Exhibit AA. Angel Ranch Site Phase I Environmental Site Assessment PHASE I ENVIRONMENTAL SITE ASSESSMENT

732-ACRE ANGEL RANCH SITE POINTE COUPEE PARISH, LOUISIANA



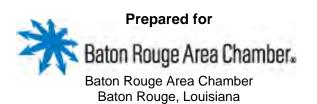
October 23, 2014

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PHASE I ENVIRONMENTAL SITE ASSESSMENT

732-Acre Angel Ranch Site Pointe Coupee Parish, Louisiana

GEC Project Number: 0013.2122014.011



Prepared by



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PHASE I ENVIRONMENTAL SITE ASSESSMENT

1.0 SUMMARY

G.E.C., Inc. (GEC) has completed a Phase I Environmental Site Assessment (ESA) for the approximately 732-acre Angel Ranch property located near the intersection of LA Hwy 10 and LA Hwy 981 (Ferry Rd) near New Roads, Pointe Coupee Parish, Louisiana. The property is bordered by the Mississippi River to the north and extends to the south of LA Hwy 10. For the purpose of this ESA, *the property* refers to the entire 732 acres and all improvements therein.

In order to characterize environmental conditions for the project, GEC:

- Reviewed federal, state, and local environmental databases;
- Conducted historical research;
- Interviewed pertinent personnel; and
- Performed a site investigation.

GEC performed this Phase I ESA in accordance with the scope and limitations of ASTM E 1527-0505 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Any exceptions to, or departures from, this practice are described in the report. Based on the review of federal, state, and local environmental databases, historical research, interviews, and site investigations, this assessment has revealed no RECs on or in the vicinity of the property. Based on findings of this ESA, GEC does not recommend further investigation of this property at this time.

Environmental Site Assessment Questionnaire:

1. Based on the assessment, please describe previous and current uses of the adjacent sites noting any nearby schools, churches, or residential developments to the North, East, South, and West of the site.

North – Northern boundary is the Mississippi River near River Mile 268.

East – Eastern boundary is an undeveloped wooded areas and agricultural lands.

South – Southern boundary is bordered by agricultural lands.

West - Western boundary is agricultural fields and residential properties.

2. What are the minimum and maximum ground elevations (ft. MSL) at the site? What is the topographical variation (max-min) (ft.)?

Most of the property ranges from 29-34 ft (MSL)

3. Indicate the general grade or percentage of slope of the site.

<5% slope

4. Describe the general terrain of the site.

Generally flat, except slopes down to drainage ditches, ponds, and small wetland areas.

5. Describe the general type of vegetation.

Property is mostly an active cattle ranch. The northern section, from Ferry Rd. to the Mississippi River, is wooded.

6. Do cemeteries exist on the site? If yes, describe.

No.

7. Is a Phase 2 Assessment recommended?

No.

8. Identification/description of existing structures, fences, or paved areas on site.

Barbed wire fencing occurs throughout the sight. A catch pen and other structures associated with ranching are located on the property.

2.0 INTRODUCTION

2.1 Purpose

The purpose of the assessment is to identify any potential recognized environmental conditions (RECs) located on or in the vicinity of the Angel Ranch site that have, or may have in the past, adversely impacted environmental conditions at the property.

2.2 Scope of Services

GEC is responsible for investigating the property in order to identify RECs within and adjacent to the property. Investigation procedures comply with ASTM E 1527-05, and the scope of services for this ESA includes the following:

- Research of available federal, state, and local environmental databases for potential REC sites on or within a specified distance of the property;
- Reviews of historical aerial photographs, Fire Insurance Maps, United States Geologic Survey (USGS) topographic maps, and/or published soils and geologic information;
- Interviews with state and local government agency representatives and/or persons knowledgeable of the property regarding documented inspections, violations, incidents, spill response, or past uses of therein;
- Visual observations of accessible portions of the property to identify current and historical REC sites. Visual observations of accessible portions of properties adjacent to the property were also conducted; and
- Preparation of a written report that identifies whether the property contains potential RECs and whether or not conditions warrant further investigation.

In accordance with the procedures outlined in ASTM E 1527-05, a Phase I ESA typically does not include sampling and analysis of soil and/or groundwater. Additionally, a Phase I ESA typically does not include wetland delineations, surveys for cultural or historic resources, threatened or endangered species, lead based paint, or asbestos containing materials. Additionally, the user, Baton Rouge Area Chamber (BRAC), did not require GEC to conduct a chain-of-title review.

2.3 Significant Assumptions

No significant assumptions were made in the preparation of this Phase I ESA.

2.4 Limitations and Exceptions

GEC's review of record information and environmental databases included information that was reasonably ascertainable from standard sources. *Reasonably ascertainable* denotes: (1) information that is publicly available, (2) information that is obtainable within reasonable time and cost constraints, and (3) information that is practically reviewable. GEC's review included information gathered directly from governmental and regulatory agencies as well as an electronic database search performed by GeoSearch. References used in the preparation of this document are included in Appendix A. Much of this information was gathered from public records and sources maintained by third parties. Although reasonable care was taken to verify this information, GEC does not accept responsibility for errors, omissions, or inaccurate information.

GEC interviewed available individuals identified as having current and historical knowledge of land use, commercial and residential development, and activities and incidents associated with the property. Available individuals include: (1) persons with who contact can be made within reasonable time constraints; and (2) persons willing to share information with interviewers. These individuals were selected based on their employment in state and local government, association with, or proximity to, specific properties, or long-time residence in and knowledge of the area. Significant effort was made to identify and contact individuals possessing direct knowledge of sites; however, no guarantee is made or intended that all individuals with pertinent knowledge of sites were identified and interviewed. Additionally, GEC makes no guarantee that information provided during the interviews is free of errors, omissions, or inaccurate information.

Observations made during GEC's reconnaissance of the property were limited to: (1) sites or portions of sites that were accessible to investigators, and (2) evidence that was visible to the investigators. Observations were based on evidence that was visible to inspectors while walking or driving the property. No ground excavation, vegetation clearing, or physical relocation of obstacles was conducted during site investigations. Accordingly, no guarantee is made or intended that all property conditions were observed.

2.5 Special Terms and Conditions

No special terms or conditions significant with respect to ASTM E 1527-05 standards were made.

2.6 User Reliance

In accordance with ASTM E 1527-05 Section 7.5.2.1, *Reliance*, GEC is not required to verify independently the information provided by various sources but may rely on the information

unless there is actual knowledge that certain information is incorrect or unless it is obvious that certain information is incorrect based on other information obtained during the course of the investigation or otherwise actually known to the investigators conducting the assessment. However, GEC has no indications that the information provided by outside sources is incorrect.

3.0 SITE DESCRIPTION

3.1 Location and Legal Description

The property consists of approximately 732 acres near New Roads, Pointe Coupee Parish, Louisiana (figures 1 and 2). The property is bordered by the Mississippi River to the north and extends, to the south, past LA Hwy 10. The property is bordered by residential development and agricultural fields to the west. Wooded areas and agricultural fields border the eastern section of the property. The property is located near the intersection of Ferry Road and Hwy 10. It is centered at approximately 30.732568 N latitude and 91.415538 W longitude. Land use in the vicinity of the property is cattle ranching, agricultural, and residential.

The legal description was provided by the user from the property title and is included in Appendix B.

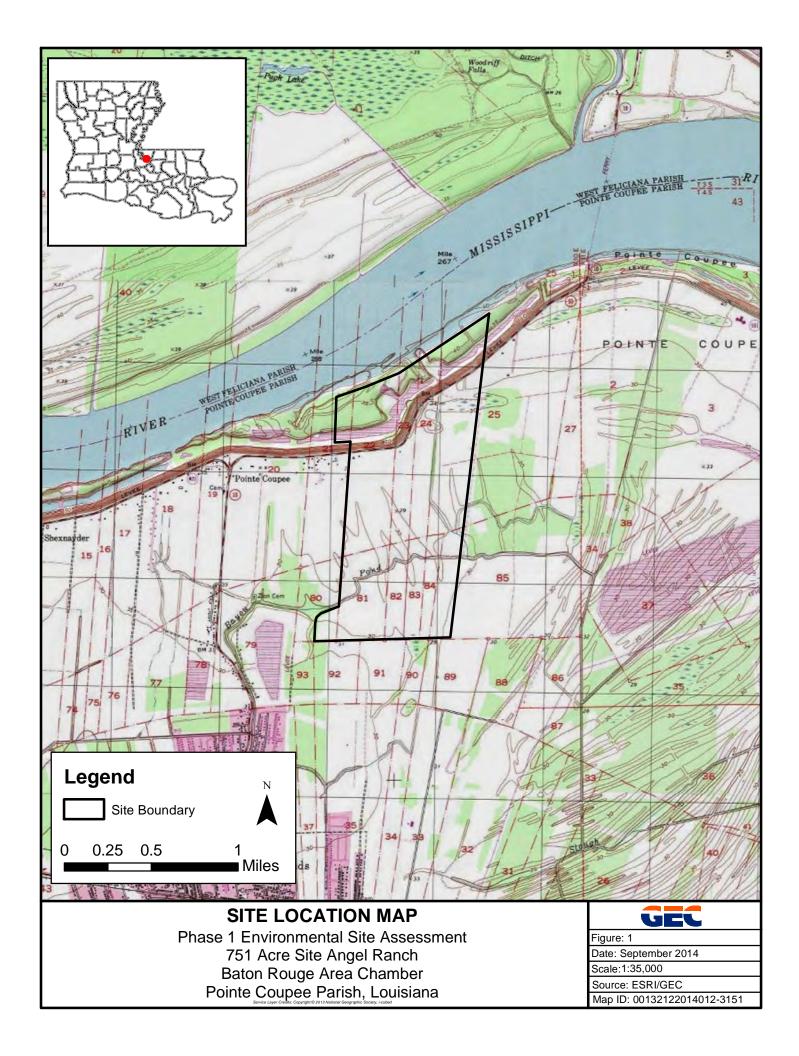
3.2 Site Vicinity and General Characteristics

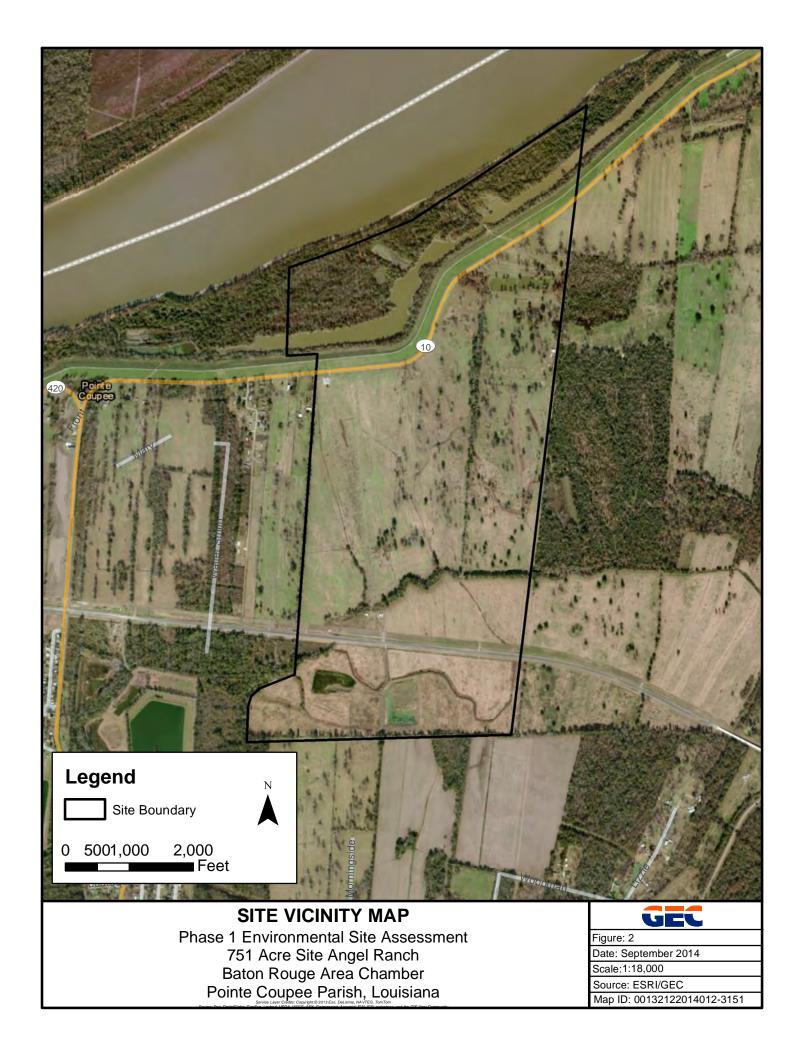
Pointe Coupee Parish is located in central Louisiana adjacent to the Mississippi River north of Baton Rouge. Pointe Coupee Parish is best known for its agriculture, recreation and tourism industries. Agriculture is the largest income-producer in Pointe Coupee Parish, with gross revenues of about \$50 million annually. Pointe Coupee is the top pecan-producing parish in the state. The fastest expanding crops in the parish are sugar cane and cotton while soybeans, corn, wheat and grain sorghum (milo) are other major crops. Livestock production of beef cattle is another major agricultural force in the region.

The property is located near New Roads, Pointe Coupee Parish, Louisiana. The northern portion of the property is bordered by the Mississippi River and is wooded. The southern and eastern portions of the property are bordered by wooded areas and agricultural land. The western boundary consists of wooded areas, agricultural land, and residential development. A cell phone tower and pad is located in the northwestern potion of the property. A 4-acre pond is located in the northeastern corner of the property. Two ponds, 5.1 acres and 9.7 acres, are located in the southern portion of the property. Numerous drains, running north-south and eastwest, are located on the property. Bayou Pond flows east-west through the southern portion of the property is located northeast of the city of New Roads, which is also the parish seat of Pointe Coupee Parish. The New Roads area was settled in the 1720's. The population was 22,499 at the 2010 Census. The subject property is used primarily for cattle ranching and is located near residential properties and agricultural land.

3.2.1 Geologic, Hydrogeologic, Topographic, and Soil Conditions

Geology. The property is located in the Coastal Plain province of southeastern Louisiana. The prominent landforms in this region are natural levees, freshwater and brackish swamp and marsh, and point bars. Subsurface sediments in the vicinity of the project area are typically composed of 60-100 feet of Holocene (0.1 million years ago [Ma] to present) sands and silts overlying Pleistocene (2.0-0.1 Ma) clays. Holocene sediments are thickest in point bar deposits on outside bends of the Mississippi River. Both the Pleistocene and Holocene sediments are





typical of deltaic deposition, and represent a progradation over time from a coastal deltaic environment to a more inland coastal plain regime.

Hydrogeology. The region overlies the Mississippi River Alluvial aquifer, a Pleistocene-aged aquifer found in the floodplain of the Mississippi River. The Mississippi River Alluvial aquifer is hydraulically connected with the Mississippi River and its major streams. Recharge is accomplished by direct infiltration of rainfall in the river valley, lateral and upward movement of water from adjacent and underlying aquifers, and overbank stream flooding. The amount of recharge from rainfall depends on the thickness and permeability of the silt and clay layers overlying it. Water levels fluctuate seasonally in response to precipitation trends and river stages. Water levels are generally within 30 to 40 feet of the land surface and movement is down gradient and toward rivers and streams. Natural discharge occurs by seepage of water into the Mississippi River and its streams, but some water moves into the aquifer when stream stages are above aquifer water levels. The hydraulic conductivity varies between 10 and 530 feet/day. The maximum depths of occurrence of freshwater in the Mississippi River Alluvial aquifer range from 20 feet below sea level, to 500 feet below sea level. The range of thickness of the fresh water interval in the Mississippi River Alluvial aquifer is 50 to 500 feet.

Topography. The property is generally flat with elevations ranging from 5 to 7 feet above mean sea level (MSL), and the general slope of the land is about 0.5 percent. A railroad track located between the two tracts of land is about 7.5 feet high and bordered by two drainage ditches. There is a pond located in the western portion of the western tract and another very small pond is located in the eastern end of the eastern tract. Drainage ditches connect the south railroad drainage ditch to the pond. The north railroad drainage ditch is connected to a ditch that crosses the eastern tract to culverts under Airline Highway.

The property south of the levee is flat, with the exception of turn rows associated with agriculture. The general elevation is 30 feet above mean sea level (msl). Two intermittent drainages cross the property; one in the north-central portion of the property, and one in the southern portion of the property. The levee rises from the property at about 45 feet MSL to about 65 feet MSL. The property slopes steeply from the levee top to the river channel.

Soils. There are two types of soils on the property, Commerce silty clay loam and Mhoon silty clay loam. The eastern tract is primarily Galvez silt loam and Galvez silty loam with a small area of Essen silt loam to the southwest and a small area of Thibaut clay to the southeast. The western tract is primarily Thibaut clay and Galvez silt loam, with smaller areas of Essen silt loam and Galvez silty clay loam to the north of the pond and Galvez silt loam east and south of the pond. Thibaut soils are very deep, poorly drained, and very slowly permeable. Galvez soils are very deep, somewhat poorly drained, slowly permeable soils. All of the soils present on the property are listed on the National and Louisiana Hydric Soil lists.

The major soils include the Commerce silt loam on the northern portion of the property south of the levee, and the Commerce silty clay loam on the southern portion of the property south of the levee. These silty alluvial soils formed on natural levees, are somewhat poorly drained, and found on zero to one percent slopes. Soils in the southeastern portion of the property are classified as Sharkey clay, which is a poorly drained soil that formed on natural levees with zero to one percent slopes. Robinsonville and Commerce soils are present on the batture. These soils were formed on natural levees and are found in areas with zero to three percent slopes. They are occasionally flooded and well drained.

3.3 Current Use of Property

The property is currently used as a cattle ranch.

3.4 Description of Structures, Roads, and Other Improvements Onsite

The property is near New Roads, Louisiana near the intersection of Ferry Road and LA Hwy 10 and is bordered by the Mississippi River to the north. The property is primarily used for cattle ranching. Several old wooden structures and two small stockyards are located on site. Minor drainage canals are located on the property. A large drainage canal is currently being dug, in conjunction with a series of relief wells. Bayou Pond parallels LA Hwy 10 on the property. A cell tower is located on the northwestern portion of the property.

3.5 Current Uses of Adjoining Properties

The property is located near the intersection of Ferry Road and LA Hwy 10. The northern boundary of the property is the Mississippi River. The western border of the property contains a few residential houses and agricultural fields. The property immediately to the east and south are currently used for agriculture.

4.0 USER PROVIDED INFORMATION

As defined in ASTM E 1527-05 Section 3.3.93, *User*, BRAC is the user of this Phase I ESA. GEC conducted the assessment under contract to BRAC.

The user provided GEC with a site map and a legal description of the property.

4.1 Title Records

As detailed in ASTM E 1527-05 Section 6.2, *Review Title and Judicial Records for Environmental Liens or Activity and Use Limitations (AULs)*, land title records should be reviewed in order to determine if environmental liens or activity and use limitations have been recorded against the property. In accordance with the agreement between GEC and BRAC, title records were not reviewed.

The user provided GEC with a site map and a legal description of the property (Appendix B).

4.2 Environmental Liens or Activity and Use Limitations

Geosearch searched federal, state and local databases for sites with CERCLIS (Superfund) liens, federal land use controls, state sites with controls, and Louisiana Department of Environmental Quality liens; none were located within ASTM-recommended search distances of the property. The Geosearch Report is presented in Appendix C.

4.3 Specialized Knowledge

No specialized knowledge regarding environmental conditions was conveyed to GEC.

4.4 Commonly Known or Reasonably Ascertainable Information

No commonly known or reasonably ascertainable information regarding the environmental history of the property was conveyed to GEC.

4.5 Valuation Reduction for Environmental Issues

There is no indication that the property value has been reduced due to perceived environmental concerns.

4.6 Owner, Property Manager, and Occupant Information

The property is owned by Mr. Bob Goodyear. Mr. Goodyear completed an environmental questionnaire for the Angel Branch property. Details of the questionnaire are included in Section 7.0.

5.0 RECORDS REVIEW

In accordance with ASTM E 1527-05 Section 8.0, *Records Review*, GEC conducted a thorough search of federal, state and local government environmental databases to obtain and review records and/or documents that would aid in the identification of known or potential REC sites on or near the property. ASTM E 1527-05 contains a list of records that should be reviewed and the minimum search distance to use.

5.1 Standard Environmental Record Sources

ASTM E 1527-05 Section 8.2.1, *Standard Environmental Record Sources: Federal and State*, requires a review of the following databases and proscribes various search radii:

Federal NPL ¹ Site List	1.0 mi
Federal Delisted NPL Site List	0.5 mi
Federal CERCLIS ² List	0.5 mi
Federal CERCLIS-NFRAP ³ Site List	0.5 mi
Federal RCRA ⁴ CORRACTS ⁵ List	1.0 mi
Federal RCRA Non-CORRACTS TSD ⁶ Site List	0.5 mi
Federal RCRA LQG/SQG ⁷	target/adjoining prope
Federal IC/EC ⁸ Registries	target property
Federal ERNS ⁹ List	target property
State-Equivalent NPL List	1.0 mi
State-Equivalent CERCLIS List	0.5 mi
State Landfill and/or Solid Waste Disposal Site Lists	0.5 mi
State Leaking UST ¹⁰ Lists	0.5 mi
State-Registered UST Lists	target/adjoining prope
State IC/EC Registries	target property
State VCP ¹¹	0.5 mi
State Brownfield Sites	0.5 mi

¹National Priority List

erty

erty

²Comprehensive Environmental Response, Compensation, and Liability Information System

³CERCLIS-No Further Remedial Action Planned

⁴Resource Conservation and Recovery Act

⁵Corrective Action Report

⁶Treatment, Storage, and Disposal Facility

⁷Large or Small Quantity Generator

⁸Institutional Control/Engineering Control

⁹Emergency Response Notification System

¹⁰Underground Storage Tank

¹¹Voluntary Cleanup Program

A summary of potential sites listed in federal and state environmental databases identified by GEC and GeoSearch during the environmental records review are shown in Table 1. The search distances used for the various databases comply with ASTM E 1527-05 Section 8.2.1, *Standard Environmental Record Sources*. GeoSearch reviewed all required databases as well as several that are not required by ASTM within ASTM-recommended search distances. In addition to plottable sites, GeoSearch generated a list of orphan sites. Orphan sites are those sites containing insufficient location information and can only be identified as being within the same zip code(s) as the project. The GeoSearch Report is provided in Appendix C.

Search Radius Last					
Databasa	Aaronym	Locatable	Unlocatable	(Miles)	Updated
Database	Acronym	Localable	Uniocalable	(IVIIIes)	Opualeu
FEDERAL		<u> </u>	<u> </u>	– , ,	4 00 44
Aerometric Information Retrieval	AIRSAFS	0	0	Target and	4-28-14
System/Air Facility Subsystem	DDO	0	0	Adjacent Property	40.04.44
Biennial Reporting System	BRS	0	0	Target and	12-31-11
	0.51			Adjacent Property	
Clandestine Drug Laboratory	CDL	0	0	Target and	09-06-13
Locations EPA docket Data	Deelvete	0	0	Adjacent Property	40.00.05
EPA docket Data	Dockets	0	0	Target and	12-22-05
Federal Frazina aring Institutional	50	0	0	Adjacent Property	01-14-14
Federal Engineering Institutional	EC	0	0	Target and	01-14-14
Control Sites	ERNSLA	0	1	Adjacent Property Target and	07-27-14
Emergency Response	ERNSLA	0	1		07-27-14
Notification System		0	4	Adjacent Property	00.04.40
Facility Registry System	FRSLA	0	1	Target and	08-04-13
Hazardous Materials Incident	HMIRSR06	0	1	Adjacent Property Target and	01-10-14
	HIVIIRSRUD	0	- T		01-10-14
Reporting System	ICIS	0	4	Adjacent Property	00.01.10
Integrated Compliance	ICIS	0	1	Target and Adjacent Property	08-01-12
Information System (Formerly Dockets)				Adjacent Property	
Integrated Compliance	ICISNPDES	0	1	Target and	08-01-12
Information System National	ICISINPDES	0	I	Adjacent Property	06-01-12
Pollutant Discharge Elimination				Adjacent Property	
System					
Land Use Control Information	LUCIS	0	0	Target and	09-01-06
System		U	0	Adjacent Property	03-01-00
Material Licensing Tracking	MLTS	0	0	Target and	01-30-13
System		Ũ	Ū	Adjacent Property	01 00 10
National Pollutant Discharge	NPDESR06	0	0	Target and	04-01-07
Elimination System		Ũ	Ŭ	Adjacent Property	010101
PCB Activity Database System	PADS	0	0	Target and	06-01-13
		Ū,	Ū	Adjacent Property	
Permit Compliance System	PCSR06	0	0	Target and	8-1-12
		Ū,	Ū	Adjacent Property	•••=
RCRA Sites with Controls	RCRASC	0	0	Target and	01-14-14
			-	Adjacent Property	
CERCLIS Liens	SFLIENS	0	0	Target and	06-08-12
			-	Adjacent Property	
Section Seven Tracking System	SSTS	0	0	Target and	12-31-09
		-	-	Adjacent Property	
Toxics Release Inventory	TRI	0	0	Target and	12-31-12
· · · · · · · · · · · · · · · · · · ·		-	-	Adjacent Property	
Toxic Substance Control Act	TSCA	0	0	Target and	12-31-06
Inventory		-	-	Adjacent Property	
No Longer Regulated RCRA	NLRRCRAG	0	0	0.1250	04-10-14

Table 1. Potential Sites Identified in Federal and State Databases

Database	Acronym	Locatable	Unlocatable	Search Radius (Miles)	Last Updated
Resource Conservation & Recovery Act – Generator Facilities	RCRAGR06	0	1	0.1250	04-10-14
Historical Gas Stations	HISTPST	0	0	0.2500	07-01-30
Brownfields Management System	BF	0	0	0.5000	04-15-14
Comprehensive Environmental Response, Compensation & Liability Information System	CERCLIS	0	0	0.5000	10-25-13
Delisted National Priorities List	DNPL	0	0	0.5000	10-25-13
No Further Remedial Action Planned Sites	NFRAP	0	0	0.5000	10-25-13
No Longer Regulated RCRA Non-CORRACTS TSD Facilities	NLRRCRAT	0	0	0.5000	04-10-14
Open Dump Inventory	ODI	0	0	0.5000	06-01-85
Resource Conservation & Recovery Act – Treatment, Storage & Disposal Facilities	RCRAT	0	0	0.5000	04-10-14
Department of Defense Sites	DOD	0	0	1.0000	12-01-05
Formerly Used Defense Sites	FUDS	0	0	1.0000	06-01-14
No Longer Regulated RCRA Corrective Action Facilities	NRRCRAC	0	0	1.0000	04-10-14
National Priorities List	NPL	0	0	1.0000	10-25-13
Proposed National Priorities List	PNPL	0	0	1.0000	10-25-13
Resource Conservation Recovery Act – Corrective Action Facilities	RCRAC	0	0	1.0000	04-10-14
Record of Decision System	RODS	0	0	1.0000	07-01-13
SUB-TOTAL		0	6		
STATE (LA)					
Asbestos Demolition and Renovation Notification Projects	ASBESTOS	0	0	Target and Adjacent Property	12-31-13
Sites With Controls	IC	0	0	Target and Adjacent Property	01-31-14
Listing of Louisiana DEQ Liens	LIENS	0	0	Target and Adjacent Property	08-04-13
Spills Listing	SPILLS	0	1	Target and Adjacent Property	08-15-14
Waste Tire Generator List	WASTETIRE	0	0	Target and Adjacent Property	09-16-14
Dry Cleaning Facilities	DCR	0	0	0.2500	04-14-14
No Longer Reported Underground Storage Tanks	NLRUST	0	1	0.2500	02-01-04
Underground Storage Tanks	UST	0	4	0.2500	09-17-14
Approved Hurricane Debris Dump Sites	ADS	0	1	0.5000	04-02-14
Historical Leaking Underground Storage Tanks	HLUST	0	0	0.5000	03-26-99
Leaking Underground Storage Tanks	LUST	0	0	0.5000	04-03-14
Recycling Facilities	RCY	0	0	0.5000	04-07-14
Solid Waste Landfills	SWLF	0	0	0.5000	04-02-14
Voluntary Remediation Program Sites	VRP	0	0	0.5000	01-31-14
Waste Pits	WP	0	0	0.5000	01-01-99
Confirmed and Potential Sites Inventory	CPI	Ō	Ö	1.0000	09-17-14
SUB-TOTAL		0	7		

Database	Acronym	Locatable	Unlocatable	Search Radius (Miles)	Last Updated
TRIBAL					
Underground Storage Tanks on Tribal Lands	USTR06	0	0	0.2500	10-30-13
Leaking Underground Storage Tanks on Tribal Lands	LUSTR06	0	0	0.5000	10-30-13
Open Dump Inventory on Tribal Lands	ODINDIAN	0	0	0.5000	11-08-06
Indian Reservations	INDIANRES	0	0	1.0000	01-01-00
SUB-TOTAL		0	0		
TOTAL		0	13		

GeoSearch research of the databases indicated zero plottable sites located within a one-mile radius of the property. Thirteen orphan sites were noted in the database review.

These sites are discussed in Section 8.0.

5.2 Additional Environmental Record Sources

ASTM E 1527-05 Section 8.2.2, *Additional Environmental Record Sources*, states that one or more additional state or local sources may be checked to enhance and supplement the federal and state sources identified in ASTM E 1527-05 Section 8.2.1.

GEC reviewed the LDEQ Electronic Database Management System (EDMS) files for information regarding potential REC sites. See Section 8.0 for information.

Water well records obtained from federal and state agencies were reviewed. The well information and a well location map in relation to the property are included in Appendix D with the GeoSearch Report. Five wells were located within a half-mile of the property (Table 2).

Туре	Number of Wells	Depth (ft.)
Domestic	2	128
		1,804
Piezometer	2	60
		70
Heat Pump Supply	1	150
Total	5	

Table 2. Water Wells within a Half Mile of Property

Two wells, owned by the U.S. Corps of Engineers, were located along the western edge of the property and just outside of the northeastern property line. These wells are 60 feet deep and 70 feet deep and their use is described as piezometer. One well, located to the west of the property line, was listed as heat pump use and is 150 feet deep. Two domestic supply wells are located within a half mile radius of the property were reported. One, to the northwest of the property, is 1,804 feet deep. The other well is located south of the property and is 130 feet deep. None of the five wells were reported as plugged.

A review of LDNR's oil and gas database (Appendix D) indicated that two wells existed on site and one existed to the southwest within the ½ mile search radius. One of the wells had four different site ID numbers. The Oil and Gas Research is included in Appendix D.

GEC reviewed the National Pipeline Mapping System's Public Viewer for pipeline information. The nearest pipeline is approximately 0.2 miles away according to NPMS pipeline mapper. The property is near two state highways. These factors present potential risk for environmental concern to the property should there be a spill or release in the vicinity. However, based on findings of this ESA, GEC does not recommend further investigation of this property at this time.

5.3 Physical Setting Sources

GEC researched historical quadrangles for structures, mines, quarries, clearings, wells, and land use in order to: (1) ascertain historical development of the project area, and (2) identify indications of possible RECs.

In accordance with ASTM E 1527-05, a current USGS 7.5-Minute Topographic Map (Figure 1) was utilized as the primary physical setting source. Additional sources were utilized to ascertain the geologic, hydrogeologic, hydrologic, and topographic conditions of the project (Appendix D). The sources include the following:

American Soil Conservation Service (ASCS) Historical Aerial Photographs; Louisiana Department of Transportation and Development Historical Aerial Photographs; Louisiana Oil Spill Coordinator's Office (LOSCO) Historical Aerial Photographs; USDA Historical Aerial Photographs; USGS 7.5-Minute Historic Topographic Quadrangle Maps; and USGS 15-Minute Historic Topographic Quadrangle Maps.

5.4 Historical Use Information on Property and Adjoining Properties

5.4.1 Historical City Directories

GEC requested GeoSearch to conduct a search for available city directories with coverage in the vicinity of the property. Four city directories with coverage near the property were located. Documentation of the historical city directory search is included in Appendix D.

5.4.2 Fire Insurance Maps

Founded in 1867, the Sanborn Fire Insurance Company produced Sanborn[®] Fire Insurance Maps that document the historical property use of over 12,000 American towns and cities. Known for their tremendous details of size, material composition and minute construction elements of buildings as well as property boundaries and street widths, Sanborn[®] maps provide a valuable tool for completing an ESA in that land use of a property can be monitored in depth over a long period of time. No fire insurance maps with coverage of the property were located.

5.4.3 Historical Topographic Maps

GEC researched USGS historical topographic maps dating back to 1953 (Appendix E). The property is located on the St. Francisville, Louisiana 7.5-minute series topographic maps. Maps from 1953, 1962, 1962 (photorevised 1980), 1962 (revised 1994), and 1996 were reviewed:

1953. The 1953 7.5-minute series map depicts the property as generally unimproved. Structures are shown in the northern portion of the property, south of Ferry Rd. A pond is mapped in the northeastern portion of the property.

1962. The 1962 7.5-minute series map shows little change from 1953.

1962 Photorevised 1980. The 1962 Photorevised 1980 7.5-minute series map shows the property similar to 1961. One more structure is mapped in the northern portion of the property.

1962 Revised 1994. The 1962 Photorevised 7.5-minute series map shows little change from 1980.

1996. The 1996 7.5-minute series map shows few changes from 1994.

5.4.4 Historical Aerial Photographs

Historical aerial photographs for the years 1941, 1952, 1962, 1978, 1983, 1998, 2007, and 2013 were analyzed for information about the site history of the property. The historical aerial photographs obtained from GeoSearch are included in Appendix F. Findings are summarized below:

1941. The property is partially wooded, especially in the south. Ferry Rd. is visible paralleling the Mississippi River. Residential structures are visible to the south of Ferry Rd.

1952. The 1952 aerial photograph is similar to the 1941 photograph, although there are more residential structures along Ferry Rd.

1962. The 1962 aerial photograph depicts the property and surrounding areas in similar condition to the 1952 photography. Some of the wooded areas, in the west, have been cleared. On the northern portion of the property, several structures are no longer visible.

1978. Unreadable.

1983. The 1983 aerial photograph shows much of the property has been cleared. Small dirt roads are present on the property. Most of the structures are no longer visible.

1998. The 1998 aerial photograph shows even more of the property has been cleared. The pond, in the northeast portion of the property, has been enlarged. The photograph also shows the drains associated with the pond have also been enlarged.

2007. The 2007 photograph depicts the northern pond dry. More structures are visible on the western portion of the property. LA Hwy 10 is visible. The portion of the property north of the levee is shown to contain more land. A cell phone tower pad is also visible on the northeastern portion of the property. A barge can be seen in the Mississippi River.

2013. The 2013 photograph shows two ponds on the southern portion of the property. The pond on the northern portion of the property is again filled with water.

6.0 SITE RECONNAISSANCE

In accordance with ASTM E 1527-05 Section 9.0, *Site Reconnaissance*, field investigations were conducted in order to inspect the property and surrounding areas for structures, oil and gas exploration and production, land use, runoff patterns, and indications of environmental impacts. The investigation was conducted October 1, 2014. Photographs from the investigation are presented in Appendix G.

6.1 Methodology and Limiting Conditions

The property was investigated in order to identify potential RECs, current and historical, that have, or may have in the past, adversely impacted environmental conditions at the property. ASTM E 1527-05 Section 9.0, *Site Reconnaissance*, addresses aspects of site field investigations. GEC, as described in this report, has investigated the property for potential RECs based on information gathered during historical research, the environmental database review, interviews with pertinent personnel, and field reconnaissance in accordance with ASTM E 1527-05 standards, as applicable and appropriate.

Observations made during GEC's reconnaissance of the property were limited to: (1) portions of the site that were accessible to investigators, and (2) evidence that was visible to the investigators. Observations were based on evidence that was visible to inspectors while driving the property. No ground excavation, vegetation clearing, or physical relocation of obstacles was conducted during site investigations. Accordingly, no guarantee is made or intended that all property conditions were observed.

6.2 General Site Setting

ASTM E 1527-05 Section 9.4.1, *General Site Setting*, addresses current and past use of the property being assessed, adjoining properties, and surrounding area. The property is 732 acres located near New Roads, Louisiana. Land use in the vicinity of the property (Figure 2) is mixed agricultural, residential, commercial, and industrial.

6.3 Exterior Observations

The property is currently used as a cattle ranch by the owner. A 4-acre pond is located in the northwestern portion of the property. To the south of the pond a drain is being enlarged in conjunction with relief wells being installed by the levee. Two ponds are located in southern portion of the property. The westernmost pond is 5.1 acres and easternmost pond is 9.7 acres. Various wooden structures, associated with ranching, were observed on the property. These structures appear to be used for feeding, watering, and care of cattle. A cell phone tower is located in the northeastern corner of the property. Small buildings and propane storage tanks, associated with the operation of the cell tower, are also present on site. The northernmost portion of the property is bisected by the levee. The property to the north of the levee is wooded.

6.3.1 Pits, Ponds, or Lagoons

Three ponds are located on the property. A 4-acre pond is located on the northeastern portion of the property. Two ponds are located in the southern portion of the property. The Westernmost pond is 5.1-acres and the westernmost pond s 9.7-acres.

6.3.2 Stained Soil or Pavement

No stained soil or pavement was observed during the site reconnaissance.

6.3.3 Stressed Vegetation

Dead vegetation was observed along the fence line of the eastern border of the property. These areas appeared to have been sprayed with herbicide for maintenance purposes.

6.3.4 Solid Waste

Farm equipment, an empty 55-gallon drum, and five gallon buckets were observed on the northeastern portion of the property.

6.3.5 Wells

No wells were observed on the property.

6.3.6 Septic Systems

No septic systems are present on the property.

6.3.7 Oil and Gas Drilling Activities

There was no evidence of current or past oil or gas drilling activities observed on the property. A review of LDNR's oil and gas database (Appendix D) indicated that two wells existed on site and one existed to the southwest within the ½ mile search radius. One of the wells had four different site ID numbers.

6.3.8 Storage Tanks

One diesel storage tank was observed on the property.

6.3.9 Odors

No strong, pungent, or noxious odors were detected on the property during the site reconnaissance.

6.3.10 Pools of Liquid

No pools of liquid were observed on the property.

6.3.11 Drums and Containers

Several five gallon buckets of hydraulic oil and one empty 55-gallon drum were observed.

6.3.12 Unidentified Substance Containers

No unidentified containers were observed on the property.

6.3.13 Polychlorinated Biphenyls (PCBs)

Several pole-mounted transformers were observed adjacent to the property along Ferry Rd and LA Hwy 10. Electrical transformers may contain oil with PCBs as an additive. It is not known whether these transformers contain PCBs. The transformers appeared to be maintained, showed no signs of corrosion, and no evidence of discharge of PCBs to the surrounding environment was observed.

6.4 Interior Observations

No structures with interior spaces are present on the property.

7.0 INTERVIEWS

Mr. Bob Goodyear, the owner, was interviewed by a GEC staff member, on October 1 and 23, 2014. Mr. Goodyear was not aware of any spills or other incidents that might have affected environmental conditions at the property or at adjacent properties. He indicated that the property was being used for farming and cattle ranching for almost 100 years. Mr. Goodyear stated that he had no knowledge of any pits, lagoons, stained soil, or storage tanks anywhere on the property. A 4-acre pond is located in the northeast corner of the property. Two ponds, 5.1 acres and 9.7 acres, are located in the southern portion of the property. In addition, he was not aware of any spills or other incidents that would cause an environmental concern at the property. Appendix H contains the environmental questionnaire completed by the owner.

8.0 FINDINGS

As defined in ASTM E 1527-05 Section 1.1.1, REC means:

The presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property.

8.1 Potential REC Sites Outside Target Property Limits

GEC noted 13 unlocatable potential REC sites outside the property boundaries in the course of its review of federal, state, and local environmental databases; historical research; interviews; and site investigations. It is GEC's opinion that none are likely to have adversely impacted environmental conditions at the subject property.

Unlocatable Sites

GEC performed additional research for unlocatable sites. Information gleaned from the LDEQ EDMS database identified most of the unlocatable sites, as well as internet searches and observations during the site investigation. Of the 13 unlocatable sites, all were determined to be located beyond the ASTM radius search and are not relevant to this environmental site assessment.

8.2 RECs at Target Property

GEC did not identify any potential RECs within the property boundaries in the course of its review of federal, state, and local environmental databases; historical research; interviews; and site investigations.

9.0 OPINION

Through the review of federal, state, and local environmental databases, historical research, interviews, and site investigations, no RECs were noted on or in the vicinity of the property. Based upon the findings of this ESA, GEC does not recommend further investigation of the property at this time.

9.1 Data Gaps

Data gaps are defined in ASTM E 1527-05 Section 3.2.20, *data gap*, as a lack of or inability to obtain information required by this practice despite *good faith* efforts by the *environmental professional* to gather such information. No data gaps were encountered during this assessment.

10.0 CONCLUSIONS

GEC has performed this Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM E 1527-05 for approximately 732 acres of the Angel Ranch property located in Point Coupee Parish, Louisiana. Any exceptions to, or deletions from this practice are described in Section 2.4, Limitations and Exceptions, of this report. This assessment has revealed no evidence of on or off site RECs that are likely to have impacted environmental conditions at the property. No further investigation is recommended.

11.0 DEVIATIONS

Based on the scope of the project, GEC believes an appropriate inquiry level was utilized for the assessment. GEC complied with the standards specified in ASTM E 1527-05, when reasonably ascertainable. As provided for in ASTM E 1527-05 Section 4.5.2, *Not Exhaustive*, GEC did not perform an exhaustive assessment of observably clean portions of the property. Additionally, and as described in sections 4.0 and 6.0 of the report, certain observation limitations were encountered as noted.

12.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312. I have the specific qualifications based on education, training, and experience to assess a property of the nature,

history, and setting of the subject property. I have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

ALCAL				
Signature	Vale C Carts			
Name	Cade E. Carter, Jr., P.E.			
Organization	G.E.C., Inc.			
Date	October 23, 2014			

13.0 QUALIFICATIONS OF ENVIRONMENTAL PROFESSIONAL

13.1 Cade E. Carter, Jr., P.E.

Mr. Carter is an environmental engineer with over 25 years of experience in planning, coordination, and consulting services on federal and state regulatory compliance issues for numerous governmental and private clients. Environmental projects completed include:

Environmental Site Assessments – Numerous assessments for commercial, industrial and governmental clients nationwide to evaluate the presence of hazardous substances and petroleum products in accordance with ASTM Standard E 1527-00 and 1527-05, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process,* and ASTM Standard E 1903-97, *Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessments: Phase II Environmental Site Assessment Process.*

Mr. Carter is a licensed professional engineer in Louisiana (license number 22801). Mr. Carter is also trained in HAZWOPER in accordance with 29 CFR 1910.120. He completed both the 40-hour training and the 8-hour supervisor training in 1990 and maintains training through the yearly eight-hour refresher course.



REFERENCES

REFERENCES

AMERICAN SOCIETY FOR TESTING AND MATERIALS

ASTM. 2005. Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, ASTM Standard E 1527-05.

LOUISIANA STATE GOVERNMENT

Louisiana Department of Environmental Quality

Inactive and Abandoned Sites List, updated quarterly.

Leaking Underground Storage Tanks (LUST) Database, updated quarterly.

Listing of Institutional and/or Engineering Controls (AUL) Database, updated quarterly.

Solid Waste Landfill (SWL) Database, updated annually.

Underground Storage Tank (UST) Database, updated quarterly.

Voluntary Remediation Program Sites (VCP) Database, updated quarterly.

Brownfields, updated quarterly.

Louisiana Geological Survey

Generalized Geologic Map of Louisiana. Revised 2010.

Louisiana Oil Spill Coordinator's Office

Aerial photograph. LOSCO. Pointe Coupee Parish, 2-4-1998.

UNITED STATES GOVERNMENT

Environmental Protection Agency

Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database, updated quarterly.

Emergency Response Notification System (ERNS) Database, updated annually.

Engineering Controls Sites List (US Eng Controls) Database, updated quarterly.

Institutional Controls Sites List (US Inst Control) Database, updated quarterly.

National Priorities List (NPL) Database updated quarterly.

National Priorities List Deletions (Delisted NPL) Database, updated quarterly.

No Further Remedial Action Planned (NFRAP) Database, updated quarterly.

RCRA Generator Database, updated quarterly.

RCRA Treatment, Storage, and Disposal (TSD) Database, updated quarterly.

RCRA Corrective Action Sites (CORRACTS) Database, updated quarterly.

Department of the Interior

Aerial Photography – USGS. Pointe Coupee Parish, 6-16-07.

Aerial Photography – USGS. Pointe Coupee Parish, 10-26-83.

Aerial Photography – USGS. Pointe Coupee Parish, 02-11-62.

Aerial Photography – USGS, Pointe Coupee Parish, 03-26-52

7.5-Minute Series Quadrangle, USGS, New Roads, Louisiana, 1953, 1962, 1962 Photorevised 1980, 1994, 1996.

USGS – Geology Map, Pointe Coupee Parish, LA.

USFWS – NWI Map, Pointe Coupee, LA.

Department of Agriculture

Aerial Photography, USDA. Pointe Coupee Parish, 2013.

Aerial Photograph. ASCS. Ascension Parish, 1-11-57.

Aerial Photograph. ASCS. Pointe Coupee Parish, 05-14-41.

Soil Survey of Pointe Coupee and West Baton Rouge Parishes, Louisiana. USDA-SCS. 3-82.

NRCS - Soil Map, Pointe Coupee Parish, LA.

FEMA

FEMA map, Pointe Coupee, LA.

National Aeronautics and Space Administration

Aerial photograph. NASA, Pointe Coupee Parish, 10-08-78.

OTHER

Census Viewer http://censusviewer.com/city/LA/St.Gabriel

National Pipeline Mapping System https://www.npms.phmsa.dot.gov/PublicViewer/

Appendix B

TITLE DOCUMENTATION

OWNERSHIP

Title Run By: <u>Jennifer</u>	Tassin	Date: 9/18/2014		
FOR OFFICE USE ONLY LOCATE LINES	REFNO		APRE?	
FIELD	UNIT			
Sec 23, 24, 25, 82,	Twnsp_4S RNG 10	E Parish Pointe Cour	bee	
Sec <u>83, 84, 85</u>	Twnsp 4S RNG 1	0E Parish Pointe Co	upee	
Sec Twnsp	RNG	Parish		
TOTAL TRACT <u>Approx.</u> DESCRIPTION: See attached Exhibit A				
TYPE OWNERSHIP: SU	RFACE X FEE			
OWNER(S): Mary Ann Schexnayder G	oodyear, et al.		% INTEREST	
COMPLETE IF FEE OWN	IER			
IBP Leased Ope	n Lease Date	Lease Term	RX DATE	
easehold Owner				
OTES: <u>SEE ATTACHED EX</u> SEE ATTACHED EXHIBIT B FO FOR SUMMARY OF TITLE, SE	(HIBIT A FOR PROPERTY D			

Surface Ownership

Assessment numbers 00277335 and 00309900 are owned 100% surface by Mary Ann Schexnayder Goodyear.

Assessment number 00277340 is owned 50% surface by Mary Ann Schexnayder Goodyear and 50% surface by Lynelle Schexnayder Gay.

MINERAL OWNERSHIP

	OWNER	MINREF/AC	RES % INTEREST
N/A			
		1	1
PD Leased	One Leave Date	-	
BP Leased	Open Lease Date	Lease Term	_ RX DATE
easehold Owner:	N/A		
OTES: <u>N/A</u>			

Pointe Coupee Current Assessment Listing

such barry adomation ton are accessive or others to charge and should be ventical by contacting our other in 22 barts 5077

Parcel# 00277335

00211333

Primary Owner GOODYEAR, MARY ANN S

10534 POINTE COUPEE ROAD NEW ROADS LA 70760

Ward 05

Real Estate

Legal

378.54A: TR. A CRAFT SURV. FRT. MISS RIV., IN SECS. 23,24,82,83,84 & PORT OF SECS 25 & 85, T4S,R10E WITH ALL BATTURE, ALLUVION & ACCRETION IN FRT N-MISS. RIV., E-LYNELL GAY, S-HAMILTON GRAY, ET AL, W-LYNN SCHEXNAYDER, LESS: TR. CONT. 9.7A ON W BOUND. LN. OF TR. A SOLD & LESS 1/2 INT. IN TR. LYING WITHIN CONFINES OF CATCH LOT & CATCH PEN OF TR. A; CB 358, E-150; MAP BOOK 3, MAP 56.

