky, whose permanent mailing address is declared to be 4316 West Market Street, Louisville, Kentucky, who declared that for the consideration and upon the terms expressed below, SELLER does hereby sell and deliver with full warranty of title, and with subrogation to all rights and actions of warranty SELLER may have, unto

---------- JESSE RICHARD JONES, ----------
married once, then to Eleanor LaC. Jones, nee LaCook, with whom he is living, and

---------- JOHN A. JONES, ----------
married once, then to Mary Virginia E. Jones, nee Eubanks, with whom he is living,

herein called BUYER, resident S of and domiciled in East Baton Rouge Parish, State of Louisiana, whose permanent mailing address is declared to be Star Route, Box 213, Greenwell Springs, Louisiana, the following described property, in equal proportions of an undivided one-half (1/2) interest each, the possession and delivery of which BUYER acknowledges:

A certain tract or parcel of land, together with all the buildings and improvements thereon and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and with all vested and contingent rights of reversion and remainder of the SELLER, and any and all other further and additional interest in said property that the SELLER might have or to which they or either of them might hereafter become ehtitled, situated in Sections 29, 31 and 61, Township 9 South, Range 2 East, Southeastern District of Louisiana, East of the Mississippi River, Parish of Ascension, State of Louisiana, being a part of Riverside Plantation and containing 302.73 acres, more or less, and being bounded on the North by New River, on the East by Section 28 and the remainder of Section 29, on the South by property of present Buyer, and on the West by property of present Buyer and New River, all as shown on a map attached to a sale from Edward Broussard, Jr. to present Buyer passed before James R. Fuller, Notary Public, on February 2, 1956, on file and of record in Conveyance Book 42, File No. 46387, in the office of the Clerk and Recorder of the Parish of Ascension, Louisiana; being the same property acquired by present SELLER by act of Exchange dated July 19, 1958, and recorded in Book 136, page 201, of the Conveyance Records of the Parish of Ascension, Louisiana.

This sale and conveyance is made and accepted for and in consideration of the price of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($125,000.00), of which amount the sum of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) has been paid in CASH, receipt of which is hereby acknowledged and full discharge and acquittance granted therefor, and to represent the balance of said purchase price, namely, the sum of ONE HUNDRED FIVE THOUSAND AND NO/100 DOLLARS ($105,000.00), BUYER have subscribed their one (1) certain solidary promissory note dated this day, to the order of "MYSELF" and by said makers endorsed in blank, for the said sum of $105,000.00, made payable at the Louisiana National Bank of Baton Rouge, Baton Rouge, Louisiana, in sixteen (16) annual installments, the first fifteen (15) of said installments being for FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) each, and one installment, being the final installment, for THIRTY THOUSAND & NO/100 DOLLARS ($30,000.00), the first of said installments being due and payable on or before the 8th day of January, 1967, and one installment being due and payable on or before the 8th day of each succeeding January thereafter until all are paid, said note stipulating to bear interest at the rate of five and one-half percent (5-1/2%) per annum from date until

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#79292
185-183

6/11/65

147-113

paid, said interest to be payable on each installment as it matures, and annually on all unmatured installments, except that prior to maturity of the first of said annual installments said interest to be payable on the 8th day of January, 1966.

The note paraphed for identification with this act further provides that, if it should be placed in the hands of an attorney for collection, by suit or otherwise, the maker will pay attorney's fees fixed at 10% of the amount due or in suit.

Said note was paraphed "Ne Varietur" by me, Notary, for identification herewith, and SELLER acknowledges its receipt.

In order to secure the full and final payment of the unpaid purchase price, represented as aforesaid, together with all costs, including attorney's fees, BUYER grants and SELLER retains a special mortgage with vendor's lien and privilege on the property sold in favor of SELLER and any future holder of the note, or any part thereof, until the note shall have been fully satisfied. The property conveyed shall not be sold, alienated, or encumbered to the prejudice of this mortgage. If any part of this note shall not be punctually paid according to its tenor, the property may be seized and sold under executory process issued by any court of competent jurisdiction, without appraisement, to the highest bidder, payable in cash; BUYER expressly dispenses with appraisement, and confesses judgment in favor of any holder of the note for its full amount with interest and costs, including attorney's fees, and all other amounts secured hereby.

BUYER shall pay all taxes assessed and all liens which may be asserted by governmental authorities against the property mortgaged before they become delinquent and keep the buildings and improvements on it, or which may be placed on it, constantly insured against loss by fire and such other casualties as are covered by the Louisiana Standard Insurance Extended Coverage form in an amount equal to the unpaid balance on the note unless otherwise noted herein, in solvent insurance companies, and deliver the policies and renewals of such insurance to the holder of the note. If BUYER fails to do so, the holder is authorized (but not obligated) to pay the taxes or liens, and cause such insurance to be effected, at BUYER'S expense. The holder of said note shall become subrogated to all the rights and privileges of the governmental authorities to which taxes or liens were due, and all sums so expended in paying taxes, liens, fees, or insurance, shall bear interest at the rate of eight (8%) per cent per annum from date of disbursement, and be further secured by this mortgage to the additional amount of fifteen (15%) per cent of the original amount of the note.

If BUYER shall become insolvent, or apply to a bankruptcy court to be adjudged a voluntary bankrupt, or proceedings be instituted to have BUYER adjudged an involuntary bankrupt, or proceedings be taken against BUYER looking to the appointment of a receiver or syndic, or any proceedings be instituted for the seizure or sale of the property herein mortgaged by judicial process, or in case BUYER should fail to pay the note, or any sum secured by this mortgage, or any part thereof, or the interest thereon, or said taxes, promptly when due, or to effect and keep in force insurance, or to transfer and deliver the policies, as herein provided, then, and in any of said events, all the indebtedness shall ipso facto, and without any demand or putting in default, become immediately due and exigible.

All parties signing the within instrument have declared themselves to be of full legal capacity.

The ad valorem taxes on said property for the current year have been prorated as of this date, based on the last year's assessment, and BUYER assumes the payment thereof. Any difference will be adjusted between the parties hereto.

The word "NOTE" as used above includes the several notes, if more than one is referred to, and that term includes all indebtedness secured hereby, including principal, interest, attorney's fees, and costs.

All the agreements and stipulations herein contained, and all the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto. The BUYER, his heirs and assigns, shall have and hold the property described in full ownership forever.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties. Certificates are annexed showing that taxes assessed against the property have been paid. U. S. Internal Revenue stamps are affixed in the amount of $ 137.50.

Done and signed by the parties at my office in Baton Rouge, Louisiana, on the date first above written in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

Lillian C. Mason — Edythe L. Greer
Lillian C. Mason — Edythe L. Greer

Sharon Underwood — Nuby P. Greer Jr.
Sharon Underwood — Nuby P. Greer, Jr., Individually & to aid & authorize my wife

Jesse Richard Jones
Jesse Richard Jones

John A. Jones
John A. Jones

W. G. Randolph — Notary Public

FILED FOR RECORD _____, 19____, at _____ o'clock

Bundle_____.

_____
Dy. Clerk and Recorder, East Baton Rouge Parish

DULY RECORDED in Conveyance Book No. _____, Folio _____, and in Mortgage Book No._____, Folio_____, of the records of the Parish of East Baton Rouge, Louisiana, on the _____ day of _____, 19_____, at _____ o'clock___M.

_____
Dy. Clerk and Recorder

TAX PAID $325.00 (Act 33 - 1964)
STATE OF LOUISIANA
PARISH OF EBR
DATE 6-11-65
Barbara D. Bonny
(Deputy Registrar of Conveyances)

Form 33 FF10974 25c 8-57

Recorded from the original on file this 18th day of August, 1965.
Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

AUG 18 1965 80137

STATE OF LOUISIANA, THROUGH THE DEPARTMENT OF HIGHWAYS,

VS.

JOHN A. JONES ET AL.

NUMBER 13069

23RD JUDICIAL DISTRICT COURT

PARISH OF ASCENSION

STATE OF LOUISIANA

FILED
AUG 18 1965
CLERK OF COURT

ORDER OF EXPROPRIATION

The petition, exhibits and the premises considered

IT IS HEREBY ORDERED that the plaintiff, the State of Louisiana, through the Department of Highways, do deposit in the registry of this Court, for the use and benefit of the person or persons entitled thereto, the sum of Seven Thousand Fifty-One and No/100 Dollars ($7,051.00).

AND IT IS HEREBY FURTHER ORDERED that the full ownership of the tract or parcel of land described hereinafter, together with the improvements situated wholly or partially thereon, subject to the reservation in perpetuity in favor of John A. Jones and Jesse Richard Jones, of all oil, gas or other minerals located under the property described hereinafter or the royalties therefrom, in accordance with R. S. 9:5806, as amended (Act 278 of 1958), and subject to any existing oil, gas or mineral reservation or to any existing oil, gas or mineral lease, is expropriated and taken for highway purposes as of the time such deposit is made, according to law, for the State Project No. 414-03-03, Federal Aid Project No. S-368(8), Geismar-St. Gabriel Highway and its appurtenances, on State Route La 30, said tract or parcel of land being described as follows, to-wit:

> A certain tract or parcel of land, together with all the improvements situated wholly or partially thereon and all the rights, ways, servitudes, privileges and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, and in Sections 29, 31, and 61, Towhship 9 South, Range 2 East, Southeastern District of Louisiana, East of the Mississippi River, said tract or parcel of land being designated as Parcel No. 4-1 as shown on sheets No. 4, No. 5, and No. 6 of a white print of a plat of survey, made by Edward E. Evans,

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8/18/65

Registered Civil Engineer, dated December 18, 1963 revised to June 17, 1965, annexed to the above entitled and numbered suit, said tract or parcel of land being outlined in red and being more particularly described, according to said plat of survey, as follows:

Commencing at a one-half (½) inch iron bar at the southeast corner of the Jones' property and Riverside Plantation, Inc.; run thence North 80 degrees 58 minutes 21 seconds West along the Jones' southerly property line and northerly property line of Union Oil Company of California, a distance of 94.35 feet to the point of beginning; thence from the point of beginning, continue North 80 degrees 58 minutes 21 seconds West along said line, a distance of 206.62 feet to a point and corner; thence North 45 degrees 27 minutes 57 seconds West, a distance of 2,974.20 feet to a point; thence North 51 degrees 10 minutes 35 seconds West, a distance of 100.50 feet to a point; thence North 45 degrees 27 minutes 57 seconds West, a distance of 65.91 feet to a point; thence along the arc of a curve to the left (the long chord of which is 428.42 feet, the radius of which is 5,659.58 feet, bearing North 47 degrees 38 minutes 09 seconds West) a distance of 428.53 feet to a point; thence North 44 degrees 32 minutes 06 seconds West, a distance of 99.31 feet to a point; thence along the arc of a curve to the left (the long chord of which is 652.31 feet, the radius of which is 5,669.58 feet, bearing North 54 degrees 06 minutes 25 seconds West) a distance of 652.67 feet to a point; thence continue along the arc of a curve to the left (the long chord of which is 459.71 feet, the radius of which is 5,669.58 feet, bearing North 59 degrees 43 minutes 53 seconds West) a distance of 459.83 feet to a point on the Jones' northwesterly property line and corner; thence North 56 degrees 46 minutes 37 seconds East along the Jones' northwesterly property line, a distance of 68.39 feet to a point; thence North 37 degrees 43 minutes 32 seconds East along said property line, a distance of 60.81 feet to a point; thence North 42 degrees 47 minutes 30 seconds East along said property line, a distance of 41.29 feet to a point and corner; thence along the arc of a curve to the right (the long chord of which is 378.19 feet, the radius of which is 5,829.58 feet, bearing South 59 degrees 40 minutes 04 seconds East) a distance of 378.31 feet to a point and corner; thence South 35 degrees 45 minutes 48 seconds East, a distance of 108.94 feet

to a point and corner; thence along the arc of a curve to the right (the long chord of which is 1,143.35 feet, the radius of which is 5,789.58 feet, bearing South 51 degrees 08 minutes 10 seconds East) a distance of 1,145.23 feet to a point; thence South 45 degrees 27 minutes 57 seconds East, a distance of 3,308.33 feet to the point of beginning.

Being a portion of the same property acquired by John A. Jones et al. by Act recorded February 6, 1956 in book 112, folio 18 and by Act recorded June 11, 1965 in book 185, file No. 79292 of the Conveyance Records of Ascension Parish, Louisiana

AND IT IS HEREBY FURTHER ORDERED that the defendants, John A. Jones and Jesse Richard Jones, vacate the above described tract or parcel of land and surrender possession thereof unto the plaintiff immediately upon being served with notice of this suit.

Donaldsonville, Louisiana, this 18th day of August, 1965.

Leon L. Queen
JUDGE, TWENTY-THIRD JUDICIAL DISTRICT COURT

Recorded from the original on file this 18th day of August, 1965.
Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

AUG 18 1965 80138

STATE OF LOUISIANA, THROUGH THE DEPARTMENT OF HIGHWAYS,

VS.

JOHN A. JONES, ET AL.

NUMBER 13069

23RD JUDICIAL DISTRICT COURT

PARISH OF ASCENSION

STATE OF LOUISIANA

R E C E I P T

KERMIT A. BOURQUE, CLERK OF COURT

TO

THE STATE OF LOUISIANA AND THE DEPARTMENT OF HIGHWAYS

FILED AUG 18 1965 CLERK OF COURT

STATE OF LOUISIANA

PARISH OF ASCENSION

BE IT KNOWN that on the 18 day of August, 1965, before me, [illegible], Deputy Clerk of Court and Ex-officio Notary Public in and for the Parish of Ascension, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Kermit A. Bourque, a resident of the Parish of Ascension, and the Clerk of the Twenty-third Judicial District Court of the State of Louisiana, in and for the Parish of Ascension.

The appearer declared that in the cause entitled "State of Louisiana, through the Department of Highways, vs. John A. Jones et al," No. 13069 of the docket of said Court, the State of Louisiana sued John A. Jones and Jesse Richard Jones for the expropriation of the full ownership of the tract or parcel of land described hereinafter, together with the improvements situated wholly or partially thereon, subject to the reservation in perpetuity in favor of John A. Jones and Jesse Richard Jones of all oil, gas or other minerals

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186-731 8/14/65

located under the property described hereinafter or the royalties therefrom, in accordance with R. S. 9:5806, as amended (Act 278 of 1958), and subject to any existing oil, gas or mineral reservation or to any existing oil, gas or mineral lease, for the Geismar-St. Gabriel Highway and its appurtenances, on State Route La 30, being State Project No. 414-03-03, Federal Aid Project No. S-368(8), said tract or parcel of land being described as follows, to-wit:

> A certain tract or parcel of land, together with all the improvements situated wholly or partially thereon and all the rights, ways, servitudes, privileges and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, and in Sections 29, 31, and 61, Township 9 South, Range 2 East, Southeastern District of Louisiana, East of the Mississippi River, said tract or parcel of land being designated as Parcel No. 4-1 as shown on Sheets No. 4, No. 5, and No. 6 of a white print of a plat of survey, made by Edward E. Evans, Registered Civil Engineer, dated December 18,1963, revised to June 17, 1965, annexed to the above entitled and numbered suit, said tract or parcel of land being outlined in red and being more particularly described according to said plat of survey, as follows:
>
> > Commencing at a one-half (½) inch iron bar at the southeast corner of the Jones' property and Riverside Plantation, Inc.; run thence North 80 degrees 58 minutes 21 seconds West along the Jones' southerly property line and northerly property line of Union Oil Company of California, a distance of 94.35 feet to the point of beginning; thence from the point of beginning; continue North 80 degrees 58 minutes 21 seconds West along said line, a distance of 206.62 feet to a point and corner; thence North 45 degrees 27 minutes 57 seconds West, a distance of 2,974.20 feet to a point; thence North 51 degrees 10 minutes 35 seconds West, a distance of 100.50 feet to a point; thence North 45 degrees 27 minutes 57 seconds West, a distance of 65.91 feet to a point; thence along the arc of a curve to the left (the long chord of which is 428.42 feet, the radius of which is 5,659.58 feet, bearing North 47 degrees 38 minutes 09 seconds West) a distance of 428.53 feet to a point; thence North 44 degrees 32 minutes 06 seconds West, a distance of 99.31 feet to a point; thence along the arc of a curve to the left (the long chord of which is 652.31 feet, the radius of which is 5,669.58

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feet, bearing North 54 degrees 06 minutes 25 seconds West) a distance of 652.67 feet to a point; thence continue along the arc of a curve to the left (the long chord of which is 459.71 feet, the radius of which is 5,669.58 feet, bearing North 59 degrees 43 minutes 53 seconds West) a distance of 459.83 feet to a point on the Jones' northwesterly property line and corner; thence North 56 degrees 46 minutes 37 seconds East along the Jones' northwesterly property line, a distance of 68.39 feet to a point; thence North 37 degrees 43 minutes 32 seconds East along said property line, a distance of 60.81 feet to a point; thence North 42 degrees 47 minutes 30 seconds East along said property line, a distance of 41.29 feet to a point and corner; thence along the arc of a curve to the right (the long chord of which is 378.19 feet, the radius of which is 5,829.58 feet, bearing South 59 degrees 40 minutes 04 seconds East) a distance of 378.31 feet to a point and corner; thence South 35 degrees 45 minutes 48 seconds East, a distance of 108.94 feet to a point and corner; thence along the arc of a curve to the right (the long chord of which is 1,143.35 feet, the radius of which is 5,789.58 feet, bearing South 51 degrees 08 minutes 10 seconds East) a distance of 1,145.23 feet to a point; thence South 45 degrees 27 minutes 57 seconds East, a distance of 3,308.33 feet to the point of beginning.

Being a portion of the same property acquired by John A. Jones et al. by Act recorded February 6, 1956 in book 112, folio 18 and by Act recorded June 11, 1965 in book 185, file No. 79292 of the Conveyance Records of Ascension Parish, Louisiana.

The appearer further declared that there is annexed to plaintiff's original petition in said cause sheets no. 4, no. 5, and no. 6 of a white print of a plat of survey dated December 18, 1963, revised to June 17, 1965, marked "Exhibit P-3," which plat of survey shows said tract or parcel of land.

The appearer further declared that by an order of Court signed herein, the full ownership of the tract or parcel of land described hereinabove, together with all the improvements thereon, subject to the mineral reservation set forth hereinabove, was expropriated and taken for highway purposes upon the deposit

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by the plaintiff in said cause in the registry of said Court, the sum of Seven Thousand Fifty-One and No/100 Dollars ($7,051.00).

The appearer further declared that, in accordance with said order of Court, the Department of Highways, on behalf of the State of Louisiana and of itself, has this day paid into the registry of this Court the sum of Seven Thousand Fifty-One and No/100 Dollars ($7,051.00) cash, lawful money of the United States of America, by delivering said sum to the said Kermit A. Bourque, Clerk of Court for the Parish of Ascension and said appearer hereby acknowledges receipt of said sum and declares that the same has been placed in the registry of said Court.

THUS DONE, READ AND PASSED at my office in the City of Donaldsonville, Parish of Ascension, State of Louisiana, in the presence of Kathryn Rocke and Margaret Waguespack, competent witnesses, who have hereunto signed their names with the appearer and me, said Notary, the day, month and year first above written.

WITNESSES:

Kathryn Rocke

Kermit A. Bourque
KERMIT A. BOURQUE
CLERK OF COURT

Margaret Waguespack

DEPUTY CLERK OF COURT AND EX-OFFICIO NOTARY PUBLIC

Recorded from the original on file this 18th day of August, 1965.

Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

106866

SEP 15 1970

FILED

SEP 14 1970

Janice R. Lindsey
Deputy CLERK OF COURT

23RD JUDICIAL DISTRICT COURT

PARISH OF ASCENSION

STATE OF LOUISIANA

HUMBLE PIPE LINE COMPANY NUMBER 16,766

VS.

JOHN A. JONES, et al NOTICE OF LIS PENDENS

NOTICE is hereby given that on the 14 day of September, 1970, a suit was commenced in the Twenty-third Judicial District Court of Louisiana in and for Ascension Parish by the above named plaintiff against John A. Jones and Jesse R. Jones, which suit is now pending; that the object of said suit is to expropriate a right of way or servitude for a pipeline across the following described property:; located in Ascension Parish, Louisiana:

TRACT 1: A certain tract or parcel of land containing 147.80 acres, more or less, located and situated in Sections 29, 31, 32 and 61, T 9 S, R 2 E, Southeastern District of Louisiana East of the Mississippi River, and being the same property acquired by instrument recorded in COB 112, Folio 18, of the conveyance records of Ascension Parish, Louisiana.

TRACT 2: A certain tract or parcel of land containing 302.73 acres, more or less, being located and situated in Section 29, 31 and 61, T 9 S, R 2 E, Southeastern District of Louisiana East of the Mississippi River, and being a part of Riverside Plantation; being the same property acquired by instrument recorded in COB 185, Folio 183, of the conveyance records of Ascension Parish, Louisiana

Dated at Donaldsonville, Louisiana, this 14 day of September, 1970.

John V. Parker
John V. Parker of
SANDERS, MILLER, DOWNING & KEAN
Post Office Box 1588
Baton Rouge, Louisiana 70821
Attorneys for Plaintiff

#106866

187-687

Recorded from the original on file this the 15th day of September, 1970.

Kermit Hart Bourque
KERMIT HART BOURQUE
CLERK AND RECORDER

9/15/70

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11/16/70 107670

STATE OF LOUISIANA

PARISH OF ASCENSION

KNOW ALL MEN BY THESE PRESENTS that this agreement, made and entered into by and between JOHN A. JONES and JESSE R. JONES, sometimes hereinafter known and designated collectively as "Grantor," and HUMBLE PIPE LINE COMPANY, a Delaware corporation, authorized to do and doing business in the State of Louisiana, herein appearing through and being represented by W. S. Spangler, its President, hereunto duly authorized, sometimes hereinafter known and designated as "Grantee",

WITNESSETH:

Grantor, for and in consideration of One thousand fifty four and 00/100 Dollars ($1054.00), cash in hand paid, and the obligations of Grantee herein contained, hereby grants, without warranty but with full substitution and subrogation as to all rights and actions of warranty, and conveys unto Grantee a servitude of right of way as hereinafter described, for the purpose of constructing, maintaining, repairing, changing the size of, replacing, operating, patrolling, altering and removing, in whole or in part, either separately or concurrently, one pipeline for the transportation and transmission of petroleum, petroleum products and/or liquefied petroleum gas, together with two valves and the necessary fixtures, equipment and appurtenances, on, over and across the lands of Grantor in Ascension Parish, Louisiana, referred to or described below, to-wit:

> That certain tract of land owned by John A. Jones and Jesse R. Jones and acquired by deed dated February 2, 1956, of record in Conveyance Book 112, Entry 18, and by deed dated June 8, 1965, of record in Conveyance Book 185, Entry 183, Ascension Parish, Louisiana, said servitude or right of way being twenty (20) feet in width and extending laterally ten (10) feet on both sides of the following described centerline:
>
> Beginning at a point in Gulf States Utilities Company's existing servitude or right of way, as described in instrument dated July 6, 1964, of record in Conveyance Book 180, Entry 277, Ascension Parish, Louisiana, said point being located N 80° 53' W 10.0' and N 09° 07' E 260.0' from the Southwest corner of Section 21, Township 9 South, Range 2 East, of Ascension Parish, Louisiana, for the place of beginning;
>
> Thence, S 09° 07' W 5053.0 feet to a point;

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11/16/70

Thence, N 80° 49' W 2180.0 feet to a point;

Thence, S 29° 55' W 10.0 feet to a point in the common boundary line between the lands of Grantor and Union Oil Company of California, for a total distance of 7240.0 feet or 438.9 rods;

it being understood that Grantee may also use, as a temporary right of way, an additional strip of land thirty (30) feet in width, adjacent to the southerly edge of the twenty (20) foot wide permanent servitude or right of way herein granted, such servitudes being shown on the plat attached hereto as Exhibit "A", together with the right of ingress and egress to and from the right of way as hereinafter shown, for the purposes of the servitude herein granted.

The servitude of right of way as above described is granted by Grantor and accepted by Grantee under and subject to the following provisions and stipulations, to-wit:

1. The Grantee shall have the right, during the period of initial construction of the aforedescribed pipeline, of using the temporary right of way as hereinabove described. When initial construction of said pipeline has been completed, the temporary servitude shall terminate and the Grantee shall have no further right of way on the said aforedescribed thirty (30) foot wide strip, except during temporary periods, if any, when said pipeline is being repaired, replaced or removed, and during such periods Grantee's right of use shall be limited to such areas as are not at that time occupied by improvements. Nothing in this paragraph shall be construed to limit Grantor's use of the thirty (30) foot wide strip after initial construction of said pipeline.

2. The Grantee shall have the right of ingress and egress to and from said right of way but shall enter and leave said right of way where same crosses a public road or the exterior property lines of Grantor. In the event the Grantee enters and leaves said right of way at the exterior property lines of Grantor, Grantee shall put in gates, cattle gaps or stiles at the ends of said right of way, and in the event it does erect gates at such points of entrance and exit, it will keep said gates securely locked in order to prevent strangers from entering the premises and to prevent cattle from straying therefrom. The said right of ingress and egress as above set forth shall be

restricted to Grantee's employees, agents and contractors and contractor's employees and agents, for the sole and only purpose of constructing, maintaining, repairing, changing, replacing, operating, patrolling, altering and removing said pipelines.

3. Grantee shall not fence any part of said right of way, except for an appropriate enclosure around the valve site, or construct any building or other structure thereon, and the pipeline (except for the valves and accessories connected therewith situated in the valve site shown on Exhibit "A" and except for markers, where required or appropriate) shall be placed underground and buried to a depth of not less than thirty (30") inches below the surface of the ground.

4. The drainage of Grantor's land traversed by said right of way shall not be interfered with and Grantee shall not obstruct said drainage during construction or at any time thereafter. Grantee agrees that the pipeline will be sagged at least three feet (3') below the present bottoms of the drainage ditches now existing.

5. Grantee shall refill the pipeline ditches and tractor tread tamp same over and above the pipeline. In case of subsequent sinking or caving, Grantee shall take the necessary steps to refill and relevel the location where same occurs. Upon completion of initial construction, Grantee will clear all debris from the premises by burning or removing same, and will level off the ground above the pipeline as nearly as practicable.

6. Grantor reserves the right to fully use and enjoy the lands included in said right of way for all purposes other than those herein granted, except such uses shall not cause injury to Grantee's pipelines, or unreasonably interfere with the rights herein granted; and Grantor shall not construct or maintain nor permit to be constructed or maintained on said right of way, any house, structure or obstruction except as herein provided, on or over, or that will interfere with, the maintenance, repair, replacement, removal or operation of the pipeline constructed hereunder. Without limiting the generality of the above, but subject thereto, Grantor particularly reserves the right to cross said right of way with as many roadways, railroad tracks, railroad spur tracks, conveyors, water lines, gas lines, telephone lines, sewer lines, lines for the transmission or distribution of electric power,

both underground and overhead, and other utilities, as may be necessary. Grantor also reserves the right for himself, his heirs and assigns, to work over and on the right of way herein granted for the purpose of constructing pipelines or other lines adjacent to said right of way, provided such does not endanger or damage Grantee's pipeline.

7. Grantee shall, within ninety (90) days after completion of initial construction of its pipeline, prepare and furnish Grantor with an as-built plat of said pipeline across said lands. Said plat shall show the alignment of said pipeline and also a profile of the extra depth section of said line as provided herein.

8. Grantee agrees to place visible, permanent markers or monuments on the right of way to show the location of its pipeline at the points of exit and entrance of Grantor's property.

9. In constructing, maintaining, operating, repairing, changing the size of, replacing, altering and removing said pipeline, Grantee shall observe the usual safety practices current in the industry, it being understood that in the event Grantee's pipeline should ever be replaced, it may be kept in operation until the replacement pipeline is completed. Grantee assumes responsibility for the safe condition of the right of way insofar only as such condition is affected by any of its operations hereunder, and will hold Grantor harmless and indemnify him from any damages to person or property, or any other damages, loss, cost and expense, including attorney's fees, caused by or attributable to Grantee's construction, maintenance, operation, repairing, changing, patrolling, altering and/or removing said pipeline or operations relevant thereto.

10. Grantee accepts the grant of said right of way subject to any and all valid and subsisting leases, servitudes and mineral rights or other rights heretofore granted to third parties or reserved by Grantor's predecessors in title affecting said land, that appear of record in the office of the Clerk and Recorder of Ascension Parish, Louisiana. The grant is also made by Grantor and accepted by Grantee without any warranty or recourse against Grantor, except for the return of the purchase price, in the event of failure of title.

11. In the event Grantee fails to use the pipeline constructed hereunder for a period of twenty-four (24) consecutive months after same is constructed, the servitude and all rights granted herein shall cease, determine, and ipso facto terminate without any demand or putting in default. Upon the expiration or termination of the right of way grant, the Grantee shall have twelve (12) months thereafter within which to remove all pipe and other equipment from the premises. Upon such expiration or termination of the right of way grant, Grantee will promptly, after removing such of its pipe and equipment as it may desire, remove all debris and rubbish from the premises and refill the pipeline ditch and all excavations it may make, leaving the location in as nearly a level condition as practicable.

12. Grantee further agrees to pay any and all damage which may arise to livestock, lands, growing crops, fences, timber and other improvements of Grantor (except improvements constructed on the right of way in violation of the provisions of this agreement) which may be suffered from the construction, maintenance, operation, repairing, changing, replacing, patrolling, altering and/or removing said pipeline and equipment. Such damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by Grantor, one to be appointed by Grantee, and the third by the two so appointed as aforesaid, and the award of the amount of damages so fixed by such three persons, or two of them, shall be final and conclusive.

All of the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

The parties hereto are presently in several different localities, and counterparts hereof may be executed by any party or parties hereto and all counterparts so executed shall be considered together as one original instrument, and each party executing this agreement or a counterpart hereof shall be bound hereunder.

