

Exhibit A. Hero's Point Site Partial Title Abstract



Hero's Point Site Partial title Abstract



LED Partial Title Abstract

Dates Researched: 01/01/1900 to 09/24/2018

Current Owner	Davis-Goodale LLC
Parcel Number	6018296
Acreage	21.107
Location	Sec 14 T9S R4E
Date Acquired	6/13/2017
Instrument Number – Deed 1	2017-00023981
Date Acquired	4/11/2005
Instrument Number – Deed 2	2005-00015419
Date Acquired	4/8/2005
Instrument Number - Deed 3	2005-00015418
Date Acquired	4/11/2005
Instrument Number - Deed 4	2005-00015417
ROW Document 1	Servitude Agreement
Entity Acquiring ROW	Cleco Power, LLC
Owner of Property when Acquired	Davis-Goodale LLC
Date	10/01/2010
Instrument Number	2011-00023984
ROW Document 2	Act of Dedication of Servitude
Entity Acquiring ROW	Lafayette City-Parish Consolidated Government
Owner of Property when Acquired	Davis-Goodale LLC
Date	3/22/2010
Instrument Number	2010-00010333
ROW Document 3	Right of Way
Entity Acquiring ROW	Entergy Gulf States Louisiana, LLC
Owner of Property when Acquired	Davis-Goodale LLC
Date	8/1/2008
Instrument Number	2008-00036301
ROW Document 4	Servitude Agreement
Entity Acquiring ROW	City of Lafayette
Owner of Property when Acquired	Davis-Goodale LLC
Date	8/06/2008
Instrument Number	2008-00034892
ROW Document 5	Servitude Agreement

Entity Acquiring ROW	City of Lafayette
Owner of Property when Acquired	Davis-Goodale LLC
Date	6/13/2008
Instrument Number	2008-00026820
ROW Document 6	Servitude Agreement
Entity Acquiring ROW	Lafayette City-Parish Consolidated Government
Owner of Property when Acquired	Davis-Goodale LLC
Date	7/7/2006
Instrument Number	2006-00034135
ROW Document 7	Servitude Agreement
Entity Acquiring ROW	Lafayette City-Parish Consolidated Government
Owner of Property when Acquired	Davis-Goodale LLC
Date	8/8/2005
Instrument Number	2005-00042797
ROW Document 8	Right of Way Agreement
Entity Acquiring ROW	American Telephone and Telegraph Company
Owner of Property when Acquired	Pearly J. Breaux, et ux
Date	8/31/1987
Instrument Number	1987-00033220
ROW Document 9	Servitude
Entity Acquiring ROW	City of Lafayette
Owner of Property when Acquired	Pearly J. Breaux, et ux
Date	6/27/1977
Instrument Number	1977-00012710
ROW Document 10	Order of Expropriation
Entity Acquiring ROW	State of Louisiana
Owner of Property when Acquired	Pearly J. Breaux, et ux
Date	1/14/1961
Instrument Number	1961-0025648

Abstractor's Note: The Abstractor is unable to find a civil suit referenced in the above captioned reference document, 1987-00033220. The missing civil suit is an expropriation deed, Civil Suit #33773.

Maps/Plats Provided

Map 1	
Date	2/08/2010
Instrument Number	2010-10333

Map 2	
Date	08/01/2008
Instrument Number	2008-36301
Map 3	
Date	01/17/2008
Instrument Number	2008-26820

Mortgages/Liens

Mortgage Document 1	Second Amendment to Collateral Assignment of Leases and Rents
Assignor	Davis-Goodale, LLC
Assignee	First National Bank of Louisiana
Date	04/15/2013
Instrument Number	2013-00015083
Mortgage Document 2	Notarial Endorsement and Assignment
Assignor	Rayne State Bank & Trust Company
Assignee	First National Bank of Louisiana
Date	04/15/2013
Instrument Number	2013-00015081
Mortgage Document 3	First Amendment to Collateral Assignment of Leases and Rents
Assignor	Davis-Goodale, LLC
Assignee	Rayne State Bank & Trust Company
Date	06/25/2009
Instrument Number	2009-00026730

Mortgage Document 4	Collateral Assignment of Leases and Rents
Assignor	Davis-Goodale, LLC
Assignee	Rayne State Bank & Trust Company
Date	12/10/2008
Instrument Number	2008-00049361

Ownership Names Researched

Name	Dates Researched
Davis-Goodale, LLC	04/08/2005 to Present
Goodale, Davis W	04/08/2005 to Present
Goodale, Joy Boyd	04/08/2005 to Present
Breaux, Patrick J.	04/30/2003 to 04/11/2005
Breaux, Ulysse L.	04/30/2003 to 04/11/2005
Beauregard, Collett Ann Breaux	04/30/2003 to 04/11/2005
Breaux, Leona Smith	12/23/43 to 08/19/2003
Breaux, Pearly J	12/23/43 to 04/30/2003
Hoffpauir, Nicholas	01/01/1900 to 12/23/1943
Hoffpauir, Anna Dugas	01/01/1900 to 12/23/1943

Tax Information

Parish	Lafayette Parish
Tax Year	2017
Assessed Ownership	Davis-Goodale, LLC
Assessment Number	6018296
Land	\$632,400
Improvements	\$32,200
Total Value	\$666,6000
Taxes	\$5,710.08
Zoning	Residential
Municipal Address	N 2001 University Ave., Lafayette, LA 70507

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
P.O. Box 2009
Lafayette, LA 70502-2009
(337) 291-6400

First VENDOR

GOODALE, DAVID W

First VENDEE

DAVIS GOODALE LLC


Index Type : CONVEYANCES
Type of Document : QUIT CLAIM DEED

File Number : 2017-00023981

Recording Pages : 2

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 06/15/2017

At (Recorded Time) : 2:01:31PM



Doc ID - 040400160002



QUITCLAIM DEED

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN that on the date(s) set forth below, before the undersigned Notaries Public, duly commissioned and qualified, in and for their respective jurisdictions and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

DAVID W. GOODALE, married to and residing with Joy Boyd, a resident of Jefferson County, Texas, whose mailing address is 1850 Thomas Road, Beaumont, Texas 77706; herein referred to as "Vendor";

who declared that for consideration previously bargained, receipt whereof is hereby acknowledged and full acquittance and discharge therefore given, he does hereby, transfer, assign, quitclaim, release and relinquish unto:

DAVIS-GOODALE, LLC, a Louisiana Limited Liability Company authorized to do business in the State of Louisiana, whose mailing address is declared to be 806 E. St. Mary Boulevard, Lafayette, Louisiana 70503, represented herein by its duly authorized Managing Member, R. Hamilton Davis; herein referred to as Vendee;

here present and accepting and acknowledging due delivery and possession thereof, all of the right title and interest which said Vendor has or may have in and to the following described property situated in Lafayette Parish, Louisiana, to-wit:

That certain parcel land, together with all buildings and improvements and the component parts thereof, situated in Section 14, T9S, R4E, Lafayette Parish, Louisiana, containing 28.345 acres, more or less, being identified as "28.345 acres" on a plat of survey "Showing Property and Improvements of Pearly Breaux" prepared by Craig P. Spikes, dated December 15, 2003, attached to that certain act recorded under Entry No. 2005-15418 of the records of Lafayette Parish, Louisiana, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

TO HAVE AND TO HOLD the same unto said Vendee, and its successors and assigns forever, without warranty of title or recourse, not even for return of the purchase price, but with full substitution and subrogation in and to all the rights and actions of warranty which Vendor has or may have against all preceding owners and Vendors.

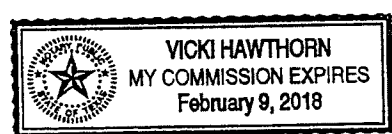
THUS DONE, EXECUTED AND SIGNED on this 13th day of June, 2017, before me, Notary, and the undersigned competent witnesses after a due and complete reading of the whole.

WITNESSES:

Bethany Henin
Signature
Bethany Henin
Printed Name
Smiley
Signature
LANA Knight
Printed Name

David W. Goodale
Signature
DAVID W. GOODALE

Vicki Hawthorn
NOTARY PUBLIC



File Number: 2017-00023981 Seq: 2

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
PO Box 2009
800 South Buchanan
Lafayette, LA 70502
(337) 291-6400

First VENDOR

BREAUX, PATRICK J

First VENDEE

DAVIS GOODALE LLC

Index Type : Conveyances


File Number : 2005-00015419

Type of Document : Cash Sale

Recording Pages : 8

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 04/11/2005

At (Recorded Time) : 3:25:43:000 PM



Doc ID - 003588780008



Do not Detach this Recording Page from Original Document

File Number: 2005-00015419 Seq: 1

ACT OF CASH SALE

BE IT KNOWN, that on the date(s) and before the undersigned Notaries Public, as set forth below, duly commissioned and qualified, and in the presence of the undersigned competent witnesses as set forth below,

PERSONALLY CAME AND APPEARED:

PATRICK J. BREAUX, a competent individual, married to Lezlie Jung Breaux, whose mailing address is 118 Woodrich Lane, Lafayette, Louisiana 70507, and whose Social Security No. is xxx-xx-5281,

ULYSSE L. BREAUX, a competent individual, married to Mae Helen Ackal Breaux, whose mailing address is 919 Beau Chene Drive, Mandeville, Louisiana 70471, and whose Social Security No. is xxx-xx-5282, and

COLLETTE ANN BREAUX **BEAUREGARD**, a competent individual, divorced from Benny Beauregard, whose mailing address is 82 Gelpi Avenue, Kenner, Louisiana 70065, and whose Social Security No. is xxx-xx-4295, (Patrick J. Breaux, Ulysse L. Breaux, and Collette Ann Breaux Beauregard are herein collectively called the "Vendor"), and

DAVIS-GOODALE, L.L.C., a Louisiana limited liability company (the "Vendee"), whose mailing address is 806 E. St. Mary Boulevard, Lafayette, Louisiana 70503, and whose federal tax identification number is 20-2470555,

who declared and said, that for the price and consideration, and on the terms and conditions hereinafter expressed, the Vendor does by this act, grant, bargain, sell, convey, transfer, assign, set over and deliver to the Vendee a 38.20% undivided interest in and to the immovable property described below, together with all buildings, component parts, and improvements located thereon (the "Property"):

That certain parcel of land together with all improvements thereon situated in the Parish of Lafayette, Louisiana, measuring eighteen and two-fifths arpents (18 2/5 arpents) and being bounded north by Gerso, heirs or assigns, south by public road leading to Scott, east by public highway leading from Lafayette to Carencro and west by land of Emilie Breaux or assigns and being the same property acquired by Act Number 42144 recorded in Book S3 at page 448 of the Recorder's Office of the Parish of Lafayette, Louisiana.

That certain tract of land together with all improvements thereon situated in the Parish of Lafayette, Louisiana, containing six and forty two hundredths (6.42/100)

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arpents bounded north and west by Louise Gerso or assigns, south by Vendor and east by public highway leading from Lafayette to Carencro, as shown on plat of survey by W. B. Robert, surveyor attached to Act No. 56290 of the Recorder's Office of the Parish of Lafayette, Louisiana, and being the property acquired by same act number and recorded in Book S5 at page 157.

One certain tract of land with all improvements thereon and thereunto belonging, situated in the Parish of Lafayette, Louisiana, and according to a map attached hereto and made part hereof made by Val E. Smith, C.E. dated January 29th, 1937, contains ten (10) arpents, and is bounded on the north by land of Clifton Babineaux, south by land of Nicholas Hoffpauir, east by State Highway from Lafayette to Carencro and west by land of Clifton Babineaux and being the remaining ten (10) arpents of the forty (40) arpent tract of land acquired by Rene Delhomme from the Lafayette Building and Loan Association by Act No. 116796 of the Conveyance Records of the Parish of Lafayette, Louisiana, after deducting therefrom thirty (30) arpents of land sold by Rene Delhomme under Act No. 121279 of said records.

Being the same property acquired by Vendor pursuant to (i) Judgment of Possession recorded in the conveyance records of Lafayette Parish under File No. 03-020843 and (ii) Judgment of Possession recorded in the conveyance records of Lafayette Parish under File No. 03-44244.

The aforesaid property is also depicted on that certain survey by Craig P. Spikes dated December 15, 2003, a copy of which is attached hereto.

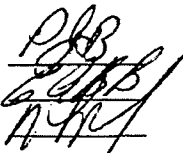
TO HAVE AND TO HOLD the Property herein conveyed unto the Vendee, and its successors and assigns.

Warranty. Each Vendor warrants that he/she owns an undivided 1/3 interest in the Property and that Vendor is collectively conveying an undivided 38.20% interest in the Property. This Sale is made with full warranty of title by the Vendor, and the Vendor hereby agrees to warrant and defend all and singular the Property unto the Vendee and Vendee's successors and assigns, against every person whomsoever lawfully claiming or to claim all or any portion of the Property. In addition, the Vendor does hereby moreover transfer unto the Vendee all and singular the rights and actions of warranty to which the said Vendor is or may be entitled, against any and all former owners and proprietors of the Property herein conveyed, hereby subrogating the Vendee to all the rights and actions, to be enjoyed and exercised in the same manner as they might have been by the Vendor, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Vendee. This Sale of the Property by the Vendor to the Vendee is expressly made subject to all restrictions, servitudes, easements, and rights of way of record.

Redhibition Waiver. Except with regard to warranty of title dealt with in the preceding paragraph, Vendee expressly waives all warranties as to the condition of the Property, whether

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implied by this Act of Cash Sale or any other writing or representation, as well as all warranties provided by law. This waiver shall apply to all warranties (except warranty of title) of any nature, express or implied, including without limitation warranties of fitness for a particular purpose or otherwise. Vendee acknowledges that under Articles 2520 through 2548 of the Louisiana Civil Code, and other provisions of law, this sale would ordinarily include a warranty, implied by law, against redhibitory defects or vices in the property. Vendee expressly waives any and all of such warranty with respect to all defects, whether apparent or latent, visible or not, and regardless of whether Vendee is presently aware of such defects. Vendee acknowledges that he has had access to the property herein sold for the purpose of conducting inspections and has conducted such inspections and tests as he deemed appropriate. Vendee further acknowledges that the sale price was negotiated and agreed upon after consideration of the terms of this paragraph, and that he understands the significance of this waiver.

Vendor's Initials: 

Vendee's Initials: 

Purchase Price. This Sale is made and accepted for and in consideration of the price and sum of \$611,283.22. Vendor hereby acknowledges the full payment of the purchase price by the Vendee, and the Vendor's receipt and adequacy of the purchase price.

Waiver of Certificates. The parties hereto waive the attachment of mortgage, conveyance, and tax certificates and relieve and release the undersigned Notary Public from all responsibility in connection therewith.

Proration of Taxes. The Vendor warrants that all taxes assessed against the Property herein conveyed through the year 2004 are paid. The ad valorem property taxes for 2005 shall be prorated.

Separate Property of Vendor. Each Vendor hereby represents and warrants that his/her interest in the Property is his/her separate property.

Reservation of Minerals. The Vendor hereby reserves an undivided 50% of 38.20%, or 19.10%, of the minerals located beneath the surface of the Property; provided however, that the Vendor acknowledges and agrees that surface rights for the exploration and/or production of said minerals (including seismic activities) are prohibited. The parties hereby acknowledge that by act of cash sale of even date herewith, the Vendor is conveying to Joy Boyd the remaining 61.80% undivided interest in the Property and reserving to Vendor 50% of 61.80%, or 30.9% of the minerals underlying the Property. It is the intent of the parties that after this conveyance and the sale to Joy Boyd that Vendor will own an undivided 50% of the minerals underlying the Property.

ACT OF CASH SALE - Page 3 of 5

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139292:DOMINBI

THUS DONE AND PASSED, on the 11 day of April, 2005, by Ulysse L. Breaux and Collette Ann Breaux Beauregard, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Vendors, and me, Notary, after reading of the whole.

WITNESSES: (as to all signatures)

Trudy Gaspard
Printed Name: Trudy Gaspard

Charmaine LeBlanc
Printed Name: Charmaine LeBlanc

VENDOR:

Ulysse L. Breaux
ULYSSE L. BREAUX

Collette Ann Breaux Beauregard
COLLETTE ANN BREAUX
BEAUREGARD

BILLY J. DOMINGUE

NOTARY PUBLIC

Billy J. Domingue
NOTARY PUBLIC

Parish of Lafayette, State of ~~LA~~ My commission expires at death
BAR NO. 5012 Bar or Notary No.: 5012

THUS DONE AND PASSED, on the 11 day of April, 2005, by Patrick J. Breaux, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Vendor, and me, Notary, after reading of the whole.

WITNESSES:

Trudy Gaspard
Printed Name: Trudy Gaspard

Charmaine LeBlanc
Printed Name: Charmaine LeBlanc

VENDOR:

Patrick J. Breaux
PATRICK J. BREAUX

Billy J. Domingue
NOTARY PUBLIC
My commission expires at death
Bar or Notary No.: 5012

BILLY J. DOMINGUE

NOTARY PUBLIC

Parish of Lafayette, State of LA.
17535.002
139292:DOMINBI BAR NO. 5012

THUS DONE AND PASSED, on the 8 day of April, 2005, by the Vendee, in the presence of the undersigned competent witnesses, who hereunto sign their names with the Vendee, and me, Notary, after reading of the whole.

WITNESSES:

Debbie Falcon
Printed Name: Debbie Falcon
Megan Hargrave
Printed Name: Megan Hargrave

VENDEE:

DAVIS-GOODALE, L.L.C.

By: [Signature]
Name: R. Hamilton Davis
Title: Manager

Billy J. Domingue
NOTARY PUBLIC
My commission expires at death
Bar or Notary No.: 5012

BILLY J. DOMINGUE
NOTARY PUBLIC
Parish of Lafayette, State of LA.
BAR NO. 5012

ACT OF CASH SALE - Page 5 of 5

17535.002
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PREPARED FOR:
HARRY DAVIS

BASED ON BEARINGS
AND DISTANCES
PER
REFERENCE PLAT

I CERTIFY THAT THIS SURVEY WAS PERFORMED BY MYSELF OR UNDER MY DIRECT SUPERVISION AND CONTROL.

I CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED MEETS THE 'MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS' FOR A CLASS C SURVEY AS ADOPTED BY THE LOUISIANA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS (LAC TITLE 46:1.1X1 CHAPTER 25)

I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY AND THAT NO VISIBLE ENCROACHMENTS EXIST EITHER VAY ACROSS ANY OF THE PROPERTY LINES, EXCEPT AS SHOWN.

REFERENCE PLATS:

1) PLAT BY FRANK B. CHACHERE, RLS.
OF STATE PROJECT NO. 450-05-06 R/V: 4-20-64

2) PLAT BY EDMOND E. DUPRE, JR., RLS.
OF N. UNIVERSITY INDUSTRIAL PARK: 12-28-81 (82-62001)

PLAT OF SURVEY
SHOWING PROPERTY AND IMPROVEMENTS OF
PEARLY BREAU
ADDRESS OF 2025 N. UNIVERSITY AVENUE
BEING 28.345 ACRES

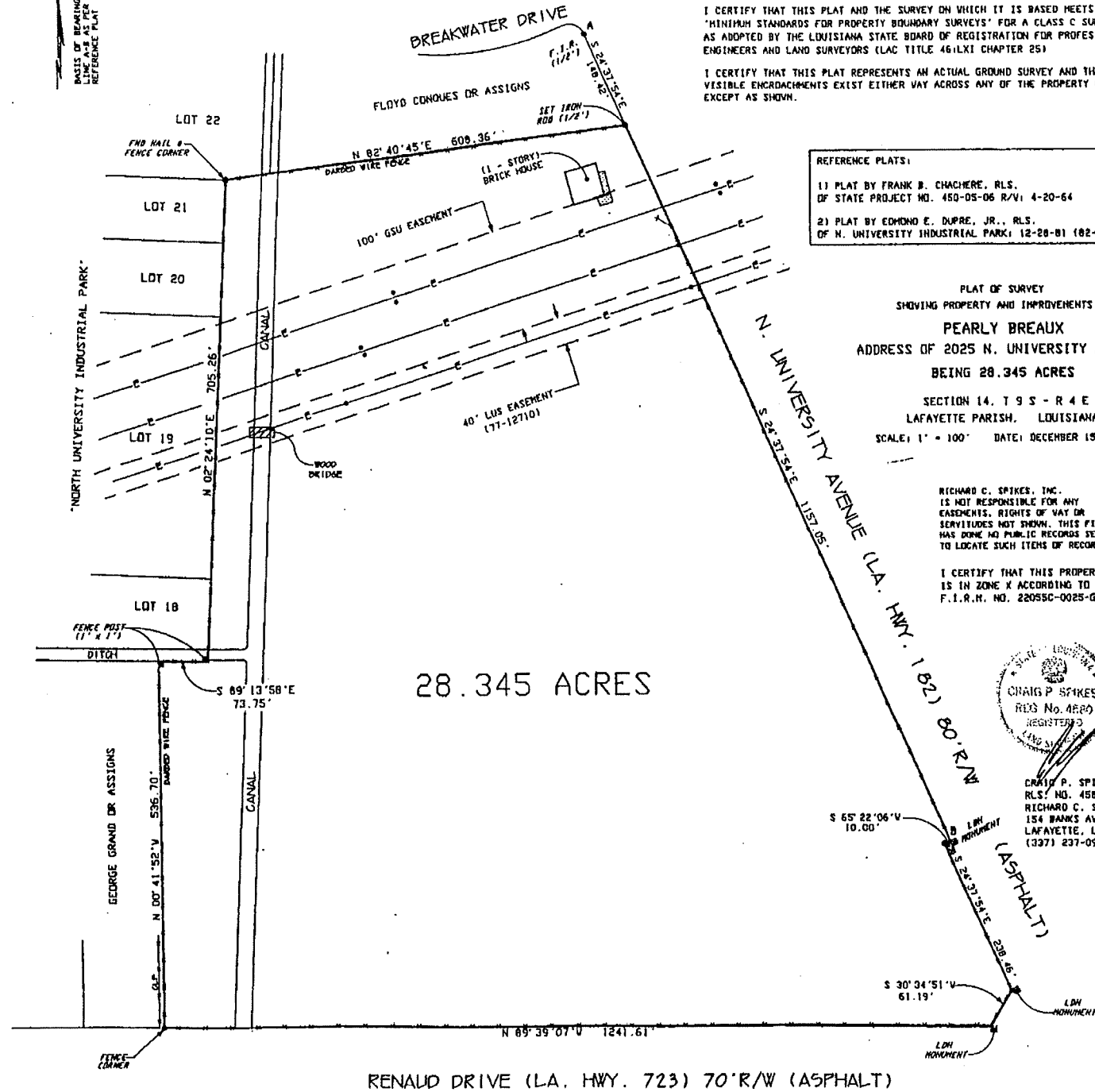
SECTION 14, T 9 S - R 4 E
LAFAYETTE PARISH, LOUISIANA.
SCALE: 1" = 100' DATE: DECEMBER 15, 2003

RICHARD C. SPIKES, INC.
IS NOT RESPONSIBLE FOR ANY
EASEMENTS, RIGHTS OF WAY OR
SERVITUDES NOT SHOWN. THIS FIRM
HAS DONE NO PUBLIC RECORDS SEARCH
TO LOCATE SUCH ITEMS OF RECORD

I CERTIFY THAT THIS PROPERTY
IS IN ZONE X ACCORDING TO
F.I.R.N. NO. 22055C-0025-G.



CRAG P. SPIKES
R.L.S. NO. 4580
RICHARD C. SPIKES, INC.
154 BANKS AVE.
LAFAYETTE, LA. 70506
(337) 237-0907



RENALD DRIVE (LA. HWY. 723) 70' R/W (ASPHALT)

UNANIMOUS CONSENT

This Unanimous Consent is dated as of April 8, 2005 and is by all of the members of Davis-Goodale, L.L.C., a Louisiana limited liability company (the "Company").

The undersigned do hereby authorize R. Hamilton Davis, as Manager of the Company, to negotiate and execute in the name of the Company (i) an act of cash sale whereby the Company acquires an undivided 38.20% interest in immovable property in Lafayette Parish from Patrick J. Breaux, Collette Ann Breaux Beauregard, and Ulysse L. Breaux, all under such terms and conditions as said Manager deems appropriate, and (ii) any and all documents necessary or desirable to consummate Company's acquisition of said property.



R. HAMILTON DAVIS



JOY BOYD

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Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
PO Box 2009
800 South Buchanan
Lafayette, LA 70502
(337) 291-6400

First VENDOR

BOYD, JOY

First VENDEE

DAVIS GOODALE LLC

Index Type : Conveyances

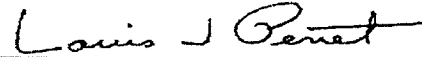
File Number : 2005-00015418

Type of Document : Contribution

Recording Pages : 5

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 04/11/2005

At (Recorded Time) : 3:22:58:000 PM



Doc ID - 003588760005



Do not Detach this Recording Page from Original Document

ACT OF CONTRIBUTION

BE IT KNOWN, that on the date(s) set forth below, before the undersigned notaries public, as set forth below, and in the presence of the undersigned competent witnesses as set forth below, personally came and appeared:

JOY BOYD, the wife of David W. Goodale, with a mailing address of 1850 Thomas Road, Beaumont, Texas 77706, and whose Social Security No. is xxx-xx-0949 (the "Assignor"); and

DAVIS-GOODALE, L.L.C. a Louisiana limited liability company (the "Assignee"), whose mailing address is 806 E. St. Mary Boulevard, Lafayette, Louisiana 70503, and whose tax identification number is 20-2470555, represented herein by its undersigned duly authorized Manager,

who, after being duly sworn, did declare and acknowledge that:

1. The Assignor owns, as her separate property, an undivided 61.80% interest in certain immovable property in Lafayette Parish, Louisiana, which immovable property is described on the Exhibit A attached hereto.

2. The Assignor desires to contribute her undivided 61.80% interest in said property to the Assignee as a contribution to the Assignee in exchange for the issuance of a 61.80% ownership interest in the Assignee in favor of Assignor.

NOW THEREFORE, in consideration of the premises, the parties agree and obligate themselves as follows:

A. **Contribution.** The Assignor hereby contributes, conveys, and assigns to the Assignee all of her 61.80% undivided interest in and to the immovable property described on Exhibit A attached hereto and made a part hereof. The Assignee hereby accepts the contribution subject to all liens, claims, charges, mortgages and encumbrances that are recorded in the records of Lafayette Parish.

B. **Membership Interest.** In consideration of the contribution referenced in paragraph A above, the Assignee hereby confirms that the Assignor owns a 61.80% interest in the Assignee.

THUS DONE AND PASSED, by the Assignor on the 8 day of April, 2005, before me, notary public, and the undersigned witnesses, after due reading of the whole.

WITNESSES (as to all signatures):

Debbie Falcon
Printed Name: Debbie Falcon
Megan Hargrave
Printed Name: Megan Hargrave

Joy Boyd
JOY BOYD

Billy J. Domingue
NOTARY PUBLIC
Bar or Notary No.: 5012
BILLY J. DOMINGUE
NOTARY PUBLIC
Parish of Lafayette, State of LA.
BAR NO. 5012

THUS DONE AND PASSED, by the Assignee on the 8 day of April, 2005, before me, notary public, and the undersigned witnesses, after due reading of the whole.

WITNESSES:

Debbie Falcon
Printed Name: Debbie Falcon
Megan Hargrave
Printed Name: Megan Hargrave

DAVIS-GOODALE, L.L.C.

By: R. Hamilton Davis
Name: R. Hamilton Davis
Title: Manager

Billy J. Domingue
NOTARY PUBLIC
Bar of Notary No.: 5012

BILLY J. DOMINGUE
NOTARY PUBLIC
Parish of Lafayette, State of LA.
BAR NO. 5012

EXHIBIT A

That certain parcel of land together with all improvements thereon situated in the Parish of Lafayette, Louisiana, measuring eighteen and two-fifths arpents (18 2/5 arpents) and being bounded north by Gerso, heirs or assigns, south by public road leading to Scott, east by public highway leading from Lafayette to Carencro and west by land of Emilie Breaux or assigns and being the same property acquired by Act Number 42144 recorded in Book S3 at page 448 of the Recorder's Office of the Parish of Lafayette, Louisiana.

That certain tract of land together with all improvements thereon situated in the Parish of Lafayette, Louisiana, containing six and forty two hundredths (6.42/100) arpents bounded north and west by Louise Gerso or assigns, south by Vendor and east by public highway leading from Lafayette to Carencro, as shown on plat of survey by W. B. Robert, surveyor attached to Act No. 56290 of the Recorder's Office of the Parish of Lafayette, Louisiana, and being the property acquired by same act number and recorded in Book S5 at page 157.

One certain tract of land with all improvements thereon and thereunto belonging, situated in the Parish of Lafayette, Louisiana, and according to a map attached hereto and made part hereof made by Val E. Smith, C.E. dated January 29th, 1937, contains ten (10) arpents, and is bounded on the north by land of Clifton Babineaux, south by land of Nicholas Hoffpauir, east by State Highway from Lafayette to Carencro and west by land of Clifton Babineaux and being the remaining ten (10) arpents of the forty (40) arpent tract of land acquired by Rene Delhomme from the Lafayette Building and Loan Association by Act No. 116796 of the Conveyance Records of the Parish of Lafayette, Louisiana, after deducting therefrom thirty (30) arpents of land sold by Rene Delhomme under Act No. 121279 of said records.

The aforesaid property is also depicted on that certain survey by Craig P. Spikes dated December 15, 2003, a copy of which is attached hereto.

17535.002
139278:DOMINBI

PREPARED FOR:
HARRY DAVIS

THIS IS A
REFERENCE PLAT

I CERTIFY THAT THIS SURVEY WAS PERFORMED BY MYSELF OR UNDER MY DIRECT SUPERVISION AND CONTROL.

I CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED MEETS THE "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS C SURVEY AS ADOPTED BY THE LOUISIANA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS (LAC TITLE 46:1X1 CHAPTER 25)

I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY AND THAT NO VISIBLE ENCROACHMENTS EXIST EITHER VAY ACROSS ANY OF THE PROPERTY LINES, EXCEPT AS SHOWN.

REFERENCE PLATS:

- 1) PLAT BY FRANK B. CHACHERE, RLS.,
OF STATE PROJECT NO. 450-05-06 R/V: 4-20-64
- 2) PLAT BY EDMOND E. DUPRE, JR., RLS.,
OF N. UNIVERSITY INDUSTRIAL PARK: 12-28-81 (82-6200)

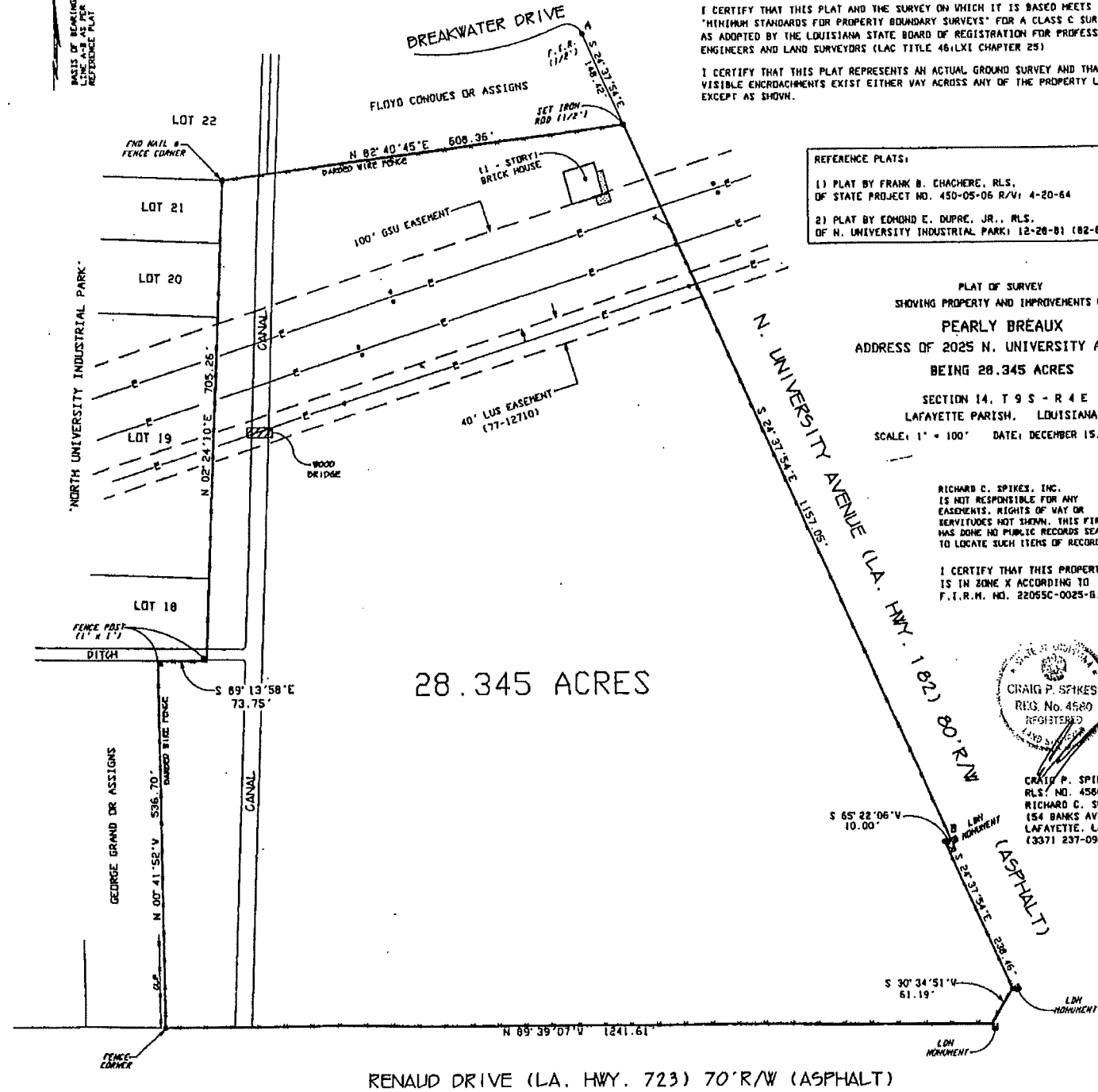
PLAT OF SURVEY
SHOWING PROPERTY AND IMPROVEMENTS OF
PEARLY BREAUX
ADDRESS OF 2025 N. UNIVERSITY AVENUE
BEING 28.345 ACRES
SECTION 14, T 9 S - R 4 E
LAFAYETTE PARISH, LOUISIANA.
SCALE: 1" = 100' DATE: DECEMBER 15, 2003

RICHARD C. SPIKES, INC.
IS NOT RESPONSIBLE FOR ANY
EASEMENTS, RIGHTS OF WAY OR
SERVITUDES NOT SHOWN. THIS FIRM
HAS DONE NO PUBLIC RECORDS SEARCH
TO LOCATE SUCH ITEMS OF RECORD.

I CERTIFY THAT THIS PROPERTY
IS IN ZONE X ACCORDING TO
F.T.R.M. NO. 22055C-0025-B.