Physical Address

Parcel Items

Property ClassAssessed	ValueUnits Homestead	t
AG. LAND 2	9,760 348.54 ()
TIMBER 1	1,160 30.00)
TOTAL	0,920378.54)

Ownership History

Homestead?NamePrimary?% Ownership% TaxFromToNOGOODYEAR, MARY ANN SYES100.0000100.00003/20/2002

Location

SubdivisionBlockLotSectionTownshipRangeTract NO SUB

PARISH

Millage	Mills	Taxpayer Tax	Homestead Tax	
ATCHAFALAYA LEVEE DISTRICT	4.0400	44.12	2.00.00	
FIRE DISTRICT 5	5.0000	54.60	0.00	
LAW ENFORCEMENT DISTRICT	15.3900	168.06	0.00	
LIBRARY MAINTENANCE TAX	4.0300	44.00	0.00	
PARISH ASSESSMENT DISTRICT	2.6500	28.93	0.00	
PARISH TAX	3.4200	37.35	0.00	
PARISH WIDE SCHOOL	4.5400	49.58	0.00	
SPECIAL PARISH WIDE SCHOOL	11.9600	130.60	0.00	
TIMBER TAX	0.0000	2.40	0.00	
TOTALS	51.0300	559.64	0.00	

Pointe Coupee Current Assessment Listing

NOTE: The operant assessment listing information one are accessing to ophreat to a lunger and should be verified by confacting our office at 22% (38-507)

Parcel# 00277340

Primary Owner GOODYEAR, MARY ANN S

10534 POINTE COUPEE ROAD NEW ROADS LA 70760

05

Real Estate

Legal

THAT PORT. OF TRACT A, CRAFT SURVEY WHICH LIES WITHIN THE CONFINES OF THE CATCH LOT & CATCH PEN OF TRACT A CB 358, E-150

Physical Address

Parcel Iteus

Property ClassAssessed	ValueUnitsHom	estead
AG. LAND 2	30 1.00	0
TOTAL	30 1.00	0

Ownership History

Homeste	ad?Name	Prima	ry?% Owners	hip% Tax	From	То
NO	LYNELLE S. GAY	NO	0.0000	0.0000	3/20/20	02
NO	GOODYEAR, MARY ANN	SYES	100.0000	100.000	03/20/20	02

Locations

SubdivisionBlockLotSectionTownshipRangeTract NO SUB

PARISH

Millage	Mills	Taxpayer Tax	Homestead Tax	
ATCHAFALAYA LEVEE DISTRICT	4.0400		0.12	0.00
FIRE DISTRICT 5	5.0000		0.15	0.00
LAW ENFORCEMENT DISTRICT	15.3900		0.46	0.00
LIBRARY MAINTENANCE TAX	4.0300		0.12	0.00
PARISH ASSESSMENT DISTRICT	2.6500		0.08	0.00
PARISH TAX	3.4200		0.10	0.00
PARISH WIDE SCHOOL	4.5400		0.14	0.00
SPECIAL PARISH WIDE SCHOOL	11.9600		0.36	0.00
TOTALS	51.0300		1.53	0.00

Pointe Coupee Current Assessment Listing

NOTE. The current investing a formation for an aversing is object to denge and sound for vertically consisting on other at 2254/08/7077

Parcel# 00309900

Primary Owner

GOODYEAR, MARY ANN SCHEXNAYDER 10534 POINTE COUPEE ROAD

NEW ROADS LA 70760

05 Type

Real Estate

Legal

291 ACRES:1) 9 ACRES IN SEC. 82, T4S,R10E, BEING ON WEST SIDE OF BAYOU PONT & BOUNDED ON W BY LAND FORMERLY OF MCGINTY AND ON THE NORTH BY LAND FORMERLY OF JOHN BURKE (2) TRACT FRT. 1 ARP. ON MISSISSIPPI RIVER X 40 ARPS. BOUNDED BY LEDOUX HEIRS, ABOVE-LOT 2 OF OLD SCOTT PLTN.

(3) TRACT FRT. MISSISSIPPI RIVER X 40 ACRES ONE SIDE-PROVOSTY HEIRS, OTHER SIDE-STEWART LEE LESS: 75A RESERVED MY MCGINTY; CB 489, E-070; CB 491, E-117; MAP BOOK 4, MAP NO. 938

Physical Address

Parcel Items			
	unlinite Hamon	tood	
AG, LAND 2 3.6	10 129.00	0	
-,-	70 10.00	0	
	70 25.00	0	
	50 42.00	0	
	50 85.00	0	
	50291.00	0	
Decab			
Deed# Type Date	Amount Book		
491,117Trust Distribution7/9/200			
489,70 Trust Distribution4/8/200	0.00 489	70	
Ownership History			
Homestead?Name	and the state of the state	Primary?% Owners	
NO GOODYEAR, MARY			100.00007/9/2003
NO SCHEXNAYDER, LY		NO 100.0000	100.00003/20/20027/9/2003
NO GERTRUDE SCHEXM	AYDER TRUST	NO 0.0000	0.0000 3/20/20027/9/2003
Locations			
SubdivisionBlockLotSectionTo	wnshipRangeTr	act	
NO SUB 22 4	10		
NO SUB 81 4	10		
PARISH			
Millage	tills Taxo	ayer Tax Homes	tead Tax
ATCHAFALAYA LEVEE DISTRICT	4.0400	26.87	0.00
FIRE DISTRICT 5	5.0000	33.25	0.00
LAW ENFORCEMENT DISTRICT	15,3900	102.35	0.00
LIBRARY MAINTENANCE TAX	4.0300	26.80	0.00
PARISH ASSESSMENT DISTRICT	2.6500	17.63	0.00
PARISH TAX	3.4200	22.75	0.00
PARISH WIDE SCHOOL	4.5400	30.19	0.00
SPECIAL PARISH WIDE SCHOOL	11.9600	79.53	0.00
TIMBER TAX	0.0000	5.36	0.00
TOTALS	51.0300	344.73	0.00

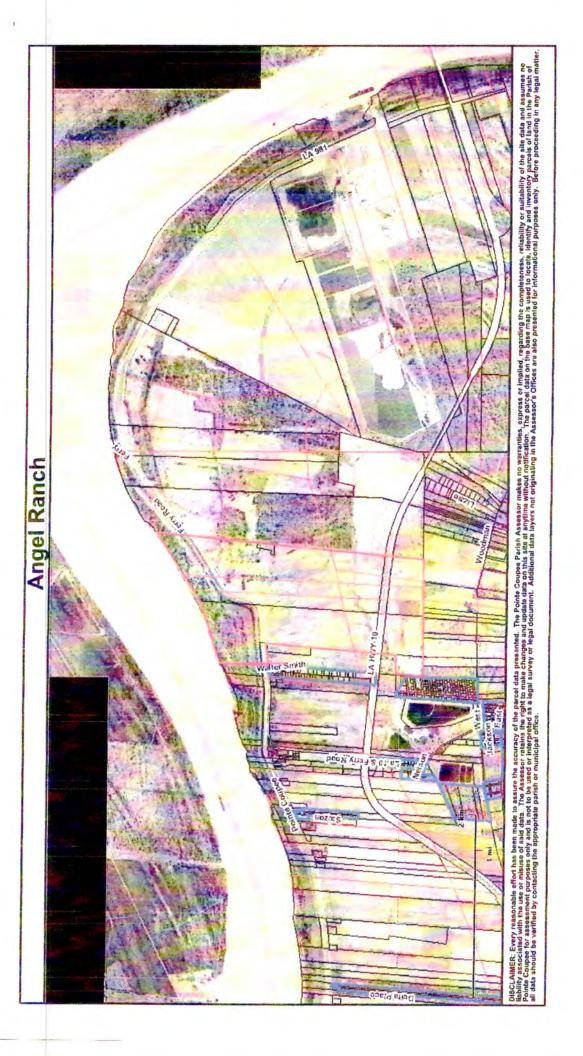


Exhibit A

Description of Property

- Assessment # 00277335- 378.54 acres known as Tract A on Toxie Craft Survey recorded in Map Book 3, Entry 56 more particularly described as fronting the Mississippi River in Sections 23, 25, 82, 83, 84, and portions of Sections 25 and 85, in Township 4 South, Range 10 East with all batture, alluvion and accretion in front of the Mississippi River, bounded on the East by Lynell Gay, South by Hamilton Gray, et al., West by Lynn Schexnayder, <u>LESS</u> Tract containing 9.7 acres on west bound line of Tract A sold and <u>LESS</u> ½ interest in Tract lying within the confines of the catch lot and catch pen of Tract A.
- 2. Assessment # 00277340- That portion of Tract A on Toxie Craft Survey which lies within the confines of the catch lot and catch pen of Tract A.
- 3. Assessment # 00309900- 291 acres being three tracts described as follows:
 - a. Tract 1-9 acres on Section 82, Township 4 South, Range 10 East, being on the West side of Bayou Point and bounded on the West by land formerly of McGinty and on the North by land formerly of John Burke.
 - b. Tract 2- Tract fronting 1 arpent on Mississippi River by 40 arpents, bounded by Ledoux Heirs, and above by Lot 2 of the old Scott Plantation.
 - c. Tract 3- Tract fronting the Mississippi River by 40 acres, bounded on one side by Provosty Heirs, the other side by Stewart Lee, <u>LESS</u> 75 Acres reserved by McGinty.

Exhibit B

Notes

- 1. Title was run for surface ownership only.
- 2. The Vendor, Mortgage and Suit records for have been researched for the current land owners. Title research was started on 8/11/1990, being the date of death of Mrs. Gertrude Langlois Schexnayder, wife of Lynn J. Schexnayder. The next links back were in 1955 when Mr. Schexnayder acquired some of the subject property and in 1973 when Mrs. Schexnayder acquired the rest of the subject property. A list of all acquisition deeds of the people previously named is included with this report, as well as copies. Please note the Vendor indices have been checked for servitudes only from 1955 for Mr. & Mrs. Lynn Schednayder, and from 1938 when Mr. Antoine Langlois, and wife Lizzie Hess Langlois, acquired some of the subject property.
- There is provided herein, a list of all maps involving the subject property. These maps can be copied upon request.
- 4. There is provided herein, a list of all servitudes and right-of-ways involving the subject property of the people who were researched. There is included in this list any servitude/ROW that was listed on a sale found while running these tracts. Copies are also provided. Abstractor cannot guarantee ALL servitudes/ROW's have been located as title research was only started in 1990, with the current land owners. However, the vendor indices have been checked for past owners for servitudes/ROW's.
- 5. Mortgages were checked on Lynn J. Schexnayder, Mary Ann Schexnayder Goodyear, and Lynelle Schexnayder Gay. None were found for Lynn or Lynelle in the time frame title was researched. Mary Ann Schexnayder Goodyear had one mortgage on the subject property. This mortgage was cancelled and a copy of the mortgage and cancellation is provided.
- 6. There are numerous servitudes that have expired. They are included for informational purposes.
- 7. Upon the death of Mrs. Gertrude Langlois Schexnayder, Mr. Lynn J. Schexnayder remarried. His wife at his death was Mrs. Rosemary Grezaffi Smith.
- 8. Oil and Gas leases were not researched, except for the last 10 years. Abstractor was informed there was no production on the property and mineral ownership research was not conducted. There is a Memorandum of Oil and Gas Lease filed in COB 576 Entry 183 that appears to have a 3 year primary term. It is dated 6/3/2011 and should expire 6/2/2014. A copy has been provided for informational purposes.
- 9. There is a Certified Site Memorandum of Agreement filed in COB 609 Entry 2. A copy has been provided for informational purposes.
- 10. There is an Order of Expropriation and Civil Suit affecting a portion of the property. A copy of the Order has been provided, as well as, the petition for the Civil Suit, for informational purposes. A full copy of the suit can be provided upon request.
- 11. There were no restrictive covenants found.

Exhibit C

Book	Type of	Date/Instrument	GRANTOR	DEMARKS	
Page		Date/Recorded	GRANTEE	REMARKS	
358		7/16/1991	Succ. Of Gertrude Langlois Schexnayder	Gertrude Langiois Schexnayder Testamentary	
703	Judgment of Possession Entry 150	7/16/1991		Trust for a portion of the subject property. Mary Ann S. Goodyear to receive surface of a portion of the subject property, subject to Lynelle S. Gay owning ½ interest in the catch and lot pen located on the portion owned by Mary Ann S. Goodyear.)	
				See Probate No. 25,737 for more information.	
489	Judgment of	4/8/2003	Succ. Of Lynn J. Schexnayder	Various tracts of land. (All interest to Ma Ann S. Goodyear, subject to Lynelle S. G owning ½ interest in the catch and lot pe	
243	Possession Entry 070	4/8/2003		located on the portion owned by Mary Ann S. Goodyear.)	
_				See Probate No. 35,869 for more information.	
491	Notarial Act Partially Terminating	4/30/2003	Gertrude Langlois Schexnayder Testamentary Trust	¹ / ₂ interest owned by trust to Mary Ann S. Goodyear, subject to Lynelle S. Gay owning	
352	Trust and Distribution of Trust Property Entry 117	7/9/2003	Mary Ann S. Goodyear, et al.	Various other tracts also.	
492		8/29/2003	Mary Ann S. Goodyear, et al.		
742	Act of Correction Entry 261	9/8/2003		Correction of COB 491 Entry 117	

List of Maps

- 1. COB Q Entry 1081
- 2. Map Book 2 Entry 28
- 3. Map Book 3 Entry 56
- 4. Map Book 4 Entry 938
- 5. Map Book 5 Entry 861

List of Rights of Ways, Servitudes and Easements

- 1. COB O Entry 1915- ROW to Pointe Coupee Electric Membership Corporation
- 2. COB Q Entry 2541- Agreement with Gulf States Utilities Company
- 3. COB 38 Entry 107- Lease to Paul Lambert
- 4. COB 40 Entry 310- ROW to Dept. of Highways for State of Louisiana
- 5. COB 44 Entry 246- ROW to Dept. of Highways for State of Louisiana
- 6. COB 44 Entry 437- ROW to Dept. of Highways for State of Louisiana
- 7. COB 45 Entry 178- Borrow Pit Agreement to Dept. of Highways for State of Louisiana
- 8. COB 57 Entry 350- Lease to Avoyelles Broadcasting Corporation
- 9. COB 117 Entry 207- Servitude Agreement to Gulf States Utilities Company (Map Attached)
- 10. COB 145 Entry 4- Lease Agreement to Progressive Broadcasting Corporation
- 11. COB 357 Entry 146- Cash Sale of Tower to Advanced Communication Services, Inc.
- COB 357 Entry 147- Lease to Advanced Communication Services, Inc. (Cancelled in COB 426 Entry 153.)
- 13. COB 426 Entry 152- Land Lease Agreement to Pinnacle Towers, Inc. (Map Attached) (Amended in COB 430 Entry 54.)
- 14. COB 540 Entry 107- Memorandum of Land Lease Agreement to Verizon Wireless Personal Communications, LP, d/b/a Verizon Wireless.

Servitudes/ROW

That he is one of the witnesses to the signature (a) of the grantor (a) in the aforegoing act, and the other witness is Stella Hougeot, that the said act was signed by the grantor in his presence and in the presence of said other subscribing witness; and that the signature of grantor (a), as well as that of said other subscribing witness and affiant are grauine and that said act was signed after due reading, and for the purpose stated therein.

Sud. Norman H. Muntgomery Jign Mornan H. Monigomery Jign three of stitesting witness (Seal) Truly recorded Hay 17, 1939. Jign J. Thos. Jewell, Notery Public My. Clerk of yourt.

Sgd. Lizzie Langlois (1.s.)

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Contract of the second s

No. 1918.

Truly recorded May 17, 1939.

particularly described as follows;

In granting this essement it is understood that at pole locations, only a single pole and appurtanances will be used, and that the location of the poles will be such as to form the least possible interforence to furm operations, so long as it does not materially increase the cost of construction.

the undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and lions of whatsoever

the character except those held by the following persons: It is further understood that, whenever necessary, words used in this instrument in the singular shall be contrued to read in the plural and that words used in the manouline gender shall be construed to read in the fominine. In Witness Whereof, the granter has set his hand and seal this 6th day of March 1939.

Witness: Sgd. Stella Hougeot " Norman H. Kontgomery State of Louisiana

Sworm to and subscribed before me this 9 day of Herch A. D. 1939. Bign. J. T. Those J. 1939. Sworm to and subscribed before me this 9 day of Herch A. D. 1939. Bigd. J. Those (Seal) Truly recorded Key 17, 1939.



٠. . 5 wight Of Way Easement

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wight Of Way Essenant State of Louisiana Parish of Pointe Coupes Encow all Man By These Presents: That J. W. Selbert, Jr. (hereinafter celled the "grantor") of the Parish of Pointe coupes, State of Louisians, for a good and valuable consideration the receipt whereof is hereby acknuwled;ed, do hereby grant unto Pointe coupes Histiris rembership Corporation, a corporation whose post office address is New Moads, Louisians, and to its successors or assigns, the right to enter upon the lunds of the grantor situnted in the Parish of Pointe Ucupes, State of Louisians, and more pariloularly desoribed as follows: A treat of land approximately 80 acres in area, situated in Pointe Coupes Parish, spproximately 5 miles west of New Moads, Le bounded by land now or formarly owned by N - Miss. Miver - S - Highway - M - Langlois - W - A. Jarreau and to place, construct, operate, repair, maintain, relocate and ropines thereas and in or upon all etrests, roods or highways abutting said lands an electric transmission or distribution line or system, and to out and trim trees and that herough to strike wires is falling. In granting this essement it is understood that at pole locations, only s single pole and spourtenances will be used, and that the location of the poles will be such as it form the least ponsible interformate to far ours of the poles will be such as its form the least ponsible interformate to far ours of the poles will be such as its form the least ponsible interformate to far ours for the sole described lands and that the said lands are free min distribution. The undersigned covenants that he is the const of the soles described lands and that the said lands are free min distr of arm over films of whatscover acharter ercept those held by the following persons:

State of Louisiana State of Louisiana Parish of East Baton Hours Before me, the undersigned authority, personally appeared Douglas F. Latimer, one of the subscribing witnenses to the foregoing arregent, who after being duly aworn, deposed and said that appearer signed the once in the presence of N. L. Flatt the Owner in said agreement, and in the presence of the other subscribing witnesses, who signed in arpearer's presence, each in the presence of the other; and that said signatures thereon are genuine and correct. Sgd. Douglas F. Latimer Sworn to and subscribed before me this 26th day of July, 1940. Std. C. W. Fhillips Notary Tublic (seal) J. aligs Lebean Truly recorded August 1, 1940. No. 2541.State of Louisiana Tarish of Fointe Coupes. An Agreement between the Gulf States Utilities Company, a Texas corporation, referred to below as Company, with its principal Louisians office in Baton Rouge, Louisians, and Antoine Langlois of Foint Coupes Parish, State of Louisians, owner or owners, referred to below as Owner, of a tract of land in the Parish of Foint Coupes, Louisians, described as follows: Solow as owner, of a tract of land in the Parish of Point Coupes, Louisians, described
A certain tract of land containing 1600 acres situated approximately four
miles north of New Roads and bounded north by the Lississippi River, east by Benny Gook, south by Lands of Bondy, Garand, C. Langlois, Kayorand Jony, west by Platt.
For the sum of One Dollars (\$1,00), path by Convent to Owner, receipt of which is soknowledged, Owner grants to Commany, its successors and assigns, a right of way and for telephone and telegraph use, with perceision to erect, maintain, Renew, add to and remove poles, cross arms, wires, anchors, cuy wires, and the requipment, it the right to ro on the land of Owner for such purposes, and to remove, trim and keep trimmed sny trees or bushes, without further raydent, so that there shall be a clearance of not leas than ten feet between any rart of any tree or brush and the above mentioned poles, wrea or other equipment. Common yshall pay to Owner damares to fences and growing crops. The location of said electric pole line shall be as follows:
Mitness as to Owner:
Sch. Douglas F. Latimer
Witness as to Commany: "Gertrude Langlois Witness as to Comany: Sgd. Evic K. Dupuy "Douglas F. latimer State of Louisiana Parish of East Baton Rouge. Bofore me, the undersigned authority, personally speesred Douglas F. Latimer, one of the subscribing witnesses to the foregoing agreement, who effor being duly sworn, deposed and said that appearer signed the same in the presence of Antoine Laglois 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. Douglas F. Latimer Such and subscribed before me this 26th day of July, 1940. Sgd. C. W. Phillips Notery Fublic A factor (seal) y. Clerk of Court. Truly recorded August 1, 1940. No. 2542.State of Louisiana Parish of Pointe Coupee 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 J. W. EsGinty of Pointe Coupee Parish, State of Louisiana, owner or owners, referred to below as Owner, of a tract of land in the Parish of Pointe Coupee, Louisiana, described as follows: 1 A certain tract of land containing 100 acres situated approximately four miles North of New Roads, bounded North by the Mississippi River, east by Platt, South by Platt and West by Clara Leg. Platt and West by Clara Lee. For the sum of One Dollars (\$1.00), paid by Commany to Owner, receipt of which is acknowledged, Owner grants to Company, its successors and assigns, a right of way and all rights incidental thereto for a pole line for the transmission of electricity and for telephone and telegraph use, with permission to ereot, maintain, renew, add to and remove poles, eross arms, wires, anchors, guy wires, and other equipment, with the right to go on the land &f Owner for such purposes, and to remove, brim and keep trimmed any trees or bushes, without further payment, so that there shall be a elecance of not less than ten feet between any part of any tree or bush and the above mentioned poles, wires; or other equipment. Company shall pay to Owner damages to fences and growing crops. The location of said electric pole line shall be as follows: Pole line shall be located within 100 feet of the River Road. Signed and Dated, July 22, 1940 Witness as to Owner: Sgd. Jas. W. KcGinty 100 Sgd. Douglas F. Latimer Witness as to Company: Sgd. Evic E. Dupuy "Douglas F. Latimer State of Louisiana Culf States Utilities Company By 3gd. D. D. Leonard (?) Parish of East Baton Rouge Parish of Last Baton Rouge Before me, the undersigned authority, personally appeared Douglas Y. Latimer, 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 J. W. MaGinty the Owner in sold 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 gountae and correct. Syd. Douglas Y. Latimer Syd. C. W. Fhillips Notary Publie Truly recorded Iuguat 1, 1940. 一下では Clurk of Court. Truly recorded August 1, 1940. A CONTRACTOR OF THE OWNER OF THE

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Theodors Dreyfus, now deceased, in Act of Partition in the year 1902, between Mrs. Oscar Joffrien and Theodors Dreyfus, recorded under entry 21,296 in the records of the Clerk of Court of Pointe Coupes Parish, Louisiana; said track being acquired by said lessors herein, partly through the succession of their late father, Theodore Dreyfus, and partly through the succession of their late mother, Blondina Wolff Dreyfus, as appears in Conveyance Book 24, at Entry 976, of the records of the Clerk of Court of Pointe Coupes Parish, Louisiana, being in the matter of the succession of Blondina Wolff Dreyfus, Probate #3356, 16th. Judicial District Court, Parish of Pointe Coupes, State of Louisiana, containing 362.77 acres,more or less. District Court, Parish of Pointe Coupee, State of Louisiana, containing 362.77 acres,more or less. Lease dated May 1, 1950, from Melson T. Thompson to Earle H. Short, Lease, recorded in Book 26, entry 202. 50 acres, more or less, being a part of Section 17-65-10E, bounded N. by John Manda; 2. by L. J. Russo: S. by Francis J. Anitehead; W. by William H. Patterson; said tract being Lot 13 of a certain subdivision of said Section 17-65-10E, Fointe Coupee Parish, Louisiana. Book 25, Entry 369, 50 acres, more or less, situated in 10th ward of Pointe Coupee Parish, Louisiana, in SE/L Sec. 17-65-10E, being designated specifically as Lot 5 of subdiv. of Sec. 17-65-10E, bounded S. by H. M. Kimball, H. by Gumble, being Lot 5; W. by Lot 14, belonging Louisiana, in SE/L Sec. 17-65-10E, form Biagto Kagusa to George H. DeClouet, Lessee, re-corded Sock 25, Entry 370, 50, 55 acres, more or less, lying and being situated in the 10th. Leuse dated January 31, 1750, from Biagto Kagusa to George H. DeClouet, Lessee, re-corded Sock 25, Entry 370, 50, 55 acres, more or less, lying and being situated in the 10th. Mard of Fointe Coupee Parish in the SW/L Sec. 17-65-10E, bounded N. by Charles West; S. by M. M. Mimball ; W. by William H. Fatterson; and L. by L. Kusso. Subject to 1/32 of 8/8 0RH. This assignment is made without warranty of title, express or implied, us to the lease-it is further understood and agreed by the Assigner and Assignee that the 01 and Gas Leases hereinabove assigned are no longer subject to the terms and provisions of that cer-tain Onerating Agreement dated November 16, 1951, by and between Sinchair 011 x Gas Company and I. B. Hunt, and the acceptance of this assignment by the Assignee Sinchair 011 x Gas Company are consent by said Assignee that the leases described in and covered by this assignment 16, 1951, by and be withdrawn from and not subject to said Operating Agreement dated November 16, 1951, by and between Assignment date more basid Assignee that assignment by the Assignment dated November 16, 1951 be withdrawn from and not subject to said unorating an example a sign of a sign of the sig s/ E. D. Guinn s/ Harris Hill s/ N. B. Hunt ATTELT: s/V. C. Bash, Secretary SINCL IR OIL & GAS COMPANY a/ By: John N. Johnson, Vice President Witnesses: s/ Virginia Dunn s/ Martha M. White STATE OF TEXAS- COURTY OF CALLASIES. STATS OF FEASS- COUNTY LF LALLASIDS. DEPOND RED, the undersigned authority, personally came and appeared: N. B. Hunt, to me personally known, who signed the foregoing instrument before and in the presence of the two subscribing withesses and acknowledged to me in the prosence of said witnesses that he had signed the above as his free and voluntary act and deed for the uses and purposes therein set forth. IN MITANES WHEAROF, I have hereunto set my hand and seal of office this 24th day of lovember, 1953. WITH JOINS: s/ J. D. Guinn s/ Billie Southall

a/ Peggy Hardy, Notary Fublic in and for Dillas County, Texas. My Commission Expires June 1, 1955. STATE OF OKLAHOMA) CLEATY OF THEAD (SEAL)

STATE OF OKLANOWA) (SEAL) My Commission Expires June 1, 1955. Be it KLOAN, that on this 18th day of March, 1954, before me, the undersigned authority, and in the presence of the witnesses hereinafter named and undersigned, personally came and and known to be such Vice President of SIACLAIK OIL & GAS CourtAN, to me well known, and known to be such Vice President of SIACLAIK OIL & GAS Courted the foregoing in-strument, and ther wron the said John K. Johnson, as such Vice-Iresident acknowledged that he cornoration, for the consideration, uses and purposes and on the terms and conditions thoruin mentioned and in his said capacity. And the said John H. Johnson, being by me first duly sworn, did depose and say that he his capacity, and under abshority of the Board of Directors of said corporation. Thus done and passed in the County of Tulsa, State of Oklahoma, on the day and date potent witnesses, who have hereunto subscribed their names as such, together with suid ap-WITH SCAL: S/ Virginia lunn s/ Wirginia lunn s/ Nirginia lunn

s/ R. W. Frampton

Notary Fublic in and for the County of Tulsa, State of Oklahoma. Ny Commission expires: July 17,1954. (udAL) Truly Recorded April 9,1954.

D. Clerk of Court.

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NO.107....CONTRACT OF LEASE

HO.107....CONTRACT OF LEASE STATE OF LOJIGIANA- PARION OF POINTE COUPEE. THIS CONTRACT OF LEASE made and entered into between ANTUINE LANGLUIS, of lawful age, a resident of the Parish of Pointe Coupee, Louisiana, Lessor, and PAUL A. LANBERT, a resident of the Parish of Avoyelles, Louisiana, WITHOLETH: That the said Antoine Langlois, in consideration of the agreement of the said Paul A. Lambert, has leased and does hereby lease and let to the said Paul A. Lambert, the follow-ing described tracts of land, viz:

A certain tract of land, situated in the Farish of Pointe Goupes, state of favore by depth extending to the Mississip i River and bounded in front or South by said between Pointe Goupes Parish and St. Francisville, West Falicians Parish; North by the Mississippi River and bounded in front or South by said between Pointe Goupes Parish and St. Francisville, West Falicians Parish; North by the Mississippi River and bounded in front or South by said between Fointe Goupes, State of fusions, fronting aix hundred (SOO) feet on the barrow pit adjoining the Leves by depth for the Mississippi River and bounded in front or South by said barrow pit; East by for put the fusion of the Mississippi River and bounded in front or South by said barrow pit; East by for Puth High and St. Francisville, Set Falicians Parish; North by the Mississippi River and bounded in front or South by said barrow pit; East by and the present of this Leage and bounded in front or South by said barrow pit; and the present of the St. State of extending the Leves between Point.
 The serm of this Lease shall be one year from April 1, 1954, to March 31, 1955, and the dottional terms he shall hotify lessor of his intention to do and pay in advance, for each of such terms that he desires to lease to be extended to, the sum of the present lease. Lessor acknowledges receipt of #100.00 covering the proto dot 2000 (1000 (1000 (2000)). In synlamation of the intent of the parent of for the parties hereto deced and the distingt be proved of provide for the parties here to de each of any the lease of the present lease, hould here the present deced of one (1) year each hurein the provide for the parties here to deced any the state decide of the parties do additional terms that he desires the lease to be extended to, the marked for the parties do additional terms that he desires the lease to additional terms the state of one (1) year each hurein the provide for the parties do addit provide the proved of and pay in advance of the prosent dec

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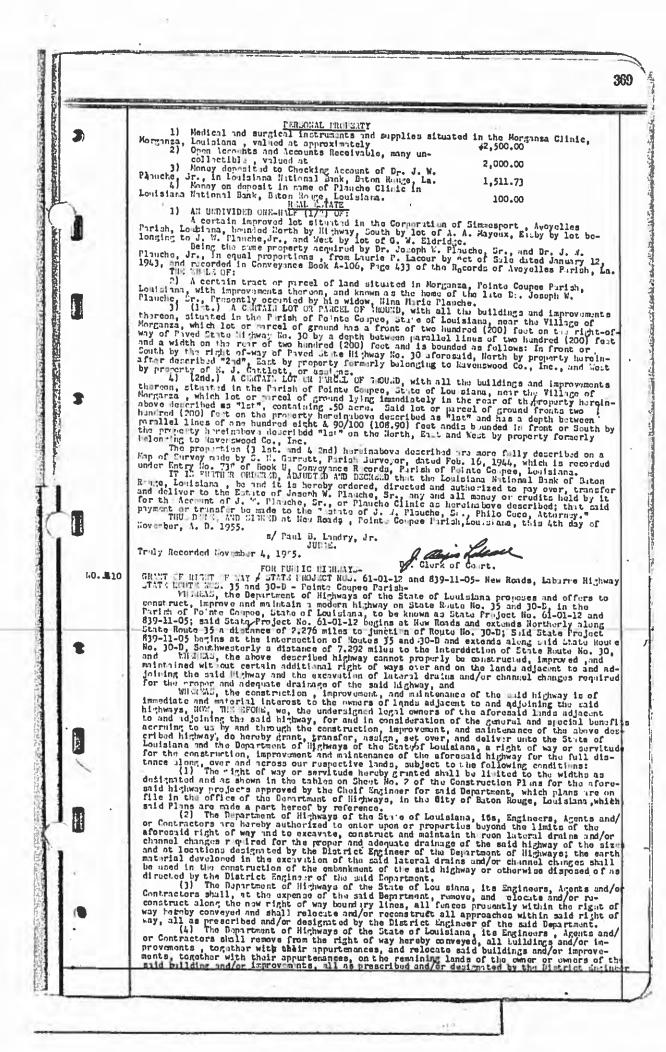
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Truly Recorded April 9,1954.

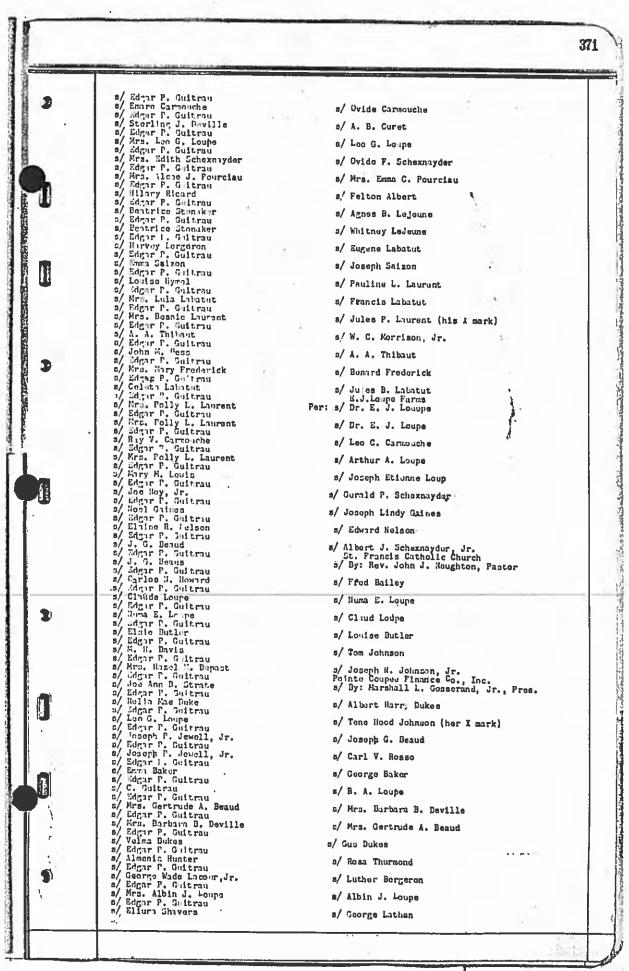
Py. Clerk of Court.

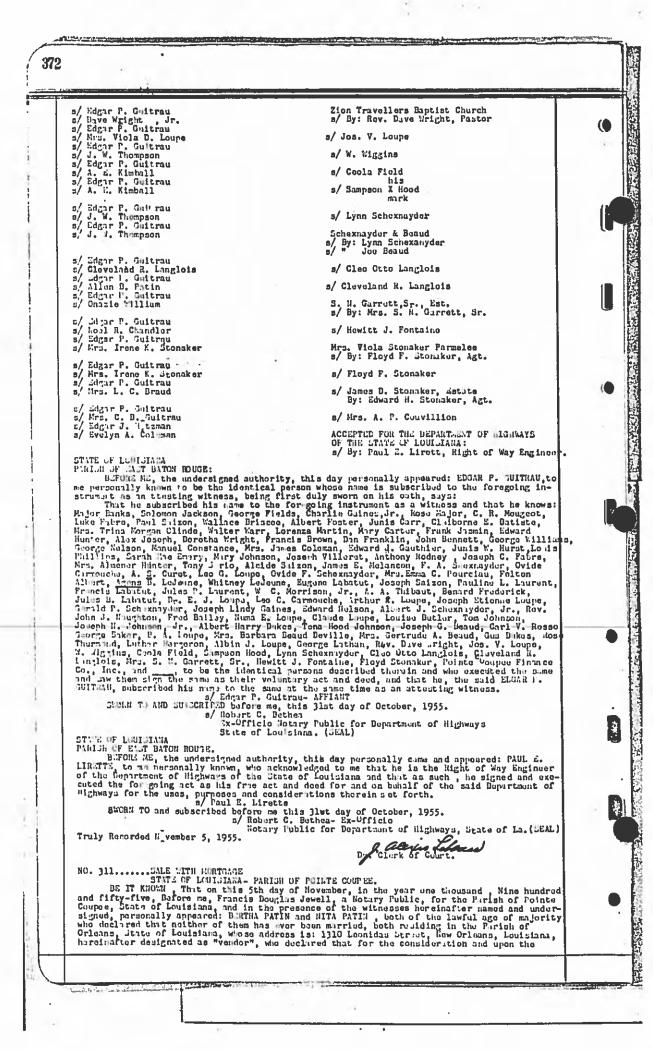
MINERAL CONVEYNCE: KNOW ALL REN BY THOSE PRESENTS: That FIDELITI NOV LITY CON ANY, of Tulsa, Oklahoma, hereinafter called Grantor.for and in consideration of the sum of One and no/LOO Dollars (31.00) cash in hand paid and other ood and valuable considerations, received to fwhich is hereinsfter called Grantee, 1995/2000the in consider in and under and that may be produced from the following described lands stuated in formeal in and under and that may be produced from the following described lands stuated in Point and and the sum of the sum of the sum of the sum of the oil, gas and other minorals in and under and that may be produced from the following described lands stuated in Point of the sum formeal in and under and that may be produced from the following described lands stuated in Point of the sum formeal in and under and that may be produced from the following described lands stuated in Point of the sum for the sum of the sum

Grantor agrees to execute such further assurances as may be requisites for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof. TO HAVE AND TOHOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in anywise belonging to the maid Grantee herein, its successors and assigns forever, and Grantor does hereby warrant said title to



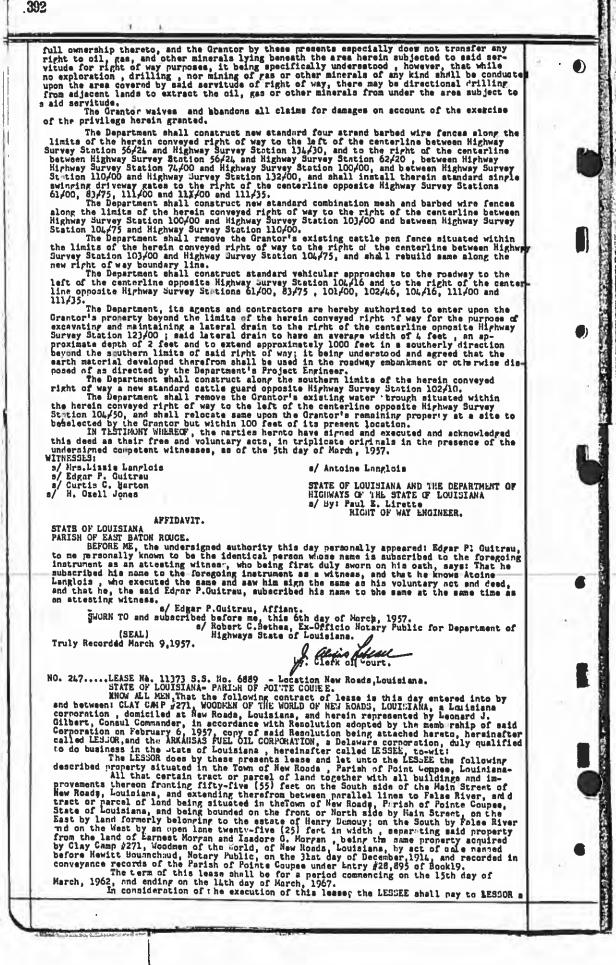
3 a conveyance of a servitude acros	derstood and agreed between the parties horsto that the ly for the urposes set out in the preceding paragraph and is the lands horeinabove described and not a conveyance of	۲
o oil, gis and other minerals lying tight of way purposes, it being spot rilling nor mining of gas, oil or d	for a by these prevents especially do not transfor any right to beneath the area herein subjected to said servitude for fifically understood, low aver, that while no exploration, other minerals of any kind shall be conducted upon the area	
overal of sid scryltude of right (o extract the oil, gas or ot or min IN SITHESS WHEREOF, the parts ree and volutary act, in deplicate	of May, there may be directional drilling from adjacent lands locals from under the area subject to suid servitude, tes hereto have signed and executed this instrument as their soriginals, in the presence of the undersigned witherare	1
Tablia:		
/ Edgur P. Geitrau / E. L. Becnel / Edgar P. Glitrau	s/ Major Banka	_
/ E. L. Becnel / Edgir I. Gui trau	s/ Solomon Jackson, Jr.	
/ Cilceon Jackson, Jr.	s/ George Fields (his X Mark)	
/ Edgir F. Sultrau / E. L. Hennel	s/ Charlie Gaines, Jr.	1
/ dgir F. Sultrau / S. L. Buen 1	s/ Rose Major (her X Nurk)	
/ E. L. Bocnel	a/ C. R. Mougeot	
/ Edgir P.Soltrau / S. L. Becnel	s/ Luke Fibre	
/ Edgir P. Guitrau / S. I. Bacnel	s/ Paul Suison (his X mark)	
/ Edgler P. Guitrau / Alico Brisco	s/ Wallace Briscoe	
/ Edgir P. Guitrau / Lulling Foster 7	s/ Albert Foster	
/ Edgir P. Guitrau / Dolois Carr	s/ Junia Carr	
/ Hdghr P. Buitrau / Beorgiana E. Batiste	s/ Claiborne E. Batiste	
/ Edgir P. Gultrau / C. R. Johnson	s/ Mrs. Trina Morgan Olinde	
/ Edgir P. Gultrau / Ivy Didiar	s/ Waltor Warr	
/ Ldgar P. Guitrau / C. A. Hose		
/ Edgir P. Giltrau / B. Lind GauthLor	s/ Lorenza Martin	_
dir P. Gultrau	s/ Mary Cartor	
/ Bilind Gnuthier / Edgar P. Gitrau	. s/ Frank Jaumin	
/ Mion Gneed / Mior P. Sultrau	s/ Edward Huntor (his % mark)	
Z Edgar P. Bultrau	s/ Alex Joueph	
/ Borothy Mae Writht / Edger I. Guttrau	" s/ Dorstha Wright	
/ Joe Brown / Edgar P. Guitrau	s/ Francis Brown (her X mark)	
/ Edgar 1. Guitrau	s/ Dan Franklin (his X mark)	
/ Joe Gotiher ? / Mdgar P. Guitrau	s/ John Bennutt (his X mark)	-
/ Irin Lee Williams / Edger P. Guitrau	s/ George Hilliams	•
/ Ditty Hulson	s/ Goorge Nolson	
/ Edgir P. Guitrau / Martea Lou Constance	e/ Manuel Constance	
/ Edgar P. Guitrau / Emily Columan	s/ Mrs. Janes Coleman	
/ Mgur P. Guitrau / Estell Gauthiar	s/ Edward J. Guthier	
/ Adgir F. Guitrau / Mrs. Vivian S. Hurst	John C. Aguillard Fest #560	R
	The American Logion s/ By: Junios W. Hurst	
/ Edgar F. Guitrau / C. Guitrau	s/ Louis Phillips	
Jurah Mag Empry	s/ Mamio Young Smith by: Sarah Mae Emery	
/ Edgir P. Guitrau / Bill /Illiams		
/ Edgar F. Gultrau / Albert Dukas	s/ Mary Johnson (her I mark)	4
/ Edgir P. Giltrau / C. Gultrau	s/ Joseph Villeret	
/ Idgar F. Giltrau / Luko Fibre	s/ Anthony Rodney	
/Vdgar P. Gultrau / Vinter Ann Jack	s/ Joseph C. Fabre	
/ Edgar P. Guitrau / Nrs. Nettie G. Serie	5/ Mrs. Almonor X Hunter mark	
V 66gar P. Gultrau	s/ Tony Sorio	
/ Eama Silgon / Edgor P. Guitrau	s/ Alcide Gaizon	-
/ Lucille.Melancon / Edgar P. Guitrau	s/ Jamès 5; Nelapcon	
/ Mrs. F. A. Schexnaydor	s/ F. A. Schexnayder	





391 STATE OF LOUISIANA- 'A 19H OF POINTE COUPEE. BE IT KNOWN, that on this lat day of March in the year one thousand, nine hundred and fifty-seven (1957) BEFORE LE, G.Ross Kearney, 'r., a Notary Public, in and for the Parish of fointe Coupee, state of -ouisiana, duly comminstance and qualified, and in the presence of GARMETY L. ROUILLAND, and his wife, Mrs. NAE COUVILLION ROUILLARD, born Couvillion, who declared that they have been married but once and then to each other, residing together in the Parish of Pointe Coupee, State of Louisiana, hereinafter designated as "wender" who declared that for the consideration and upon the terms and conditions hereinafter expressed, and wender has barrained and sold, and does by these presents grant, barrain, sell, assign, transfer, deliver, and abandon and set over under all lawful werranties and with substitution and surropation to all rights and actions of warranty against all precedint owners and wenders unto: W. NARCL RONILLAND, humband by first and only marriare of Barbara Swindler, bouisians, hereinafter designated as "purchaser", here present, accepting and purchasing for himself, his heirs and actions of warranty against all provements the reon, at cortain lot of ground, together with all buildings and improvements the reon, the North right of Pointe Cuupe, State of Louisians, fronting Seventy (70) Feet on the North right of Word Courte, stript and lot of pround being built Paved Highway in a hortherly direction, of One Hundred (100) Feet; said lot of pround being builts for New Rods to Norranis and being bounded on the east, north and west by other land of verders the South by the norty-right of way limits of said Public Paved Hyphway leading from New Roads to Norranis and being bounded on the east, north and west by other land of verders herein; the southesst corner of said lot of ground herein sold being a distance along said one Hundred (100) feet, in a wrister ground being builter from New Roads to Morranis of Deston Hundred (100) feet, in a wrister ground be NO. 245 STATE OF LOUISIANA- "A ISH OF POINTE COUPEE. いたいないたいないない ちょうちょうちょう ちょうちょう ちょうしん ちょうちょうちょうちょうちょう - Annan 1122 The property herein sold is a part of a larger tract of land acquired by Garnett L. Robillard from B nk of New Roads, by act of sale dated Uffolar 2nd, 1931, filed and re-corded October 3rd., 1931, in Conveyance Book "H", under Entry No. 1416, recorde of Pointe To have and to hold the said property unto the said purchases forever. This present sale and consegunce is made and accepted for and in consideration of the sum and price of CHE THOUSAND AND NO/100 (\$1,000.00) Dollars, lawful current momey of the United States of Aderica, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the wendor, and full discharge and acquittance graw ed The United States Internal Revenue Stamps required by law, smounting to \$1.10 have been affixed and duly canceled. Wendors", and whenever the word "purchaser" is used it shall be construed to include, "vendors", and whenever the word "purchaser" is used it shall be construed to include, "purchasers". All the arrements and stipulations herein contained, and all the obligations herein assumed shall inure to the banefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto. The certificate of mortgagesrequired by Article 3364 of the Revised Civil Gode of Louisians is hereby dispensed with by the parties hereto. Thus done, read and presed by office in the Town of New Roads, Parish and State aforesaid, in the presence of Robert F. Kearney and Marie Louise Heyes, competent witheneses, and year first above written. WITESSE: af Generat L. Robillard The United States Internal Revenue Stamps required by law, amounting to \$1.10 have s/ Robert F.Kearney s/ Haris Louise Hewes s/ Garnett L.Robillard s/ Mrs. Mse Couvillion Robillard s/ W. Harold Robillard €/ G . Koss Kearney, Jr., Notary Public. Truly Recorded March 8, 1957. Dy. Clerk of Court. NO.246

NY. CHERK OF COURT. STATE OF LOUISIANA- PARISH OF POINTE COUFES. BE IT KNOWN, THAT I, ANTOINE LANGLOIS, husband of Mrs. Lizzié H. Lanrlois, born Hess, beinr of the are of majority and a resident of Pointe Coupee Parish, Louisiana, herein-after referred to no the "Grantor", in consideration of the benefits, uses and advantages after referred to no the "Grantor", in consideration of the benefits, uses and advantages after selected to no the "Grantor", in consideration of the NEW ROADS-ST FRANCISVILES HIGHWAY STATE PHOJECT NO. 61-013, STATE ROUTE La 10, POINTE COURE PARISH, LA. and for and upon such other terms and conditions or considerations hereinafter expressed do hereby grant, trans-fer, assign, set over, and deliver unto the State of Louisiana and the Department of Highways, suthorised herein by Faoluki.Lirette, Night of Way Engineer of the said Department of Highways, all and singular a right of way on, over and across the following described property, to-with DESCRIPTION: A certain strip of parcel of land situnted in Sections 23, 24, and 25, Township 4 South, Range 10 East, and Sections 1 and 2, Township 4 South, Range 11 East, Parish of for asid project, which plans are on file in the office of the Eepartment in the City of measuring 40 feet to the aright or aoutherly side and 40 feet to the left of fortherly side of the survered centerline of State Project No. 61-01-013, as shown on the construction plane for asid project, which plans are on file in the office of the Fepartment in the City of Being a portion of the asse property sequired by the Grantor's west property line at approximate Highway Survey Station 135/00, which parcel herain described includes a portion deted December 30, 1938, and recorded Ucbober 14, 1939, in COB "P" at page 1452 of the conveyance Records of Pointe Coupee Porish, Louisiana. It is expressily understood thab this grant and transfer of the sate highway and for such other perposes as may be authorized by the Grantor's for outering and for such other



641 State Of Texas Gounty Of Harris Be It Known, That on this 24th day of October, 1956, before me, the undersigned until origit, and in the presence of the witnemess hereinafter as and and undersigned, mercentally ende and impaired J. R. Konnedy Vice President of Sinclair Oil and fee Communy, to me well known, and known to be such Vice President of Sinclair Oil and fee Communy, and executed the foreroing instrument, and thereunen the said J. B. Kennedy, as such Vice President acknowledged that he had signed and executed the sume as his act and deed, and as the set and deed of mild corneration, for the consideration, uses and purposes and on the terms and conditions there in mentioned and in his said conacity. And the said J. B. Kennedy, being by me first duly sworn, did den se and say that he is the Vice President in his said conditions there in define and signed and executed said instrument in his suid engeity, and under Nuthority of the Pord of Directors of suid corporation. Thus one and passed in the oresence of Albert P. Micelshe and Coleman Davis, commetent witten, and in the oresence of Albert P. Micelshe and Coleman Davis, "It meanes: State Of Texas Srd. Albert P. Micciche Srd. Colem n Davis Srd. J. B. Kennedy Srd. John J. Runso Notary Public in and for the County of Hypris, nenl Hotary Public is and for the Courty or Hypts, Truly recorded June 7, 1937. Hotar Of London 7, 1937. Hotar Courter 1, 1937. Hotar Cou State of Texas Clark of Court. Truly recorded June 7, 1957. No. 437. 0 一日の日本 h ¦€ 0

Tiers It-

61.2 0 Witnesses: Srd. Fdrar P. Guitrau Srd. Hrs. Gertrude L. Schexnayder Srd. Curtis C. Barton Srd. Guy P. Stubbe Jr. Srd. Lynn Schexnayder Sgd. State Of Louisiana And The Department Of Highways Of The State Of Louisian By: Faul E. Lirette Right Of May Engineer State Of Louisianu : AFFIDAVIT Parinh Of East Bason Rouge : Before Me, the undersimed mulhority this day personally appeared Edgar P. Guitrau, to me remonally known to be the identical person whose n no is subscribed to the foreroing instrument as an attenting witness, who being first duly suorn on his eath, suys: That he subscribed his nume to the foregoing instrument us a witness, and that he knows Lynn Schexnayder, who executed the same and saw him sign the nume as his volunt ry set and deed and that he, the said Edgar P. Guitrau, subscribed his nume to the same at the name time is an attention witness. (Sworn To and subscribed lefore me, this 3rd d y of June, 1957. Sworn To and subscribed lefore me, this 3rd d y of June, 1957. Sgd. Robert C. Bethea - Ex-Officio Notary Public For Department of High ays State of Louisians D. Clork of Court. seal Truly recorded Juns 7, 1957.
State of Louising Winsteiner, U.S. Clork of Court.
No. 438. Chare Of Louising Cash Cale
Parish Of Fointe Coupes
Parish Of Fointe Coupes
The of Louising July contained and July 10d, June 1957. Le bie are:
The of Louising July contained and July 10d, July 1057. Le bie are:
The of Louising July contained and July 10d, July 10d Truly recorded June 7, 1957.