IN TESTIMONY WHEREOF the parties hereto have signed this agreement in multiple original counterparts at the places and on the dates set forth

above each of their respective signatures and in the presence of the undersigned witnesses whose names are affixed as such opposite their respective signatures, after due reading of the whole.

IN TESTIMONY WHEREOF, JOHN A. JONES and JESSE R. JONES have hereunto signed this act at Baton Rouge, Louisiana, in the presence of the undersigned competent attesting witnesses on this, the 26th day of October, 1970.

WITNESSES:

David W. Collins Jr.
Constance R. Long

John A. Jones
John A. Jones

David W. Collins Jr.
Constance R. Long

Jesse R. Jones
Jesse R. Jones

GRANTOR

IN TESTIMONY WHEREOF, HUMBLE PIPE LINE COMPANY has hereunto signed this act at Houston, Texas, in the presence of the undersigned competent attesting witnesses on this, the 11th day of November, 1970.

WITNESSES:

Verda Faye Brown
Beatrice R. Jones

HUMBLE PIPE LINE COMPANY

Form Approved
By: FEB

By: H. L. Spangler

GRANTEE

IN TESTIMONY WHEREOF, EDYTHE L. GREER and RUBY P. GREER, JR., have hereunto signed this act, in the presence of the undersigned competent witnesses, on this, the 25 day of October, 1970, solely for the purpose of evidencing consent to such act, and hereby subrogate their vendor's lien and mortgage on the property affected by said act, to the servitude granted therein.

WITNESSES:

John A. Jones
Wm. Calhoun

Edythe L. Greer
Edythe L. Greer

Mrs. Richard Jones
Mrs. Mary P. Jones
John A. Jones

Ruby P. Greer Jr.
Ruby P. Greer, Jr.
Individually and to aid and authorize my wife

--6--

THE STATE OF TEXAS X
COUNTY OF HARRIS X

BEFORE ME, the undersigned Notary Public, on this day personally appeared W. S. Spangler, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he or she executed it for the purposes and considerations expressed therein, in the presence of the witnesses subscribing thereto.

Witness my hand, this 11th day of November, 1970.

Jacqueline M. Onchen
Notary Public
in and for Harris County, Texas

My Commission Expires June 1, 1971

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

Before me, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid parish and state, personally came and appeared JOHN A. JONES, who, being by me first duly sworn, deposed and said,

That he is one of the subscribing witnesses in the foregoing instrument, that Edythe L. Greer named in the instrument, signed the same in the presence of appearer and in the presence of Mrs. Richard Jones, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of said Edythe L. Greer and in the presence of each other, and that the signatures thereon are true and genuine.

That Ruby P. Greer, named in the instrument, signed the same in the presence of appearer and in the presence of Mrs. Mary E. Jones, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of said Ruby P. Greer and in the presence of each other, and that the signatures thereon are true and genuine.

John A. Jones

John A. Jones

SWORN TO AND SUBSCRIBED before me at Baton Rouge, Louisiana, on this 26th day of October, 1970.

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

Before me, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid parish and state, personally came and appeared CONSTANCE R. LONG, who, being by me first duly sworn, deposed and said,

That she is one of the subscribing witnesses in the foregoing instrument, that John A. Jones and Jesse R. Jones named in the instrument, signed the same in the presence of appearer and in the presence of Mr. David M. Ellison, Jr., the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of said John A. Jones and Jesse R. Jones and in the presence of each other, and that the signatures thereon are true and genuine.

Constance R. Long

Constance R. Long

SWORN TO AND SUBSCRIBED before me at Baton Rouge, Louisiana, on this 16th day of October, 1970.

Notary Public

FOR MAP SEE ORIGINAL

Recorded from the original on file this the 16th day of November, 1970.

Vincent Bond Bourque

VINCENT BONO BOURQUE
CLERK AND RECORDER

107671

11/16/70

STATE OF LOUISIANA

PARISH OF ASCENSION

KNOW ALL MEN BY THESE PRESENTS that this agreement, made and entered into by and between JOHN A. JONES and JESSE R. JONES, sometimes hereinafter known and designated collectively as "Grantor," and HUMBLE PIPE LINE COMPANY, a Delaware corporation, authorized to do and doing business in the State of Louisiana, herein appearing through and being represented by _____ W. S. Spangler, its President, hereunto duly authorized, sometimes hereinafter known and designated as "Grantee",

WITNESSETH:

Grantor, for and in consideration of One hundred seventeen and 50/100 ($117.50) Dollars cash in hand paid, and the obligations of Grantee herein contained, hereby grants, without warranty but with full substitution and subrogation as to all rights and actions of warranty, and conveys unto Grantee a servitude of right of way as hereinafter described, for the purpose of constructing, maintaining, repairing, changing, replacing, operating, patrolling, altering and removing, in whole or in part, either separately or concurrently, two pipelines for the transportation and transmission of petroleum, petroleum products and/or liquefied petroleum gas, together with two valves and the necessary fixtures, equipment and appurtenances, on, over and across the lands of Grantor in Ascension Parish, Louisiana, referred to or described below, to-wit:

Being the same tracts or parcels of land described in that certain right of way instrument in favor of Gulf States Utilities Company, dated July 6, 1964, and recorded in Volume 180, page 277, Records of Ascension Parish, Louisiana, insofar as such lands are now owned by Grantor, said servitude or right of way being twenty (20) feet in width, and being the most northerly twenty (20) feet of Gulf States Utilities Company's 150 foot wide right of way, acquired by the above identified instrument, it being understood that Grantee may also use, as a temporary right of way, an additional strip of land thirty (30) feet in width, adjacent to the southerly edge of the twenty (20) foot wide permanent servitude or right of way herein granted, such servitudes being

107671

227-584

11/16/70

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See amendment CAB 596/426 5/13/98 MBO

shown on the plat attached hereto as Exhibit "A", together with the right of ingress and egress to and from the right of way as hereinafter shown, for the purposes of the servitude herein granted.

The servitude of right of way as above described is granted by Grantor and accepted by Grantee under and subject to the following provisions and stipulations, to-wit:

1. The Grantee shall have the right, during the period of initial construction of each of the aforedescribed pipelines, of using the temporary right of way as hereinabove described. When initial construction of said pipelines has been completed, the Grantee shall have no further right to use the said aforedescribed temporary right of way, except during temporary periods, if any, when said pipelines are being repaired, replaced or removed, and during such periods Grantee's right of use shall be limited to such areas as are not at that time occupied by substantial improvements.

2. The Grantee shall have the right of ingress and egress to and from said right of way but shall enter and leave said right of way where same crosses a public road or the exterior property lines of Grantor. In the event the Grantee enters and leaves said right of way at the exterior property lines of Grantor, Grantee shall put in gates, cattle gaps or stiles at the ends of said right of way, and in the event it does erect gates at such points of entrance and exits, it will keep said gates securely locked in order to prevent strangers from entering the premises and to prevent cattle from straying therefrom. The said right of ingress and egress as above set forth shall be restricted to Grantee's employees, agents and contractors and contractor's employees and agents, for the sole and only purpose of constructing, maintaining, repairing, changing, replacing, operating, patrolling, altering and removing said pipelines.

3. Grantee shall not fence any part of said right of way, except for an appropriate enclosure around the valve site, or construct any building or other structure thereon, and the pipelines (except for the valves and accessories connected therewith situated in the valve site shown on Exhibit "A" and except for markers, where required or appropriate) shall be placed underground and buried to a depth of not less than thirty (30") inches below the surface of the ground.

4. The drainage of Grantor's land traversed by said right of way shall not be interfered with, and Grantee shall not obstruct said drainage during construction or at any time thereafter. Grantee agrees that the pipelines will be sagged at least three feet (3') below the present bottoms of the drainage ditches now existing.

5. Grantee shall refill the pipeline ditches and tractor tread tamp same over and above the pipelines. In case of subsequent sinking or caving, Grantee shall take the necessary steps to refill and relevel the location where same occurs. Upon completion of initial construction, Grantee will clear all debris from the premises by burning or removing same, and will level off the ground above the pipelines as nearly as practicable.

6. Grantor reserves the right to fully use and enjoy the lands included in said right of way for all purposes other than those herein granted, except such uses shall not cause injury to Grantee's pipelines, or unreasonably interfere with the rights herein granted; and Grantor shall not construct or maintain nor permit to be constructed or maintained on said right of way, any house, structure or obstruction, except as hereinafter provided, on or over, or that will interfere with, the maintenance, repair, replacement, removal or operation of the pipelines constructed hereunder. Without limiting the generality of the above, but subject thereto, Grantor particularly reserves the right to cross said right of way with as many roadways, railroad tracks, railroad spur tracks, conveyors, water lines, gas lines, telephone lines, sewer lines, lines for the transmission or distribution of electric power, both underground and overhead, and other utilities, as may be necessary. Grantor also reserves the right for himself, his heirs and assigns, to work over and on the right of way herein granted for the purpose of constructing pipelines or other lines adjacent to said right of way, provided such does not endanger or damage Grantee's pipelines.

7. Grantee shall, within ninety (90) days after completion of initial construction of its pipelines, prepare and furnish Grantor with an as-built plat of said pipelines across said lands. Said plat shall show the alignment of said pipelines and also a profile of the extra depth section of said lines as provided herein.

8. Grantee agrees to place visible, permanent markers or monuments on the right of way to show the location of its pipelines at the points of exit and entrance of Grantor's property.

9. In constructing, maintaining, operating, repairing, changing, replacing, altering and removing said pipelines, Grantee shall observe the usual safety practices current in the industry. Grantee assumes responsibility for the safe condition of the right of way insofar only as such condition is affected by any of its operations hereunder, and will hold Grantor harmless and indemnify him from any damages to person or property, or any other damages, loss, cost and expense, including attorney's fees, caused by or attributable to Grantee's construction, maintenance, operation, repairing, changing, patrolling, altering and/or removing said pipelines or operations relevant thereto.

10. Grantee accepts the grant of said right of way subject to any and all valid and subsisting leases, servitudes and mineral rights or other rights heretofore granted to third parties or reserved by Grantor's predecessors in title affecting said land, that appear of record in the office of the Clerk and Recorder of Ascension Parish, Louisiana. The grant is also made by Grantor and accepted by Grantee without any warranty or recourse against Grantor, except for the return of the purchase price, in the event of failure of title.

11. In the event Grantee fails to use the pipelines constructed hereunder for a period of twenty-four (24) consecutive months after same are constructed, the servitude and all rights granted herein shall cease, determine, and ipso facto terminate, without any demand or putting in default. Upon the expiration or termination of the right of way grant, the Grantee shall have twelve (12) months thereafter within which to remove all pipe and other equipment from the premises. Upon such expiration or termination of the right of way grant, Grantee will promptly, after removing such of its pipe and equipment as it may desire, remove all debris and rubbish from the premises and refill the pipeline ditch and all excavations it may make, leaving the location in as nearly a level condition as practicable.

12. Grantee further agrees to pay any and all damage which may arise to livestock, lands, growing crops, fences, timber and other improvements of Grantor (except improvements constructed on the right of way in

violation of the provisions of this agreement) which may be suffered from the construction, maintenance, operation, repairing, changing, replacing, patrolling, altering and/or removing said pipelines and equipment. Such damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by Grantor, one to be appointed by Grantee, and the third by the two so appointed as aforesaid, and the award of the amount of damages so fixed by such three persons, or two of them, shall be final and conclusive.

All the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

The parties hereto are presently in several different localities, and counterparts hereof may be executed by any party or parties hereto and all counterparts so executed shall be considered together as one original instrument, and each party executing this agreement or a counterpart hereof shall be bound hereunder.

IN TESTIMONY WHEREOF the parties hereto have signed this agreement in multiple original counterparts at the places and on the dates set forth above each of their respective signatures and in the presence of the undersigned witnesses whose names are affixed as such opposite their respective signatures, after due reading of the whole.

IN TESTIMONY WHEREOF, JOHN A. JONES and JESSE R. JONES have hereunto signed this act at Baton Rouge, Louisiana, in the presence of the undersigned competent attesting witnesses on this, the 26 day of October, 1970.

WITNESSES:

David W. Ellis Jr.

Constance R. Long

John A. Jones

John A. Jones

David W. Ellis Jr.

Constance R. Long

Jesse R. Jones

Jesse R. Jones

GRANTOR

IN TESTIMONY WHEREOF, HUMBLE PIPE LINE COMPANY has hereunto signed

this act at Houston, Texas, in the presence of the undersigned competent attesting witnesses on this, the 11th day of November, 1970.

WITNESSES:

Verda Faye Broom

Bertha R. Lone

HUMBLE PIPE LINE COMPANY

Form Approved

By:

By: R. L. Spangler

GRANTEE

IN TESTIMONY WHEREOF, EDYTHE L. GREER and NUBY P. GREER, JR., have hereunto signed this act, in the presence of the undersigned competent witnesses, on this, the 25th day of October, 1970, solely for the purpose of evidencing consent to such act, and hereby subrogate their vendor's lien and mortgage on the property affected by said act to the servitude granted therein.

WITNESSES:

John A. Jones

Mrs. Richard Jones

Mrs. Mary E. Jones

John R. Jones

Edythe L. Greer

Edythe L. Greer

Nuby P. Greer Jr.

Nuby P. Greer, Jr.
Individually and to aid and authorize my wife

STATE OF TEXAS
COUNTY
XXXXXX OF HARRIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared W. S. Spangler, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he or she executed it for the purposes and considerations expressed therein, in the presence of the witnesses subscribing thereto.

Witnesseth, this 11th day of November, 1970.

Jacqueline M. Orsten
Notary Public
in and for Harris County, Texas
My Commission Expires June 1, 1971

STATE OF

PARISH OF

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he or she executed it for the purposes and considerations expressed therein, in the presence of the witnesses subscribing thereto.

_____, this ____ day of _____, 1970.

_____

_____
Notary Public

STATE OF

PARISH OF

BEFORE ME, the undersigned Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he or she executed it for the purposes and considerations expressed therein, in the presence of the witnesses subscribing thereto.

_____, this ____ day of _____, 1970.

_____

_____
Notary Public

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

Before me, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid parish and state, personally came and appeared CONSTANCE R. LONG, who, being by me first duly sworn, deposed and said,

That she is one of the subscribing witnesses in the foregoing instrument, that John A. Jones and Jesse R. Jones named in the instrument, signed the same in the presence of appearer and in the presence of Mr. David M. Ellison, Jr., the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of said John A. Jones and Jesse R. Jones and in the presence of each other, and that the signatures thereon are true and genuine.

Constance R. Long

Constance R. Long

SWORN TO AND SUBSCRIBED before me at Baton Rouge, Louisiana, on this 26th day of October, 1970.

Notary Public

76

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

Before me, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid parish and state, personally came and appeared JOHN A. JONES, who, being by me first duly sworn, deposed and said,

That he is one of the subscribing witnesses in the foregoing instrument, that Edythe L. Greer named in the instrument, signed the same in the presence of appearer and in the presence of Mrs. Richard Jones, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of said Edythe L. Greer and in the presence of each other, and that the signatures thereon are true and genuine.

That Nuby P. Greer, named in the instrument, signed the same in the presence of appearer and in the presence of Mrs. Mary E. Jones, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of said Nuby P. Greer and in the presence of each other, and that the signatures thereon are true and genuine.

John A. Jones

John A. Jones

SWORN TO AND SUBSCRIBED before me at Baton Rouge, Louisiana, on this 26th day of October, 1970.

NOTARY PUBLIC

FOR MAP SEE ORIGINAL

Recorded from the original on file this the 16th day of November, 1970.

KERMIT HART BOURQUE
CLERK AND RECORDER

Orig._____ Bdle. 14/12/75 - 9:00 AM 138031 Form 30

CASH SALE
STATE OF LOUISIANA

On this 16TH day of October, 19 75, before me, a Notary Public for the Parish of East Baton Rouge, Louisiana, and in the presence of the subscribing witnesses, personally appeared:

JOHN A. JONES, who declared that he has been married but once and then to Mary Virginia E. Jones, born Eubanks, with whom he is now living;
and
JESSE R. JONES, who declared that he has been married but once and then to Eleanor L. Jones, born LaCook, with whom he is now living,

herein called SELLERS resident S of and domiciled in Greenwell Springs, State of Louisiana, whose permanent mailing address is declared to be R. R. Box 213 who declared that for the price of TWELVE THOUSAND AND NO/100 ($12,000.00) DOLLARS, cash, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

BILLY JACK WHITE, who declared that he has been married but once and then to Martha V. White, born Vidos, with whom he is now living,

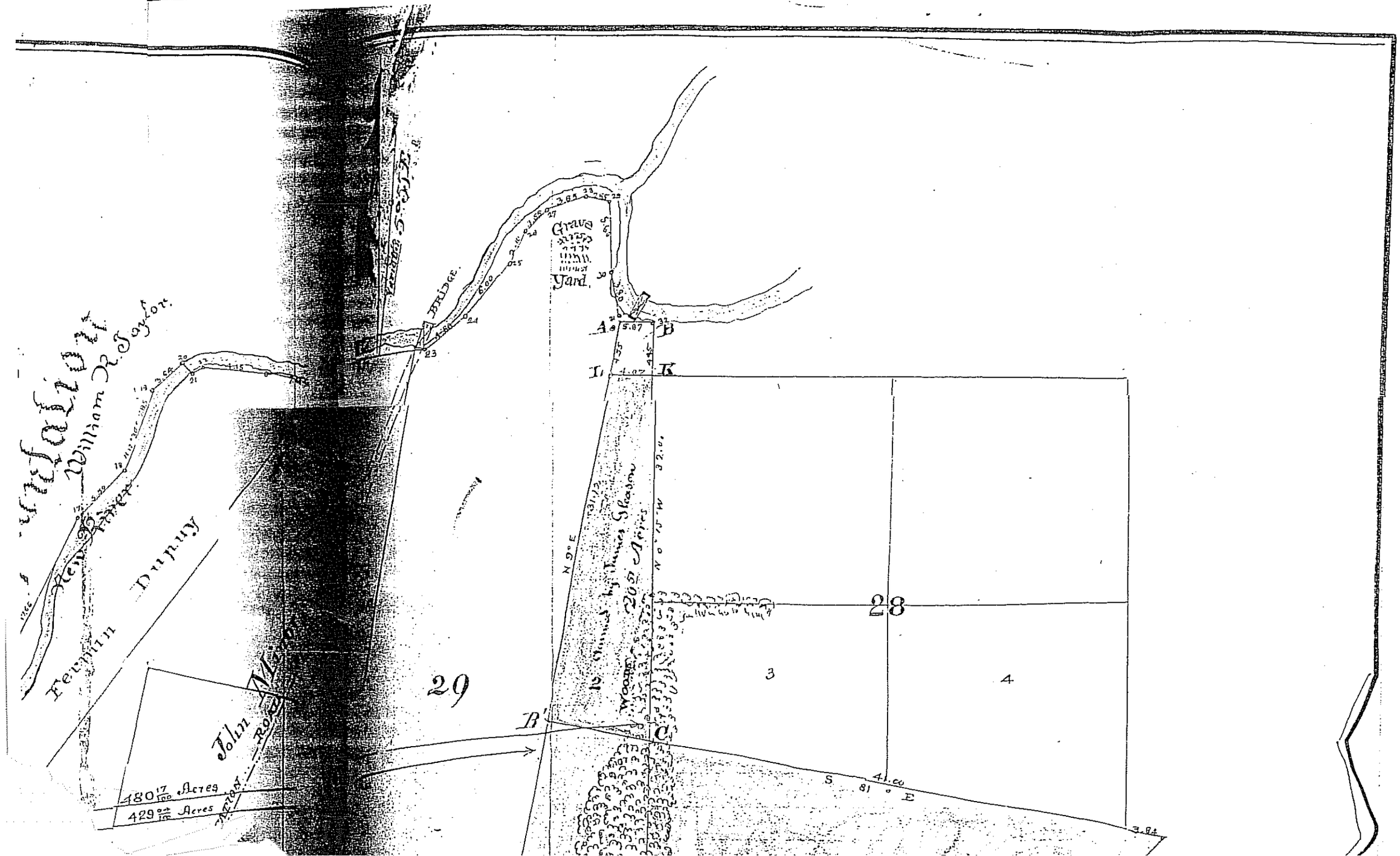
herein called BUYER, resident__ of and domiciled in Baton Rouge, State of Louisiana, whose permanent mailing address is declared to be Route 3, Box 486-A, Highland Road the following described property the possession and delivery of which BUYER acknowledges:

A certain tract or parcel of land, together with all buildings and improvements thereon, being a part of the J. A. and J. R. Jones properties located in Section 29, Township 9 South, Range 2 East, Southeast District of Louisiana, East of the Mississippi River, Ascension Parish, Louisiana, said tract or parcel of land being more particularly described as follows:

Commencing at the Southwest corner of Section 28, Township 9 South, Range 2 East; thence South 81 deg. 00' East a distance of 580.47 feet to a corner; thence South 00 deg. 15' East a distance of 2,064.89 feet to a point; thence continue South 00 deg. 15' East a distance of 713.86 feet to the Southeast corner of J. A. and J. R. Jones Properties, being the Point of Beginning; thence North 80 deg. 32' West a distance of 96.75 feet to a point and corner; thence North 45 deg. 04' 30" West a distance of 385.11 feet to a point and corner; thence North 44 deg. 55' 30" East a distance of 517.22 feet to a point and corner on the East boundary of J. A. and J. R. Jones properties; thence South 00 deg. 15' East a distance of 654.09 feet to the Point of Beginning, being Tract B of the J. A. and J. R. Jones properties, said tract B being bounded on the Northwest by Louisiana State Route 30, on the North by J. A. and J. R. Jones and on the East and South by Union Oil Company of California, and more fully described by reference to"a survey map of Tract 'B' of the J. A. and J. R. Jones properties located in Section 29, Township 9 South, Range 2 East, S.E.D. of Louisiana, East of the Mississippi River, Ascension Parish, Louisiana" dated September 11, 1975, prepared by W. L. Waldrep and Associates, a copy of which is annexed hereto.

#138031

271-519 10/17/75


Grave Yard.
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Fenwick
Dunning
John Mills
Road
480 17/100 Acres
429 92/100 Acres
Actual


Plantation
William R. Taylor
New River
Fermin
Dupuy
Section 61
480 17/100 Acres
429 Acres
John Major
PLANTATION ROAD
Caucaut
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Woods
20 51 Acres
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51 31/100 Acres
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Map of Part of Superficial Plantation

purchased by

E. N. Pugh.

situated in Ascension Parish, La

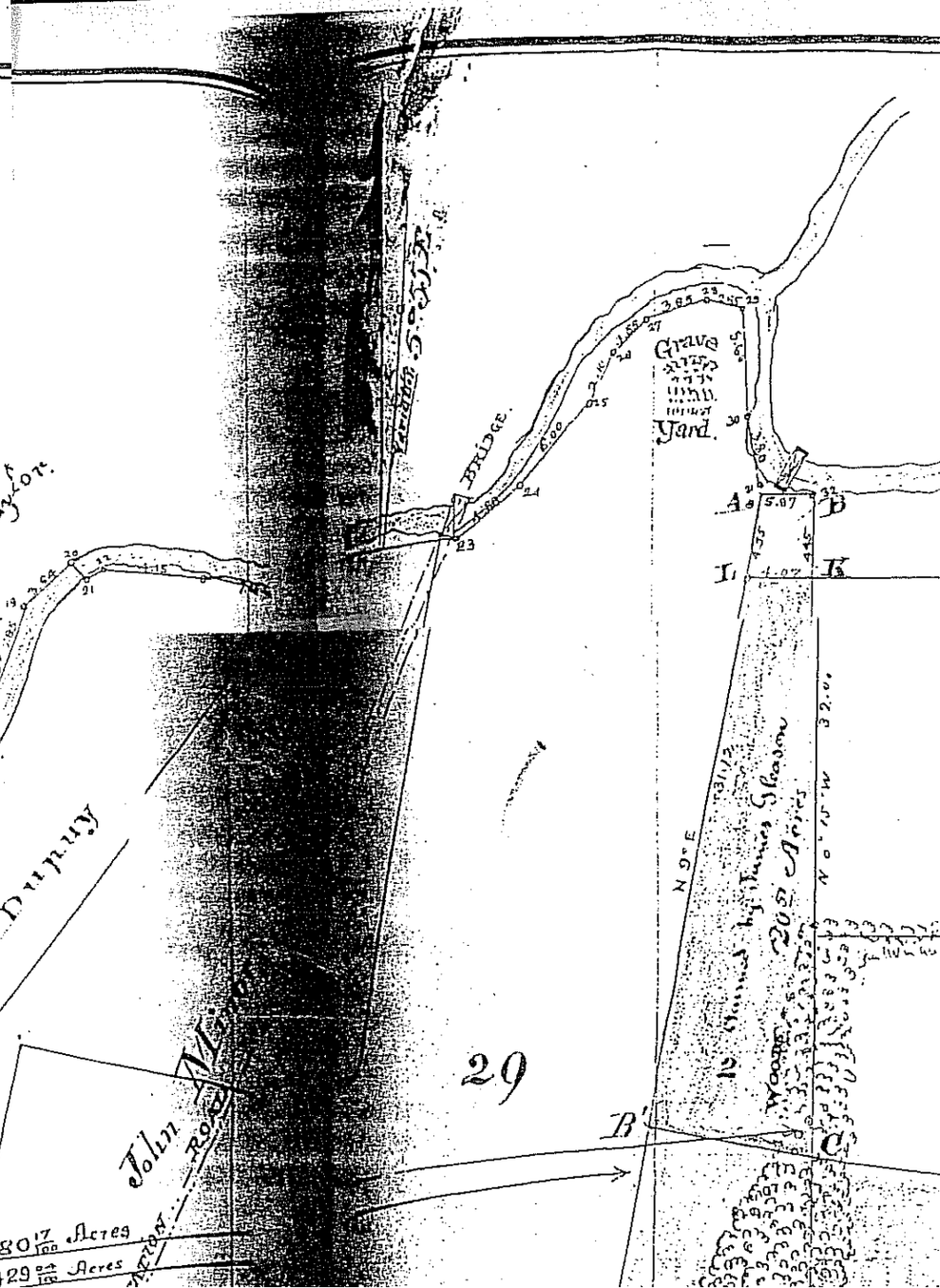
including Half of New River 596 11/160 Acres

Exclusive of Lots

1 1/2 Section 28 575 56/100 Acres

"Surveyed" Nov. 1905

by J.W. Monget, C.E.