CRAIG P. SPIKES
RLS. NO. 4580
RICHARD C. SPIKES, INC.
154 BANKS AVE.
LAFAYETTE, LA. 70506
(337) 237-0907



Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
PO Box 2009
800 South Buchanan
Lafayette, LA 70502
(337) 291-6400

First VENDOR

BREAUX, PATRICK J

First VENDEE

BOYD, JOY


Index Type : Conveyances
Type of Document : Cash Sale

File Number : 2005-00015417

Recording Pages : 7

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 04/11/2005

At (Recorded Time) : 3:22:06:000 PM



Doc ID - 003588740007



Do not Detach this Recording Page from Original Document

File Number: 2005-00015417 Seq: 1

ACT OF CASH SALE

BE IT KNOWN, that on the date(s) and before the undersigned Notaries Public, as set forth below, duly commissioned and qualified, and in the presence of the undersigned competent witnesses as set forth below,

PERSONALLY CAME AND APPEARED:

PATRICK J. BREAUX, a competent individual, married to Lezlie Jung BreauX, whose mailing address is 118 Woodrich Lane, Lafayette, Louisiana 70507, and whose Social Security No. is xxx-xx-5281,

ULYSSE L. BREAUX, a competent individual, married to Mae Helen Ackal BreauX, whose mailing address is 919 Beau Chene Drive, Mandeville, Louisiana 70471, and whose Social Security No. is xxx-xx-5282, and

COLLETTE ANN BREAUX **BEAUREGARD**, a competent individual, divorced from Benny Beauregard, whose mailing address is 82 Gelpi Avenue, Kenner, Louisiana 70065, and whose Social Security No. is xxx-xx-4295, (Patrick J. BreauX, Ulysse L. BreauX, and Collette Ann BreauX Beauregard are herein collectively called the "Vendor"), and

JOY BOYD, the wife of David W. Goodale, whose mailing address is 1850 Thomas Road, Beaumont, Texas 77706, and whose social security number is xxx-xx-0949,

who declared and said, that for the price and consideration, and on the terms and conditions hereinafter expressed, the Vendor does by this act, grant, bargain, sell, convey, transfer, assign, set over and deliver to the Vendee a 61.80% undivided interest in and to the immovable property described below, together with all buildings, component parts, and improvements located thereon (the "Property"):

That certain parcel of land together with all improvements thereon situated in the Parish of Lafayette, Louisiana, measuring eighteen and two-fifths arpents (18 2/5 arpents) and being bounded north by Gerso, heirs or assigns, south by public road leading to Scott, east by public highway leading from Lafayette to Carencro and west by land of Emilie BreauX or assigns and being the same property acquired by Act Number 42144 recorded in Book S3 at page 448 of the Recorder's Office of the Parish of Lafayette, Louisiana.

That certain tract of land together with all improvements thereon situated in the Parish of Lafayette, Louisiana, containing six and forty two hundredths (6.42/100) arpents bounded north and west by Louise Gerso or assigns, south by Vendor and

17535.002
139328:DOMINBI

Act of Cash Sale – Page 1 of 5

east by public highway leading from Lafayette to Carencro, as shown on plat of survey by W. B. Robert, surveyor attached to Act No. 56290 of the Recorder's Office of the Parish of Lafayette, Louisiana, and being the property acquired by same act number and recorded in Book S5 at page 157.

One certain tract of land with all improvements thereon and thereunto belonging, situated in the Parish of Lafayette, Louisiana, and according to a map attached hereto and made part hereof made by Val E. Smith, C.E. dated January 29th, 1937, contains ten (10) arpents, and is bounded on the north by land of Clifton Babineaux, south by land of Nicholas Hoffpauir, east by State Highway from Lafayette to Carencro and west by land of Clifton Babineaux and being the remaining ten (10) arpents of the forty (40) arpent tract of land acquired by Rene Delhomme from the Lafayette Building and Loan Association by Act No. 116796 of the Conveyance Records of the Parish of Lafayette, Louisiana, after deducting therefrom thirty (30) arpents of land sold by Rene Delhomme under Act No. 121279 of said records.

Being the same property acquired by Vendor pursuant to (i) Judgment of Possession recorded in the conveyance records of Lafayette Parish under File No. 03-020843 and (ii) Judgment of Possession recorded in the conveyance records of Lafayette Parish under File No. 03-44244.

The aforesaid property is also depicted on that certain survey by Craig P. Spikes dated December 15, 2003, a copy of which is attached hereto.

TO HAVE AND TO HOLD the Property herein conveyed unto the Vendee, and her heirs, successors and assigns.

Warranty. Each Vendor warrants that he/she owns an undivided 1/3 interest in the Property and that Vendor is collectively conveying an undivided 61.80% interest in the Property. This Sale is made with full warranty of title by the Vendor, and the Vendor hereby agrees to warrant and defend all and singular the Property unto the Vendee and Vendee's successors and assigns, against every person whomsoever lawfully claiming or to claim all or any portion of the Property. In addition, the Vendor does hereby moreover transfer unto the Vendee all and singular the rights and actions of warranty to which the said Vendor is or may be entitled, against any and all former owners and proprietors of the Property herein conveyed, hereby subrogating the Vendee to all the rights and actions, to be enjoyed and exercised in the same manner as they might have been by the Vendor, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Vendee. This Sale of the Property by the Vendor to the Vendee is expressly made subject to all restrictions, servitudes, easements, and rights of way of record.

Redhibition Waiver. Except with regard to warranty of title dealt with in the preceding paragraph, Vendee expressly waives all warranties as to the condition of the Property, whether implied by this Act of Cash Sale or any other writing or representation, as well as all warranties

17535.002
139328:DOMINBI

Act of Cash Sale – Page 2 of 5

provided by law. This waiver shall apply to all warranties (except warranty of title) of any nature, express or implied, including without limitation warranties of fitness for a particular purpose or otherwise. Vendee acknowledges that under Articles 2520 through 2548 of the Louisiana Civil Code, and other provisions of law, this sale would ordinarily include a warranty, implied by law, against redhibitory defects or vices in the property. Vendee expressly waives any and all of such warranty with respect to all defects, whether apparent or latent, visible or not, and regardless of whether Vendee is presently aware of such defects. Vendee acknowledges that he has had access to the property herein sold for the purpose of conducting inspections and has conducted such inspections and tests as he deemed appropriate. Vendee further acknowledges that the sale price was negotiated and agreed upon after consideration of the terms of this paragraph, and that he understands the significance of this waiver.

Vendor's Initials: *E.B.*
9/28/04

Vendee's Initials: *JB*

Purchase Price. This Sale is made and accepted for and in consideration of the price and sum of \$988,716.78. Vendor hereby acknowledges the full payment of the purchase price by the Vendee, and the Vendor's receipt and adequacy of the purchase price.

Waiver of Certificates. The parties hereto waive the attachment of mortgage, conveyance, and tax certificates and relieve and release the undersigned Notary Public from all responsibility in connection therewith.

Proration of Taxes. The Vendor warrants that all taxes assessed against the Property herein conveyed through the year 2004 are paid. The ad valorem property taxes for 2005 shall be prorated.

Separate Property of Vendor and Vendee. Each Vendor hereby represents and warrants that his/her interest in the Property is his/her separate property. The Vendee is acquiring the Property as her separate property.

Reservation of Minerals. The Vendor hereby reserves an undivided 50% of 61.80%, or 30.90%, of the minerals located beneath the surface of the Property; provided however, that the Vendor acknowledges and agrees that surface rights for the exploration and/or production of said minerals (including seismic activities) are prohibited. The parties hereby acknowledge that by act of cash sale of even date herewith, the Vendor is conveying to Davis-Goodale, L.L.C. the remaining 38.20% undivided interest in the Property and reserving to Vendor 50% of 38.20%, or 19.10% of the minerals underlying the Property. It is the intent of the parties that after this conveyance and the sale to Davis-Goodale, L.L.C. that Vendor will own an undivided 50% of the minerals underlying the Property.

THUS DONE AND PASSED, on the 11 day of April, 2005, by Ulysse L. Breaux and Collette Ann Breaux Beauregard, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Vendors, and me, Notary, after reading of the whole.

WITNESSES: (as to all signatures)

Judy Gaspard
Printed Name: Judy Gaspard
Charmaine LeBlanc
Printed Name: Charmaine LeBlanc

VENDOR:

Ulysse L. Breaux
ULYSSE L. BREAUX

Collette Ann Breaux Beauregard
COLLETTE ANN BREAUX
BEAUREGARD

Billy J. Domingue BILLY J. DOMINGUE
NOTARY PUBLIC NOTARY PUBLIC
My commission expires at death Parish of Lafayette, State of LA.
Bar or Notary No.: 5012 BAR NO. 5012

THUS DONE AND PASSED, on the 11 day of April, 2005, by Patrick J. Breaux, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Vendor, and me, Notary, after reading of the whole.

WITNESSES:

Judy Gaspard
Printed Name: Judy Gaspard
Charmaine LeBlanc
Printed Name: Charmaine LeBlanc

VENDOR:

Patrick J. Breaux
PATRICK J. BREAUX

Billy J. Domingue
NOTARY PUBLIC
My commission expires at death
Bar or Notary No.: 5012

BILLY J. DOMINGUE
NOTARY PUBLIC
Parish of Lafayette, State of LA.
BAR NO. 5012

17535.002
139328:DOMINBI

Act of Cash Sale - Page 4 of 5

THUS DONE AND PASSED, on the 8 day of April, 2005, by the Vendee, in the presence of the undersigned competent witnesses, who hereunto sign their names with the Vendee, and me, Notary, after reading of the whole.

WITNESSES:

Debbie Falcon
Printed Name: Debbie Falcon

Megan Hargrave
Printed Name: Megan Hargrave

VENDEE:

Joy Boyd
JOY BOYD

NOTARY PUBLIC

My commission expires at death
Bar or Notary No.: 5012

BILLY J. DOMINGUE
NOTARY PUBLIC
Parish of Lafayette, State of LA.
BAR NO. 5012

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
PO Box 2009
800 South Buchanan
Lafayette, LA 70502
(337) 291-6400

First VENDOR

DAVIS GOODALE LLC

First VENDEE

CLECO POWER LLC

Index Type : Conveyances


File Number : 2011-00023984

Type of Document : Servitude

Recording Pages : 3

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 06/17/2011

At (Recorded Time) : 9:43:57AM



Doc ID - 031817110003



**CLECO POWER LLC
SERVITUDE AGREEMENT
TO TRANSFER ELECTRIC ENERGY**

Recorded _____

COB _____ Pg. _____

Project No. 03ALPTRN03WELLAB

Agent No. Gregory S. Harkins

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that DAVIS-GOODALE, L.L.C., a Louisiana Limited Liability Company

(by: R. Hamilton Davis, Manager)

, Grantor, for and in consideration of the sum of Sixty Thousand and 00/100 (\$ 60,000.00)

Dollars, cash in hand paid, and other valuable considerations, receipt of which is hereby acknowledged, does by these presents, grant, convey, warrant, and deliver unto **Cleco Power LLC**, its successors and assigns (herein called Grantee), the right, privilege and easement to enter upon and to erect, construct, extend, maintain, inspect, operate, replace, remove, and repair a transmission line, consisting of a single or multiple line of poles and/or towers supporting single or multiple electric circuits, with conductors, wires, cross-arms, guy wires, conduits, stubs, and other usual, necessary or proper fixtures for the transmission of electric energy, and communications, together with all necessary foundations, anchors and braces to properly support same, ~~and the right to place anchors and guy wires outside the described servitude~~ in sufficient numbers to adequately brace its structures any place or places where such described servitude makes an angle, with the right to replace wood structures with metal structures and metal structures with wood structures at any time and from time to time without further payment, together with a Right of Way Varies See Plat feet in width and the right to open, clear and maintain said Right of Way and to keep the same clear of underbrush, trees and other obstructions which in the judgment of Grantee might interfere with or constitute a hazard to the operations of said transmission line, and with the free right of ingress and egress to and from and upon said Right of Way for the purpose of constructing, extending, maintaining, inspecting, operating, replacing, removing and repairing at will said transmission line and appurtenances thereto; upon, over and across the following described lands, situated in the Parish of Lafayette, State of Louisiana, and more particularly described as follows:

A certain tract of land located in Section(s) 14, Township 9 South, Range 4 East, Ward 6, Parish of Lafayette, Louisiana.
Route of new right of way and guying locations more particularly shown on Tract WL-0710, a copy which is attached hereto and made a part hereof.

The Grantee shall also have the right and privilege to patrol, alter, inspect, improve, repair and remove such poles, towers, lines, wires, guys, cables, attachments, equipment and appurtenances including the right to increase or decrease the number of electric circuits and wires and all other rights and privileges necessary or convenient for the full use and enjoyment of the Right of Way herein granted for the purposes herein described, including the right of ingress and egress by the use of private roads or passageways to and from said Right of Way over adjoining lands of the Grantor. The Grantee shall have the right to remove trees adjacent to said Right of Way which are or may become tall enough to constitute a hazard to the use of said transmission line, and shall pay to the Grantor the stumpage value of such trees, as timber, when removed.

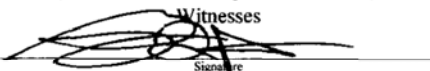
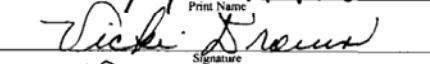
This Right of Way and easement is granted and accepted subject to the following restrictions:

This Right of Way does not convey any interest whatever in any oil, gas or other minerals in, on or under the above described land. It is understood that in granting this Right of Way and easement the following items are included and settled by the execution hereof:

The Grantee hereby agrees to pay any other damages, not included in the above settlement, which may be inflicted by it in the construction and maintenance of the said transmission lines and electric circuits, provided an itemized claim thereof shall be presented by the Grantor in writing to the office of the Grantee at Pineville, Louisiana, within ninety days after the damage is done.

Grantor retains the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within said servitude, but Grantor may fence any or all of the said property.

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this 1st day of October, 20 10, in the presence of two competent witnesses, who sign as such with Grantor after due reading.

Witnesses

Signature
Gregory S. Harkins
Print Name

Signature
Vicki Drouin
Print Name

DAVIS-GOODALE, L.L.C.
Signature
By: R. HAMILTON DAVIS, Manager S.S.N. _____
Print Name
Signature
S.S.N. _____
Print Name

Grantor

Cleco Power LLC

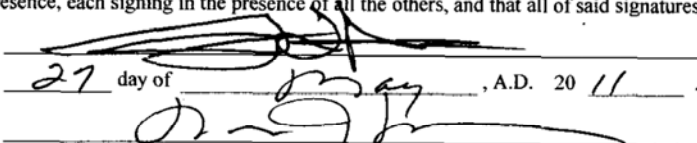
By Madelaine A. Sant Grantee

STATE OF LOUISIANA

PARISH OF Rapides

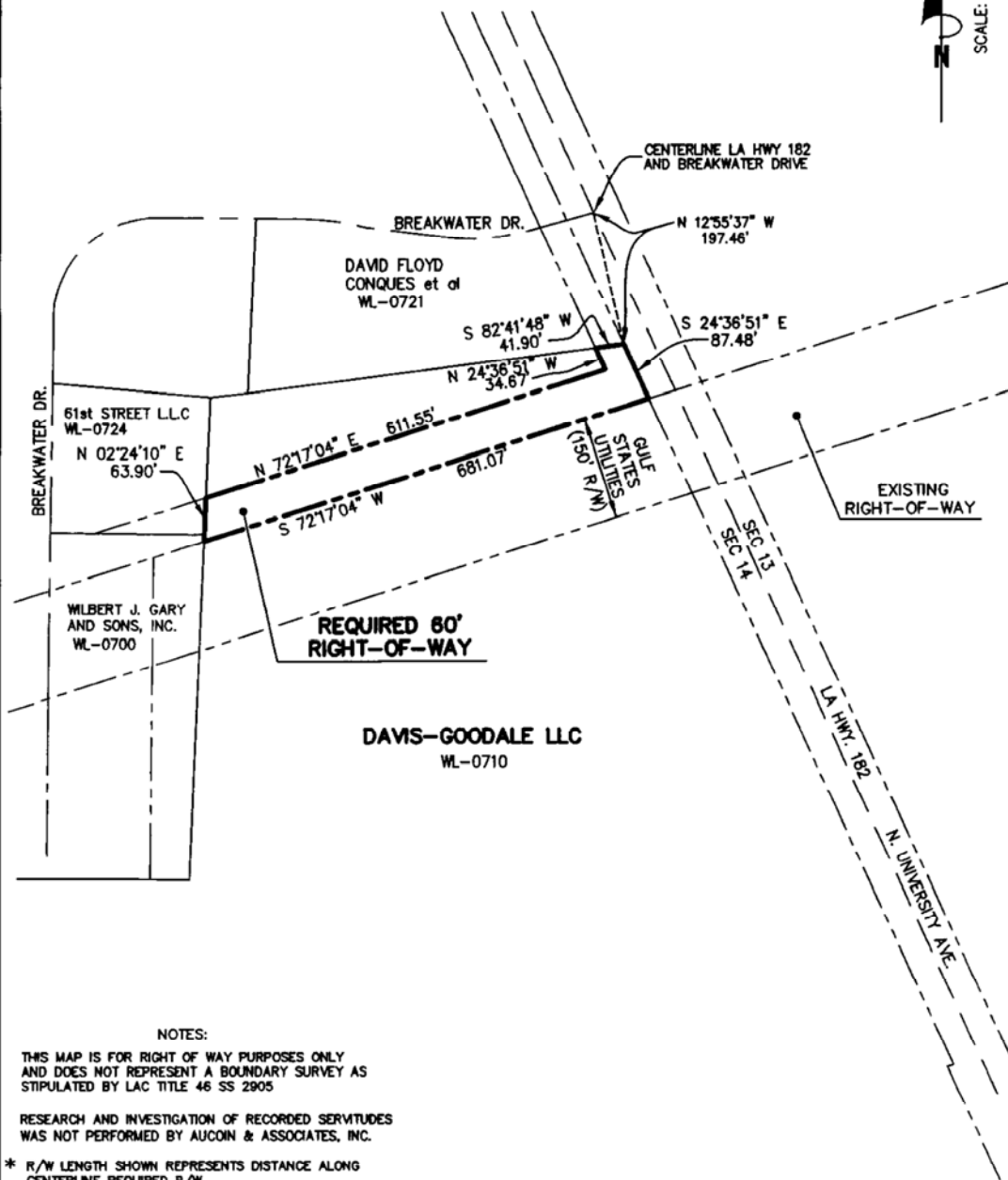
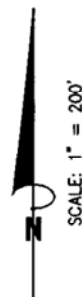
BEFORE ME, the undersigned authority, personally came and appeared Gregory S. Harkins, who, being first duly sworn, did depose and say that he signed the within foregoing instrument as a witness, in the presence of the Grantor and another subscribing witness, all of whom signed in his presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

SWORN TO AND SUBSCRIBED before me this 27 day of May, A.D. 20 11.