14.51

to	tedness, or any part thereof, is hereby authorized at his option , to pay said taxes , and have such insurance made and effected , at the cost and expense of the said purchaser, and is agreed and stipulated that all sums so expended in paying said taxes, and in effecting	
and	keeping in force said insurance, shall bear interest at the rate of eight (6%) per cent per um from date of disburgement until paid, and shall be secured by the mortgage herein	
gra:	nted to the further amount of Two Hundred & 90/100 Dollars,	
for	Any failure on the part of the purchaser to pay said taxes, as to effect and keep in the said insurance, as herein provided; to pay said indubtedness, or any part thereof, or	
def	interest therein promptly when due, shall ipso facto, and without any demand or nutting in ault, dauge all of said indebtedness to become immediately due and exigible.	
	Vendor herein, Amar J. Allement, further declared that he does not know how to write or n his name for the reason that he has never learned how to do so and that he makes hereunto	
•	lieu of and instead of his signature an ordinary markeof a cross. Whe never the word "vendor" is used in this act, it shall be construed to include	
"ven	dors", and whenever the word "nurchaser" is used, it shall be construed to include "purchasers, All the spreements and stipulations herein contained, and all the obligations herein	•"
	umed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of respective parties hereto. Taxes for 1957 shall be maile by ourchaser when they become due.	
Lou	The certificate of mortrages required by Article 3364 of the Revised Civil Code of iniana is hereby discensed with by consent of the carties hereto.	
114	The United States Internal Revenue Stamps required by law, amounting to \$2.75 have been ixed hereto and duly canceled.	
afo	Thus done, read, and passed at my office, in the Town of New Roads, Parish and State ressid, in the presence of Joseph P.Jewell, Jr., and Douglas Jewell competent witnesses, who	
yea	n hereunto signed their names withthe narries , and me, said Notary, the day, month, and r first above written.	
3/	NESSES: his Joseph P.Jewell, Jr., s/ Amar X J. Allement	
a/	Douglas Jewell mark s/ Charles W. Chustm	
Tru	(SEAL) s/ J. Thos, Jewell, N _c tary P _u blic. ly Recorded Saptember 3, 1957.	
	J. P.Jewell, Clerk of Court.	
NO.	177JUDGMENT	
1	SUCCESSION NO. 5425 OF 18TH. JUDICIAL DISTRICT COURT	
	EWELL PAYNE, and his wife PARISH OF POINTE COUFEE SOPHIE LEMELLE PAYNE STATE OF LOUISIANA.	
	This matter coming up on rule directed to the Sheriff and Ex-Officio Tax Collector, and	
645	the metition of the sole and only heirs at law of decedents to be recognized as such and t into mossession ; the Tax Collector having declined to traverse and the law and the	
evi	dence id ny in favor thereof, for the reasons orally assigned: IT IS ORDERED, ADJUDGED AND DECREED, that the rule insued herein be and the same is	
her	IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the neices and nephews of decedent	
	his Lemelle Payne as the sole and only heirs at law of said decedent are hereby recognized auch, and, as such, sent into possession of all the property left by said decedent and more	
	the larly the property hereinsfor described in the property and to by an undivided one-half (2) thereof to ESTHER SHORTEN HAYES, born Shorten, wife of Jack Hayes; THELMA SHORTEN LEWIS, n Chorten, wife of Issae Lewis; ALLEN SHORTEN, and RITA SHORTEN BELL, born Shorten, wife of the property of the second sec	
Doi Geo		
ear	A certain tract or marcel of land with all the buildings and improvements thereon, taining exactly four (4) acres in superficial area, situated in the Parish of Points Coupee,	
Sta on	te of Louislana, near Legonier and fronting seven hundred twenty-two (722) feet, more or less, the right of way of the paved Morganza -Simmesnort Public Highway by a depth between	
- bou	allel lines to the promerty line of Mrs. J. P. Harmanson; said tract or parcel of land being inded as follows: North by property of Mrs. Jl P. Harmanson, front or South by the right of	-
_ ¦ ₩≅)	of the Paved Public Highway above named , West by property of Albert Gunnells, East by perty of Dick Jones.	
A11	Being the same property acquired by Ewell Payne, husband of Sophie Lemelle Payne, from ert Gungells as per act of sale duted December 11, 1943, filed and recorded same date under	
Ent	ry No. 338 of Book "U" of the conveyance records of Pointe Coupee Parish, Louisiana. THUS DONE, READ AND SIGNED IN OPEN COURT, at New Roads in the Parish of Pointe Coupee.	
	a/ C. Iris Dupont. District Judge.	
Tri	ily Recorded Sontember 3,1957.	
	J. P.Jewell, Clerk of Court.	
NO.	178 BORROW PIT AGREEMENT STATE OF LOUISIANA-PARISH OF POINTE COUPEE.	
0	BE IT KNOWN, ANTOINE LANGLOIS, husband of Mrs. Liszie H. Langlois, born Hess, being	
to	as the "Grantor", in consideration of the public convenience , necessity, and safety, and the benefit, uses, and advantages accruing to me by reason of the location of the NEW ROADS	
S1	as the "Grantor", in consideration of the public convenience, necessity, and safety, and the benefit, uses, and advantages accruing to me by reason of the location of the NEW ROADS- .FRANCISVILLE HIGHWAY, STATE PROJECT NO. 61-01-13, STATE BOUTE LA. 10, POINTE COURSE PARISH, "ISIANA, and other valuable considerations do hereby grant, transfer, assign, set over, and liver unto the Stree of Louisians and the Description of History of the Stree of Levisians.	
he	reinafter referred to as the "Department", represented herein by Paul E. Livette Right of	
	ay Engineer of the said Department of Highways, authorized herein by resolution of the Board Highways of the Department of H.shways, dated October 14, 1951, accepting and acknowledging	
de	livery and rossession thereof, as many cubic yards of borrow or earth material from the llowing described property as the said Department will require in the construction of the said	
Ň	w Roads-St.Franciaville, Highway: DESCRIPTION:	
	A certain square shaped tract or parcel of land or "Batture" situated on the ght descending bank of the Missesippi River in Section 25, Township 4 South, Range 10 East,	
	This of Pointe Course, State of Louisiana, comprising an area of 4.648 acres, more or less, 1 four boundaries of said tract each measure 450 feet in length; the center of the south	
- Pa	* The Antimeters at Anto Aters Actu Macoria 43A tear 10 Taukru! rus centel 01 rus Souru	
Pa al bo	mindary of sold tract being located 975 feet distant northerly from, measured at right angles	
Pa al bo	windary of sold tract being located 975 feet distant mortherly from, measured at right angles , the surveyed centriline of sold State Project No. 61-01-13 concosite Highway Survey Section +00. The morth and south boundaries of sold tract being marallel to said surveyed centerline.	
Pa al bo	undary of sold tract being located 975 feet distant mortherly from, measured at right angles	

229 dated December 30,1938 and recorded October 18,1939, in COB. "P", Entry #1452 of the Con-veyance Records of Pointe Coupes Parish, Louisiana. described moments is distinctly understood Ghat the earth or borrow material situated upon the above described moments is bein acquired by the Uscartment for the purpose of constructing the NEM-ROADS-ST. FRANCISVILLE MIGHWAY, and the said Department is hereby authorized to excavate and remove from the above described area all earth or fill material which may be available, there being no restrictions as to the depth to which the above described area may be excavated the Department of Public Works and the District Lévee Board. The shid Department, its Apents and Contractors arehoreby given the expressed authority and m mission to transport and/or haul over and across Grantor's remaining property at and fine focations agreed unon between Grantor. and the said Department of Highwary' Project Engineer, equipment required in the excavation of the said pit area and the esther of fill healing of said material to construct tempory rods across Grantor's property, at or along fically understood, however, that upon comfaction of the said oroiset. The orasid locations are construction of the bard for their construction, it being speci-fied and the fill material over Uscares or fore and areased from all claims for damages because of the location of the bard condition free of all construction for damages because of the location of the bard condition free selling from the hauling of said earth or fill material over Uscare or fore any damage resulting from the hauling of said earth or fill material over Uscare of the said Department 's Agents, Employees, and/or Contractors. The Department shall bey unto the Grantor, upon approval by the Department 's Agents, Employees, and/or Contractors. The body of the date upon which the above described proved by the said Department, is Agents, Employees, and/or Contractors. The body the maid all set unto the Grantor, upon approval by the Departm the second second second second second 0 0 e/ Ed gar P. Guitrau s/ Mrs. Lizzie H. Langlois s/ Antoine Langlois s/ Curtis C. Barton s/ Guy P. Stubbs, Jr. STATE OF LOWISIANA AND THE DEPARTMENT OF HIGHMAYS OF THE STATE OF LOWISIANA s/By: Paul E. Lirette , hight of Way Engineer STATE OF LOUISIANA-PURISH OF EAST PATON ROUGE. STATE OF LO'ISIANA-PERISH OF EAST PATCH ROUGE. FEFOR: ME, the undersigned authority this day personally appeared: EDGAR P. GUITRAU, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on his cath, says. That he sub-scribed his name to the foregoing instrument as a witness, and that he knows Anto ine Langlois, who exeduted the same and saw him sign the same as his voluntary act and deed, and that he, the said Edrar P. Guitrau, subscribed his name to the same at the same time as an attesting witness. s. s/ Edgar P. Gitrau SWORN TO AND SUBSCRIDED before me, this 20th day of August, 1957. s/ Kobert C. Bethea, Ex-Officio Notary Public for Department of Highways State of Louisiana. Truly Recorded Sentember 4,1957. J. P. Jewell, Clerk of Court. STAIL OF LOUISIANA-PARISH OF POINTE COUPES. BEIT KNOW, That on this 24th dayof Aurust, in the year one thousand ,nine hundred and fifty-seven Before me, Joseph P. Jewell, Jr., a Notary Public in and for the Parish of Pointe Courses, State of Louisiana, duly commissioned and ouslified, and in the presence of JOESPH V. LOUPE, who declared that he has been married but once and then to Viola Dabadis, who is still living and with whom he resides in the Parish of Pointe Course, State of Douisiana, Address: Rt. 2, New Roads, Louisiana, hereinafter designated as "vendor" who declared that for the consideration and upon the terms and conditions hereinafter respresend, said vendor has barrained and sold, and does by these presents grant, barrain, sell, assign, and subrogation to all rights and attions of warranty against all preceding owners and vendors and subrogation to all rights and actions of warranty against all preceding owners and vendors of majority of the Parish of Pieana, State of Louisiana, Address; 2709 South Dorgenoin Street, ourchesing for herself, her heirs and assigns, and actual warranty against all preceding owners and vendors and subrogation to all rights and assigns, and actual warranty against all preceding owners and vendors of majority of the Parish of Pieana, State of Louisiana, Address; 2709 South Dorgenoin Street, ourchesing for herself, her heirs and assigns, and actual des of Lou No. 25 of that certain Louisiana, having a front of sixty-two (62) fest on a cartain 12-ft. wide roadway or hane subdivision shown on a maj of the conset of Hand, situnted in the Parish of Pointe Coupee Parish, parallel jinas of one hundred rescents of Jointe Coupee Parish, parallel jinas of one hundred sixty-thwe (50) fest, and is bounded as follows; in front of about sist is for the roadway or lane; on the South by a certain lot of ground sold by. 67 of Book & 5 of the conveyance records of fointe Coupee Parish, Dourshaws, dada Jones, et al., by act dated July 16 J. P. Jewell, Clerk of Court. STATE OF LOUISIANA-PARISH OF POINTE COUPEE. NO. 179 2 Π T

Guidros Olinde as appears by judgment rendered in the matter entitled "Succession of Pierre Guidros" bearing No. 4126 on the docket of the 18th Judicial District Court of Louisiana, in	n
and for the Parish of Pointe Couper. To have and to hold the said property unto the said purchaser forever free from any mortgag	
liens or encumbrances whatsoever, including any rights of usuiruct which vendor, Hrs. Eve David	
This present sale and conveyance is made and accepted for and in consideration of the bum an price of ONE THOUSAND & CO/100 (\$1,000.00) DOLLARS, lawful current money of the United States of busided the said nurrenser has paid in ready CASH, receipt of which is hereby ack-	ы н (*)
nowledged by the vendor, and full discharge and acquittance granted thereast, authorize and request	
Joseph P. Jawell, Clerk of Court, Parish of Pointe Soupse, Louisians, to cancel from the more barry	
of inventory of property belonging to her, recorded under shiry add the book as in other the interest of	r 🔡
vendor, Mrs. Eva David Guidroz in and to the property herein described. The United States Internal Revenue Stamps required by law, amounting to \$1.10 have been	
affixed and duly carceled.	
whenever the word "purchaser" is used it shall be construed to include "purchasers." and whenever the word "purchaser" is used it shall be construed to include "purchasers." All of the agreements and stipulations herein contained, and all the obligations herein assu	··· 11
All of the agreements and scriptering upon the heirs, successors, and assigns of the respective parties hereto. The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisians	
is hereby dispensed with by the parties hereto, All taxes assessed aparat the property notern	1
Thus done, read and passed at my office in the town of new roads, faring and black and the second	
signed their names with the parties and me, said Notary, the day, month and year first above written.	i e
wiTNESSES: a/Joseph P. Jawell, Jr.	0
s/Douglas Jewell s/Mrs. Odile Guidroz St. Romain	
s/Mrs. Jeanette Guidroz Olinde Mrs. Jeanette Guidroz Olinde	
s/Mrs. Iris Nell Guidros Bueche Mrs. Iris Nell Guidros Bueche	
-// These Jevell Jean Pierre Guidros	1974 B
J. Thos. Jewell, s/Joyce Yvonne Guidros Notary Public. s/Mercedes Guidros Motary Public.	
s/Mercedes Guidroz Olinda Mercedes Guidroz Olinda s/Edwin Olinda	ि
alecatu Aftima	
Edwin Olinde	- IÖ
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TRULY RECORDED APRIL 14, 1964, Jacqueline M. Saixan, Depàty Clerk. NO. 350	16
TRULY RECORDED APRIL 14, 1964, Jacqueline M. Saixan, Depaty Clerk. NO. 350 L E A S B PARISH OF POINTE COUPER	16
TRULY RECORDED APRIL 14, 1964, Jacqueline M. Saixan, Depàty Clerk. NO. 350 L E A 3 B FARISH OF POINTE COUPEE STATE OF LOUISIANA BE IT KNOWN, That on this 11th day of April, 1964, before me, a Notary Public, duly commissi ed and qualified in and for the Pariah and State aforesaid, and in the presence of the undersigned	lon-
TRULY RECORDED APRIL 14, 1964, Jacqueline M. Saizan, Depàty Clerk. NO. 350 L E A S B FARISH OF POINTE COUPEE STATE OF LOUISIANA BE IT KNOWN, That on this lith day of April, 1964, before me, a Notary Public, duly commissi and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared ANTIVER LANGUIDS or credient of the largel are of majority of the Parish of Pointe Coupee.	lop-
TRULY RECORDED APRIL 14, 1964, Jacqueline M. Saizan, Depàty Clerk. NO. 350 L E A S B ARISM OF POINTE COUPER STATE OF LOUISIANA BE IT KNOWN, That on this 11th day of April, 1964, before me, a Notary Public, duly commissi ed and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared ANTOINE LANGLOIS a resident of the legal age of majority of the Parish of Pointe Coupee, State of Louisiana, married to Mrs. Lizzie Hess Langlois, born Hess, hereinafter referred to as "LESSOR", who declared that for the consideration and upon the terms and conditions hereinafter	log-
TRULY RECORDED APRIL 14, 1964, Jacqueline M. Saizan, Depàty Clerk. NO. 350 L E A 3 E ARIST OF POINTE COUPEE STATE OF LOUISIANA BE IT KNOWN, That on this lith day of April, 1964, before me, a Notary Public, duly commissi ed and qualified in and for the Parish and State aforesid, and in the presence of the undersigned competent witnesses, personally came and appeared ANTOINE LANGLOIS a resident of the legal age of majority of the Parish of Pointe Coupee, State of Louisiana, married to Mrs. Lizzie Hess Langlois, born Hess, hereinafter referred to as "LESSOR", who declared that for the consideration and upon the terms and conditions hereinafter set forth, sold Lessor does lease and let unto ANTOINE AND CONSTINCE COUPERTON a communication organized under the laws of the State of	
TRULY RECORDED APRIL 14, 1964, Jacqueline M. Saizan, Depáty Clerk. NO. 350 L E A 3 B ARISM OF POINTE COUPER STATE OF LOUISIANA BE IT KNOWN, That on this 11th day of April, 1964, before me, a Notary Public, duly commissi ed and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned compacent witnesses, personally came and appeared ANTOINE LANGLOIS a resident of the legal age of majority of the Parish of Pointe Coupee, State of Louisiana, married to Mrs. Lizzie Hess Langlois, born Hess, hereinafter referred to as "LESSOR", who declared that for the consideration and upon the terms and conditions hereinafter set forth, said Lessor does lease and let unto AVOIELLES BROADCASTIND CORPORATION a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of Avoyelles, herein appearing by and through Chester J. Coco its Executive Vice-President, duly authorized by a resolution of the Board of Directors of said termention hereinsfer affer of the state form Lessor	,
TRULY RECORDED APRIL 14, 1964, Jacqueline M. Saixan, Depàty Clerk. NO. 350 L E A S B FARISM OF POINTE COUPER STATE OF LOUISIANA BE IT KNOWN, That on this 11th day of April, 1964, before me, a Notary Public, duly commissi ed and qualified in and for the Pariah and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared ANTOINE LANGLOIS a resident of the legal age of majority of the Parish of Pointe Coupes, State of Louisiana, married to Mrs. Lizzie Hess Langlois, born Hess, hereinafter referred to as "LESSOR", who declared that for the consideration and upon the terms and conditions hereinafter set forth, said Lessor does lease and let unto AVOIFLIES BRUADCASING CORPORATION a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of Avoyelles, herein appearing by and through Chester J. Coco, its Executive Vice-President, duly authorized by a resolution of the Board of Directors of said corporation, hereinafter referred to as "TENANT", which does by these presents lease from Lessor	,
TRULY RECORDED APRIL 14, 1964, Jacqueline M. Saixan, Depaty Clerk. NO. 350 L E A 3 B FARISH OF POINTE COUPEE STATE OF LOUISIANA BE IT KNOWN, That on this 11th day of April, 1964, before me, a Notary Public, duly commission ed and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared ANTOINE LANGLOIS a resident of the legal age of majority of the Parish of Pointe Coupee, State of Louisiana, married to Mrs. Lizzie Hess Langlois, born Hess, hereinafter referred to as "LESSOR", who declared that for the consideration and upon the terms and conditions hereinafter set forth, said Lessor does lease and let unto AVOTELLES BROADCASTING CORPORATION a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of Avoyelles, herein appearing by and through Chester J. Coco for the term, consideration and subject to the conditions and stipulations hereinafter set forth the following described property, to-witt	. Д
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The address of

1200721900000

This lease is entered into in and for the consideration of the payment by Tenant, to Lessor in the sum of Four Hundred and No/100 (\$400.00) Dollars per year, payable annually in advance on or before the lat day of March, of each and every year. The consideration for the extension of this lease shall be the payment by Tenant to Lessor of the sum of Four Hundred and No/100 (\$400.00) Dollars per year, payable annually in advance on or before the lat day of March of each and every year.

Payment of all rentals shall be made in lawful current money of the United States of America. Each of the payment to be made hereunder shall be paid at such place in the United States as Lesso shall designate by written notice to be given to 'enant at least twenty (20) days prior to date on which such payment shall fall due, and whenever such notice is not given to Tenant at least twenty (20) days prior to such payment day, Tenant shall make such payments at the place of paymen named in the last preceding notice given by Lessor. Until such notice as is contemplated herein is given, the place of payment shall be Lessor's legal address as provided in paragraph 4.

For the purpose of all payments, notices and correspondence of any type whatsoever, the following shall be considered, until further notice shall be given the legal address of the parties hereto:

Antoine Langlois RFD, New Roads, Louisiana (1) Lessor:

(2) Tenant:

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Avoyelles Broadcasting Corporation Marksville, Louisians

5. Tenant agrees that it will, at its own expense, at all times keep in safe and good condition and repair, and in all respects as now are, or may hereafter be prescribed by the laws of the State of Louisiana, Farish of Pointe Coupes, or other governmental authority, the leased premises and all improvements thereon; and Tenant agrees to indemify and save Leasor harmless from all and every claim, demand, action, cause of action and expense, including attorney's fees, arising out of, or in any way connected with any act or omission of Tenant or any of its agents, employees, contractors or those claiming under them, in and about the operation, maintenance, alteration, repair or restoration of the said leased premises, or arising out of this lease, binding upon or perform-udiness, or arising out of any of the terms or provisions of this lease, binding upon or performed by Tenant.

6. Tenant also agrees to at all times during the term of this lease, or any renewal or extension thereof, at its own cost and expense, to carry public liability insurance with Fifty Thousand and No/100 (\$50,000.00) and One Hundred Thousand and No/100 (\$107,000.00) Dollars limit for the pro-tection of Lessor and Tenant arainst public liability, and to pay the premiums due and to become due on said insurance; and Tenant shall cause to be furnished to Lessor a certificate of insurance certifying the existence of, and the companies of, said policy and all renewals thereof, and certified by the insurer or its agent. 7.

7. Tenant shall have the right to sublease the premises only with the written consent of Lessor, and in the event such sublease is made, it shall BE subject to the terms, conditions and stipula-tions of this lease, It is expressly agreed and understood that the consent of Lessor to permit subleasing of the premises, if such censent is granted, shall not constitute consent to an assign-ment of the lease or the leased premises.

8. The cost of all heat, light, power, electricity, water, gas, sewerage or any other service or utility whatsoever used by tenant, shall be born by Tenant. All ad valorem taxes, charges, or assessments levied or assessed against the leased premises during the term of this lease, or any extension thereof, shall be paid by tenant. It is understood and agreed that the said prembes are leased, and are to be used by Tenant, 'for the sole purpose of erecting maintaining and operating a radio tower or towers and all other necessary radio broadcasting equipment, with its usual and customary accouterments. 10.

10. At the termination of this lease, or any extension thereof, either by forfeiture, default or lapse of time. Tenant shall surrender said premises to Lessor in at lease as good a condition as they were at the time this lease was begun, the usual wear and tear of a prudent use excepted; and Tenant agrees to remove from the premises all structures or improvements of any nature whatseever, at Tenant's sole expense. Said structures or improvements are to be removed within sixty (60) days from the termination of this lease, or any extension thereof. 9.(a)

9.[2] Lessee assumes any liability and agrees to indemnify and save harmless the lessor from such liability which may result from damage to person or persons or property of agents, employees, invitess, passers-by and any other persons whether on the leased premises or in their vicinity resulting from collision with such radio tower or towers in or above the ground or from the operation of said installations.

THUS DONE, READ AND SIGNED in the City of New Roads, Parish and State aforesaid, in the pre-sence of the undersigned competent witnesses, who have hereunto signed their names with said appearers and me, Notary, on the day, month and year first above written. WITNESSES:

WINSSEE Scorge S. Powers George S. Powers s/Hazel L. Powers Hazel L. Powers

s/Antoine Langlois Antoine Langlois

AVOYELLES BROADCASTING CORP. BY:s/Chester J. Coco Chester J. Coco, Executive Vice President

s/J. Thos. Jewell NOTARY PUBLIC (J. Thos. Jewell)

TRULY RECORDED APRIL 14, 1964, Jacqueline M. Saisan, Deputy Clerk.

and the second	
690	
4406575-11-72 DISTRIBUTION R/W	
SERVITUDE AGREEMENT	(131
STATE OF LOUISIANA	
PARISH OF POINTE COUPEE	
KNOW ALL MEN BY THESE PRESENTS:	
That Lynn Schexnayder	
hereinafter referred to as "Grantor," is the owner of the following described tract of Pointa Coupee , State of Louisiana:	land situated in the Parish of
A certain tract or parcel of land located in Sec T-4-S, R-10-E	RECEIVED & RECEIVED &

ENTRY NO. 207

The centerline of the said servitude area is more particularly described as follows:

As shown in red on plat attached hereto and made a part hereof.

See plat, sketch, or aerial photo attached hereto and made a part hereof.

Owner further grants unto Gulf States Utilities Company, the right to install, construct, maintain, operate, inspect, replace, repair, patrol, and remove underground electric service lines from Company's distribution facilities to a point approximately beneath owner's electric meter.

For said consideration and without further payment therefor, Grantor grants unto said Grantee, its successors and assigns, the right at all times, now or in the future, to enter upon the lands covered by this agreement and adjacent lands, as may be necessary, in order for Grantee to cut, trim and remove and to keep cut and trimmed all trees and underbrush which are within 5 feet of the centerline of said servitude area, and Grantor agrees not to construct or permit the construction of any works that would interfere with Grantee's use of the servitude area, or that

Grantee shall pay to Grantor all damages which may be done to fences and growing crops.

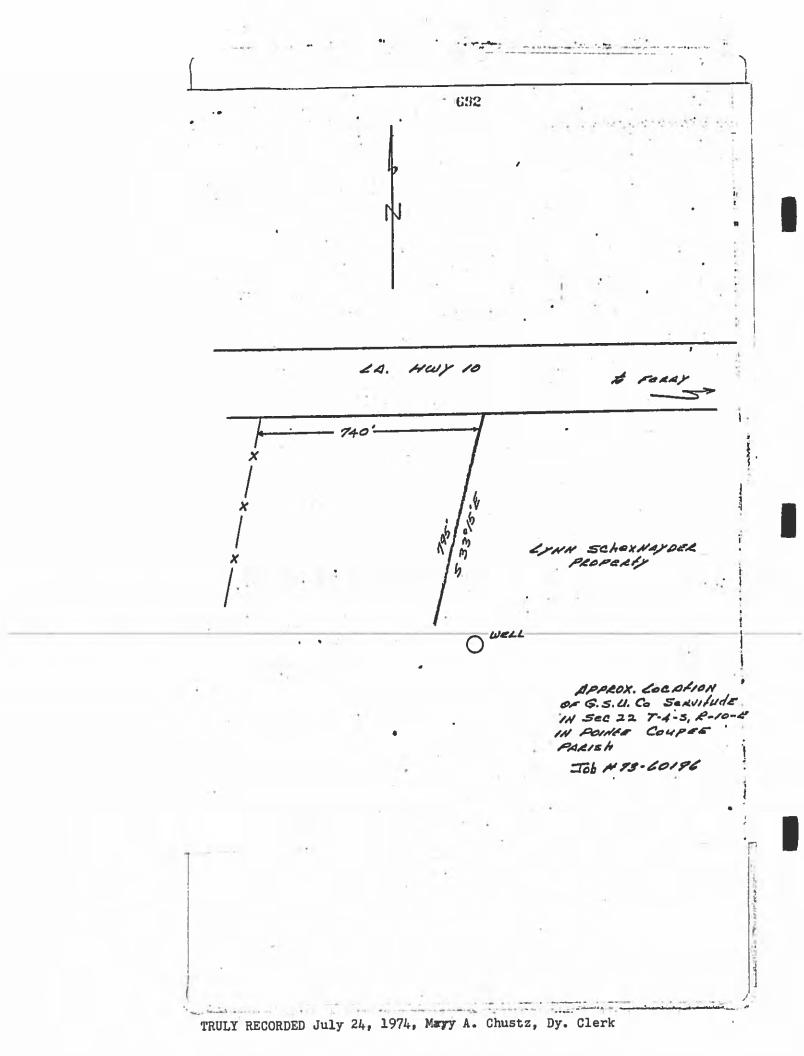
This agreement, is in the nature of a covenant running with the land, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

IN WITNESS WHEREOF, Grantor has executed this right of way and servitude grant on this 18 day of 0C7 A.D., 1973.

GRANTOR

J.O.#73-60196

GRUGSTA.U.72 DISTRIBUTION OFW 691 STATE OF LOUISIANA PARISH OF BEFORE ME, the undersigned authority, personally came and appeared R. J. Bornet who being by me first duly sworn, deposed and said: being by me first duly sworn, deposed and said: That he is one of the subscribing witnesses to the foregoing instrument; that LYNN SchexNAyded and in the presence of V.J. RAUd 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. ring Witness Louisiana. SWORN TO AND SUBSCRIBED before me at_ on this 19.L day of 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. Appearing Witness SWORN TO AND SUBSCRIBED before me at , Louislana, 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. **Appearing Witness** SWORN TO AND SUBSCRIBED before me at , Louisiana, on this Notary Public STATE OF PARISH (OR COUNTY) OF ON THIS day of , 19 , before me personally appeared to me known to be the person(a) described in and who executed the foregoing instrument, and acknowledged that executed the same as free act and deed. (he) (she) (they) 1 . Notary Public A to a to a distances and the service of the service of the



LEASE AGREEMENT

I, Mrs. Gertrude Langlois Schexnayder, married to Lynn Schexnayder, residents of the Parish of Pointe Coupee, State of Louisiana (hereinafter called LESSOR) hereby leases to PROGRESSIVE BROADCASTING CORPORATION (the obligation of all lessees being insolido) (Hereinafter called Lessee), the following described property:

Commencing at a point where the Section line between Sections 22 and 23, T4S, RIOE, intersects with the south right of way limits of the Public Road surfaced highway, which runs along the Mississippi River Levee come points of beginning, thence south 5 degrees 30 minutes west a distance 英羽7.4 マ feet along said sectionline to a point on said sectionline, thence Sign 84 degrees 30 minutes East a distance of 417.4 feet, thence North 5-degrees 30 minutes East a distance of 417.4 feet, thence North 5 degrees 30 minute East a distance of 417.4 feet, thence North 41 degrees 22 minutes West distance of 251.4 feet, to a point on the South right of way limits of said highway, thence along said South right of way limits of said highway South 46 degrees 54 minutes West a distance of 100 feet to a point on said South right of way limits of said highway, thence South 57 degrees 19 minutes West a distance of 100 feet along said South Right of Way limits of said highway to a point, on said South right of way limits of said highway, thence South 64 degrees 02 minutes West a distance of 93 feet along aid south right of way limits of said highway to the point of beginning. Said tract of land being situated in the Parish of Pointe Coupee, State of Louislana.

Lessor agrees to furnish a right of way for reasonable access to said property, and wherever a gate is used to enter upon said property, said gate is to remain closed at all times.

This lease is for a term of five years, commencing on the 1st day of March, 1978, and ending on the 1st day of March'1983.

3

This lease is made for and in consideration of an annual rental of FIVE HUNDRED FIFTY and NO/100 DOLLARS, payable annually.

The first payment shall be due on March 1st, 1978 and each succeeding year, at New Roads, Louisiana domicile of Lessor.

Lessee agrees that it will, at its own expense, at all times keep in safe and good condition and repair, and in all respects as now are, or may hereafter be prescribed by the laws of the State of Louisiana, Parish of Pointe Coupee, or other governmental authority, the lease premises and all improvements thereon and Lessee agrees to indemnify and save Lessor harmless from all and every claim, demand, action, cause of action and expense, including attorney's fees, arising out of, or in any way connected with any act or ommission of Lessee or any of its agents, employees, contractors or those claiming under them, in and about the operation, maintenance, alteration, repair or restoration of the said leased premises, or arising out of the operation of Lessee's business, or arising out of any of the terms or provisions of this lease binding upon or performed by Lessee.

Lessee also agrees to at all times during the term of this lease, or any renewal or extension thereof, at it's own cost and expense, to carry public Liability Insurance with One Hundred Fifty Thousand and No/100 (\$150,000.00) dollars and Fifty Thousand and No/100 Dollars (\$50,000.00) limits for the protection of Lessor and Lessee against public liability, and to pay the premiums due and to become due on said insurance; and Lessee shall cause to be furnished to Lessor a certificate of insurance certifying the existance of, and the essentials of, said policy and all renewals thereof, and certified by the insurer or its agent.



Lessee shall have the right to sublease the premises only with the written consent of Lessor, and in the event such sublease is made, it shall be subject to the terms, conditions and stipulations of this lease, and it is expressly agreed and understood that the consent of Lessor to permit subleasing of the premises, if such consent to an assignment of the lease or the leased premises.

It is understood and agreed that the said premises are leased, and are to be used by Lessee, for the sole purpose or erecting, maintaining and operating a radio tower or towers and all other necessary radio broadcasting equipment, with its usual and customary accouterments.

Lessee assumes any liability and agrees to indemnity and save harmless the lessor from such liability which may result from damage to person or persons or property of agents, employees, invitees passer-bys and any other persons whether on the leased premises or in their vicinity resulting from collision with such radio tower or towers in or above the ground or from the operation of said installations.

It is agreed that the impairment or destruction, either partial or total of said transmission tower by fire or any other casualty shall not have the effect of terminating this lease or of reduction of rental or other payment herein stipulated.

At the termination of this lease, or any extension thereof, either by forfeiture, default or lapse of time, Lessee shall surrender said premises to Lessor in at least as good a condition as they were at the time this lease was begun, the usual wear and tear of a prudent use excepted; and Lessee agrees to remove from the premises all structures or improvements of any nature whatsoever, at Lessee's sole expense. Said structure or improvements are to be removed within sixty (60) days from the termination of this lease, or any extension thereof.

Lessor takes cognizance that Lessee has entered into an "Asset Purchase Agreement" with Louis B. Coco and Louis B. Coco, Jr. d/b/a Louis Broadcasters and Company which, among after other things, is conditioned upon approval by the Federal Communications Commission, and that upon the Closing Date of said agreement, Lessee agrees to assume and Lessor agrees to allow Lessee to assume the exhisting lease by and netween Lessor and Louis Broadcasters and Company, Lessee agrees that all rent paid will be pro-rated by and between Progressive Boradcasting Corportation and Louis Broadcasters and Company as of the Closing Date. If for any reason whatsoever said sale of assets is not completed, this agreement shall become null and void.

This lease is made and signed in triplicate, in the City of New Roads, State of Louisiana, this <u>SEMENTH</u> day of <u>MAY</u>, 1927.

strude Truglan Sakefnayder RUDE LANGLOIS SCHEXNAYDER

CASTING CORP. GRESSIVE IOHN L. PEROYEA, FRESIDENT

TRULY RECORDED AUG. 31, 1977, I. G. Olinde, Clerk

ENTRY NO. 146

057 Nn 146 RECEIVED & FILED Pil 4:25

CLERK OF COUPT & RECORDER PARISH OF FOINTE COUPLE

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

BE IT KNOWN, that on the dates mentioned below, and before the

CASH SALE

undersigned notaries and witnesses, personally appeared, respectively:

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NEW ROADS SHOPPING CENTER, INC., a Louisians corporation, herein represented by Humphrey T. Olinde, Jr., its president, he being duly authorized to act herein by virtue of the authority contained in a resolution of the board of directors of said corporation, a certified copy of which is attached hereto and made a part hereof, , New Roads, Louisiana 70760:

MARY ANN SCHEXNAYDER GOODYFAR, born Schexnayder, wife of Robert Goodyear, with whom she resides, domiciled in the Parish of Pointe Coupee, Louisiana, address: Rt. 2, Box 79, New Ronds, Louisiana 70760; and

LYNN J. SCHEXNAYDER, married once and then to Gertrude Langlois Schexnayder, born Langlois, who is deceased, domiciled in the Parish of Pointe Coupee, Louisiana, address: Rt. 2, Box 81, New Roads, Louisians 70760;

hereinafter designated as "vendors", who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendors have bargained and sold, and do by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over without any warranty whatsoever, not even as to return of the purchase price, but with full substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto:

ADVANCED COMMUNICATION SERVICES, INC., & Louisiana corporation with its domicile and principal place of business being in Alexandria, Rapides Parish, Louisiana, herein represented by Dennis R. Dickson, its President, by authority of a resolution of the board of directors of said corporation, a certified copy of which is attached hereto and made part hereof, address: 251 McKeithen Drive, Alexandria, Louisiana 71303;

hereinafter designated as "purchaser", here present, accepting and purchasing for itself, its successors and assigns, and acknowledging delivery and possession of the following described property, to-wit:

A 340 foot guyed tower, including but not limited to the tower, guy wires, anchors, transmitter building, electric service & lighting kit. The tower is now constructed on the following described property at coordinates Lattitude 30 degrees 50' 19" and Longitude 91 degrees 42' 36" and will remain there based on the lease signed today affecting the following described property, to-wit:

Commencing at a point where the section line between Sections 22 and 23, T-4-S, R-10-E, intersects with the south right of way limits of the Public Road surfaced highway, which runs along the Mississippi River Levee, the point of beginning, thence South 5° 30" West a distance of 417.4 feet along said section line to a point of said section line, thence South 84° 30" East a distance of 417.4 feet, thence North 5° 30" East a distance of 417.4 feet, thence North 41° 22" West a distance of 152.4 feet to a point on the south right of way limits of said highway, thence along said south right of way limits of said highway South 46° 54" West a distance of 100 feet to a point on said south right of way limits of said highway, thence South 57° 19" West a distance of 100 feet along said south right of way limits of said highway, thence South 64" 02" West a distance of 93 feet along said south right of way limits of said highway to the point of beginning. Said tract of land being situated in the Parish of Pointe Coupee, State of Louisiana.

TO HAVE AND TO HOLD the said property unto the said purchaser; its successors and assigns, forever.

The said Lynn J. Schexnayder further declared that in further consideration of the purchase price paid by purchaser to vendors he waives any usufruct which he may own over the property herein conveyed.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of THREE THOUSAND AND NO/100 (\$3,000.00) 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 vendors, and full discharge and acquittance granted therefor.

Whenever the word "vendor" is used in this act, it shall be construed to include "vendors," and whenever the word "purchaser" is used it shall be construed to include "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 heirs, successors, and assigns of the respective parties hereto.

The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisians is hereby dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been paid. Taxes for the year 1991 will be paid by purchaser.

No title examination was requested of the undersigned notaries public and no such title examination was made by any of them.

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THUS DONE, READ AND PASSED by NEW ROADS SHOPPING CENTER, INC., through its undersigned agent, in the City of <u>New Romos</u>, Parish of <u>Powers Courses</u>, Louisiana, on the <u>30</u>^K day of <u>New</u>, 1991, in the presence of the undersigned competent witnesses and notary, after a due reading of the whole.

WITNESSES: NEY ROADS SHOPPING CENTER, INC. uning) Humphrey T. Olinde. President DTAR UBLI John 1 cwell

THUS DONE, READ AND PASSED by MARY ANN SCHEXNAYDER GOODYEAR and LYNN J. SCHEXNAYDER in the City of New Roads, Parish of Pointe Coupee, Louisiana, on the 15^{n} day of May, 1991, in the presence of the undersigned competent witnesses and notary, after a due reading of the whole.

WITNESSES:

Vicky SOSchexnayder

OTARY UBLIC John Wayne Jeyell

THUS DONE, READ AND PASSED by ADVANCED COMMUNICATION SERVICES, INC., through its undersigned agent, in the City of <u>New Roads</u> Parish of <u>Pointe Coupee</u>, Louisiana, on the <u>3rd</u> day of <u>June</u>, 1991, in the presence of the undersigned competent witnesses and notary, after a due reading of the whole.

WITNESSES:

Jaup. Schexnayder

ADVANCED COMMUNICATION SERVICES, Dennis R. Dickson President

well

UBLT

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TRULY RECORDED JUNE 3,1 991 BARBARA L. LAURENT DY. CLERK OF COURT

ENTRY NO. 147

UD BK 357 HO 147 RECEIVED & FILED Pil 4: 25

CLERN OF COUPT & PECORDER PARISH OF FOINTE COUPLE

ACT OF LEASE

475

STATE OF LOUISIANA

1.

PARISH OF POINTE COUPEE

BE IT KNOWN, that on the dates mentioned below, and before the

undersigned notaries and witnesses, personally appeared, respectively:

MARY ANN SCHEXNAYDER GOODYEAR, born Schexnayder, wife of Robert Goodyear, with whom she resides, domiciled in the Parish of Pointe Coupee, Louisiana, address: Rt. 2, Box 79, New Roads, Louisiana 70760; and

LYNN J. SCHEXNAYDER, married once and then to Gertrude Langlois Schexnayder, born Langlois, who is deceased, domiciled in the Parish of Pointe Coupee, Louisiana, address: Rt. 2, Box 81, New Roads, Louisiana 70760;

hereinafter designated as "lessors", who declared that they have leased and

let and do by these presents lease and let unto:

ADVANCED COMMUNICATION SERVICES, INC., a Louisiana corporation with its domicile and principal place of business being in Alexandria, Rapides Parish, Louisiana, herein represented by Dennis R. Dickson, its President, by authority of a resolution of the board of directors of said corporation, a certified copy of which is attached hereto and made part hereof, address: 251 McKeithen Drive, Alexandria, Louisiana 71303;

hereinafter designated as "lesses", the following described land, viz:

Commencing at a point where the section line between Sections 22 and 23, T-4-S, R-10-E, intersects with the south right of way limits of the Public Road surfaced highway, which runs along the Mississippi River Levee, the point of beginning, thence South 5° 30" West a distance of 417.4 feet along said section line to a point of said section line, thence South 84° 30" East a distance of 417.4 feet, thence North 5° 30" East a distance of 417.4 feet, thence North 41° 22" West a distance of 152.4 feet to a point on the south right of way limits of said highway, thence along said south right of way limits of said highway South 46° 54" West a distance of 100 feet to a point on said south right of way limits of said highway, thence South 57° 19" West a distance of 100 feet along said south right of way limits of said highway, thence South 64" 02" West a distance of 93 feet along said south right of way limits of said highway to the point of beginning. Said tract of land being situated in the Parish of Pointe Coupee, State of Louisiana.

Subject to the terms and conditions hereof, this lease is made and entered into for a period of twenty (20) years, commencing May 15, 1991, and terminating at midnight on May 14, 2011 and is for the following consideration: During the first five (5) years of said term the rental shall be Seventy-five (\$75.00) Dollars per month, payable in advance on the first of each month; and said rental shall thereafter be adjusted on May 15, 1996, May 15, 2001 and May 15, 2006, in accordance with the federal cost of living index. All rentals shall be paid to Lynn J. Schexnayder as usufructuary of the property herein leased, until the termination of said usufruct.

As a further consideration for this lease it is understood and agreed by and between lessor and lessee, as follows:

1. The property herein leased shall be used by lessee solely to provide lessee a location suitable in size for the construction and operation of a communication tower with its appurtenant facilities, including guy wires and post anchored to the ground in at least six (6) locations, adjatent to the tower. Lessee shall have the right to additionally erect suitable ground facilities adjacent to the tower to house necessary equipment.

2. Lessors grant to lessee the right to access for vehicles and electrical and other utilities as necessary herein. Lessee shall also have the right to fence in an area fifty feet by fifty feet (50' x 50') around the tower and building if needed in order to protect its facilities.

3. This lease shall be a non-exclusive lease and lessors shall be entitled to maintain operations for agricultural needs subject to the use above described for lessee with the understanding that lessors are liable to lessee for any damages to lessee's equipment caused by lessors' operations within the leased area. Lessee may also build permanent structures on the said leased premises provided it is within 100 feet of the base of the tower.

4. Should the locality designated for the construction of this tower become unsuitable for a communications tower for any reason during the term of this lease, or should lessee lose its license for operation of the tower, then lessee shall have the option at that time to cancel this lease.

5. Lessee shall have the right to limit access to the area around the tower and its structures by locking the gate to the fence above referred to.

6. This lease may not be assigned or sublet.

7. Lessors shall have the right from time to time to grant oil, gas and mineral leases relative to all or any part of the leased premises. And in this connection, lessors reserve to themselves all payments made in

connection with such leases. Lessors, their sasigns and mineral lessees or their agents, employees and assigns, shall have the full and complete right to conduct any and all geophysical or exploratory operations on the lessed premises, and to produce, save, store and remove all oll, gas or other minerals produced therefrom, said mineral lessees having the right of full ingress and egress to, on, and over said property for said purposes, and this lease shall be subordinate to any oil, gas and mineral lesse now existing or that may be granted in the future.

8. Lessors reserve the right to grant rights-of-way and/or servitudes below or upon the surface of the lands herein lessed, so long as same do not conflict with lessee's use thereof.

9. Lessee agrees not to commit wante on or damage to the property lessed herein by it and will use due care to prevent others from so doing, and agrees to keep in a reasonable manner the ditch bank, roads and fence rows, etc., clean from all weeds and undergrowth at all times.

10. Lessee accepts this lesse, and said lands herein lessed, subject to any and all existing or duly recorded servitudes, essements and rights-of-way.

11. As further consideration for this lease lease assumes responsibility for the condition of the premises herein leased and leasons shall not be liable for any damages or injuries caused by any vices or defects therein to lessee, its agents, employees, invitees, licensees, or any other occupant of said property, or to anyone in or on said premises by license of the lessee.

12. Lesses agrees to hold lessors free and harmless and to indemnify lessors from any and all losses, claims, suits, or demands arising or resulting from lessees' operation on and use of lessors' properties leased hereunder.

13. Lessee agrees to surrender to lessors the premises herein lessed immediately upon the termination of this lesse. Any improvements and/or any other work constructed or performed on the lessed premises by the lessee prior to or during the term of this lesse shall become the property of lessor at the termination of this lesse, all without compensation to lessee,

unless same is removed by lesses prior to the termination of this lease and the land is restored to a clean condition.

14. Lessee agrees and obligates himself to obtain and keep in force and effect during the term of this lesse, at lessee's sole expense, a policy or policies of liability insurance in a reputable insurance company or companies licensed to do business in the State of Louisiana covering the properties herein leased and with lessors as additional named insureds with limits of not less than one million dollars. Lessee shall furnish lessors with a certificate or certificates issued by such insurance company or companies evidencing that the said insurance is in full force and effect.

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

THUS DONE AND SIGNED by lessors in the City of New Roads, Parish of Pointe Coupee, Louisiann, on the 13th day of May, 1991 after a due reading of the whole in the presence of the undersigned competent witnesses and notary. WITNESSES:

Robert N. Loupe Mary Ann Scherneyder Goodyear 2) ... J. J. J. J. July 1 my De.) Vicky S. Schexnayder AS der

WARY PUBLIC Wayne Jewell John

THUS DONE AND SIGNED by lessee in the City of _____ New Roads Parish of _____ Pointe Coupee_, Louisiane, on the 3rd day of June 1991 after a due reading of the whole in the presence of the undersigned competent witnesses and notary.

WITNESSES: Robert N. Loupe

2) ich & Sale Vicky S. Schemayder

ADVANCED COMMUNICATION SERVICES.

TRULY RECORDED JUNE 3, 1991 BARBARA L. LAURENT DY. CLERK OF COURT

John

12a ARY PUBLIC Vayne Jewell

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5	ENT BY:LOCKE PURNELL \$12-13-86 ; 5:58	BPN ; 58455852000 - 00-	
	e .	875	7419
	ACT OF TREMINATION OF LEASE	• UNITED STATES OF AMERICA-	Ð
		STATE OF LOUISIANA	
		PARISH OF POINTE COUPER SALE S	LENER C
1	BE IT KNOWN that on the dates here		
	BEFORE US, the undersigned notaries in the presence of the undersigned wincesses;		· [2]
	PERSONALLY CAME AND APPEAL	RED:	
\$ }	MARY ANN SCHEXNAYDER GOOD majority, having been married but once whom she is presently residing in the Pointe Coupes Road, New Roads, Louis	DYEAR, a person of the full age of and then to Robert Goodyear, with Parish of Pointe Coupee, at 10534 siana 70760-	
	LYNN J. SCHEXNAYDER, a person of married twice, first to <u>Gertrude</u> predeceased him, and second to <u>Rosem</u> with whom he is separate in property Parish of Points Coupee, State of Louis	ary Smith Schemayder	•
	Parish of Points Coupee, State of Louis 10448 Pointe Coupee Road, New Road (collectively, the "Lessor"); and	is, LA 9.60 a mailing address of	
-	ADVANCED COMMUNICATION S corporation, having an address of 3200 P	ERVICES INC A Louis	
	"Lessos");	North Bolton Avenue, Alexandria, gh its duly authorized officer (the	
	he being duly swom, did declare as follows:		
։ Տ, Ն	1. Lessor and Lessoe are parties to the property described on <u>Exhibit "A"</u> stituched he 1991, and recorded at COB 357, folio 147, h	it certain lease agreement with respect to treto and made a part hereof, dated June a Pointe Coupee Parish, Louisiana (the	
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	F• •	••	

SENT BY:LOCKE PURNELL 112-13-06 ; 5158PN ; 5045585200+ 1 318 484 3080 1811 876 3. Lyon J. Schemeyter hereby declares and acknowledges that his confructancy interest in the property descried on <u>Exhibit "A"</u> attached hereto and made a part hereof has been terminated due to his remarriage as is set forth in his appearance herein above. THUS DONE AND PASSED is the Parish of Points Cospee, State of Louisiana, on this 16th day of December, 1996, in the presence of the undersigned witnesses and me, Notary, after due reading of the whole. WITNESSES: BALLANN SCHEDNAYDER DOODYEA NO 21.5 FUBLIC COLUMN mion housed for His. THUE DONE AND PASSED in the Parish of Pointe Coupee, State of Louisiane, on this 16th day of December, 1996, in the presence of the undersigned witnesses and me, Notary, after due reading of the whole. TYNN I SCHEDINAYDER NOT RY PUBLIC My commission is indued for life. -2-ATAU.

Έ. • Ł * SENT BY:LOCKE PURNELL 112-13-00 ; 5:50PM ; 5045585200- 1 **318 484 399**0 1812 . . · · . 877 THUS DONE AND PASSED in the Parish of <u>Pointe Coupee</u>, State of Louisiana, on this <u>16</u> day of <u>December</u>, 199<u>6</u> in the prosence of the undersigned witnesses and me, Notary, after due reading of the whole. WINESSES: ADVANCED COMMUNICATION SERVICES, INC. 2 monder By: Name: Dennis Title: Dros Dickon NO RY JUBLIC commi My ion is issued for life. -3-SF.