Purchased by
E. N. Pugh.
situated in Ascension Parish, La
including Half of New River 596 11/100 Acres
Exclusive of Lots
1 1/2 Section 28 575 56/100 Acres
"Surveyed" Nov. 1905
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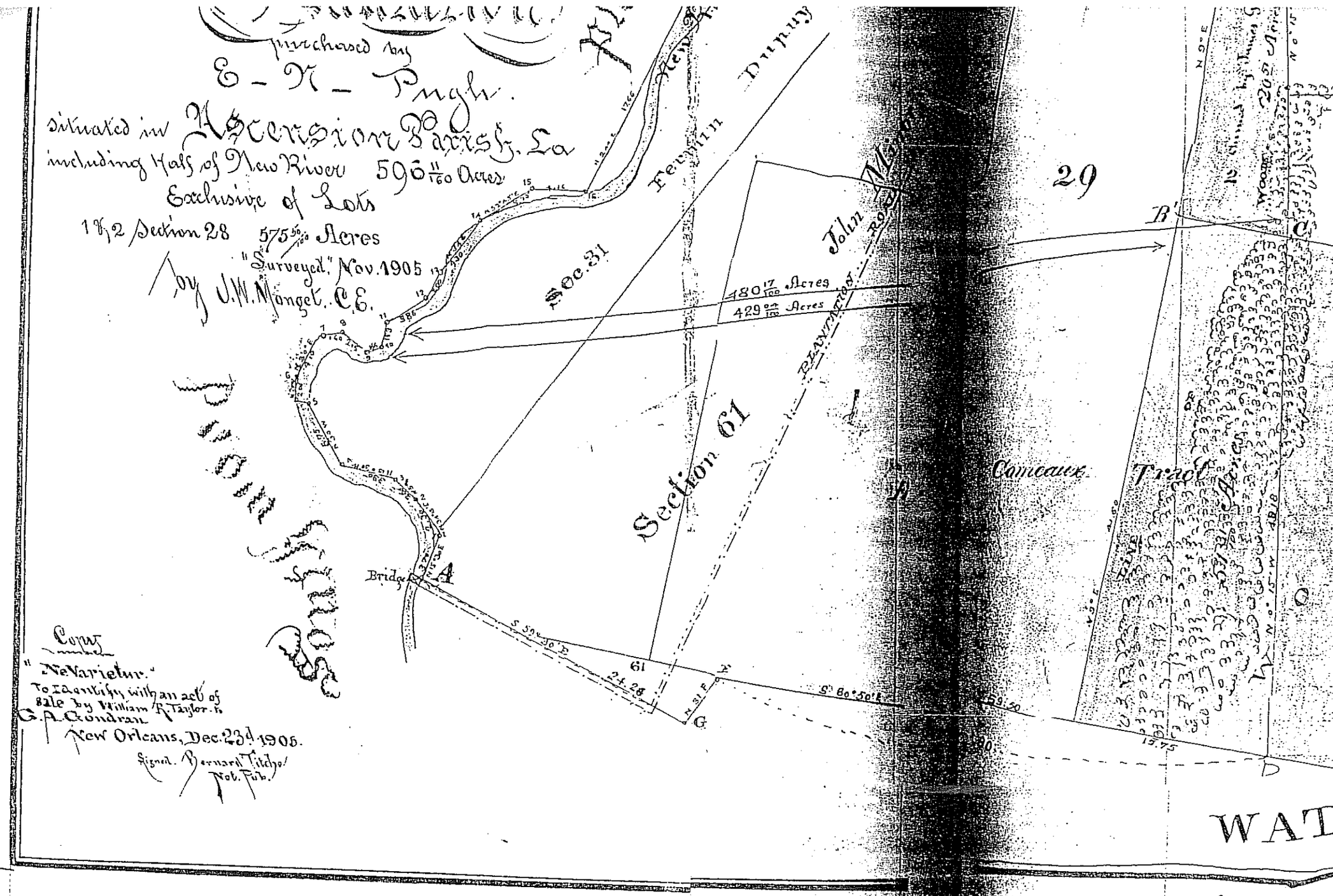

47-502

WAT

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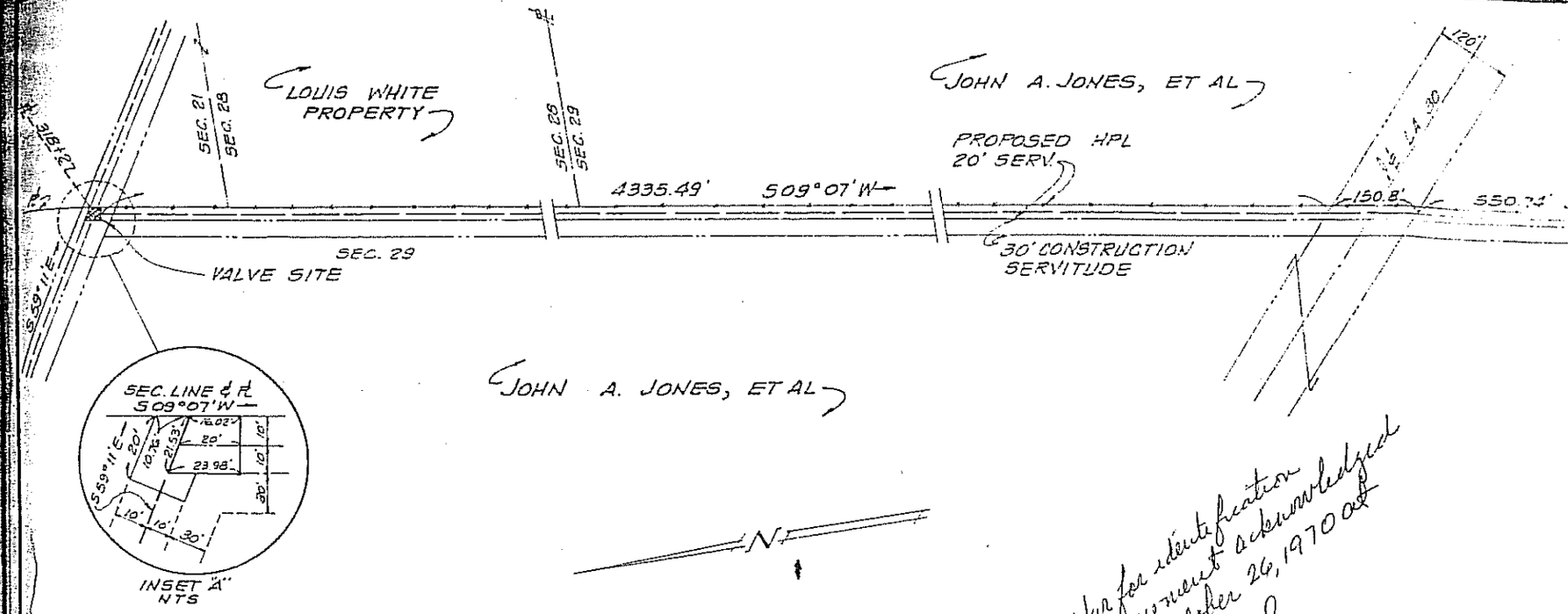
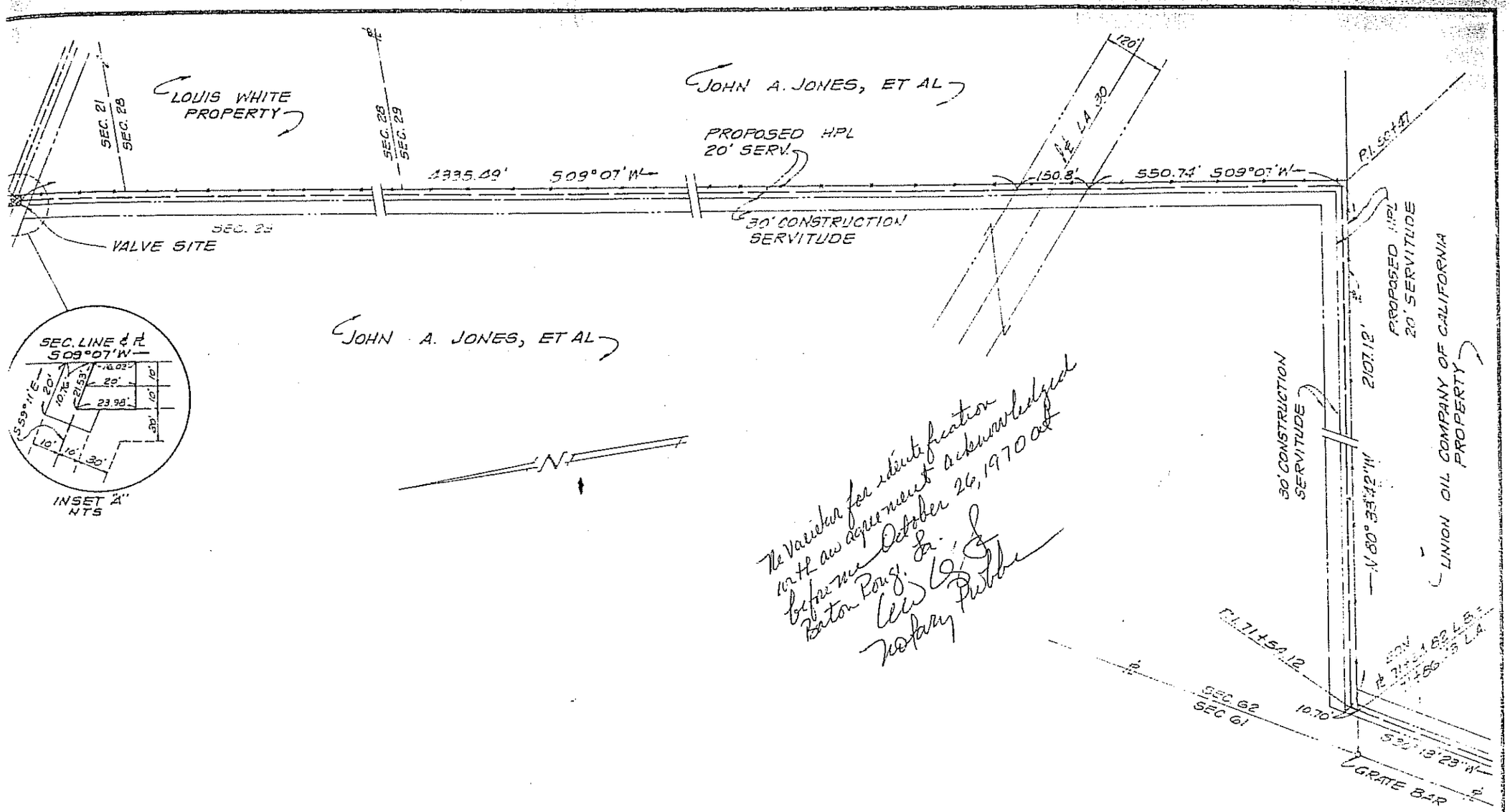


The varieker for identification with an agreement acknowledged before me October 26, 1970 at Baton Rouge, La.
Les Q. Jr.
Notary Public

REVISED	DATE	DESCRIPTION	DRAWN	CHECK'D	APPROVED	REVISED	DATE	DESCRIPTION	DRAWN	CHECK'D	APPROVED



Re variation for identification with an agreement acknowledged before me October 26, 1970 of Barton Rouge, La.
Lee L. Pribble
Notary Public

DATE	DESCRIPTION	DRAWN	CHECK'D	APPROVED	REVISED	DATE	DESCRIPTION	DRAWN	CHECK'D	APPROVED

HUMBLE PIPE LINE CO.

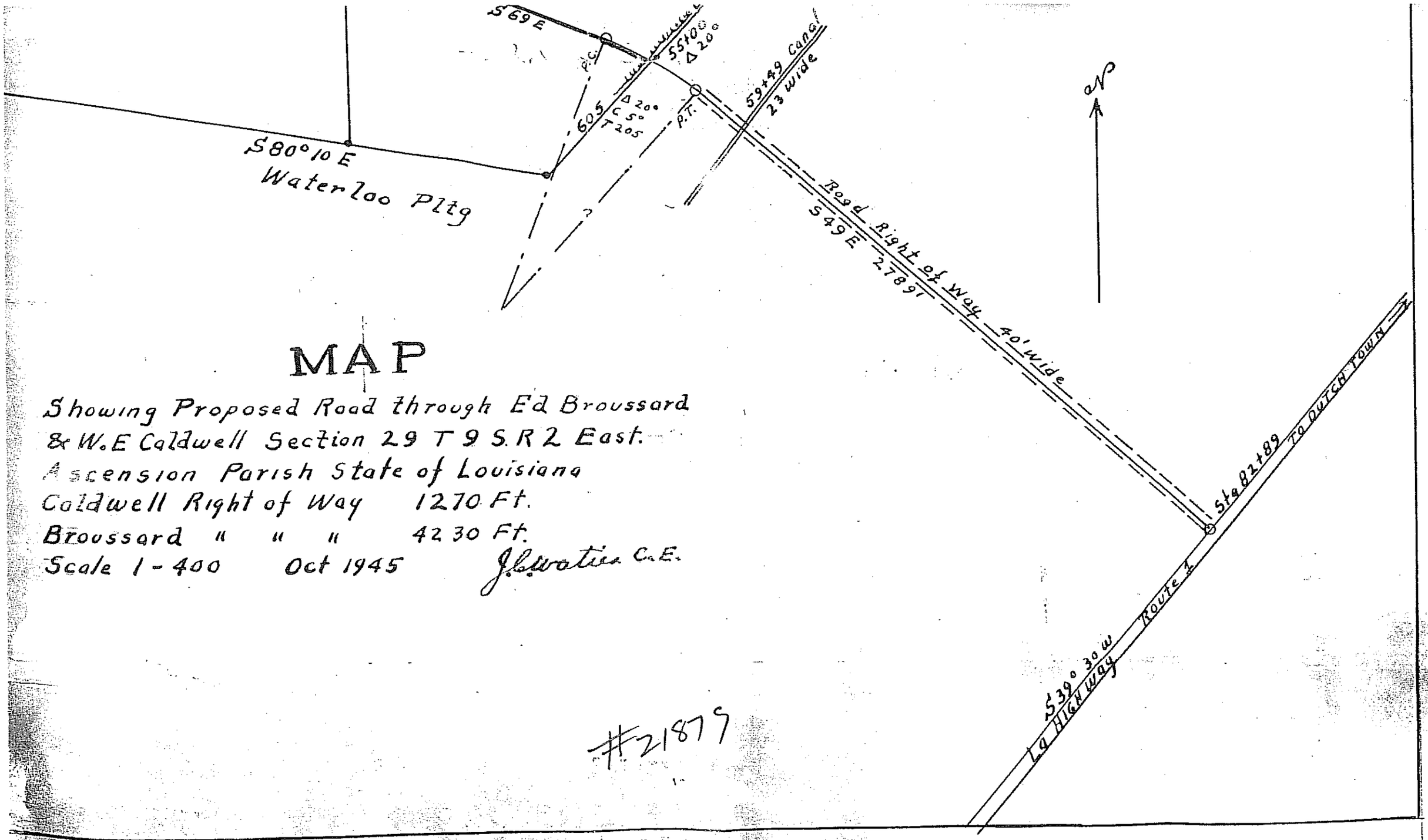
ENGINEERING DEPARTMENT — HOUSTON, TEXAS

JOHN A. JONES, ET AL

IN SEC. 29 & G2 T9S-R2E
ASCENSION PARISH, LA.

SCALE 1"=200 | DATE 10-21-70 | B-

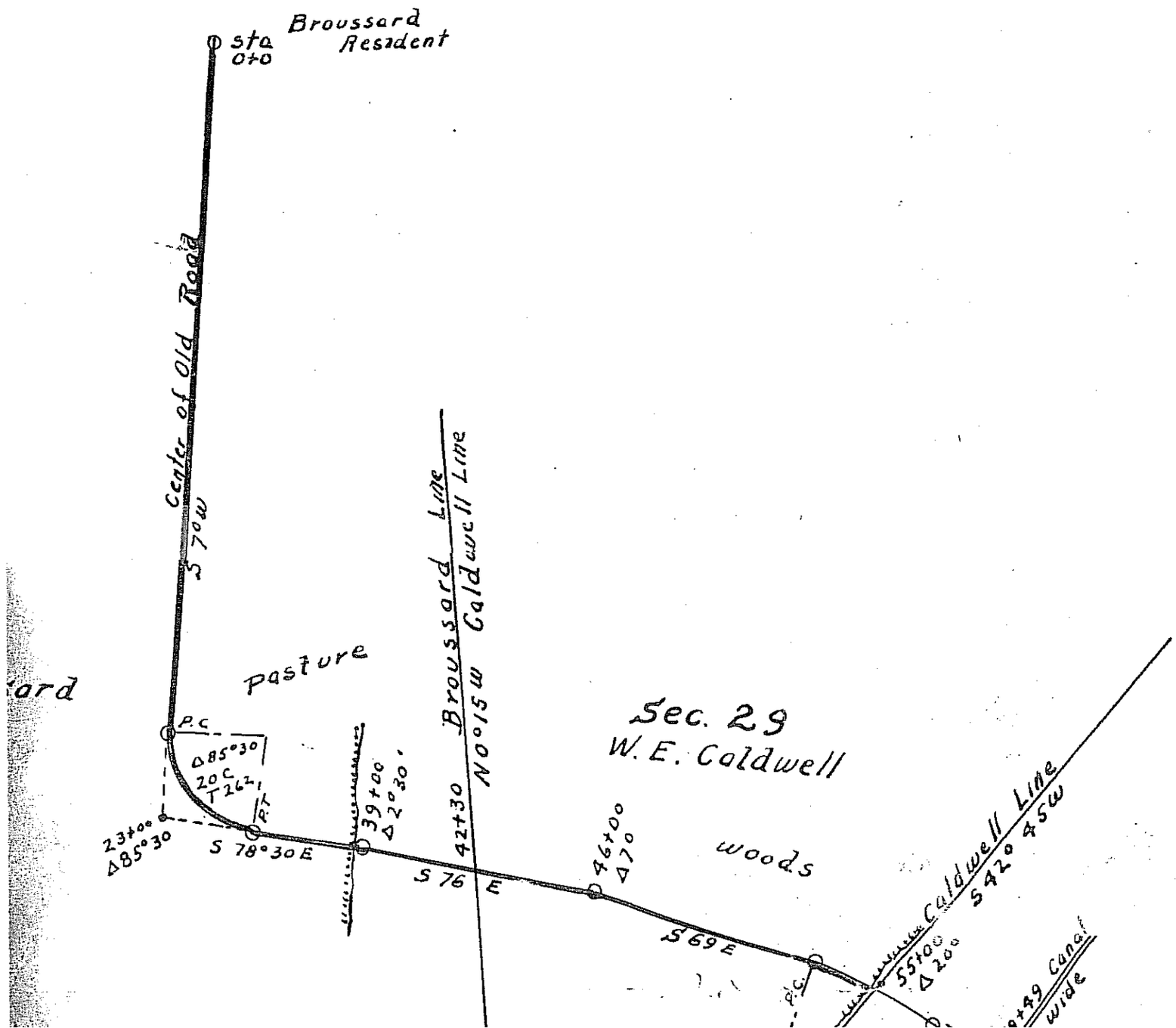
EXHIBIT "A"



MAP

Showing Proposed Road through Ed Broussard
& W.E Caldwell Section 29 T 9 S.R 2 East.
Ascension Parish State of Louisiana
Caldwell Right of Way 1270 Ft.
Broussard " " " 4230 Ft.
Scale 1 - 400 Oct 1945 J.L. Watts C.E.

#21879


Broussard Resident
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P.T.
23+00
Δ 85°30
S 78°30 E
39+00
Δ 2°30'
Broussard Line
N 0°15 W Caldwell Line
42+30
S 76 E
46+00
Δ 7°
S 69 E
Sec. 29
W. E. Caldwell
woods
P.C.
55+00
Δ 20°
Caldwell Line
S 42° 45 W
+49 Canal
wide

Plan of survey of the Edward Broussard property, part of the old Riverside Plantation, situated in the Parish of Ascension, in sections 29, 31, 32 and 61 of T. 9 S., R. 2 E., S. E. D. of La., E. of Mississippi River, shown on plan by the letters A, B, C, D, E, F, G, H, A, containing an area of 450.53 acres. J. W. Mongel's 1905 plan of survey shows area of lot [illegible] 49.60 acres. The Broussard deed gives area as 480.17 ac[illegible] of lots 1 and 2 (20.57 acres) of Sec. 29 is included in this figure. The description of the Broussard Tract does not include lots 1 and 2 of Section 28.

Dec. 23, 1905, Willi[illegible] Taylor sold to G. Adolph Gendron a portion of Riverside Plantation and designated the land sold on J. W. Mongel's 1905 Plan of Survey of Riverside Plantation. The description of the land sold did not include lots 1 and 2 of Section 28, T. 9 S., R. 2 E., S. E. D. of La., containing 20.57 acres. J. W. Mongel's 1905 plan of survey showed an acreage of 480.17 acres, which figure included the area of lots 1 & 2, but since lots 1 & 2 were not included in the description of the property sold to Gendron, this area (20.57 acres) should have been deducted from 480.17 acres, and the area specified in the Gendron deed should have been 459.60 acres, and not 480.17 acres.

The Edward Broussard property is the same tract of land acquired by G. Adolph Gendron, Dec. 29, 1905, and deed, due to the above error called for 20.57 acres more than Mongel's map showed.

The boundary of the property from A to H to G is along the center line of New River. The line from H to I is along the center line of an irregular ditch or canal.

The area of the southern portion enclosed by the letters A, B, C, D, O, M, L, K, J, I, H and A is 147.80 acres

See plan for courses, distances, bornes and other details.

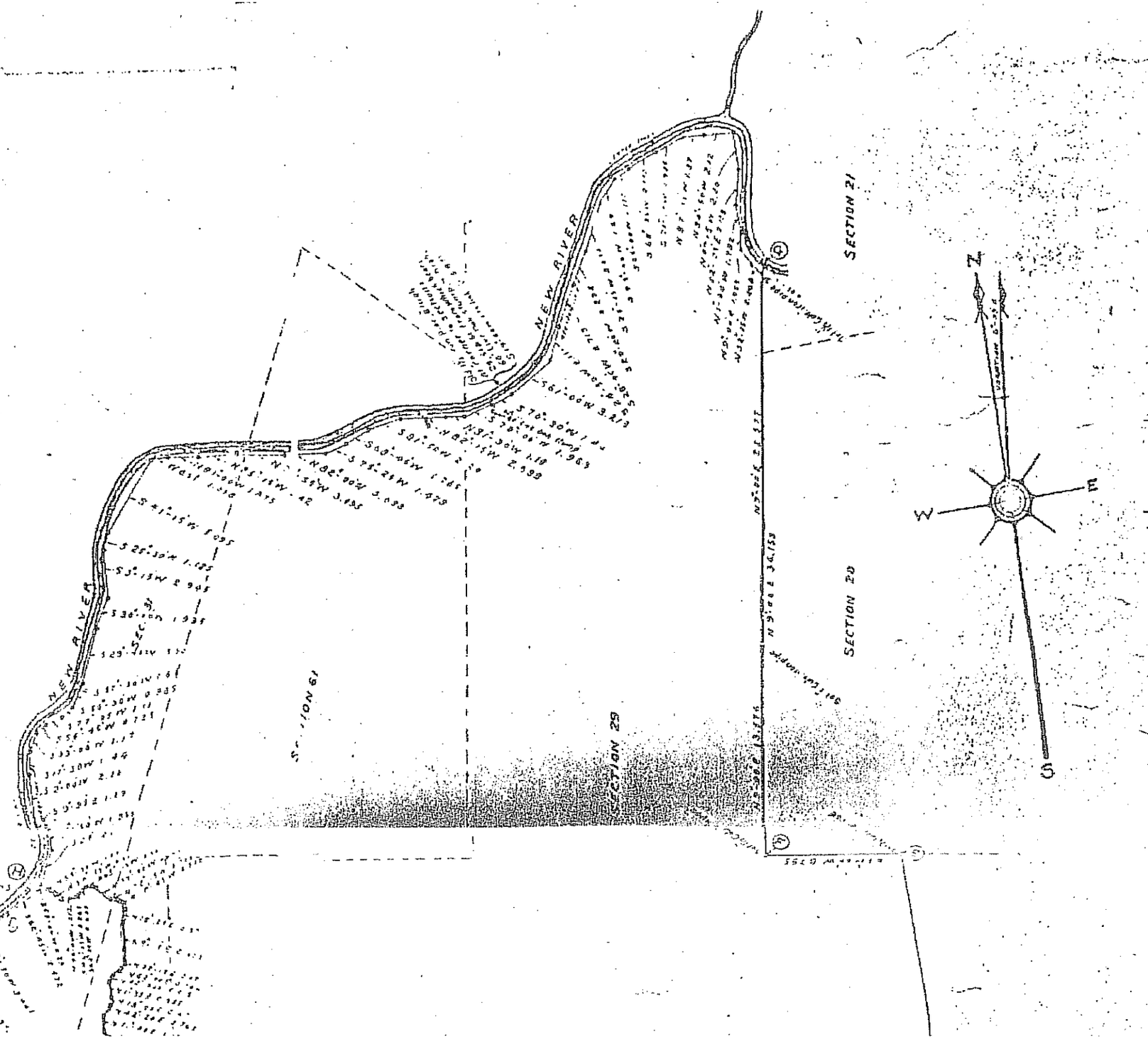
I certify plan to be correct and in accordance with survey.

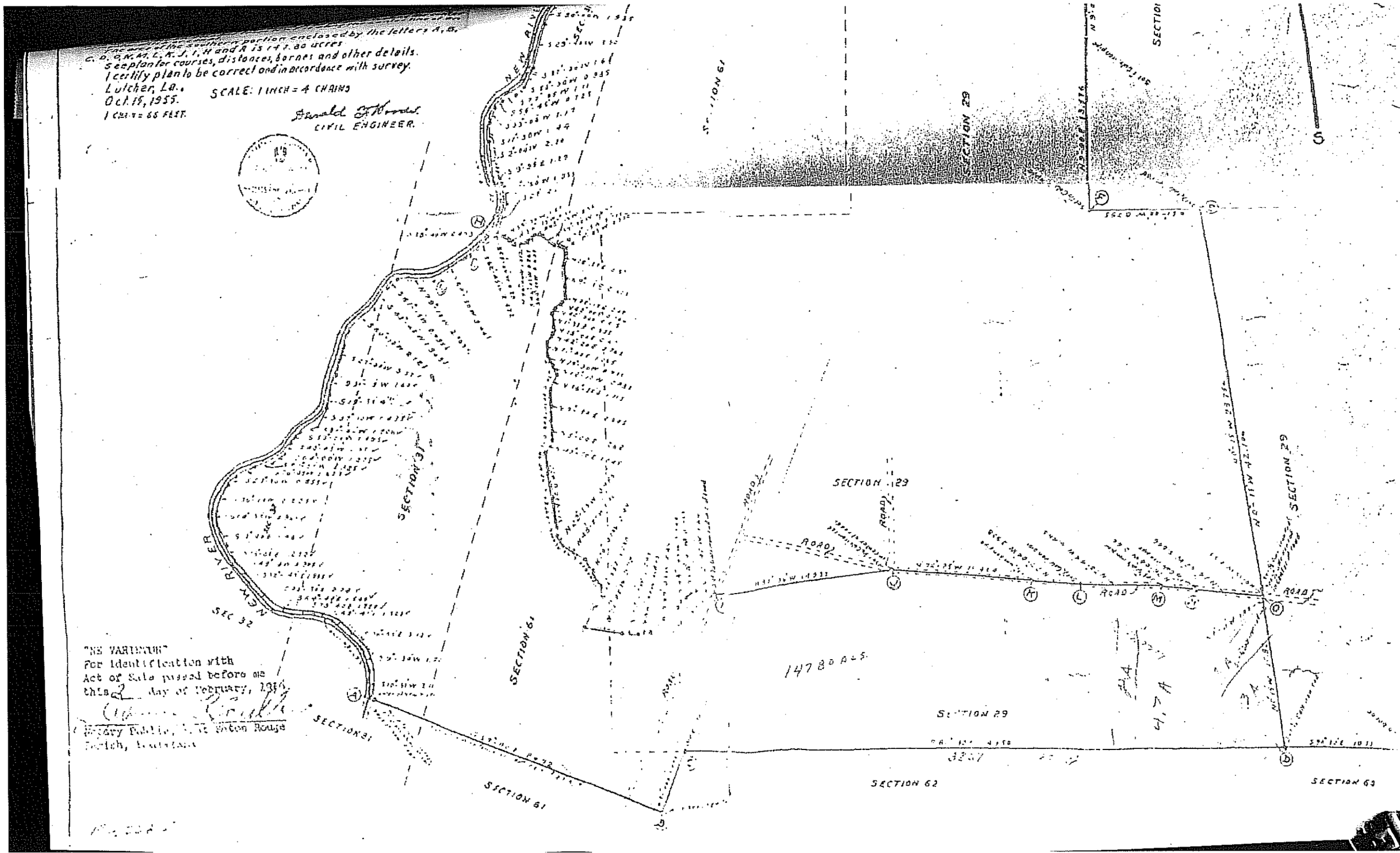
Lutcher, La.
Oct. 18, 1955.

SCALE: 1 INCH = 4 CHAINS

1 CHAIN = 66 FEET.

Gerald F. Hood
CIVIL ENGINEER.





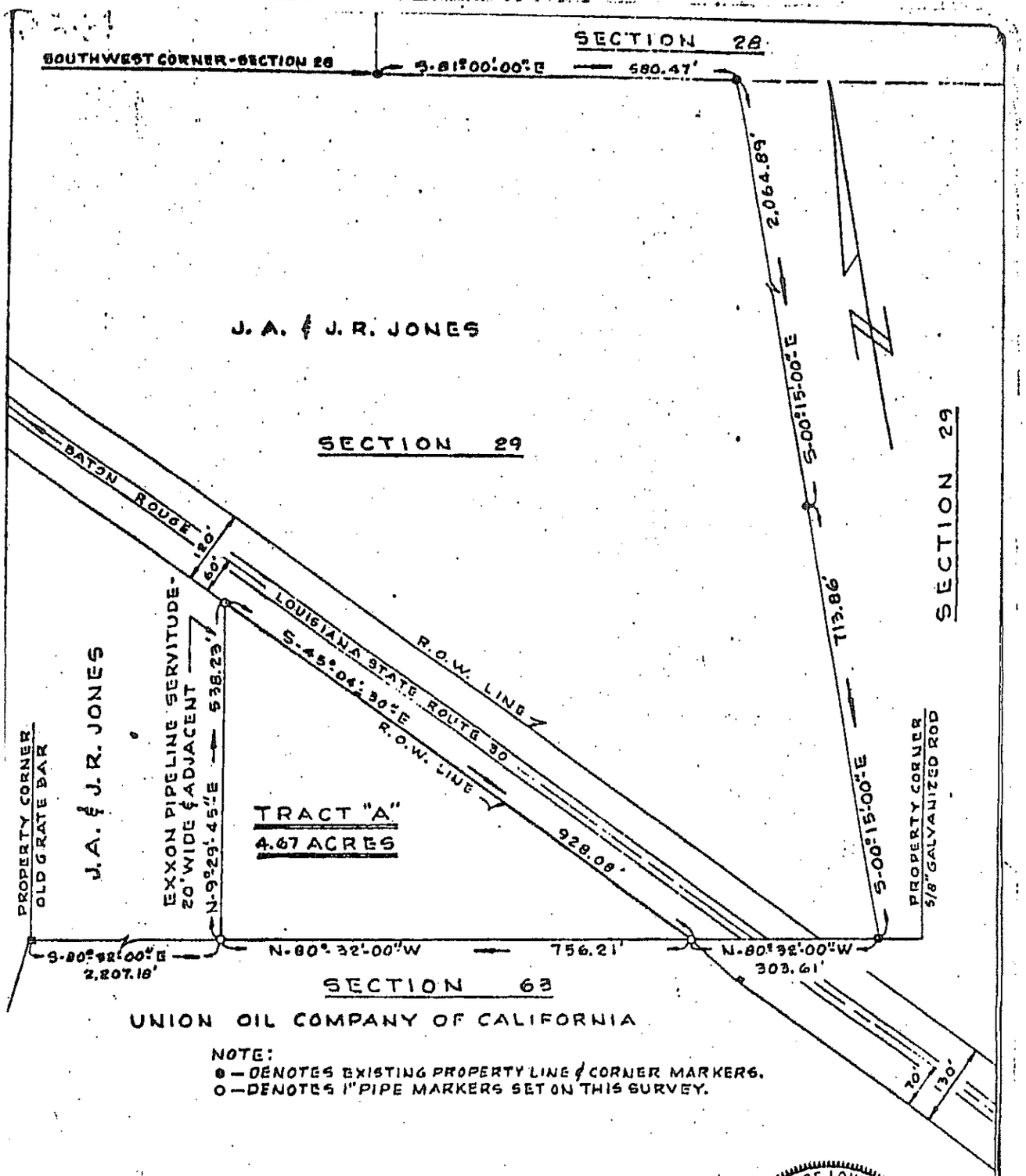
The area of the southern portion enclosed by the letters A, B, C, D, O, N, M, L, K, J, I, H and A is 147.80 acres.
See plan for courses, distances, bornes and other details.
I certify plan to be correct and in accordance with survey.
Lutcher, La.
Oct. 15, 1955.
1 Chain = 66 Feet.