Notary Public

RONALD J. LACOMBE # 42123
Notary Public, Rapides Parish, LA
My Commission is Issued For Life

**T-9-S, R-4-E
LAFAYETTE PARISH, LOUISIANA**



10/5/2010

NOTES:

THIS MAP IS FOR RIGHT OF WAY PURPOSES ONLY
AND DOES NOT REPRESENT A BOUNDARY SURVEY AS
STIPULATED BY LAC TITLE 46 SS 2905

RESEARCH AND INVESTIGATION OF RECORDED SERVITUDES
WAS NOT PERFORMED BY AUCOIN & ASSOCIATES, INC.

* R/W LENGTH SHOWN REPRESENTS DISTANCE ALONG
CENTERLINE REQUIRED R/W.

TRACT WL-0710	R/W WIDTH-VARIES	*R/W LENGTH-707.39'	REQUIRED AREA-0.95 ACRE
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CLECO
Cleco Power LLC

CLECO ELECTRIC LINE RIGHT OF WAY
ACROSS THE PROPERTY OF
DAVIS-GOODALE LLC

IN SECTION 14, T-9-S, R-4-E
LAFAYETTE PARISH, LOUISIANA



AUCOIN & ASSOCIATES, INC.
CONSULTING ENGINEERS
AND LAND SURVEYORS
EUNICE, LOUISIANA

DRAFTPERSON	JFM	DATE	08/23/10
CHECKED		DATE	

A & A FILE: 09-0017

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
PO Box 2009
800 South Buchanan
Lafayette, LA 70502
(337) 291-6400

First VENDOR

DAVIS GOODALE LLC

First VENDEE

LAF-CITY PARISH CONSOLIDATED GOVERN

Index Type : Conveyances

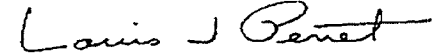
File Number : 2010-00010333

Type of Document : Dedication

Recording Pages : 2

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 03/23/2010

At (Recorded Time) : 11:22:35:000 AM



Doc ID - 029627780002



PLAT

SEE PLAT FILING CABINET

2010-10333

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STATE OF LOUISIANA
PARISH OF LAFAYETTE

ACT OF DEDICATION OF SERVITUDE(S)

BE IT KNOWN, that on this 22 day of March, 2010 before me, the undersigned Notary Public, duly commissioned and qualified as such in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

Davis – Goodale, LLC c/o R. Hamilton “Hammy” Davis
who, after being first duly sworn, did depose and declare that:

Appearer is the owner of certain property more fully described as follows, to wit: That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, advantages and appurtenances thereon and thereunto appertaining to be known and declared as Lot 1 of Hero's Point Subdivision, located in the Parish of Lafayette as shown and set forth in that certain plat of survey prepared by Paul L Miers, Registered Land Surveyor, dated the 8th day of March 20 10 a copy of which is attached hereto and made a part hereof.

Appearer has submitted the hereinabove referenced plat of survey to the Lafayette City-Parish Department of Planning, Zoning and Codes in order to have plat approval issued by said Department. In connection therewith and in order to obtain such approval, Appearer does by these presents dedicate, create and establish exclusively in favor of the City-Parish, for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the City-Parish to use same or who as a result of this dedication may derive any benefit therefrom, any and all rights of way, rights of passage, utility servitudes, drainage servitudes, and all other items shown on the plat of survey referenced herein.

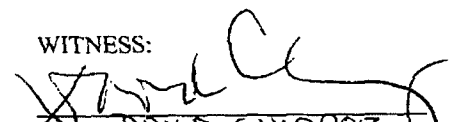
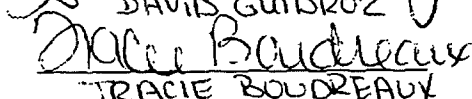
Appearer declares that in connection herewith, Appearer grants a perpetual predial servitude(s) in favor of the City-Parish and such other persons, entities or estates who are given authority by said Government to use the servitudes, rights of passage, rights of way and other items shown on the attached plat of survey, or who may as a result of this grant of servitude derive any benefit therefrom, and in connection therewith agrees that the City-Parish and any such individuals, entities and estates as are authorized by the City-Parish shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating any and all utility, drainage and other improvements, and in connection therewith, may, within the confines of said servitudes as shown on the plat, clear brush, trees and other items or obstacles as may interfere with the free use of said servitudes; construct drainage, electric, sewer, and water and other utility facilities; remove all obstacles which would hamper or preclude the exercise of the servitude; and otherwise have full access for the purpose of utilizing and maintaining the servitudes and any improvements hereafter or heretofore constructed therein, or thereon. Appearer agrees to provide for the perpetual maintenance of any and all drainage ditches, including roadside ditches and other sewage receptors of effluent and other discharges from any and all sewer systems, to the extent they have not been accepted for maintenance by Lafayette Consolidated Government, on the property within the subdivision and to perform and have performed all actions necessary to maintain, clean, clear or improve said waste water discharge as necessary and/or required by law.

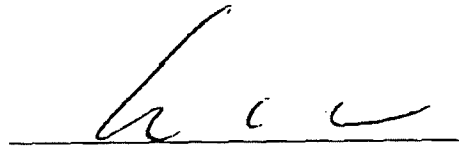
In connection with the exercise of the use of the servitudes created hereby, the City-Parish, for the ultimate benefit of the public and any other persons, entities or estates, shall have such access as is appropriate or reasonably necessary, both within and without the actual confines of the servitudes, as same are shown on said plat, to access said servitudes in order to maintain same, improve same, construct appropriate improvements, structures and appurtenances with regard thereto, in accordance with the relevant provisions of the Louisiana Civil Code, and in particular Article 745 thereof.

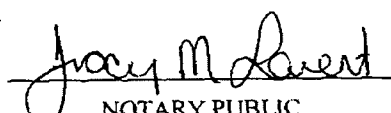
The purpose of this Act is to dedicate to the City-Parish, for the ultimate benefit of the public, all utility servitudes, rights of way and other matters as reflected on the plat of survey and to provide for the use and enjoyment of same by the public. In that regard, however, this dedication is made in favor of the City-Parish, which will have full authority to regulate the use of said servitudes, rights of way, rights of passage and other items shown on said plat. The servitudes shall be subject to full use by the Lafayette City-Parish Consolidated Government and those authorized by it for the purposes for which they are intended by those having the need or responsibility of providing utilities, drainage or other services to the properties or estates to be serviced or benefited by said servitudes, whether contiguous or not.

THUS DONE AND PASSED on the date first hereinabove written, before me, Notary, and in the presence of the undersigned competent witnesses, after due reading of the whole.

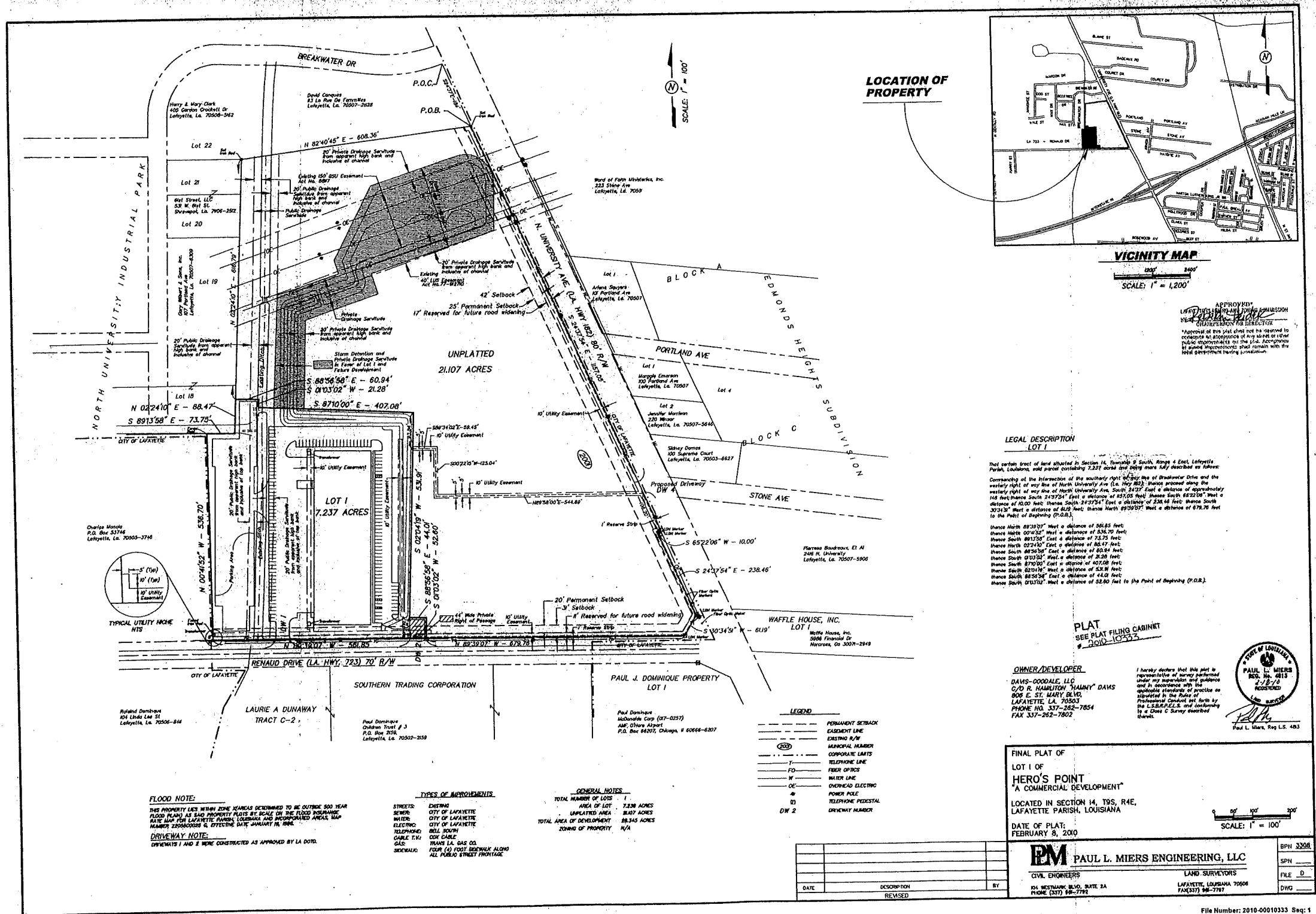
WITNESS:


DAVID GUIDROZ

TRACIE BOUDREAUX


Davis – Goodale, LLC c/o R. Hamilton “Hammy” Davis


NOTARY PUBLIC
TRACY M. LAURENT
ID 78595

PLAT
SEE PLAT FILING CABINET
2010-10333



Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
PO Box 2009
800 South Buchanan
Lafayette, LA 70502
(337) 291-6400

First VENDOR

DAVIS GOODALE LLC

First VENDEE

ENTERGY GULF STATES LOUISIANA LLC

Index Type : Conveyances

File Number : 2008-00036301

Type of Document : Right Of Way

Recording Pages : 6

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for
Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 08/26/2008

At (Recorded Time) : 9:29:40:000 AM



Doc ID - 021985680006



PLAT

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2008-36301

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STATE OF LOUISIANA
PARISH OF LAFAYETTE

PLAT

SEE PLAT FILING CABINET

2008-36301

RIGHT-OF-WAY INSTRUMENT
ENTERGY GULF STATES LOUISIANA, L.L.C.

KNOW ALL MEN BY THESE PRESENTS THAT: DAVIS-GOODALE, L.L.C., a Louisiana limited liability company herein represented by R. Hamilton Davis, as Manager of the Company, and JOY BOYD the wife of David W. Goodale (referred to collectively, whether one or more, as "Grantor") for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign, convey and warrant unto, and defend Entergy Gulf States Louisiana, L.L.C., and its successors and assigns (collectively "Grantee"), a right-of-way, servitude and easement 150 feet in width for the location, relocation, improvements, repair, construction, reconstruction, operation, inspection, patrol, replacement, removal and maintenance of one or more electric power lines, circuit or circuits and/or communication facilities, now or in the future, including, but not necessarily limited to, poles, towers, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee (hereinafter "Grantee's facilities") over, across, under or on that land of Grantor in the Parish of Lafayette, State of Louisiana described as follows, to-wit:

That certain tract of land containing 28.345 acres located in Section 14, Township 9 South, Range 4 East, Lafayette Parish, Louisiana. Being the same property as described in the act of sale recorded in the conveyance records of Lafayette Parish under File No. 2005-00015417.

Unless otherwise herein specifically provided, the right-of-way shall be described as follows, to-wit:

That certain Gulf States Utilities Company Easement, located in Section 14, Township 9 South, Range 4 East, Lafayette Parish, Louisiana, said easement being more fully described as follows:

Commencing at the intersection of the westerly right of way line of North University Avenue and the northerly right of way line of Renaud Drive said point being the Point of Commencement (P.O.C.), thence proceed along the westerly right of way line of North University Avenue, North 24°37'54" West a distance of 238.46 feet; thence continue along said right of way line, North 65°22'06" East a distance of 10.00 feet; thence continuing along said right of way line, North 24°37'54" West a distance of 917.89 feet to the Point of Beginning (P.O.B.).

Thence South 72°13'25" West a distance of 754.65 feet; thence North 02°24'10" East a distance of 159.81 feet; thence North 72°13'25" East a distance of 681.49 feet; thence South 24°37'54" East a distance of 151.08 feet to the Point of Beginning (P.O.B.) as shown on the sketch prepared by Paul L. Miers Engineering dated May 9, 2008, attached hereto and made a part hereof.

Grantor hereby grants to Grantee the rights of ingress and egress at any time, without notice, to, from, or along said right-of-way across the adjoining land of the Grantor, including, but not limited to, the passage of vehicles and equipment upon said right-of-way; and the right of Grantee to assign this agreement to any affiliate of Grantee, or purchaser of Grantee's transmission lines affected by this agreement. In addition, Grantee acknowledges that the land of Grantor affected by this agreement and the surrounding land of Grantor is a commercial business development and Grantee agrees to exercise its rights hereunder in a manner that will not unduly interfere with the operations of said business development.

Grantee shall have the full and continuing right, without further compensation, to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which Grantee considers a hazard to any of Grantee's facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry. As used in this paragraph, "hazard" includes any trees, limbs, and/or vegetation that Grantee determines are tall enough that if they fell may strike, hit, or come in contact with any of Grantee's facilities. Payment for such cutting of trees, limbs and other vegetation outside of the right-of-way is included in the initial consideration paid to Grantor.

Grantee shall pay Grantor for physical damages to Grantor's buildings or other structures located outside said right-of-way and to Grantor's growing annual crops, road, bridges and fences caused by the construction and maintenance of Grantee's facilities.

Grantor retains the right to use for Grantor's own purposes the land covered by the said right-of-way so long as such use does not interfere with Grantee's use of said right-of-way and other rights herein granted.

Grantor, except as specifically and expressly stated herein, shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool, water impoundment, excavation or well, excepting only Grantor's fence(s) and Grantee's facilities. Notwithstanding anything herein to the contrary, Grantor is entitled to construct or permit the construction of a retention pond as shown on the drawing attached hereto as Exhibit "A". Grantor shall repair, construct, reconstruct, operate and maintain such retention pond in manner such that it shall not interfere with Grantee's facilities or Grantee's access to such facilities, including ingress and egress through and across Grantor's adjacent property. Grantee hereby acknowledges that the location, installation and construction of such retention pond does not interfere with the rights granted to Grantee's predecessor in interest under that certain Easement, dated December 14, 1928, and recorded in Conveyance Book Y8, page 538, bearing file number 88117 of the records of Lafayette Parish, Louisiana. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Right-of-Way Instrument on this _____ day of _____, 2008.

WITNESSES:

[Signature]
Print: David Guidon

[Signature]
Print: Flo Meadows

GRANTOR: DAVIS-GOODALE, L.L.C.

[Signature]
Print: R. HAMILTON DAVIS, MANAGER

WITNESSES:

[Signature]
Print: LUKE MINYARD

[Signature]
Print: David Guidon

GRANTOR: JOY BOYD

[Signature]
Print: JOY BOYD

WITNESSES:

[Signature]
Print: John S. Taulon

[Signature]
Print: KENNETH T. DUHON

GRANTEE: ENTERGY GULF STATES
LOUISIANA, L.L.C.

[Signature]
Print: Donovan Guilbeau, Manager of Right of Way

ACKNOWLEDGMENTS

STATE OF LOUISIANA

PARISH OF Lafayette

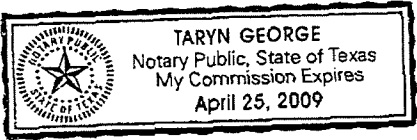
On this 1 day of August, 2008, before me appeared R. Hamilton Davis, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the Manager of DAVIS-GOODALE, L.L.C. and that said instrument was signed on behalf of said company by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said company.

[Signature]
NOTARY PUBLIC
Print Name: Caryl L. Horn
Bar Roll/Notary #: 52285
My Commission Expires: With Life

ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF Texas

On this 4th day of August, 2008, before me appeared **JOY BOYD**, in the presence of the undersigned competent witnesses, who hereunto sign their names with the Grantor, and me, Notary, after reading of the whole.