SENT BY:LOCKE PURNELL

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President

Commencing at a point where the section line between Sections 22 and 23, Township 4 South, Range 10 East, intersects with the south right of way limits Township 4 South, Kange 10 Hast, intersects with the south right of way limits of the Public Road surfaced highway, which runs along the Mississippi River Loves, the point of beginning, thence South 5'30' West a distance of 417.4 feet along the section line to a point of said section line, thence South 84'30' Hast a distance of 417.4 fact, thence North 5'30' Hast a distance of 417.4 feet, thence North 41920' Meet a distance of 152.4 feet to a maint on the analytic side thence North 41°22 West a distance of 152.4 feet to a point on the south right of way limits of said highway, thence along said south right of way limits of said highway South 46754" West a distance of 100 foet to a point on the said south right of way limits of said highway, thence South 5719" West a distance of 100 feet along said south right of way limits of said highway, thence South 64'02' West a distance of 93 fact along the south right of way limits of said highway to the point of beginning. Said tract of land being situated in the Parish of Pointe Coupee, State of Louisians.

- 4 -

860

LAND LEASE AGREEMENT

This Land Lease Agreement ("Lease Agreement") dated as of December 16, 1996, is by and between MARY ANN SCHEDNAYDER GOODYEAR, having a mailing address of 10534 Pointer 18, 1996, is by and Road, New Roads, LA 70760 (bereinafter referred to as "Landlord"); and PINNACLE TOWNING THE THEOREM a Delaware corporation, having a mailing address of 1549 Ringling Boulevard, Third Floor, Sarasota, Florida 34236 (hereinafter the "Tenant").

1. Premises and Term. In consideration of the obligation of Tenant to pay rent as hereinafter provided and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, that certain tract or parcel of land described in Exhibit "A" attached hereto, together with all rights, privileges, easements, and appurtenances belonging or in any way pertaining thereto, together with the nonexclusive right for ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks, for the installation and maintenance of a radio tower, utility wires, cables, conduits and pipes, over, under or along the limestone drive from the land described on Exhibit "A" hereof to La Highway 10, all as is shown on the survey of C.H. Fenstermaker, dated December 1996, attached hereto and made a part hereof (hereinafter, collectively the "Premises"). Landlord shall cooperate with Tenant in obtaining necessary utility services or rights-of-way to the radio tower by signing such documents or easements as may be required by utility companies. TO HAVE AND TO HOLD the same for a primary term of twenty years (the "Primary Term") commencing on the date hereof.

2. Rent

(a) Tenant shall pay rent to Landlord at the rate of FOUR THOUSAND AND NO/100 (\$4,000.00) DOLLARS per year, payable in advance. The first annual installment of Rent shall be due and payable on the date hereof and subsequent annual installments of Rent, as adjusted subsequent year.

(b) The rental for each year of the Primary Term subsequent to the first year hereof, and for any year of any Renewal Term, shall be adjusted annually by adding the sum of ONE HUNDRED TWENTY AND NO/100 (\$120.00) DOLLARS to the annual rental rate.

(c) All payments of rent shall be made to Landlord as the same shall become due in lawful money of the United States of America at the address specified in Section 15 of this Lease Agreement, or to such other party or at such other address as may be designated by Landlord by written notice delivered to Tenant at least ten days prior to the next ensuing monthly rental payment date.

Land Lease Agreement (Advanced Communications)

861

Use.

3.

The Premises are being leased for the purposes of operating, maintaining, **(a)** erecting and installing radio and communications towers, buildings, and equipment. At all times during the term of this Lease Agreement, Tenant shall have free access to the Premises seven days a week, twenty-four hours a day, for these purposes.

Tenant shall have the right to lease or grant licenses to use the radio tower or **(b)** any structure or equipment on the Premises but no such lease or license shall relieve or release Tenant from its obligations under this Lease Agreement.

If, at any time during the term of this Lease Agreement, the Federal Aviation (c) Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements so that Tenant may no longer use the Premises for the purposes originally intended, Tenant shall have the right to cancel and terminate this Lease Agreement upon written notice to Landlord and payment of one month's rent.

Utility Charges. Tenant shall pay all charges incurred for the use by Tenant of utility 4. services at the Premises including, without limitation, gas, electricity, water, sewer, and telephone.

5. Insurance.

Tenant shall insure against property damage and bodily injury arising by reason (a) of occurrences on or about the Premises in the amount of not less than \$1,000,000.

The insurance coverage provided for herein may be maintained pursuant to (b) master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, shall name Landlord as an additional insured, as appropriate, and shall provide for cancellation only upon ten days prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

Radio Tower, Equipment and Fixtures. 6.

Tenant or its customers shall have the right to erect, install, maintain, and (8) operate on the Premises such equipment, improvements, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall be separately owned by Tenant or its customers. At any time during the term of this Lease Agreement and within thirty days after termination hereof, Tenant or its customers shall have the right to remove their equipment, improvements, structures, fixtures, signs, and personal property from the Premises provided that Tenant is not then in default.

Land Lease Agreement (Advanced Communications)

Landlord acknowledges that the 340' Rohn 55G radio tower presently located **(b)** on the Premises is the property of Tenant, and agrees to execute a written document to that effect within ten (10) days of receipt of a written request from Tenant.

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Landlord and Tenant acknowledge that the Tenant may need to replace the (c) Tower during the Primary Term or any Renewal Term hereof. Landlord agrees to cooperate with Tenant in obtaining any necessary zoning approvals, construction permits and any other governmental approvals that may be required in connection with the replacement of the Tower.

7. Condemnation.

If all of the Premises (or if less than all, but Tenant reasonably determines that (a) the remaining portion cannot be operated as a radio tower), shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation, then the term of this Lease Agreement shall cease and terminate as of the date of title vesting in such proceeding (or sale) and all rentals shall be

In the event of a partial taking or condemnation which takes less than a **(b)** substantial portion of the Premises and Tenant determines that the remaining portion can be operated as a radio tower, this Lease Agreement shall continue in full force and effect but with an equitable

In the event of any condemnation, taking, or sale, whether whole or partial, (c) Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Lease Agreement shall not affect

Liability and Indemnification. Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons, or invitees, or any person whomsoever, for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of Tenant, its employees, or agents, or of any other person entering upon the Premises under express or implied invitation of Tenant (other than Landlord or Landlord's employees or agents), and Tenant agrees to indemnify Landlord and hold it harmless from any loss, claim, damage, cost, or expense suffered or incurred by Landlord by reason of any such damage or injury.

9 Assignment. Tenant may not assign or sublease this lease, in whole or in part, without the prior written approval of Landlord, which consent shall not be unreasonably withheld.

Default:

(a) Agreement:

The following events shall be "Events of Default" under this Lease

Land Lease Agreement (Advanced Communications)

(1) Tenant shall fail to pay any installment of rent hereby reserved as and when the same shall become due and shall not cure such default within thirty days after written notice thereof is given by Landlord to Tenant;

(2) Tenant shall fail to comply with any term, provision, or covenant of this Lease Agreement, other than the payment of rent, and shall not cure such failure within thirty days after written notice thereof is given by Landlord to Tenant (provided that if such default cannot reasonably be cured within thirty days, then Tenant shall have an additional reasonable period of time within which to cure such default);

(3) Tenant shall be adjudged bankrupt or insolvent, make a transfer in fraud of creditors, or make an assignment for the benefit of creditors and such judgment continues undischarged and unstayed for a period of sixty days;

(4) Tenant shall institute voluntary bankruptcy proceedings or consent to the filing of a bankruptcy proceeding against it or file a petition or answer or consent seeking reorganization or liquidation under any bankruptcy or similar law; or

(5) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and such appointment shall continue in effect unstayed for a period of sixty days.

(b) Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever;

(1) Terminate this Lease Agreement, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises, or any part thereof, by force if necessary, without being liable to prosecution or for any claim for damages; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise;

(2) Enter upon and take possession of the Premises and expel or remove Tenant and other persons who may be occupying the Premises, or any part thereof, by force if necessary, without being liable to prosecution or for any claim for damages, and relet the Premises, as Tenant s agent, and receive the rent therefor; and remain agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting;

Land Lease Agreement (Advanced Communications)

Page 4

Enter upon the Premises, without being liable to prosecution or for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease Agreement; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's

864

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default shall not be deemed or construed to constitute a waiver of such

Right of Inspection. Landlord and its agents and representatives shall be entitled to 11. enter upon and inspect the Premises at any time during normal business hours, provided only that such inspection shall not unreasonably interfere with Tenant's business.

Warranty of Title and Ouiet Enjoyment 12.

Landlord represents and warrants that it is the owner in fee simple of the **(a)** Premises, and that it alone has full right to lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on paying the rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease Agreement, including the Renewal Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns, or those claiming through them.

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During the term of this Lease Agreement, Landlord covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Premises without the prior written consent of Tenant; provided, however, that it is expressly agreed and understood that Landlord may subject its interest in the Premises to a first mortgage loan if its lender shall agree for itself, its successors, and assigns, by written instrument in form and substance reasonably satisfactory to Tenant, (1) to be bound by the terms of this Lease Agreement; (2) not to disturb Tenant's use or possession of the Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default hereunder, and (3) not to join Tenant as a party defendant in any such foreclosure proceeding taken by it.

Holding Over by Tenant. Should Tenant or any assignee, sublessee or licensee of 13. Tenant hold over the Premises or any part thereof after the expiration of the Primary Term or Renewal Term hereof, unless otherwise agreed in writing, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and

Land Lease Agreement (Advanced Communications)

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14. Lenders' Continuation Rights.

Landlord recognizes the leases of all tower lessees and will permit each of such (a) lessees to remain in occupancy of its premises notwithstanding any default hereunder by Tenant, so long as each such respective lessee is not in default under the lease covering its premises.

Landlord consents to the granting by Tenant of a lien and security interest in **(b)** Tenant's interest in this Lease Agreement and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Tenant's mortgagee of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Tenant's mortgagee as Tenant hereunder upon any such exercise by Tenant's mortgagee of its rights

Landlord hereby agrees to give Tenant's mortgagee written notice of any (c) breach or default of the terms of this Lease Agreement, within fifteen days after the occurrence thereof at such address as is specified by Tenant's mortgagee. Landlord further agrees that no default under this Lease Agreement shall be deemed to have occurred unless such notice to Tenant's mortgagee is also given and that, in the event of any such breach or default under the terms of the Lease Agreement, Tenant's mortgagee shall have the right, to the same extent, for the same period and with the same effect, as the Tenant, plus an additional ninety days after any applicable grace period to cure or correct any such default whether the same shall consist of the failure to pay rent or the failure to perform, and Landlord agrees to accept such payment or performance on the part of the Tenant's mortgagee as thought the same had been made or performed by the Tenant. Landlord agrees that it shall not exercise its right to terminate this Lease Agreement or any of its other rights under this Lease Agreement upon breach or default of the terms of this Lease Agreement without so affording Tenant's mortgagee the foregoing notice and periods to cure any default or breach under

(d)

Landlord hereby (a) agrees to subordinate any lien or security interest which it may have which arises by law or pursuant to this Lease Agreement to the lien and security interest of Tenant's mortgagee in the collateral securing all indebtedness at any time owed by Tenant to its mortgagee (the "Collateral"), and (b) furthermore agrees that upon an event of default under the loan documents between Tenant and its mortgagee or this Lease Agreement, Tenant's mortgagee shall be fully entitled to exercise its rights against the Collateral prior to the exercise by the Landlord of any rights which it may have therein, including, but not limited to, entry upon the Premises and removal of the Collateral free and clear of the Landlord's lien and security interest.

Landlord acknowledges that nothing contained herein shall be deemed or (e) construed to obligate the Tenant's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Lease Agreement.

Tenant shall promptly notify landlord of all mortgages or other encumbrances placed upon its interest in this lease or upon any of its belongings situated on the leased premises. The provisions of this paragraph 14 are conditioned upon such notice having been duly given.

Land Lease Agreement (Advanced Communications)

15.

Notices and Payments. Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be deemed to be delivered or remitted, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at such other address as they shall have theretofore specified by written notice delivered

LANDLORD:

Mary Ann Schexnayder Goodyear 10534 Pointe Coupee Road New Roads, Louisiana 70760

866

TENANT

Pinnacle Towers Inc. Attn: Michael D. Craig 1549 Ringling Blvd., 3rd Floor Sarasota, FL 34236

Force Majeure. The time for performance by Landlord or Tenant of any term, 16. provision, or covenant of this Lease Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

Recording. A short-form memorandum of this Lease Agreement, setting forth the term hereof, the renewal option, and such other provisions hereof as Landlord or Tenant shall reasonably deem to be pertinent, which Landlord or Tenant, promptly upon request of the other party, shall execute, acknowledge and deliver to the requesting party in recordable form, may be recorded at Landlord's or Tenant's option. The requesting party agrees to provide the other party with an executed duplicate of such short-form memorandum upon written request. In addition, either party hereto may record this Lease Agreement in its entirety.

18. Marital Status of Landlord. Landlord declares and acknowledges that she is married to Robert Goodyear, with whom she is presently residing in Pointe Coupee Parish, Louisiana. Landlord declares that the Premises are her separate and paraphernal property.

Relocation of Premises. Upon six (6) months prior written notice to Tenant, Landlord 19. shall have the right to relocate the Premises to any part of the parcel owned by Landlord and adjoining the Premises, as more fully described on Exhibit "B" attached hereto and made a part hereof, to a location mutually agreeable to Tenant and Landlord. Landlord shall bear all costs incurred by Tenant in connection with such relocation of the Premises, including without limitation, all construction, engineers, tenant relocation and legal expenses related thereto.

20. Miscellaneous.

If this Lease Agreement is terminated pursuant to a right to do so herein (a) contained, neither party hereto shall thereafter have any further obligation or liability one to the other, Land Lease Agreement (Advanced Communications)

and this Lease Agreement shall be of no further force or effect. However, Landlord reserves all rights

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The captions used in this Lease Agreement are for convenience only and shall **(b)** not be deemed to amplify, modify, or limit the provisions hereof.

Words of any gender used in this Lease Agreement shall be construed to (c) include any other gender, and words in the singular shall include the plural and vice versa, unless the

This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns. (d)

This Lease Agreement contains the entire agreement of the parties hereto with (c) respect to the subject matter hereof and can be altered, amended, or modified only by written

This Lease Agreement shall be governed by and construed in accordance with **(f)** the laws of the state of Louisiana.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

LANDLORD:

MARY ANN SCHEDNA YDER GOOD YEAR

Land Lease Agreement (Advanced Communications)

٩. -868 . LESSEE: PINNACLE TOWERS INC. By: Midum D Pring Name: Michael D. Craig Title: Vice President 1.1 Land Lease Agreement (Advanced Communications) Page 9

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	STATE OF LOUISIAN					
	PARISH OF POINTE (COUPEE				
	and voluntary act and de	he undersigned Notary Pu ARY ANN SCHEXNAYDER tary, that she signed and e red and for the objects an	ecuted the foregoid purposes therein	ing instrument as	declared and her own free	
-	IN WITNESS W Notary, and the undersig on this _/(day of De				her with me, as aforesaid	
	WITNESSES:					
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-	Land Lease Agreement (Advanced (Communications)		12	Page 10	
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ACKNOWLEDGEMENT

STATE OF LOUISLANA

PARISH OF POINTE COUPEE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said State and Parish, personally came and appeared Michael D. Craig, to me known, who declared and acknowledged to me, Notary, that he is the Vice President of PINNACLE TOWERS INC., that as such duly authorized officer, by and with the authority of the Board of Directors of said corporation he signed and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, at my office in the Parish and State as aforesaid on this <u>Figure</u> day of December, 1996.

WITNESSES:

10 Sel.

MICHAEL D.

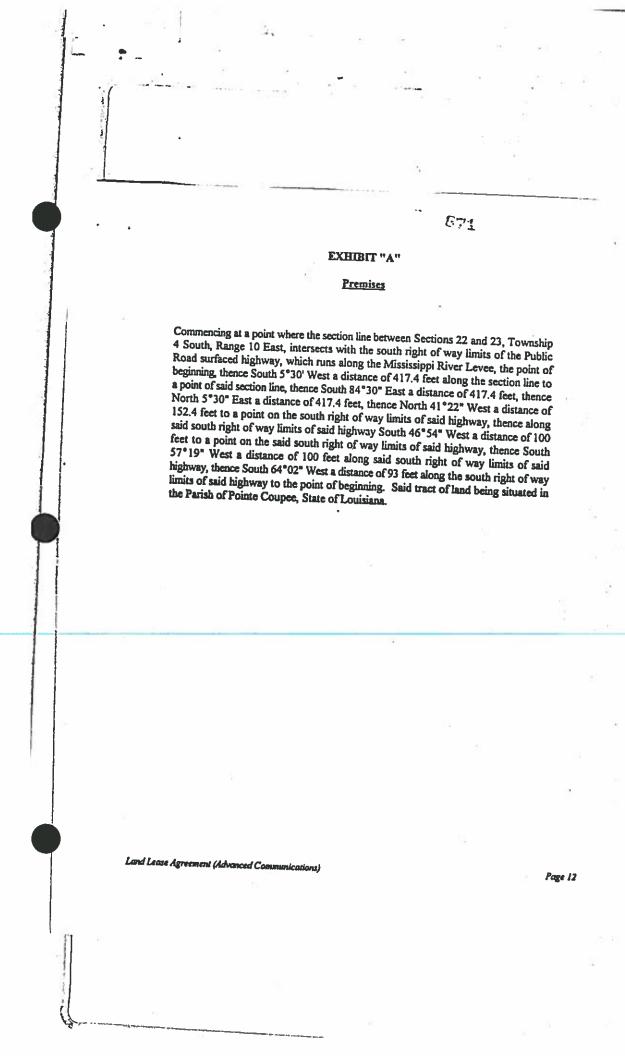
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NOTARY PUBLIC My commission is issued for life.



nd Lease Agreement (Advanced Communications) La

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DEC. -16' 96 (MON) 08:04 PINNACLE TOWERS INC. SENT BY:LOCKE PURNELL :: 12-13-08

TALL STREET, ST

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TOWERS INC.

TEL:3648886 \$045585200-

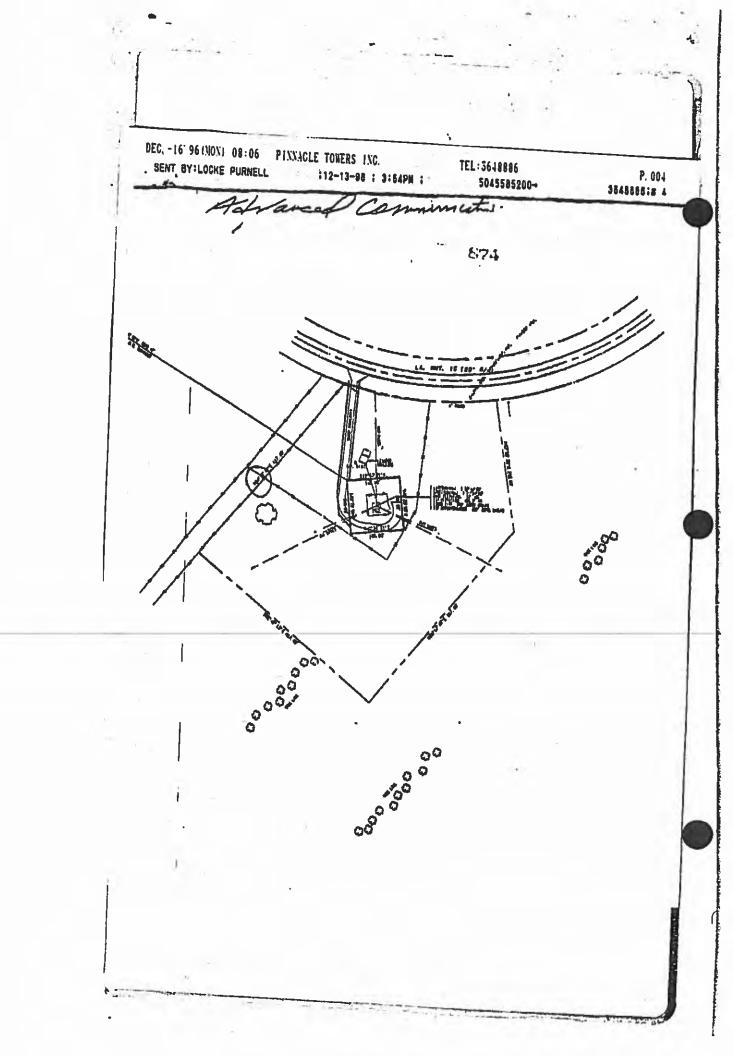
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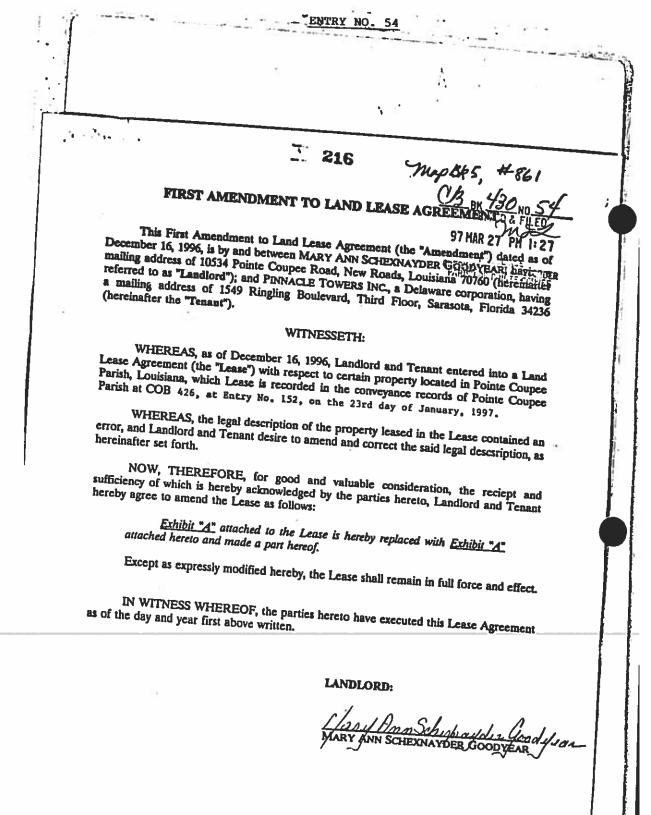
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EXCLISIT "R"

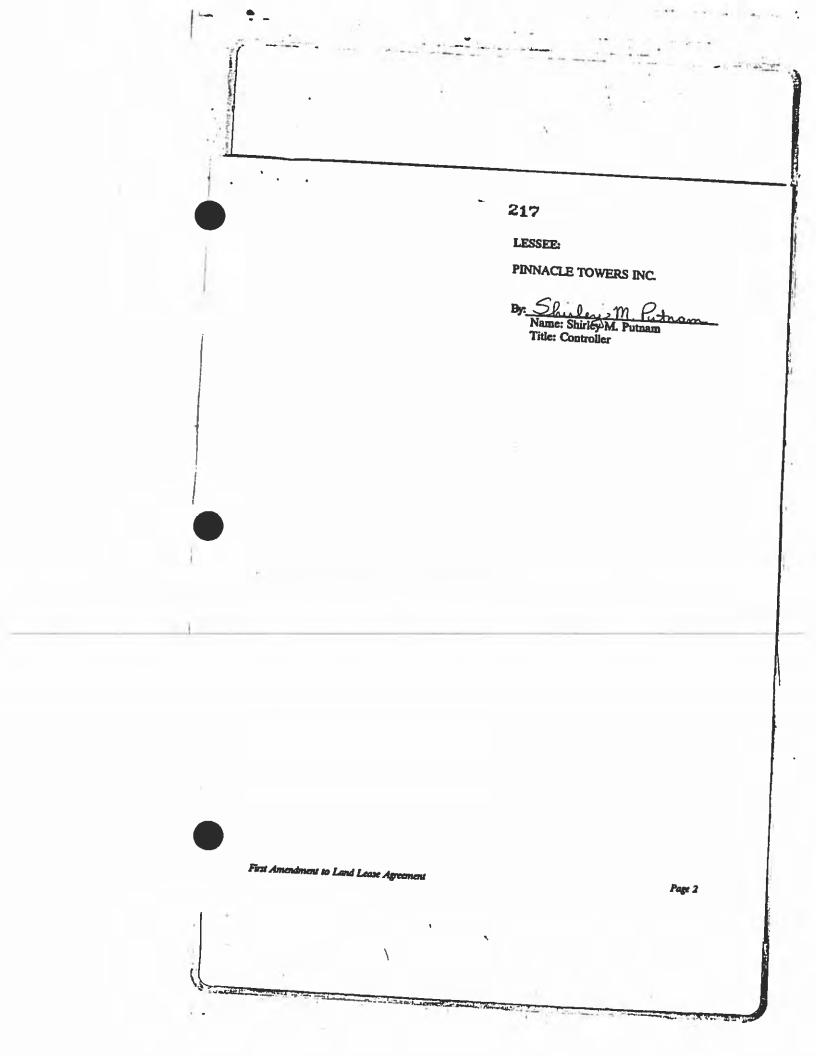
A cortain treat of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisians, fronting on the Mississippi River and being located in Sections 23, 24, 82, 83, 64 and portions of Sections 25 and 85. Township Four (4) South. Ranga Ten (10) East, which and tract of land contains 378.34 acres, stalusive of the betture in front thereof, and exclusive of the lot hereinafter arcepted from said tract, and said tract being designated as TRACT A on a plat of survey and division of the Antoine Langlois property made by Toxie Graft, Givil Engineer, dated Octobes 23, 1973, an official copy of which plat is annaxed to and made a part of an act of partition dated October 5, 1976, filed and recorded under Entry No. 220 of Conveyance Book 135 and Map No. 56 of Map Book 3; records of Points Coupes Parish, Louisians, reference being herewith made to said plat for greater certainty of description. Said Tract A being acre fully described according to said plat of survey as follows: Beginning at the intersection of the property line between property of Lynn Scharnsyder and property formerly of Antoine E. Langlois with the south right-of-way limits of Louisiana Righway No. 10 (being the northwest corner of Tract A); thence traverse along the south right-of-way limits of Louisiana Righway No. 10 in a general mortheasterly direction; the distance and bearing shown on said plat, being a total distance of 3,875.30 feet to the mortheast corner of said Tract A; thence proceed south 5° 38' 37" west a distance of 8,416.49 feet to the southeast corner of said Tract A; thence proceed south 85° 43' west a distance of 2,175.89 fast to a point; being the southwest corner of said Tract A and slap the southwest corner of Section 82, Township 4 South, Range 10 Sast; thence proceed north 3" 48' 21" Rant a distance of 5,836.78 feet to the northwest corner of said Tract A and the point of beginning, together with all of the batture, alluvion and acoretion in front of said property and as fully shown on the aforementioned plat of curvey for greater certainty Aforementions plat of survey for greater certainty of description, said betture, alluvion and accretion being the area situated worth of said Tract A and defined by projections of the side lines of said tract to the bank of the Mississippi River, all of which is shown on said slave and for a state of which is shown on said plat. Said Tract A is

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	3	bounded as follows: North by the on the East by Tract 2 of said pl the property formerly of Hasel 1a of Lynelle Schexnayder Gay; on th properties of Hamilton E. Gray, O Auguste A. Bondy, Sr., et al., or Richard S. Patin, and on the West Lynn J. Schexnayder.	Anglois Povers, heing South by Seaten Lenslois	
		LESS AND EXCEPT from said above d that certain irregularly shaped I the westernmost boundary of said said plat to be 9.7 acres, more or lot was previously sold.	tract, shown on r lass, which said	
	â	Being the same property acquired Langlois Schernayder from her part Langlois and Lirsie Hess Langlois, donation dated July 2, 1973, filed under Entry Ho. 39 of Conveyance E of Pointe Coupse Parish, Louisians title information see act of bound between Gertrude Langlois Schernay October 5, 1976 filed and racorded 320 of Conveyance Book 133, record Farish, Louisians,	ents, Autoine , by act of 4 And recorded Book 111, records 1. For further Mary revision /der, et al.	
	3	SUBJECT TOI: (1) Royalty deads date filed and recorded under Entry Nos Conveyance Book 213, records of Po Parish, Louisians.	d August 10, 1981. . 8 and 9 of Inte Coupse	
		LESS AND EXCEPT FURTHER an undivid- interest in and to that certain por lying within the confines of the c pen situated on said land, which un interest therein is inherited by Ly Gay as sat forth hereinbelow.	atch lot and	· ·
•		SUBJECT TO mineral servitude equal ane-half interest in the mineral ri said property in favor of Lynelle s set forth below in this judgment.	to an undivided ghts affecting chemmayder Gay as	
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First Amendment to Land Lease Agreement



4 • • • 7 218 ACKNOWLEDGEMENT STATE OF LOUISIANA PARISH OF POINTE COUPEE BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared MARY ANN SCHEXNAYDER GOODYEAR, to me known, who declared and acknowledged to me, Notary, that she signed and executed the foregoing instrument as her own free and voluntary act and deed and for the objects and purposes IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, at my office in the Parish and State as aforesaid on this 12th day of March , 1997. WITNESSES: Dicky I Scherrey Lew Haynell Shemillion MARY ANN SCHEXNAYDER GOODYEAR NOTARY PUBLIC commission is issued for life. M First Amendment to Land Lease Agreement Page 3

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main and a lot

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF SARASOTA

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared Shirley M. Putnam, to me known, who declared and acknowledged to me, Notary, that she is the Controller of PINNACLE TOWERS INC., that as such duly authorized officer, by and with the authority of the Board of Directors of said corporation she signed and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, at my office in the County and State as aforesaid on this <u>12</u> day of March, 1997.

WITNESSES:

NOTARY PUBLIC

My commission expires: /- 3/-00



MY COMMISSION & COURSE January 31, 2000 ROADED THEN THEY AMERICAN ALL

First Amendments to Land Lease Agreement Page 4

Premises A certain tract of land, containing 4.729 acres, located in Section 23, Township 4 South, Range 10 East, Point Coupee Parish, Louisiana, being more fully Commencing at the NGS monument "PBM SHAMROCK" (Lat. 30"44'07", Long. 91°25'22"), proceed along a bearing of South 82°07'50" East a distance of 2115.17 feet to a point on the southerly right of way of La. Hwy. 10 at a point where the line between Sections 22 and 23 meet the southerly right of way line of La. Hwy. 10, said point hereinafter to be known as the Point of beginning; Thence proceed along the southerly right of way of La. Hwy. 10 a bearing of North 65"40'00" East a distance of 134.47' feet to a point; thence continue along the southerly right of way of La. Hwy. 10 a bearing of North 55°18'00" East a distance of 102.75 feet to a point; thence continue along the southerly right of way of La. Hwy. 10 a bearing of North 43°50'00" East a distance of 51.78 feet to a point; thence proceed along a bearing of South 44°08'01" East a distance of 249.34 feet to a point; thence proceed along a bearing of South 03°48'21" East a distance of 417.40 feet to a point; thence proceed along a bearing of North 86"11'39" West a distance of 417.40 feet to a point on the line between Sections 22 and 23; thence proceed along the line between Sections 22 and 23 a bearing of North 03°48'21" West a distance of 417.40 feet to the Point of Beginning. The Premises (as defined in the Lease) include the strip of land located fifteen feet on either side of the easterlymost guy wire for the radio tower located on the Premises, running from the boundary of the above described tract to the anchor point of said guy wire, which strip of land is located entirely on the parcel described in Exhibit "B" attached hereto and made a part hereof, and the said guy wire is more fully shown on the Survey (as hereinbelow described). All as more fully shown on the Survey of C.H. Fenstermaker & Associates, Inc. dated January 8, 1997, attached hereto and made a part hereof (the

First Amendment to Land Lease Agreement

34 G CB 540,07 BUSEED - 8 FILL: 43 MEMORANDUM OF LAND CEASE AGREEMENT

Site Name: Pointe Coupee Site No.:42435

This Memorandum evidences that a Land Lease Agreement ("LA") was made and entered into on the 2 day of 4a-2, 2007, by and between Mary Ann Schexnayder Goodyear, with a mailing address of 10534 Pointe Coupee Road, New Roads, LA 70760 ("Lessor") and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Basking Ridge, NJ 07920 ("Lessee"), the terms and conditions of which are incorporated herein by reference.

The LA provides in part that Lessor leases to Lessee a portion of that certain parcel of property located on Louisiana Highway 10 in New Roads, Pointe Coupee Parish, Louisiana, and being described as a 100' by 100' parcel containing 10,000' square feet, the underlying real property of which is legally described in Exhibit "A" attached hereto and made a part hereof as a portion of land having a front of eight (8) arpents on the Mississippi River by fifty-eight (58)arpents in depth located in Section 22, Township 4 South, Range 10 East, all as more particularly described in COB 489, Page 70 and COB 491, Page 352 of the Conveyance Records of Pointe Coupee Parish, Louisiana, with grant of rights of access, thereto and to electric and telephone facilities for a term of five (5) years commencing on the Missional five-year terms for a total of twenty-five years, unless earlier terminated by LESSEE under the terms of the LA. A copy of the LA is on file in the offices of the Lessor and Lessee.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

WITNESSES: LESSOR: ERIKARUGERS Name:

Mary Ann Schexnayder Goodiyear

N.C Steven B. Name: Cole nichele Name: Michele Gibb

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a Verizon Wireless

By:

Hans F. Leutenegger Area Vice President, Network, South Area

STATE OF LOUISIANA PARISH OF BUTE COMPLE

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BEFORE ME, undersigned duly commissioned and qualified Notary Public and the above signed competent witnesses, personally came and appeared Mary Ann Schexnayder Goodyear, to me known to be the person described in and who executed the foregoing instrument, who acknowledged to me in the presence of the above signed witnesses that she executed the same on the date hereof for the uses, considerations, and purposes therein expressed as her free act and deed.

Signed at New Roads, Louisiana, this 14th day of Tebruary , 2007.

otary Public Name: JOHN WAYNE JEWELL Bar/Commission No. LA BAR ROLL NO. 7253

STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

BEFORE ME, undersigned duly commissioned and qualified Notary Public and the above signed competent witnesses, personally came and appeared Hans F. Leutenegger, appearing herein in his capacity as Area Vice President, Network, South Area of Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, to me known to be the person described in and who executed the foregoing instrument as representing said Limited Partnership, who acknowledged to me in the presence of the above signed witnesses that he executed the same on the date hereof on behalf of said Limited Partnership, and that such instrument was executed for the uses, considerations, and purposes therein expressed by authority of the Partners of said Limited Partnership as the free act and deed of said Limited Partnership.

Signed at Charlotte, North Carolina, this _____

day of Notary Public

Name: _____Cathorine Lawson Bar/Commission No. ____/A OFFICIAL SEAL Notary Public, North Carolina Country of Cabarrus CaTHARINE LAWSON

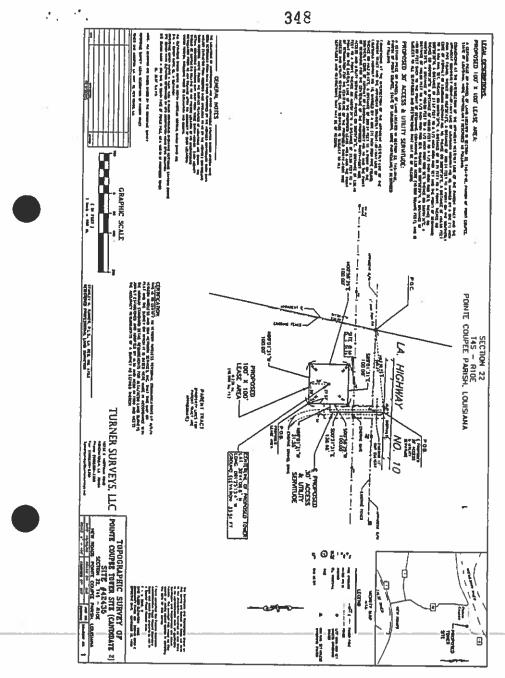


EXHIBIT "A"

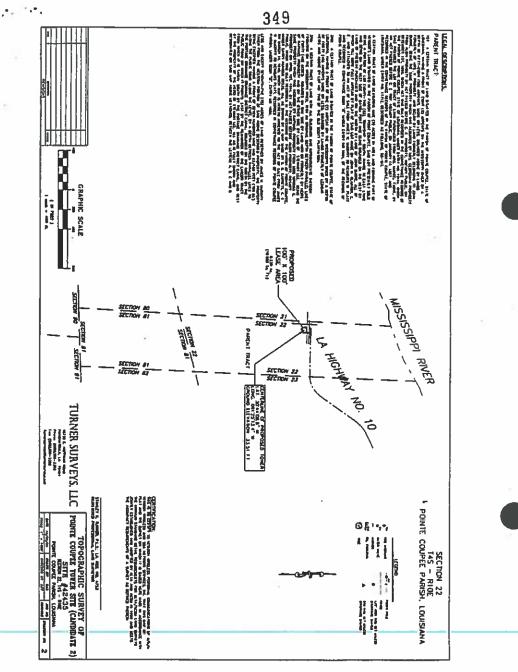


EXHIBIT "A"

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Mortgages

MULTIPLE INDEBTEDNESS MORTGAGER OF COURT & HECORDER PARISH OF POINTE COUPEE

Mortgagor: MARY ANN SCHEXNAYDER GOODYEAR (SSN: 437-78-8175) 10534 POINTE COUPEE ROAD NEW ROADS, LA 70760-9999

Mortgagee: GUARANTY BANK AND TRUST COMPANY 175 NEW ROADS STREET P. O. BOX 10 NEW ROADS, LA 70760 (225) 538-8521

UNITED STATES OF

STATE OF LOUISIANA PARISH OF POINTE

MULTIPLE INDEBTEDNESS MORTGAGE

BY: MARY ANN SCHEXNAYDER GOODYEAR

IN FAVOR OF:

1

GUARANTY BANK AND TRUST COMPANY

And Any Future Holder or Holders

BE IT KNOWN, that on the <u>10th</u> day of <u>October</u> 2001;

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

PERSONALLY CAME AND APPEARED:

MARY ANN SCHEXNAYDER GOODYEAR (S8N: 437-78-8175), a person of the full age of majority, domiciled and residing in the Parish of POINTE COUPEE, State of Louislana, whose mailing address is 10534 POINTE COUPEE ROAD, NEW ROADS, LA, 70760-9999, who declared that she is married to BOB ALLEN GOODYEAR with whom she is presently living and residing:

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 Montgagor from Montgagee, as well as Mortgagee's successors and assigns, from time to time, one or more times, now and in the future, under any and all Notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation, a Note dated August 3, 2001, in the principal amount of \$ 282.030.00 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 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 hypothecale 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 POINTE COUPEE Parish, State of

The immovable (real) property spacifically described as follows:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

Together with any and ell 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 focures stlached to and/or forming integral or component parts of the Property in accordance with the Louisiana

The Property or its address is commonly known as LA 10, NEW ROADS, LA 70750-3999.

MORTGAGE SECURING FUTURE INDEBTEDNESS. This Mortgage has been executed by Mortgagor pursuant to Article 3298 of the Louislana 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 Mongagor with such a mongage cancellation instrument for a period of sixty (60) days following receipt of Montgagor's written request, or such longer time as may be necessary for Mortgages 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 Mortgages.

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 Mortgages: (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:

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MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

Required Insurance. So long as this Mortgage remains in effect, Mortgagor shall, at its sole cost, keep and/or cause others, at their expense, to keep the Property constantly insured against loss by fire, by hazards included within the term "extended coverage," and by such other hazards (including flood insurance, where applicable) as may be be required by Mortgages. Such insurance shall be in an amount not less than the full replacement value of the Property, or such other amount or amounts as Mortgagee may require or approve in writing. Mortgagor shall further provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both Mortgagor and Mortgagee as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, occupancy, possession, operation and condition of the Property, and further containing a broad form contractual Hability endorsement covering Mortgagor's colligations to indemnify Mortgagee as provided hereunder. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor agrees to obtain and maintain Federal Flood Insurance, If available, within 45 days after notice is given by Mortgagee that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Mortgagee, and to maintain such insurance for the term of the loan.

Insurance Companies and Policies. Mortgagor may purchase such insurance from any insurance company or broker that is acceptable to Mortgagee, provided that such approval may not be unreasonably withheld. All such insurance policies, including renewals and replacements, must also be in form and substance acceptable to Mortgagee, and must additionally contain a lender's loss payee endorsement in favor of Mortgages, providing in part that (1) all proceeds and returned premiums under such policies of insurance will be paid directly to Mortgages, and (2) no act or omlasion on the part of Mortgagor, or any of its directors, officers, agents, employees or representatives, nor breach of any warranty contained in such policies, shall affect the obligations of the insurer to pay the full amount of any loss to Mortgages. Such policies of insurance must also contain a provision prohibiting cancellation, nonrenewal, or the alteration of such insurance without at least fifteen (15) daysprior written notice to Mortgagee of such intended cancellation or alteration. Mortgagor agrees to provide Mortgagee with originals or certified copies of such policies of insurance. Mortgagor further agrees to promptly furnish Mortgagee with copies of all renewal notices and, if requested by Mortgagee, with copies of receipts for paid premiums. Mortgagor shall provide Montgagee with originals or certified copies of all renewal or replacement policies of insurance no later than fifteen (15) days before any such existing policy or policies should expire. If Mortgagor's insurance policies and renewals are held by another person, Mortgagor agrees to supply original or certified copies of the same to Mortgagee within the time periods required above.

Property Losses and Claims. Mortgagor agrees to immediately notify Mortgagee in writing of any material casualty to or accident involving the Property, whether or not such casualty or loss is covered by insurance. Mortgagor further agrees to promptly notify Mortgagor's insurance company and to submit an appropriate claim and proof of claim to the insurance company in the event that any of the Property is lost, damaged, or destroyed as a result of an insured hazard. Mortgagee may submit such a claim and proof of claim to the insurance company on Mortgagor's behalf, should Mortgagor fail to do so promptly for any reason. Mortgagor hereby irrevocably appoints Mortgagee as its agent and attorney-in-fact, such agency being coupled with an interest, to make, settle and adjust claims under such policy or policies of Insurance and to endorse the name of Mortgagor on any check or other item of payment for the proceeds thereof; it being understood, however, that unless one or more Events of Default exist under this Mortgage, Mortgagee will not settle or adjust any such claim without the prior approval of Mortgagor (which approval shall not be unreasonably withheld).

Insurance Proceeds. Mortgages shall have the right to directly receive the proceeds of all insurance protecting the Property. In the event that Mortgagor should receive any such Insurance proceeds, Mortgagor agrees to immediately turn over and to pay such proceeds directly to Mortgagee. All insurance proceeds may be applied, at Mortgages's sole option and discretion, and in such a manner as Mortgagee may determine (after payment of all reasonable costs, expenses and attorney's fees necessarily paid or fees necessarily paid or incurred by Mortgagee in this connection), for the purpose of: (1) repairing or restoring the lost, damaged or destroyed Property; or (2) reducing the then outstanding balance of the Indebtedness and any Additional Advances that Mortgagee may have made on Mortgagor's headly before the second sec behalf, together with interest thereon. Mortgagee's receipt of such insurance proceeds and

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(Continued)

the application of such proceeds as provided herein shall not, however, affect the lien of this Mortgage. Nothing under this section shall be deemed to excuse Mortgagor from its obligations to promptly repair, replace or restore any lost or damaged Property, whether or not the same may be covered by insurance, and whether or not such proceeds of insurance are available, and whether such proceeds are sufficient in amount to complete such repair, replacement or restoration to the satisfaction of Mortgagee. Furthermore, unless otherwise confirmed by Mortgagee in writing, the application or release of any insurance proceeds by Mortgagee shall not be deemed to cure or waive any Event of Default under this Mortgage.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Psyment. Mortgagor shall promptly pay or cause to be paid when due, all taxes, local and special assessments, and governmental and other charges, as well as all public and/or private utility charges, of every type and description, that may from time to time be imposed, assessed and levied against the mortgaged Property or against Mortgagor.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Mortgagor agrees that Mortgagor's possession and use of the Property shall be governed by the following provisions:

Use of Property. Mortgagor shall not use the Property and shall not permit others to use the Property, for any purpose or purposes other than those previously disclosed to Mortgagee in writing, and in no event shall any of the Property be used in any manner that would damage, depreciate, or diminish its value, or that may result in a cancellation or termination of insurance coverage. Mortgagor additionally agrees not to do or to suffer to be done anything which may increase the risk of fire or other hazard to the Property or any part or parts thereof. Mortgagor shall not permit the Property, or any portion thereof, to be used by the public and others as may make possible a claim or claims of adverse usage, easement, servitude, right of way or habitation, or adverse possession by the public and others, or any implied, tacit or other dedication of the Property.

Compliance with Applicable Laws and Regulations. Mortgagor shall observe and abide by, and shall cause others to observe and abide by, all present and future laws, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards, agencies, and officers, affecting the Property and its use.

Mortgagor shall further promptly perform and observe, and shall cause others to promptly perform and observe, all the terms, covenants and conditions of any requirements, instruments and agreements affecting the Property, non-compliance with which may adversely affect the priority of this Mortgage, or which may impose any duty or obligation upon Mortgagor, or upon any lessee or other occupant of the Property. Mortgagor shall further do and cause to be done all things necessary to preserve intact and unimpaired any and all easements, servitudes, appunenances and other interests and rights in favor of, or constituting any portion of, the Property.

Compliance With Environmental Laws. Mongagor represents and warrants to Mongages that: (1) During the period of Mortgagor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Mortgages In writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Mortgagee In writing, (a) neither Mortgagor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Mortgagor authorizes Mortgagee and its agents to enter upon the Property to make such inspections and tests, at Mortgagor's expense, as Mortgagee may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgages to Mortgagor or to any other person. The representations and warranties contained herein are based on Mortgagor's due diligence in investigating the Property for



MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

(continued)

Hazardous Substances. Mortgagor hereby (1) releases and waives any future claims against Mortgagee for Indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs under any such laws; and (2) agrees to Indemnity and hold harmless Mortgagee against any and all claims, losses, liabilities, damages, penalties, and expenses which Mortgagee may directly or Indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Mortgagor's ownership or interest in the Property, whether or not the same was or should have been known to Mortgagor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lifen of this Mortgage and shall not be affected by Mortgagee's acquisition of any interest in the Property, whether by foreclosure or otherwise.

ERISA. Montgagor represents and warrants to Lender that the granting of this Montgage and the consummation of any loan or loans or other transactions contemplated or secured hereby will not violate the provisions of, and will not constitute a prohibited transaction under the ERISA.

Alterations. Mortgagor shall not, without the prior written consent of Mortgagee, demolish, remove, construct, restore, add to or aker any building(s) or other improvements to or upon the Property, or any part or parts thereof, or consent to, or permit any such demolition, removal, construction, restoration, addition or alteration. Mortgagor shall further not, without the prior written consent of Mortgagee, remove or permit the removal of any present or future fixtures and other property forming part of the Property. Mortgagee may condition its consent to permit Mortgagor to demolish or to remove such improvements, fixtures and/or other property upon Mortgagor's agreement to replace the same with new improvements and/or fixtures of at least equal value then satisfactory to Mortgagee.

Abandonment of Property. Mortgagor shall not, nor shall Mortgagor permit others to abandon, commit waste, or destroy the Property, or any part or parts thereof.

Repairs and Maintenance. Mortgagor shall keep and maintain, and/or cause others to keep and maintain, the Property and the sklewalka and curbs' adjoining the Property, in good order, repair and condition. Mortgagor shall further make and/or cause all necessary repairs to be made to the Property (including the repair and restoration of any portion of the Property that may have been damaged, lost or destroyed).

ENCUMBRANCES. The following provisions relating to Encumbrances on the Property are a part of this Mortgage:

Prior Encumbrances. To the extent applicable, Mortgagor shall fully and timely perform any and all of Mortgagor's obligations under any prior Encumbrancea affecting the Property. Without limiting the foregoing, Mortgagor shall not commit or permit to exist any breach of or default under any such prior Encumbrances. Mortgagor shall further promptly notify Mortgages in writing upon the occurrence of any event or circumstances that would, or that might, result in a breach of or default under any such prior Encumbrance. Mortgagor shall further not modify or extend any of the terms of any prior Encumbrance or any indebtedness secured thereby,

Future Encumbrances. Mortgagor shall not, without the prior written consent of Mortgagee, grant any Encumbrance that may affect the mortgaged Property, or any part or parts thereof, nor shall Mortgagor permit or consent to any Encumbrance attaching to or being filed against any of the mortgaged Property in favor of anyone other than Mortgagee. Mortgagor shall further promptly pay when due all statements and charges of mechanics, materialmen, laborers and others incurred in connection with the atteration, improvement, repair and maintenance of the mortgaged Property, or otherwise furnish appropriate security or bond, so that no future Encumbrance may ever attach to or be filed against the Property or any of Mortgagor's Rights.

Notice of Encumbrances. Mortgagor shall immediately notify Mortgagee in writing upon the filing of any attachment, lien, judicial process, claim, or other Encumbrance. Mortgagor additionally agrees to notify Mortgagee immediately in writing upon the occurrence of any default, or event that with the passage of time, failure to cure, or giving of notice, might result in a default under any of Mortgagor's obligations that may be secured by any presently existing or future Encumbrance, or that might result in an Encumbrance affecting the mortgaged Property, or should any of the mortgaged Property be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Mortgagee.

ADDITIONAL ADVANCES FOR SPECIFIC PURPOSES. Mortgagee shall have the right, within

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Mortgagee's sole option and discretion, to make Additional Advances on Mortgagor's behalf for the following purposes:

Insurance. If Mortgagor should for any reason fail to maintain insurance on the Property as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of purchasing and maintaining, and Mortgagee may purchase and maintain such insurance coverage (including insurance protecting only Mortgagee's interests in the Property).

Taxes. If Mortgagor should for any reason fail to promptly pay when due taxes, assessments and governmental and other charges as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of paying, and Mortgagee may pay, such taxes, assessments and governmental and other charges.

Repairs. If Mortgagor should for any reason fail to make all necessary repairs to the Property and to keep the Property in good working order and condition as required under this Mortgage, Mortgagor agrees that Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of making, and Mortgagee may make, such repairs and maintenance to the Property as Mortgagee may deem to be necessary and proper within its sole discretion.

Encumbrances. If Mortgagor should permit or allow any Encumbrance to attach to or be recorded or filed against the Property, without having first obtained Mortgagee's prior written consent, or if Mortgagor should for any reason default under any obligation secured by any presently existing or future Encumbrance, Mortgagee may make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to pay and fully satisfy such obligation and/or Encumbrance, to cure or rectify any such default or defaults, and to prevent the occurrence of any future defaults.