SCALE: 1 INCH = 4 CHAINS

Gerald J. Wood
CIVIL ENGINEER.

"NE VARIETUR"
For identification with
Act of Sale passed before me
this 2 day of February, 1956.

Notary Public, E. B. Baton Rouge
Parish, Louisiana



NOTE:
● — DENOTES EXISTING PROPERTY LINE & CORNER MARKERS.
O — DENOTES 1" PIPE MARKERS SET ON THIS SURVEY.

THIS PLAT IS MADE IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 33:5051 ET SEQ AND CONFORMS WITH ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.

W. L. Waldrep
W. L. WALDREP - LAND SURVEYOR

STATE OF LOUISIANA
W. L. WALDREP
REG. No. 239
REGISTERED
LAND SURVEYOR

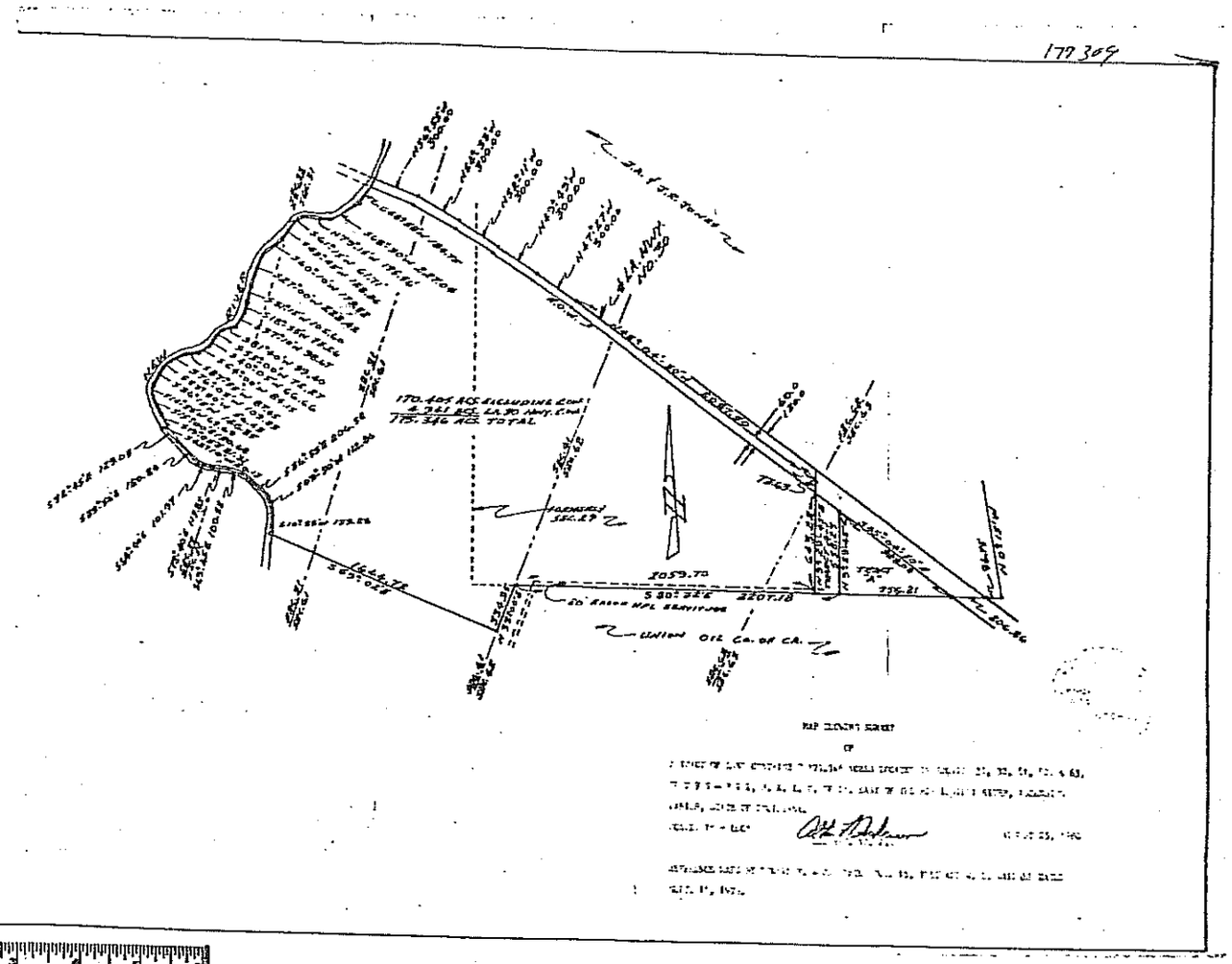
Signed for Identification
THE FEDERAL LAND BANK OF NEW ORLEANS
BY: [illegible]

SURVEY MAP OF TRACT "A" OF THE J. A. AND J. R. JONES PROPERTIES LOCATED IN SECTION 29, T-9S, R-2E, S.E.D. OF LOUISIANA, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH LOUISIANA.

SCALE - 1" = 200' BY: W.L.W. SEPTEMBER 17, 1973

W. L. WALDREP & ASSOCIATES
PLAQUEMINE, LOUISIANA.

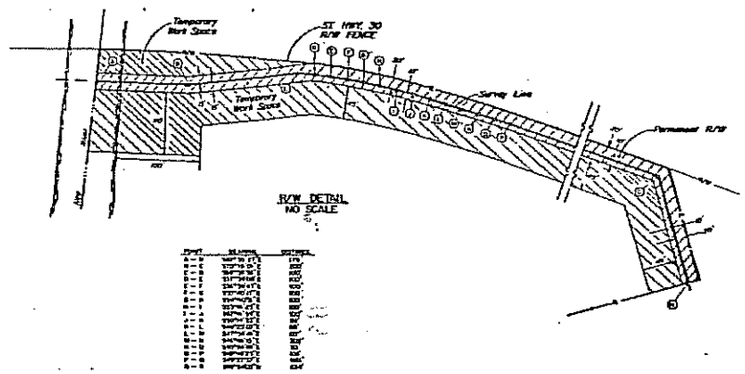
177304


177309
170.405 ACS. INCLUDING CONT.
& 2.41 ACS. LA. RD. ABNT. CONT.
172.346 ACS. TOTAL
2059.70
S 80° 22' E
2207.18
50' RAILROAD NPL SERVITUDE
UNION OIL CO. OF CA.

220368

ASCENSION PARISH, LOUISIANA
SECTIONS 31,61,62 & 63, T9S-R2E

#220368



R/W DETAIL
NO SCALE

Point	Bearing	Distance
A-1-1	N87°19'21"	175'
A-1-2	S17°19'21"	200'
B-1-1	S87°19'21"	200'
B-1-2	S17°19'21"	200'
C-1-1	S87°19'21"	200'
C-1-2	S17°19'21"	200'
D-1-1	S87°19'21"	200'
D-1-2	S17°19'21"	200'
E-1-1	S87°19'21"	200'
E-1-2	S17°19'21"	200'
F-1-1	S87°19'21"	200'
F-1-2	S17°19'21"	200'
G-1-1	S87°19'21"	200'
G-1-2	S17°19'21"	200'
H-1-1	S87°19'21"	200'
H-1-2	S17°19'21"	200'
I-1-1	S87°19'21"	200'
I-1-2	S17°19'21"	200'
J-1-1	S87°19'21"	200'
J-1-2	S17°19'21"	200'
K-1-1	S87°19'21"	200'
K-1-2	S17°19'21"	200'
L-1-1	S87°19'21"	200'
L-1-2	S17°19'21"	200'
M-1-1	S87°19'21"	200'
M-1-2	S17°19'21"	200'
N-1-1	S87°19'21"	200'
N-1-2	S17°19'21"	200'
O-1-1	S87°19'21"	200'
O-1-2	S17°19'21"	200'
P-1-1	S87°19'21"	200'
P-1-2	S17°19'21"	200'
Q-1-1	S87°19'21"	200'
Q-1-2	S17°19'21"	200'
R-1-1	S87°19'21"	200'
R-1-2	S17°19'21"	200'
S-1-1	S87°19'21"	200'
S-1-2	S17°19'21"	200'
T-1-1	S87°19'21"	200'
T-1-2	S17°19'21"	200'
U-1-1	S87°19'21"	200'
U-1-2	S17°19'21"	200'
V-1-1	S87°19'21"	200'
V-1-2	S17°19'21"	200'
W-1-1	S87°19'21"	200'
W-1-2	S17°19'21"	200'
X-1-1	S87°19'21"	200'
X-1-2	S17°19'21"	200'
Y-1-1	S87°19'21"	200'
Y-1-2	S17°19'21"	200'
Z-1-1	S87°19'21"	200'
Z-1-2	S17°19'21"	200'

The permanent right-of-way is described in three parts.

PART I

The permanent right-of-way to be 32 feet in width, the boundary lines of said 32 feet wide right-of-way being located parallel with, 15 feet northerly and 15 feet southerly (measured perpendicularly) from the following described survey line:

Beginning at the northwesterly corner of that certain Tract acquired by an Act of Sale with mortgage, dated September 8, 1942, recorded under File No. 577304, Page No. 230 of the conveyance records of Ascension Parish, Louisiana; and more particularly described as the point where the southern edge right-of-way of Louisiana Highway 30 intersects with the middle of New River, said point being located in Section 31, Township 9 South, Range 1 East; thence, southerly along the centerline of New River, a distance of 15.2 feet to the point of beginning; thence, South 87°19'21" East a distance of 175 feet to a point; thence, South 17°19'21" East a distance of 200 feet to the ending point of Part I.

Additional strips of land will be required for temporary work space during construction of the proposed pipeline: A triangular strip bounded westerly by New River, bounded northerly by the southern edge right-of-way of Louisiana Highway 30 and bounded southerly by the northern boundary line of the above described 32 feet wide permanent right-of-way; an additional strip of land 45 feet in width, parallel with and contiguous to the southerly boundary line of the above described 32 feet wide permanent right-of-way extending the entire length thereof.

Also an additional strip of land 45 feet in width, bounded westerly by the easterly part of New River, bounded northerly by the southerly boundary of the proposed 45 foot wide strip of temporary work space and extending easterly for a distance of 150 feet.

PART II

The permanent right-of-way to be 30 feet in width being 15 feet either side at the point of beginning and being 20 feet northerly and 10 feet southerly at the point of ending as referenced from the following described survey line:

Beginning at the ending point of Part I; thence, South 58°38'35" west a distance of 100 feet to the ending point of Part II.

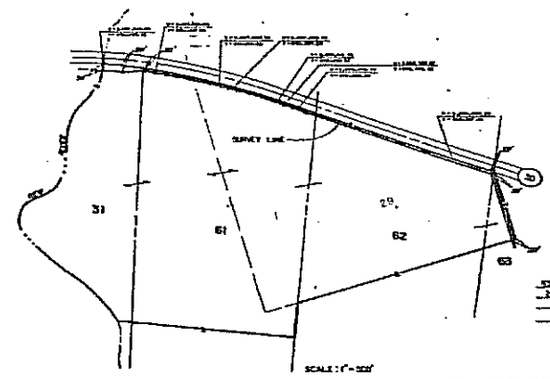
An additional strip of land will be required for temporary work space during construction of the proposed pipeline, said strip will be parallel with and contiguous to the southerly boundary line of the above described 30 foot wide permanent right-of-way, extending the entire length thereof.

PART III

The permanent right-of-way to be 30 feet in width, the boundary lines of said 30 foot wide right-of-way being located parallel with, 20 feet northerly and easterly and 10 feet southerly and westerly (measured perpendicularly) from the following described survey line:

Beginning at the ending point of Part II; thence, South 57°39'21" East a distance of 100 feet; thence, South 54°39'13" East a distance of 100 feet; thence, South 53°42'17" East a distance of 100 feet; thence, South 54°42'11" East a distance of 100 feet; thence, South 53°41'23" East a distance of 100 feet; thence, South 52°42'18" East a distance of 100 feet; thence, South 50°39'33" East a distance of 83 feet; thence, South 48°33'27" East a distance of 83 feet; thence, South 47°54'41" East a distance of 127 feet; thence, South 44°42'15" East a distance of 300 feet; thence, South 45°58'49" East a distance of [illegible] feet; thence, South 47°49'33" East a distance of 194 feet; thence, South 45°27'17" East a distance of 1,241 feet; thence, South 58°54'02" West a distance of 614 feet to the point of ending, said point being on the southerly boundary line of said Tract and more particularly described as being located 20 feet westerly of the southeast corner of said Tract.

An additional strip of land will be required for temporary work space during construction of the proposed pipeline, said strip will be 45 feet in width, and parallel with and contiguous to the southerly and westerly boundary lines of the above described 30 foot wide permanent right-of-way, extending the entire length thereof.



5345'	PIPELINE FOOTAGE
3018	RODS
2.72	ACRES PERMANENT R/W
4.73	ACRES TEMPORARY R/W

NOTE: BEARINGS & COORDINATES DERIVED FROM REFERENCE MAPS
REFERENCE MAPS: STATE OF LOUISIANA DEPARTMENT OF HIGHWAYS
PROJECT NO. 414-03-03
SHEET NO. 5-4

FAUSTINA PIPE LINE COMPANY

PROPOSED PIPELINE CROSSING
GWS DEVELOPMENT

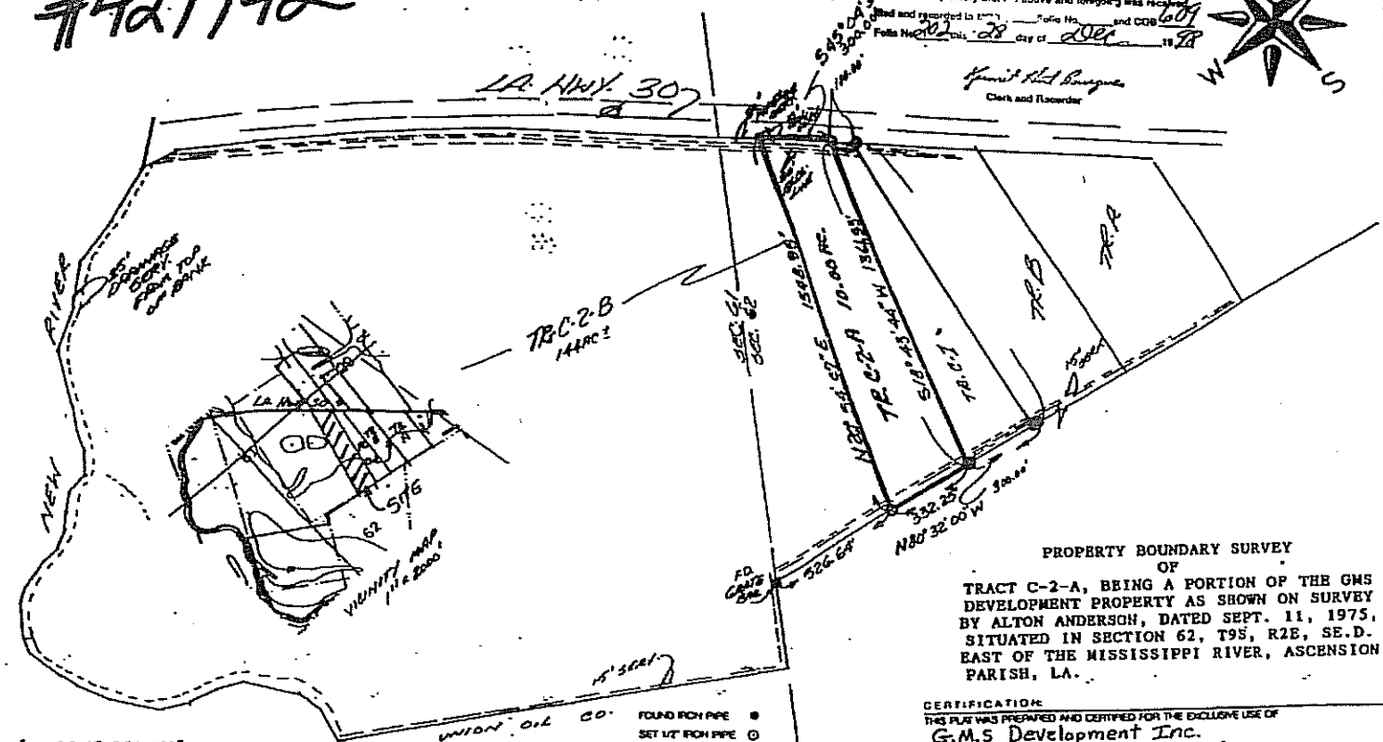
005-3712-TR3

#427742

State of Louisiana, Parish of Ascension

I, do hereby certify that the above and foregoing was received filed and recorded in Conv. Folio No. and COB 609 Folio No. 202 this 28 day of Dec. 1998

Kermit Alfred Bourque
Clerk and Recorder



DEDICATION:
THE RIGHT OF WAY OF STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC. ALL AREAS SHOWN AS SERVITUDES ARE GRANTED TO THE PUBLIC FOR USE OF UTILITIES, DRAINAGE, SEWAGE REMOVAL, OR OTHER PROPER PURPOSE FOR THE GENERAL USE OF THE PUBLIC. NO BUILDING, STRUCTURE, OR FENCE SHALL BE CONSTRUCTED, NOR SHRUBBERY PLANTED WITHIN THE LIMITS OF ANY SERVITUDE SO AS TO PREVENT OR UNREASONABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE SERVITUDE IS GRANTED.

James B. Kelly

THIS IS TO CERTIFY THAT THIS PLAT CONFORMS TO LA. REVISED STATUTES 33:5051 ET SEQ AND CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.

W. J. Cointment, Jr.

THE METHOD OF SEWAGE TREATMENT & DISPOSAL AND SOURCE OF WATER SUPPLY SHALL BE APPROVED BY THE ASCENSION PARISH HEALTH UNIT.

APPROVED: [signature]
ASCENSION PARISH PLANNING COMMISSION

DATED: 12-16-98

P.C. FILE # 1402

PROPERTY BOUNDARY SURVEY
OF
TRACT C-2-A, BEING A PORTION OF THE GMS DEVELOPMENT PROPERTY AS SHOWN ON SURVEY BY ALTON ANDERSON, DATED SEPT. 11, 1975, SITUATED IN SECTION 62, T9S, R2E, SE.D. EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LA.

CERTIFICATION
THIS PLAT WAS PREPARED AND CERTIFIED FOR THE EXCLUSIVE USE OF
G.M.S Development, Inc.

SAID CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR MAKING SAID PERSON OR ENTITY THE CERTIFICATE PLAN TO BE CORRECT AND IN ACCORDANCE WITH SURVEY & TITLE 46, L.R.S.

GONZALES, LA.
SCALE 1" = 400'
DATE Dec. 9, 1998

W. J. Cointment Jr.
W. J. COINTMENT JR.
LAND SURVEYOR

STATE OF LOUISIANA
W. J. COINTMENT, JR.
REG. No. 325
REGISTERED
LAND SURVEYOR

NOTE: ALL RIGHTS FROM A. ANDERSON SURVEY DATED 9-11-75.

THE ORIGINAL DRAWING OF THIS WORK IS THE PROPERTY OF W.J. COINTMENT SURVEYOR. REPRODUCTION OF THIS PLAT IS PROHIBITED EXCEPT BY WRITTEN PERMISSION OF THIS FIRM. ADDITIONAL INFORMATION IS OFTEN ADDED IN A CONTINUOUS UPDATING PROCESS. CHECK FOR LATEST REVISION DATE BEFORE ACTING ON DATA SHOWN. THIS FIRM IS NOT RESPONSIBLE FOR ACTIONS OR PROJECTS TAKEN BASED UPON OBSOLETE DRAWINGS. REPRODUCED THIS FIRM WAS NOT SPECIFICALLY CONSULTED AND WRITTEN PERMISSION RECEIVED. SERVITUDES AND/OR RIGHTS-OF-WAY OTHER THAN THOSE NOTED MAY EXIST ON THIS PROPERTY AND OWNERS OR POTENTIAL BUYERS SHOULD BE AWARE THAT RESEARCHING OF TITLE TO THIS PROPERTY, TO SHOW ALL ENCUMBRANCES, WAS NOT WITHIN THE SCOPE OF THIS SURVEY.

DELINEATION OF JURISDICTION WETLANDS HAS NOT BEEN REQUESTED NOR IS A PART OF SURVEY

ACCORDING TO THE FED. EMERGENCY MGMT. AGENCY, FED. INSURANCE ADM. FLOOD HAZARD BOUNDARY MAP COMM. # 225084 0005 C OF THE PARISH OF ASCENSION, LA., THIS PROPERTY LIES WITHIN FLOOD HAZARD ZONE C

FOUND IRON PIPE ●
SET 1/2" IRON PIPE ⊙
CLASS C SURVEY
FOUND NAIL & WASHER ▲
SET NAIL & WASHER △

REVISIONS:

CONVEYANCE

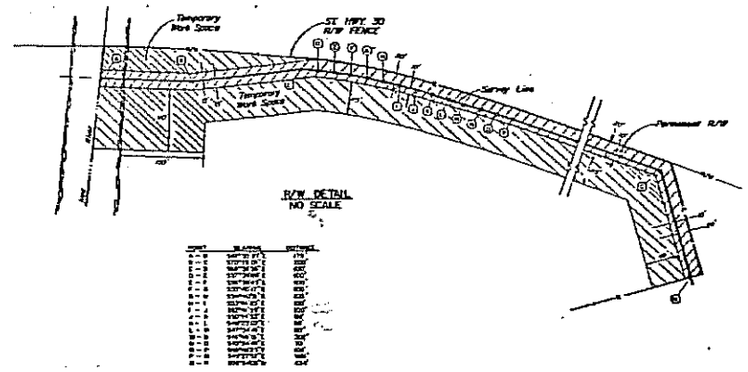
5452

0609 202

220368

ASCENSION PARISH, LOUISIANA
SECTIONS 31,61,62 & 63, T9S-R2E

#220368



The permanent right-of-way is described in three parts.

PART I

The permanent right-of-way to be 30 feet in width, the boundary lines of said 30 feet wide right-of-way being located parallel with, 15 feet northerly and 15 feet southerly (measured perpendicularly) from the following described survey line:

Beginning at the northwesterly corner of that certain tract acquired by an act of sale with mortgage, dated September 5, 1962, recorded under File No. 377324, Page No. 636 of the Conveyance Records of Ascension Parish, Louisiana; and more particularly described as the point where the southern most right-of-way of Louisiana Highway 30 intersects with the centerline of New River, said point being located in Section 31, Township 9 South, Range 2 East; thence, southerly along the centerline of New River, a distance of 1,[illegible] feet to the point of beginning; thence, South 61°25'21" East a distance of 175 feet to a point; thence, South 30°19'21" East a distance of 300 feet to the ending point of Part I.

Additional strips of land will be required for temporary work space during construction of the proposed pipeline; a triangular strip bounded westerly by New River, bounded northerly by the southern most right-of-way of Louisiana Highway 30 and bounded southerly by an imaginary imaginary line of the above described 30 feet wide permanent right-of-way; an additional strip of land 45 feet in width, parallel with and contiguous to the southerly boundary line of the above described 30 feet wide permanent right-of-way extending the entire length thereof.

Also an additional strip of land 45 feet in width, bounded westerly by the easterly bank of New River, bounded northerly by the southerly boundary of the proposed 45 feet wide strip of temporary work space and extending easterly for a distance of 150 feet.

PART II

The permanent right-of-way to be 30 feet in width being 15 feet either side of the point of beginning and being 20 feet northerly and 10 feet southerly at the point of ending as referenced from the following described survey line:

Beginning at the ending point of Part I; thence, South 57°28'35" east a distance of 100 feet to the ending point of Part II.

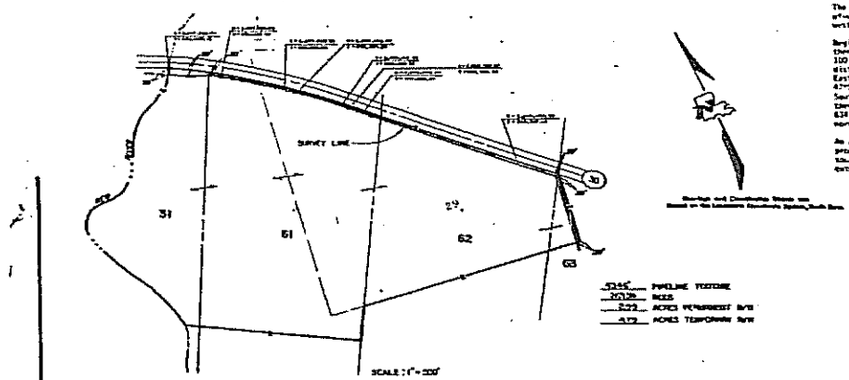
An additional strip of land will be required for temporary work space during construction of the proposed pipeline, said strip will be parallel with and contiguous to the southerly boundary line of the above described 30 feet wide permanent right-of-way, extending the entire length thereof.

PART III

The permanent right-of-way to be 30 feet in width, the boundary lines of said 30 feet wide right-of-way being located parallel with, 20 feet northerly and easterly and 10 feet southerly and westerly (measured perpendicularly) from the following described survey line:

Beginning at the ending point of Part II; thence, South 57°28'35" East a distance of 100 feet; thence, South 54°29'43" East a distance of 100 feet; thence, South 53°40'17" East a distance of 100 feet; thence, South 54°42'11" East a distance of 100 feet; thence, South 53°41'25" East a distance of 100 feet; thence, South 52°41'[illegible]" East a distance of 100 feet; thence, South 50°14'33" East a distance of 88 feet; thence, South 48°13'27" East a distance of 85 feet; thence, South 47°54'41" East a distance of 127 feet; thence, South 44°42'15" East a distance of 302 feet; thence, South 45°54'49" East a distance of [illegible] feet; thence, South 42°49'12" East a distance of 104 feet; thence, South 45°27'5[illegible]" East a distance of 1,261 feet; thence, South 08°54'02" West a distance of 634 feet to the point of ending, said point being on the southerly boundary line of said Tract and more particularly described as being located 25 feet westerly of the southeast corner of said Tract.

An additional strip of land will be required for temporary work space during construction of the proposed pipeline, said strip will be 45 feet in width, and parallel with and contiguous to the southerly and westerly boundary lines of the above described 30 foot wide permanent right-of-way, extending the entire length thereof.



5345	PIPELINE TEXTURE
2028	ROSS
272	ACRES PERMANENT R/W
479	ACRES TEMPORARY R/W

NOTE: BEARINGS & COORDINATES DERIVED FROM REFERENCE MAPS
REFERENCE MAPS: STATE OF LOUISIANA DEPARTMENT OF HIGHWAYS
PROJECT NO. 814-03-03
SHEET NO. 8.5

FAUSTINA PIPE LINE COMPANY

PROPOSED PIPELINE CROSSING
GWS DEVELOPMENT

003-3712-TR3

State of Louisiana, Parish of Ascension

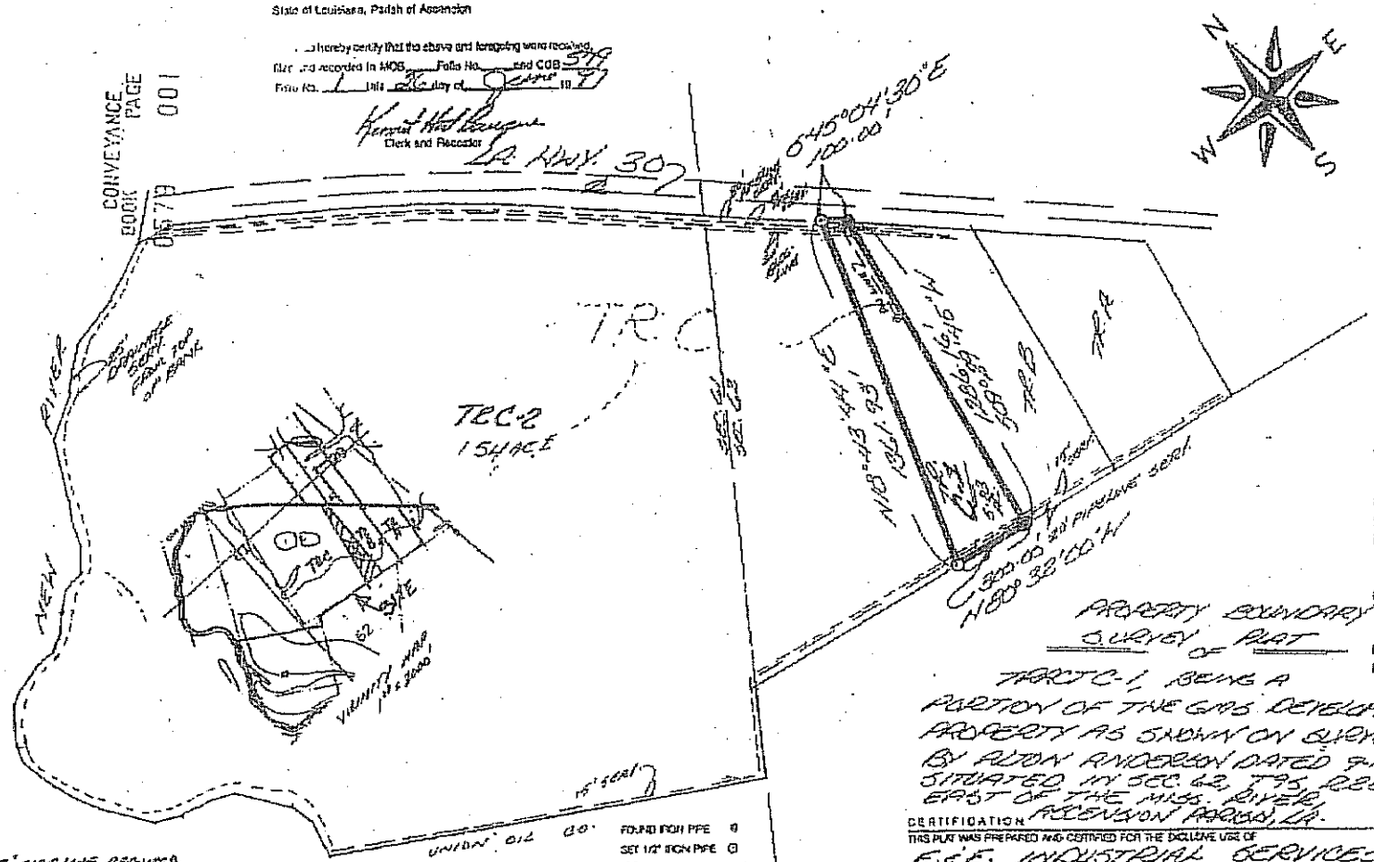
I hereby certify that the above and foregoing were received, filed and recorded in MOB ____ Folio No. ____ and COB 579 File No. ____ this 22 day of June 19 97

Kenneth Hebert
Clerk and Recorder

CONVEYANCE BOOK 579 PAGE 001

393966

#513766



NOTE: BASIS BEARING FROM A. ANDERSON SURVEY DATED 9-11-75.