Taryn George
NOTARY PUBLIC
Print Name: Taryn George
Bar Roll/Notary #: N/A
My Commission Expires: April 25, 2009

ACKNOWLEDGMENT

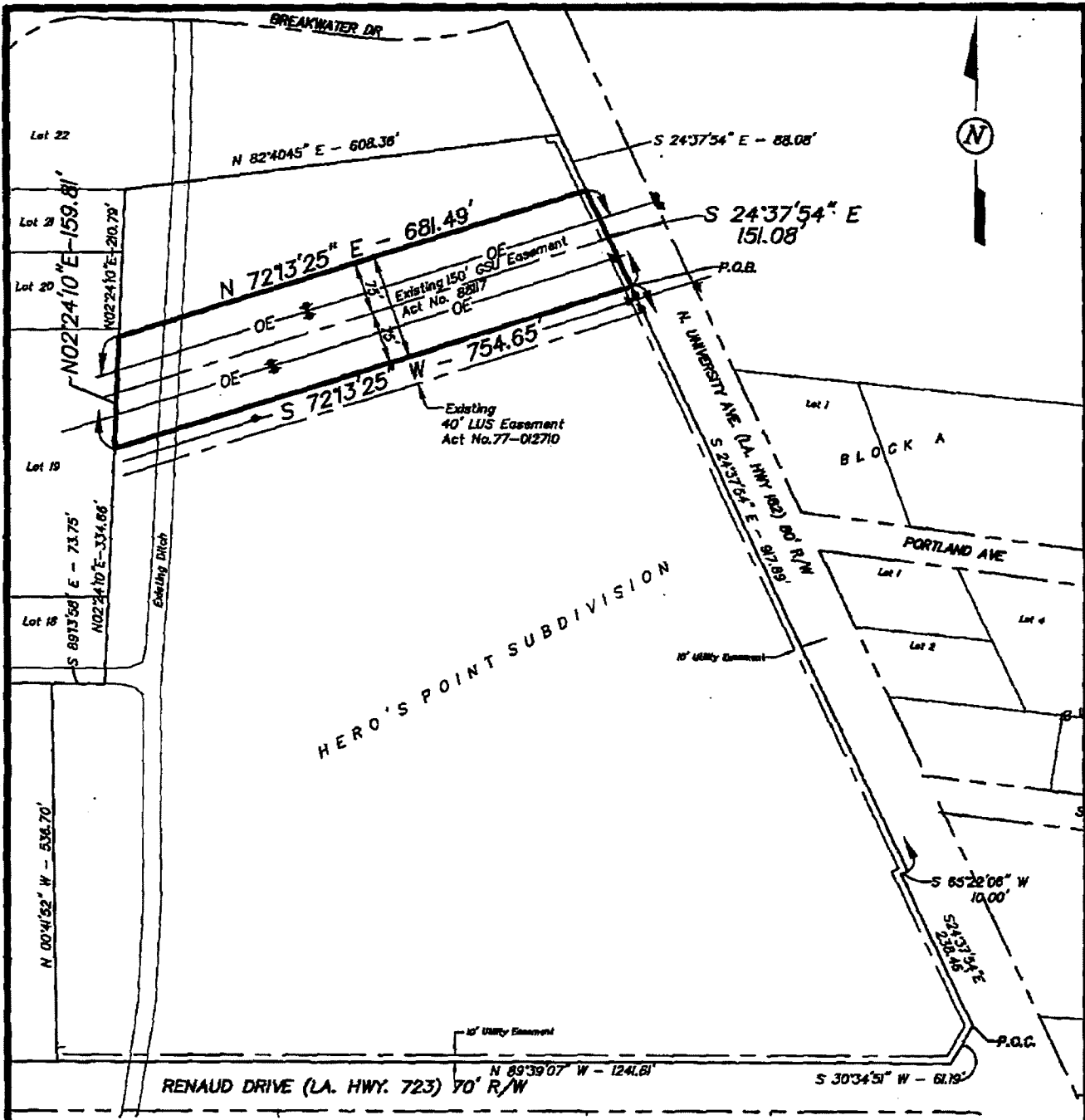
STATE OF LOUISIANA
PARISH OF CALCASIEU

BEFORE ME, the undersigned notary, personally came and appeared KENNETH T. DUHON, who being first sworn, did depose and say that he/she signed the foregoing instrument as a witness in the presence of Grantor, and another subscribing witness, all of whom signed in my presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

Kenneth T. Duhon
Appearing Witness

Sworn to and subscribed before me this 26th day of August, 2008.

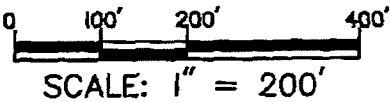
Paul R. Rosteet
Notary Public
Paul R. Rosteet
Notary Public
ID # 8510
Parish of Calcasieu
Commission Expires At Death



* Act No. 88117 Recorded in Lafayette Parish Clerk of Court Office

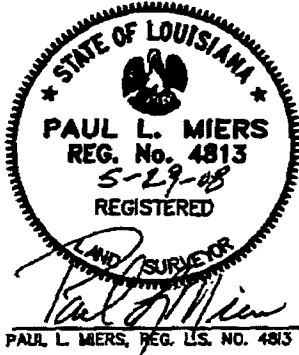
THE PURPOSE OF THIS PLAT IS TO SHOW, WITH BEARINGS AND DIMENSIONS, THE LOCATION OF THE EXISTING 150' GULF STATES UTILITY EASEMENT LOCATED WITHIN HERO'S POINT SUBDIVISION.

PLAT SHOWING LOCATION OF
EXISTING 150' GULF STATES UTILITIES COMPANY EASEMENT
ACQUIRED UNDER ACT NO. 88117 *
LOCATED IN SECTION 14, T9S, R4E,
LAFAYETTE PARISH, LOUISIANA
DATE OF PLAT:
MAY 9, 2008



PM PAUL L. MIERS ENGINEERING, LLC

CIVIL ENGINEERS LAND SURVEYORS
104 WESTMARK BLVD, SUITE 2A LAFAYETTE, LOUISIANA 70506
PHONE (337) 981-7792 FAX (337) 981-7797



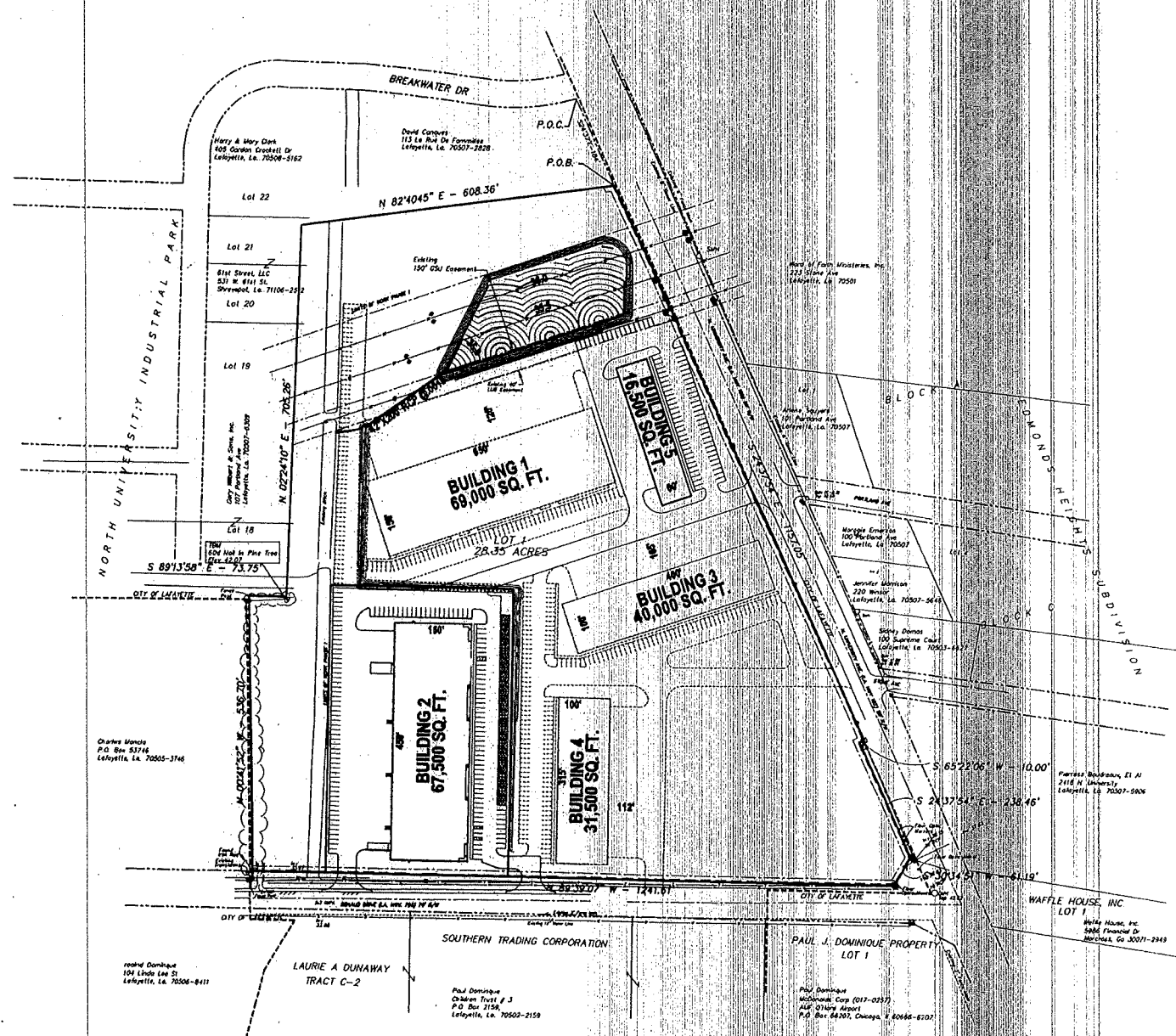
DATE	DESCRIPTION	BY	BPN 3308	SPN 09
	REVISED		FILE A	DWG

LEGAL DESCRIPTION
GULF STATES UTILITIES COMPANY EASEMENT

That certain Gulf States Utilities Company Easement, located in Section 14, Township 9 South, Range 4 East, Lafayette Parish, Louisiana, said easement being more fully described as follows:

Commencing at the intersection of the westerly right of way line of North University Avenue and the northerly right of way line of Renaud Drive said point being the Point of Commencement (P.O.C.) , thence proceed along the westerly right of way line of North University Avenue, North 24°37'54" West a distance of 238.46 feet; thence continue along said right of way line, North 65°22'06" East a distance of 10.00 feet; thence continuing along said right of way line, North 24°37'54" West a distance of 917.89 feet to the Point of Beginning (P.O.B.).

Thence South 72°13'25" West a distance of 754.65 feet;
thence North 02°24'10" East a distance of 159.81 feet;
thence North 72°13'25" East a distance of 681.49 feet;
thence South 24°37'54" East a distance of 151.08 feet to the Point of Beginning (P.O.B.)



LEGAL DESCRIPTION

That certain tract of land situated in Section 14, Township 9 South, Range 4 East, Lafayette Parish, Louisiana, said parcel containing 28.35 acres and being more fully described as follows:

Commencing at the intersection of the southerly right of way line of Brookwater Drive and the westerly right of way line of North University Ave. (R.A. Hwy 122), thence proceed along the westerly right of way line of North University Ave. South 24°33' East a distance of approximately 143 feet to the Point of Beginning (P.O.B.)

Thence South 24°37'34" East a distance of 1157.05 Acers,
 Thence North 85°22'06" West a distance of 1000 feet to
 Thence South 24°37'51" East a distance of 238.46 feet,
 Thence South 30°34'51" West a distance of 611.19 feet;
 Thence North 67°50'51" West a distance of 1241.61 feet;
 Thence North 67°50'51" West a distance of 536.46 feet;
 Thence North 07°41'53" West a distance of 536.46 feet;
 Thence North 89°17'50" East a distance of 13.75 feet;
 Thence North 07°24'10" East a distance of 705.28 feet,
 Thence North 67°40'45" East a distance of 808.38 feet to the Point of Beginning (P.O.B.)

PLAT

SEE PLAT FILING CABINET

2008-36301

FLOOD NOTE:

THIS PROPERTY LIES WITHIN FLOOD HAZARD AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN AS SAID PROPERTY PLOTS BY SCALE ON THE FLOOD INSURANCE RATE MAP FOR LAFAYETTE PARISH, LOUISIANA AND INCORPORATED AREAS, MAP NUMBER 22005C00055 G, EFFECTIVE DATE JANUARY 18, 1996.

File Number: 2008-00036301 Seq: 1

EXHIBIT A

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
PO Box 2009
800 South Buchanan
Lafayette, LA 70502
(337) 291-6400

First VENDOR

DAVIS GOODALE LLC

First VENDEE

LAF-CITY

Index Type : Conveyances

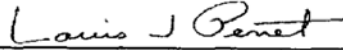
File Number : 2008-00034892

Type of Document : Servitude

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 08/18/2008

At (Recorded Time) : 11:13:02:000 AM



Doc ID - 021954870004



Do not Detach this Recording Page from Original Document

File Number: 2008-00034892 Seq: 1

STATE OF LOUISIANA

PARISH OF LAFAYETTE

SERVITUDE AGREEMENT

THIS UTILITY SERVITUDE AGREEMENT ("Permanent Utility Servitude Agreement") is entered into on the day and dates hereinafter set forth by and between Davis-Goodale, LLC, whose mailing address is 806 East St. Mary Boulevard, Lafayette, LA 70503, ("Grantor"), and the **CITY OF LAFAYETTE**, a political subdivision of the State of Louisiana, represented herein by Terry J. Huval, Director, Lafayette Utilities System, whose mailing address is Post Office Box 4017-C, Lafayette, Louisiana 70502 ("Grantee"), subject to terms and conditions hereinafter set forth.

For and in consideration of the mutual benefits to Grantee and Grantor to be derived from Grantor constructing, routing, locating, installing, utilities and necessary appurtenances thereto in the Parish of Lafayette, Louisiana, and for other good and valuable consideration, Grantor does hereby grant, transfer, convey, assign, set over and deliver unto and in favor of the City of Lafayette, its successors and assigns, the following:

That certain permanent personal servitude of right of use for the installation, construction, repair, replacement, operation, maintenance, improvement of utilities, including particularly electricity and water, (the "Permanent Utility Servitude") over, on, through, within, under, and/or across the following described strip of land, together with all rights of ingress and egress thereto:

That certain parcel of land located in Section 14, Township 9 South, Range 4 East, Lafayette Parish, Louisiana containing 4,577 sq. ft. more particularly located at 2001 North University Avenue and shown on plat titled "Plat showing Permanent Utility Servitude II To Be Dedicated To Lafayette Utilities By Davis-Goodale, LLC" Dated August 4, 2008, prepared by Paul Miers Engineering L.L.C. and identified on plat and the letters A, B, C, D, E, F, A..

Grantee does hereby accept the above-described Permanent Utility - Servitude on the terms and conditions herein provided. Grantor and Grantee acknowledge that, relative to and in connection with the servitude herein granted, Grantee shall have full, complete and unrestricted use and enjoyment of such servitude and any and all rights afforded to Grantee by the laws of the State of Louisiana, subject to the terms, conditions and restrictions contained in this Servitude Agreement.

Grantor agree and give Grantee permission, at any time and from time to time, for the removal, cutting, and/or trimming of all improvements, trees, shrubs, and/or underbrush located over, on, within, under, through and/or across the Permanent Utility- Servitude that would, in Grantee's sole and uncontrolled discretion, hinder, disrupt, and/or interfere with Grantee's unrestricted use and enjoyment of the Permanent Utility - Servitude.

The existence of the Permanent Utility - Servitude shall not deprive Grantor of the use of the surface of the property encompassed by and/or within the Permanent Utility - Servitude, provided that such use shall not interfere with Grantee's unrestricted use and enjoyment of the Permanent Utility - Servitude. Notwithstanding anything to the contrary contained in this Servitude Agreement, Grantor shall not erect and/or construct buildings, permanent improvements and/or other structures over, on, under and/or across the property encompassed by and/or within the Permanent Utility - Servitude.

Simultaneously with the execution of this Servitude Agreement, Grantee agrees to supply Grantor with a utility(s) service. Grantor acknowledges that the consideration provided herein constitutes full and final settlement for the servitude herein granted and for any and all diminution in the value of Grantors' remaining property as a result of the grant of such servitude for the purposes stated herein.

Grantor and Grantee agree that this Servitude Agreement may be executed in any number of counterparts. It shall not be necessary for the signatures of all persons to appear on each counterpart to bind any party. All counterparts shall collectively constitute a single instrument. Additionally, a signature or notarial acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and thereafter attached to another identical counterpart. It shall not be necessary in making proof of this Servitude Agreement, or for purposes of recordation, to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties' signatory.

This Servitude Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

THUS DONE AND PASSED, as to Davis-Goodale, LLC, % R. Hamilton "Hammy" Davis, at Lafayette, Louisiana, on this 6th day of August, 2008, in the presence of the undersigned competent witnesses, who hereunto sign their names with Grantor and me, Notary, after due reading of the whole.

WITNESSES:

[Signature]
(Signature of Witness Here)

Paul Kratzer
(Name Of Witness - Please Print)

[Signature]
(Signature of Witness Here)

Dani Guadalupe
(Name Of Witness - Please Print)

GRANTOR:

[Signature]
Davis-Goodale, LLC
c/o R. Hamilton "Hammy" Davis

[Signature]
NOTARY PUBLIC
Print Name: Diane G. Coe
Notary Identification No. 13373
(My commission expires Life)

THUS DONE AND PASSED, as to the CITY OF LAFAYETTE, at Lafayette, Louisiana, on the 12th day of August, 2008, in the presence of the undersigned competent witnesses, who hereunto sign their names with Grantee and me, Notary, after due reading of the whole.