Other. Mortgagee may further make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to cure and rectify any actions or inactions on Mortgagor's part, as are required under this Mortgage, that are not listed immediately above.

No Obligations. Nothing under this Mortgage shall obligate Lender to make any such Additional Advances or to take any of the above actions on Grantor's behalf, or as making Lender in any way responsible or liable for any loss, damage or injury to Grantor, or to any other person or persons, resulting from Lender's election not to advance such additional sums or to take such action or actions. In addition, Lender's election to make Additional Advances and/or to take the above actions on Grantor's behalf shall not constitute a waiver or forbearance by Lender of any Event of Default under this Mortgage.

OBLIGATION TO REPAY ADDITIONAL ADVANCES; INTEREST. Mortgagor unconditionally agrees to repay any and all Additional Advances that Mortgagee may elect to make on Mortgagor's behalf, together with interest as provided herein, immediately upon demand by Mortgagee. Mortgagor further agrees to pay Mortgagee Interest on the amount of such Additional Advances at the rate of interest provided under the above referenced promissory note or at the legal rate of interest provided under applicable law, whichever is greater from the date of each such Advances until all such Advances are repaid in full. Mortgagor's obligations to repay Additional Advances to Mortgagee, together with Interest thereon, shall be secured by this Mortgage.

COLLATERAL ASSIGNMENT AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional collateral security for the prompt and punctual payment and satisfaction of, and all Additional Advances that Mortgages may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon as provided herein, Mortgagor hereby assigns, pledges and grants Mortgages a continuing security interest in and to:

Proceeds. Any and all proceeds derived or to be derived from the sale, transfer, conveyance, insurance loss, damage, destruction, condemnation, expropriation, or other taking of the Property, or other proceeds and proceeds of proceeds, and any unearned insurance premiums relating thereto, including the rights of Mortgagor to receive such proceeds directly from the obligor or obligors therefor, and to further enforce any rights that Mortgagor may have to collect such proceeds, including without limitation, Mortgagor's rights to commence an appropriate collection or enforcement action or actions incident thereto.

Leases, Rents and Profits. Any and all present and future leases or subleases affecting the mortgaged Property, and all rents, income, and profits therefrom, including without limitation, any and all rents, income, profits, bonuses, revanues, royalties, cash or security deposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all





present and future leases or subleases and to receive and enforce any rights that Mortgagor might have to collect rental and all other payments.

Deposits. Any and all present and future deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others, with respect to (1) utility service regarding the Property, (2) cleaning, maintenance, repair, or similar services regarding the Property, (3) refuse removal or sewer service regarding the Property, (4) rentals of equipment, if any, used in the operation by or on behalf of Mortgagor regarding the Property, and/or (5) parking or similar services or rights regarding the Property.

Options. Any and all present and future options to sell or lease the mortgaged Property or any interest therein.

Contract Rights. To the extent assignable and/or transferrable, any and all of Mortgagor's present and future contract rights, instruments, documents, and ganeral intangibles necessary for use or useful in connection with the ownership and operation of all or any part of the Property, whether now existing or hereafter created, or otherwise acquired by Mortgagor, and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter thereof.

REPRESENTATIONS AND WARRANTIES CONCERNING RIGHTS. Mortgagor represents and warrants that: (A) Mortgagor is and/or will be the lawful owner of all of the Rights; (B) Mortgagor has the right to collaterally assign and pledge all such Rights to Mortgagee; (C) Mortgagor has not granted any previous security interests and has not otherwise encumbered any of Mortgagor's Rights; (D) to the extent applicable, all of Mortgagor's Rights that consist of or give rise to obligations of third parties, represent and/or will at all times continue to represent bona fide obligations of the obligors thereunder, free of any offset, compensation, deduction or counterclaim. The collateral assignment and pledge of Mortgagor's Rights are further binding upon Mortgagor, as well as Mortgagor's heirs, successors, representatives and assigns, and are legally enforceable in accordance with the foregoing terms and conditions.

ADDITIONAL OBLIGATIONS OF MORTGAGOR WITH REGARD TO COLLATERALLY ASSIGNED AND PLEDGED RIGHTS. Mortgagor additionally agrees:

Prohibitions Regarding Property. So long as this Montgage remains in effect, Montgagor shall not, without the prior written consent of Montgagee, sell, transfer, forego, assign, pledge, do anything or permit anything to be done that may in any way affect Montgagee's security interests and rights in and to the montgaged Property, or create or permit to exist any Encumbrance in or against any of the Property, in favor of any person other than Montgagee.

No Settlement or Compromise. Mortgagor shall not, without the prior written consent of Mortgagee, compromise, settle, adjust or extend payment under or with regard to any of Mortgagor's Rights subject hereto.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Mortgages to examine and audit Mortgagor's books and records at all reasonable times.

Notice to Obligors. Upon request by Mortgages, Mortgagor immediately will notify individual obligors and debtors under Mortgagor's Rights, advising such obligors and debtors of the fact that their respective agreements or obligations have been collaterally assigned and piedged to Mortgagee. In the event that Mortgagor should fail to provide such notices for any reason upon Mortgagee's request, Mortgagor agrees that Mortgagee may forward appropriate notices to such obligors and debtors either in Mortgagee's name or in Mortgagor's name.

Protection of Rights. Mortgagor will at all times protect and preserve all of Mortgagor's Rights.

Notice of Change of Names. Mortgagor will promptly notify Mortgagee of any change in Mortgagor's name, including any change to the assumed business names of Mortgagor. Mortgagor will also promptly notify Mortgagee of any change in Mortgagor's social security number or employer identification number. Mortgagor further agrees to notify Mortgagee in writing prior to any change in address or location of Mortgagor's principal office.

EVENTS OF DEFAULT. The following actions or inactions or both shall constitute Events of Default under this Mortgage:

Default Under the Note. Should Mortgagor default in the payment of principal or interest under the Note or any of the indebtedness.

Default Under this Mortgage. Should Mortgagor violate, or fail to comply fully with any of the terms and conditions of, or default under this Mortgage.

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Default Under other Agreements. Should any default occur or exist under any Related Document which directly or indirectly secures repayment of any of the Indebtedness.

Other Defaults in Favor of Mortgages. Mortgagor or any guarantor defaults under any other loan, extension of credit, security right, instrument, document, or agreement, or obligation in favor of Mortgages.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Mortgagor or any Guarantor occur or exist.

Readjustment of Indebtedness. Should proceedings for readjustment of Indebtedness, reorganization, composition or extension under any insolvency law be brought by or against Montgagor or any Guarantor.

Assignment for Benefit of Creditors. Should Mongagor or any Guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Mortgagor's property, or the property of any Guarantor, be applied for or appointed.

Dissolution Proceedings. Proceedings for the dissolution or appointment of a liquidator of Mortgagor or any guarantor are commenced.

Failure to Pay Additional Advances. Montgagor fails to pay any Additional Advance, together with Interest thereon, as provided in this Montgage, upon Montgagee's demand.

False Statements. Any warranty, representation or statement made or furnished to Mortgagee by Mortgagor or on Mortgagor's behalf, the Note, is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insecurity. Mortgages in good faith believes itself insecure with regard to repayment of the indebtedness.

OTHER DEFAULTS. Mortgagor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Mortgage and Mortgagor.

MORTGAGEE'S RIGHTS UPON DEFAULT. Should one or more Event of Default occur or exist under this Mortgage, as provided above, Mortgagee, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

Acceleration; Foreclosure. Mortgagee shall have the right, at its sole option, to accelerate the maturity and demand immediate payment in full of any and all of the indebtedness. Mortgagee shall then have the right to commence appropriate foreclosure proceedings against the Property and against Mortgager's Rights as provided in this Mortgage.

Seizure and Sale of Property. In the event that Mortgagee elects to commence appropriate Louisiana foreclosure proceedings under this Mortgage. Mortgagee may cause the Property, or any part or parts thereof, to be immediately seized and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisement, and without the necessity of making additional demand upon or notifying Mortgagor or placing Mortgagor in default, all of which are expressly waived.

Confession of Judgment. For purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted to Mortgages, up to the full amount of the Indebtedness in principal, Interest, costs, expenses, reasonable attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgager in the amount of all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon. To the extent permitted under applicable Louisiana law, Mortgagor additionally waives: (1) the benefit of appraisal as provided in Articles 2332, 2338, 2723, and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (2) the demand and three (3) days' delay as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (3) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (4) the three (3) days' delay provided under Articles 2311 and 2722 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 231, 2722 and 2723 of the Louisiana Code of Civil Procedure; and 2721 of the Louisiana Code of Civil Procedure; and 2723 of the Louisiana Code of Civil Procedure; and 2723 of the Louisiana Code of Civil Procedure; and 2723 of the Louisiana Code of Civil Procedure; and 2723 of the Louisiana Code of Civil Procedure appraisance of Civil Procedure appraisance of Civil Procedure appraisance of Civil Procedure; and 2723 of the Louisiana Code of Civil Procedure; and 2723 of the Louisiana Code of Civil Procedure appraisance of Civil Procedure appraises that any declaration of fact made by authentic act before a Notary

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MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

Public and two witnesses, by a person declaring that such facts are within his or her knowledge, shall constitute authentic evidence of such facts for purposes of foreclosure under applicable Louislana law and for purposes of La. R.S. 9:3504(D)(6) and La. R.S. 10:9-508, to the extent applicable.

Keeper. Should any or all of the Property be selzed as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri factas or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as Keeper of the Property as provided under La. R.S. 9:5136, et seq. Such a Keeper shall be entitled to reasonable compensation. Mortgagor agrees to pay the reasonable fees of such Keeper, which compensation to the Keeper shall also be secured by this Mortgage in the form of an Additional Advance as provided in this Mortgage.

Declaration of Fact. Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-508, where applicable.

Separate Sale of Mortgagor's Rights Following Default. Should one or more Event of Default occur or exist under this Mortgage, Mortgagee shall have the additional right, at its sole option, to separately sell the aforesaid Rights, or any part or parts thereof, at private or public sale, at such price or prices as Mortgagee may deem best, either for cash or for any other compensation, or on credit, or for future delivery, without the assumption of any credit risk. The sale of the aforesaid Rights may be without appraisement, the benefit of which is also expressly waived by Mortgagor. Mortgagee may exercise any other remedies with regard to Mortgagor's Rights as may be authorized under the Louisiana Commercial Laws (La. R.S. 10:8-101, et seq.).

Automatic Transfer of Rights. In the event of foreclosure under this Mongage, or other transfer of title or assignment of the Property, or any part or parts thereof, in lieu of payment of the Indebtedness, whether in whole or in part, all policies of insurance and other Rights applicable to the foreclosed upon or transferred Property shall automatically inure to the benefit of and shall pass to the purchaser(s) or transferee(s) thereof, subject to the rights of the purchaser(s) or transferee(s) to reject such insurance coverage and/or Rights at its or their sole option and election.

Specific Performance. Mortgagee may, In addition to or in lieu of the foregoing remedies, in Mortgagee's sole discretion, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained in this Mortgage or in aid of the execution or enforcement of any power in this Mortgage granted.

Election of Remedies. Except as may be prohibited by applicable law, all of Mortgagee's rights and remedies, whether evidenced by this Mortgage or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Mortgagee's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Mortgagee to proceed directly against Mortgagor and/or against any other co-maker, guarantor, surety or endorser of the Indebtedness.

MORTGAGEE'S RIGHT TO DIRECTLY COLLECT AND RECEIVE PROCEEDS AND PAYMENTS BEFORE OR AFTER DEFAULT. Mortgages shall have the right, at its sole option and election, at any time, whether or not one or more Event of Default then exist under this Mortgage, to directly collect and receive all proceeds and/or payments arising under or in any way accruing from Mortgagor's Rights, as such amounts become due and payable. In order to permit the foregoing, Mortgagor unconditionally agrees to deliver to Mortgages, Immediately following demand, any and all of Mortgagor's records, ledger sheets, and other documentation, in the form requested by Mortgages, with regard to Mortgagor's Rights and any and all proceeds and/or payments applicable thereto.

MULTIPLE INDEBTEDNESS MORTGAGE (Continued)

Page 10

Mortgagee shall have the further right, whether or not an Event of Default then exists under this Mortgage, where appropriate and within Mortgage's sole discretion, to file sult, either in Mortgagee's own name or in the name of Mortgager, to collect any and all proceeds and payments that may then and/or in the future be due and owing under and/or as a result of such rights. Where it is necessary for Mortgagee to attempt to collect any such proceeds and/or payments from the obligors therefor, Mortgagee may compromise, settle, extend, or renew for any period (whether or not longer than the original period) any obligation or Indebtedness thereunder or evidenced thereby, or surrender, release, or exchange all or any part of said obligation or indebtedness. To that end, Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact, coupled with an interest and with full power of substitution, to take any and all such actions and any and all other actions permitted hereby, either in the name of Mortgagee.

PROTECTION OF MORTGAGEE'S SECURITY RIGHTS. Mortgagor will be fully responsible for any losses that Mortgagee may suffer as a result of anyone other than Mortgagee asserting any rights or interest in or to the Property and/or Mortgagor's Rights collaterally assigned and pledged hereunder. Mortgagee's security interests in any of the Property and/or Rights subject to this Mortgage and any of the rights and powers granted Mortgagee, or if any action or proceedings purporting to affect Mortgagee's security interests in any of the Property and/or Rights subject to this Mortgage and any of the rights and powers granted Mortgagee, or if any action or proceeding is commenced naming Mortgagee as a party or affecting Mortgagee's security interests or the rights and powers granted under this Mortgage, then Mortgagee may, without releasing Mortgagor from any of its obligations under this Mortgage, do whatever Mortgagee believes to be necessary and proper within its sole discretion to protect the security of this Mortgage, including without limitation making Additional Advances on Mortgagor's behalt as provided herein. Should the reappraisal of the Property occur, whether to comply with appropriate regulatory requirements or otherwise, Mortgagee to pay the costs of such appraisal or reappraisals or to reimburse Mortgagee for the costs thereof.

INDEMNIFICATION OF MORTGAGE. Mortgagor agrees to indemnify, to defend and to save and hold Mortgagee harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, Mortgagee's attorney's fees), demande, flabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Mortgagee, its officers, directors, employees, and agents arising out of or in any manner occasioned by this Mortgage and the exercise of the rights and remedies granted Mortgagee hereunder. The foregoing indemnity provisions shall survive the cancellation of this Mortgage as to all matters arising or accruing prior to such cancellation and the foregoing Indemnity shall survive in the event that Mortgagee elects to exercise any of the remedies as provided under this Mortgage following default hereunder.

EXECUTION OF ADDITIONAL DOCUMENT. Mortgagor agrees to execute all additional documents, instruments and agreements that Mortgagee may deem to be necessary and proper, within its sole discretion, in form and substance satisfactory to Mortgagee, to keep this Mortgage in effect, to better reflect the true intent of this Mortgage, and to consummate fully all of the transactions contemplated hereby and by any other agreement, instrument or document heretofore, now or at any time or times hereafter executed by Mortgagor and delivered to Mortgagee.

INSPECTION OF PROPERTY. Mortgagee and Mortgagee's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Property wherever located.

AUDITS. Mortgagee and its agents may also periodically conduct audits of Mortgagor's books and records that in any way pertain to the Property, the foregoing Rights and any part or parts thereof.

APPLICATION OF PAYMENTS. Morigagor agrees that all payments and other sums and amounts received by Morigages under the indebtedness or under this Morigage, shall be applied: first, to reimburse Morigagee for its costs of collecting the same (including but not limited to, reimbursement of Morigagee's reasonable atomey's fees); second, to the repayment of interest on all Additional Advances that Morigagee may have made on Morigagor's behalf pursuant to this Morigage; third, to the payment of principal of all such Additional Advances; and finally, to the payment of principal and Interest on the Indebtedness then outstanding, which may be applied in such order and priority as Morigagee may determine within its sole discretion.

TAXATION. In the event that there should be any change in law with regard to taxation of mortgages or the debts they secure, Mortgagor agrees to pay any taxes, assessments or charges





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that may be imposed upon Mortgagee as a result of this Mortgage.

ADDITIONAL REPRESENTATIONS AND WARRANTIES. Mortgagor further represents, warrants and covenants that:

Authorization. Mortgagor's execution, delivery, and performance of this Mortgage and all the Related Documents have been duly authorized by all necessary action by Mortgagor and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Mortgagor or (2) any law, governmental regulation, court decree, or order applicable to Mortgagor or to Mortgagor's properties.

Consents and Approvals. If notice to or the consent or approval of any governmental body or authority, or any third party (including without limitation, any other creditor of Mortgagor) is now or any time hereafter required in connection with the execution, delivery and performance by Mortgagor of this Mortgage, then (1) with respect to all currently applicable requirements, such notice has been given and consent or approval obtained by Mortgagor prior to the execution hereof and written evidence thereof has been concurrently herewith delivered to Mortgages, and (2) with respect to such requirements that shall at any time hereafter be imposed or become applicable, such notice will be given and such consent or approval will be obtained by Mortgagor prior to the time such failure to do so will constitute a violation of law or result in any breach, default or failure by Mortgagor under any contract or instrument, and written evidence thereof will at such time be delivered to Mortgagee.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Montgage:

Amendments. No amendment, modification, consent or waiver of any provision of this Mortgage, and no consent to any departure by Mortgagor therefrom, shall be effective unless the same shall be in writing signed by a duly authorized officer of Mortgagee, and then shall be effective only as to the specific instance and for the specific purpose for which given.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Additional Walvers. In granting this Mortgage, Mortgagor walves any and all homestead exemptions and other rights and all other exemptions from selzure or sale with regard to the Property to which Mortgagor may be entitled under the laws of the State of Louislana.

Effect of Walvera. Any failure or delay on the part of the Mongagee to exercise any of the rights and remedies granted under this Mortgage or under any other agreement or agreements by and between Mortgagor and Mortgagee, shall not have the effect of walving any of Mortgages's rights and remedies. Any partial exercise of any rights and remedies granted to Mortgagee shall furthermore not constitute a waiver of any of Mortgagee's other rights and remedies; it being Mortgagor's Intent and agreement that all of Mortgagee's rights and remedies shall be cumulative in nature. Furthermore, any failure on the part of Mortgagee at any time or times hereafter to require strict performance by Mortgagor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument now or hereafter executed by Mortgagor and delivered to Mortgages, shall not walve, affect, or diminish the rights of Mortgages to thereafter demand strict compliance and performance therewith and with respect to all other provisions, warrantles, terms and conditions contained herein or therein. None of the warrantles, conditions, provisions and terms contained in this Mortgage or any other agreement, document, or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee, shall be deemed to have been waived by any act or knowledge of Mortgagee, its agents, directors, officers or employees; but only by an instrument in writing specifying such waiver, signed by a duly authorized officer of Mortgagee and delivered to Mortgagor. A waiver or forbearance on the part of Mortgages as to one Event of Default shall not constitute a walver or forbearance as to any other or subsequent default.

Successors and Assigns Bound; Solidary Llability. Subject to the limitations set forth herein on transfer of the Property, this Mortgage shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

Governing Law. This Morigage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Louisiana. This Morigage has been accepted by Morigage in the State of Louisiana.

Severability, if any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Mortgage shall be construed and enforceable as if the Hegal, invalid or

unenforceable provision had never comprised a part of it, and the remaining provisions of this Mortgage shall remain in tull force and effect and shall not be affected by the lilegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in fleu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Mortgage, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

WAIVER OF CERTIFICATES. The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, chattel mortgage, assignment of accounts, and all other certificates and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

WAIVE JURY. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or countercialm brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Louisiana Commercial Laws (La. R.S. 10: 9-101, et seq.):

Additional Advance. The words "Additional Advance" mean any and all additional sums that Mortgagee may advance on Mortgager's behalf as provided under this Mortgage.

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Mortgagor or on Mortgagor's behalt on a line of credit or multiple advance basis under the terms and conditions of this Mortgage.

Borrower. The word "Borrower" means MARY ANN SCHEXNAYDER GOODYEAR, and all other persons and entities signing the Note in whatever capacity.

Encumbrance. The word "Encumbrance" means individually, collectively and interchangeably any and all presently existing and/or future mortgages, liens, privileges and other contractual and/orstatutory security interests and rights, of every nature and kind, whether in admirality, at law, or in equity, that now and/or in the future may affect the Property or any part or parts thereof.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Lability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1980, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6001, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

ERISA. The word "ERISA" means the Employee Retirement income Security Act of 1974, as amended from time to time, and including all regulations and published interpretations of the act.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the default section of this Mortgage.

GAAP. The word "GAAP" means generally accepted accounting principles.

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Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or 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



Mortgages. The word "Mortgages" means GUARANTY BANK AND TRUST COMPANY, 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 MARY ANN SCHEXNAYDER GOODYEAR, as well as any and all persons and entitles subsequently purchasing the mortgaged Property, with or without assumption of this Mortgage.

Note. The word "Note" means the note or credit agreement dated <u>August 3,2001</u>, in the principal amount of § <u>282,030.00</u> from MARY ANN SCHEXNAYDER GOODYEAR to Lender, together with all substitute or replacement notes therefor, as well as all renewals, extensions, modifications, refinancinge, 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 "Property Description" 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, montgages, deeds of trust, security deeds, collateral montgages, 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.

WITNESSE Witne Witness

MORTGAGOR:

1AA ANN SCHEXNATDER GOODYEAR, Individually

LAND POST Landing, Vor. 5.17 M 50 Copt. Horizont Planting Land

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EXHIBIT "A"

A certain tract of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River and being located in Sections 23, 24, 82, 83, 84 and portions of Sections 25 and 85, Township Four (4) South, Range Ten (10) East, which said tract of land contains 378.54 acres, exclusive of the batture in front thereof, and exclusive of the lot hereinafter excepted from said tract, and said tract being designated as TRAT A on a plat of survey and division of the Antoine Langlois property made by Toxie Craft, Civil Engineer, dated October 23, 1973, an official copy of which plat is annexed to and made a part of an act of partition dated October 5, 1976, filed and recorded under Entry No. 220 of Conveyance Book 135 and Map No. 56 of Map Book 3, records of Pointe Coupee Parish, Louisiana, reference being herewith made to said plat for greater certainty of description. Said Tract A being more fully described according to said plat of survey as follows: Beginning at the intersection of the property line between property of Lynn Schexmayder, or assigns, and property formerly of Antoine R. Langlois with the south right-of-way limits of Louisiana Highway No. 10 in a general northeasterly direction, the distance and bearings shown on said plat, being a total distance of 3,875.30 feet to the northeast corner of said Tract A; thence proceed South S° 58' 37" West a distance of 8,416.49 feet to the southeast corner of said Tract A; thence proceed South 8° 48' West a distance of 2,175.89 feet to a point; being the southwest corner of said Tract A and at the point of beginning; together with all of the batture, alluvion and accretion in front of said property and as fully show on the aforementioned plat of survey for greater certainty of description, said batture, alluvion and accretion being the area situated north of said Tract A and defined by projections of the situated north of said Tract A and defined by projections of the situated north by the Mi

LESS AND EXCEPT from said above described Tract A that certain irregularly shaped lot situated along the westernmost boundary of said tract, shown on said plat to be 9.7 acres, more or less, which said lot was previously sold.

LESS AND EXCEPT FURTHER an undivided one-half (%) interest in and to that certain portion thereof lying within the confines of the catch lot and catch pen situated on the said land, which undivided one-half interest therein belongs to Lynelle Schexmayder Gay.

Being the same property acquired by Mary Ann Schexnayder Goodyear by inheritance from her mother, Gertrude Langlois Schexnayder, as will appear by reference to the judgment of possession rendered in the matter of her succession proceedings, bearing Number 25,737 on the probate docket of the 18th Judicial District Court in and for the Parish of Pointe Coupee, State of Louisiana; said judgment of possession being rendered and signed on July 16, 1991, and filed and recorded under Entry No. 150 of Conveyance Book 358, records of said parish.

SUBJECT TO: All valid and unprescribed easements, rights-of-way, servitudes, restrictions, mineral leases and reservations of record and affecting the above-described property.

THE FOREGOING IS ATTACHED TO AND MADE A PART OF THAT CERTAIN MULTIPLE INDEFTEDNESS MORTGAGE EXECUTED BY THE UNDERSIGNED, DATED OCTOBER 10TH, 2001. AS SECURITY FOR AN INDEBTEDNESS TO GUARANTY BANK AND TRUST COMPANY.

Ann Schestro Ala Goodyfar

REQUEST FOR CANCELLATION BY LICENSED FINANCIAL INSTITUTION (Pursuant to R.S. 44:109B)

STATE (OF LOUISANA	
PARISH	OF POINTE CO	UFEE

BE IT KNOWN that on this 10th day of October. 2006, before me the undersigned Notary, duity commissioned and qualified in and for the above named Parish and State, PERSONALLY CAME AND APPEARED:

GUARANTY BANK & TRUST COMPANY

Represented herein by: __J. Wade O'Neal III Title: __CEO/President ______, its duly authorized representative, who after being duly sworn declared:

The above named Financial Institution is: (Please initial the appropriate bax) (X) Bank () Credit Union () Lending Agency () Other Person Conducting Such Basiness

Whose licensing or regulatory authority is FDIC.

- (Phase initial the appropriate bax) (Phase initial the appropriate bax) The above named financial institution was the obliget or authorized agent of the obliget of the secured obligation described below when the obligation was extinguished; ()
- (X) The above named financial institution is the obligee or authorized agent of the obligee of the secured obligation described below;

The said secured obligation has been paid or otherwise satisfied or extinguished and further the said mortgage or privilege is hereby released.

The Recorder of Mortgages in and for the Parish of POINTE COUPEE is hereby requested, authorized and directed to cancel the recordation of the mortgage or privilege described as follows:

Mortgage or Privilege granted by <u>Mary Ann Schernawder Goodyser</u>
In favor of: <u>GUABANTY BANK & TRUST COMPANY</u>
In the sum of <u>556,090,090,090</u> Dated <u>October 10, 2001</u>
Registry Number ______ MOB_<u>5580</u> ENTRY <u>\$126</u>______
of the official records of POINTE COUPEE Parish, Louisiana, which affects the following described property:

SEE ATTACHED EXHIBIT

The undersigned acknowledges that he is liable to and shall indemnify the Recorder of Mortgages of POINTE COUPEE Parish and any of its employees or agents relying on this Request for Cancellation for any damages they may suffer as a consequence of such reliance in accordance with provisions of R.S. 44:110.

WITNESSES:

 $\mathcal{N}^{\mathbf{i}}\mathcal{N}$ JU Da

SIGNATURE:

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ARISH OF COUNT

COUPEE

PRINTED NAME: Wade O'Neal III COMPANY NAME GUARANTY BANK & TRUST CO. TITLE: CEO/President

ADDRESS: 175 New Ronds St. P.O Box 10

New Roads, LA 70760-0010

TELEPHONE NO: (225)638-8621

Sworn to and subscribed before me this 19th day of October . 2006.

Notary Public

Majer Printed Name: Mark A. ID or Bar Roll Number: _ 17417 Commission Expires: ______

RFC 3 Revised 6-21-06

Informational Purposes

(BB6)40/23 RECEIVED & FILED

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나라티 SMDERLYCRY MEMORANDUM OF OIL, GAS AND MINERAL LEASE OF OF CURI & FOURT 용당위 OF CONT OF FOR

Notice is hereby given that:

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

MARY ANN SCHEXNAYDER GOODYEAR, wife of Bob A. Goodyear and LYNELLE SCHEXNAYDER GAY, husband of Andrew Price Gay, Jr., as Lonsor (whether one or more), whose address is 10534 Pointe Coupee Road, New Roads, LA 20760, and BASIN PROPERTIES, INC, as Lessee, whose address is Post Office Box 51582, Lafavette, LA 20505 (hereinafter referred to as "Lessee") dated effective June 3, 2011, relating to and affecting the following described properties situated in Pointe Coupee Parish, Louisiana, to wit:

POINTE COUPEE PARISH, LOUISIANA

See attached Exhibit "A" for description of the property being leased herein.

And containing 852.27 acres, more or less, with the sole and exclusive right to explore for, drill for, produce, extract and take oil, gas and minerals from the lessed land during the term hereinafter provided and for the purposes incident to the exploration for and production, ownership, possession and transportation of such minerals (either from said land or acreage pooled therewith), subject to each and all of the provisions thereof.

TO HAVE AND TO HOLD the leased land for a primary term of three (3) years from and after the date hereof or any extension of the primary term as provided in said Oil, Gas and Mineral Lease and then so long thereafter, subject to certain restrictions, as oil or gas or minerals are produced in paying quantities from the leased land or acreage pooled therewith in accordance with the terms and provisions of Said Lease or Said Lease is maintained in force in any other manner therein provided.

The purpose of this Memorandum is to apprise and give notice to all parties of the existence of said Lease. Both Lessor and Lessoe have possession of a fully executed original of the Lease, which is open for examination and investigation by any party of interest during reasonable business hours in the offices of Lessoe.

This MEMORANDUM OF OIL GAS AND MINERAL LEASE and all of its terms, conditions, covenants and provisions as well as those of Said Lease shall extend to and be binding upon all the heirs, successors and assigns of said Lessor, and Lessoe.

This instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this agreement and the failure of any party named herein as Lessor to sign this agreement shall not affect its validity as to those whose signatures appear hereon or on a counterpart hereof. For convenience in recording, the Lessor hereby suthorizes the Lessor detach the signature pages and the acknowledgment pages from any counterpart of this Memorandum of Oil, Gas and Mineral Lesse, attach them to a single counterpart and record them together as a single instrument.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses this 3rd day of June, 2011.

WITNESSES: LESSOR: oan Y SCHEXNAYDER Recos NH E SCHEXNAYDER GAY SCHEXNANDER LESSEE BASINPRO มการา Printed Rv: C. Ann Peltier, Agent eret Berturei STATE OF Wisiana 12983/260

hereunto affixed my hand and seal on the day and date first above written.

SEAL

pac	
Notary/Putplic	JOHN WAYNE JEWELL
Printed Nati	LA-BAR ROLL NO. 7265

STATE OF UNITY And And Counce 2011, before me personally appeared Lynelle Schemayder On this 2011, before me personally appeared Lynelle Schemayder Gay, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she (or they) executed it as his/her (or their) free act and deed. In witness whereof I have hereunto affixed my hand and seal on the day and date first above written.

SEAL

A.E.	<u> </u>
Notary Public Printed Nature	JOHN WAYNE JEWELL
License No.:	LA. BAR ROLL NO. 7265

LOUISIANA STATE OF On this 27 day of PARISH OF

, 2011, before me personally appeared C. Ann Peltier to



Attached horeto and made a part hereof that certain Memorandum Oil, Gas and Mineral Lease dated June 3, 2011 by and between MARY ANN SCHEXNAYDER GOODYEAR, ET AL, as Lessor and BASIN PROPERTIES, INC., as Lessee.

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EXHIBIT "A"

ATTACHED TO THE CERTAIN MEMORANDUM OF OIL, GAS AND MINERAL LEASE BY AND BETWEEN MARY ANN SCHEXNAYDER GOODYEAR, ET AL, AS LESSOR AND BASIN PROPERTIES, INC., AS LESSEE, DATED EFFECTIVE JUNE 3, 2011

TRACT 1: That certain tract or parcel of land containing 511.40 acres, more or less, aituated in Irregular Sections 23, 24, 25, 82, 83, 84 and 85, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, being designated as Tract A on that certain plat of survey dated October 23, 1973 and recorded in Map Book 3 under Entry Number 135 of the mention of the tract of the tr of the records of Pointe Coupee Parish, Louisiana, together with all of the batture, alluvion and accretion in front said tract.

TRACT 2: That certain tract or parcel of land containing 340.87 acres, more or less, situated in Irregular Sections 21, 22 and 81, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, being bounded now or formerly as follows: North by the Mississippi River; East by Tract 1 described herein; South by Marilyn Gray Robinson, Grezaffi Properties, LLC and Emily Merrick King; and West by Emily Merrick King and Herman Butler, together with all of the batture, alluvion and accretion in front said tract.

STATE OF LOUBINUM

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PAREN OF PORTE COUPEE

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CERTIFIED SITE MEMORANDUM OF AGREEMENT

This Memorandania of Agreement ("MOA") is entired into between the BATON ROUGE AREA CHAMBER ("BRAC"), BOINTE COUPER PARISH ECONOMIC DEVELOPMENT ORGANIZATION ("EDO"), and the PROPERTY OWNER of <u>IDB GOOD PERFORMENT OF A PROPERTY OWNER</u>) in reference to a joint project to pursue the Certification by Lucidame Economic Development ("LED") of the SUBJECT PROPERTY. SUBJECT PROPERTY consists of <u>700</u> errst in Pointe Connece Parish in the State of Louisians, and is generally identified as purcel umber(s) <u>2777355</u> <u>377850</u>, <u>300900</u> ("SUBJECT PROPERTY"). Aerial map stacked bersto as exhibit A.

BRAC and LED have identified that a strong portfolio of development-ready sizes is a critical component of the Region's and Stat's overall economic development resource investory. BRAC has created a partnership program with Property Owners and Local EDO's to pursue and accuse certification of development-ready sites through the LED Certified Site Program, in order to identify, secure and market development ready sites.

Participation in this program is voluntary, and PROPERTY OWNER acknowledges that BRAC, LED and the EDO intend to pursue Cortification of the SUBJECT PROPERTY through LED, with a goal of marketing SUBJECT PROPERTY to potential companies who may be interested in purchasing and developing the site, thus resulting in accountic development activity (joba, capital lavestments, crastice of nor revenues, etc.) that will benefit the region. PROPERTY OWNER retains the right to market SUBJECT PROPERTY, at the price per acre specified by PROPERTY OWNER is this document, to potential bayers not represented by BRAC, LED and EDO.

PROPERTY OWNER represents that it is interested in selling the SUBJECT PROPERTY to prospective buyers represented by BRAC, LED and EDO who may be interested in purchasing and developing the site, and that PROPERTY OWNER hereby status that the sale price to <u>solverse</u> for acre, <u>solverse</u> for acre, <u>solverse</u> for acre, <u>solverse</u> for acre, <u>solverse</u> for a higher purchase price for a site property owner, this property owner, and price shall be the highest price for acre, there the PROPERTY OWNER or indirectly through their representatives, for a period of Three (3) years following date of this Agreement.

PROPERTY OWNER farther agrees to enter into good faits negotiations with prospective purchasers, based on this sale price, with further terms to be downed in a PURCHASE AND SALE AGREEMENT, documented and agreed to between the BUYER and SELLER. PROPERTY OWNER agrees to extertain in good faits, and diligently pursue negotiations from potential purchasers, which shall not be unreasonably rejected, in order to facilitate such sale of SUBJECT PROPERTY.

PROPERTY OWNER represents, and BRAC, LED and EDO acknowledge, that SUBJECT PROPERTY is not intended for or development as a residential or retail use. This Certified Site Program is intended only for uses compatible with nomic development activities (i.e. specifically not residential or retail uses). PROPERTY OWNER farther warrants that they will not eccents any new instead or other encumbrances on the SUBJECT PROPERTY, without prior notice and acquiescence of SUBJECT PROPERTY.

Throughout the period provided for herein, BRAC, LED, and their representatives shall have the right to enter the SUBJECT PROPERTY to conduct Dee Dilgence. Eligible Due Dilgence expenses include but are not limited to engineering studies to determine infrastructure cost estimates (utilities, roads, water/watewater, etc.); environmental studies, site surveys and assessments; acquisition of aerial photos, quadrant maps, zoning impor, geotechnical analysis; threatened and codangered species studies; and archeological investigations. Proposals for eligible Dan Dilgence, including scope of work and cost estimates, are subject to presparved by LED. Coples of service agreements, involves, evidence of pyrmeet, and final work product will be available to PROPERTY OWNER, BRAC, LED and EDO at the completion of the project. All parties to this MOA acknowledge that, prior to any work being underskee, BRAC, LED and EDO must approve the SUBJECT PROPERTY prior to any work being undertaken. BRAC and LED will provide PROPERTY OWNER with a NOTICE TO PROPERTY prior to any eligible work being undertaken.

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BRAC, PROPERTY OWNER, and EDO have accord to share costs of pursuing the Certified Site designation, based on the following percentages. It is understood and acknowledged that BRAC's expenditure cannot exceed \$10,000.00 per site. The reconstance of costs for paraling certified site designation, after any LED reimburgements shall be: PROPERTY OWNER, 33% EDO: 33%. In the event that PROPERTY OWNER does not entertain purchase offers and actively pursue negotiations in good faith for one Site Certification.

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IN WITNESSES WHEREOF, the parties barroto have executed this agreement in the presence of the undersigned competent witnesses at New Roads, La, on the ______day of, Rugy_- 20014. The laws of the State of Louisiana shall govern this agreement.

Witnesses:

Yom Durch

Som Buch tout Marane

FOR PROPERTY OWNER Rent Print Name: Dyen A. Good fai bau many to Print Name:

IN WITNESSES WHEREOF, the parties hereto have executed this agreement in the presence of the undersigned competent witnesses at New Roads, La, on the and sy of August 20014. The laws of the State of Louisiana shall govern this agreement.

Witnesses: JAMOS BAULOUZ

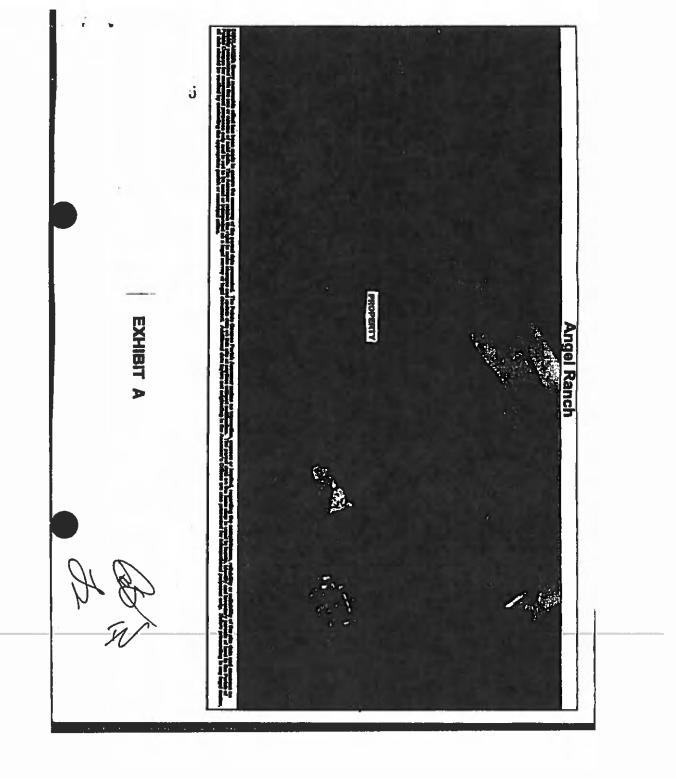
For BRAC

Allow Print name: IAN MSC-1

IN WITNESSES WHEREOF, the parties hereto have executed this agreement in the presence of the undersigned competent witnesses at New Roads, La, on the <u>\</u> day of <u>Dyes</u> \S + 20014. The laws of the State of Louisiana shall govern this agreement.

Witnesses:

Pointe Cojfree EDO her Print Name



STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

VS.

MARY ANN SCHEXNAYDER GOODYEAR

ORDER OF EXPROPRIATION

The petition, exhibits and the premises considered:

IT IS HEREBY ORDERED that the STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, do deposit in the registry of this court, for the use and benefit of the person or persons entitled thereto, the sum of Fifty-Three Thousand Eight Hundred Ninety-Eight and No/100 Dollars (\$53,898.00).

AND IT IS HEREBY FURTHER ORDERED that the full ownership of the property described below, together with all of the improvements situated wholly or partially thereon, subject to the reservation in favor of MARY ANN SCHEXNAYDER GOODYEAR of all oil or gas located under the property described below, or the royalties therefrom, in accordance with law, and subject to any existing oil or gas reservation or to any existing oil or gas lease, and a temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and across the property described as Parcel Nos. 9-4-C-1 and 9-4-C-2, is expropriated and taken for highway purposes as of the time of such deposit, according to law, said property being described as

follows, to-wit:

Three (3) certain tracts or parcels of land, together with all of the improvements situated wholly or partially thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, and in Sections 81, 82, 83, 84 and 85, Township 4 South, Range 10 East, Southeastern Land District West of the Mississippi River, identified as Parcel Nos. 9-4, 9-4-C-1 and 9-4-C-2, on a white print of a plat of survey, consisting of Sheet Nos. 9 and 10, made by J. Stephen Melton, Registered Land Surveyor, dated July 16, 2004, revised, annexed to the above numbered and entitled suit, said tracts or parcels being outlined in red and being more particularly described in accordance with said plat of survey, as follows:

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18TH JUDICIAL DISTRICT COURT

PARISH OF POINTE COUPEE

STATE OF LOUISIANA

NUMBER

REOUTRED IN FULL OWNERSHIP

PARCEL NO. 9-4:

1 . . .

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 276+61.30, proceed N03°59'53"E a distance of 140.07 feet to the point of beginning; thence proceed S84°11'33"E a distance of 3505.02 feet to a point and corner; thence proceed along a curve to the right having a radius of 5869.58 feet, whose length is 12.13 feet and whose chord length is 12.13 feet and bears S84°08'00"E to a point and corner; thence proceed S05°58'37"W a distance of 277.69 feet to a point and corner; thence proceed S84°18'57"W a distance of 11.54 feet to a point and corner; thence proceed N84°11'33"W a distance of 3496.17 feet to a point and corner; thence proceed N03°59'53"E a distance of 280.14 feet to the point of beginning. All of which comprises Parcel 9-4 as shown on Sheet Nos. 9 & 10 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 25.577 acres.

REQUIRED FOR A TEMPORARY SERVITUDE

PARCEL NO. 9-4-C-1:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 280+72.00, proceed N05°48'27"E a distance of 140.00 feet to the point of beginning; thence proceed N05°48'27"E a distance of 48.00 feet to a point and corner; thence proceed N41°20'42"E a distance of 43.01 feet to a point and corner; thence proceed N75°05'40"E a distance of 342.11 feet to a point and corner; thence proceed S21°22'25"E a distance of 83.19 feet to a point and corner; thence proceed S68°09'41"W a distance of 94.83 feet to a point and corner; thence proceed S68°09'41"W a distance of 94.83 feet to a point and corner; thence proceed S68°02'8'25"W a distance of 298.00 feet to the point of beginning. All of which comprises Parcel 9-4-C-1 as shown on Sheet No. 9 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 1.028 acres.

PARCELINO. 9-4-C-2:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 281+84.00, proceed S05°48'27"W a distance of 140.00 feet to the point of beginning; thence proceed S84°11'33"E a distance of 103.00 feet to a point and corner; thence proceed S33°02'33"W a distance of 76.48 feet to a point and corner; thence proceed N61°58'30"W a distance of 76.69 feet to a point and corner; thence proceed N10°12'22"E a distance of 39.12 feet to the point of beginning. All of which comprises Parcel 9-4-C-2 as shown on Sheet No. 9 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of 0.113 of an acres. . . 5

Being a portion of the same property acquired by defendant by Acts recorded April 8, 2003, in COB 488, Page 243 and July 16, 1991, in COB 358, Page 703, make conveyance records of Pointe Coupee Parish, State of Louisiana.

2006 HAR AND IT IS HEREBY FURTHER ORDERED that this matter be tried by jury upon the plaintiff making a cash deposit in accordance with LA C.C.P. Art. 1734.1. Upon the setting of this 2 matter for trial, the court shall fix the amount due and the time of said deposit, which time shall be no later that thirty (30) days prior to trial.

AND IT IS HEREBY FURTHER ORDERED that the defendant, MARY ANN SCHEXNAYDER GOODYEAR, vacate the above described property and surrender possession thereof unto the plaintiff immediately upon the deposit of the estimated just compensation into the registry of this Court.

New Roads, Louisiana, this 14th day of _____ , 2006.

JUDGE, EIGHTEENTH JUDICIAL DISTRICT COURT



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(13: (POINTE COUPEE PARISH NEW ROADS, LOUISIANA

STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

VS.

MARY ANN SCHEXNAYDER GOODYEAR

39834-B NUMBER 18TH JUDICIAL DISTRICT COURT PARISH OF POINTE COUPEE

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STATE OF LOUISIANA

RECEIPT

LANELL SWINDLER LANDRY, CLERK OF COURT

ТО

THE STATE OF LOUISIANA, AND THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

STATE OF LOUISIANA PARISH OF POINTE COUPEE

BE IT KNOWN that on the 14 day of March ____, 2006, before me, aper , Deputy Clerk of Court and Ex-officio Notary Public, in and

for the Parish of Pointe Coupee, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Lanell Swindler Landry, a resident of the Parish of Pointe Coupee, State of Louisiana, and Clerk of the Eighteenth Judicial District Court for the State of Louisiana, in and for the Parish of Pointe Coupee.

The appearer declared that in the cause entitled "STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, VS. MARY ANN SCHEXNAYDER GOODYEAR," No. <u>398346</u> of the docket of said court, the State of Louisiana seeks the expropriation of the full ownership of the property described below, together with all of the improvements situated wholly or partially thereon, subject to the reservation in favor of the owner of all oil or gas located under the property described below, or the royalties therefrom, in accordance with law, and subject to any existing oil or gas reservation or to any existing oil or gas lease, and a temporary servitude for construction purposes for a period of time not to exceed completion of the

project on, over and across the property described as Parcel Nos. 9-4-C-1 and 9-4-C-2, for the

project set forth in the petition, said property being described as follows, to-wit:

Three (3) certain tracts or parcels of land, together with all of the improvements situated wholly or partially thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, and in Sections 81, 82, 83, 84 and 85, Township 4 South, Range 10 East, Southeastern Land District West of the Mississippi River, identified as Parcel Nos. 9-4, 9-4-C-1 and 9-4-C-2, on a white print of a plat of survey, consisting of Sheet Nos. 9 and 10, made by J. Stephen Melton, Registered Land Surveyor, dated July 16, 2004, revised, annexed to the above numbered and entitled suit, said tracts or parcels being outlined in red and being more particularly described in accordance with said plat of survey, as follows:

REOUIRED IN FULL OWNERSHIP

PARCEL NO. 9-4:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 276+61.30, proceed N03°59'53"E a distance of 140.07 feet to the point of beginning; thence proceed S84°11'33"E a distance of 3505.02 feet to a point and corner; thence proceed along a curve to the right having a radius of 5869.58 feet, whose length is 12.13 feet and whose chord length is 12.13 feet and bears S84°08'00"E to a point and corner; thence proceed S05°58'37"W a distance of 277.69 feet to a point and corner; thence proceed S84°18'57"W a distance of 11.54 feet to a point and corner; thence proceed N84°11'33"W a distance of 3496.17 feet to a point and corner; thence proceed N03°59'53"E a distance of 280.14 feet to the point of beginning. All of which comprises Parcel 9-4 as shown on Sheet Nos. 9 & 10 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 25.577 acres.

REOUIRED FOR A TEMPORARY SERVITUDE

PARCEL NO. 9-4-C-1;

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 280+72.00, proceed N05°48'27"E a distance of 140.00 feet to the point of beginning; thence proceed N05°48'27"E a distance of 48.00 feet to a point and corner; thence proceed N41°20'42"E a distance of 43.01 feet to a point and corner; thence proceed N75°05'40"E a distance of 342.11 feet to a point and corner; thence proceed S21°22'25"E a distance of 83.19 feet to a point and corner; thence proceed S68°09'41"W a distance of 94.83 feet to a point and corner; thence proceed S06°28'25"W a distance of 86.01 feet to a point and corner; thence proceed N84°11'33"W a distance of

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298.00 feet to the point of beginning. All of which comprises Parcel 9-4-C-1 as shown on Sheet No. 9 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 1.028 acres.

PARCEL NO. 9-4-C-2:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 281+84.00, proceed S05°48'27"W a distance of 140.00 feet to the point of beginning; thence proceed S84°11'33"E a distance of 103.00 feet to a point and corner; thence proceed S33°02'33"W a distance of 76.48 feet to a point and corner; thence proceed N61°58'30"W a distance of 76.69 feet to a point and corner; thence proceed N10°12'22"E a distance of 39.12 feet to the point of beginning. All of which comprises Parcel 9-4-C-2 as shown on Sheet No. 9 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of 0.113 of an acres.

Being a portion of the same property acquired by defendant by Acts recorded April 8, 2003, in COB 488, Page 243 and July 16, 1991, in COB 358, Page 703 of the conveyance records of Pointe Coupee Parish, State of Louisiana.

The appearer further declared that in accordance with an order of the court signed herein, the

Department of Transportation and Development, on behalf of the State of Louisiana and of itself, has this day paid into the registry of said court the sum of Fifty-Three Thousand Eight Hundred Ninety-Eight and No/100 Dollars (\$53,898.00) in cash, lawful current money of the United States of America, by delivering said sum to the said Clerk of Court and said appearer further acknowledges receipt of said sum and declares that she has placed same in the registry of said court.

THUS DONE, READ AND PASSED at my office in the City of New Roads, Parish of Pointe Coupee, State of Louisiana, in the presence of <u>Debbie Collino</u> and

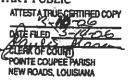
QUICA (Neadluc) competent witnesses, who have hereunto signed their names with

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

VINDLER CLERK OF COURT

CLERK OF COURT

DEPUTY CLERK OF COURT AND EX-OFFICIO NOTARY PUBLIC



STATE OF LOUISIANA, DEPARTMENT **OF TRANSPORTATION & DEVELOPMENT**

VS.

MARY ANN SCHEXNAYDER GOODYEAR

39834-B NUMBER **18TH JUDICIAL DISTRICT COURT**

PARISH OF POINTE COUPEE

STATE OF LOUISIANA

PETITION

006 HAR -8 PK 2: The petition of the STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, legal successor to the Department of Highways, created and organized under the laws of the State of Louisiana, with its domicile in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, with respect, represents that:

1.

MARY ANN SCHEXNAYDER GOODYEAR is the defendant herein.

2.