DELINEATION OF JURISDICTION WETLANDS HAS NOT BEEN REQUESTED NOT IS A PART OF SURVEY

ACCORDING TO THE FED. EMERGENCY MGMT. AGENCY, FED. INSURANCE ADM. FLOOD HAZARD BOUNDARY MAP COMM. # 0 0 0 0 5 OF THE PARISH OF ASCENSION LA. THE PROPERTY LIES WITHIN FLOOD HAZARD ZONE C

FOUND IRON PIPE ●
SET 1/2" IRON PIPE ⊙
GRAND E. SURVEY
FOUND NAIL & WASHER △
SET NAIL & WASHER △

REVISIONS:

DEDICATION:
THE RIGHT OF WAY OF STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC. ALL AREAS SHOWN AS SERVITUDES ARE GRANTED TO THE PUBLIC FOR USE OF UTILITIES, DRAINAGE, SEWAGE REMOVAL, OR OTHER PROPER PURPOSE FOR THE GENERAL USE OF THE PUBLIC. NO BUILDING, STRUCTURE, OR FENCE SHALL BE CONSTRUCTED, NOR SHRUBBERY PLANTED WITHIN THE LIMITS OF ANY SERVITUDE SO AS TO PREVENT OR UNREASONABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE SERVITUDE IS GRANTED.

James D. Ashley, Jr.

THIS IS TO CERTIFY THAT THIS PLAT CONFORMS TO LA. REVISED STATUTES 33: 5051 ET SEQ AND CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.
W. J. Contreras, Jr.

THE METHOD OF SEWAGE TREATMENT & DISPOSAL AND SOURCE OF WATER SUPPLY SHALL BE APPROVED BY THE ASCENSION PARISH HEALTH UNIT.

APPROVED: [signature]
ASCENSION PARISH PLANNING COMMISSION
DATED: 6-25-97
P.C. FILE # 886

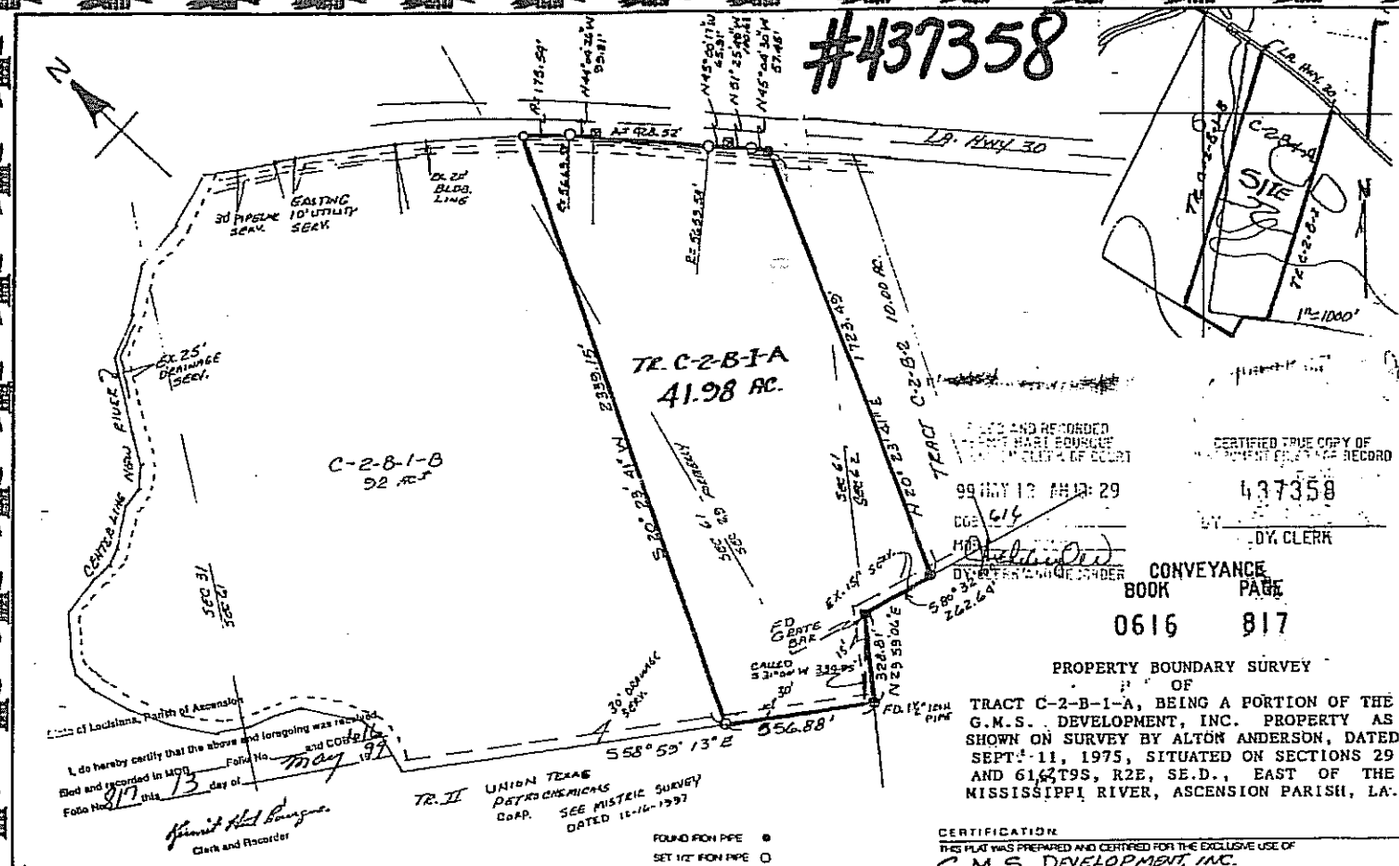
PROPERTY BOUNDARY SURVEY OF PLAT TRACT C-1, BEING A PORTION OF THE GMS DEVELOPMENT PROPERTY AS SHOWN ON SURVEY BY ALTON ANDERSON DATED 9-11-1975 SITUATED IN SEC. 42, T9S, R2E, GSD, EAST OF THE MISS. RIVER, ASCENSION PARISH, LA.

CERTIFICATION
THIS PLAT WAS PREPARED AND CERTIFIED FOR THE EXCLUSIVE USE OF
E.E.E. INDUSTRIAL SERVICES, INC.
P.O. BOX 966
GONZALES, LA. 70737
SAID CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR MAKING SAID PERSON
I CERTIFY PLAT TO BE CORRECT AND IN ACCORDANCE WITH SURVEY [illegible] GONZALES, LA.
SCALE 1" = 400'
DATE: MAY 19, 1997
0 200' 400'

W. J. Contreras, Jr.
W. J. CONTRERAS JR.
LAND SURVEYOR
FB [illegible] PG [illegible] No. 5030

STATE OF LOUISIANA
W. J. CONTRERAS, JR.
REG. No. 325
REGISTERED LAND SURVEYOR

#437358



DEDICATION:
THE RIGHT OF WAY OF STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC. ALL AREAS SHOWN AS SERVITUDES ARE GRANTED TO THE PUBLIC FOR USE OF UTILITIES, DRAINAGE, SEWAGE REMOVAL, OR OTHER PROPER PURPOSE FOR THE GENERAL USE OF THE PUBLIC. NO BUILDING, STRUCTURE, OR FENCE SHALL BE CONSTRUCTED, NOR SHRUBBERY PLANTED WITHIN THE LIMITS OF ANY SERVITUDE SO AS TO PREVENT OR UNREASONABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE SERVITUDE IS GRANTED.

THIS IS TO CERTIFY THAT THIS PLAT CONFORMS TO LA. REVISED STATUES 33: 5051 ET SEQ AND CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.
W. J. Cointment, Jr.

THE METHOD OF SEWAGE TREATMENT & DISPOSAL AND SOURCE OF WATER SUPPLY SHALL BE APPROVED BY THE ASCENSION PARISH HEALTH UNIT.

APPROVED: _____
ASCENSION PARISH PLANNING COMMISSION
DATED: 5-18-99
P.C.FILE # 1551

FILED AND RECORDED
ASCENSION PARISH, LOUISIANA
99 MAY 12 AM 11:29
CODE 614
BY _____ DY. CLERK

CERTIFIED TRUE COPY OF
437358
BY _____ DY. CLERK

CONVEYANCE
BOOK 0616 PAGE 817

PROPERTY BOUNDARY SURVEY
OF
TRACT C-2-B-1-A, BEING A PORTION OF THE G.M.S. DEVELOPMENT, INC. PROPERTY AS SHOWN ON SURVEY BY ALTON ANDERSON, DATED SEPT. 11, 1975, SITUATED ON SECTIONS 29 AND 61, 62, T9S, R2E, S.E.D., EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LA.

CERTIFICATION
THIS PLAT WAS PREPARED AND CERTIFIED FOR THE EXCLUSIVE USE OF
G.M.S. DEVELOPMENT, INC.

SAID CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.
I CERTIFY PLAN TO BE CORRECT AND IN ACCORDANCE WITH SURVEY & TITLE 46, L.R.S. GONZALES, LA.
SCALE 1" = 400'
DATE MAY 6, 1999
0 200' 400'

W. J. Cointment, Jr.
W. J. COINTMENT JR.
LAND SURVEYOR

STATE OF LOUISIANA
W. J. COINTMENT, JR.
REG. No. 325
REGISTERED LAND SURVEYOR

27 & 61 & 62

FB F PG REFF 5452 | 5511

5' SIDELINE REQUIRED
NOTE: BASE BEARING FROM A. ANDERSON SURVEY DATED 9-11-1975

DELINEATION OF JURISDICTION WETLANDS HAS NOT BEEN REQUESTED NOR IS A PART OF SURVEY.

ACCORDING TO THE FED. EMERGENCY MGMT. AGENCY, FED. INSURANCE ADM. FLOOD HAZARD BOUNDARY MAP COMM. 220013 - 0100B OF THE PARISH OF ASCENSION, LA., THIS PROPERTY LIES WITHIN FLOOD HAZARD ZONE C

FOUND IRON PIPE ●
SET 1/2" IRON PIPE ○
CLASS C SURVEY
FOUND NAIL & WASHER ▲
SET NAIL & WASHER △
DOTD RW Mon. ⊠

REVISIONS:

FILE NO. 25148 EDW. BROUSSARD TO ED. BROUSSARD,JR.
United States of America,
State of Louisiana,
Parish of Ascension,

BE IT KNOWN,that on this,the twenty-first day of March in the year one thousand nine hundred and forty seven, BEFORE ME, WALTER LEMANN, a Notary Public,duly commissioned,sworn and qualified, in and for the State and Parish foresaid,and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED: Edward Broussard,married,husband of Florence Evans, with whom he is now living of the Parish of Ascension, State of Louisiana who declare that - the owner of the following described property, to-wit:

A certain tract or plantation situated in the Parish of Ascension, State of Louisiana on the east side of the Mississippi River forming part of what is known as 'RIVERSIDE PLANTATION' beginning at a point marked "A" as shown on the accompanying map which represents a post on the east bank of New River on the north side of the road running east and west thence along NEW RIVER to a point near a bridge marked on said sketch "A" thence along a line N. 9 o E to the point on said map marked "B" rhwbce along the south side of the lot marked "2" on said map tothe point "C" thence along the line marked N 0 13 W to the point "C" which marks the contract of said line with the line of the Waterloo Plantation. Thence in a westerly direction to a point marked "F" on said map along the boundary line of the Waterloo Plantation. Thence along said boundary line to point marked "G" and thence in a westerly direction to the point of beginning at "A". The whole tract containing fourhundred and eighty and seventeen hundredths acres (480.17),all in conformity with a survey made by J W Monget Civil Engineer on November 1st 1905 which is of record in the Conveyance Office of the Parish of Ascension with the privilege of ingress over the road running through the point "A" at New River from Southwood and Riverside plantations tothe Mississippi River and in case the said plantation roads are shifted or changed this right of ingress and egress to apply to the road as it may exist Also the right of building constructing and maintaining a roailroad or tramway along the lower line of Riverside Plantation next tothe Waterloo Plantation atarting from the boundary line between the property herein sold and the Waterloo Plantation to he right of way of the Yazoo and Mississippi Railway Company and the vendor is tohave the right of ingress and egress on the established plantation roads on the Riverside and Waterloo Plantations aforesaid with all the buildings and improvements thereon and thereunto belonging. Being the same property acquired by Marie Lavigne Gondran and Marie Gondan Robelot by inheritance from the late C.D.Gondran as will be seen by reference to the judgment rendered in the matter of the Succession of C.D.Gondran duly recorded in Book of Conveyances Number 68 at page 177 and being the same property acquired by Edward Broussard from Marie Lavigne Gondran and Marie Gondran Robelot by deed dated November 12 1915 executed before B.J.Vega Notary and recorded in Conveyance Book Number 59 at page 106 of the Conveyance Records of the Parish of Ascension.

Subject to the rights of way as described and shown on the map identified with deed duly recorded in the Conveyance Records of the Parish of Ascension on January 9 1946 duly signed by Edward Broussard, Walter E.Caldwell, Grace Caldwell Hall and the Parish of Ascension in Conveyance Book 84 at page 66

Said appearer further declares that he did and does by these presents grant,bargain sell,convey, assign,set over and deliver unto

Ed Broussard, Jr.,married,husband of Jewell Webb with whom he is now living of the Parish of Ascension here present accepting and purchasing for himself, his heirs and assigns and acknowledging due delivery and possession of the above foregoing described property and hereby recognizing the vendor's lien and privilege accorded by law on the said property in favor of the vendor and the future holders of the hereinafter-describednote.

TO HAVE AND TO HOLD the said property unto the said purchaser his heirs and assigns in full property forever, free from any lien,mortgage or incumbrance whatever,with full and general warranty of title and with full subrogation to all the rights as held therein by said vendor.

This sale is made and accepted for and in consideration of the price and sum of as follows, to-wit: (25,000) twenty five thousand Dollars, payable Ten thousand (10,000) Dollars, cash in hand paid, the receipt whereof is hereby acknowledged and good acquittance and discharge given for the same;and for the balance,say Fifteen Thousand ($15,000.00) said vendee has this day made,executed,signed and indorsed in blank his certain promissory note dated this day,payable to his own order at the Donaldsonville State Bank on July 1st, 1947, and bearing interest at the rate of four per cent per annum from date until paid which note after having been paraphed "Ne Varietur" by me,Notary,for identification herewith,was delivered to the said vendor who acknowledges due delivery and receipt of the same.

In case it becomes necessary to institute legal proceedings to recover the amount of said note or any part thereof, in prindpal or interests,or to protect the interests of the holder or said note or in case the same shall be placed in the hands of an attorney for collection, compromise or other action,the said maker of the said note binding himself,his heirs and assigns to pay the fees of the attorney at law,which fees are hereby fixed at ten per cent on the amount due and sued for or claimed or sought to be potected,preserved or enforced.

Now in order to secure the full final payment of said note in principal,interest, attorney's fees and insurance premiums,taxes,and all costs and charges as hereinafter provided the said maker does specially mortgage and hypothecate the said above-described property in favor of the said mortgagee or any future holder of said note to the full amount thereof, principal,interest,attorney's fees and all costs,said mortgagor binding himself his heirs and assigns not to dispose of,sell,incumber,or alienate the above-described property to the prejudice of this act,the same so to remain mortgaged and hypothecated until the full and final payment thereof in principal,interest,attorney's fees and all costs.

The said mortgagor further confesses judgment in favor of said mortgagee or any future holder or said note who in case the same is not paid at maturity,shall have the right to proceed for the collection thereof by executory process,and said above-described property shall be sold without appraisement to the highest bidder for cash,the said mortgagor hereby waiving and renouncing all laws pertaining tothe appraisement of property and renouncing all laws regarding homestead.

The parties to this act hereby dispense with the production of the mortgage certificate and exonerate me,Notary, from all responsibility on account of the no-production of the same.

All taxes on said property have been paid,as evidenced by the tax receipts of the tax collector.

THUS DONE AND PASSED IN the Parish of Ascension State of Louisianaon the day, month and year first above written, in the presence of the two undersigned good and competent witnesses,who,together with appearers andme,Notary,have signed these presents after due reading of the whole.

$27.50 Internal Revenue Stamps affixed to act and cancelled.

mt6 d

25148
86-372

4/17/47

SGD. Walter Lemann, Notary Public (L.S.)
Recorded from the original on file this the 17th day of April, 1947.

Clerk & Recorder.

FILE NO. 25150 EXCHANGE FRANK BACALA ET AL
State of Louisiana,
Parish of Ascension.

Before me, the undersigned authority, personally came and appeared:

FRANK BACALA, of age, married, the husband of Frances Ruggerio, with whom he lives and resides, and

ROSARIO BACALA, of age, married, the husband of Frances DeLeo, with whom he lives and resides, both domiciled and residing in the Parish of Ascension, State of Louisiana, who do by these presents make an exchange of property on the expressed terms and conditions hereinafter set forth.

The said Frank Bacala does hereby transfer, set over and deliver unto Rosario Bacala, the following described property, to-wit:

"A certain lot of ground located in the City of Donaldsonville, Parish of Ascension, State of Louisiana, in that portion of said City known as Churchville, in the rear of the right of way of the Texas and Pacific Railway, and designated on the plan of said Churchville as Lot Number Fourteen (14) in Square Three (3). Together with all buildings and improvements thereon, and all servitudes, rights, ways and privileges thereto appertaining.

Being the same property acquired by Frank Bacala by act recorded in C.O.B. 62, fo. 210, Ascension Parish, Louisiana."

And for and in consideration of the above and foregoing, Rosario Bacala does by these presents transfer, set over and deliver unto Frank Bacala, the following described property, to-wit:

"A certain lot of ground situated in the Third ward of the City of Donaldsonville in the rear of the right of way of the Texas and Pacific Railway, and in that part of the City of Donaldsonville known as Churchville, and in the Square bounded by Second St., St. Patrick St. Third St. and St. Vincent St., and in the Square Numbered Three (3), said lot being designated as Lot Number Twelve (12) on a plan of said Churchville Subdivision, said lot measuring 42.9 ft. by a depth of 110 feet between parallel lines. Together with all buildings and improvements thereon, and all rights, ways, privileges and servitudes thereto appertaining.

Being the same property acquired by Rosario Bacala by act recorded C.O.B. 53, fo. 47. For further acquisition see C.O.B. 43, fo. 304."

This exchange is made and mutually accepted by the parties hereto, it being agreed and understood that the properties exchanged are equal in value, each having a value of One Thousand ($1,000.00) Dollars,

To have and to hold the said properties, the one to the other, their heirs and assigns, in full property forever, free from any lien, mortgage or incumbrance whatever, with full and general warranty of title, and with full subrogation to all the rights of warranty and all other rights as held therein by the vendor.

The said appearers agree to dispense with the certificate required by Article 3364 of the Revised Civil Code of this State, and exonerate me, said notary, from all responsibility on account of the non-production of the same.

All of the State taxes upon said property have been paid, as evidenced by the tax collector's receipt.

Thus done and passed at Donaldsonville, in the Parish of Ascension, on this 18th day of April, 1947, and in presence of George R. Blum, and Annie M. Matassa, two competent witnesses, who sign these presents with said appearers and me, said notary, after due reading.

Rosario Bacala declared unto me, said Notary, that he could not sign his name because he knew not how to read or write, whereupon, I, notary, signed his name for him, and he made his customary mark, all in the presence of the undersigned competent witnesses.

Original signed: Frank Bagala; Rosario Bagala his x mark
Witnesses: George R. Blum; Annie M. Matassa
SGD. Sidney A. Marchand, Jr., Notary Public (L.S.)
Recorded from the original on file this the 19th day of April, 1947.

Clerk & Recorder.

FILE NO. 25151 LOUISE S. VISO ET AL TO WARREN CLAVERIE
State of Texas,
County of Jefferson

BE IT KNOWN AND REMEMBERED, That we,

1. LOUISE SEVARISTE VISO, of age, widow of the late Lucien Viso, presently unmarried, domiciled in the County of Jefferson, State of Texas; and

2. CARRIE SAVARISTE, of age, a femme sole, domiciled and residing in the County of Jefferson, State of Texas;

do hereby declare that we are the owners of the following described property, to-wit:

"A certain lot of ground situated in the City of Donaldsonville, Parish of Ascension, State of Louisiana, which lot has a frontage of forty-eight (48) feet on William Street, between St. Patrick and St. Vincent streets, and known and described on a plan of the lots of the Catholic Church, which plan is recorded in the Conveyance Office of the Parish of Ascension as Lot No. Seven (7), Square "F", bounded on one side by Lot No. 6, on the other side by Lot No. 8, and in the rear by lot No. 15.

Being the same property acquired by Antonio Savariste from the Donaldsonville Land & Imp. Co., Ltd., on Feb. 4, 1901, duly recorded in COB 41, folio 636. Further being the same property acquired by vendors Louise S. Viso and Carrie Savariste, et als., from their late father and mother, Antonio Savariste and Raffaela Maurisco Savariste, and in which vendors acquired the sole ownership in Act of Sale recorded COB 78, folio 89, Conveyance Records of Ascension Parish, Louisiana."

Said appearers further declare that they did and do by these presents grant, bargain, sell, transfer, assign, convey, set over and deliver unto WARREN CLAVERIE, of age, married, husband of Leona Dennis, with whom he lives and resides, domiciled and residing in the Parish of Ascension, Louisiana, here present, accepting and purchasing the said above described property for himself, his heirs and assigns, and acknowledging due delivery and possession of all and singular the above

EDWARD BROUSSARD--- Renouncing and abandoning usufruct and passagover the Landsof Southwood Plantation -- Walter Caldwell, et al.

No. 21078

State of Louisiana
Parishof Ascension

BE IT KNOWN, that on this 13th day of December, in the year of our Lord, One Thousand Nine Hundred and Forty-Five, before me Leon Geismar a Notary Public, duly commissioned, qualified and sworn in and for the Parish of and State first above written, and in the presence of the witnsesses hereinafter named and undersigned, personally came and appeared, EDWARD BROUSSARD, a resident of the Parish of Ascension, who declared that WHEREAS, Walter E. Caldwell and Grace Caldwell Hall, Widow of the late J. V. Hall, the present owners of Southp wood Plantation have made deed to the Parish of Ascension for a Forty foot strip of land for the construction of a public road from a pointat or near his residence to connect with the present road from Geismar to Dutchtown; and Whereas, he no longer will need the usufruct or right of passage granted to him in the sale from Charles D. Gondran and Mrs. Marie Gondran, wife of Albert N. Robelat, and recorded in Conveyance Book 59 at page 106 records of the Conveyance Office of the Parish of Ascension over the lands of Southwood Plantation; therefore, he the said Edward Broussard, declared that in consideration of the said Walter E. Caldwell and Grace Ca;dwell Hall having deeded a right of way to the Parish of Ascension, as aforesaid, that he does now formally renounce and abandon his usufruct and right of passage, over the lands of Southwood Plantation in favor of the said Walter E. Valdwell and Grace Caldwell Hall, the present owners of Southwood Plamtation, their heirs and assigns.

Thus done and passed at my office in the Parish of Ascension on the day, month and year first above written, in the presence of Chas A Maurin and Cecile T. Maurin competent subscribing witnesses who have signed with the said appearer and me, Notary, after due reading of the whole.

Signed:

Edwatd Broussard

Witnesses:
Chas A. Maurin
Cecile T. Maurin

(L.S.) Leon Geismar,
Notary Public,

Recorded from the original on file this 9th day of January, 1946.

J Barman

Chief Deputy Clerk of Court & Rec.

Right of way,To Police Jury of Ascension Parish By Walter E. Caldwell, Grace Caldwell Hall and Edward Broussard.....

No. 21079

State of Louisiana
Parish of Ascension.

KNOW ALL MEN BY THESE PRESENTS; Rhat we, Walter E. Caldwell, a married man, who has been married but once and thence to Gertrude Brownell, who lives and abides with him under the regime of the community, and Grace Caldwell Hall, widow of the late J. V. Hall, both resident, of the City of Louisville, in the County of Jefferson, in the State of Kentucky, and Edward Broussard, a married man, who has been married but once and thense to Florence Evans, who lives and abides with him under the regime of the community, a resident of the Parish of Ascension, in the State of Louisiana, by these presents and for the consideration hereinafter set forth do hereby grant, bargain, sell, convey, and set over, free from all mortgages, debts, donations or encumbrances of whatsoever kind, and with full subrogation of all of their rights and actions of warranty against any and all previous owners, and with full guarantee of title unto the Parish of Ascension, a political subdvvision of the State of Louisiana, herein represented by the POLICE JURY OF THE PARISH OF ASCENSION, the legal governing authority of the Parish of Ascension, through A. C, Simoneaux, President, and who acknowledge delivery and possession thereof for the Parish of Ascension, and its legal successors, the following described property, to-wit:

1. A certain strip or parcel of land Forty Feet wide situated and being on the property of Vendors in Section 29, Township 9, S. R. 2 East, in Ascension Parish, Louisiana, and being more completely and definitely described in the Plat of Survey made by J. C. Waltes, C. E., and entitled " A map showing proposed road throught Ed Broussard and W, E. Caldwell", Etc., and being hereto attached and made a part hereof.

2. Another strip or parcel of land to connect the Rover Road No. 63 Baton Rouge to Geismar with the dipping Vat maintained on the Caldwell property known as Southwood Plantation in the Parish of Ascension, in the State of Louisiana, and being more completely shown by the plat of survey made by J. C. Waurbes, C. E., hereto attached and made a part hereof, and being marked "Mat showing proposed road on Main road of W .E. Caldwell from Highway to Dipping Vat", Etc.

The consideration and price of this sale is the sum of ONE DOLLAR, Cash in hand paid, the receipy whereof is hereby acknowledged and full acquittance and discarge granted therefor, and other valuable considerations and being in the main the construction and maintaining of proposed public roads on the said strips of land.

The contracting parties dispebse the Notaried Public authenticating their various signatures hereto from any and all liability for non-production of the certificate of mortgage and tax certificates required by Louisiana law.

WITNESS the hands of Vendors, Walter E. Caldwell and Crage Caldwell Hall at Louisville, County of Jefferson, in the State of Kentucky, on this 3rd day of December, A. D., 1945, in the presence of L. W. Fawcett and S. H. Duncan Jr. competent sbbscribing witnesses of the full age of majority.

2078

Shown as reference

84-66

1/9/46

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the presence of the other subscribing who signed in appearer's presence, each in the presence of the other, and that said signatur thereon are genuine and correct.

SIGNED: Leonard W. Harrell
Sworn to and subscribed before me this 25 day of May, 1950.
Sgd: Ada Mott, Notary Public, L.S.

Index File No. _____
Imp. Req. No. Ela, Auth. No. 4112
Right of way No. _____
Primary Line _____
or line tributary to _____(Substantion)
LRecorded from the original on file this the 6th day of June, 1950.

Henry T. Dugas
CLERK & RECORDER

FILE NO 32357 GULF STATES UTILITIEW COMPANY & SEDONIA VALLERY

AGREEMENT

STATE OF LOUISIANA
PARISH OF ASCENSION

INDEX FILE NO._____

AN AGREEMENT between the GULF STATES UTILITIES COMPANY, a Texas corporation referred to below as Company, with its principa.l Louisiana office in Baton Rouge, Louisiana, and Sedonia Vallery of Ascension Parish State of Louisiana, owner or owners, referred to below as Owner, of a tract of land in the Parish of Ascension, Louisiana, described as follows:

A certain tract of land in the 6th ward of Ascension Parish T9S, R2E, containing 5 acres more or less, bounded on the North by S. Rowland, East by E. White, South by Broussard Road, and West by D. Jackson.

For the sum of One and 00/100 Dollars, ($1.00), paid by Company to Owner, receipt of which is acknowledged, and for other valuable considerations, Owner grants to Company, its successors and assigns, a right of way for a pole line for the transmission of electricity and for telephone and telegraph use, with permission to erect, maintain, renew, add to and remove poles, cross arms, wires, anchors, guy wires, and other equipment, with the right to go on the land of Owner for such purposes, and to remove, trim and keep trimmed any trees or bushes, without further payment, so that there shall be a clearance of ten (10) feet between any part of any tree or bush and the above mentioned poles, wires or other equipment. Company shall jpay to Owner damages to fences and growing crops. The location of the electric pole line shall be as follows:

Permission is granted for electric line to run ten feet more or less north of north side of Broussard Road from grantors east property line to grantos west property line.

Dated March 13, 1950.