WITNESSES:

[Signature]
(Signature of Witness Here)

Angela Clark
(Name Of Witness - Please Print)

[Signature]
(Signature of Witness Here)

Helen Briggs
(Name Of Witness - Please Print)

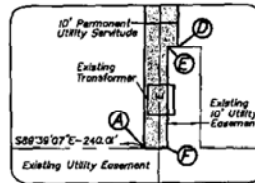
GRANTEE:

CITY OF LAFAYETTE

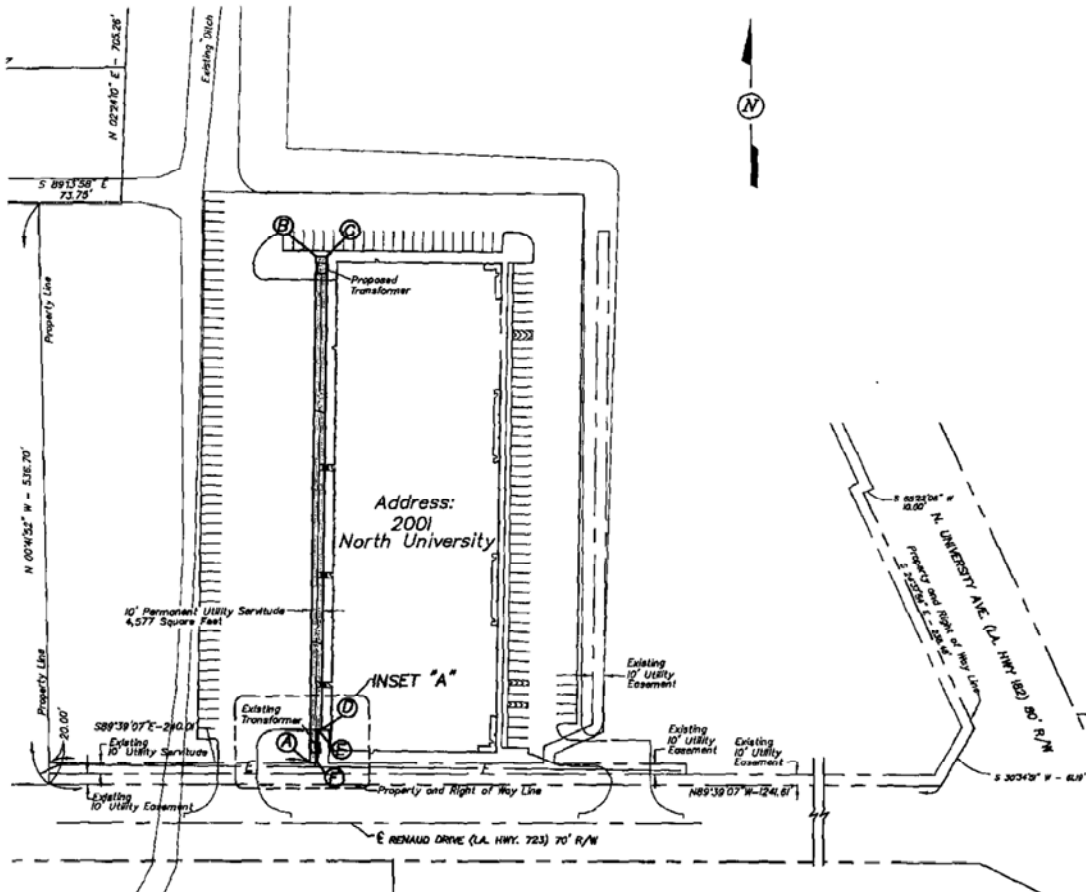
By: [Signature]
Terry J. Huval, Director,
Lafayette Utilities System

[Signature]
NOTARY PUBLIC
Print Name: Nannette M. Goss
Notary Identification No. 8022
(My commission expires at death)

A-B	N01°03'02"E-466.97'
B-C	N88°56'58"W-10.00'
C-D	S01°03'02"W-436.21'
D-E	S89°07'52"E-3.05'
E-F	N00°52'08"E-30.66'
F-A	S89°39'07"E-7.04'



INSET "A"
Not To Scale



The purpose of this plat is to show the location of a Utility Servitude and not for any other purpose

OWNER
DAVIS-GOODALE, LLC
808 E. ST. MARY BLVD.
LAFAYETTE, LA. 70503
PHONE NO. 337-262-7854
FAX 337-262-7802

LEGEND
 PERMANENT UTILITY SERVITUDE
 ALPHABETIC LETTER TO DESCRIBE LIMITS OF EASEMENT
 EXISTING EASEMENT LINE
 ELECTRIC CONDUITS

PLAT SHOWING
PERMANENT UTILITY SERVITUDE II
TO BE DEDICATED TO
LAFAYETTE UTILITY SYSTEM
BY
DAVIS-GOODALE, LLC

LOCATED IN SECTION 14, T9S, R4E,
LAFAYETTE PARISH, LOUISIANA

DATE OF PLAT:
AUGUST 4, 2008



0 50' 100' 200'
SCALE: 1" = 100'

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
PO Box 2009
800 South Buchanan
Lafayette, LA 70502
(337) 291-6400

First VENDOR

DAVIS GOODALE LLC

First VENDEE

LAFAYETTE CITY OF

Index Type : Conveyances


File Number : 2008-00026820

Type of Document : Servitude

Recording Pages : 3

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 06/23/2008

At (Recorded Time) : 3:09:53:000 PM



Doc ID - 021583540003



PLAT
SEE PLAT FILING CABINET
2008-26820

Do not Detach this Recording Page from Original Document

STATE OF LOUISIANA

PARISH OF LAFAYETTE

SERVITUDE AGREEMENT

THIS UTILITY SERVITUDE AGREEMENT ("Permanent Utility Servitude Agreement") is entered into on the day and dates hereinafter set forth by and between Davis-Goodale, LLC, whose mailing address is 806 East St. Mary Boulevard, Lafayette, LA 70503, ("Grantor"), and the **CITY OF LAFAYETTE**, a political subdivision of the State of Louisiana, represented herein by Terry J. Huval, Director, Lafayette Utilities System, whose mailing address is Post Office Box 4017-C, Lafayette, Louisiana 70502 ("Grantee"), subject to terms and conditions hereinafter set forth.

For and in consideration of the mutual benefits to Grantee and Grantor to be derived from Grantor constructing, routing, locating, installing, utilities and necessary appurtenances thereto in the Parish of Lafayette, Louisiana, and for other good and valuable consideration, Grantor does hereby grant, transfer, convey, assign, set over and deliver unto and in favor of the City of Lafayette, its successors and assigns, the following:

That certain permanent personal servitude of right of use for the installation, construction, repair, replacement, operation, maintenance, improvement of utilities, including particularly electricity and water, (the "Permanent Utility Servitude") over, on, through, within, under, and/or across the following described strip of land, together with all rights of ingress and egress thereto:

That certain parcel of land located in Section 14, Township 9 South, Range 4 East, Lafayette Parish, Louisiana containing 11,227 sq. ft. more particularly located at 2001 North University Avenue and shown on plat titled "Plat showing Permanent Utility Servitude To Be Dedicated To Lafayette Utilities By Davis-Goodale, LLC" Dated January 17, 2008, prepared by Paul Miers Engineering L.L.C. and identified on plat and the letters A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, A..

Grantee does hereby accept the above-described Permanent Utility - Servitude on the terms and conditions herein provided. Grantor and Grantee acknowledge that, relative to and in connection with the servitude herein granted, Grantee shall have full, complete and unrestricted use and enjoyment of such servitude and any and all rights afforded to Grantee by the laws of the State of Louisiana, subject to the terms, conditions and restrictions contained in this Servitude Agreement.

Grantor agree and give Grantee permission, at any time and from time to time, for the removal, cutting, and/or trimming of all improvements, trees, shrubs, and/or underbrush located over, on, within, under, through and/or across the Permanent Utility- Servitude that would, in Grantee's sole and uncontrolled discretion, hinder, disrupt, and/or interfere with Grantee's unrestricted use and enjoyment of the Permanent Utility - Servitude.

The existence of the Permanent Utility - Servitude shall not deprive Grantor of the use of the surface of the property encompassed by and/or within the Permanent Utility - Servitude, provided that such use shall not interfere with Grantee's unrestricted use and enjoyment of the Permanent Utility - Servitude. Notwithstanding anything to the contrary contained in this Servitude Agreement, Grantor shall not erect and/or construct buildings, permanent improvements and/or other structures over, on, under and/or across the property encompassed by and/or within the Permanent Utility - Servitude.

Simultaneously with the execution of this Servitude Agreement, Grantee agrees to supply Grantor with a utility(s) service. Grantor acknowledges that the consideration provided herein constitutes full and final settlement for the servitude herein granted and for any and all diminution in the value of Grantors' remaining property as a result of the grant of such servitude for the purposes stated herein.

PLAT

SEE PLAT FILING CABINET

2008-26820


File Number: 2008-00026820 Seq: 2

Grantor and Grantee agree that this Servitude Agreement may be executed in any number of counterparts. It shall not be necessary for the signatures of all persons to appear on each counterpart to bind any party. All counterparts shall collectively constitute a single instrument. Additionally, a signature or notarial acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and thereafter attached to another identical counterpart. It shall not be necessary in making proof of this Servitude Agreement, or for purposes of recordation, to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties' signatory.


This Servitude Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

THUS DONE AND PASSED, as to Davis-Goodale, LLC, % R. Hamilton "Hammy" Davis, at Lafayette, Louisiana, on this _____ day of _____, 2008, in the presence of the undersigned competent witnesses, who hereunto sign their names with Grantor and me, Notary, after due reading of the whole.

WITNESSES:



(Signature of Witness Here)

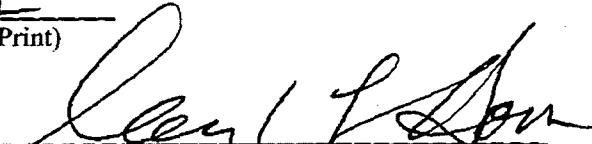
Paul Kratzer
(Name Of Witness - Please Print)


(Signature of Witness Here)

David Guidroz
(Name Of Witness - Please Print)

GRANTOR:


Davis-Goodale, LLC
% R. Hamilton "Hammy" Davis



NOTARY PUBLIC
Print Name: Caryl L. Horn
Notary Identification No. 52285
(My commission expires with 1.18)

THUS DONE AND PASSED, as to the **CITY OF LAFAYETTE**, at Lafayette, Louisiana, on the 13th day of June, 2008, in the presence of the undersigned competent witnesses, who hereunto sign their names with Grantee and me, Notary, after due reading of the whole.

WITNESSES:


(Signature of Witness Here)


Angela Clark
(Name Of Witness - Please Print)

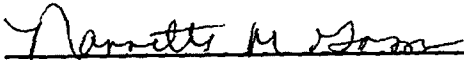

(Signature of Witness Here)

Nancy A. Huval
(Name Of Witness - Please Print)

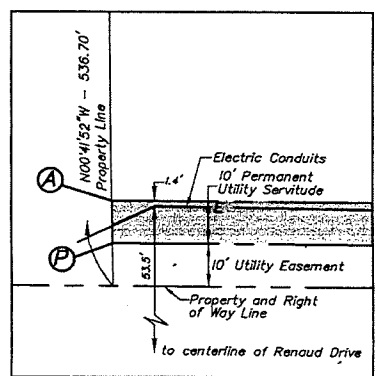
GRANTEE:

CITY OF LAFAYETTE

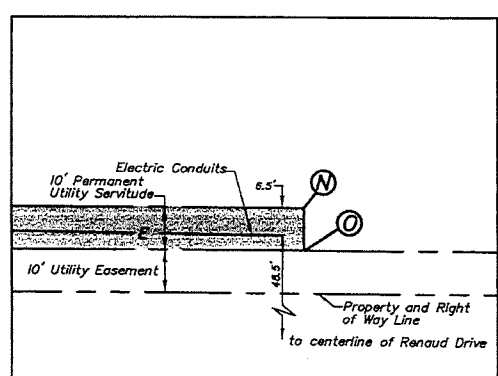
By: 
Terry J. Huval, Director,
Lafayette Utilities System


NOTARY PUBLIC
Print Name: Nannette M. Gossen
Notary Identification No. 80722
(My commission expires at death)

PLAT
SEE PLAT FILING CABINET
2008-26820

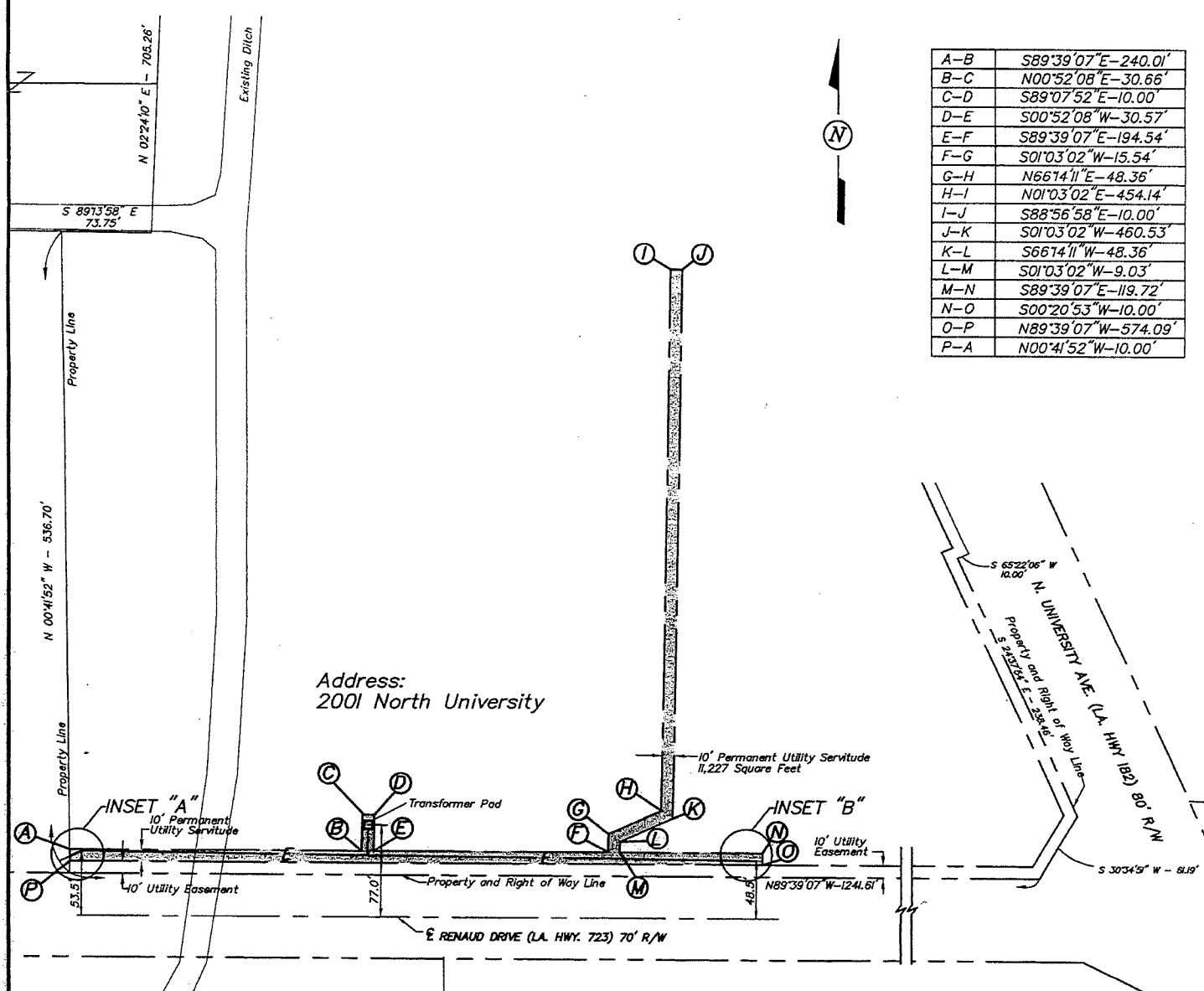


INSET "A"
(NOT TO SCALE)



INSET "B"
(NOT TO SCALE)

A-B	S89°39'07"E-240.01'
B-C	N00°52'08"E-30.66'
C-D	S89°07'52"E-10.00'
D-E	S00°52'08"W-30.57'
E-F	S89°39'07"E-194.54'
F-G	S01°03'02"W-15.54'
G-H	N66°14'11"E-48.36'
H-I	N01°03'02"E-454.14'
I-J	S88°56'58"E-10.00'
J-K	S01°03'02"W-460.53'
K-L	S66°14'11"W-48.36'
L-M	S01°03'02"W-9.03'
M-N	S89°39'07"E-119.72'
N-O	S00°20'53"W-10.00'
O-P	N89°39'07"W-574.09'
P-A	N00°41'52"W-10.00'



The purpose of this plat is to show the location of a Utility Servitude and not for any other purpose

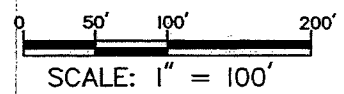
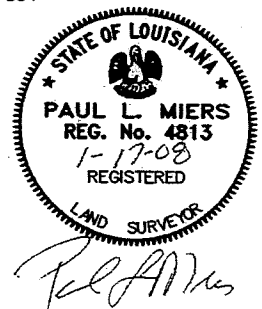
OWNER
DAVIS-GOODALE, LLC
806 E. ST. MARY BLVD.
LAFAYETTE, LA. 70503
PHONE NO. 337-262-7854
FAX 337-262-7802

- LEGEND
- PERMANENT UTILITY SERVITUDE
 - ALPHABETIC LETTER TO DESCRIBE LIMITS OF EASEMENT
 - EXISTING EASEMENT LINE
 - ELECTRIC CONDUITS

PLAT SHOWING
PERMANENT UTILITY SERVITUDE
TO BE DEDICATED TO
LAFAYETTE UTILITY SYSTEM
BY
DAVIS-GOODALE, LLC

LOCATED IN SECTION 14, T9S, R4E,
LAFAYETTE PARISH, LOUISIANA

DATE OF PLAT:
JANUARY 17, 2008



Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
PO Box 2009
800 South Buchanan
Lafayette, LA 70502
(337) 291-6400

First VENDOR

DAVIS GOODALE LLC

First VENDEE

LAF-CITY PARISH CONSOLIDATED GOVERN

Index Type : Conveyances

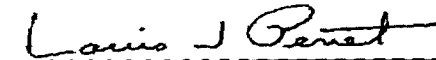
File Number : 2006-00034135

Type of Document : Servitude

Recording Pages : 5

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for
Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 08/04/2006

At (Recorded Time) : 10:21:08:000 AM



Doc ID - 007747110005



Do not Detach this Recording Page from Original Document

File Number: 2006-00034135 Seq: 1

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT

Servitude Agreement

STATE OF LOUISIANA

PARISH OF LAFAYETTE

PROJECT: MARCON INDUSTRIAL PARK OUTFALL

NAME: DAVIS-GOODALE, L.L.C.