The Department of Transportation and Development, proposes to construct in the Parish of Pointe Coupee, a certain project designated as State Project No. 499-97-0001, Mississippi River ridge at St, Francisville (West Approach), on State Route LA 10, which project is more fully described by a Certificate of Authorization to Expropriate, approved by the Secretary, Department of Transportation and Development on February 1, 2006, which declares that it is necessary and useful to take immediately the hereinafter described property for highway purposes, a certified copy of said Certificate of Authorization to Expropriate being marked "Exhibit P-1," attached hereto and made a part hereof.

3.

The construction of said project will be greatly conducive to the public interest, convenience and safety, and will be an important improvement in the State Highway System.

Petitioner has surveyed the right of way and laid out the centerline thereof for said project as the same will exist after said project is completed, and the width of the right of way has been fixed by the Chief Engineer of the Department of Transportation and Development, as shown by his certificate marked "Exhibit P-2," annexed hereto and made a part hereof.

5.

Included within the right of way required for said project is certain property believed to be owned by the defendant, a portion of which is required in full ownership designated as Parcel No. 9-4, and a portion of which is required for a temporary construction servitude for a period of time not to exceed completion of the project designated as Parcel Nos. 9-4-C-1 and 9-4-C-2, and described as follows, to-wit:

Three (3) certain tracts or parcels of land, together with all of the improvements situated wholly or partially thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, and in Sections 81, 82, 83, 84 and 85, Township 4 South, Range 10 East, Southeastern Land District West of the Mississippi River, identified as Parcel Nos. 9-4, 9-4-C-1 and 9-4-C-2, on a white print of a plat of survey, consisting of Sheet Nos. 9 and 10, made by J. Stephen Melton, Registered Land Surveyor, dated July 16, 2004, revised, annexed to the above numbered and entitled suit, said tracts or parcels being outlined in red and being more particularly described in accordance with said plat of survey, as follows:

REQUIRED IN FULL OWNERSHIP

PARCEL NO. 9-4:

. . . .

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 276+61.30, proceed N03°59'53"E a distance of 140.07 feet to the point of beginning; thence proceed S84°11'33"E a distance of 3505.02 feet to a point and corner; thence proceed along a curve to the right having a radius of 5869.58 feet, whose length is 12.13 feet and whose chord length is 12.13 feet and bears S84°08'00"E to a point and corner; thence proceed S05°58'37"W a distance of 277.69 feet to a point and corner; thence proceed S84°18'57"W a distance of 11.54 feet to a point and corner; thence proceed N84°11'33"W a distance of 3496.17 feet to a point and corner; thence proceed N03°59'53"E a distance of 280.14 feet to the point of beginning. All of which comprises Parcel 9-4 as shown on

4.

Sheet Nos. 9 & 10 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 25.577 acres.

REQUIRED FOR A TEMPORARY SERVITUDE

PARCEL NO. 9-4-C-1:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 280+72.00, proceed N05°48'27"E a distance of 140.00 feet to the point of beginning; thence proceed N05°48'27"E a distance of 48.00 feet to a point and corner; thence proceed N41°20'42"E a distance of 43.01 feet to a point and corner; thence proceed N75°05'40"E a distance of 342.11 feet to a point and corner; thence proceed S21°22'25"E a distance of 83.19 feet to a point and corner; thence proceed S68°09'41"W a distance of 94.83 feet to a point and corner; thence proceed S06°28'25"W a distance of 86.01 feet to a point and corner; thence proceed N84°11'33"W a distance of 298.00 feet to the point of beginning. All of which comprises Parcel 9-4-C-1 as shown on Sheet No. 9 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 1.028 acres.

PARCEL NO. 9-4-C-2:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 281+84.00, proceed S05°48'27"W a distance of 140.00 feet to the point of beginning; thence proceed S84°11'33"E a distance of 103.00 feet to a point and corner; thence proceed S33°02'33"W a distance of 76.48 feet to a point and corner; thence proceed N61°58'30"W a distance of 76.69 feet to a point and corner; thence proceed N10°12'22"E a distance of 39.12 feet to the point of beginning. All of which comprises Parcel 9-4-C-2 as shown on Sheet No. 9 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of 0.113 of an acres.

Being a portion of the same property acquired by defendant by Acts recorded April 8, 2003, in COB 488, Page 243 and July 16, 1991, in COB 358, Page 703 of the conveyance records of Pointe Coupee Parish, State of Louisiana.

6.

This property is outlined in red on a plat of survey marked "Exhibit P-3," annexed hereto and

made a part hereof.

7.

This property is a portion of a larger tract believed to be owned by the defendant.

There are no buildings situated wholly or partially on the above described property, and the only improvements situated wholly or partially thereon consist of fencing, gates and timber.

9.

In order to construct said project in a manner and mode conducive to the public interest, convenience and safety, it is necessary that petitioner acquire in full ownership the property described as Parcel No. 9-4, together with all of the improvements situated wholly or partially thereon, subject to the mineral reservation set forth below, and a temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and across the property described as Parcel Nos. 9-4-C-1 and 9-4-C-2, which property petitioner has attempted to acquire amicably but has been unable to do so.

10.

Therefore, it is necessary for petitioner to expropriate in full ownership the above the property described as Parcel No. 9-4, together with all of the improvements situated wholly or partially thereon, subject to the mineral reservation set forth below, and a temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and across the property described as Parcel Nos. 9-4-C-1 and 9-4-C-2.

11.

The expropriation of the full ownership of the property described above shall be made subject to the reservation in favor of the owner of all oil or gas located under the property described above, or the royalties therefrom, in accordance with law, and subject to any existing oil or gas reservation or to any existing oil or gas lease.

12.

The just compensation to which the defendant is entitled, being the compensation for the full ownership of the property described as Parcel No. 9-4, together with all of the improvements situated

8.

wholly or partially thereon, subject to the mineral reservation set forth herein, and a temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and across the property described as Parcel Nos. 9-4-C-1 and 9-4-C-2, has been estimated to be the sum of Fifty-Three Thousand Eight Hundred Ninety-Eight and No/100 Dollars (\$53,898.00), as shown by the written estimate of compensation marked "Exhibit P-4A" and "Exhibit P-4B," annexed hereto and made a part hereof.

13.

Petitioner is entitled to expropriate the full ownership of the property described as Parcel No. 9-4, together with all of the improvements situated wholly or partially thereon, subject to the mineral reservation set forth herein, and a temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and across the property described as Parcel Nos. 9-4-C-I and 9-4-C-2, in a manner authorized by Article 1, Section 4 of the Constitution of the State of Louisiana for the year 1974, and Title 48 of the Revised Statutes of 1950, Sections 441 to 460, inclusive as amended and reenacted.

14.

Petitioner is entitled to trial by jury as authorized by Title 48 of the Revised Statutes, Section 451.2, as amended and reenacted.

15.

Petitioner desires to utilize the cash deposit authorized by Article 1734.1 of the Code of Civil Procedure and desires that the amount of the deposit be fixed as required by law.

16.

Petitioner requests written notice at least thirty (30) days prior thereto of any trial, motion or other proceeding scheduled to come before this Honorable Court in this lawsuit in accordance with Article 451 of Title 48, and also requests notice of any interlocutory or final order, decree or judgment rendered and signed in this lawsuit as provided by Louisiana Code of Civil Procedure. WHEREFORE, petitioner prays that an order issue herein directing petitioner to deposit in the registry of this court the sum of Fifty-Three Thousand Eight Hundred Ninety-Eight and No/100 Dollars (\$53,898.00) for payment to the person or persons entitled thereto, and declaring that the full ownership of the property described as Parcel No. 9-4, together with all of the improvements situated wholly or partially thereon, and subject to the mineral reservation set forth herein, and a temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and across the property described as Parcel Nos. 9-4-C-1 and 9-4-C-2, has been taken for highway purposes as of the time such deposit is made.

Petitioner further prays that said order direct the defendant to surrender to petitioner possession of said property.

Petitioner further prays that notice of this expropriation be issued and served upon MARY ANN SCHEXNAYDER GOODYEAR, together with a certified copy of this petition, the order of expropriation of this court and the receipt of the Clerk of Court for the deposit made, according to law.

Petitioner further prays that this matter be tried by jury and that it be allowed to utilize the cash deposit authorized by Article 1734.1 of the Code of Civil Procedure.

Petitioner further prays that it be served with written notice of any trial, motion or other proceeding scheduled before this Honorable Court in accordance with Article 451 of Title 48, and that it be served with notice of any interlocutory or final order, decree or judgment rendered and signed as provided by Louisiana Code of Civil Procedure.

Petitioner further prays that upon a final hearing herein there be judgment herein in favor of petitioner fixing the amount of just compensation at a sum not to exceed Fifty-Three Thousand Eight Hundred Ninety-Eight and No/100 Dollars (\$53,898.00).

LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT OFFICE OF THE GENERAL COUNSEL

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λ.,

BY: Mr. B. Jan Of Counse

Andrew G Barry Bar Roll No. 26599 1201 Capitol Access Road Baton Rouge, LA 70802 P. O. Box 94245 Baton Rouge, LA 70804-9245 Ph: (225) 237-1353 Fax: (225) 237-1333 Attorney for State, DOTD

CERTIFICATE OF AUTHORIZATION TO EXPROPRIATE

The Department of Transportation and Development contemplates and plans to construct certain projects for the improvement of various highways throughout the State of Louisiana.

The projects presently planned by the Department of Transportation and Development are hereinafter set forth:

STATE PROJECT NOS. 499-97-0001, 499-98-0001, 052-02-0024, 839-16-0007 & 061-01-0020 (TIMED) MISSISSIPPI RIVER BRIDGE AT ST. FRANCISVILLE (WEST APPROACH) STATE ROUTE LA 10 DESIGN-BUILD PROJECT PARISH OF POINTE COUPEE

499-97-0001: This project provides for the Design-Build project known as the Mississippi River Bridge at St. Francisville, West Approach, grading, earthwork, base course, drainage structures, concrete or asphaltic pavement, concrete slab span bridges and related work, on that portion of State Route LA 10, in Pointe Coupee Parish, Louisiana, beginning at approximate Highway Survey Station 97 + 00.00 (at approximately the intersection of LA 1 and LA 10, approximately 2755 feet from LA 3131); thence proceeding in an easterly direction along LA 10 to approximate Highway Survey Station 495 + 50.00 (at approximately the beginning of the bridge main span substructure), with two (2) bridge sites along the road portion located as follows:

Bridge Site 4050.00: Between approximate Highway Survey Station 345+00.00 and approximate Highway Survey Station 385 + 50.00, for a total bridge length of approximately 4050.00 feet or approximately 0.767 of a mile.

Bridge Site 3350.00: Between approximate Highway Survey Station 462 + 00.00 and approximate Highway Survey Station 495 + 50.00, for a total bridge length of approximately 3350.00 feet or approximately 0.634 of a mile.

499-98-0001: This project provides for the main bridge span, beginning at approximate Highway Survey Station 495 + 50.00 (at approximately the end of SP 499-97-0001, at the beginning of the bridge main span substructure), then proceeding in an easterly direction across the Mississippi River to approximate Highway Survey Station 522 + 50.00 (at approximately the beginning of SP 499-99-0001 in West Feliciana Parish, at the end of the future main span substructure of the Mississippi River Bridge).



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Appendix C

ENVIRONMENTAL DATABASE SEARCH



Radius Report

Satellite view

Target Property: Angel Ranch (732=/-ac) Pointe coupee Parish, Louisiana 70760

> Prepared For: GEC Inc

Order #: 41203 Job #: 90668 Project #: 0013.2122014.011 Date: 09/26/2014

GeoSearch www.geo-search.com 888-396-0042

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Disclaimer

This report was designed by GeoSearch to meet or exceed the records search requirements of the All Appropriate Inquires Rule (40 CFR §312.26) and the current version of the ASTM International E1527, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process or, if applicable, the custom requirements requested by the entity that ordered this report. The records and databases of records used to compile this report were collected from various federal, state and local governmental entities. It is the goal of GeoSearch to meet or exceed the 40 CFR §312.26 and E1527 requirements for updating records by using the best available technology. GeoSearch contacts the appropriate governmental entities on a recurring basis. Depending on the frequency with which a record source or database of records is updated by the governmental entity, the data used to prepare this report may be updated monthly, quarterly, semi-annually, or annually.

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Target Property Summary

Angel Ranch (732=/-ac) Pointe coupee Parish, Louisiana 70760

USGS Quadrangle: **New Roads, LA** Target Property Geometry: **Area**

Target Property Longitude(s)/Latitude(s):

(-91.421067, 30.736551), (-91.421991, 30.723334), (-91.424376, 30.722832), (-91.424473, 30.720489), (-91.411043, 30.720573), (-91.407783, 30.747173), (-91.416639, 30.742824), (-91.421018, 30.741528), (-91.423597, 30.740440), (-91.423451, 30.736509), (-91.421067, 30.736551)

County/Parish Covered: Pointe Coupee (LA), West Feliciana (LA)

Zipcode(s) Covered: New Roads LA: 70760 Saint Francisville LA: 70775 Ventress LA: 70783

State(s) Covered:

*Target property is located in Radon Zone 3. Zone 3 areas have a predicted average indoor radon screening level less than 2 pCi/L (picocuries per liter).



FEDERAL LISTING

Database	Acronym	Locatable	Unlocatable	Search Radius (miles)
AEROMETRIC INFORMATION RETRIEVAL SYSTEM / AIR FACILITY SUBSYSTEM	AIRSAFS	0	0	TP/AP
BIENNIAL REPORTING SYSTEM	BRS	0	0	TP/AP
CLANDESTINE DRUG LABORATORY LOCATIONS	CDL	0	0	TP/AP
EPA DOCKET DATA	DOCKETS	0	0	TP/AP
FEDERAL ENGINEERING INSTITUTIONAL CONTROL SITES	EC	0	0	TP/AP
EMERGENCY RESPONSE NOTIFICATION SYSTEM	<u>ERNSLA</u>	0	<u>1</u>	TP/AP
FACILITY REGISTRY SYSTEM	<u>FRSLA</u>	0	1	TP/AP
HAZARDOUS MATERIALS INCIDENT REPORTING SYSTEM	HMIRSR06	0	1	TP/AP
INTEGRATED COMPLIANCE INFORMATION SYSTEM (FORMERLY DOCKETS)	<u>ICIS</u>	0	1	TP/AP
INTEGRATED COMPLIANCE INFORMATION SYSTEM NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM	<u>ICISNPDES</u>	0	1	TP/AP
LAND USE CONTROL INFORMATION SYSTEM	<u>LUCIS</u>	0	0	TP/AP
MATERIAL LICENSING TRACKING SYSTEM	<u>MLTS</u>	0	0	TP/AP
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM	NPDESR06	0	0	TP/AP
PCB ACTIVITY DATABASE SYSTEM	<u>PADS</u>	0	0	TP/AP
PERMIT COMPLIANCE SYSTEM	PCSR06	0	0	TP/AP
RCRA SITES WITH CONTROLS	<u>RCRASC</u>	0	0	TP/AP
CERCLIS LIENS	<u>SFLIENS</u>	0	0	TP/AP
SECTION SEVEN TRACKING SYSTEM	<u>SSTS</u>	0	0	TP/AP
TOXICS RELEASE INVENTORY	<u>TRI</u>	0	0	TP/AP
TOXIC SUBSTANCE CONTROL ACT INVENTORY	<u>TSCA</u>	0	0	TP/AP
NO LONGER REGULATED RCRA GENERATOR FACILITIES	<u>NLRRCRAG</u>	0	0	0.1250
RESOURCE CONSERVATION & RECOVERY ACT - GENERATOR FACILITIES	RCRAGR06	0	<u>1</u>	0.1250
HISTORICAL GAS STATIONS	<u>HISTPST</u>	0	0	0.2500
BROWNFIELDS MANAGEMENT SYSTEM	<u>BF</u>	0	0	0.5000
COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION & LIABILITY INFORMATION SYSTEM	CERCLIS	0	0	0.5000
DELISTED NATIONAL PRIORITIES LIST	<u>DNPL</u>	0	0	0.5000
NO FURTHER REMEDIAL ACTION PLANNED SITES	<u>NFRAP</u>	0	0	0.5000
NO LONGER REGULATED RCRA NON-CORRACTS TSD FACILITIES	<u>NLRRCRAT</u>	0	0	0.5000
OPEN DUMP INVENTORY	<u>ODI</u>	0	0	0.5000
RESOURCE CONSERVATION & RECOVERY ACT - TREATMENT, STORAGE & DISPOSAL FACILITIES	<u>RCRAT</u>	0	0	0.5000
DEPARTMENT OF DEFENSE SITES	DOD	0	0	1.0000
FORMERLY USED DEFENSE SITES	<u>FUDS</u>	0	0	1.0000

Database	Acronym	Locatable	Unlocatable	Search Radius (miles)
NO LONGER REGULATED RCRA CORRECTIVE ACTION FACILITIES	<u>NLRRCRAC</u>	0	0	1.0000
NATIONAL PRIORITIES LIST	<u>NPL</u>	0	0	1.0000
PROPOSED NATIONAL PRIORITIES LIST	<u>PNPL</u>	0	0	1.0000
RESOURCE CONSERVATION & RECOVERY ACT - CORRECTIVE ACTION FACILITIES	RCRAC	0	0	1.0000
RECORD OF DECISION SYSTEM	<u>RODS</u>	0	0	1.0000
		_		
SUB-TOTAL		0	6	



STATE (LA) LISTING

Database	Acronym	Locatable	Unlocatable	Search Radius (miles)
ASBESTOS DEMOLITION AND RENOVATION NOTIFICATION PROJECTS	<u>ASBESTOS</u>	0	0	TP/AP
SITES WITH CONTROLS	<u>IC</u>	0	0	TP/AP
LISTING OF LOUISIANA DEQ LIENS	<u>LIENS</u>	0	0	TP/AP
SPILLS LISTING	<u>SPILLS</u>	0	<u>1</u>	TP/AP
WASTE TIRE GENERATOR LIST	WASTETIRE	0	0	TP/AP
DRYCLEANING FACILITIES	<u>DCR</u>	0	0	0.2500
NO LONGER REPORTED UNDERGROUND STORAGE TANKS	<u>NLRUST</u>	0	<u>1</u>	0.2500
UNDERGROUND STORAGE TANKS	<u>UST</u>	0	<u>4</u>	0.2500
APPROVED HURRICANE DEBRIS DUMP SITES	<u>ADS</u>	0	<u>1</u>	0.5000
HISTORICAL LEAKING UNDERGROUND STORAGE TANKS	<u>HLUST</u>	0	0	0.5000
LEAKING UNDERGROUND STORAGE TANKS	<u>LUST</u>	0	0	0.5000
RECYCLING FACILITIES	<u>RCY</u>	0	0	0.5000
SOLID WASTE LANDFILLS	<u>SWLF</u>	0	0	0.5000
VOLUNTARY REMEDIATION PROGRAM SITES	<u>VRP</u>	0	0	0.5000
WASTE PITS	<u>WP</u>	0	0	0.5000
CONFIRMED AND POTENTIAL SITES INVENTORY	<u>CPI</u>	0	0	1.0000
SUB-TOTAL		0	7	

TRIBAL LISTING

Database	Acronym	Locatable	Unlocatable	Search Radius (miles)
UNDERGROUND STORAGE TANKS ON TRIBAL LANDS	<u>USTR06</u>	0	0	0.2500
LEAKING UNDERGROUND STORAGE TANKS ON TRIBAL LANDS	LUSTR06	0	0	0.5000
OPEN DUMP INVENTORY ON TRIBAL LANDS	<u>ODINDIAN</u>	0	0	0.5000
INDIAN RESERVATIONS	<u>INDIANRES</u>	0	0	1.0000
	1	•	r	
SUB-TOTAL		0	0	
TOTAL		0	13	



FEDERAL LISTING

Acronym	Search Radius (miles)	TP/AP (0 - 0.02)	1/8 Mile (> TP/AP)	1/4 Mile (> 1/8)	1/2 Mile (> 1/4)	1 Mile (> 1/2)	> 1 Mile	Total
AIRSAFS	0.0200		NS	NS	NS	NS	NS	0
BRS	0.0200		NS	NS	NS	NS	NS	0
CDL	0.0200		NS	NS	NS	NS	NS	0
DOCKETS	0.0200		NS	NS	NS	NS	NS	0
EC	0.0200		NS	NS	NS	NS	NS	0
ERNSLA	0.0200		NS	NS	NS	NS	NS	0
FRSLA	0.0200		NS	NS	NS	NS	NS	0
HMIRSR06	0.0200		NS	NS	NS	NS	NS	0
ICIS	0.0200		NS	NS	NS	NS	NS	0
ICISNPDES	0.0200		NS	NS	NS	NS	NS	0
LUCIS	0.0200		NS	NS	NS	NS	NS	0
MLTS	0.0200		NS	NS	NS	NS	NS	0
NPDESR06	0.0200		NS	NS	NS	NS	NS	0
PADS	0.0200		NS	NS	NS	NS	NS	0
PCSR06	0.0200		NS	NS	NS	NS	NS	0
RCRASC	0.0200		NS	NS	NS	NS	NS	0
SFLIENS	0.0200		NS	NS	NS	NS	NS	0
SSTS	0.0200		NS	NS	NS	NS	NS	0
TRI	0.0200		NS	NS	NS	NS	NS	0
TSCA	0.0200		NS	NS	NS	NS	NS	0
NLRRCRAG	0.1250		0	NS	NS	NS	NS	0
RCRAGR06	0.1250		0	NS	NS	NS	NS	0
HISTPST	0.2500		0	0	NS	NS	NS	0
BF	0.5000		0	0	0	NS	NS	0
CERCLIS	0.5000		0	0	0	NS	NS	0
DNPL	0.5000		0	0	0	NS	NS	0
NFRAP	0.5000		0	0	0	NS	NS	0
NLRRCRAT	0.5000		0	0	0	NS	NS	0
ODI	0.5000		0	0	0	NS	NS	0
RCRAT	0.5000		0	0	0	NS	NS	0
DOD	1.0000		0	0	0	0	NS	0
FUDS	1.0000		0	0	0	0	NS	0
NLRRCRAC	1.0000		0	0	0	0	NS	0
NPL	1.0000		0	0	0	0	NS	0
PNPL	1.0000		0	0	0	0	NS	0
RCRAC	1.0000		0	0	0	0	NS	0

Acronym	Search Radius (miles)	TP/AP (0 - 0.02)	1/8 Mile (> TP/AP)	1/4 Mile (> 1/8)	1/2 Mile (> 1/4)	1 Mile (> 1/2)	> 1 Mile	Total
RODS	1.0000		0	0	0	0	NS	0
SUB-TOTAL			0	0	0	0	0	0



STATE (LA) LISTING

Acronym	Search Radius (miles)	TP/AP (0 - 0.02)	1/8 Mile (> TP/AP)	1/4 Mile (> 1/8)	1/2 Mile (> 1/4)	1 Mile (> 1/2)	> 1 Mile	Total
ASBESTOS	0.0200		NS	NS	NS	NS	NS	0
IC	0.0200		NS	NS	NS	NS	NS	0
LIENS	0.0200		NS	NS	NS	NS	NS	0
SPILLS	0.0200		NS	NS	NS	NS	NS	0
WASTETIRE	0.0200		NS	NS	NS	NS	NS	0
DCR	0.2500		0	0	NS	NS	NS	0
NLRUST	0.2500		0	0	NS	NS	NS	0
UST	0.2500		0	0	NS	NS	NS	0
ADS	0.5000		0	0	0	NS	NS	0
HLUST	0.5000		0	0	0	NS	NS	0
LUST	0.5000		0	0	0	NS	NS	0
RCY	0.5000		0	0	0	NS	NS	0
SWLF	0.5000		0	0	0	NS	NS	0
VRP	0.5000		0	0	0	NS	NS	0
WP	0.5000		0	0	0	NS	NS	0
CPI	1.0000		0	0	0	0	NS	0
SUB-TOTAL			0	0	0	0	0	0



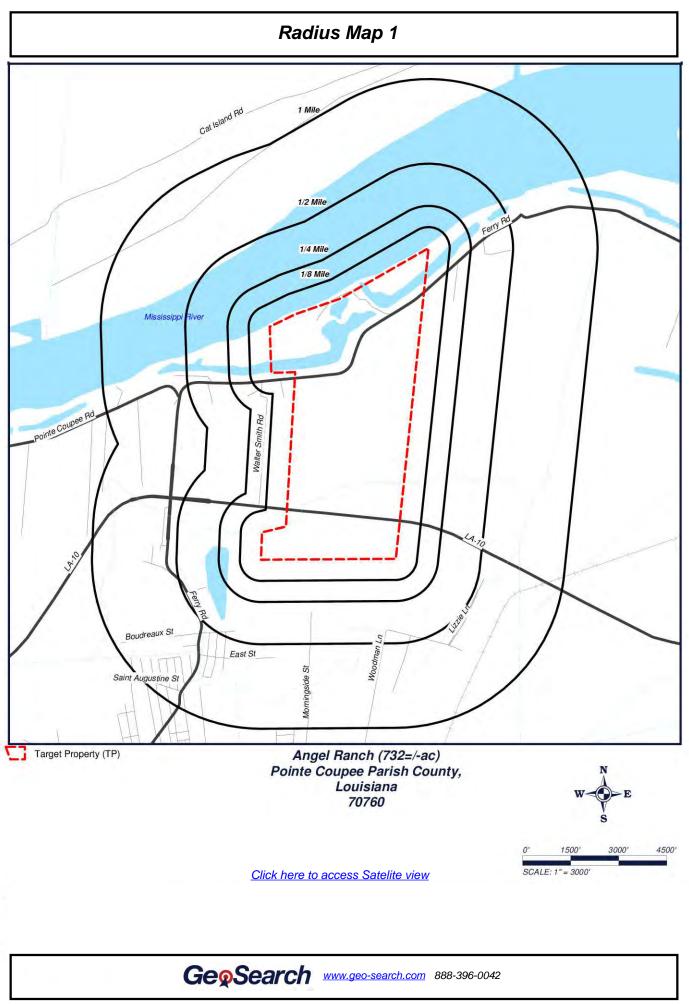
TRIBAL LISTING

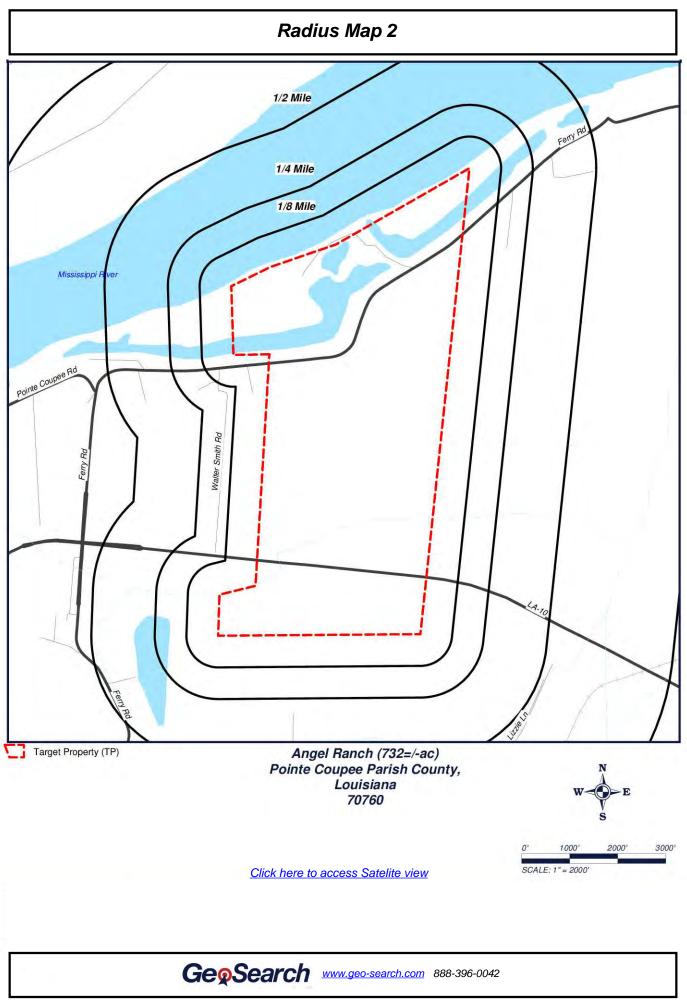
Acronym	Search Radius (miles)	TP/AP (0 - 0.02)	1/8 Mile (> TP/AP)	1/4 Mile (> 1/8)	1/2 Mile (> 1/4)	1 Mile (> 1/2)	> 1 Mile	Total
USTR06	0.2500		0	0	NS	NS	NS	0
LUSTR06	0.5000		0	0	0	NS	NS	0
ODINDIAN	0.5000		0	0	0	NS	NS	0
INDIANRES	1.0000		0	0	0	0	NS	0
SUB-TOTAL			0	0	0	0	0	0

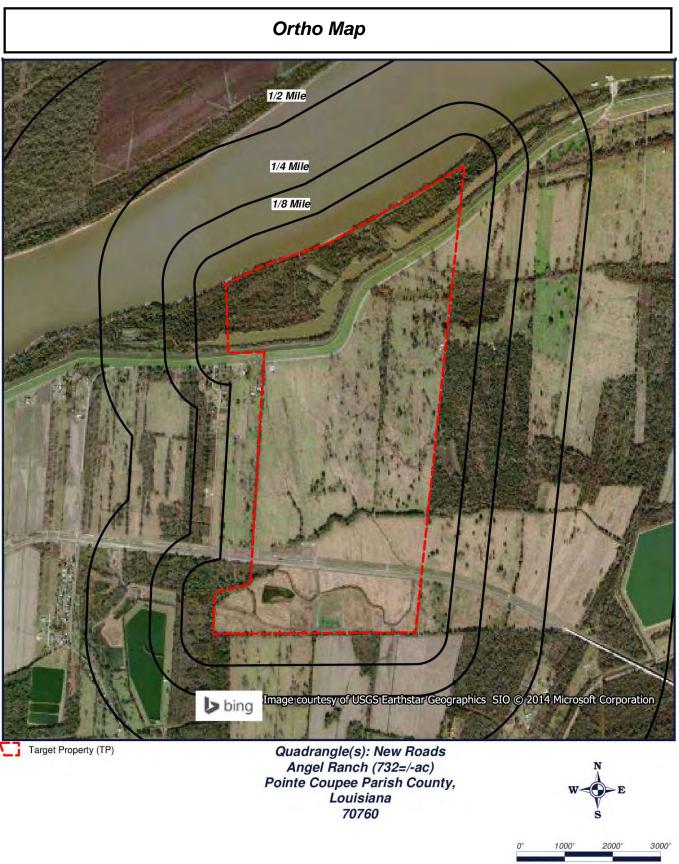
TOTAL 0 0	0	0	0	0
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NOTES: NS = NOT SEARCHED TP/AP = TARGET PROPERTY/ADJACENT PROPERTY





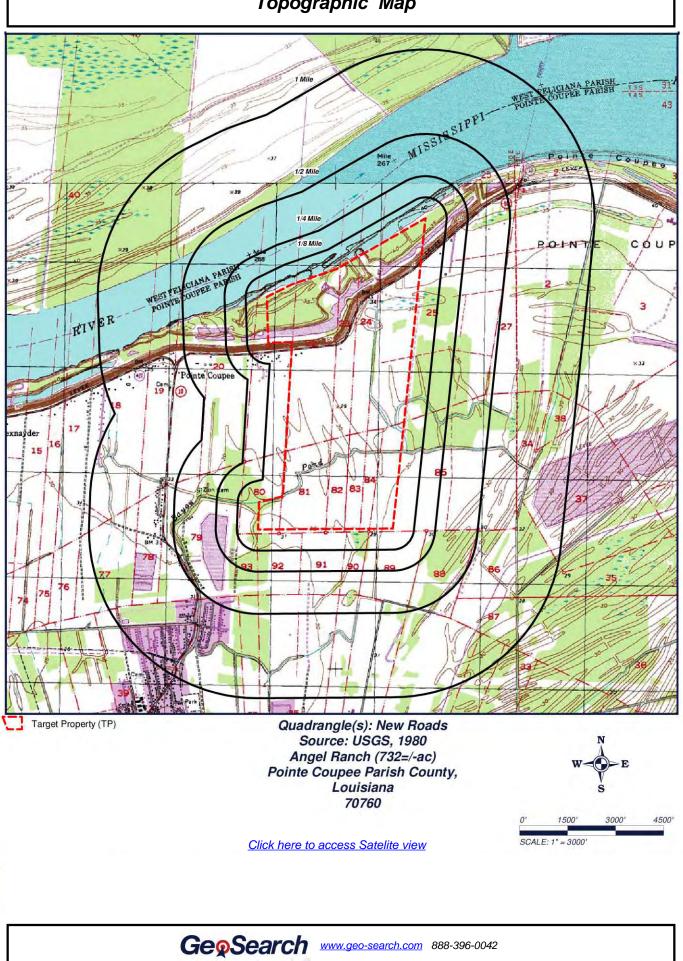




Click here to access Satelite view

SCALE: 1" = 2000"

Topographic Map



Report Summary of Unlocatable Sites

Database Name	Site ID#	Site Name	Address	City	Zip Code	Page #
<u>UST</u>	152257	LOUPE FARMS PROPERTY-VACANT LOT	FERRY RD (HWY 10 W)	NEW ROADS	70760	<u>16</u>
<u>UST</u>	71399	ASHFORD'S A&G SUPERETTE	HWY 10	NEW ROADS	70760	<u>17</u>
HMIRSR06	1996040155		HWY 981	NEW ROADS	70760	<u>18</u>
<u>NLRUST</u>	39-008641*UST	SUGARLAND PLANTATION	HWY 410 RT. 2	NEW ROADS	70760	<u>20</u>
<u>UST</u>	71400	BEAUD & SCHEXNAYDER GROCERY	HWY 410 RT 2	NEW ROADS	70760	<u>22</u>
<u>UST</u>	72421	N&H GROCERY	LA HWY 10	NEW ROADS	70760	<u>23</u>
ICIS	1813124750	POINTE COUPEE SD #1 LAGOON	LA HWY 10	NEW ROADS	70760	<u>24</u>
ICISNPDES	LA0088528*INP DES	POINTE COUPEE SD #1 LAGOON	LA HWY 10	NEW ROADS	70760	<u>30</u>
FRSLA	110007908951	ACADIAN GAS PIPELINE	POINT COUPEE PARISH	NEW ROADS	70760	<u>31</u>
RCRAGR06	LAR000021600* G	ACADIAN GAS PIPELINE	POINT COUPEE PARISH	NEW ROADS	70760	<u>33</u>
<u>SPILLS</u>	78017		HWY 10 NEW ROADS	NEW ROADS	70760	<u>34</u>
ERNSLA	504062	SITE SPECIFIC	MILE MARKER: 264 LOWER MISSISSIPPI RIVER WEST DESCENDING BAN	NEWROADS	70760	<u>35</u>
ADS	160818	POINTE COUPEE PARISH POLICE JURY-WOODMAN LN.	WOODMAN LN.			<u>36</u>

FACILITY INFORMATION

Al#: 152257 ID#: 39019072 NAME: LOUPE FARMS PROPERTY-VACANT LOT ADDRESS: FERRY RD (HWY 10 W) NEW ROADS, LA 70760 PARISH: NOT REPORTED FACILITY DETAILS TANK ID: 57288 INSTALLED DATE: 7/1/1977 TANK STATUS: REMOVED TOTAL CAPACITY (GAL): 2000 GASOLINE: YES EPOXY COATED STEEL: NO DIESEL: NO COMPOSITE: NO KEROSENE: NO FIBERGLASS: NO HEATING OIL: NO LINED INTERIOR: NO NEW OR USED OIL: NO DOUBLE WALLED: NO OTHER SUBSTANCE: NO POLYETHYLENE JACKET: NO EXCAVATION LINER: NO ASPHALT/COALT: NO CATHODICALLY PROTECTIVE STEEL: NO UNKNOWN MATERIAL: NO CONCRETE: NO OTHER MATERIALS: NO PIPING METHOD: NOT REPORTED COMMENTS: NOT REPORTED TANK ID: 57285 INSTALLED DATE: 7/1/1977 TANK STATUS: REMOVED TOTAL CAPACITY (GAL): 500 GASOLINE: YES DIESEL: NO KEROSENE: NO HEATING OIL: NO NEW OR USED OIL: NO OTHER SUBSTANCE: NO ASPHALT/COALT: NO CATHODICALLY PROTECTIVE STEEL: NO CONCRETE: NO OTHER MATERIALS: NO PIPING METHOD: NOT REPORTED COMMENTS: NOT REPORTED TANK ID: 57286 INSTALLED DATE: 7/1/1977

OWNER INFORMATION

OWNER ID #: NAME: NOT REPORTED ADDRESS: NOT REPORTED **CITY NOT REPORTED** PHONE: NOT REPORTED

EPOXY COATED STEEL: NO COMPOSITE: NO

FIBERGLASS: NO LINED INTERIOR: NO DOUBLE WALLED: NO POLYETHYLENE JACKET: NO EXCAVATION LINER: NO UNKNOWN MATERIAL: NO

TANK STATUS: REMOVED TOTAL CAPACITY (GAL): 500 GASOLINE: YES DIESEL: NO KEROSENE: NO HEATING OIL: NO NEW OR USED OIL: NO OTHER SUBSTANCE: NO ASPHALT/COALT: NO CATHODICALLY PROTECTIVE STEEL: NO CONCRETE: NO OTHER MATERIALS: NO PIPING METHOD: NOT REPORTED COMMENTS: NOT REPORTED TANK ID: 57287 INSTALLED DATE: 7/1/1977 TANK STATUS: REMOVED TOTAL CAPACITY (GAL): 2000 GASOLINE: YES DIESEL: NO KEROSENE: NO HEATING OIL: NO NEW OR USED OIL: NO OTHER SUBSTANCE: NO ASPHALT/COALT: NO CATHODICALLY PROTECTIVE STEEL: NO CONCRETE: NO OTHER MATERIALS: NO PIPING METHOD: NOT REPORTED COMMENTS: NOT REPORTED

EPOXY COATED STEEL: NO COMPOSITE: NO FIBERGLASS: NO LINED INTERIOR: NO DOUBLE WALLED: NO POLYETHYLENE JACKET: NO EXCAVATION LINER: NO UNKNOWN MATERIAL: NO EPOXY COATED STEEL: NO COMPOSITE: NO FIBERGLASS: NO LINED INTERIOR: NO DOUBLE WALLED: NO POLYETHYLENE JACKET: NO EXCAVATION LINER: NO UNKNOWN MATERIAL: NO

Back to Report Summary of Unlocatable Sites

FACILITY INFORMATION

Al#: 71399 ID#: 39008624 NAME: ASHFORD'S A&G SUPERETTE ADDRESS: HWY 10 NEW ROADS, LA 70760 PARISH: NOT REPORTED FACILITY DETAILS TANK ID: 23243 INSTALLED DATE: 5/6/1976 TANK STATUS: REMOVED TOTAL CAPACITY (GAL): 2000 GASOLINE: YES DIESEL: NO KEROSENE: NO HEATING OIL: NO NEW OR USED OIL: NO OTHER SUBSTANCE: NO ASPHALT/COALT: NO CATHODICALLY PROTECTIVE STEEL: NO CONCRETE: NO OTHER MATERIALS: NO PIPING METHOD: NOT REPORTED COMMENTS: NOT REPORTED TANK ID: 23242 INSTALLED DATE: 5/6/1976 TANK STATUS: REMOVED TOTAL CAPACITY (GAL): 2000 GASOLINE: YES DIESEL: NO KEROSENE: NO HEATING OIL: NO NEW OR USED OIL: NO OTHER SUBSTANCE: NO ASPHALT/COALT: NO CATHODICALLY PROTECTIVE STEEL: NO CONCRETE: NO OTHER MATERIALS: NO PIPING METHOD: NOT REPORTED COMMENTS: NOT REPORTED

OWNER INFORMATION

OWNER ID #: NAME: NOT REPORTED ADDRESS: NOT REPORTED **CITY NOT REPORTED** PHONE: NOT REPORTED

EPOXY COATED STEEL: NO COMPOSITE: NO FIBERGLASS: NO LINED INTERIOR: NO DOUBLE WALLED: NO POLYETHYLENE JACKET: NO EXCAVATION LINER: NO UNKNOWN MATERIAL: NO

EPOXY COATED STEEL: NO COMPOSITE: NO FIBERGLASS: NO LINED INTERIOR: NO DOUBLE WALLED: NO POLYETHYLENE JACKET: NO EXCAVATION LINER: NO UNKNOWN MATERIAL: NO

Back to Report Summary of Unlocatable Sites

Hazardous Materials Incident Reporting System (HMIRSR06)

INCIDENT INFORMATION

REPORT #: 1996040155 DATE: 02/20/96 INCIDENT LOCATION: HWY 981 NEW ROADS, LA 70760 COUNTY NOT REPORTED CARRIER INFORMATION NAME: AAA COOPER TRANSPORTATION ADDRESS: 8728 KIOWA AVE BATON ROUGE, LA 70814 MODE OF TRANSPORTATION: HIGHWAY (FOR HIRE) TRANSPORTATION PHASE: NOT REPORTED

COMMODITY DETAILS

IDENTIFICATION NUMBER: NOT REPORTED COMMODITY SHIPPING NAME: COMPOUND CLEANING LIQUID TRADE NAME: NOT REPORTED QUANTITY RELEASED: 2.50 GALLONS PACKAGING: NOT REPORTED

FAILURE DESCRIPTION

WHAT FAILED: HOW FAILED: -FAILURE CAUSE DESCRIPTION:

DESCRIPTION OF EVENTS: THE PAILS WERE LOADED IN FRONT OF A PIECE OF PIPE, I HAD TO MAKE A SUDDEN STOP. THE PIPE SLID INTO THE PAILS DAMAGING ONE OF THEM. RECOMMENDATIONS/ACTIONS TAKEN: NO ACTION OR RECOMMENDATION REPORTED



No Longer Reported Underground Storage Tanks (NLRUST)

* DATA USED IN THIS REPORT ORIGINATES FROM A NO LONGER ACTIVE FILING SYSTEM OF THE LOUISIANA DEQ. THIS DATA WAS LAST UPDATED IN FEBRUARY OF 2004.

FACILITY INFORMATION ID#: 39-008641 NAME: SUGARLAND PLANTATION ADDRESS: HWY 410 RT. 2 NEW ROADS, LA 70760 PARISH: POINTE COUPEE REGION: 2 FACILITY OPERATING STATUS: (M) # OF TANKS: 2 INDIAN LAND: (N) NOT ON INDIAN LAND MANAGER NAME: JOHN L. CROSBY MANAGER TITLE: PRESIDENT MANAGER PHONE: (504) 638-6306 FORM AMMENDED: (N) NO FORM SIGNED BY: JOHN L. CROSBY TITLE SIGNED BY: PRESIDENT FROM SIGNED DATE: 05-06-86

OWNER INFORMATION

OWNER ID #: 00270900 NAME: SMITH-CROSBY OIL CO., INC. ADDRESS: 615 POYDRAS ST. , LA, 70760 PHONE: 04) 638-6306 OWNER OPERATING STATUS: (A) ACTIVE

TANK INFORMATION

TANK ID#: 23277 USE: IN USE INSTALLED: 76/05/06 OPERATING STATUS: ACTIVE EMPTY STATUS: (.) NOT EMPTY LEAKING: (.) NOT REPORTED TANK MATERIAL: STEEL INTERIOR PROTECTION: NONE EXTERIOR PROTECTION: PAINTED PIPING NETWORK: GALVANIZED STEEL

TANK INFORMATION

TANK ID#: 23278 USE: IN USE INSTALLED: 56/05/06 OPERATING STATUS: ACTIVE EMPTY STATUS: (.) NOT EMPTY LEAKING: (.) NOT REPORTED TANK MATERIAL: STEEL INTERIOR PROTECTION: NONE EXTERIOR PROTECTION: PAINTED PIPING NETWORK: GALVANIZED STEEL

REPLACEMENT INFORMATION

REPLACEMENT DATE: NOT REPORTED REPLACEMENT LEAK: (.) NO LEAK WHEN REPLACED

CAPACITY (GAL): 550 CONTENTS: GASOLINE REPLACEMENT: (N) NOT A REPLACEMENT

CAPACITY (GAL): 550 CONTENTS: DIESEL REPLACEMENT: (N) NOT A REPLACEMENT

> REPLACEMENT AGE: NOT REPORTED SOIL CONTAMINATION: (.) NO LEAK WHEN REPLACED

No Longer Reported Underground Storage Tanks (NLRUST)

REPLACEMENT INFORMATIONREPLACEMENT DATE:NOT REPORTEDREPLACEMENT LEAK:(.) NO LEAK WHEN REPLACED

REPLACEMENT AGE: NOT REPORTED SOIL CONTAMINATION: (.) NO LEAK WHEN REPLACED



FACILITY INFORMATION

AI#: 71400 ID#: 39008625 NAME: BEAUD & SCHEXNAYDER GROCERY ADDRESS: HWY 410 RT 2 NEW ROADS, LA 70760 PARISH: NOT REPORTED

FACILITY DETAILS

TANK ID: 23244 INSTALLED DATE: 5/6/1959 TANK STATUS: REMOVED TOTAL CAPACITY (GAL): 550 GASOLINE: YES DIESEL: NO KEROSENE: NO HEATING OIL: NO NEW OR USED OIL: NO OTHER SUBSTANCE: NO ASPHALT/COALT: YES CATHODICALLY PROTECTIVE STEEL: NO CONCRETE: NO OTHER MATERIALS: NO PIPING METHOD: NOT REPORTED COMMENTS: NOT REPORTED TANK ID: 23245 INSTALLED DATE: 5/6/1976 TANK STATUS: REMOVED TOTAL CAPACITY (GAL): 550 GASOLINE: YES DIESEL: NO KEROSENE: NO HEATING OIL: NO NEW OR USED OIL: NO OTHER SUBSTANCE: NO ASPHALT/COALT: YES CATHODICALLY PROTECTIVE STEEL: NO CONCRETE: NO OTHER MATERIALS: NO PIPING METHOD: NOT REPORTED COMMENTS: NOT REPORTED TANK ID: 23246 INSTALLED DATE: 5/6/1959

OWNER INFORMATION

OWNER ID #: NAME: NOT REPORTED ADDRESS: NOT REPORTED CITY NOT REPORTED PHONE: NOT REPORTED

EPOXY COATED STEEL: NO COMPOSITE: NO FIBERGLASS: NO LINED INTERIOR: NO DOUBLE WALLED: NO POLYETHYLENE JACKET: NO EXCAVATION LINER: NO UNKNOWN MATERIAL: NO

EPOXY COATED STEEL: NO COMPOSITE: NO FIBERGLASS: NO LINED INTERIOR: NO DOUBLE WALLED: NO POLYETHYLENE JACKET: NO EXCAVATION LINER: NO UNKNOWN MATERIAL: NO

TANK STATUS: REMOVED TOTAL CAPACITY (GAL): 550 GASOLINE: YES DIESEL: NO KEROSENE: NO HEATING OIL: NO NEW OR USED OIL: NO OTHER SUBSTANCE: NO ASPHALT/COALT: YES CATHODICALLY PROTECTIVE STEEL: NO CONCRETE: NO OTHER MATERIALS: NO PIPING METHOD: NOT REPORTED COMMENTS: NOT REPORTED

EPOXY COATED STEEL: NO COMPOSITE: NO FIBERGLASS: NO LINED INTERIOR: NO DOUBLE WALLED: NO POLYETHYLENE JACKET: NO EXCAVATION LINER: NO UNKNOWN MATERIAL: NO



FACILITY INFORMATION

Al#: 72421 ID#: 39006704 NAME: N&H GROCERY ADDRESS: LA HWY 10 NEW ROADS, LA 70760 PARISH: NOT REPORTED FACILITY DETAILS TANK ID: 18331 INSTALLED DATE: 5/8/1974 TANK STATUS: CLOSED TOTAL CAPACITY (GAL): 2000 GASOLINE: YES DIESEL: NO KEROSENE: NO HEATING OIL: NO NEW OR USED OIL: NO OTHER SUBSTANCE: NO ASPHALT/COALT: NO CATHODICALLY PROTECTIVE STEEL: NO CONCRETE: NO OTHER MATERIALS: NO PIPING METHOD: NOT REPORTED COMMENTS: NOT REPORTED TANK ID: 18332 INSTALLED DATE: 5/8/1974 TANK STATUS: CLOSED TOTAL CAPACITY (GAL): 2000 GASOLINE: YES DIESEL: NO KEROSENE: NO HEATING OIL: NO NEW OR USED OIL: NO OTHER SUBSTANCE: NO ASPHALT/COALT: NO CATHODICALLY PROTECTIVE STEEL: NO CONCRETE: NO OTHER MATERIALS: NO PIPING METHOD: NOT REPORTED COMMENTS: NOT REPORTED

OWNER INFORMATION

OWNER ID #: NAME: NOT REPORTED ADDRESS: NOT REPORTED CITY NOT REPORTED PHONE: NOT REPORTED

EPOXY COATED STEEL: NO COMPOSITE: NO FIBERGLASS: NO LINED INTERIOR: NO DOUBLE WALLED: NO POLYETHYLENE JACKET: NO EXCAVATION LINER: NO UNKNOWN MATERIAL: NO

EPOXY COATED STEEL: NO COMPOSITE: NO FIBERGLASS: NO LINED INTERIOR: NO DOUBLE WALLED: NO POLYETHYLENE JACKET: NO EXCAVATION LINER: NO UNKNOWN MATERIAL: NO

Back to Report Summary of Unlocatable Sites

Integrated Compliance Information System (formerly DOCKETS) (ICIS)