Witness as to Owner:
Leonard W. Harrell
R. J. Bonnette, Jr.
ORIGINAL SIGNED: Ed Broussard, Jr.

Signature of Owner:
Sedonia Vallery

Witnesses as to company:
Helen B. Rea
Norma H. Browning

GULF STATES UTILITIES COMPANY
BY: H. C. Leonard, VicePres.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally appeared Leonard W. Harrell, one of the subscribing witnesses to the foregoing agreement, who after being duly sworn, deposed and said that appearer signed the same in the presence of Sedonia Vallery, the Owner in said agreement, and in the presence of the other subscribing witneses, who signed in appearer's presence, in the presence of the other; and that said signatures thereon are genuine and correct.

Sgd: Leonard W. Harrell
Sworn to and subscribed before me this 25 day ofMay, 1950.
Sgd: Ada Mott, Notary Public, L.S.

Index File No. _____
Impr. Req. No. ELA, Auth. No. 4112
Right of way No. _____
Primary Line _____
or Line tributary to __ (Substation)
Recorded from the original on file this the 6th day of June, 1950.

Henry T. Dugas
CLERK & RECORDER

FILE NO. 32358 GULF STATES UTILITIES COMPANY & ED. BROUSSARD, JR.

AGGREEMENT

STATE OF LOUISIANA
PARISH OF ASCENSION

INDEX FILE NO._____

AN AGREEMENT between the GULF STATES UTILITIES COMPANY, a Texas corporation, referred to below as Company, with its principal Louisiana office in Baton Rouge, Louisiana, and Ed. Broussard, Jr. of Ascension,Parish, State of Louisiana, owner or owners, referred to below as Owner, of a tract of land in the Parish of Ascension, Louisiana, described as follows:

A certain tract of lnd in the 6th ward of Ascension Parish T9S, R2E, containing 480.17 acres, more or less, bounded on the north by W. E. Cladwell, East by Caldwell, and White South by A. McKowen, and west by Caldwell.

For the sum of one and 00/100 Dollars ($1.00) paid by Company to Owner, receipt of which is acknowledged, and for other valuable considerations, Owner grants to Company, its sucessors and assigns, a right of way for a pole line for the transmission of electricity and for telegraphand telephone wires, and with permission to eredt, maintain, renew add to and remove poles, cross arms, wires, anchors, guy wires, and other equipment with the right to go on the land of Owner for such purposes, and to rmove, trim and keep trimmed any trees or bushes, without further payment, so that there shall be a clearance of ten (10) feet between any part of any tree of bush and the above mentioned poles, wires or other equipment. Company shall pay to Owner damages to fences and growing crops. The location of the electric pole line shall be as follows:

Permission js granted for electric line to run along Broussard Road entering Grantors property on the eastern property line and run approx. 3/10 miles in a westerly direction, then turn and run in a northerly direction for a distance f Aprox 5/10 mi.

Dated March 13, 1950.

32358

6/6/50

91-458

Signature of Owner: Ed. Broussard, Jr.
Witnesses as to Owner: Leonard W. Harrell, R. J. Bonnette, Jr.
Witnesses as to Company: Helen B. Rea, Norma H. Browning.
Gulf States Utilities Company: By: H. C. Leonard, Vicepresident.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally appeared Leonard W. Harrell, one of the subscribing witnesses to the foregoingagreement, who after being duly sworn, deposed and said that appearer signed the same in thepresence of Ed. Broussard, Jr. the Owner in said agreement, and in the presence of the other subscribing witnesses, who signed in appearer's presence, each in thepresence of the other; and that said signatures thereon are genuine and correct.

Sgd: Leonard W. Harrell,
Sworn to and subscribed before me this 25 day of May, 1950.
Sgd: Ada Mott, Notary Public, L.S.

Index Filed No. _____
Impr. Req. No. E1A, Auth. No. 4112
Right of Way No. _____
Primary Line _____
or Line tributary to (Substation)
Recorded from the original on file thisthe 6th dayfof June, 1950.

Henry O. Dugas
CLERK & RECORDER

FILE NO. 32359 GULF STATES UTILITIES COMPANY & RICHARD WHITE ET AL

A G G R E E M E N T

STATE OF LOUISIANA
PARISH OF ASCENSION INDEX FILE NO._____

AN AGREEMENT between the Gulf States Utilities Company, a Texas Corporation, referred to below as Company, with its principal Louisiana office in Baton Rouge, and Richard White and Edner White, herein respresented by Edner White (wife) of Ascension Parish, State of Louisiana, owner or owners, referred to below as Owner, of a tract of land in the Parish of Ascension, Louisiana, described as follows:

A certain tract of land in the 6th ward of Ascension Parish, T9S, R2E, containing 1 ½ acres, more or less, bounded on the North by S. Rowland, East by E. Gaines, South by Brousard Road, and West by S. Vallery.

For the sum of One and 00/100 Dollars ($1.00) paid by Company to Owner, receipt of which is acknowledged, and for other valuable considerations, owners grants to company, its successors and assigns, a right of way for a pole line for the transmission of electricity and for telephone and telegraph use, with permission to erect, maintain, renew, add to and remove poles, cross arms, wires, anchors, guy wires, and other equipment, with the right to go on the land of Owner for such purposes, and to remove, trim and keep trimmed any trees or bushes, without further payment, so that there shall be a clearance of Ten (10) feet between any part of any tree or bush and the above mentioned poles, wires or other equipment. Company shall pay owner damages to fences and growing crops. The location of the electric pole line shall be as follows:

Permission is granted for electric line to run ten feet more or less north of north side of Broussard Road from Grantors east property line to Grantors West property line.

Dated, March 13, 1950
Witnesses asto Owner:
Leonard W. Harrell
R. J. Bonnette, Jr.
Ed Broussard, Jr.
Witnesses as to Company.
Helen B. Rea
Norma H. Browning

ORIGINAL SIGNED:
Signature of Owner:
Richard White Edna White
By Edna White
Gulf States Utilities Company
By. H. C. Leonard, Vice President.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally appeared Leonard W. Harrell, one of the subscribing witnesses to the foregoing agreement, who after being duly sworn, deposed and said that appearer signed the same in the presence of Richard White and Edna White herein represented by Edna White (wife) the Owner in said agreement, and in the presence of the other subscribing witnesses, who signed in appearer's presence, each in the presence of the other; and that said signatures thereon are genuine and correct.

Sgd: Leonard W. Harrell
Sworn to and subscribed before me this 25 day of May, 1950.
Sgd: Ada Mott, Notary Public, L.S.

Index File No. _____
Imp. Req. No. E1A, Auth. No. 4112
Right of Way No. _____
Primary Line _____
or Line tributary to (substantion)
Recorded from the original on file this the 6th day of June, 1950.

Henry O. Dugas
CLERK & RECORDER

FILE NO. 32360 GULF STATES UTILITIES COMPANY & MARCELINE LOMAS

A G R E E M E N T

STATE OF LOUISIANA
PARISH OF ASCENSION INDEX FILE NO._____

AN AGREEMENT, between the GULF STATES UTILITIES COMPANY, a texas Corporation, referred to below as Company, with its principal Louisiana office in Baton Rouge, Louisiana, and Marceline Lomas of Ascension Parish, State of Louisiana, owner or owners, referred to below as Owner, of a tract of land in the Paish of Ascension, Louisiana, described as follows:

A certain tract of land in the 9th ward of Ascension Parish containing 21 acres more or less, bounded on the north by Carona Campsites, East by land of A. Edwards, South by Port Vincent Oak Grove Hwy, and West by land of Ruby Roudie.

For the sum of One and 00/100 Dollars ($1.00) paid by Company to Owner, receipt of which is acknowledged, and for other valuable considerations, Owner grants to Company, its

STATE OF LOUISIANA, FEB 6 1956 46387

PARISH OF EAST BATON ROUGE.

BE IT KNOWN, That on this the 2nd day of February, 1956, before me, James R. Fuller, a Notary Public in and for the Parish of East Baton Rouge, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared

..... EDWARD BROUSSARD, JR., ...

of the full age of majority and a resident of Ascension Parish, Louisiana, who has been married but once and then to Mrs. Jewell Broussard, nee Webb, with whom he is presently living and residing, hereinafter sometimes designated as "Vendor", who declared that for the price and consideration and upon the terms and conditions hereinafter expressed, said Vendor has bargained and sold and does by these presents grant, bargain, sell, convey, transfer, deliver, abandon and set over under all lawful warranties and free of all mortgages, liens or other encumbrances, and with substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto

.....JOHN A. JONES, ...

of the full age of majority and a resident of Ascension Parish, Louisiana, who has been married but once and then to Mrs. Mary Virginia Jones, nee Eubanks, with whom he is presently living and residing, and

.....JESSE RICHARD JONES, ...

of the full age of majority and a resident of East Baton Rouge Parish, Louisiana, who has been married but once and then to Mrs. Eleanor Jones, nee with whom he is presently living and residing, hereinafter sometimes designated as "Purchasers", here present, accepting and purchasing for themselves, in equal proportions of an undivided one-half (1/2) interest each and acknowledging delivery and possession of the following described property, to-wit:

A certain tract or parcel of land containing 147.80 acres, more or less, located and situated in Sections 29, 31, 32

and 61, Township 9 South, Range 2 East, Southeastern District of Louisiana East of the Mississippi River in Ascension Parish, Louisiana, bounded now or formerly on the northerly side by lands of Vendor, on the easterly side by Southwood Plantation owned now or formerly by W. E. Caldwell and Mrs. Grace Hall, on the southerly side by Waterloo Plantation, owned now or formerly by Henry McKowen, on the southwest and westerly side by Southwood Plantation, owned now or formerly by W. E. Caldwell and Mrs. Grace Hall, together with all the buildings and improvements thereon and all the rights, ways, privileges, prescriptions and advantages thereunto belonging, including alluvion and batture. The said tract is more fully described as follows:

Beginning at a point in the center of New River in Section 31, T-9-S, R-2-E at point "A" as shown on said plat; thence S 59° 2' E 24.92 chains to a stake and point "B"; thence N 31° 0' E 5.075 chains to point "C" marked by an old grate bar; thence S 80° 32' E 49.50 chains to point "D" marked by a galvanized iron rod; thence N 0° 15' W 10.82 chains to a point marked by a galvanized iron rod; thence N 0° 15' W 1 chain to point "O" marked by a galvanized iron rod in center of road; thence N 74° 2' W 5.646 chains to point "N" marked by a galvanized iron pipe; thence N 76° 04' W 2.66 chains to point "M" marked by a galvanized iron pipe; thence N 78° 44' W 6.463 chains to point "L" marked by a galvanized iron pipe; thence N 77° 04' W 3.958 chains to point "K" marked by a galvanized iron pipe; thence N 76° 25' W 11.404 chains to point "J" marked by a galvanized iron rod in center of road; thence N 87° 36' W 14.933 chains to point "I" marked by a galvanized iron rod in center of road; thence N 72° 42' W 1.64 chains; thence S 68° 48' W .955 chains; thence S 48° 48' W .942 chains; thence S 59° 03' W 2.89 chains; thence N 86° 57' W .895 chains; thence N 77° 27' W 1.245 chains; thence N 71° 02' W 2.98 chains; thence N 33° 33' E 3.258 chains; thence N 20° 47' W 2.49 chains; thence N 48° 27' W 1.96 chains; thence N 22° 03' W .985 chains; thence N 45° E 6.472 chains; thence N 40° 50' E 1.045 chains; thence N 5° 0' E 1.262 chains; thence N 9° 50' E 2.645 chains; thence N 36° 50' E 1.113 chains; thence N 12° 10' W .883 chains; thence N 19° 30' W .909 chains; thence N 11° 0' E 1.065 chains; thence N 42° 20' E. .762 chains; thence N 18° 0' E .47 chains; thence N 1° 35' E .985 chains; thence N 42° 0' E .415 chains; thence N 62° 0' E .746 chains; thence N 35° 10' E .48 chains; thence N 8° 15' E 2.303 chains; thence N 18° 35' E .87 chains; thence N 12° 45' W .532 chains; thence N 72° 15' W .708 chains; thence N 39° 50' W 1.177 chains; thence N 68° 15' W .56 chains; thence S 60° 0' W .635 chains; thence S 46° 25' W .265 chains; thence N 86° 0' W 1.013 chains; thence N 34° 45' W .51 chains; thence N 55° 30' W 1.07 chains to point "H" in the center of New River; thence along the center of New River to point "A" and the point of beginning, as follows:

From Point "H" run S 38° 40' W .473 chains; thence S 53° 0' W .28 chains; thence S 62° 45' W 2.472 chains; thence S 68° 50' W 3.44 chains; thence N 79° 15' W 2.963 chains; thence S 61° 15' W .985 chains; thence S 43° 45' W 1.843 chains; thence S 60° 10' W 2.72 chains; thence S 27° 0' W 3.37 chains; thence S 31° 15' W 1.60 chains; thence S 18° 35' W 1.11 chains; thence S 37° 10' W 1.495 chains; thence S 81° 40' W 1.506 chains; thence S 53° 0' W 1.095 chains; thence S 40° 05' W 1.01 chains; thence S 64° 0' W 1.275 chains; thence S 87° 55' W 1.325 chains; thence S 76° 05' W 1.655 chains; thence S 53° 30' W .855 chains; thence S 36° 15' W 2.225 chains; thence S 14° 35' W .965 chains; thence S 15° 0' E 1.98 chains; thence S 18° 05' E 1.232 chains; thence S 45° 10' W .305 chains; thence S 32° 45' E 1.955 chains; thence S 33° 50' E

2.74 chains; thence S 64° 40' E 1.545 chains; thence S 78° 40' E 1.725 chains; thence S 63° 45' E 1.523 chains; thence S 36° 55' E 3.13 chains; thence S 9° 30' W 1.71 chains; thence S 10° 35' W 2.11 chains to point "A" which is in the center of New River in said Section 31. The said property being more fully shown on plan of survey of said property and other lands made by Durald F. Woods, Civil Engineer, on October 15, 1955, a copy of which is annexed hereto and made a part hereof and paraphed "Ne Varietur" by me, said Notary, for identification herewith.

The said property being a part of the same property acquired by Vendor from Edward Broussard as per deed dated March 21, 1947 and recorded April 17, 1947 in Conveyance Book 86 page 372 of the Conveyance Records of Ascension Parish, Louisiana.

TO HAVE AND TO HOLD said described property unto the said Purchasers, their heirs, successors and assigns, forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of Fifteen Thousand ($15,000.00) Dollars, lawful current money of the United States of America, which amount the said Purchasers have paid in ready cash, receipt of which is hereby acknowledged by the Vendor and full discharge and acquittance granted therefor.

The Purchasers herein are cognizant of and accept title to the above described lands subject to the several rights of way of public agencies and public utility companies for roadways and public utilities on, over and across said lands.

The Vendor, for and as a part of the consideration herein received, does hereby convey to the Purchasers a servitude of right of way on, over and across the road and roadway located in Section 29, Township 9 South, Range 2 East and as shown on the above described plat as running from Point "O" in a westerly direction to Point "I" and running from said point in a westerly direction and turning abruptly in a southerly direction to the lands acquired by Purchasers herein; and the said Purchasers and their agents, employees, lessees and invitees shall have ingress and egress over and across said roadway on foot or with horses, wagons, automobiles, tractors and motor vehicles or other means of transportation, whether similar to those above mentioned or not, as by him or them shall be necessary or convenient at all times and seasons. The said servitude is and shall at all times be personal to the said Purchasers and their heirs and shall not inure to the benefit of their

assigns and shall not be in the nature of a real servitude or covenant running with the land.

An abandoned well is located on the lands of Vendor in Section 29, Township 9 South, Range 2 East and immediately south of the above described road between Points "I" and "K" as shown on the aforedescribed plat; and the Vendor also, for and as a part of the consideration herein received, does hereby grant to the Purchasers herein and their agents, employees, lessees and invitees the right to use said well and waters therefrom at all convenient times and seasons. The said Purchasers shall also have the right to conduct the waters from said well by means of a pipe or pipes for all purposes and construct said pipe or pipelines from said well to the lower line of Vendor's property. It is specifically understood and agreed, however, that any use of said well and water therefrom shall be at the sole risk and expense of the Purchasers; and that the rights hereby acquired by Purchasers are personal to them and their heirs but shall not inure to their assigns and shall not be in the nature of a covenant running with the land.

The Purchasers, for and as a part of the consideration of this deed and agreement, hereby grant unto Vendor and his son, Jim Broussard, or either of them, the refusal or option to purchase the lands hereby acquired within ten (10) years from the date hereof, upon the following terms and conditions: If the Purchasers or their heirs shall at any time within ten (10) years from date hereof receive a bona fide offer to purchase all or any part or parts of said property and shall desire to accept the same, then and in that event Purchasers or their heirs shall transmit said offer in writing to Vendor and his son, Jim Broussard, at their last known address, and both or either of them shall have thirty (30) days within which to purchase said property or any portion or portions of same for the price and on the same terms and conditions that such third person had offered to purchase said property or portion or portions of same from Purchasers. In the event Vendor and/or his son, Jim Broussard, shall not purchase said property within said thirty-day period, this right of refusal shall terminate and Purchasers

or their heirs shall then be at liberty to sell said property to said third person free and clear of this right of refusal. The rights hereby acquired by Vendor and his son, Jim Broussard, are personal to them and are not heritable; and said rights shall in nowise limit, restrict or interfere in any manner with Purchasers' right to lease, encumber and otherwise use said property during said period. It is the intent of the parties that in the event the said Vendor and/or his son, Jim Broussard, should purchase said property or portion or portions of same, he or they will acquire same subject to any and all leases, servitudes or other encumbrances that may then affect said lands.

All taxes, liens and assessments due on the above described property for the past three years, including the year 1955, have been paid, as appears from the tax certificates hereto annexed. Taxes, liens and assessments for the year 1956 shall be paid by the Purchasers.

All the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the successors, heirs and assigns of the respective parties hereto.

All parties to this act waive the production of the certificate of mortgages required by Article 3364 of the Revised Civil Code of the State of Louisiana and release and exonerate me, said Notary, from all liability on account of the non-production of the same.

The United States Internal Revenue stamps amounting to $16.50 as required by law have been affixed hereto and duly canceled.

THUS DONE, READ AND PASSED at my office in the City of Baton Rouge, parish and state aforesaid, in the presence of Dorothy M. Meredith and Louise C. Whitman competent witnesses, who have hereunto signed their names with the parties

and me, said Notary, on the day, month and year first above written.

WITNESSES:

Dorothy M. Meredith

Louise E. Whitman

Edward Broussard, Jr.

John A. Jones

Jesse Richard Jones

James R. Fuller

Notary Public, East Baton Rouge
Parish, Louisiana

Can may be assigned

Recorded from the original on file on this the 6th day of February, 1956.

ANDREW J. FALCONER
CLERK AND RECORDER

AFFIDAVIT

55631

STATE OF LOUISIANA

PARISH OF ASCENSION JUL 5 1958

TO WHOM IT MAY CONCERN:

I hereby certify that a certain map made by Durald F. Woods on October 15, 1955, a copy of which is annexed to an Act of Sale recorded as File No. 46387 of the official records of the Parish of Ascension, State of Louisiana, is erroneous and inaccurate as to the designation of the amount of acreage of my property situated in Ascension Parish in Sections 29, 31, 32 and 61, Township 9 South, Range 3 East; that said map recites my acreage to be Four Hundred Fifty-nine and 60/100 (459.60) acres, whereas the true acreage of said property pursuant to survey made by J. W. Monget, C. E., on November 1, 1905 and recorded in C. O. B. 47, Folio 498 is Four Hundred Eighty and 17/100 (480.17) acres, the said Monget survey and acreage to be considered controlling for reference purposes regarding my ownership of said property; that I neither acknowledge nor recognize the said Woods survey as descriptive of my acreage.

Nothing in this affidavit is to be construed as affecting my sale of One Hundred Forty-seven and 80/100 (147.80) acres of the above described property to John A. Jones and Jesse Richard Jones by Act of Sale recorded in C. O. B. 112, Folio 18, to which Act of Sale the said Durald F. Woods map is attached.

WITNESSES:

Edward Broussard, Jr.

Sworn to and subscribed before me on this
3rd day of July, 1958.

Notary Public

RECORDED FROM THE ORIGINAL ON FILE ON THIS THE 5TH DAY OF JULY, 1958.

ANDREW J. FALCON
CLERK & RECORDER

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Producers 88 — Revised

APR 9 1956

Louisiana Standard Form (5-55) 5M

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made this 1st day of February, 19 56, between EDWARD BROUSSARD, JR., married to and living with Jewell Webb

Lessor (whether one or more) whose address is Geismar, Louisiana and Wiley H. Sharp, Lessee, whose address is Hammond, Louisiana.

WITNESSETH:

1. Lessor in consideration of Sixteen Hundred Sixty One and 85/100--- Dollars ($ 1661.85) in hand paid, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee, for the purpose of testing by any method for formations or structures and prospecting and drilling for, mining, and producing oil, gas, distillate, sulphur and other minerals, injecting salt water, other fluids, and gas, into subsurface strata, storing minerals and fluids, laying pipe lines, dredging canals, building roads, bridges, docks, tanks, powers, stations, telephone and electric transmission lines, and other structures and facilities including houses for employees, necessary for producing, saving, caring for, treating, processing, and transporting minerals and conducting said operations, the following described land in Ascension Parish, Louisiana, to-wit:

Township 9 South - Range 2 East

A certain tract of land containing 332.37 acres, as per survey made by Durald F. Woods, C. E., dated October 15, 1955, and said 332.37 acres being more fully described as follows: Beginning at a point marked "A", which point is where New River intersects the road running East and West, thence following the meanderings
t. p. of New River downstream to a point marked "H" on the said map, which point is where an old irregular ditch intersects New River, the Place of Beginning; thence continue the meanderings of New River
t. p. downstream to a point marked "G" on said map, which point is where New River intersects the West section line of Section 21; thence S 9 deg. W 72.306 chs. to a point marked "F" on said map, which point is the SW corner of Section 28 extended; thence S 81 deg. E 8.795 chs. to a point marked "E"; thence S 0 deg. 15 min. E 30.286 chs. to a point marked "O", which point is the intersection of a road; thence N 74 deg. 2 min. W 5.646 chs. to point marked "N" thence N 76 deg. 4 min. W 2.66 chs. to a point marked "M"; thence N 78 deg. 44 min. W 6.463 chs. to the point marked "L"; thence N 77 deg. 4 min. W 3.958 chs. to a point marked "K"; thence N 76 deg. 25 min. W 11.404 chs. to a point marked "J"; thence N 87 deg. 36 min. W 14.933 chs. to point marked "I"; thence following the meanderings of old ditch in a northwesterly direction to where same intersects New River at point "E" heretofore mentioned. The above land being in Sections 29, 31, 61, 62 and 63.

Notwithstanding any provisions herein contained, to the contrary, in the event rentals are paid in accordance with provisions of Paragraph No. 4, not less than $1661.85 will be paid, subject to the provisions of Paragraph No. 12.

SIGNED FOR IDENTIFICATION:

See Rider Attached

together with all land or interests therein owned by Lessor adjoining or contiguous to the land above described, whether in the same or different townships or subdivisions thereof. For determining the amount of any rental payment hereunder the leased premises shall be treated as comprising 33.37 acres, whether there be more or less. The word "mineral" as used in this lease includes oil, gas, distillate, sulphur and any other mineral, whether similar or dissimilar, unless the context clearly requires a different meaning.

2. Subject to the other provisions herein contained, this lease shall be for a term of ~~Ten (10)~~ Five (5) years from this date (called "primary term"), and as long thereafter as either (1) drilling or reworking operations, as herein provided, are conducted on said land or on other lands with which said land (or any portion thereof) is unitized hereunder, or (2) oil, gas or other mineral is produced from said land or other lands with which said land (or any portion thereof) is unitized hereunder, or (3) this lease is continued in force under the provisions of a subsequent paragraph hereof.

3. The royalties reserved by Lessor, and which shall be paid by Lessee, are, (a) on oil (including but not limited to distillate and condensate) one-eighth (1/8th) of that produced and saved from the leased premises, the same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected; provided, however, Lessee may from time to time purchase such royalty oil, paying therefor the current market price at the wells in the field or area for oil (crude) having the same or nearest to the same gravity; (b) on gas (including casinghead gas and other vapors) produced from said land and sold or used off the leased premises or in the manufacture of gasoline or other product, the current market price at the wells of one-eighth (1/8th) of the gas so sold or used; (c) on sulphur mined and marketed, One Dollar ($1.00) per long ton (2240 lbs.); (d) on all other minerals mined and marketed, one-tenth (1/10th) of the current market price at the wells or mine. If at any time, and from time to time, either during or after the primary term, this lease is not being continued in force by production or operations, and there is a well or wells capable of producing gas on said leased premises, or on acreage unitized therewith, but which Lessee is unable to produce, or which although previously produced Lessee is unable to continue to produce, because of the lack of a market reasonably commensurate with current market values, or lack of marketing facilities, Lessee shall pay or tender as rental (regardless of the number of shut-in wells) to the parties entitled to rentals under this lease, or to their credit in the depository for rentals provided for hereunder, on or before the expiration of ninety (90) days from the date this lease ceases to be continued in force by production or operations, a sum equal to 1/12th the amount of annual rental provided for in Paragraph 4 hereof on the number of acres then covered by this lease, herein called shut-in gas rental, which payment will continue this lease in full force and effect for a period of one (1) month from the expiration of said ninety (90) day period, and during such month Lessee shall be relieved of all drilling and other obligations, either express or implied; upon like payments or tenders monthly, on or before the expiration of the last preceding month for which such payment or tender has been made, this lease shall be continued in force and effect for successive periods of one (1) month each as long as such payments are made, provided, that this lease shall not be continued in force after the expiration of the primary term by such payments or tenders and without drilling operations or production of oil, gas or some other mineral for any period of more than five (5) consecutive years; Lessee may, at its option, pay as many as twelve (12) such monthly rentals at any one time. All the provisions of Paragraph 4 hereof relative to the depository for and the payment or tender of rentals shall apply with equal force to shut-in gas rental. Lessee shall have free use of oil, distillate, condensate, gas and water from the leased premises, except water from Lessor's wells and tanks, for all operations hereunder. Lessor shall have the privilege at his risk and expense of using gas from any well, producing gas only, on the leased premises for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

4. If drilling operations or mining operations are not commenced on the leased premises on or before one year from this date, this lease shall then terminate as to both parties unless Lessee on or before the expiration of said period shall pay or tender to Lessor, or to the credit of Lessor in Fidelity National Bank Bank at Baton Rouge, Louisiana or any successor bank, the sum of Sixteen Hundred Sixty One and 85/100--- Dollars ($ 1661.85) herein called "rental", which shall extend for ~~six~~ months the time within which drilling operations or mining operations may be commenced. Thereafter, annually, in like manner and upon like payments or tenders the commencement of drilling operations or mining operations may be further deferred for periods of ~~six~~ months each during the primary term. Payment or tender of rental may be made by check or draft of Lessee delivered or mailed to the authorized depository bank or to Lessor (at address last known to Lessee) on or before such date for payment, and the payment or tender will be deemed made when the check or draft is so delivered or mailed. If said named or successor bank (or any other bank which may, as hereinafter provided have been designated as depository) should fail or liquidate or for any reason refuse or fail to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty days after Lessor shall deliver to Lessee a proper recordable instrument naming another bank to receive such payments or tenders. The above named or successor bank or any other bank which may be designated as depository shall be Lessor's agent. Wherever used in this lease, drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

5. If during the primary term and before there has been a discovery of any mineral on the leased premises Lessee should drill a dry hole thereon, this lease shall not be terminated thereby if Lessee commences further drilling operations, or mining operations, or commences or resumes the payment or tender of rentals on or before the rental paying date, if any, next ensuing after thirty days following completion of the dry hole or, if there be no such rental paying date, commences further drilling operations, or mining operations, before the expiration of the primary term. If after the discovery of any mineral the production thereof and also of the other discovered mineral or minerals, if any, should cease from any cause this lease shall not be terminated thereby if within sixty days thereafter production of any mineral or minerals is restored or Lessee commences drilling operations, reworking operations, or mining operations, or, if it be within the primary term Lessee commences drilling operations, reworking operations or mining operations or commences or resumes the payment or tender of rentals on or before the rental paying date, if any, next ensuing after thirty days following such cessation of production, or if there be no such rental paying date, commences further drilling operations, or mining operations, before the expiration of the primary term. If at any time within sixty (60) days prior to the expiration of the primary term, Lessee shall complete a dry hole or production should cease from any cause, this lease shall continue in force and effect sixty (60) days from the date of such completion or cessation of production. If at the expiration of the primary term or at the expiration of the 60 day period provided for in the preceding sentence no mineral is being produced on the leased premises but Lessee is then engaged in drilling operations, reworking operations, or mining operations thereon, this lease shall remain in force so long as drilling operations, reworking operations, or mining operations (whether on the same well or mine or on different wells or mines successively) are continuously prosecuted and, if they result in the production of a mineral, so long thereafter as any mineral is produced hereunder from the leased premises. Such operations, after the expiration of the primary term, shall be deemed to be continuously prosecuted if not more than sixty days shall elapse between the completion of drilling operations, reworking operations, or mining operations, on one well or mine and the commencement of drilling operations, reworking operations, or mining operations on another well or mine.

6. Lessee shall have the right at any time until one year after the expiration of this lease to remove all fixtures and other property placed by Lessee on the leased premises, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth in cultivated land. Lessee shall pay Lessor for damages to Lessor's growing crops caused by Lessee's operations. Any structures and facilities placed on the leased premises by Lessee for operations thereon and any well or wells on the leased premises drilled or used for the injection of salt water, other fluids, or gas, may also be used for Lessee's operations on other lands in the field.