WHEREAS, the Lafayette City-Parish Consolidated Government hereinafter referred to as GRANTEE, desires to construct and/or maintain a DRAINAGE improvement; and

WHEREAS, on the property of the herein above identified property owner, hereinafter referred to as the GRANTOR, the described improvement has been deemed in the best interest of the PUBLIC by the Lafayette City-Parish Consolidated Government,

NOW, THEREFORE, for and in consideration of the mutual benefits to the GRANTEE and the GRANTOR to be derived from this improvement, the undersigned GRANTOR hereby grants unto the GRANTEE the necessary servitude and right-of-way for the construction, improvements, and maintenance of the hereinabove described facilities through and across said property in Lafayette Parish, Louisiana.

THIS servitude is more fully described as:

PROJECT/COULEE NAME: Marcon Industrial Park Outfall

DRAINAGE SERVITUDE:

Temporary Access Servitude: 20 feet.

Temporary Construction/Spoil Servitude: 10 feet.

As shown on attached drawing prepared by Lafayette Consolidated Government, dated June 24, 1998, file no. D-1998-14, and on file at the Lafayette Consolidated Government Public Works Department.

All access servitudes will be twenty (20) feet from the top bank of the drainage facility and will remain at twenty (20) feet to include any man-made or natural changes to the top bank.

Any temporary servitude granted shall terminate immediately upon completion and acceptance of this project.

IT IS FURTHER AGREED AND UNDERSTOOD THAT:

(1) GRANTOR gives permission for removal of all improvements, trees shrubbery, and undergrowth in the servitude(s) that would hinder the accomplishment of the said project.

(2) In consideration of this permission, the GRANTEE shall:

- a. Keep the aforementioned removal of all improvements, trees etc., to a minimum.
- b. Fill and grade the affected areas of the GRANTORS property to assist in proper drainage
- c. Other:

RIGHT OF WAY AGENT

Miki Briggs

Approval of Conditions

Chief Right-of-Way Agent

Project Engineer

THUS DONE AND SIGNED in the Parish of Lafayette, Louisiana, this 7th day of July, 2006, in the presence of the undersigned competent witnesses, who sign with appearers and after due reading of the whole.

WITNESSES:

[Signature]
[Signature]

GRANTOR:

[Signature]
Hamilton Davis

WITNESSES:

Anne P. Roswacher
Geil C. Delbert

GRANTEE:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

BY: [Signature]
L.L. Durel, Jr.
City-Parish President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME appeared Mary S. Briggs, who after being sworn, deposed that he witnessed all signatures to the foregoing instrument and knows that the parties executed same of their own free will and for the purpose stated in his presence and in the presence of the other named witnesses.

WITNESSES:

Hilda Edmond
[Signature]

Mary S. Briggs
APPEARER

Patry Gauthier
NOTARY PUBLIC

Patry Gauthier, Notary Public
Lafayette Parish, State of Louisiana
Notary ID# 13616
Notary Commission Expiration: Lifetime

THUS DONE AND SIGNED in the Parish / County of Jefferson, State of Texas,
this 6 day of July, 2006, in the presence of the undersigned competent
witnesses, who sign with appearers and after due reading of the whole.

WITNESSES:

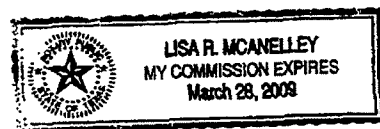
[Signature]
Gant Cholette

GRANTOR:

[Signature]
David Goodale

SWORN TO AND SUBSCRIBED before me, the undersigned Notary in and for
the Parish/County and State hereinabove stated, and on the date heretofore stated.

[Signature]
NOTARY PUBLIC



3-28-2009
My commission expires

WITNESS:

GRANTEE:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

Anne P. Resweber
Gail C. Hebert

BY: [Signature]
L. J. Durel, Jr.
City-Parish President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME appeared Mary S. Briggs, who after being sworn, deposed
that he witnessed all signatures to the foregoing instrument and knows that the parties executed same of their
own free will and for the purpose stated in his presence and in the presence of the other named witnesses.

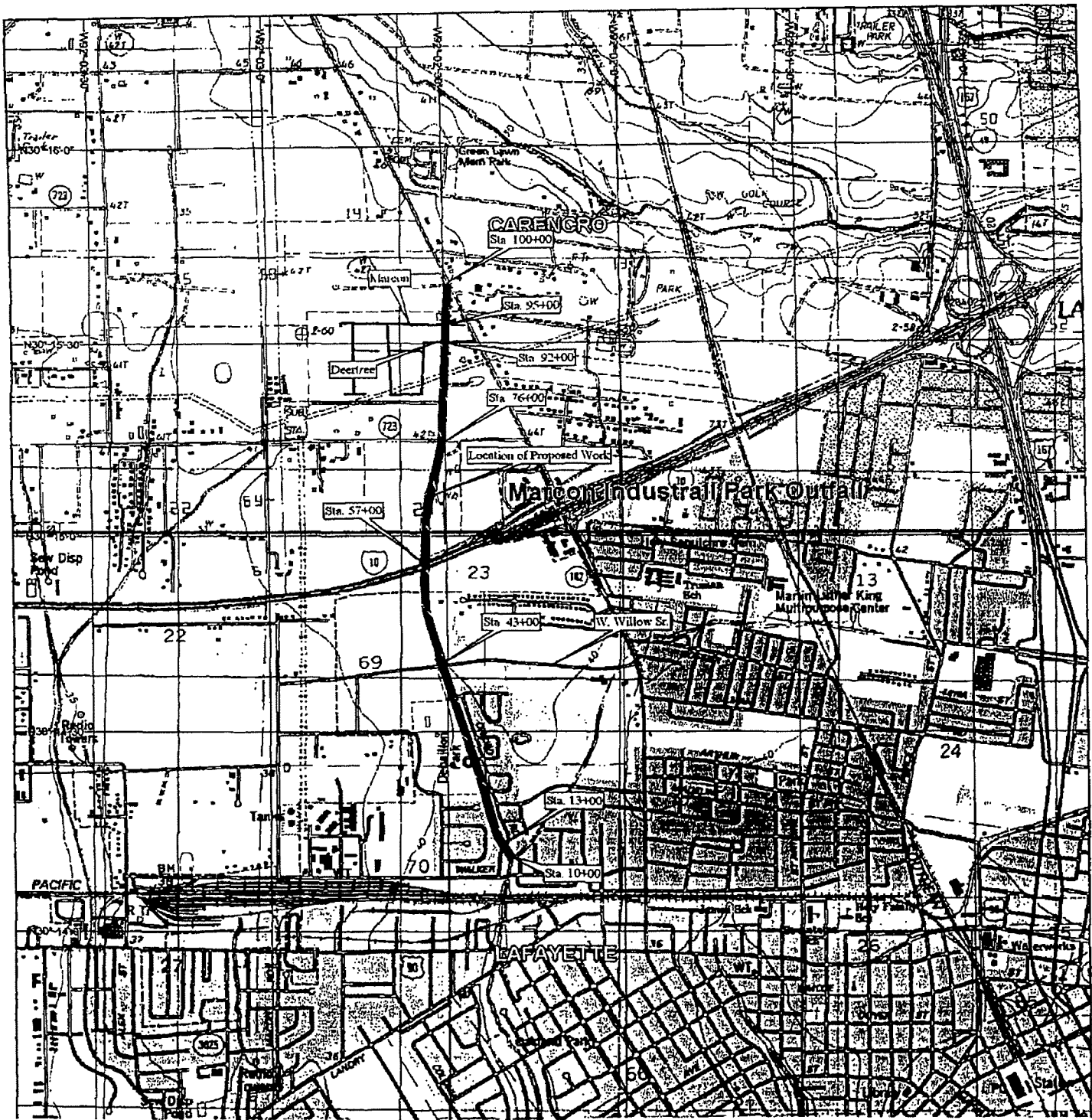
WITNESSES:

Hilda Edmond
[Signature]

Mary S. Briggs
APPEARER

[Signature]
NOTARY PUBLIC

Patry Gauthier, Notary Public
Lafayette Parish, State of Louisiana
Notary ID# 13616
Notary Commission Expiration: Lifetime



Scale: 1" = 2000'

Lafayette, LA Quadrangle
7.5 Minute Edition 1983

@10+00=Lat. N30° 14' 12"
@10+00=Long. W92° 02' 20"

Application: Lafayette Consolidated Government

STATE OF LOUISIANA
PARISH OF LAFAYETTE

Drawing Showing Location of Proposed Drainage
Improvements of

Marcon Industrial Park Outfall

Located in Sections 14, 23, 69 & 70, T9S, R4E, Lafayette Parish,
LA.

File No. D-1998-14

June 24, 1998

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
PO Box 2009
800 South Buchanan
Lafayette, LA 70502
(337) 291-6400

First VENDOR

DAVIS GOODALE LLC

First VENDEE

LAF-CITY PARISH CONSOLIDATED GOVERN

Index Type : Conveyances

File Number : 2005-00042797

Type of Document : Servitude

Recording Pages : 5

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 09/20/2005

At (Recorded Time) : 3:04:59:000 PM



Doc ID - 007039980005



Do not Detach this Recording Page from Original Document

File Number: 2005-00042797 Seq: 1

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT

Servitude Agreement

STATE OF LOUISIANA

PARISH OF LAFAYETTE

PROJECT: KYLE STREET OUTFALL

NAME: DAVIS-GOODALE, L.L.C.

WHEREAS, the Lafayette City-Parish Consolidated Government hereinafter referred to as GRANTEE, desires to construct and/or maintain a DRAINAGE improvement; and

WHEREAS, on the property of the herein above identified property owner, hereinafter referred to as the GRANTOR, the described improvement has been deemed in the best interest of the PUBLIC by the Lafayette City-Parish Consolidated Government,

NOW, THEREFORE, for and in consideration of the mutual benefits to the GRANTEE and the GRANTOR to be derived from this improvement, the undersigned GRANTOR hereby grants unto the GRANTEE the necessary servitude and right-of-way for the construction, improvements, and maintenance of the hereinabove described facilities through and across said property in Lafayette Parish, Louisiana.

THIS servitude is more fully described as:

PROJECT/COULEE NAME: Kyle Street Outfall

DRAINAGE SERVITUDE:

Permanent Drainage Servitude: Within the natural banks of the coulee/ditch located on the property of referenced owner.

Permanent Access Servitude: 20 feet.

Temporary Construction/Spoil Servitude: 10 feet.

As shown on attached drawing prepared by Lafayette Consolidated Government, dated January 6, 2005, file no. D-2005-1, and on file at the Lafayette Consolidated Government Public Works Department.

All access servitudes will be twenty (20) feet from the top bank of the drainage facility and will remain at twenty (20) feet to include any man-made or natural changes to the top bank.

Any temporary servitude granted shall terminate immediately upon completion and acceptance of this project.

IT IS FURTHER AGREED AND UNDERSTOOD THAT:

(1) GRANTOR gives permission for removal of all improvements, trees shrubbery, and undergrowth in the servitude(s) that would hinder the accomplishment of the said project.

(2) In consideration of this permission, the GRANTEE shall:

- a. Keep the aforementioned removal of all improvements, trees etc., to a minimum.
- b. Fill and grade the affected areas of the GRANTORS property to assist in proper drainage
- c. Other:

RIGHT OF WAY AGENT Miki Briggs
Approval of Conditions Cindy B. Dupont Benj. Stute
Chief Right-of-Way Agent Project Engineer

THUS DONE AND SIGNED in the Parish of Lafayette, Louisiana, this 8th day of August, 2005, in the presence of the undersigned competent witnesses; who sign with appearers and after due reading of the whole.

WITNESSES:

Kym P. White
Michael J. [Signature]

GRANTOR:

[Signature]
L. Harrison Dore

WITNESSES:

Anne P. Resweller
Paul C. Hebert

GRANTEE:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

BY:

[Signature]
L. J. Durel, Jr.
City-Parish President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME appeared Mary S. Briggs who after being sworn, deposed that he witnessed all signatures to the foregoing instrument and knows that the parties executed same of their own free will and for the purpose stated in his presence and in the presence of the other named witnesses.

WITNESSES:

[Signature]
Cindy B. Dupont

Mary S. Briggs
APPEARER

Patsy Gauthier
NOTARY PUBLIC

Patsy Gauthier, Notary Public
Lafayette Parish, State of Louisiana
Notary ID# 13616
Notary Commission Expiration: Lifetime

THUS DONE AND SIGNED in the Parish / County of Jefferson, State of TEXAS
this 6th day of September, 2005 in the presence of the undersigned competent
witnesses, who sign with appearers and after due reading of the whole.

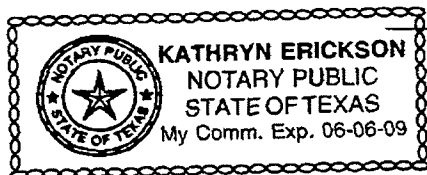
WITNESSES:

[Signature]
LISA DAVIS
Vince Ann Taylor

GRANTOR:

[Signature]
David Goodale

SWORN TO AND SUBSCRIBED before me, the undersigned Notary in and for
the Parish/County and State hereinabove stated, and on the date heretofore stated.



Kathryn Erickson
NOTARY PUBLIC

6/6/09
My commission expires

WITNESS:

Anne P. Resweller
Paul C. Hebert

GRANTEE:

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT

BY: [Signature]
L. J. Durell Jr.
City-Parish President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME appeared Mary S. BRIGGS, who after being sworn, deposed
that he witnessed all signatures to the foregoing instrument and knows that the parties executed same of their
own free will and for the purpose stated in his presence and in the presence of the other named witnesses.

WITNESSES:

[Signature]
Cindy B. Dupont

Mary S. Briggs
APPEARER

Patsy Gauthier
NOTARY PUBLIC

Patsy Gauthier, Notary Public
Lafayette Parish, State of Louisiana
Notary ID# 13616
Notary Commission Expiration: Lifetime



Scale: 1" = 2000'

Carencro, LA Quadrangle
7.5 Minute Edition 1983

@10+00=Lat. N30° 15' 21"
@10+00=Long. W92° 02' 31"

Application: Lafayette Consolidated Government

STATE OF LOUISIANA
PARISH OF LAFAYETTE

Drawing Showing Location of Proposed Drainage
Improvements of

Kyle Street Outfall

Located in Section 14, T9S, R4E, Lafayette Parish, LA.

File No. D-2005-1

January 6, 2005

FILE NO. 1A-IF-055200-33220
RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED (HEREINAFTER CALLED GRANTOR) FOR AND IN CONSIDERATION OF THE SUM OF Ten and no/100 DOLLARS (\$ 10.00) IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, AND DELIVER TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, A NEW YORK CORPORATION, ITS SUCCESSORS, ASSIGNS, LESSEES AND/OR AGENTS (HEREINAFTER CALLED GRANTEE), AN EXCLUSIVE RIGHT-OF-WAY, SERVITUDE AND EASEMENT 6.0 FEET IN WIDTH WITHIN WHICH TO CONSTRUCT, OPERATE, MAINTAIN, ALTER, REPAIR, CHANGE THE SIZE OF, REPLACE AND REMOVE TELECOMMUNICATIONS CABLE SYSTEMS, AS THE GRANTEE MAY FROM TIME TO TIME REQUIRE, INCLUDING, BUT NOT LIMITED TO, UNDERGROUND LIGHTGUIDE FIBER OPTICS CABLE SYSTEMS, SPLICE BOXES, WIRES, PIPE, CONDUIT, SURFACE MARKERS, MANHOLES, AND OTHER APPURTENANCES, UPON, OVER, UNDER AND THROUGH CERTAIN LANDS IN WHICH THE UNDERSIGNED HAS AN INTEREST, SITUATED IN THE PARISH OF Lafayette, STATE OF LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

For description, see Exhibit "B" attached.

IT IS UNDERSTOOD AND AGREED THAT SAID CABLE SHALL BE BURIED TO A MINIMUM DEPTH OF THIRTY-SIX (36) INCHES.

GRANTOR RESERVES THE RIGHT TO CONSTRUCT ROADS, FENCES, PARKING LOTS, ETC. ACROSS SAID RIGHT-OF-WAY AS LONG AS GRANTOR DOES NOT CHANGE THE GRADE OVER THE CABLE AS CONSTRUCTED.

SURFACE MARKERS AND OTHER ABOVE GROUND APPURTENANCES SHALL BE PLACED AT PROPERTY LINES.

IT IS UNDERSTOOD AND AGREED THAT THIS AGREEMENT IS FOR ONE (1) COMMUNICATIONS CABLE SYSTEM ONLY.

TOGETHER WITH RIGHTS OF INGRESS AND EGRESS OVER AND ACROSS ALL ADJACENT AND OTHER LANDS OF THE UNDERSIGNED TO AND FROM SAID STRIP FOR THE PURPOSE OF EXERCISING THE RIGHTS HEREIN GRANTED: THE RIGHT TO CLEAR AND KEEP CLEARED ALL TREES, ROOTS, BRUSH, AND OTHER OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE OF SAID STRIP AND THE RIGHT TO INSTALL GATES IN ANY FENCES CROSSING SAID STRIP.

THE CABLE SYSTEM IS TO BE MORE PARTICULARLY LOCATED AS SHOWN ON THE PLAT ATTACHED, MARKED EXHIBIT "A," AND MADE A PART OF THIS AGREEMENT. THE CABLE SHALL HAVE ITS LOCATION INDICATED UPON SURFACE MARKERS SET AT INTERVALS ALONG SAID STRIP OR IN THE VICINITY THEREOF.

GRANTOR COVENANTS THAT NO EXCAVATION, BUILDING, STRUCTURE OR OBSTRUCTION WILL BE CONSTRUCTED OR PERMITTED ON SAID RIGHT-OF-WAY AND SERVITUDE.

IN ADDITION TO THE CONSIDERATION SPECIFIED ABOVE, GRANTEE SHALL PAY GRANTOR ACTUAL DAMAGES TO CROPS, TIMBER, LIVESTOCK, FENCES, TILE DRAIN, BUILDINGS, PRIVATE ROADS AND OTHER IMPROVEMENTS, CAUSED BY GRANTEE ON SAID LANDS IN THE EXERCISE OF THE RIGHTS HEREIN GRANTED.