SITE INFORMATION FACILITY ID: 110009020237 GSID #: 1813124750 NAME: POINTE COUPEE SD #1 LAGOON ADDRESS: LA HWY 10 NEW ROADS, LA 70760 **CASE INFORMATION** CASE TYPE: ADMINISTRATIVE FORMAL CASE STATUS: FOI COURT DOCKET #: WEC970141 RESULT OF VOLUNTARY DISCLOSURE ?: NO INFORMATION REPORTED MULTI-MEDIA CASE ?: NO INFORMATION REPORTED CASE SUMMARY INSPECTIONS FROM 1/22 & 2/3/97 REVEALED O & M, REP & REC, AND UNAUTHORIZED DISCH VIOLATIONS ENFORCEMENTS / VIOLATIONS ENFORCEMENT TYPE: STATE CWA NON PENALTY AO RELIEF SOUGHT: NO RELIEF INFORMATION REPORTED LAW/S VIOLATED **CWA CLEAN WATER ACT** POLLUTANT CITED CASE CONCLUSION ENFORCEMENT CONCLUSION: ADMINISTRATIVE COMPLIANCE ORDERS SETTLEMENT LODGED DATE: NOT REPORTED SETTLEMENT ENTERED DATE: 19970702 FEDERAL PENALTY ASSESSED AMOUNT: NOT REPORTED STATE / LOCAL PENALTY AMOUNT: NOT REPORTED TOTAL SEP AMOUNT: NOT REPORTED TOTAL COMPLIANCE ACTION AMOUNT: NOT REPORTED COST RECOVERY AWARDED AMOUNT: NOT REPORTED



FACILITY INFORMATION PERMIT #: LA0088528 FACILITY #: 110009020237 NAME: POINTE COUPEE SD #1 LAGOON PHYSICAL ADDRESS: LA HWY 10 NEW ROADS, LA 70760 PERMITTYPE / ISSUE DATE: NPD - NPDES INDIVIDUAL PERMIT / 03/11/11 PERMIT STATUS: EFFECTIVE PERMIT EXPIRED: 03/31/16 STANDARD INDUSTRIAL CLASSIFICATION 4952-ESTABLISHMENTS PRIMARILY ENGAGED IN THE COLLECTION AND DISPOSAL OF WASTES CONDUCTED THROUGH A SEWER SYSTEM, INCLUDING SUCH TREATMENT PROCESSES AS MAY BE PROVIDED. **INSPECTIONS** INSPECTION TYPE: CEI EVALUATION LEAD AGENCY: STATE 01/22/97 INSPECTION DATE: INSPECTION TYPE: CEI EVALUATION LEAD AGENCY: STATE INSPECTION DATE: 02/03/97 INSPECTION TYPE: CEI EVALUATION LEAD AGENCY: STATE INSPECTION DATE: 07/18/00 INSPECTION TYPE: CEI EVALUATION LEAD AGENCY: STATE INSPECTION DATE: 08/22/02 INSPECTION TYPE: CEI EVALUATION LEAD AGENCY: STATE INSPECTION DATE: 06/09/05 INSPECTION TYPE: CEI EVALUATION LEAD AGENCY: STATE INSPECTION DATE: 05/16/11 INSPECTION TYPE: SA1 SAMPLING LEAD AGENCY: STATE INSPECTION DATE: 08/22/02 **HISTORIC COMPLIANCE** HISTORIC NON-CONPLIANCE QUARTER (YYYYQ): HISTORIC NON-CONPLIANCE: 20032 VIOLATIONS ONLY 20033 VIOLATIONS ONLY 20034 VIOLATIONS ONLY VIOLATIONS ONLY 20041 20042 VIOLATIONS ONLY 20043 VIOLATIONS ONLY 20044 VIOLATIONS ONLY 20051 VIOLATIONS ONLY

20052	VIOLATIONS ONLY
20053	VIOLATIONS ONLY
20054	VIOLATIONS ONLY
20061	VIOLATIONS ONLY
20062	VIOLATIONS ONLY
20063	VIOLATIONS ONLY
20064	VIOLATIONS ONLY
20071	VIOLATIONS ONLY
20072	VIOLATIONS ONLY
20073	VIOLATIONS ONLY
20074	VIOLATIONS ONLY
20081	VIOLATIONS ONLY
20082	VIOLATIONS ONLY
20083	VIOLATIONS ONLY
20084	VIOLATIONS ONLY
20091	VIOLATIONS ONLY
20092	VIOLATIONS ONLY
20093	VIOLATIONS ONLY
20094	VIOLATIONS ONLY
20101	VIOLATIONS ONLY
20102	VIOLATIONS ONLY
20103	VIOLATIONS ONLY
20104	VIOLATIONS ONLY
20111	VIOLATIONS ONLY
20112	VIOLATIONS ONLY
20113	VIOLATIONS ONLY
20114	VIOLATIONS ONLY
20121	RESOLVED PENDING
20122	VIOLATIONS ONLY
20123	VIOLATIONS ONLY

PERMIT SCHEDULE VIOLATIONS

VIOLATION ID: NOT REPORTED VIOLATION TYPE: NOT REPORTED VIOLATION: NOT REPORTED SCHEDULE EVENT ID: NOT REPORTED SCHEDULE EVENT: NOT REPORTED SCHEDULE EVENT DATE: NOT REPORTED

DMR VIOLATIONS

VIOLATION TYPE: NOT REPORTED VIOLATION: NOT REPORTED MONITORING PERIOD END DATE: NOT REPORTED RNC DETECTION CODE: NOT REPORTED RNC RESOLUTION CODE: NOT REPORTED RNC RESOLUTION DATE: NOT REPORTED

COMPLIANCE SCHEDULE VIOLATIONS

VIOLATION ID: 3000018753 VIOLATION TYPE: C VIOLATION: SCHEDULE EVENT UNACHIEVED AND NOT REPORTED SCHEDULE EVENT ID: 260000908 SCHEDULE EVENT: 00108 SCHEDULE EVENT DATE: 02/04/2012 RNC DETECTION CODE: NON-RECEIPT OF DMR/SCHEDULE REPORT RNC RESOLUTION CODE: NC - UNRESOLVED RNC VIOLATION ID: 3000018752 VIOLATION TYPE: C VIOLATION: SCHEDULE EVENT UNACHIEVED AND NOT REPORTED SCHEDULE EVENT ID: 260000908 SCHEDULE EVENT: 43599 SCHEDULE EVENT DATE: 02/04/2012 RNC DETECTION CODE: NON-RECEIPT OF DMR/SCHEDULE REPORT RNC RESOLUTION CODE: NC - UNRESOLVED RNC SINGLE EVENT VIOLATIONS VIOLATION ID: 260257441 VIOLATION TYPE: S VIOLATION: REPORTING VIOLATIONS - IMPROPER/ INCORRECT REPORTING RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 VIOLATION ID: 260257441 VIOLATION TYPE: S VIOLATION: PERMIT VIOLATIONS - VIOLATION SPECIFIED IN COMMENT RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 12/21/2011 RNC RESOLUTION DATE: VIOLATION ID: 260257439 VIOLATION TYPE: S VIOLATION: REPORTING VIOLATIONS - FAILURE TO SUBMIT DMRS RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 VIOLATION ID: 260257438 VIOLATION TYPE: S VIOLATION: REPORTING VIOLATIONS - FAILURE TO SUBMIT REQUIRED REPORT (NO RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 VIOLATION ID: 300061304 VIOLATION TYPE: S

VIOLATION: MONITORING VIOLATIONS - INVALID/UNREPRESENTATIVE SAMPLE RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 VIOLATION ID: 260257439 VIOLATION TYPE: S VIOLATION: MONITORING VIOLATIONS - INVALID/UNREPRESENTATIVE SAMPLE RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 VIOLATION ID: 260257439 VIOLATION TYPE: S VIOLATION: MONITORING VIOLATIONS - FAILURE TO MONITOR FOR NON-TOXICITY RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 12/21/2011 RNC RESOLUTION DATE: VIOLATION ID: 260257441 VIOLATION TYPE: S VIOLATION: MANAGEMENT PRACTICE VIOLATIONS - IMPROPER OPERATION AND MAIN RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 VIOLATION ID: 260257437 VIOLATION TYPE: S VIOLATION: EFFLUENT VIOLATIONS - NUMERIC EFFLUENT VIOLATION RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 VIOLATION ID: 260257437 VIOLATION TYPE: S VIOLATION: PERMIT VIOLATIONS - FAILURE TO SUBMIT TIMELY PERMIT RENEWAL RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 VIOLATION ID: 260257441 VIOLATION TYPE: S VIOLATION: REPORTING VIOLATIONS - IMPROPER/ INCORRECT REPORTING RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011

VIOLATION ID: 260257437 VIOLATION TYPE: S VIOLATION: EFFLUENT VIOLATIONS - UNAUTHORIZED DISCHARGE RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 VIOLATION ID: 260257440 VIOLATION TYPE: S VIOLATION: MONITORING VIOLATIONS - FAILURE TO MONITOR FOR NON-TOXICITY RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 VIOLATION ID: 260257439 VIOLATION TYPE: S VIOLATION: REPORTING VIOLATIONS - FAILURE TO SUBMIT DMRS RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 VIOLATION ID: 260257438 VIOLATION TYPE: S VIOLATION: REPORTING VIOLATIONS - FAILURE TO SUBMIT REQUIRED REPORT (NO RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 VIOLATION ID: 260257437 VIOLATION TYPE: S VIOLATION: REPORTING VIOLATIONS - FAILURE TO NOTIFY RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 VIOLATION ID: 260257438 VIOLATION TYPE: S VIOLATION: EFFLUENT VIOLATIONS - NUMERIC EFFLUENT VIOLATION RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011 RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 VIOLATION ID: 260257441 VIOLATION TYPE: S VIOLATION: MANAGEMENT PRACTICE VIOLATIONS - FAILURE TO MAINTAIN RECORDS RNC DETECTION CODE: NOT REPORTED RNC DETECTION DATE: 12/21/2011

RNC RESOLUTION CODE: 3 RNC RESOLUTION DATE: 12/21/2011 INFORMAL ENFORCEMENT ACTIONS ENFORCEMENT IDENTIFIER: LA-N00001217 ENFORCEMENT TYPE: STATE CWA NON PENALTY AO EARLIEST SETTLEMENT ENTERED DATE: 07/02/97 ENFORCEMENT TYPE: STATE TOTAL FEDERAL PENALTY ASSESSED: 0 TOTAL STATE LOCAL PENALTY: 0 ENFORCEMENT IDENTIFIER: LA-N00002175 ENFORCEMENT TYPE: LETTER OF VIOLATION/ WARNING LETTER EARLIEST SETTLEMENT ENTERED DATE: 09/20/06 ENFORCEMENT TYPE: STATE TOTAL FEDERAL PENALTY ASSESSED: NOT REPORTED TOTAL STATE LOCAL PENALTY: NOT REPORTED ENFORCEMENT IDENTIFIER: LA-N00005577 ENFORCEMENT TYPE: LETTER OF VIOLATION/ WARNING LETTER EARLIEST SETTLEMENT ENTERED DATE: 01/06/03 ENFORCEMENT TYPE: STATE TOTAL FEDERAL PENALTY ASSESSED: NOT REPORTED TOTAL STATE LOCAL PENALTY: NOT REPORTED ENFORCEMENT IDENTIFIER: LA-N00016195 ENFORCEMENT TYPE: UNDER REVIEW EARLIEST SETTLEMENT ENTERED DATE: 08/29/05 ENFORCEMENT TYPE: STATE TOTAL FEDERAL PENALTY ASSESSED: NOT REPORTED TOTAL STATE LOCAL PENALTY: NOT REPORTED ENFORCEMENT IDENTIFIER: LA-WEC060066 ENFORCEMENT TYPE: STATE CWA NON PENALTY AO EARLIEST SETTLEMENT ENTERED DATE: 12/21/11 ENFORCEMENT TYPE: STATE TOTAL FEDERAL PENALTY ASSESSED: Λ TOTAL STATE LOCAL PENALTY: 0

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Facility Registry System (FRSLA)

FACILITY INFORMATION REGISTRY ID: 110007908951 NAME: ACADIAN GAS PIPELINE LOCATION ADDRESS: POINT COUPEE PARISH NEW ROADS, LA 70760 COUNTY: POINTE COUPEE EPA REGION: 6 FEDERAL FACILITY: NOT REPORTED TRIBAL LAND: NOT REPORTED ALTERNATIVE NAME/S: ACADIAN GAS PIPELINE ACADIAN GAS PL SYS LIVONIA PIG TRAP PROGRAM/S LISTED FOR THIS FACILITY **BR - *DEFINITION NOT PROVIDED BY REPORTING AGENCY RCRAINFO - RESOURCE CONSERVATION AND RECOVERY ACT INFORMATION SYSTEM** STANDARD INDUSTRIAL CLASSIFICATION/S (SIC) NO SIC DATA REPORTED NORTH AMERICAN INDUSTRY CLASSIFICATION/S (NAICS) 22121 - NATURAL GAS DISTRIBUTION



Resource Conservation & Recovery Act - Generator Facilities (RCRAGR06)

FACILITY INFORMATION

EPA ID#: LAR000021600 OWNER TYPE: PRIVATE NAME: ACADIAN GAS PIPELINE OWNER NAME: ACADIAN GAS PIPELINE SYSTEM ADDRESS: POINT COUPEE PARISH OPERATOR TYPE: PRIVATE OPERATOR NAME: ACADIAN NEW ROADS, LA 70760 CONTACT NAME: SHIVER L NOLAN CONTACT ADDRESS: PO BOX 4324 **HOUSTON TX 77210** CONTACT PHONE: 225-773-4098 NON-NOTIFIER: NOT A NON-NOTIFIER DATE RECEIVED BY AGENCY: 09/06/2007 **CERTIFICATION** CERTIFICATION NAME: CERTIFICATION TITLE: CERTIFICATION SIGNED DATE: TERRY L HURLBURT SVP 09/06/2007 T HELFGOTT VP ENV ADM 02/27/2002 INDUSTRY CLASSIFICATION (NAICS) 22121 - NATURAL GAS DISTRIBUTION 48621 - PIPELINE TRANSPORTATION OF NATURAL GAS SITE HISTORY (INCLUDES GENERATORS AND NON-GENERATORS) DATE RECEIVED BY AGENCY: 02/27/2002 NAME: ACADIAN GAS PIPELINE SYSTEMS GENERATOR CLASSIFICATION: SMALL QUANTITY GENERATOR DATE RECEIVED BY AGENCY: 04/29/1997 NAME: ACADIAN GAS PL SYS LIVONIA PIG TRAP GENERATOR CLASSIFICATION: SMALL QUANTITY GENERATOR DATE RECEIVED BY AGENCY: 09/06/2007 NAME: ACADIAN GAS PIPELINE GENERATOR CLASSIFICATION: LARGE QUANTITY GENERATOR CURRENT ACTIVITY INFORMATION GENERATOR STATUS: CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR LAST UPDATED DATE: 03/20/2008 SUBJECT TO CORRECTIVE ACTION UNIVERSE: NO TDSFs POTENTIALLY SUBJECT TO CORRECTIVE ACTION UNDER 3004 (u)/(v) UNIVERSE: NO TDSFs ONLY SUBJECT TO CORRECTIVE ACTION UNDER DISCRETIONARY AUTHORITIES UNIVERSE: NO NON TSDFs WHERE RCRA CORRECTIVE ACTION HAS BEEN IMPOSED UNIVERSE: NO CORRECTIVE ACTION WORKLOAD UNIVERSE: NO IMPORTER: NO UNDERGROUND INJECTION: NO MIXED WASTE GENERATOR: NO UNIVERSAL WASTE DESTINATION FACILITY: NO **RECYCLER: NO** TRANSFER FACILITY: NO TRANSPORTER: NO USED OIL FUEL BURNER: NO ONSITE BURNER EXEMPTION: NO USED OIL PROCESSOR: NO FURNACE EXEMPTION: NO USED OIL FUEL MARKETER TO BURNER: NO USED OIL REFINER: NO SPECIFICATION USED OIL MARKETER: NO

Resource Conservation & Recovery Act - Generator Facilities (RCRAGR06)

USED OIL TRANSFER FACILITY: NO

USED OIL TRANSPORTER: NO

COMPLIANCE, MONITORING AND ENFORCEMENT INFORMATION

EVALUATIONS 03/22/2001

CEI COMPLIANCE EVALUATION INSPECTION ON-SITE

VIOLATIONS - NO VIOLATIONS REPORTED -

ENFORCEMENTS - NO ENFORCEMENTS REPORTED -

- HAZARD	OUS WASTE	☐		
D001 IGNITABLE WASTE				
D009 MERCURY				
D018	BENZENE			
UNIVERSAL WASTE				
WASTE TYPE:		ACCUMULATED WASTE ON-SITE:	GENERATED WASTE ON-SITE:	SOURCE TYPE:
BATTERIES		NO	NO	ANNUAL/BIENNIAL REPORT
LAMPS		NO	NO	ANNUAL/BIENNIAL REPORT
PESTICIDES		NO	NO	ANNUAL/BIENNIAL REPORT
MERCURY CONTAINING EQUIPMENT		NO	NO	ANNUAL/BIENNIAL REPORT
CORRECTIVE ACTION AREA - NO CORECTIVE ACTION AREA INFORMATION REPORTED -				
CORRECTIVE ACTION EVENT - NO CORECTIVE ACTION EVENT REPORTED -				



Spills listing (SPILLS)

INCIDENT INFORMATION ID#: 78017 PARISH: POINTE COUPEE LOCATION: **HWY 10** NEW ROADS INCIDENT TYPE: COMPLAINT, TRASH AND/OR GARBAGE RELATED INCIDENT DATE: 04/05/2005 RECEIVED DATE: 04/05/2005 INCIDENT DESCRIPTION: C05-0936 CALLER IS COMPLAINING ABOUT A LARGE DITCH NEAR HER HOUSE THE DITCH HAS GREEN SCUM, TRASH AND DEBRIS ON THE TOP `` LDJ LOCATION DESCRIPTION: **HWY 10** NEW ROADS MUNICIPALITY: NEW ROADS MEDIA: SOIL QUANTITY: NOT REPORTED UNITS: NOT REPORTED PARAMETERS: NOT REPORTED OTHER SUBSTANCES: NOT REPORTED MASTER ID: 83583 SOURCE: POINTE COUPEE PARISH STATUS: CLOSED COMMENTS: ON 0N 04/05/05 AT 10:06AM MRS. PATSY SMITH OF 8627 ST CECILIA STREET, NEW ROADS, LA. 70760, PH: (225) 683-5077 COMPLIANED ABOUT A LARGE DITCH NEAR HER RESIDENCE THAT IS NOT BEING MAINTAINED BY THE LOCAL PUBLIC WORKS AGENCY. SHE SAID THAT THERE WAS A GREEN SCUM ON TOP OF THE WATERTHAT WAS IN THE DITCH AND THAT THE LONG STANDING WATER AND THE MOSQUITO ATTRACTED BY THE STANDING WATER. MIGHT CAUSE A HEALTH HAZZARD. MRS. YOUNG SAID THAT HER APPEALS TO THE LOCAL AUTHORITIES HAVE NOT WORKED. ON 04/06/05 AT 10:00AM I INVESTGATED THE SITE IN QUESTION. I NOTED THE FOUL ODOR AND THE SCUM ON THE WATER IN THE DITCH. I CALLED AND VISITED THE OFFICE OF JOHN GOSSARAND, DIRECTOR OF PUBLIC UTILITY (638-3373) TO HELP RESOLVE THE ISSUES. MR. GOSSARAND SAID THAT HE WOULD HAVE SOMEONE OUT TO THE YOUNG RESIDENCE TO RESOLVE THE PROBLEM THE SAME DAY OF MY INVESTIGATION. ON 4/22/05 MRS. PATSY SMITH CALLED TO SAY THAT THE PARISH HAS INDEED STARTED WORK ON REMOVING THAT SHE BELIEVED TO BE A HEALTH HAZZARD IN HER COMMUNITY AND THAT SHE WAS PLEASED. MR. JOHN GOSSARAND CALLED TO SAY THAT WORK HAD STARTED ON THE CLEANUP OF THE DITCH AROUND MRS. PATSY SMITH HOUSE. ALL PARTIES APPEARED TO BE WELL PLEASED. REPORTER: PATSY YOUNG

ORGANIZATION: NOT REPORTED

ADDRESS: NEW ROADS, LA 70760



Emergency Response Notification System (ERNSLA)

INCIDENT INFORMATION

GSID#: 504062 NRC ID#: 504062 INCIDENT LOCATION: NOT REPORTED INCIDENT ADDRESS: MILE MARKER: 264 LOWER MISSISSIPPI RIVER WEST DESCENDING BANK NEWROADS, LA 70760 INCIDENT COUNTY: POINTE COUPEE

INCIDENT DETAILS

INCIDENT DATE: 10/29/1999 8:00:00 AM INCIDENT CAUSE: UNKNOWN INCIDENT TYPE: UNKNOWN SHEEN INCIDENT OCCURED/DISCOVERED: DISCOVERED INCIDENT DESCRIPTION: UNKNOWN / UNKNOWN SHEEN SIGHTING, SHEEN SIZE: SPOTTY / COLOR: LIGHTAND THIN

RESPONSIBLE PARTY

RESPONSIBLE COMPANY: NOT REPORTED ADDRESS: ADDRESS NOT REPORTED CITY NOT REPORTED RESPONSIBLE COMPANY ORGANIZATION TYPE: UNKNOWN

MATERIALS INVOLVED

CHRIS CODE: OUN MATERIAL REACHED WATER: YES WATER AMOUNT: UNKNOWN AMOUNT / NOT REPORTED MATERIAL RELEASED/AMOUNT: UNKNOWN OIL / UNKNOWN AMOUNT

OTHER MATERIALS INVOLVED

- NO OTHER MATERIALS INVOLVED -

REMEDIAL ACTION REMEDIAL ACTION: NONE / CALLER LOOKED .5 MILES IN EACH DIRECTION FOR SOURCE



Approved Hurricane Debris Dump Sites (ADS)

SITE INFORMATION

ID#: 160818 NAME: POINTE COUPEE PARISH POLICE JURY-WOODMAN LN. ADDRESS: WOODMAN LN. NOT REPORTED, LA NOT REPORTED PARISH: POINTE COUPEE SITE DETAILS CATEGORY: NEW TEMPORARY SITE PERMIT NUMBER: NOT REPORTED REQUESTED ACTIVITY: CHIP/GRIND, BURN SITE OPERATOR: POINTE COUPEE PARISH POLICE JURY SITE OWNER: JOHN EWING SITE OWNER ADDRESS: P. O. BOX 429, NEW ROADS, LA 70760 SITE OWNER PHONE: 225-718-1213 CONTACT NAME: NOT REPORTED CONTACT PHONE: NOT REPORTED

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AIRSAFS

Aerometric Information Retrieval System / Air Facility Subsystem

VERSION DATE: 04/28/14

The United States Environmental Protection Agency (EPA) modified the Aerometric Information Retrieval System (AIRS) to a database that exclusively tracks the compliance of stationary sources of air pollution with EPA regulations: the Air Facility Subsystem (AFS). Since this change in 2001, the management of the AIRS/AFS database was assigned to EPA's Office of Enforcement and Compliance Assurance.

BRS Biennial Reporting System

VERSION DATE: 12/31/11

The United States Environmental Protection Agency (EPA), in cooperation with the States, biennially collects information regarding the generation, management, and final disposition of hazardous wastes regulated under the Resource Conservation and Recovery Act of 1976 (RCRA), as amended. The Biennial Report captures detailed data on the generation of hazardous waste from large quantity generators and data on waste management practices from treatment, storage and disposal facilities. Currently, the EPA states that data collected between 1991 and 1997 was originally a part of the defunct Biennial Reporting System and is now incorporated into the RCRAInfo data system.

CDL

Clandestine Drug Laboratory Locations

VERSION DATE: 09/06/13

The U.S. Department of Justice ("the Department") provides this information as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments. The Department does not establish, implement, enforce, or certify compliance with clean-up or remediation standards for contaminated sites; the public should contact a state or local health department or environmental protection agency for that information.

DOCKETS

EPA Docket Data

VERSION DATE: 12/22/05

The United States Environmental Protection Agency Docket data lists Civil Case Defendants, filing dates as far back as 1971, laws broken including section, violations that occurred, pollutants involved, penalties assessed and superfund awards by facility and location. Please refer to ICIS database as source of current data.

EC Federal Engineering Institutional Control Sites

VERSION DATE: 01/14/14

This database includes site locations where Engineering and/or Institutional Controls have been identified as part



of a selected remedy for the site as defined by United States Environmental Protection Agency official remedy decision documents. A site listing does not indicate that the institutional and engineering controls are currently in place nor will be in place once the remedy is complete; it only indicates that the decision to include either of them in the remedy is documented as of the completed date of the document. Institutional controls are actions, such as legal controls, that help minimize the potential for human exposure to contamination by ensuring appropriate land or resource use. Engineering controls include caps, barriers, or other device engineering to prevent access, exposure, or continued migration of contamination.

ERNSLA

Emergency Response Notification System

VERSION DATE: 07/27/14

This National Response Center database contains data on reported releases of oil, chemical, radiological, biological, and/or etiological discharges into the environment anywhere in the United States and its territories. The data comes from spill reports made to the U.S. Environmental Protection Agency, U.S. Coast Guard, the National Response Center and/or the U.S. Department of Transportation.

FRSLA

Facility Registry System

VERSION DATE: 08/04/13

The United States Environmental Protection Agency's Office of Environmental Information (OEI) developed the Facility Registry System (FRS) as the centrally managed database that identifies facilities, sites or places subject to environmental regulations or of environmental interest. The Facility Registry System replaced the Facility Index System or FINDS database.

HMIRSR06

Hazardous Materials Incident Reporting System

VERSION DATE: 01/10/14

The HMIRS database contains unintentional hazardous materials release information reported to the U.S. Department of Transportation located in EPA Region 6. This region includes the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas.

ICIS

Integrated Compliance Information System (formerly DOCKETS)

VERSION DATE: 08/01/12

ICIS is a case activity tracking and management system for civil, judicial, and administrative federal Environmental Protection Agency enforcement cases. ICIS contains information on federal administrative and federal judicial cases under the following environmental statutes: the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Emergency Planning and Community Right-to-Know Act - Section 313, the Toxic Substances Control Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Comprehensive Environmental Response, Compensation, and Liability Act, the Safe Drinking Water Act, and the Marine Protection, Research, and Sanctuaries Act.

ICISNPDES

Integrated Compliance Information System National Pollutant Discharge Elimination System

VERSION DATE: 08/01/12

In 2006, the Integrated Compliance Information System (ICIS) - National Pollutant Discharge Elimination System (NPDES) became the NPDES national system of record for select states, tribes and territories. ICIS-NPDES is an information management system maintained by the United States Environmental Protection Agency's Office of Compliance to track permit compliance and enforcement status of facilities regulated by the NPDES under the Clean Water Act. ICIS-NPDES is designed to support the NPDES program at the state, regional, and national levels.

LUCIS

Land Use Control Information System

VERSION DATE: 09/01/06

The LUCIS database is maintained by the U.S. Navy and contains information for former Base Realignment and Closure (BRAC) properties across the United States.

MLTS

Material Licensing Tracking System

VERSION DATE: 01/30/13

MLTS is a list of approximately 8,100 sites which have or use radioactive materials subject to the United States Nuclear Regulatory Commission (NRC) licensing requirements.

NPDESR06

National Pollutant Discharge Elimination System

VERSION DATE: 04/01/07

Information in this database is extracted from the Water Permit Compliance System (PCS) database which is used by United States Environmental Protection Agency to track surface water permits issued under the Clean Water Act. This database includes permitted facilities located in EPA Region 6. This region includes the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. The NPDES database was collected from December 2002 until April 2007. Refer to the PCS and/or ICIS-NPDES database as source of current data.

PADS

PCB Activity Database System

VERSION DATE: 06/01/13

The PCB Activity Database System (PADS) is used by the United States Environmental Protection Agency to monitor the activities of polychlorinated biphenyls (PCB) handlers.

PCSR06

Permit Compliance System

VERSION DATE: 08/01/12

GeoSearch www.geo-search.com 888-396-0042

The Permit Compliance System is used in tracking enforcement status and permit compliance of facilities controlled by the National Pollutant Discharge Elimination System (NPDES) under the Clean Water Act and is maintained by the United States Environmental Protection Agency's Office of Compliance. PCS is designed to support the NPDES program at the state, regional, and national levels. This database includes permitted facilities located in EPA Region 6. This region includes the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas.

RCRASC

RCRA Sites with Controls

VERSION DATE: 01/14/14

This list of Resource Conservation and Recovery Act sites with institutional controls in place is provided by the U.S. Environmental Protection Agency.

SFLIENS	CERCLIS Liens
VERSION DATE: 06/08/12	2

A Federal CERCLA ("Superfund") lien can exist by operation of law at any site or property at which United States Environmental Protection Agency has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties. This database contains those CERCLIS sites where the Lien on Property action is complete.

SSTS

Section Seven Tracking System

VERSION DATE: 12/31/09

The United States Environmental Protection Agency tracks information on pesticide establishments through the Section Seven Tracking System (SSTS). SSTS records the registration of new establishments and records pesticide production at each establishment. The Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) requires that production of pesticides or devices be conducted in a registered pesticide-producing or device-producing establishment. ("Production" includes formulation, packaging, repackaging, and relabeling.)

TRI Toxics Release Inventory

VERSION DATE: 12/31/12

The Toxics Release Inventory, provided by the United States Environmental Protection Agency, includes data on toxic chemical releases and waste management activities from certain industries as well as federal facilities. This inventory contains information about the types and amounts of toxic chemicals that are released each year to the air, water, and land as well as information on the quantities of toxic chemicals sent to other facilities for further waste management.

TSCA

Toxic Substance Control Act Inventory

VERSION DATE: 12/31/06



The Toxic Substances Control Act (TSCA) was enacted in 1976 to ensure that chemicals manufactured, imported, processed, or distributed in commerce, or used or disposed of in the United States do not pose any unreasonable risks to human health or the environment. TSCA section 8(b) provides the United States Environmental Protection Agency authority to "compile, keep current, and publish a list of each chemical substance that is manufactured or processed in the United States." This TSCA Chemical Substance Inventory contains non-confidential information on the production amount of toxic chemicals from each manufacturer and importer site.

NLRRCRAG	

No Longer Regulated RCRA Generator Facilities

VERSION DATE: 04/10/14

This database includes RCRA Generator facilities that are no longer regulated by the United States Environmental Protection Agency or do not meet other RCRA reporting requirements. This listing includes facilities that formerly generated hazardous waste.

Large Quantity Generators: Generate 1,000 kg or more of hazardous waste during any calendar month; or Generate more than 1 kg of acutely hazardous waste during any calendar month; or Generate more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste during any calendar month; or Generate 1 kg or less of acutely hazardous waste during any calendar month; or Generate 1 kg or less of acutely hazardous waste during any calendar month; or Generate 1 kg or less of acutely hazardous waste during any calendar month, and accumulate more than 1 kg of acutely hazardous waste at any time; or Generate 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulate more than 1 kg of acutely any calendar month, and accumulated more than 100 kg of that material at any time.

Small Quantity Generators: Generate more than 100 and less than 1000 kilograms of hazardous waste during any calendar month and accumulate less than 6000 kg of hazardous waste at any time; or Generate 100 kg or less of hazardous waste during any calendar month, and accumulate more than 1000 kg of hazardous waste at any time.

Conditionally Exempt Small Quantity Generators: Generate 100 kilograms or less of hazardous waste per calendar month, and accumulate 1000 kg or less of hazardous waste at any time; or Generate one kilogram or less of acutely hazardous waste per calendar month, and accumulate at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste; or Generate 100 kg or less of any residue or contaminated soil, into or on any land or water, or acutely hazardous waste; or any land or water, or acutely hazardous waste; or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, and accumulate at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste.

RCRAGR06

Resource Conservation & Recovery Act - Generator Facilities

VERSION DATE: 04/10/14

This database includes sites listed as generators of hazardous waste (large, small, and exempt) in the RCRAInfo system. The United States Environmental Protection Agency defines RCRAInfo as the comprehensive information system which provides access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRAInfo replaces the

data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS). This database includes sites located in EPA Region 6. This region includes the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas.

Large Quantity Generators: Generate 1,000 kg or more of hazardous waste during any calendar month; or Generate more than 1 kg of acutely hazardous waste during any calendar month; or Generate more than 100 kg of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste during any calendar month; or Generate 1 kg or less of acutely hazardous waste during any calendar month; or Generate 1 kg or less of acutely hazardous waste during any calendar month; or Generate 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste during any calendar month, and accumulate more than 1kg of acutely hazardous waste at any time; or Generate 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulated more than 100 kg of that material at any time.

Small Quantity Generators: Generate more than 100 and less than 1000 kilograms of hazardous waste during any calendar month and accumulate less than 6000 kg of hazardous waste at any time; or Generate 100 kg or less of hazardous waste during any calendar month, and accumulate more than 1000 kg of hazardous waste at any time.

Conditionally Exempt Small Quantity Generators: Generate 100 kilograms or less of hazardous waste per calendar month, and accumulate 1000 kg or less of hazardous waste at any time; or Generate one kilogram or less of acutely hazardous waste per calendar month, and accumulate at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste; or Generate 100 kg or less of any residue or contaminated soil, into or on any land or water, or acutely hazardous waste; or Generate 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste; or acutely hazardous waste during any calendar month, and accumulate at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste; or the debris resulting from the cleanup of a spill, into or on any land or water, or acutely hazardous waste.

HISTPST

BF

Historical Gas Stations

VERSION DATE: 07/01/30

This historic directory of service stations is provided by the Cities Service Company. The directory includes Cities Service filling stations that were located throughout the United States in 1930.

Brownfields Management System

VERSION DATE: 04/15/14

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. The United States Environmental Protection Agency maintains this database to track activities in the various brown field grant programs including grantee assessment, site cleanup and site redevelopment.

CERCLIS

Comprehensive Environmental Response, Compensation & Liability Information System

VERSION DATE: 10/25/13



CERCLIS is the repository for site and non-site specific Superfund information in support of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). This United States Environmental Protection Agency database contains an extract of sites that have been investigated or are in the process of being investigated for potential environmental risk.

DNPL

Delisted National Priorities List

VERSION DATE: 10/25/13

This database includes sites from the United States Environmental Protection Agency's Final National Priorties List (NPL) where remedies have proven to be satisfactory or sites where the original analyses were inaccurate, and the site is no longer appropriate for inclusion on the NPL, and final publication in the Federal Register has occurred.

 NFRAP
 No Further Remedial Action Planned Sites

 VERSION DATE: 10/25/13

This database includes sites which have been determined by the United States Environmental Protection Agency, following preliminary assessment, to no longer pose a significant risk or require further activity under CERCLA. After initial investigation, no contamination was found, contamination was quickly removed or contamination was not serious enough to require Federal Superfund action or NPL consideration.

NLRRCRAT

No Longer Regulated RCRA Non-CORRACTS TSD Facilities

VERSION DATE: 04/10/14

This database includes RCRA Non-Corrective Action TSD facilities that are no longer regulated by the United States Environmental Protection Agency or do not meet other RCRA reporting requirements. This listing includes facilities that formerly treated, stored or disposed of hazardous waste.

ODI Open Dump Inventory

VERSION DATE: 06/01/85

The open dump inventory was published by the United States Environmental Protection Agency. An "open dump" is defined as a facility or site where solid waste is disposed of which is not a sanitary landfill which meets the criteria promulgated under section 4004 of the Solid Waste Disposal Act (42 U.S.C. 6944) and which is not a facility for disposal of hazardous waste. This inventory has not been updated since June 1985.

RCRAT

Resource Conservation & Recovery Act - Treatment, Storage & Disposal Facilities

VERSION DATE: 04/10/14

This database includes Non-Corrective Action sites listed as treatment, storage and/or disposal facilities of hazardous waste in the RCRAInfo system. The United States Environmental Protection Agency defines RCRAInfo as the comprehensive information system which provides access to data supporting the Resource



Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRAInfo replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS).

VERSION DATE: 12/01/05

This information originates from the National Atlas of the United States Federal Lands data, which includes lands owned or administered by the Federal government. Army DOD, Army Corps of Engineers DOD, Air Force DOD, Navy DOD and Marine DOD areas of 640 acres or more are included.

FUDS

Formerly Used Defense Sites

VERSION DATE: 06/01/14

The 2012 Formerly Used Defense Sites (FUDS) inventory includes properties previously owned by or leased to the United States and under Secretary of Defense Jurisdiction, as well as Munitions Response Areas (MRAs). The remediation of these properties is the responsibility of the Department of Defense. This data is provided by the U.S. Army Corps of Engineers (USACE), the boundaries/polygon data are based on preliminary findings and not all properties currently have polygon data available. DISCLAIMER: This data represents the results of data collection/processing for a specific USACE activity and is in no way to be considered comprehensive or to be used in any legal or official capacity as presented on this site. While the USACE has made a reasonable effort to insure the accuracy of the maps and associated data, it should be explicitly noted that USACE makes no warranty, representation or guaranty, either expressed or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. For additional information on Formerly Used Defense Sites please contact the USACE Public Affairs Office at (202) 528-4285.

NLRRCRAC

No Longer Regulated RCRA Corrective Action Facilities

VERSION DATE: 04/10/14

This database includes RCRA Corrective Action facilities that are no longer regulated by the United States Environmental Protection Agency or do not meet other RCRA reporting requirements.

NPL

National Priorities List

VERSION DATE: 10/25/13

This database includes United States Environmental Protection Agency (EPA) National Priorities List sites that fall under the EPA's Superfund program, established to fund the cleanup of the most serious uncontrolled or abandoned hazardous waste sites identified for possible long-term remedial action.

PNPL

Proposed National Priorities List

VERSION DATE: 10/25/13

GeoSearch www.geo-search.com 888-396-0042

This database contains sites proposed to be included on the National Priorities List (NPL) in the Federal Register. The United States Environmental Protection Agency investigates these sites to determine if they may present long-term threats to public health or the environment.

RCRAC Resource Conservation & Recovery Act - Corrective Action Facilities

VERSION DATE: 04/10/14

This database includes hazardous waste sites listed with corrective action activity in the RCRAInfo system. The Corrective Action Program requires owners or operators of RCRA facilities (or treatment, storage, and disposal facilities) to investigate and cleanup contamination in order to protect human health and the environment. The United States Environmental Protection Agency defines RCRAInfo as the comprehensive information system which provides access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. RCRAInfo replaces the data recording and reporting abilities of the Resource Conservation and Recovery Information System (RCRIS) and the Biennial Reporting System (BRS).

RODS

Record of Decision System

VERSION DATE: 07/01/13

These decision documents maintained by the United States Environmental Protection Agency describe the chosen remedy for NPL (Superfund) site remediation. They also include site history, site description, site characteristics, community participation, enforcement activities, past and present activities, contaminated media, the contaminants present, and scope and role of response action.



Environmental Records Definitions - STATE (LA)

ASBESTOS

Asbestos Demolition and Renovation Notification Projects

VERSION DATE: 12/31/13

This listing of Asbestos Demolition and Renovation Projects is provided by the Louisiana Department of Environmental Quality (DEQ). In accordance with the DEQ Air Quality Regulations, LAC 33:III.5151.F.1.f, any contractor performing removal of asbestos containing material that involves Regulated Asbestos Containing Material (see definition in LAC 33:III.5151.B) must become licensed by the Louisiana State Licensing Board for Contractors.

IC Sites With Controls

This site listing is maintained by the Louisiana Department of Environmental Quality's Remediation Division. Institutional controls (IC) are administrative and/or legal measures in place to safeguard the public and the environment from potential contamination. In certain circumstances, local zoning or ordinances can serve as an IC. This listing may also include locations where Engineering Controls are in effect, such as a cap, barrier, or other engineering device to prevent access, exposure, or continued migration of contamination.

LIENS Listing of Louisiana DEQ Liens

VERSION DATE: 08/04/13

A listing of liens filed against properties by the Remediation Services Division of the Louisiana Department of Environmental Quality.

SPILLS Spills listing

VERSION DATE: 02/25/14

The Louisiana Department of Environmental Quality provides this database. Information includes releases of hazardous or potential hazardous chemical/materials into the environment.

WASTETIRE

Waste Tire Generator List

VERSION DATE: 04/03/14

This listing of active registered waste tire generators is maintained by the Louisiana Department of Environmental Quality.

 DCR
 Drycleaning Facilities

 VERSION DATE: 04/14/14

This listing of drycleaning facilities was provided by the Louisiana Department of Environmental Quality.



Environmental Records Definitions - STATE (LA)

NLRUST

No Longer Reported Underground Storage Tanks

VERSION DATE: 02/01/04

This Underground Storage Tank listing originates from the no longer active PEL filing sytem of the Louisiana Department of Environmental Quality.

UST

Underground Storage Tanks

VERSION DATE: 04/02/14

The Underground Storage Tank database includes a listing of registered underground storage tanks maintained by the Louisiana Department of Environmental Quality.

ADS Approved Hurricane Debris Dump Sites

VERSION DATE: 04/02/14

This Louisiana Department of Environmental Quality listing of hurricane debris sites contains the temporary and the permitted landfills in the state that can currently accept hurricane debris (C&D, chipping, grinding, burning, staging, woodwaste). These landfills include Type I (Non-hazardous Industrial), Type II (Municipal) and Type III (Construction and Demolition Debris and Wood Waste).

HLUST Historical Leaking Underground Storage Tanks

VERSION DATE: 03/26/99

The Historical Leaking Underground Storage Tank database provides descriptive leaking facility reports from the Louisiana Department of Environmental Quality's Underground Storage Tanks Case History System. This database has not been updated since 1999. Please refer to LUST database as source of current data.

LUST	Leaking Underground Storage Tanks	
_031	Leaking Underground Storage Tanks	

VERSION DATE: 04/03/14

This database contains facilities with reported leaking underground storage tanks and is maintained by the by the Louisiana Department of Environmental Quality.

RCY

Recycling Facilities

VERSION DATE: 04/07/14

This listing of recycling facilities is maintained by the Louisiana Department of Environmental Quality.

SWLF Solid Wast

Solid Waste Landfills

VERSION DATE: 04/02/14

GeoSearch www.geo-search.com 888-396-0042

Environmental Records Definitions - STATE (LA)

This Louisiana Department of Environmental Quality solid waste facility listing includes type I, II, and III landfills. A type I facility is used for the disposal of industrial solid waste. A type II facility is used for the disposal of residential or commercial solid waste. A type III facility is defined in LAC 33:VII.115 as a facility used for disposing or processing of construction/demolition debris or wood waste, composting organic waste to produce a usable material, or separating recyclable wastes. Residential, commercial, or industrial solid waste must not be disposed in a type III facility.

 VRP
 Voluntary Remediation Program Sites

 VERSION DATE: 01/31/14

The Louisiana Department of Environmental Quality's Voluntary Remediation Program (VRP) provides a mechanism by which property owners (or potential owners) or others can clean up contaminated properties and receive a release of liability for further cleanup of historical contamination at a site. This release of liability flows to future owners of the property as well.

WP	Waste Pits
VER	SION DATE: 01/01/99

This listing is from a 1999 Louisiana Oil Spill Coordinator's Office (LOSCO) study, which identified statewide abandoned non-hazardous waste pits and facilities that have the potential to initiate an oil spill.

СРІ	Confirmed and Potential Sites Inventory
VERSION DATE: 03/3	1/14

The Inactive and Abandoned Sites Division of the Louisiana Department of Environmental Quality maintains the confirmed and potential sites inventory. This listing contains state-equivalent CERCLIS hazardous wastes sites.



USTR06

Underground Storage Tanks On Tribal Lands

VERSION DATE: 10/30/13

This database, provided by the United States Environmental Protection Agency (EPA), contains underground storage tanks on Tribal lands located in EPA Region 6. This region includes the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas.

LUSTR06

Leaking Underground Storage Tanks On Tribal Lands

VERSION DATE: 10/30/13

This database, provided by the United States Environmental Protection Agency (EPA), contains leaking underground storage tanks on Tribal lands located in EPA Region 6. This region includes the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas.

ODINDIAN

Open Dump Inventory on Tribal Lands

VERSION DATE: 11/08/06

This Indian Health Service database contains information about facilities and sites on tribal lands where solid waste is disposed of, which are not sanitary landfills or hazardous waste disposal facilities, and which meet the criteria promulgated under section 4004 of the Solid Waste Disposal Act (42 U.S.C. 6944).

INDIANRES

Indian Reservations

VERSION DATE: 01/01/00

The Department of Interior and Bureau of Indian Affairs maintains this database that includes American Indian Reservations, off-reservation trust lands, public domain allotments, Alaska Native Regional Corporations and Recognized State Reservations.



Appendix D

HISTORICAL TENANT SEARCH



City Directory Standard Report

Target Property:

Ferry Rd, New Roads, LA 70760

Prepared For:

GEC Inc.

Order# : 41203 0013.2122014.011

Date : 9/26/2014

888-396-0042 www.geo-search.com

City Directory Standard Report

Ferry Rd, New Roads, LA 70760

InfoUSA			
South Central	2014	Ferry Rd	
		8939	Lege Jeremy
		9315	Webb Nicole
		9348	Olinde John
		9548	Isaac Alvin
		9568	Harris Lorenza
		9640	Benton Wyatt
		9666	King Emily
		3000	x [End of Listings]
Cole Directory			
Baton Rouge Suburban	2008	Ferry Rd	
		8939	Chelsea Lacour
		9233	Zion Traveler Baptist Ch
		9233 9315	Derrick Boudreaux
		9348	John H Olinde
		9382	Gladys M Olinde
		9548	Alvin Isaac
		9568	Lorenza S Harris
		9580	Apartments
		9586	No Current Listing
		9594	Herman J Butler Jr
		9610	No Current Listing
		9640	Yvonne E McGinty
		9666	Emily M King
			John T S Furniture Restoration
			x [End of Listings]
Osla Dissatant			
Cole Directory	2002		
Baton Rouge Suburban	2002	Ferry Rd	No Current Listing
		8931	No Current Listing
		9275	Brian Heard
		9278	No Current Listing
		9315	Arvin F Jones
		9382	Gladys M Olinde
		9438	John H Olinde
		9548	Arthur Isaac
		9568	Harry Harris
		9580	Robin Variest
		9586	Marvin Lee
		9640	Yvonne E McGinty
		9666	Emily Y King
			x [End of Listings]

City Directory Standard Report			
		Ferry Rd, New	w Roads, LA 70760
Cole Directory			
Baton Rouge	1995	Ferry Rd	
		8931	No Current Listing
		9233	Zion Trvlr Bapt
		9275	No Current Listing
		9278	Dave Gray
		9315	Tammy Jones
		9348	Travis Leonard
		9382	I G Olinde
		9640	James W McGinty
		9666	John T Furn Restor
			John T King
			x [End of Listings]
Cole Directory			
Baton Rouge	1990	Ferry Rd	
			Street Not Listed

Comments:



Target Property:

Ferry Rd, New Roads, LA 70760

Prepared For:

GEC Inc.

Order# : 41203

0013.2122014.011

Date : 9/26/2014

888-396-0042 www.geo-search.com

Ferry Rd, New Roads, LA 70760

	1990	Street Not Listed	Cole Directory	Baton Rouge
8931 Ferry Rd				
	2002	No Current Listing	Cole Directory	Baton Rouge Suburban
	1995	No Current Listing	Cole Directory	Baton Rouge
	8939 Ferry Rd			
	2014	Lege Jeremy	InfoUSA	South Central
	2008	Chelsea Lacour	Cole Directory	Baton Rouge Suburban
	<u>9233 Ferry Rd</u>			
	2008	Zion Traveler Baptist Ch	Cole Directory	Baton Rouge
	1995	Zion TrvIr Bapt	Cole Directory	Suburban Baton Rouge
	<u>9275 Ferry Rd</u>			
	2002	Brian Heard	Cole Directory	Baton Rouge
	1995	No Current Listing	Cole Directory	Suburban Baton Rouge
			,	
	9278 Ferry Rd	No Compart Listing		Deter Deure
	2002	No Current Listing	Cole Directory	Baton Rouge Suburban
	1995	Dave Gray	Cole Directory	Baton Rouge
	<u>9315 Ferry Rd</u>			
	2014 2008	Webb Nicole Derrick Boudreaux	InfoUSA Cole Directory	South Central Baton Rouge
	2002	Arvin F Jones	Cole Directory	Suburban Baton Rouge
	1995	Tammy Jones	Cole Directory	Suburban Baton Rouge
		Taniny Jones	Cole Directory	Daton Rouge
	<u>9348 Ferry Rd</u>			
	2014 2008	Olinde John John H Olinde	InfoUSA Cole Directory	South Central Baton Rouge
	1995	Travis Leonard	Cole Directory	Suburban Baton Rouge
	<u>9382 Ferry Rd</u>			
	2008	Gladys M Olinde	Cole Directory	Baton Rouge
	2002	Gladys M Olinde	Cole Directory	Suburban Baton Rouge
	1995	I G Olinde	Cole Directory	Suburban Baton Rouge
	9438 Ferry Rd	John H Olinda		Poten Douge
	2002	John H Olinde	Cole Directory	Baton Rouge Suburban

9/26/2014 12:51:41 PM

888-396-0042

www.geo-search.com

Ferry Rd, New Roads, LA 70760

9548 Ferry	Rd		
2014	Isaac Alvin	InfoUSA	South Central
2008	Alvin Isaac	Cole Directory	Baton Rouge
2002	Arthur Isaac	Cole Directory	Suburban Baton Rouge Suburban
<u>9568 Ferry</u>	Rd		
2014	Harris Lorenza	InfoUSA	South Central
2008	Lorenza S Harris	Cole Directory	Baton Rouge
2002	Harry Harris	Cole Directory	Suburban Baton Rouge Suburban
<u>9580 Ferry</u>	Rd		
2008	Apartments	Cole Directory	Baton Rouge Suburban
2002	Robin Variest	Cole Directory	Baton Rouge Suburban
9586 Ferry	Rd		
2008	No Current Listing	Cole Directory	Baton Rouge Suburban
2002	Marvin Lee	Cole Directory	Baton Rouge Suburban
9594 Ferry	Rd		
2008	Herman J Butler Jr	Cole Directory	Baton Rouge Suburban
<u>9610 Ferry</u>	Rd		
2008	No Current Listing	Cole Directory	Baton Rouge Suburban
<u>9640 Ferry</u>	<u>Rd</u>		
2014	Benton Wyatt	InfoUSA	South Central
2008	Yvonne E McGinty	Cole Directory	Baton Rouge
2002	Yvonne E McGinty	Cole Directory	Suburban Baton Rouge Suburban
1995	James W McGinty	Cole Directory	Baton Rouge

Ferry Rd, New Roads, LA 70760

<u>9666 Ferry Rd</u>

2014	King Emily x [End of Listings]	InfoUSA InfoUSA	South Central South Central
2008	John T S Furniture Restoration	Cole Directory	Baton Rouge Suburban
	Emily M King	Cole Directory	Baton Rouge Suburban
	x [End of Listings]	Cole Directory	Baton Rouge Suburban
2002	Emily Y King	Cole Directory	Baton Rouge Suburban
	x [End of Listings]	Cole Directory	Baton Rouge Suburban
1995	x [End of Listings]	Cole Directory	Baton Rouge
	John T King	Cole Directory	Baton Rouge
	John T Furn Restor	Cole Directory	Baton Rouge

Comments:

888-396-0042 www.geo-search.com



City Directory Standard Report

Target Property:

LA 10, New Roads, LA 70760

Prepared For:

GEC Inc.