7. Lessee is hereby granted the optional right, at any time, and from time to time, either before or after production is obtained, to form or to reform a unit or units covering the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, to prevent waste, to avoid the drilling of unnecessary wells, or to comply with the spacing or unitization order of any regulatory body of the state or the United States having jurisdiction. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas, with or without distillate, more than 640 acres plus a tolerance of 10% thereof in either case; provided that if any governmental regulation shall prescribe or permit a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written declarations in the parish in which the leased premises are located in order to form, to reform or to dissolve a unit or units. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any rentals only that part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated in paragraph 3, as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis, bears to the total acreage in the unit. Any unit established hereunder may be dissolved by Lessee at any time after the completion of a dry hole or the cessation of any operations and production on said unit.

8. The rights of either party hereunder may be assigned or subleased in whole or in part and the provisions hereof shall extend to their heirs, successors, sublessees, and assigns. However, no change or division in ownership of the lands, rentals, or royalties, shall enlarge the obligations or diminish the rights of Lessee. No change or division in such ownership shall be binding on Lessee until thirty days after the then record owner of said lease shall have been furnished by registered mail with the original or a certified copy of the recorded instrument or instruments evidencing same.

The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. In the event of assignment or sublease hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof or of an interest therein who commits such breach. In the event of the death of any person entitled to rentals hereunder Lessee may pay or tender such rentals to the authorized depository bank to the credit of the estate of the deceased until such time as Lessee is furnished proper evidence of the appointment and qualifications of an executor or administrator of the estate or, if there be none, then until Lessee is furnished evidence satisfactory to it as to the heirs or devisees of the deceased. In event of assignment or sublease of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners (including sublessees) ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners (including sublessees).

9. Lessee may at any time, and from time to time, execute and deliver to Lessor or place of record a release covering all or any portion of the leased premises, and thereupon shall be relieved of all obligations as to the acreage surrendered. After a release of this lease as to only part of the acreage, the rentals payable hereunder (including shut-in rentals) shall be reduced in the proportion that the acreage covered hereby is reduced by each such release.

10. In the event Lessor considers that Lessee has failed to comply with any obligation hereunder, express or implied, Lessor shall notify Lessee in writing specifying in what respects Lessor claims Lessee has breached this lease. The service of such notice and the lapse of sixty days without Lessee's meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause. If within sixty days after receipt of such notice Lessee shall meet or commence to meet the breaches alleged by Lessor, Lessee shall not be deemed in default hereunder. In case of termination, forfeiture, or cancellation of this lease for any cause, Lessee shall be entitled to retain hereunder any well or mine, together with all acreage allocated thereto under a well spacing program based upon the maximum area such well or mine may be expected to drain.

11. When drilling, production, or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation or lack of market for the minerals produced, or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee and this lease shall continue in force during such delay or interruption and ninety days thereafter and Lessee shall not be liable in damages for failure to comply therewith, anything in this lease to the contrary notwithstanding.

12. Lessor hereby warrants and agrees to defend the title to said land. If Lessor owns less interest than the entire fee or mineral estate (even though this lease purports to cover only such lesser interest) the rentals (including shut-in rentals), royalties and other payments to be paid Lessor shall be reduced proportionately. Lessee at its option may discharge any tax, mortgage, or other lien upon said land either in whole or in part, and thereby be subrogated to such lien with the right to enforce same and apply rentals and royalties toward satisfying same.

13. Should any one or more of the parties above named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Edward Broussard, Jr.

Lessor

Lessee

ACKNOWLEDGMENT

STATE OF Louisiana
Parish OF Tangipahoa

On this the ____ day of February, 1956, before me personally appeared Edward Broussard, Jr., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed it as his own free act and deed.

WITNESS my hand and official seal this the 5th day of February, 1956.

Notary Public in and for the
Parish of Tangipahoa
State of Louisiana

PROOF OF EXECUTION BY ATTESTING WITNESS.

STATE
PARIS

DOCUMENTARY 2 UNITED STATES INTERNAL REVENUE 2 TWO DOLLARS 2

DOCUMENTARY 10 CENTS 10

DOCUMENTARY 10 CENTS 10

undersigned authority, this day personally appeared _____, to me
person is subscribed to the foregoing instrument as an attesting witness, who, being first duly sworn,
depose to the foregoing lease at the time of the execution thereof as an attesting witness and that
the said lessor(s) named in said
lease ed the same, and saw _____ sign the same as _____ voluntary act and deed.
Sworn _____, 19____.

Notary Public in and for the
Parish of
STATE OF LOUISIANA

Attesting Witness

Lease No.

Oil and Mineral Lease

LESSOR
TO

LESSEE

STATE OF LOUISIANA } ss.:

Ex Officio Recorder of said Parish, certify that the foregoing instrument, with its certificate of authority, was filed for record in my office day of _____, 19____, at _____ o'clock ____ M., and was duly recorded in the Conveyance Records of said Parish, Volume ____ on pages _____, _____, _____, _____.

Witness my hand and seal of office on the day and year last above written.

_____, Clerk
_____, Recorder
Parish of _____, State of Louisiana.

_____, Deputy.

Recorded from the original on file on this the 9th day of April, 1956 22

ANDREW J. FALCON
CLERK & RECORDER

AMENDMENT TO:
LEASE NO. 173300

AUG 27 1956

STATE OF LOUISIANA)
)
PARISH OF ASCENSION)

KNOW ALL MEN BY THESE PRESENTS: THAT ON THIS THE 26th DAY OF June, 1956, WE, EDWARD BROUSSARD, JR., MARRIED BUT ONCE AND THEN TO JEWELL WEBB WITH WHOM HE IS PRESENTLY LIVING, HEREINAFTER REFERRED TO AS LESSOR (WHETHER ONE OR MORE), AND THE TEXAS COMPANY, A DELAWARE CORPORATION, HEREINAFTER REFERRED TO AS LESSEE, DO MAKE AND ENTER INTO THE FOLLOWING AGREEMENT:

WHEREAS, ON THE 1ST DAY OF FEBRUARY, 1956, EDWARD BROUSSARD, JR., OF LAWFUL AGE, MARRIED BUT ONCE AND THEN TO JEWELL WEBB WITH WHOM HE IS LIVING IN LAWFUL WEDLOCK IN ASCENSION PARISH, LOUISIANA, EXECUTED AND DELIVERED UNTO WILEY H. SHARP AN OIL, GAS AND MINERAL LEASE COVERING 332.37 ACRES OF LAND, MORE OR LESS, SITUATED IN THE PARISH OF ASCENSION, STATE OF LOUISIANA, MORE PARTICULARLY DESCRIBED IN SAID LEASE, WHICH IS RECORDED IN MINERAL CONVEYANCE BOOK _____, AT PAGE _____ OF THE RECORDS OF SAID PARISH AND STATE, AND WHICH LEASE IS MADE A PART HEREOF BY REFERENCE; AND

WHEREAS, BY INSTRUMENT DATED FEBRUARY 6, 1956, RECORDED IN MINERAL CONVEYANCE BOOK _____, AT PAGE _____ OF THE RECORDS OF ASCENSION PARISH, LOUISIANA, WILEY H. SHARP SOLD, TRANSFERRED AND ASSIGNED UNTO THE TEXAS COMPANY THE HEREINABOVE DESCRIBED OIL, GAS AND MINERAL LEASE; AND

WHEREAS, IT IS THE DESIRE OF THE PARTIES HERETO THAT THE SAID OIL, GAS AND MINERAL LEASE BE REFORMED, SUPPLEMENTED AND AMENDED AS HEREINAFTER PROVIDED;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE CONSIDERATION PAID FOR THE HEREINABOVE DESCRIBED LEASE, AND THE FURTHER CONSIDERATION OF THE SUM OF One and 00/100 - - - - - - - - - - - - - DOLLARS, ($ 1.00) CASH, AND OTHER GOOD AND VALUABLE CONSIDERATIONS PAID BY THE TEXAS COMPANY THE RECEIPT AND ADEQUACY OF ALL OF WHICH IS HEREBY ACKNOWLEDGED AND FULL ACQUITTANCE GRANTED THEREFOR, IT IS HEREBY AGREED THAT SAID LEASE, DATED THE 1ST DAY OF FEBRUARY, 1956, HEREINABOVE REFERRED TO AND DESCRIBED, SHALL BE AND THE SAME IS HEREBY REFORMED, AMENDED AND SUPPLEMENTED SO THAT PARAGRAPH ONE (1) THEREOF SHALL READ IN THE FOLLOWING WORDS AND FIGURES, TO-WIT:

49064

677-54

8/27/56

"1. LESSOR IN CONSIDERATION OF SIXTEEN HUNDRED SIXTY ONE AND 85/100 DOLLARS ($1661.85) IN HAND PAID, AND OF THE AGREEMENTS OF LESSEE HEREIN CONTAINED, HEREBY GRANTS, LEASES AND LETS EXCLUSIVELY UNTO LESSEE, FOR THE PURPOSE OF TESTING BY ANY METHOD FOR FORMATIONS OR STRUCTURES AND PROSPECTING AND DRILLING FOR, MINING, AND PRODUCING OIL, GAS, DISTILLATE, SULPHUR AND OTHER MINERALS, INJECTING SALT WATER, OTHER FLUIDS, AND GAS, INTO SUBSURFACE STRATA, STORING MINERALS AND FLUIDS, LAYING PIPE LINES, DREDGING CANALS, BUILDING ROADS, BRIDGES, DOCKS, TANKS, POWERS, STATIONS, TELEPHONE AND ELECTRIC TRANSMISSION LINES, AND OTHER STRUCTURES AND FACILITIES INCLUDING HOUSES FOR EMPLOYEES, NECESSARY FOR PRODUCING, SAVING, CARING FOR, TREATING, PROCESSING, AND TRANSPORTING MINERALS AND CONDUCTING SAID OPERATIONS, THE FOLLOWING DESCRIBED LAND IN ASCENSION PARISH, LOUISIANA, TO-WIT:

TOWNSHIP NINE SOUTH - RANGE TWO EAST

A CERTAIN TRACT OF LAND CONTAINING 332.37 ACRES, AS PER SURVEY MADE BY DURALD F. WOODS, C. E., DATED OCTOBER 15, 1955, AND SAID 332.37 ACRES BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT MARKED "A", WHICH POINT IS WHERE NEW RIVER INTERSECTS THE ROAD RUNNING EAST AND WEST, THENCE FOLLOWING THE MEANDERINGS OF NEW RIVER UPSTREAM TO A POINT MARKED "H" ON THE SAID MAP, WHICH POINT IS WHERE AN OLD IRREGULAR DITCH INTERSECTS NEW RIVER, THE PLACE OF BEGINNING; THENCE CONTINUE THE MEANDERINGS OF NEW RIVER UPSTREAM TO A POINT MARKED "G" ON SAID MAP, WHICH POINT IS WHERE NEW RIVER INTERSECTS THE WEST SECTION LINE OF SECTION 21; THENCE S 9 DEG. W 36.153 CHS. TO A POINT MARKED "F" ON SAID MAP, WHICH POINT IS THE SW CORNER OF SECTION 28 EXTENDED; THENCE S 81 DEG. E 8.795 CHS. TO A POINT MARKED "E"; THENCE S 0 DEG. 15 MIN. E 30.286 CHS. TO A POINT MARKED "O" WHICH POINT IS THE INTERSECTION OF A ROAD; THENCE N 74 DEG. 2 MIN. W. 5.646 TO POINT MARKED "N"; THENCE N 76 DEG. 4 MIN W 2.66 CHS. TO A POINT MARKED "L"; THENCE N 78 DEG. 44 MIN. W 6.463 CHS. TO THE POINT MARKED "L"; THENCE N 77 DEG. 4 MIN. W 3.958 CHS. TO A POINT MARKED "K"; THENCE N 76 DEG. 25 MIN. W 11.404 CHS. TO A POINT MARKED "J"; THENCE N 87 DEG. 36 MIN. W 14.933 CHS. TO POINT MARKED "I"; THENCE FOLLOWING THE MEANDERINGS OF OLD DITCH IN A NORTHWESTERLY DIRECTION TO WHERE SAME INTERSECTS NEW RIVER AT POINT "H" HERETOFORE MENTIONED. THE ABOVE LAND BEING IN SEC. 29, 31, 61, 62, AND 63.

NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED, TO THE CONTRARY, IN THE EVENT RENTALS ARE PAID IN ACCORDANCE WITH PROVISIONS OF PARAGRAPH NO. 4, NOT LESS THAN $1661.85 WILL BE PAID, SUBJECT TO THE PROVISIONS OF PARAGRAPH NO. 12.

TOGETHER WITH ALL LAND OR INTERESTS THEREIN OWNED BY LESSOR ADJOINING OR CONTIGUOUS TO THE LAND ABOVE DESCRIBED, WHETHER IN THE SAME OR DIFFERENT TOWNSHIPS OR SUBDIVISIONS THEREOF. FOR DETERMINING THE AMOUNT OF ANY RENTAL PAYMENT HEREUNDER THE LEASED PREMISES SHALL BE TREATED AS COMPRISING 332.37 ACRES, WHETHER THERE BE MORE OR LESS. THE WORD "MINERAL" AS USED IN THIS LEASE INCLUDES OIL, GAS, DISTILLATE, SULPHUR AND ANY OTHER MINERAL, WHETHER SIMILAR OR DISSIMILAR, UNLESS THE CONTEXT CLEARLY REQUIRES A DIFFERENT MEANING."

IN ORDER TO FURTHER CARRY OUT AND EFFECTUATE THE PURPOSES AND INTENTS OF THE PARTIES HERETO, LESSOR DOES HEREBY LEASE, LET AND GRANT UNTO LESSEE ALL OF HIS INTERESTS IN AND TO THE LEASED PREMISES UPON THE SAME TERMS AND CONDITIONS AND TO BE GOVERNED BY THE HEREINABOVE DESCRIBED OIL, GAS AND MINERAL LEASE AND ANY AND ALL AMENDMENTS THERETO.

THAT SAID LEASE, AS HEREINABOVE AMENDED, IS HEREBY RATIFIED, CONFIRMED AND READOPTED BY THE PARTIES HERETO, IN EVERY RESPECT AS WRITTEN AND ACKNOWLEDGED TO BE A VALID, SUBSISTING LEASE AND IN FULL FORCE AND EFFECT.

THIS AGREEMENT MAY BE EXECUTED IN AS MANY COUNTERPARTS AS MAY BE DEEMED NECESSARY AND PROPER. IF EXECUTED EACH COUNTERPART SHALL HAVE THE SAME EFFECT AS IF ALL PARTIES HAD EXECUTED THE SAME DOCUMENT. SHOULD ANY ONE OR MORE OF THE PARTIES HEREIN NAMED AS LESSEE FAIL TO EXECUTE THIS INSTRUMENT, IT SHALL NEVERTHELESS BE BINDING UPON ALL THE PARTIES HAVING EXECUTED IT AS LESSEE. THE GRANTEE NAMED IN THIS INSTRUMENT, SHALL BE THE PARTY OR PARTIES AUTHORIZED TO DRILL THE WELL REQUIRED BY THE GRANTOR IN THE GRANTING PARAGRAPH HEREOF, AND SHALL BE FULLY JOINTLY, SEVERALLY AND INDIVIDUALLY.

IN WITNESS WHEREOF, THIS INSTRUMENT IS SIGNED, ACCEPTED AND DELIVERED ON THE DATE FIRST ABOVE WRITTEN.

WITNESSES:

THE TEXAS COMPANY

BY

ATTORNEY IN FACT

CALDWELL

LOUISIANA CORPORATE ACKNOWLEDGMENT
FOR THE TEXAS COMPANY

STATE OF LOUISIANA)
)
PARISH OF ORLEANS)

BE IT KNOWN, That on this 9th day of August 19__, before me, the undersigned authority, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared W. Caldwell, Attorney in Fact of The Texas Company, to me well known, and known to be such Attorney in Fact of The Texas Company, and executed the foregoing instrument, and thereupon the said W. Caldwell, as such Attorney in

KNOW ALL MEN BY THESE PRESENTS:

53413 - DEC-3 -1957

That EDWARD BROUSSARD, JR., a resident of lawful age of the Parish of Ascension, State of Louisiana, married but once and then to Jewell Webb, with whom he is now living, and the said MRS. JEWELL WEBB BROUSSARD, born Webb, married to Edward Broussard, Jr., a resident of lawful age of the Parish of Ascension, Louisiana, hereinafter referred to as "First Party," and FRANK WALLACE MOSELEY, JR., a resident of lawful age of Dallas County, State of Alabama, married but once and then to Alice Dunbar, with whom he is now living, and the said MRS. ALICE DUNBAR MOSELEY, born Dunbar, married to Frank Wallace Moseley, Jr., a resident of lawful age of Dallas County, Alabama, hereinafter referred to as "Second Party," do hereby declare that:

WHEREAS, First Party is the owner of the following described property situated in Ascension Parish, State of Louisiana:

A certain plantation situated in the Parish of Ascension, State of Louisiana, on the east bank of the Mississippi River, forming a part of what was formerly sometimes known as "Riverside Plantation" containing 332.37 acres, more or less, together with all buildings and improvements thereon, other than those that are to be reserved by First Party that are more fully hereinafter described, and all the rights, ways, privileges, prescriptions, advantages, and all riparian rights, accretions, batture and batture rights thereunto belonging or in anywise appertaining, and being bounded now or formerly on the northerly and westerly sides by the thread or center line of New River; lands of W. E. Caldwell et al, on the easterly side by Southwood Plantation, lands of W. E. Caldwell et al, on the southerly side by lands of John A. Jones et al. The said tract is more fully shown on plat of survey of said tract made by Durald F. Woods, C. E., dated October 15, 1955, and more particularly described as follows:

Beginning at a point marked "A", which point is where New River intersects the road running East and West, thence following the meanderings of New River downstream to a point marked "H" on said map, which point is where an old irregular ditch intersects New River, the place of beginning; thence continue the meanderings of New River downstream to a point marked "G" on said map, which point is where New River intersects the West section line of Section 21; thence S. 9 deg. W. 72.306 chs. to a point marked "F" on said map, which point is the SW corner of Section 28 extended; thence S. 81 deg. E. 8.795 chs. to a point marked "E"; thence S. 0 deg. 15 min. E. 30.286 chs. to a point marked "O", which point is the intersection of a road; thence N. 74 deg. 2 min. W. 5.646 chs. to point marked "N"; thence N. 76 deg. 4 min. W. 2.66 chs. to a point marked "M"; thence N. 78 deg. 44 min. W. 6.463 chs. to the point marked "L"; thence N. 77 deg. 4 min. W. 3.958 chs. to a point marked "K"; thence N. 76 deg. 25 min. W. 11.404 chs. to a point marked "J"; thence N. 87 deg. 36 min. W. 14.933 chs. to point marked "I"; thence following the meanderings of old ditch in a northwesterly direction to where same intersects New River at point "H" heretofore mentioned, the above land being in Sections 29, 31, 61, 62 and 63.

#53413

129-253 12-3-57

The said property being the same property acquired by Edward Broussard, Jr. from Edward Broussard, as per deed dated March 21, 1947 and recorded April 17, 1947 in Conveyance Book 86, page 372, less and except the lands sold by Edward Broussard, Jr. to John A. Jones et al as per deed dated February 2, 1956 and recorded February 6, 1956 in Conveyance Book 112, page _____, Original Instrument No. 46387, of the Conveyance Records of Ascension Parish, Louisiana.

The said property is subject to the following, which Second Party hereby agrees shall not constitute valid objections to the above described property:

a. All rights that the State of Louisiana or its vendees or assignees have or may have in and to all that part of the property to be conveyed as above described that comprises part of the bed and bottom of New River and that lies between the center line and ordinary low water mark of said New River.

b. All servitudes in favor of the public, whether granted by First Party or his authors in title or imposed by law on the property to be conveyed.

c. Such rights as any other person or persons may have by reason of the location of a small cemetery situated in the northern portion of the property to be conveyed.

d. All servitudes of right of way previously granted by First Party or his authors in title for the construction, maintenance and operation of utilities, and including but not limited to a servitude of right of way granted by Edward Broussard, Jr. to Gulf States Utilities Company, as per act dated March 13, 1950 and recorded June 6, 1950 in Conveyance Book 91, page 458 of the Conveyance Records of Ascension Parish, Louisiana.

e. The oil, gas and mineral lease covering and affecting the property to be conveyed that was granted by Edward Broussard, Jr. as lessor, to Wiley R. Sharp as lessee, on the 1st day of February, 1956, and recorded on the _____ day of _____, 1956, in Conveyance Book _____, page _____, of the Conveyance Records of Ascension Parish, Louisiana. The First Party shall, however, convey unto the Second Party any and all rights of every nature that he has or may have under and by virtue of said oil, gas and mineral lease, including all rentals, royalties and all other payments or benefits that may be subsequently paid by said lessee to continue said lease in force and effect.

f. The servitude granted to John A. Jones, et al by First Party, which was recited in an act of sale dated February 6, 1956 and recorded in Conveyance Book 112, page _____, as Original Instrument No. 46387 of the Conveyance Records of Ascension Parish, Louisiana.

First Party shall have the right and privilege of removing all movable property situated on the above described property and the following which may be considered as immovables by

destination and which may be removed in a workmanlike manner, which said reserved property is more fully described as follows:

(A) From First Party's Home, the following:

1. All stoves, including built-in stoves.

2. Air-conditioning unit.

3. Hot water heater

(B) Out of house presently occupied by Jim Broussard:

1. Bathroom fixtures.

2. All stoves, including built-in stoves.

3. Hot water heater.

(C) Trucks, tractors and farm implements and metal water troughs.

(D) Largest of the two (2) water pumps situated on wells on the above described property. It being understood that the small water pump will be left in workable, usable condition; and

WHEREAS, Second Party is the owner of a tract of land in Dallas County, State of Alabama, containing approximately 2,000 acres of land fronting on Alabama State Highway No. 22, and on the right-of-way of the L. & N. Railroad between Selma and Martlewood, Alabama, a more particular description of which property is shown in Exhibit A, annexed hereto and made a part hereof; and

WHEREAS, the parties hereto desire to exchange said tracts of land, the one for the other, subject to the conditions hereinafter stated:

NOW, THEREFORE, the parties hereto do agree as follows:

1. First Party, for and in consideration of the agreement by Second Party to transfer to him as hereinafter set forth, and subject to the conditions hereinafter stated, does hereby agree to grant, bargain, assign, set over, transfer and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which he has or may have against all preceding owners and vendors unto Second Party the property first hereinabove described.

2. Second Party, for and in consideration of the agreement by First Party to transfer to him as hereinafter set forth, and subject to the conditions hereinafter stated, does hereby agree to grant, bargain, assign, set over, transfer and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which he has or may have against all preceding owners and vendors unto First Party the property secondly hereinabove described and more fully and particularly described in Exhibit A annexed hereto and made a part hereof.

3. This agreement is made subject to the following terms and conditions:

a. For and in consideration of $100.00 cash paid by Second Party to First Party, receipt of which is hereby acknowledged by First Party, it is hereby agreed that Second Party shall have the right to terminate this agreement to exchange at any time from date hereof until 5:00 P.M., C.S.T., January 15, 1958 either by delivering to First Party prior to said date and hour a written notification that this agreement to exchange is terminated or by filing in the Office of the Judge of Probate of Dallas County, Alabama on or before that time a declaration in writing signed by Second Party that the agreement to exchange is terminated. Such termination notice or declaration, timely delivered or filed, shall fully and completely extinguish any rights, obligations or liabilities hereunder of the parties hereto, the one to the other, the same as though this agreement to exchange had never been entered into, with the exception that First Party shall keep and Second Party shall forfeit the $100.00 herein paid to First Party by Second Party for this right to terminate. Should Second Party not deliver notice of termination of this agreement to First Party by 5:00 P.M. Central Standard Time on January 15, 1958, or not file such declaration, or should Second Party notify First Party in writing prior to said hour that he waives his right to terminate this agreement and intends to proceed with the exchange, then and in that event each party hereto shall have the right to demand specific performance hereof, except as hereinafter provided. Death of either party before January 15,

1958, at 5:00 P.M., C.S.T. shall terminate this contract unless Second Party has prior thereto notified first party in writing of his election to waive his right to terminate this Agreement and to proceed with the exchange.

b. The parties hereto shall have a period of sixty (60) days after January 15, 1958, or the date of delivery of written notice to First Party by Second Party of his intent to proceed with the exchange, whichever is earlier, within which to have the titles to the respective properties examined by attorneys of the respective transferees, and to notify each other of such objections to said titles as may be found. Should the attorney for each party hereto deem the title to the property to be transferred to his client to be valid and merchantable, then, and in that event, title shall be transferred within thirty (30) days from the last date of notification thereof made by the parties hereto. If title to either tract of land herein, in the opinion of the attorney for the transferee thereof, is defective, the transferror shall have ninety (90) days from receipt of the requirements established by said attorney to satisfy said requirements at the expense of the transferror and to submit the curative work for approval of the transferee's attorney. If, at the end of said ninety (90) days, said requirements have neither been cured by the transferror nor waived by the transferee, this agreement shall thereupon be terminated and both parties hereto shall thereupon be released from all rights, duties, liabilities and obligations hereunder.

c. Each party hereto agrees to pay up to $500.00 for curative work required, exclusive of attorney's fees. Should the curative work required of either party begin to approach said amount, notice of said fact shall be given to the other party, who shall promptly: (1) give notice to complete the work at transferee's expense as to any cost in excess of said $500.00; or (2) give notice of waiver of all or part of the requirements; or (3) give notice that, if said curative work cannot be accomplished within the limits of time herein established and at no expense to transferee that this agreement shall be terminated. Should title

requirements be made by the attorney for either transferee, the attorney for said transferee shall have ten (10) days from receipt of the curative work performed to meet said requirements within which to render and to deliver to the transferror his approval or rejection of the sufficiency of said curative work. Should, within the time hereinabove set forth, title to the tract of either party herein not, in the opinion of the attorney for the transferee thereof, be rendered valid and merchantable, free and clear from all mortgages, liens or other encumbrances other than those excepted herein or waived subsequent hereto by either transferee, then, and in that event, this agreement shall terminate upon the expiration of said time and both parties hereto shall thereupon be released from all rights, duties, liabilities and obligations hereunder. Should, within the time hereinabove set forth or within such extensions thereof as may hereafter be granted, title of both parties to the tracts herein be approved, then and in that event, said titles shall be transferred to the respective transferees within thirty (30) days of the date of the last notification of approval.

d. In the event the exchange is consummated, possession of the respective tracts herein shall be given as follows: (1) First Party shall be entitled to retain possession of the tract transferred to Second Party rent free until January 1, 1958, in any event and for five (5) months additional thereafter upon giving written notice to Second Party of his intent to remain said additional time, and upon the payment to Second Party with said notice of the sum of $200.00 cash. Should title be transferred after December 2, 1957, First Party shall be entitled to retain possession rent free for thirty (30) days from date of said transfer and for five (5) additional months thereafter upon written notification to Second Party of such intent and the payment to Second Party with said notice of the sum of $200.00 cash. Upon expiration of the effective period, First Party shall give Second Party immediate possession. (2) Second party shall not be required to give First

Party complete possession for a period of ninety (90) days from date of transfer, it being understood and agreed that First Party shall have the right immediately upon the date of transfer to begin construction of residence, farm, and/or dairy buildings upon the property transferred to him but such right shall be exercised in such a manner as not to inconvenience Second Party unreasonably.

e. Ad valorem taxes upon the properties herein which are current at the date of transfer shall be prorated to the date of transfer. All delinquent ad valorem taxes shall be paid by the transferror.

f. It is agreed by the parties hereto that should all or any part of the respective properties herein be subjected to expropriation proceedings for any purpose prior to transfer of title, this agreement shall remain binding and valid, but the sums paid for the property so expropriated shall be paid to the transferee herein of the tract from which the expropriation is taken, said payment not to be due and payable to said transferee until transfer of title to the remainder of said tract.

g. It is agreed that either party hereto may transfer and convey his rights hereunder, or may transfer the property herein belonging to him and that such transferee shall succeed to all rights, duties, liabilities and obligations of the transferring party, but any such transfer shall be subject to all the terms and conditions of this agreement. Such transfer, however, shall not release either party from this agreement unless the remaining party agrees in writing to accept the third party transferee in his stead. Each party hereto binds and obligates himself to give the other party written notice of any such transfer within five (5) days after the date thereof.

h. Each of the parties hereto agrees to give the other abstracts, maps, and other title information as he may have, but the expense of obtaining an abstract to the satisfaction of the examining attorney for each transferee shall be borne by said transferee, as shall the expense of examination of title. Each transferee also shall pay all of the following costs pertaining to the

property received by him: Preparation and execution of the deed, or, in the event that an act of exchange be used, one-half the cost thereof; recordation of the act of transfer; all public certificates that may be usual or required.

i. Neither party hereto shall furnish a new, complete survey of the property to be transferred by him. However, each agrees to furnish at his own expense in addition to the $500.00 limit on curative work, partial surveys as may be required, it being stipulated and agreed that this agreement to exchange shall be one tract for the other, regardless of the number of acres ultimately determined to be contained in each.

j. Risk of loss pending transfer of title to the respective properties herein shall remain with the party presently owning each respective property, but with the following provision:

(1) First Party shall, upon completion of the transfers herein, pay Second Party for the total destruction of the following improvements the amounts shown:

Main house:	$6,000.00
Second house:	$2,000.00
Big barn (1):	$2,000.00

(2) Second Party shall, upon completion of the transfers herein, pay First Party for the total destruction of the following improvements the amounts shown:

Main house	$6,000.00
Each big barn (2):	$2,000.00

Partial destruction shall be compensated by the payment of the portion of said figures commensurate with the percent of damage or loss resulting from said partial destruction. No payment whatsoever shall be required or made for the partial or total loss of any building or improvement not listed above.

k. All notices, demands and correspondence arising hereunder shall be made as follows:

To First Party:

Edward Broussard, Jr.
Geismar, Louisiana

To Second Party:

Frank Wallace Moseley, Jr.
104 Mallory Drive
Selma, Alabama

All notices and demands made hereunder unless otherwise provided shall be by registered mail and shall be considered effective and timely if delivery is attempted by the United States Post Office Department within the time provided herein and at the proper address above set forth.

l. All agreements and stipulations herein contained and all rights, duties, liabilities and obligations herein shall inure to the benefit of and be binding upon the heirs, successors, transferees, and assigns of the parties hereto, except as may be otherwise specifically provided herein.

m. This instrument is executed in quadruplicate, each fully executed copy thereof constituting an original of equal value to each of the others.