Order# : 41203 0013.2122014.011

Date : 9/26/2014

888-396-0042 www.geo-search.com

InfoUSA South Central 2014 LA 10 No Addresses Listed

Comments:



Target Property:

LA 10, New Roads, LA 70760

Prepared For:

GEC Inc.

Order# : 41203

0013.2122014.011

Date : 9/26/2014

888-396-0042 www.geo-search.com

LA 10, New Roads, LA 70760

2014 No Addresses Listed

InfoUSA

South Central

Comments:

Appendix E

HISTORICAL TOPOGRAPHIC MAPS



Historical Topographic Maps

http://www.geo-search.net/QuickMap/index.htm?DataID=Standard0000090670 Click on link above to access the map and satellite view of current property

> Target Property: Angel Ranch (732=/-ac) Pointe Coupee Parish, Louisiana 70760

> > Prepared For:

GEC Inc

Order #: 41203 Job #: 90670 Project #: 0013.2122014.011 Date: 09/29/2014

phone: 888-396-0042 · fax: 512-472-9967 · www.geo-search.com

TARGET PROPERTY SUMMARY

Angel Ranch (732=/-ac) Pointe Coupee Parish, Louisiana 70760

USGS Quadrangle: **New Roads, LA** Target Property Geometry:**Area**

Target Property Longitude(s)/Latitude(s):

(-91.421067, 30.736551), (-91.421991, 30.723334), (-91.424376, 30.722832), (-91.424473, 30.720489), (-91.411043, 30.720573), (-91.407783, 30.747173), (-91.416639, 30.742824), (-91.421018, 30.741528), (-91.423597, 30.740440), (-91.423451, 30.736509), (-91.421067, 30.736551)

County/Parish Covered: Pointe Coupee (LA), West Feliciana (LA)

Zipcode(s) Covered: New Roads LA: 70760 Saint Francisville LA: 70775 Ventress LA: 70783

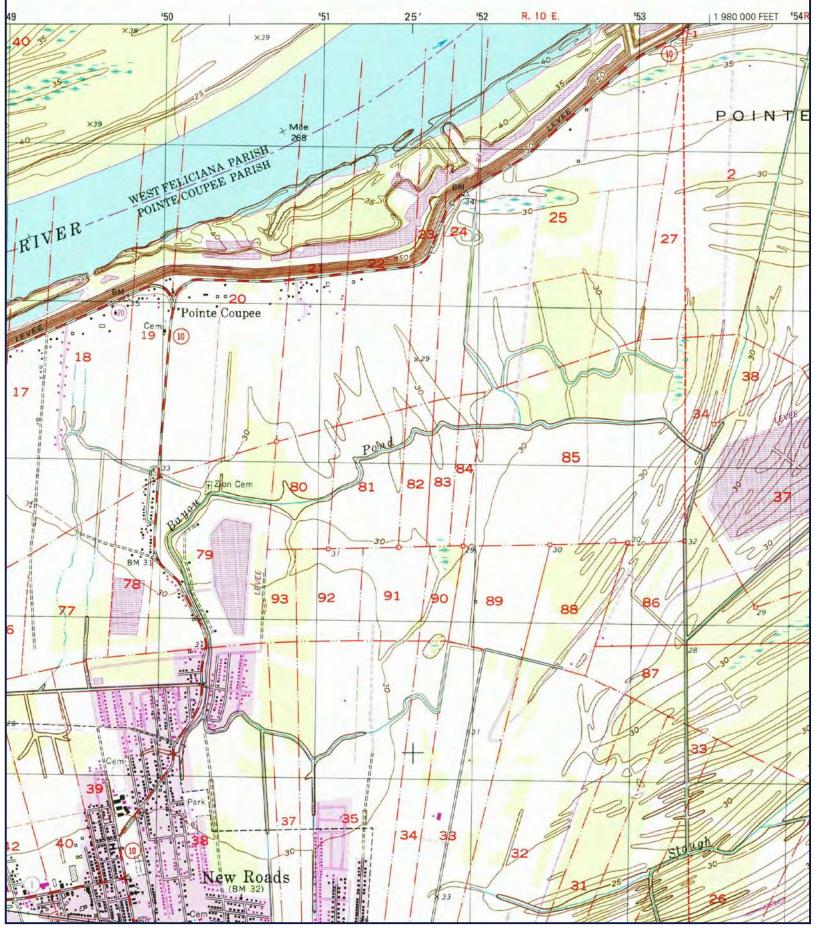
State(s) Covered:

LA

*Target property is located in Radon Zone 3. Zone 3 areas have a predicted average indoor radon screening level less than 2 pCi/L (picocuries per liter).

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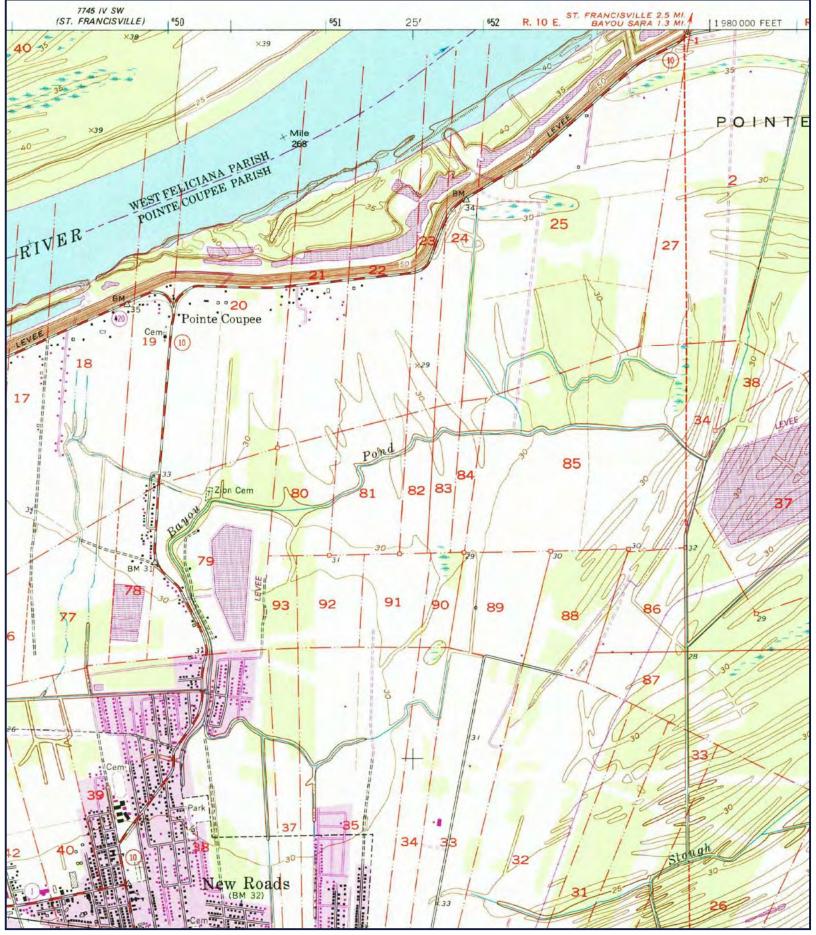






SITE: ANGEL RANCH (732=/-AC) QUAD: NEW ROADS, LA DATE: 1996 SCALE: 1:24,000

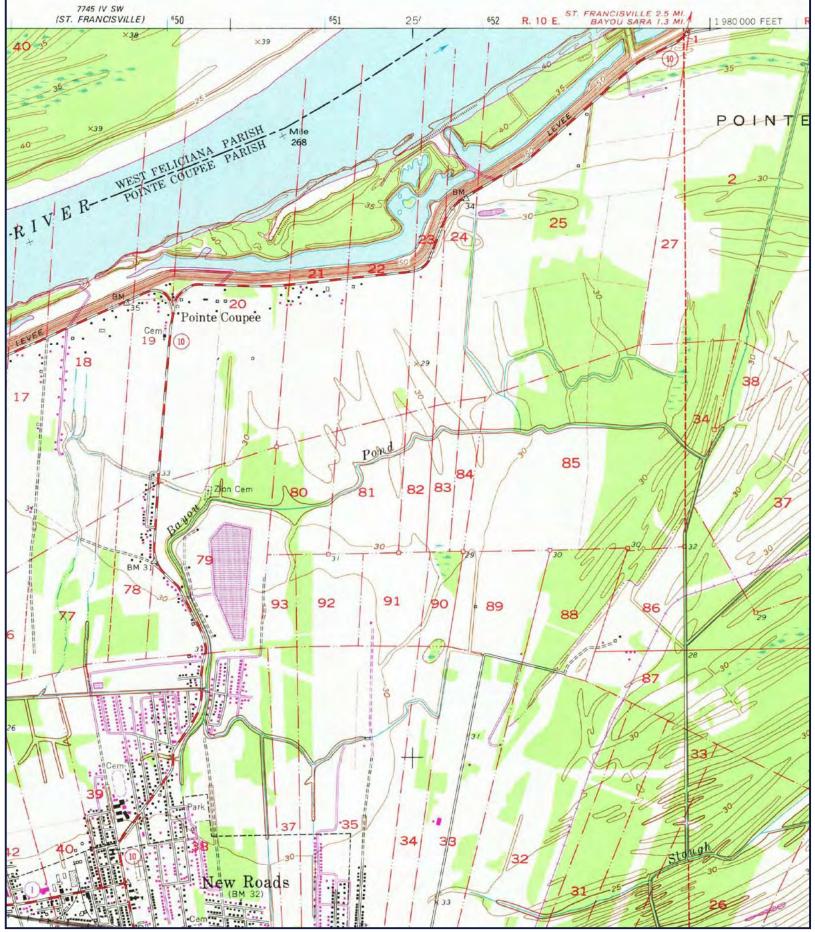






SITE: ANGEL RANCH (732=/-AC) QUAD: NEW ROADS, LA DATE: 1962 REVISED 1994 SCALE: 1:24,000

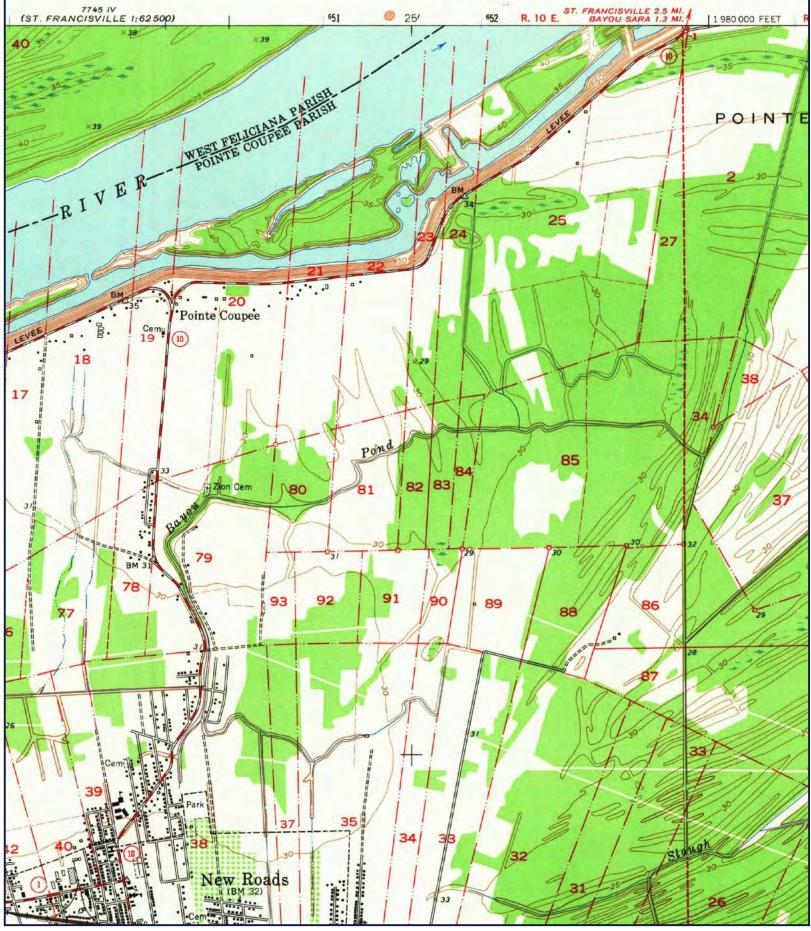






SITE: ANGEL RANCH (732=/-AC) QUAD: NEW ROADS, LA DATE: 1962 PHOTOREVISED 1980 SCALE: 1:24,000

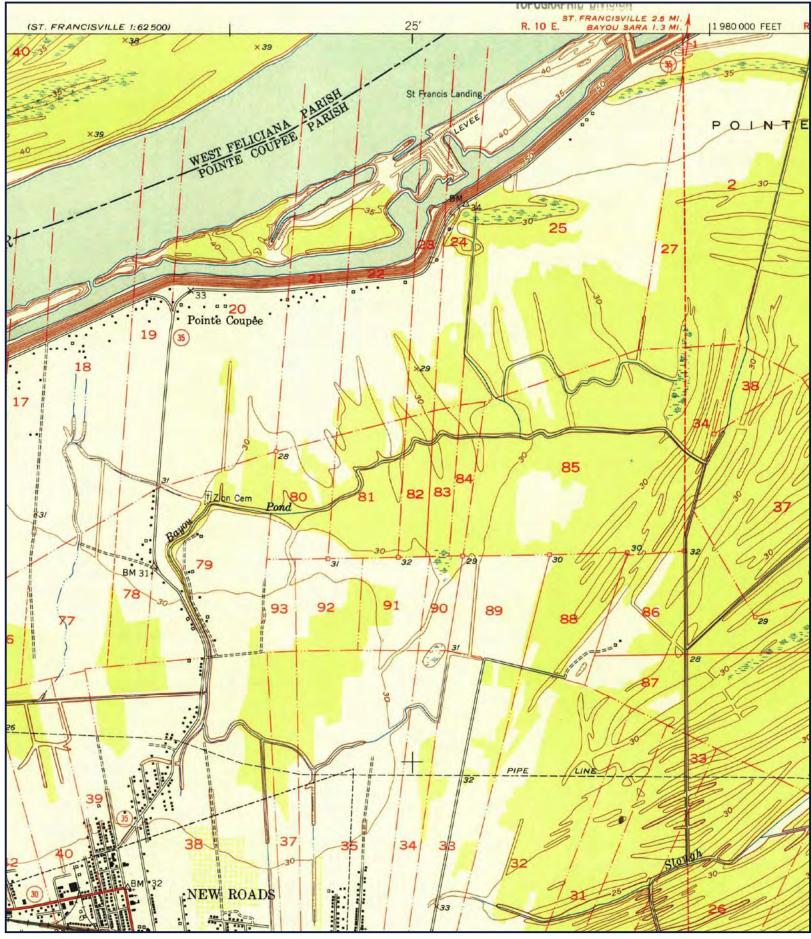






SITE: ANGEL RANCH (732=/-AC) QUAD: NEW ROADS, LA DATE: 1962 SCALE: 1:24,000







SITE: ANGEL RANCH (732=/-AC) QUAD: NEW ROADS, LA DATE: 1953 SCALE: 1:24,000



Appendix F

HISTORICAL AERIAL MAPS



Historical Aerials Package

http://www.geo-search.net/QuickMap/index.htm?DataID=Standard0000090675 Click on link above to access the map and satellite view of current property

> Target Property: Angel Ranch (732=/-ac) Pointe Coupee Parish, Louisiana 70760

> > Prepared For:

GEC Inc

Order #: 41203 Job #: 90675 Project #: 0013.2122014.011 Date: 09/26/2014

phone: 888-396-0042 · fax: 512-472-9967 · www.geo-search.com

TARGET PROPERTY SUMMARY

Angel Ranch (732=/-ac) Pointe Coupee Parish, Louisiana 70760

USGS Quadrangle: **New Roads, LA** Target Property Geometry:**Area**

Target Property Longitude(s)/Latitude(s):

(-91.421067, 30.736551), (-91.421991, 30.723334), (-91.424376, 30.722832), (-91.424473, 30.720489), (-91.411043, 30.720573), (-91.407783, 30.747173), (-91.416639, 30.742824), (-91.421018, 30.741528), (-91.423597, 30.740440), (-91.423451, 30.736509), (-91.421067, 30.736551)

County/Parish Covered: Pointe Coupee (LA), West Feliciana (LA)

Zipcode(s) Covered: New Roads LA: 70760 Saint Francisville LA: 70775 Ventress LA: 70783

State(s) Covered:

LA

*Target property is located in Radon Zone 3. Zone 3 areas have a predicted average indoor radon screening level less than 2 pCi/L (picocuries per liter).

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SITE:ANGEL RANCH (732=/-AC)SOURCE:USDADATE:2013COUNTY:POINTE COUPEE PARISH, LASCALE:1" = 700'

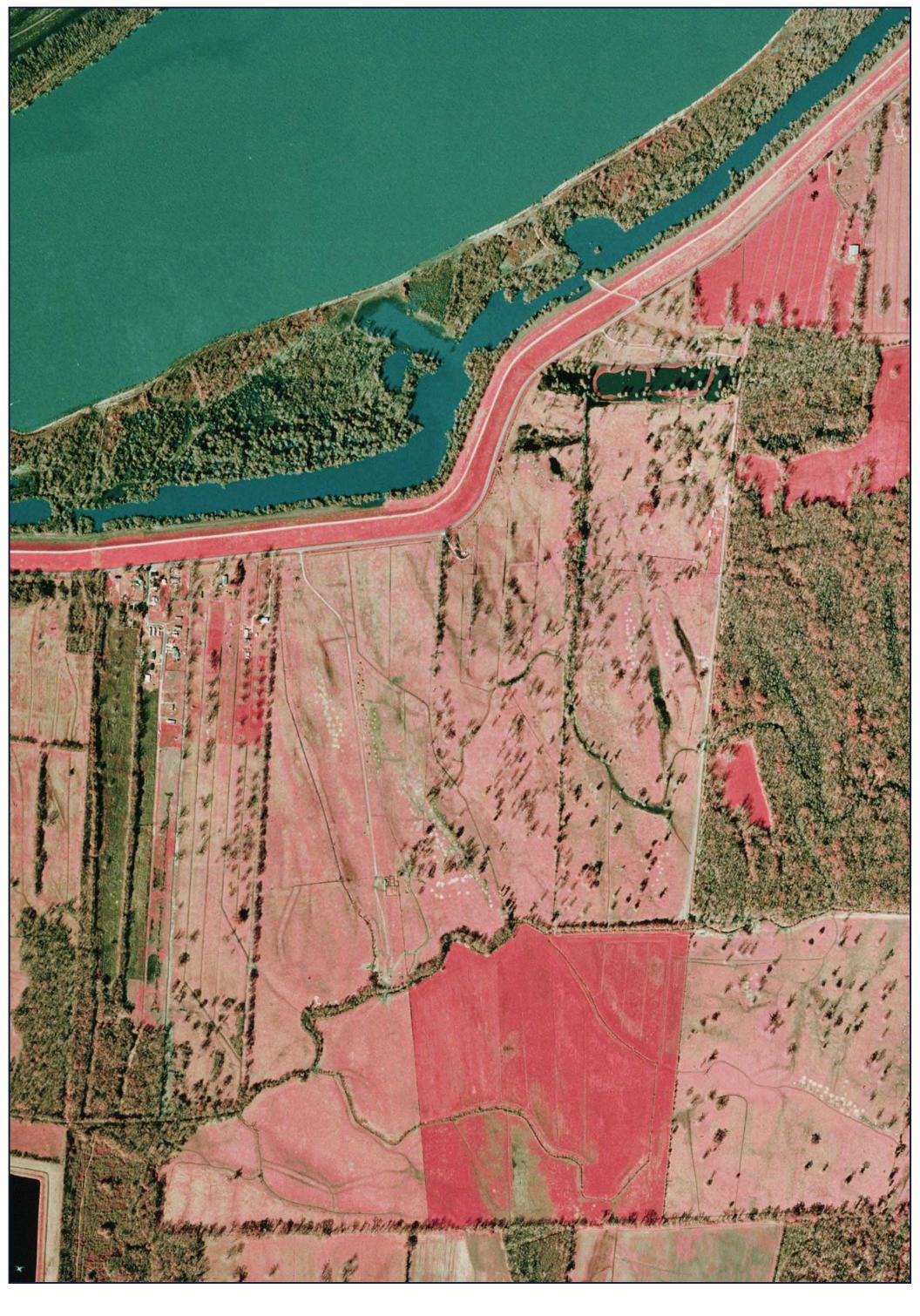






SITE:ANGEL RANCH (732=/-AC)SOURCE:USGSDATE:09-16-07COUNTY:POINTE COUPEE PARISH, LASCALE:1" = 700'







SITE:ANGEL RANCH (732=/-AC)SOURCE:LOSCODATE:02-04-1998COUNTY:POINTE COUPEE PARISH, LASCALE:1" = 700'

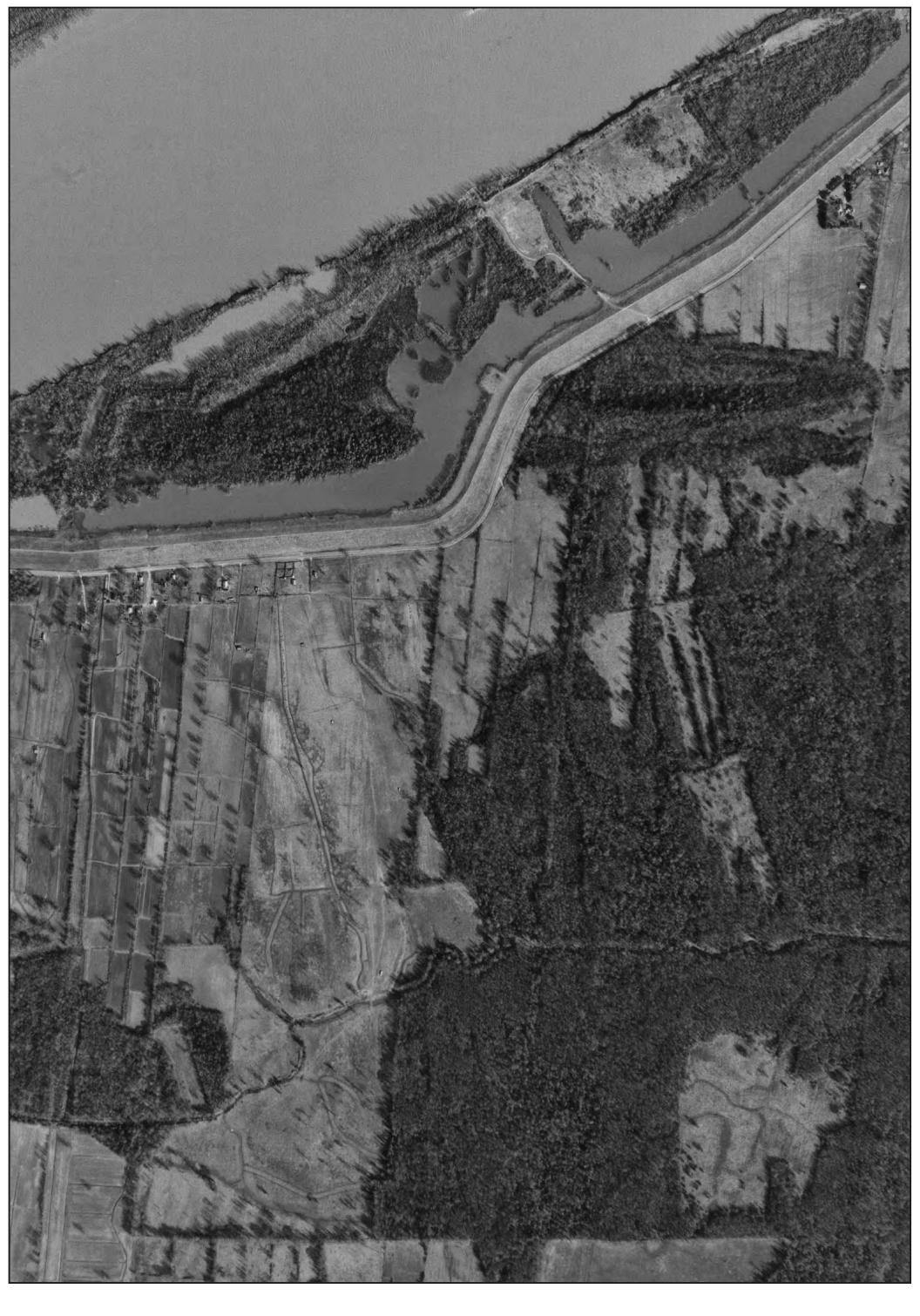






SITE: ANGEL RANCH (732=/-AC) SOURCE: NASA DATE: 10-08-78 COUNTY: POINTE COUPEE PARISH, LA SCALE: 1" = 700'







SITE: ANGEL RANCH (732=/-AC) SOURCE: USGS DATE: 02-11-62 COUNTY: POINTE COUPEE PARISH, LA SCALE: 1" = 700'







SITE:ANGEL RANCH (732=/-AC)SOURCE:USGSDATE:03-26-52COUNTY:POINTE COUPEE PARISH, LASCALE:1" = 700'





Historical Aerials Package

http://www.geo-search.net/QuickMap/index.htm?DataID=Standard0000090675 Click on link above to access the map and satellite view of current property

> Target Property: Angel Ranch (732=/-ac) Pointe Coupee Parish, Louisiana 70760

> > Prepared For:

GEC Inc

Order #: 41203 Job #: 90675 Project #: 0013.2122014.011 Date: 09/26/2014

phone: 888-396-0042 · fax: 512-472-9967 · www.geo-search.com

TARGET PROPERTY SUMMARY

Angel Ranch (732=/-ac) Pointe Coupee Parish, Louisiana 70760

USGS Quadrangle: **New Roads, LA** Target Property Geometry:**Area**

Target Property Longitude(s)/Latitude(s):

(-91.421067, 30.736551), (-91.421991, 30.723334), (-91.424376, 30.722832), (-91.424473, 30.720489), (-91.411043, 30.720573), (-91.407783, 30.747173), (-91.416639, 30.742824), (-91.421018, 30.741528), (-91.423597, 30.740440), (-91.423451, 30.736509), (-91.421067, 30.736551)

County/Parish Covered: Pointe Coupee (LA), West Feliciana (LA)

Zipcode(s) Covered: New Roads LA: 70760 Saint Francisville LA: 70775 Ventress LA: 70783

State(s) Covered:

LA

*Target property is located in Radon Zone 3. Zone 3 areas have a predicted average indoor radon screening level less than 2 pCi/L (picocuries per liter).

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SITE:ANGEL RANCH (732=/-AC)SOURCE:USDADATE:2013COUNTY:POINTE COUPEE PARISH, LASCALE:1" = 700'

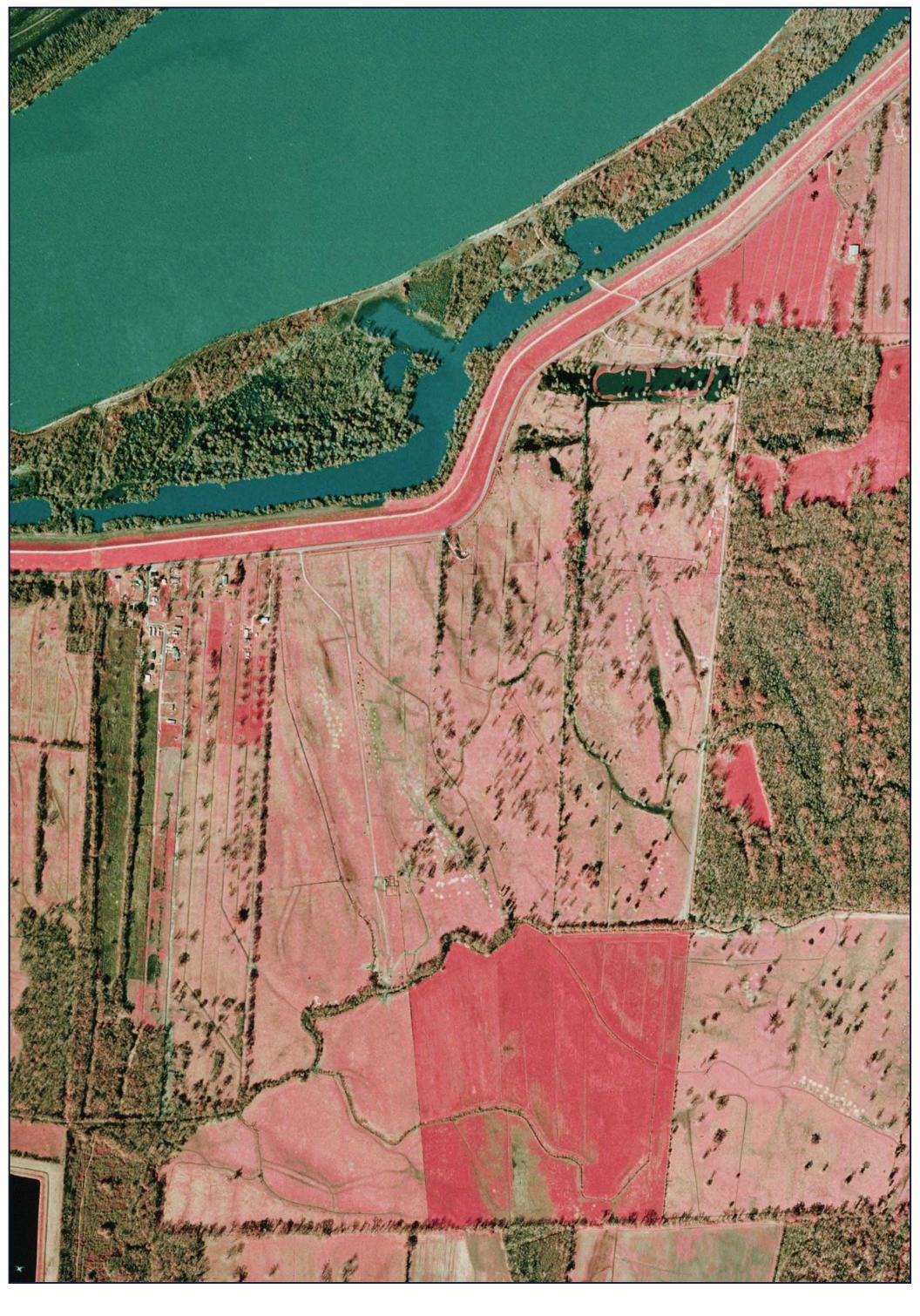






SITE:ANGEL RANCH (732=/-AC)SOURCE:USGSDATE:09-16-07COUNTY:POINTE COUPEE PARISH, LASCALE:1" = 700'







SITE:ANGEL RANCH (732=/-AC)SOURCE:LOSCODATE:02-04-1998COUNTY:POINTE COUPEE PARISH, LASCALE:1" = 700'







SITE: ANGEL RANCH (732=/-AC) SOURCE: USGS DATE: 10-26-83 COUNTY: POINTE COUPEE PARISH, LA SCALE: 1" = 700'

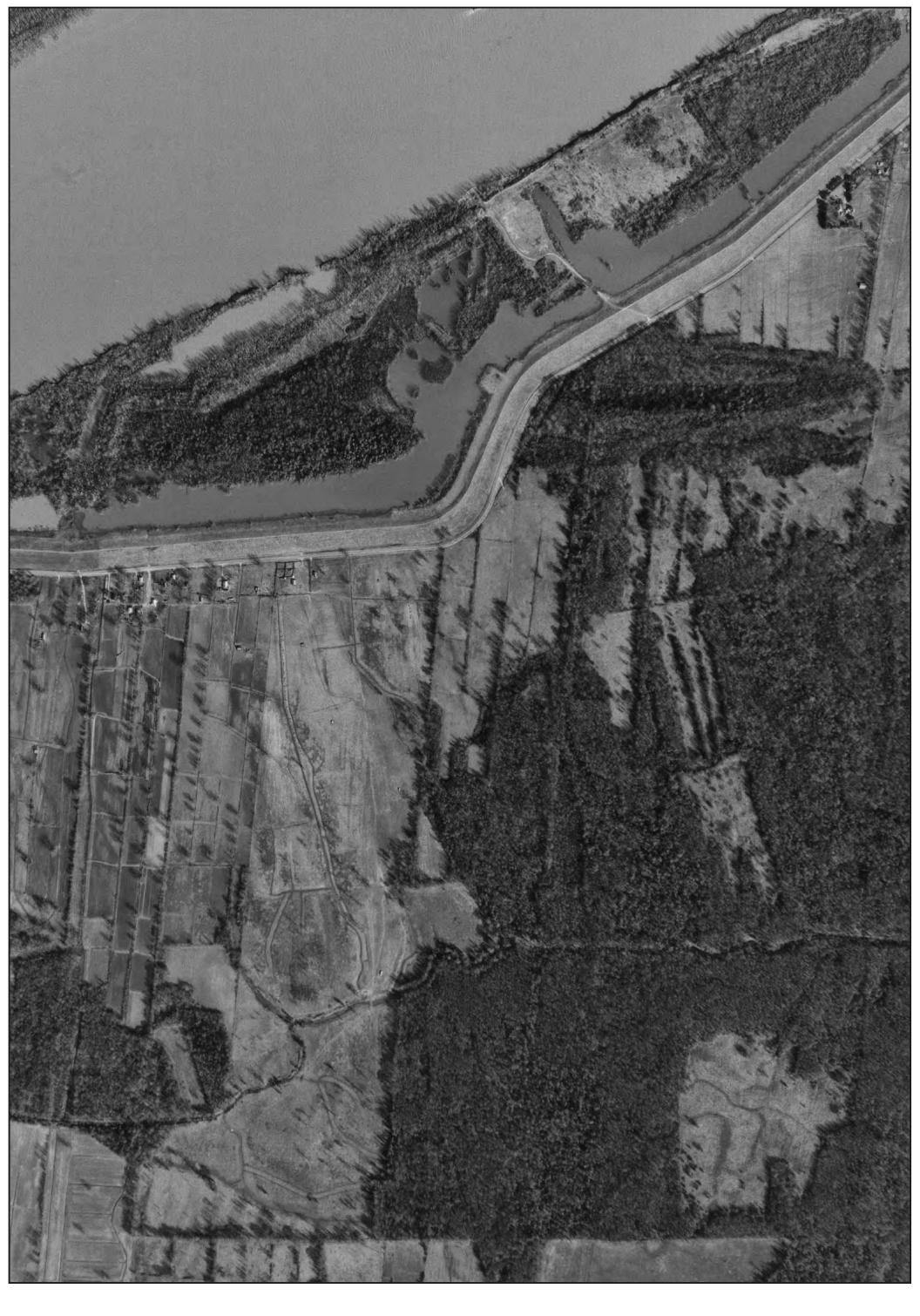






SITE: ANGEL RANCH (732=/-AC) SOURCE: NASA DATE: 10-08-78 COUNTY: POINTE COUPEE PARISH, LA SCALE: 1" = 700'







SITE: ANGEL RANCH (732=/-AC) SOURCE: USGS DATE: 02-11-62 COUNTY: POINTE COUPEE PARISH, LA SCALE: 1" = 700'

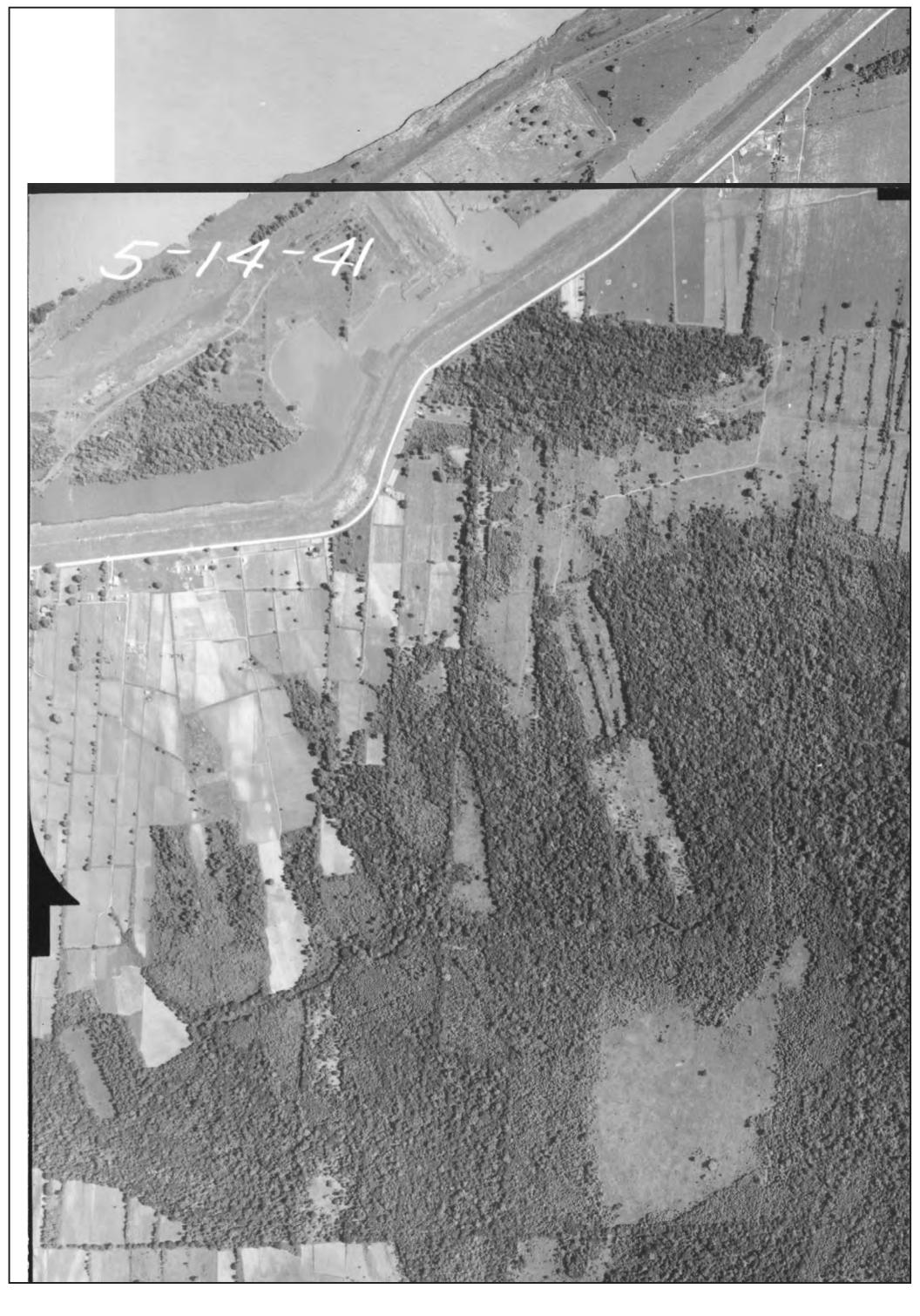






SITE:ANGEL RANCH (732=/-AC)SOURCE:USGSDATE:03-26-52COUNTY:POINTE COUPEE PARISH, LASCALE:1" = 700'







SITE: ANGEL RANCH (732=/-AC) SOURCE: ASCS DATE: 05-14-41 COUNTY: POINTE COUPEE PARISH, LA SCALE: 1" = 700'



Appendix G

PHOTOGRAPHS



Photograph 1. Eastern Portion of Property, Looking North



Photograph 2. Diesel Tank and 55-Gallon Drum on Eastern Portion of Property, Looking East



Photograph 3. Assorted 5-Gallon Buckets, East Side of Property, Facing West



Photograph 4. Spray Rig, East Side of Property, Facing Southeast



Photograph 5. Pond, Northeast Side of Property, Facing East



Photograph 6. Drain Improvement Associated with Relief Wells, Facing South



Photograph 7. Drain Improvement Associated with Relief Wells, Facing North



Photograph 8. Cell Tower, Northwest portion of Property, Facing North



Photograph 9. Cattle Catchpen near LA Hwy 10, Facing South



Photograph 10. Water Trough, Facing South

Appendix H

ENVIRONMENTAL QUESTIONNAIRE



FORM 4340 ENVIRONMENTAL QUESTIONNAIRE

ENVIRONMENTAL QUESTIONNAIRE

Persons to be Questioned - The following questions should be asked of

- the current owner of the property
- any commercial occupant of the property (residential occupants do not need to be asked the questions)
- any other occupant likely to be using, treating, generating, storing or disposing of hazardous substances or petroleum products on or from the property.

The preparer should ask each person to answer all questions to the best of the respondent's actual knowledge and in good faith. When completing the site visit portion of the questionnaire the preparer should be sure to observe the property and the buildings and other structures on the property. All questions should be answered as indicated in the form. The 5-50SM Manual provides further details on the appropriate use of this questionnaire.

	QUESTION	LENDER/SERVICER OR OBSERVED DURING SITE VISIT	Owner	OCCUPANTS
1.	Is the <i>property</i> or any <i>adjoining property</i> used for an industrial use?	Yes No Unknown	Yes No Unknown	Yes No Unknown
2.	To the best of your knowledge, has the <i>property</i> or any <i>adjoining property</i> been used for an industrial use in the past?	Yes No Unknown	Yes No Unknown	Yes No Unknown

	QUESTION	LENDER/SERVICER OR OBSERVED DURING SITE VISIT	Owner	OCCUPANTS
3.	Is the <i>property</i> or any <i>adjoining</i> <i>property</i> used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?	Yes No Unknown	Yes No Unknown	Yes No Unknown
4.	To the best of your knowledge has the <i>property</i> or any <i>adjoining property</i> been used as a gasoline station, motor repair facility, commercial printing facility, dry cleaners, photo developing laboratory, junkyard or landfill, or as a waste treatment, storage, disposal, processing, or recycling facility?	Yes No Unknown	Yes No Unknown	Yes No Unknown
5.	Are there currently, or to the best of your knowledge have there been previously, any damaged or discarded automobile or industrial batteries, or pesticides, paints, or other chemicals in individual containers of greater than 5 gal (19 L) in volume or 50 gal (190 L) in the aggregate, stored on or used at the <i>property</i> or at the facility?	Yes No Unknown	Yes No Unknown	Yes No Unknown
6.	Are there currently, or to the best of your knowledge have there been previously, any industrial <i>drums</i> (typically 55 gal [208 L]) or sacks of chemicals located on the property or at the facility?	Yes No Unknown	Yes No Unknown	Yes No Unknown
7.	Has <i>fill dirt</i> been brought onto the property that originated from a contaminated site or that is of an unknown origin?	Yes No Unknown	Yes No Unknown	Yes No Unknown

State State	QUESTION	LENDER/SERVICER OR OBSERVED DURING SITE VISIT	Owner	OCCUPANTS
8.	Are there currently, or to the best of your knowledge have there been previously, any <i>pits, ponds, or lagoons</i> located on the <i>property</i> in connection with waste treatment or waste disposal?	Yes No _ Unknown	Yes No Unknown	Yes No Unknown
9.	Is there currently, or to the best of your knowledge have there been previously, any stained soil on the property?	Yes No Unknown	Yes No Unknown	Yes No Unknown
10.	Are there currently, or to the best of your knowledge have there been previously, any registered or unregistered storage tanks (above or underground) located on the property?	Yes No Unknown	Yes No Unknown	Yes No Unknown
11.	Are there currently, or to the best of your knowledge have there been previously, any vent pipes, fill pipes, or access ways indicating a fill pipe protruding from the ground on the <i>property</i> adjacent to any structure located on the <i>property</i> ?	Yes No Unknown	Yes No Unknown	Yes No Unknown
12.	Are there currently, or to the best of your knowledge have there been previously, any flooring, drains, or walls located within the facility that are stained by substances other than water or are emitting foul odors?	Yes No Unknown	Yes No Unknown	Yes No Unknown
13.	If the <i>property</i> is served by a private well or non-public water system, have contaminants been identified in the well or system that exceed guidelines applicable to the water system or has the well been designated contaminated by any government environmental/health agency?	Yes No Unknown	Yes No Unknown	Yes No Unknown

	QUESTION	LENDER/SERVICER OR OBSERVED DURING SITE VISIT	Owner	OCCUPANTS
14.	Does the owner or occupant of the property have any knowledge of environmental liens or governmental notification relating to the past or recurrent violations of environmental laws with respect to the property or any facility located on the property?	Yes No Unknown	Yes No Unknown	Yes No Unknown
15.	Has the owner or occupant of the property been informed of the past or current existence of hazardous substances or petroleum products or environmental violations with respect to the property or any facility located on the property?	Yes No Unknown	Yes No Unknown	Yes No Unknown
16.	Does the owner or occupant of the property have any knowledge of any environmental site assessment of the property or facility that indicated the presence of hazardous substances or petroleum products on, or contamination of, the property or recommended further assessment of the property?	Yes No Unknown	Yes No Unknown	Yes No Unknown
17.	Does the owner or occupant of the property know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release or threatened release of any hazardous substance or petroleum products involving the property by any owner or occupant of the property?	Yes No Unknown	Yes No Unknown	Yes No Unknown
18.	Does the <i>property</i> discharge wastewater on or adjacent to the <i>property</i> other than stormwater into a sanitary sewer system?	Yes No Unknown	Yes No Unknown	Yes No Unknown

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	QUESTION	LENDER/SERVICER OR OBSERVED DURING SITE VISIT	Owner	OCCUPANTS
19.	To the best of you knowledge, have any <i>hazardous substances</i> or <i>petroleum products</i> , unidentified waste materials, tires, automotive or industrial batteries or any other waste materials been dumped above grade, buried and/or burned on the <i>property</i> ?	Yes No Unknown	Yes No Unknown	Yes No Unknown
20.	Is there a transformer, capacitor, or any hydraulic equipment for which there are any records indicating the presence of PCB's on the <i>property</i> ?	Yes No Unknown	Yes No Unknown	Yes No Unknown
	Government Records/Historical Sou	rces Inquirv		
21.	Do any of the following Federal government record systems list the property or any property within the circumference of areas noted below:			
	National Priorities List – within 1.0 mile (1.6km)?	Yes No Unknown	Yes No Unknown	
	 RCRA TSD Facilities – within 1.0 mile (1.6km)? 	Yes No Unknown	Yes No Unknown _	
22.	Do any of the following state record systems list the property or any property within the circumference of areas noted below:			
	List maintained by the state environmental agency of hazardous waste sites identified for investigation or remediation that is the state agency equivalent to the NPL – within approximately 1.0 mile (1.6km)?	Yes No Unknown	Yes No Unknown	

	QUESTION	LENDER/SERVICER OR OBSERVED DURING SITE VISIT	Owner	OCCUPANTS
	 List maintained by the state environmental agency of hazardous waste sites identified for investigation or remediation that is the state agency equivalent to CERCLIS – within 0.5 mile (0.8km)? 	Yes No Unknown	Yes No Unknown	
	 Leaking Underground Storage Tank (LUST) List – within 0.5 mile (0.8km)? 	Yes No Unknown	Yes No Unknown	
	Solid Waste /Landfill Facility – within 0.5 mile (0.8km)?	Yes No Unknown	Yes No Unknown	
23.	Based upon a review of <i>fire</i> <i>insurance maps</i> or consultation with the local fire department serving the <i>property</i> , all as specified in the guide, are there any buildings or other improvements on the <i>property</i> or on an <i>adjoining property</i> identified as having been used for an industrial use or uses likely to lead to contamination of the <i>property</i> ?	Yes No Unknown	Yes No Unknown	

15

The preparer of this form must complete the following required information.

This questionnaire was completed by:

Name:	BOB GOODYEAT
Title:	owner
Firm:	
Address:	10534 Pointe Coupere Rd, New Roads La. 20760
Phone Number:	225-638-6287 Hu 225-718-1732 cell
Date:	10-23-14

If the preparer is different than the user, complete the following:

Name of User:	
Address of User:	
Phone Number of User:	
Relationship of Preparer to Site:	
Relationship of Preparer to User	Principal Employee Agent Consultant Other:

Preparer represents that to the best of his/her knowledge the above statements and facts are true and correct and to the best of his/her actual knowledge no material facts have been suppressed or misstated.

Date: 10/24/14	Name: Recence	
Fannie Mae 5-50 SM Form 4340 Environmental Questionnaire © 2000 Fannie Mae. All rights reserved.		Page 7 05/00

PHASE II ENVIRONMENTAL ASSESSMENT Property Log

Fannie Mae Commitment #	
Property Address	
Borrower Address	
Bollower Address	
Borrower Phone	
Lender Company Name	
Individual Lender Underwriter	
Environmental Assessor (Consultant)	
Firm Name and Address	
Assessor Phone	
Date Assessment Completed	· · · · · · · · · · · · · · · · · · ·
Assessment Results	

8

Results Summary & Recommendation

1. Phase II Assessment Results: (Check results for each applicable hazard. Put "N/A" for those hazards not requiring a Phase II Assessment)

Hazard	<u>Acceptable</u>	Acceptable Requires <u>O&M</u>	<u>Fail</u>	Fail, Possibly <u>Remedy</u>
Asbestos	(<u> </u>			
PCB		î		
Radon			-	
UST				
Waste Sites				
Lead-Based Paint				
Other				

- 2. Attach a brief explanation for each hazard that is acceptable but requires O&M actions. What actions are required and how should they be performed?
- 3. Attach a brief explanation for each hazard that failed but could be corrected with remedial actions. What actions are required and how should they be performed?
- 4. Comments:

Signature:

Date:

Page 9 05/00