WITNESS the signatures of First Party at Baton Rouge, State of Louisiana, on this 28th day of October, 1957, in the presence of Carol Woods, and Sargent Pitcher, Jr., competent witnesses, and witness the signatures of Second Party at Selma, State of Alabama, on this 23rd day of October, 1957, in the presence of Catherine B. Booker and J. E. Wilkinson, competent witnesses.

WITNESSES to the signatures of First Party:

Carol Woods
CAROL WOODS

SARGENT PITCHER, JR.

Edward Bruneau Jr.
EDWARD BRUNEAU, JR.

Jewel Webb Bruneau
JEWELL WEBB BRUNEAU

FIRST PARTY

WITNESSES To the signatures of Second Party:

Catherine B. Booker
CATHERINE B. BOOKER

J. E. Wilkinson
J. E. WILKINSON

Frank Wallace Moseley Jr.
FRANK WALLACE MOSELEY, JR.

Olive Dunbar Moseley
OLIVE DUNBAR MOSELEY

SECOND PARTY

STATE OF LOUISIANA

(XXXXXXX) (PARISH) OF EAST BATON ROUGE

BEFORE ME, AMOS K. GORDON, JR., a Notary Public, duly commissioned and qualified within and for the State and (County) (Parish) aforesaid, personally came and appeared

EDWARD BROUSSARD, JR.

of lawful age, who being by me first duly sworn, deposed and said that, in the presence of the undersigned and competent witnesses, he executed the above and foregoing instrument as his own free and voluntary act and deed, for the uses, purposes and considerations therein expressed.

IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, at my office in the (XXXXXX) (Parish) and State aforesaid, on this 28th day of October, 1957.

WITNESSES:

Carol Woods
CAROL WOODS

Edward Broussard Jr.
EDWARD BROUSSARD, JR.

SARGENT PITCHER, JR.

Amos K. Gordon Jr.
AMOS K.GORDON, JR. NOTARY PUBLIC

My commission expires at death.

STATE OF LOUISIANA

XXXXXXX (PARISH) OF EAST BATON ROUGE

BEFORE ME, AMOS K. GORDON, JR., a Notary Public, duly commissioned and qualified within and for the (County) (Parish) and State aforesaid, personally came and appeared

MRS. JEWELL WEBB BROUSSARD

of lawful age, wife of Edward Broussard, Jr., who being by me first duly sworn, deposed and said that, in the presence of the undersigned competent witnesses, she executed the above and foregoing instrument as her own free and voluntary act and deed, for the uses, purposes and considerations therein expressed.

IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, at my office in the (County) (Parish) and State aforesaid on this 28th day of October, 1957.

WITNESSES:

Carol Woods
CAROL WOODS

Mrs. Jewell Webb Broussard
MRS. JEWELL WEBB BROUSSARD

SARGENT PITCHER, JR.

Amos K. Gordon Jr.
AMOS K.GORDON, JR., NOTARY PUBLIC

My Commission expires at death.

STATE OF Alabama

(COUNTY) (~~PARISH~~) OF Dallas

BEFORE ME, Edgar P. Russell Jr., a Notary Public, duly commissioned and qualified within and for the State and (County) (~~Parish~~) aforesaid, personally came and appeared

********** FRANK WALLACE MOSELEY, JR. **********

of lawful age, who being by me first duly sworn, deposed and said that, in the presence of the undersigned competent witnesses, he executed the above and foregoing instrument as his own free and voluntary act and deed, for the uses, purposes and considerations therein expressed.

IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, at my office in the (County) (~~Parish~~) and State aforesaid, on this 23rd day of October, 1957.

WITNESSES:

Catherine B. Booker

J. E. Wilkinson

Frank Wallace Moseley Jr.
FRANK WALLACE MOSELEY, JR.

Edgar P. Russell Jr.
NOTARY PUBLIC
STATE OF ALA. AT LARGE
My commission expires 2/21/61

STATE OF Alabama

(COUNTY) (~~PARISH~~) OF Dallas

BEFORE ME, Edgar P. Russell Jr., a Notary Public, duly commissioned and qualified within and for the State and (County) (~~Parish~~) aforesaid, personally came and appeared

********** MRS. ALICE DUNBAR MOSELEY **********

of lawful age, wife of Frank Wallace Moseley, Jr., who being by me first duly sworn, deposed and said that, in the presence of the undersigned competent witnesses, she executed the above and foregoing instrument as her own free and voluntary act and deed, for the uses, purposes and considerations therein expressed.

IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, at my office in the (County) (~~Parish~~) and State aforesaid, on this 23rd day of October, 1957.

WITNESSES:

Catherine B. Booker
CATHERINE B. BOOKER

J. E. Wilkinson
J. E. WILKINSON

Mrs Alice Dunbar Moseley
MRS. ALICE DUNBAR MOSELEY

Edgar P. Russell Jr.
NOTARY PUBLIC
STATE OF ALA. AT LARGE
My commission expires 2/21/61

STATE OF ALABAMA }
DALLAS COUNTY }

I, Edgar P. Russell Jr. a Notary Public in and for said State and County, do hereby certify that Frank Wallace Moseley, Jr. and wife Alice Dunbar Moseley whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on

this day, that being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand this the 23rd day of OCTOBER, 1957.

Edgar P. Russell Jr.
Notary Public
STATE OF ALA. AT LARGE

2/21/61
My commission Expires.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE, I, AMOS K. GORDON, JR., a Notary Public in and for said State and Parish, do hereby certify that Edward Broussard, Jr. and wife Jewell Webb Broussard whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand this the 28th day of October, 1957.

Amos K. Gordon Jr.
Notary Public

My Commission Expires at death.

EXHIBIT "A"

The East half of the Southwest Quarter of Section four, Township 16, Range 9; the west half of the Northeast Quarter of Section 9, Township 16, Range 9; the Northwest Quarter of Section 9, Township 16, Range 9; the East half of Southwest Quarter of Section 9, Township 16, Range 9; the Southeast Quarter of Section 9, Township 16, Range 9, aggregating 560 acres, more or less, and being in Dallas County, Alabama, and being the plantation referred to in and devised by the will of William Curtis, deceased, which was admitted to probate and recorded in the Probate Office of Dallas County, Alabama, by an order made on May 10, 1871, and being the same property conveyed by Walter C. Glenn, et al., to C. J. Marshall and E. K. Marshall by deed dated December 27, 1928, and recorded in Book 302, page 288, of the Probate Records of Dallas County, Alabama;

Also, all of Section 16, Township 16, Range 9; the North half of the Northeast Quarter of Section 21, Township 16, Range 9; the East half of the Northwest Quarter of Section 21, Township 16, Range 9; all of the South half of the Northeast Quarter of Section 21, Township 16, Range 9, lying north of the Louisville & Nashville Railroad Company's Right of Way and

containing 63.29 acres, also 9 acres lying in a triangle north of the Louisville & Nashville Railroad Company's Right-of-Way in the Northwest Quarter of the Southeast Quarter of Section 21, Township 16, Range 9, containing in the aggregate 875 acres, more or less, situated in Dallas County, Alabama, and being the same property described in Foreclosure Deed From J. B. Voskamp to the Federal Land Bank of New Orleans, deed dated May 15, 1930, and recorded in Book 314, page 511, of the Probate Records of Dallas County, Alabama; The property last above described is subject to the Right of Way for a canal and one-half of the oil and mineral rights reserved by a former owner of said lands;

Also, ten acres, more or less, formerly owned by Sam Purnell and bounded on the north by land owned by Ellen Cary, on the East by lands owned by Read, on the West by lands owned by Babcock, and on the South by lands owned by C. J. Marshall and E. K. Marshall, being land devised by Sam Purnell by his last will duly recorded in the Probate Office, Dallas County, Alabama, and purchased by Sam Purnell and David Taylor and others from Charles Marshall and wife, and divided between the joint owners of said land after said purchase, and the above described lands being in the West half of the Northeast Quarter of Section 15, Township 16, Range 9, and being the same land conveyed by Laura P. Smith, et al., to C. J. Marshall and E. K. Marshall, by deed dated January 26, 1932, and recorded in Book 314, page 182, of the Probate Records of Dallas County, Alabama. (No warranty of any kind is to be given as to this 10 acre tract);

Also, fifteen and one-half acres southwest of the public road from Cahaba to Marion described as follows: Beginning at the southwest corner of the west half of the southwest quarter of Section 10, Township 16, Range 9, thence running east four chains; thence north to said public road thirty-six chains; thence westwardly along said public road to where north line of said west half of the southwest quarter of said Section 10 crosses said road; thence along said North line of said west half of southwest quarter of said Section 10 to the northwest corner thereof; thence south along the west line of said west half of the southwest quarter of said Section 10, forty and one-half chains to the point of beginning. Also 4½ acres northeast of the public road and described as follows: Beginning 8½ chains west of the east line of the west half of the southwest quarter of Section 10, in said Township and Range and 3½ chains south of the north line of said west half of the southwest quarter of said section; thence west 55 links; thence south 7½ chains to said public road; thence northwestwardly along said

public roads to a point south of the north line of said west half of the southwest quarter of said section; thence due east 8 chains; thence south 2 chains to the beginning, (no warranty of any kind is to be given as to this 4½ acre tract.) All being in the west half of the southwest quarter of Section 10, Township 16, Range 9, containing 19 and 3/4 acres, more or less, and being the same property conveyed by John Bettis, et al., to C. J. Marshall and E. K. Marshall by deed dated February 18, 1926, and recorded in Book 288, page 113, of the Probate Records of Dallas County, Alabama;

Also, nineteen and three-quarters acres of land in the west half of the southwest quarter of Section 10, Township 16, Range 9, which was owned by Simon Taylor at his death and which was conveyed to him by Rose Curtis and others by deed dated April 14, 1880, and recorded in Book 107, page 42, of the records of conveyances for Dallas County, Alabama, and being the same property conveyed by Jesse W. Taylor to C. J. and E. K. Marshall by deed dated December 29, 1926, and recorded in Book 289, page 255, of the Probate Records of Dallas County, Alabama;

A tract of land in Dallas County, Alabama, described as follows:

That part of the southeast quarter of the southeast quarter and of the southwest quarter of the southeast quarter and the southeast quarter of the southwest quarter of Section 20, Township 16, Range 9, lying south and southwesterly of the Louisville and Nashville Right-of-Way and that part of the northwest quarter of northeast quarter of Section 29, Township 16, Range 9, lying south and east of an Old Plank Road, and North of the Old Cahaba Public Dirt Road and West of the Industrial Missionary Association line, and north of the W. L. Kirkpatrick land, all of said lands containing 72 acres, more or less, and being the same property described in Deed Book 257, page 555, of the Probate Records of Dallas County, Alabama;

Also, a 12 acre strip in the southwest quarter of the southeast quarter of Section 10; an 8 acre strip in the south east quarter of the southeast quarter of Section 10; a 10 acre strip in the southwest quarter of the northeast quarter in Section 15, said lands being in Township 16, Range 9. For further description of these three tracts see Deed Book 167, page 304, wherein there is recorded a conveyance of the above described tracts from David Taylor and others to Henry Taylor; (No warranty of any kind is to be given as to this 30 acre tract);

Also, 15 acres off the South side of the Southwest quarter of the northeast quarter of Section 15, Township 16, Range 9, the same being lands conveyed to C. J. and E. K. Marshall by Catherine Taylor and others by deed dated October 1, 1915, and which is recorded in Deed Book 257, page 93, in the Probate Records of Dallas County, Alabama;

Also, 20 acres off the north side of the northwest quarter of the northeast quarter of Section 15, Township 16, Range 9, the same being a portion of the lands conveyed by Lewis Taylor and others to David Taylor by deed dated December 15, 1896, recorded in Book 167, page 265, in the Probate Records of Dallas County, Alabama;

Also, the West one-half of Section 15, Township 16, Range 9, containing 320 acres, more or less, and known as the Gayle Place, and being the only country property owned by Caroline A. Marshall, deceased, at the time of her death.

Also that part of the East ½ of the SW¼ of Section 10, Township 16, Range 9, which lies West of the Public Road.

Also that part of the NW¼ of the SW¼ of Section 21, Township 16, Range 9, which lies North of the Louisville and Nashville Railroad Right-of-Way.

Said lands contain in the aggregate approximately 2,000 acres and are subject to existing Rights-of-Way for road purposes and for public utilities.

It is intended to include all lands owned by Frank Wallace Moseley, Jr. in Sections 9, 10, 15, 16, 20 and 21; Township 16, Range 9, whether correctly above described or not.

(It is understood that no personal property including, cattle, tractors, machinery, tools, hay and feed stuff of any kind are to be included in the exchange of real estate.)

Recorded from the original on file on this the [illegible] day of December, 1957.

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ANDREW J. FALCON
CLERK & RECORDER

ACT OF EXCHANGE

KNOW ALL MEN BY THESE PRESENTS that on the following dates and before the undersigned Notaries Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

EDWARD BROUSSARD, JR.,

a resident of lawful age of the Parish of Ascension, State of Louisiana, married but once and then to Jewell W. Broussard, born Webb, with whom he is now living at Gelsmar, Louisiana, and

NUBY P. GREER, JR.,
and
EDYTHE L. GREER, born Attix,

both residents of lawful age of the County of Jefferson, State of Kentucky, married to and living with each other at 4316 West Market Street, Louisville 12, Kentucky,

who declared that they did and do by these presents make an exchange of property as follows:

For and in consideration of the conveyance to them as hereinafter set forth and the agreement of the said Edward Broussard, Jr., to assume and pay the unpaid indebtedness secured by the mortgage of the said Nuby P. Greer, Jr., et al, to Mattie E. Bryant, dated January 26, 1951 and recorded in Mortgage Book 199, Page 315 in the office of the Probate Judge of Hale County, Alabama, in which mortgage indebtedness the said Nuby P. Greer, Jr., represents that there remains unpaid the principal sum of Thirteen Thousand and No/100 ($13,000.00) Dollars together with the accrued interest thereon, the said NUBY P. GREER, JR., and EDYTHE L. GREER, each being a principal grantor herein, do hereby grant, bargain, convey, assign, transfer, set over and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceeding owners and vendors unto the said EDWARD BROUSSARD, JR., the following described real estate situated in Hale and Perry Counties, Alabama, to-wit:

10-15-80

TRACT 1

The W1/2 of Section 5, the E1/2 of Section 6, The NE1/4 of Section 7, all that part of NW1/4 of Section 8 which lies West of the canal running thru same, and 26-2/3 acres on the South end of the S1/2 of the NW1/4 of Section 6, all in Township 18 North of Range 6 East in Perry County, Alabama. Also all that part of S1/2 of SE1/4 of Section 31, Township 19, Range 6 East in said Perry County lying South of a line described as follows: Begin at a point on the East line of the SE1/4 of said Section 31, which point is 1,731 feet South of the NE corner of said SE1/4, run thence South 88° 6' West 2,640 feet, more or less, to point on West line of said SE1/4 of said Section 31, this point being the West terminal point of the line described. Also the SW1/4 of Section 32 in Township 19 of Range 6 East in Perry County, Alabama. Also 13-1/3 acres on the South end of SE1/4 of NE1/4 of Section 1, Township 18, Range 5 East in Hale County, Alabama, except the part thereof lying West of the Newbern-Uniontown public highway. This being a part of the property, by a corrected description, conveyed in Tract 1 of the deed of R. O. Atkins and wife to J. L. Bryant and A. L. Bryant, dated December 27, 1947 and recorded in Deed Book A-21, page 209 in the office of the Probate Judge of Hale County, Alabama and recorded in Book 343, page 178 in the office of the Probate Judge of Perry County, Alabama. Said property contains 1180 acres, more or less.

assume mtc

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JUL 29 1959

ACT OF EXCHANGE

KNOW ALL MEN BY THESE PRESENTS that on the following dates and before the undersigned Notaries Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

EDWARD BROUSSARD, JR.,

a resident of lawful age of the Parish of Ascension, State of Louisiana, married but once and then to Jewell W. Broussard, born Webb, with whom he is now living at Geismar, Louisiana, and

NUBY P. GREER, JR.,
and
EDYTHE L. GREER, born Attix,

both residents of lawful age of the County of Jefferson, State of Kentucky, married to and living with each other at 4316 West Market Street, Louisville 12, Kentucky,

who declared that they did and do by these presents make an exchange of property as follows:

For and in consideration of the conveyance to them as hereinafter set forth and the agreement of the said Edward Broussard, Jr., to assume and pay the unpaid indebtedness secured by the mortgage of the said Nuby P. Greer, Jr., et al, to Mattie E. Bryant, dated January 26, 1951 and recorded in Mortgage Book 199, Page 315 in the office of the Probate Judge of Hale County, Alabama, in which mortgage indebtedness the said Nuby P. Greer, Jr., represents that there remains unpaid the principal sum of Thirteen Thousand and No/100 ($13,000.00) Dollars together with the accrued interest thereon, the said NUBY P. GREER, JR., and EDYTHE L. GREER, each being a principal grantor herein, do hereby grant, bargain, convey, assign, transfer, set over and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceeding owners and vendors unto the said EDWARD BROUSSARD, JR., the following described real estate situated in Hale and Perry Counties, Alabama, to-wit:

TRACT 1

The W1/2 of Section 5, the E1/2 of Section 6, The NE1/4 of Section 7, all that part of NW1/4 of Section 8 which lies West of the canal running thru same, and 26-2/3 acres on the South end of the S1/2 of the NW1/4 of Section 6, all in Township 18 North of Range 6 East in Perry County, Alabama. Also all that part of S1/2 of SE1/4 of Section 31, Township 19, Range 6 East in said Perry County lying South of a line described as follows: Begin at a point on the East line of the SE1/4 of said Section 31, which point is 1,731 feet South of the NE corner of said SE1/4, run thence South 88° 6' West 2,640 feet, more or less, to point on West line of said SE1/4 of said Section 31, this point being the West terminal point of the line described. Also the SW1/4 of Section 32 in Township 19 of Range 6 East in Perry County, Alabama. Also 13-1/3 acres on the South end of SE1/4 of NE1/4 of Section 1, Township 18, Range 5 East in Hale County, Alabama, except the part thereof lying West of the Newbern-Uniontown public highway. This being a part of the property, by a corrected description, conveyed in Tract 1 of the deed of R. O. Atkins and wife to J. L. Bryant and A. L. Bryant, dated December 27, 1947 and recorded in Deed Book A-21, page 209 in the office of the Probate Judge of Hale County, Alabama and recorded in Book 343, page 178 in the office of the Probate Judge of Perry County, Alabama. Said property contains 1180 acres, more or less.

TRACT 2

All that part of the SE1/4 of Section 1 lying East of the Newbern-Uniontown Public Highway and all that part of the N1/2 of the NE1/4 of Section 12 lying East of said Newbern-Uniontown Public Highway in Township 18, Range 5 East, Hale County, Alabama, containing 135.55 acres, more or less. The SW1/4 of Section 6, N1/2 of NW1/4 of Section 7, SE1/4 of NW1/4 of Section 7, E1/2 of SW1/4 of NW1/4 of Section 7, less two acres off West side thereof, E1/2 of SW1/4 of Section 7, all in Township 18, Range 6 East in Perry County, Alabama. Said property containing in the aggregate 502.48 acres, more or less, and being the identical property conveyed to J. L. Bryant and A. L. Bryant by deed of Thomas A. Walthall and wife, dated December 27, 1947 and recorded in Deed Book A-21, page 210 in the office of the Probate Judge of Hale County, Alabama, and in Deed Book 343, page 180 in the office of the Probate Judge of Perry County, Alabama.

Subject to easement for any electric transmission line, telephone line or public road now in use over and across the property.

This being the property, by corrected description, conveyed to Nuby P. Greer, et als., by deed of A. L. Bryant, et. als., dated January 20, 1951 and recorded in Deed Book A-27, page 64 in the Office of the Probate Judge of Hale County, Alabama, and in Book 358, page 406 in the office of the Probate Judge of Perry County, Alabama, and conveyed to Nuby P. Greer and Edythe L. Greer by deed of Donald Rose and Evelyn Rose dated December 28, 1957.

Also any and all adjoining strips which grantors might own or which they are in adverse possession of.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and with all vested and contingent rights of reversion and remainder of the grantors and any and all other, further and additional interest in said property that the grantors might have or to which they or either of them might hereafter become entitled is hereby conveyed. It being the intention of the wife (Edythe L. Greer) to convey and there is also hereby conveyed all her separate and personal estate in said property now vested or which she might hereafter acquire or become entitled to as well as any and all dower and homestead rights.

To Have and To Hold the aforegranted property, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Ed Broussard, Jr., his heirs and assigns, in fee simple, forever.

And we do covenant with the said Ed Broussard, Jr., his heirs and assigns, that we are lawfully seized in fee simple of the premises; that the same are free from all encumbrances; that we have a good and lawful right to sell and convey the same in fee simple as aforesaid; and that we will warrant and defend the premises unto the said Ed Broussard, Jr., his heirs and assigns, forever against the lawful claims of all persons. There is excepted, however, from said warranty the following:

1. The mentioned outstanding mortgage of record to Mattie E. Bryant recorded in Book 199, page 315 in the office of the Probate Judge of Hale County, Alabama, and also recorded in Perry County, Alabama, in Mortgage Book 356, page 396, which mortgage is assumed by the purchaser as part of the consideration for this conveyance; and,

2. State and County taxes to become due October 1, 1958, which taxes the said Edward Broussard, Jr., assumes and agrees to pay.

3. The NE1/4 of NE1/4 of SW1/4 and N1/2 of NW1/4 of SW1/4 of Section 32, Township 19, Range 6 East in Perry County, Alabama, is warranted only as to claims holding under the grantors herein or as to any adverse claims done or suffered by them.

It is understood and agreed that any electric hotwater heater now in use on the premises and any electric pump and motor shall be considered part of the real estate and conveyed hereby.

And now for and in consideration of the transfer to him as aforesaid and the agreement of the said Nuby P. Greer, Jr., and Edythe L. Greer to assume and pay the unpaid indebted-

ness secured by the mortgage of the said Edward Broussard, Jr., to Prudential Insurance Company of America dated October 23, 1954 and recorded in Mortgage Book 73, Folio 358 of the official records of the Parish of Ascension, State of Louisiana, in which mortgage indebtedness the said Edward Broussard, Jr., represents that there remains unpaid the principal sum of Eleven Thousand Fifty and No/100 ($11,050.00) Dollars, together with the accrued interest thereon, the said EDWARD BROUSSARD, JR., does hereby grant, bargain, convey, assign, transfer, set over and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which he has or may have against all preceding owners and vendors unto the said NUBY P. GREER, JR., and EDYTHE L. GREER, the following described property, to-wit:

A certain lot or parcel of ground situated in the Parish of Ascension, State of Louisiana on the East bank of the Mississippi River forming part of what is known as the Riverside Plantation, more particularly described according to map of survey made by J. W. Monget on November 1, 1905 and recorded in C. O. B. 47, Folio 498 as beginning at a point marked "A" on the Southwestern "corner" of said parcel of ground, said point "A" representing a post on the East bank of New River on the North side of the road running East and West; thence along a meandering line representing the center line of New River in a general Northeasterly direction to a point marked "A" representing the point of intersection of a projection of the Western boundary of Lots One (1) and Two (2) owned by Louis White; thence South along said Western boundary and projection of Louis White through point marked "L" to a point marked "B"; thence in an Easterly direction to a point marked "C"; thence in a Southerly direction to a point marked "E"; thence in a Westerly direction to a point marked "F"; thence in a Southwesterly direction to a point marked "G"; thence in a Westerly direction to the point of beginning marked "A"; said tract of land containing 480.17 acres, situated in Sections 29, 31, 32 and 61, Township 9 South, Range 2 East.

LESS AND EXCEPT:

One certain parcel of ground containing 147.80 acres on the South end of said 480.17 acre tract; said 147.80 acre tract sold by Edward Broussard, Jr., to John A. Jones and Jesse Richard Jones on February 2, 1956 as recorded in C. O. B. 112, Folio 18.

The said property herein conveyed containing 332.37 acres and being part of the property acquired by Edward Broussard from Marie Lavigne Gondran and Marie Gondran Robolot by Act of Sale dated November 12, 1915 and recorded in C. O. B. 59, Folio 106 and further being part of the same property acquired by Ed Broussard, Jr., from Edward Broussard by Act of Sale recorded in C. O. B. 86, Folio 372; the said property herein conveyed being all of the remaining property owned by Edward Broussard, Jr., in Sections 29, 31, and 61, Township 9 South, Range 2 East, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and with all vested and contingent rights of reversion and remainder of the grantor and any and all other, further and additional interest in said property that the grantor might have or to which he might hereafter become entitled is hereby conveyed; in particular, one certain oil lease granted by the said Edward Broussard, Jr., to Wiley H. Sharp on February 1, 1958 and recorded in Mineral Book 67CC, Folio 397 and

as amended in Mineral Book 67FF, Folio 519 of the official records of the Parish of Ascension, State of Louisiana.

To Have and to Hold the aforegranted property, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Nuby P. Greer, Jr., and Edythe L. Greer, their heirs and assigns, in fee simple, forever.

And I do covenant with the said Nuby P. Greer, Jr., and Edythe L. Greer, their heirs and assigns, that I am lawfully seized in fee simple of the premises; that the same are free from all encumbrances; that I have a good and lawful right to sell and convey the same in fee simple as aforesaid; and that I will warrant and defend the premises unto the said Nuby P. Greer, Jr., and Edythe L. Greer, their heirs and assigns, forever against the lawful claims of all persons. There is excepted, however, from said warranty the following:

1. The mentioned outstanding mortgage of record to Prudential Insurance Company of America recorded in Mortgage Book 73, Folio 358 of the official records of the Parish of Ascension, State of Louisiana; and

2. State and Parish taxes for the year 1958 are assumed and agreed to be paid by the said Nuby P. Greer and Edythe L. Greer; and

3. The rights-of-way as recorded in C. O. B. 84, Folio 66 and C. O. B. 91, Folio 458 of the official records of the Parish of Ascension, State of Louisiana.

It being further understood that if the principal amounts of indebtedness on the respective mortgages hereinabove described are different than as recited herein by payment, credits or otherwise, grantors herein will proportionately compensate each other for said difference.

This exchange made and mutually accepted by the parties hereto, it being agreed and understood that the properties exchanged are equal in value.

Thus done, read and signed by the said Edward Broussard, Jr., at my office in the Town of Gonzales, Parish of Ascension, State of Louisiana, in the presence of William T. Kivett and Melba L. Kelly, competent witnesses, who has hereunto signed his name with the parties and me, said Notary, on the 11th day of July, 1958 and done, read and signed by the said Nuby P. Greer, Jr., and Edythe L. Greer at my office in the County of Jefferson, State of Kentucky in the presence of Mrs. W. W. Meehan and Mrs. M. Otter, competent witnesses, who have hereunto signed their names with the parties and me, said Notary, on the 19 day of July, 1958.

Witnesses to signature of
Edward Broussard, Jr.

William T. Kivett
Melba L. Kelly

Edward Broussard, Jr.
Edward Broussard, Jr.

Witnesses to signatures of Nuby P. Greer, Jr., and Edythe L. Greer

Mrs. W. W. Meehan
Mrs. M. Otter

Nuby P. Greer
Nuby P. Greer, Jr.

Edythe L. Greer
Edythe L. Greer

STATE OF LOUISIANA

PARISH OF ASCENSION

BE IT KNOWN that on this 11th day of July, 1958, before me, Notary Public in and for the Parish of Ascension, State of Louisiana, personally came and appeared the above named Edward Broussard, Jr., who signed the foregoing document before me and in the presence of the two witnesses whose names are thereto subscribed and the said appearer thereupon declared and acknowledged unto me in the presence of the said witnesses that he signed and executed the said Act of Exchange as his voluntary act and deed for the uses and purposes therein set forth.

In witness whereof the said appearer has signed these presents before me and in the presence of said witnesses and I have hereunto set my official hand and seal with said witnesses on the day and date above written.

WITNESSES:

William T. Kivett
Melba L. Kelly

Edward Broussard, Jr.
Edward Broussard, Jr.

Jeanette W. Eagle
Notary Public

STATE OF KENTUCKY

COUNTY OF JEFFERSON

BE IT KNOWN that on the 19 day of July, 1958, before me, Notary Public in and for the County of Jefferson, State of Kentucky, personally appeared the above named Nuby P. Greer, Jr., and Edythe L. Greer who signed the foregoing document before me and in the presence of the two witnesses whose names are thereto subscribed and the said appearer thereupon declared and acknowledged unto me in the presence of the said witnesses, that they signed and executed the said Act of Exchange as their voluntary act and deed for the uses and purposes therein set forth.

In witness whereof the said appearers have signed these presents before me and in the presence of said witnesses and I have hereunto set my official hand and seal with said witnesses on the day and date above written.

WITNESSES:

Nuby P. Greer, Jr.

Edythe L. Greer

Notary Public

STATE OF Kentucky

COUNTY OF Jefferson

, a Notary Public in and for said County and State, hereby certify that Nuby P. Greer and Edythe L. Greer, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official Notary Seal this 19 day of July, 1958.

NOTARY PUBLIC

Recorded from the original on file on this the 23rd day of July, 1958.

ANDREW J. FALCON
CLERK & RECORDER

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