EXHIBIT "B"

TRACT I. That certain parcel of land situated in the parish of Lafayette, Louisiana, measuring eighteen and two-fifths arpents (18 2/5 arpents) and being bounded north by Gerac, heirs or assigns, south by public road leading to Scott, east by public highway leading from Lafayette to Carencro and west by land of Emilie Breaux or assigns and being the same property acquired by act numbered 42144, recorded in Book S3 at page 448 of the recorder's office of the parish of Lafayette, Louisiana.

LESS AND EXCEPT:

- A. A certain tract of land expropriated by the State of La. from Pearly J. Breaux, et ux, recorded 03/15/65, Book K-45, Page 423, Civil Suit #33773.
- B. A certain tract of land expropriated by the State of LA. from Pearly J. Breaux, et ux, recorded 01/12/61, Book C-34, Page 304, Civil Suit #25648.

TRACT II. That certain tract of land situated in the parish of Lafayette, Louisiana, containing six and forty two hundredths (6.42/100) arpents bounded north and west by Louise Gerac or assigns, south by vendor and east by public highway leading from Lafayette to Carencro, as shown on plat of survey by W. B. Robert, surveyor attached to Act No. 56290 of the recorder's office of the parish of Lafayette, Louisiana, and being the property acquired by same act number and recorded in Book S5 at page 157.

TRACT III. One certain tract of land situated in the Parish of Lafayette, Louisiana and according to a survey made by Val E. Smith, C.E., dated January 28, 1937, and attached to Act No. 124254, records of Lafayette Parish, Louisiana, contains ten (10) arpents and is bounded North by Clifton Babineaux, South by Nicholas Hoffpauir, East by State Highway from Lafayette to Carencro and West by land of Clifton Babineaux and being the remaining ten (10) arpents of the forty (40) arpent tract acquired by Rene Delhomme by Act No. 116796 after deducting therefrom thirty (30) arpents sold by Rene Delhomme to Clifton Babineaux by Act No. 121279, records of Lafayette, Louisiana.

Being the same property acquired by Lafayette Building Ass'n from Pearly J. Breaux, by an act of even date herewith, duly recorded in the records of the clerk's office for Lafayette Parish, Louisiana.

THIS AGREEMENT, AS WRITTEN, COVERS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO OTHER REPRESENTATIONS OR AGREEMENTS, WRITTEN OR ORAL, HAVE BEEN MADE MODIFYING, ADDING TO OR CHANGING THE TERMS HEREOF.

THE TERMS, PROVISIONS AND CONDITIONS HEREOF SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS, AND ASSIGNS OF THE RESPECTIVE PARTIES HERETO.

IN WITNESS WHEREOF, THIS AGREEMENT IS SIGNED, SEALED, AND DELIVERED THIS 31st DAY OF AUGUST 19 87

WITNESSES:

[Signature]
[Signature]
[Signature]
[Signature]

GRANTORS:

[Signature]
PEARLY J. BREAU
[Signature]
LEONA S. BREAU

STATE OF LOUISIANA
PARISH OF East Baton Rouge

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE AND PARISH AFORESAID, ON THIS DAY PERSONALLY CAME AND APPEARED L. R. Beard WHO, BEING BY ME DULY SWORN, DEPOSES AND SAYS THAT HE/SHE WAS A SUBSCRIBING WITNESS TO THE ABOVE AND FOREGOING INSTRUMENT AND THAT THE SAME WAS SIGNED BY Pearly J. Breau and Leona S. Breau IN HIS/HER PRESENCE AND THE PRESENCE OF THE OTHER SUBSCRIBING WITNESS.

[Signature]
WITNESS

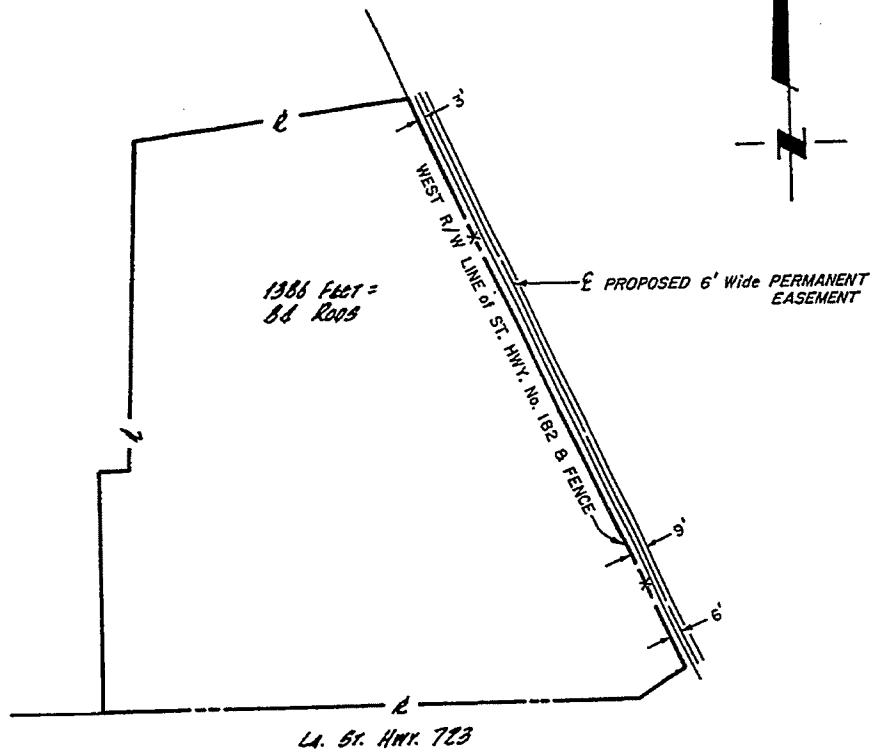
SWORN TO AND SUBSCRIBED BEFORE ME Kathryn Rester

A NOTARY PUBLIC ON THIS 10th DAY OF September, 19 87

[Signature]
NOTARY PUBLIC IN AND FOR
East Baton Rouge PARISH, LOUISIANA
My Commission is issued for life.

PART OF SECTION 14, T9S-R4E
LAFAYETTE PARISH, LOUISIANA

EXHIBIT "A"



PROPOSED LIGHT GUIDE CABLE CROSSING			DRAWN	CLINGER
PEARLY J. BREAUX PROPERTY			APPV'D	
2	Changed Easmt. Location	8/19/87	DWG. NO.	LA-LF-055200
1	R/W	9-12-87		
NO	REVISION	DATE		
SCALE N. T. S.				
DATE 4/1/87				



SERVITUDE FOR TRANSMISSION AND/OR DISTRIBUTION OF ELECTRIC POWER

STATE OF LOUISIANA

CLERK OF COURT
LAFAYETTE, LA.
THIS DAY

FILE NO.

PARISH OF Lafayette 7 JUL 27 PM 4: 12

77-012710

KNOW ALL MEN BY THESE PRESENTS: That Pearly J. Breaux,
hereinafter referred to as "Grantor" (s) of the Parish of Lafayette,
State of Louisiana, for and in consideration of the sum of \$26,300.00

cash in hand paid, and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, does hereby grant unto the CITY OF LAFAYETTE, a political subdivision of the State of Louisiana, domiciled in the Parish of Lafayette, Louisiana, its licensees, successors, and assigns, a servitude for the transmission and/or distribution of electricity, electric energy and power which specifically includes the right to enter upon and erect, construct, extend, maintain, inspect, operate, replace, remove, repair, patrol and relocate within the right-of-way two lines of wood, metal, concrete, or other type of structures, with the right to replace one structure with another type at any time with conductors, wire, crossarms, guy wires, conduits, stubs and the other usual fixtures for the transmission and/or distribution of electricity, together with all the foundations, anchors, and braces to support the same and to exercise the foregoing without further payment. This servitude is granted over, on and across the lands of the Grantor situated in the Parish of Lafayette, which are described as follows:

1. Said tract of land contains approximately 0.702 acres.
 2. Said property is bounded by land now or formerly owned by:

NORTH	<u>Floyd Joseph Conques</u>
SOUTH	<u>La. Hwy. 723 60' R/W</u>
EAST	<u>La. Hwy. 182 80' R/W</u>
WEST	<u>Floyd Joseph Conques, & Roberta Nell Grand & Earl Grand</u>
 3. Said property is situated in Section 14, Township 9S Range 4E
 4. The servitude herein granted is shown within the red lines on a plat of survey which is attached to and made part of this servitude agreement and numbered M 76-128
- The servitude herein granted is for a width of 40'

This servitude grants unto Grantee, its licensees, successors and assigns, all rights of ingress and egress for the full and complete use and occupation and enjoyment of the servitude hereby granted, including the right from time to time to cut and remove all trees, underbrush, and other obstructions situated upon the right-of-way without the payment of damages, and the further right to cut and remove from the Grantors adjacent land any and all trees which while falling may come within ten (10') feet of the electric lines, however, the cutting or removal of the trees outside of the right-of-way shall be done only upon payment of reasonable market value of such trees, after prior notice to grantor.

The Grantee agrees to pay for any damage to crops, fences and other improvements on or off the servitude which may arise from the construction, maintenance, operation, alteration, repair, removal or replacement of electric lines.

No trees shall be planted, nor any shed, building or other structure be placed or permitted on the right-of-way herein granted, provided, the owner shall have the specific right to use the land within the servitude so long as such use does not interfere with the servitude and the rights granted.

The Grantor warrants that he is the owner of the above described land through which said servitude passes, however, said warranty is limited to the return of the price paid for said servitude.

It is further understood that whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and words used in the masculine gender shall be construed to read in the feminine.

This instrument is signed on the 27 day of June, 1977, after due and complete reading of the whole.

WITNESSES:

Leon S. Broussard x Francis A. Broussard
Blaine Truelove GRANTOR
Paul D. Gaudry Emmett J. Bawa
Blaine Truelove MAYOR

STATE OF LOUISIANA: PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, personally came and appeared: the individual named below, who, after being duly sworn, declared that he is one of the subscribing witnesses whose signatures appear on the foregoing instrument, that said instrument was signed by the parties thereto as their own free act and deed, in his presence and in the presence of the other subscribing witness, for the uses and purposes expressed therein.

SWORN TO AND SUBSCRIBED before me on this 27th day of June, 1977.

Blaine Truelove
Serrano S. Shumaker
 NOTARY PUBLIC

Addendum No. 1 to Servitude for Transmission and/or Distribution, of Electric Power from Pearly J. Breaux (Grantor) to City of Lafayette (Grantee)

The City of Lafayette Agrees:

IN the event any fences are to be cut Grantee will brace said fence or fences, before cutting same and shall install gate or gates within the 40' servitude. metal

IT is further understand that Grantee's Employees or Servants will only be allowed engress and egress to said servitude thru said gate or gates.

IT is further understood that Grantee will keep gate or gates locked at all times except when Grantee's, Employees, or Servants or crossing thru said gate or gates.

IT is further understood that Grantor and Grantee will each supply their own locks & keys for equal but separte access by means of interlocking said locks one to the other for all gates located within the 40' servitude.

IT is further understood that Grantee accepts full liability for any and all damages to life and/or property that are properly established to be attributable to the construction/maintenance operation in the area.

This instrument is signed on the 27 day of June 1977 after due & complete reading of the whole.

WITNESSES:

Brian Truitt
Leonard Breaux
Brian Truitt
Paul D. Guidry

GRANTOR:

Pearly J. Breaux

GRANTEE:
CITY OF LAFAYETTE, LOUISIANA

BY: Kenneth F. Bowen
KENNETH F. BOWEN, MAYOR

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BEFORE ME, appeared Brian Truitt, who after being sworn, deposed that he witnessed all signatures to the foregoing instrument and knows that the parties executed same of their own free will and for the purposes stated in his presence and in the presence of the other named witnesses.

WITNESSES:

Ronald Brown
Berry F. Bechtel

APPEARER

Brian Truitt
Frank D. Shumaker
NOTARY PUBLIC

PLAT
SEE PLAT FILING CABINET

STATE OF LOUISIANA, THROUGH
THE DEPARTMENT OF HIGHWAYS,

VS.

PEARLY J. BREAUX ET UX

NUMBER 25648
15TH JUDICIAL DISTRICT COURT
PARISH OF LAFAYETTE
STATE OF LOUISIANA

404887

ORDER OF EXPROPRIATION

The petition, exhibits and the premises considered:

IT IS HEREBY ORDERED that the plaintiff, the State of Louisiana, through the Department of Highways, do deposit in the registry of this Court, for the use and benefit of the person or persons entitled thereto, the sum of One Thousand Six Hundred Ninety-six and 75/100 Dollars (\$1,696.75).

AND IT IS HEREBY FURTHER ORDERED that a permanent servitude of right of way on, over and across tract or parcel of land described hereinafter, together with the full ownership of all of the improvements situated wholly or partly thereon, is expropriated and taken for highway purposes as of the time of such deposit, according to law, for the Lafayette-Ossun Highway and its appurtenances, on State Route La 723, being State Project No. 828-03-03, said tract or parcel of land being described as follows, to-wit:

A certain tract or parcel of land, together with all of the improvements situated wholly or partly thereon and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Lafayette, State of Louisiana, according to a plat of survey by Acy A. Marchand, Registered Land Surveyor, dated November 28, 1960, annexed to and made a part of the above entitled and numbered suit, which said tract is located in Section Fourteen (14), Township Nine (9) South, Range Four (4) East, Parish of Lafayette, SOUTHWESTERN LAND DISTRICT, State of Louisiana, as will be more clearly shown by the said plat of survey marked as "Exhibit P-3," and which is more particularly described as follows:

Beginning at a point on the west property line of Pearly J. BreauX, said point being

thirty-five (35) feet north zero (0) degrees fifty-three (53) minutes west from the centerline of State Project No. 828-03-03, opposite Highway Survey Station 23+68.20; thence south eighty-nine (89) degrees fifty (50) minutes east along a line parallel to and thirty-five (35) feet northerly from said centerline a distance of sixty-eight and ninety-one one-hundredths (68.91) feet to a point; thence south eighty-nine (89) degrees thirty-seven (37) minutes east along a line parallel to and thirty-five (35) feet northerly from said centerline a distance of one thousand one hundred seventy-two and seventy-six one-hundredths (1,172.76) feet to a point and corner; thence north thirty-two (32) degrees fifty-two (52) minutes thirty-five (35) seconds east a distance of seventy-two and twenty-four one-hundredths (72.24) feet to a point on the existing westerly right of way line of State Route La-US 167 and corner; thence south twenty-four (24) degrees thirty-seven (37) minutes thirty-seven (37) seconds east along said existing right of way line a distance of eighty-two and sixty-nine one-hundredths (82.69) feet to a point on the existing northerly right of way line of State Route La 723 and corner; thence north eighty-nine (89) degrees thirty-seven (37) minutes west along said existing northerly right of way line a distance of one thousand two hundred forty-six and forty-six one-hundredths (1,246.46) feet to a point; thence north eighty-nine (89) degrees fifty (50) minutes west a distance of sixty-eight and sixty-two one-hundredths (68.62) feet to a point on the west property line of Pearly J. Breaux and corner; thence north zero (0) degrees thirty-five (35) minutes west along said boundary a distance of fourteen and one one-hundredth (14.01) feet to the point of beginning.

BEING a portion of the same property acquired by Pearly J. Breaux and Leona Smith Breaux by act of sale dated December 23, 1943 and recorded December 24, 1946 in book R-15, folio 258, of the conveyance records of the Parish of Lafayette, State of Louisiana.

AND IT IS HEREBY FURTHER ORDERED that the defendants, Pearly J. Breaux and his wife, Leona Smith Breaux, vacate the above described tract or parcel of land and surrender

possession thereof unto the plaintiff immediately after being served with notice of this suit.

Lafayette, Louisiana, January 12th, 1961.

L. Donald Aaron
JUDGE, FIFTEENTH JUDICIAL DISTRICT COURT

FILED THIS 12

DAY OF Jan 1961

Margaret W. Prunier
DY. CLERK OF COURT

CLERK OF COURT
LAFAYETTE, LA.
FILED

JAN 17 11 20 AM '61

634 FILED
John D. Prunier
CLERK OF COURT

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
800 South Buchanan
P.O. Box 2009
Lafayette, LA 70502-2009
(337) 291-6400

First VENDOR

DAVIS GOODALE LLC

First VENDEE

FIRST NATIONAL BANK OF LOUISIANA

Index Type : Conveyances


File Number : 2013-00015083

Type of Document : Amendment

Recording Pages : 6

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 04/15/2013

At (Recorded Time) : 11:47:16AM



Doc ID - 036384630006



**SECOND AMENDMENT TO
COLLATERAL ASSIGNMENT OF LEASES AND RENTS**

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

DAVIS-GOODALE, L.L.C., a Louisiana limited liability company (herein referred to as the "Assignor"), whose mailing address is 803 East St. Mary Boulevard, Lafayette, Louisiana 70503, and whose federal employer identification number is 20-2470555, represented herein by its Manager, R. Hamilton Davis,

AND

FIRST NATIONAL BANK OF LOUISIANA, a national banking association (herein referred to as the "Assignee"), whose mailing address is 1300 Camellia Blvd., Lafayette, Louisiana 70508, represented herein by its undersigned duly authorized officer,

who, being duly sworn, declared as follows:

RECITALS

A. Reference is made to that certain Collateral Assignment of Leases and Rents dated December 10, 2008, executed by Assignor in favor of Rayne State Bank & Trust Company ("Rayne"), which was recorded under File No. 2008-00049361 in the conveyance and mortgage records of Lafayette Parish, Louisiana, as amended by First Amendment thereto dated June 25, 2009, recorded in the conveyance records of Lafayette Parish under File No. 2009-26730 (as so amended, the "Assignment"), affecting certain immovable property and the improvements located thereon (as described in the Assignment).

B. Pursuant to Notarial Endorsement and Assignment dated April 15, 2013, by Rayne in favor of Assignee (the "Assignment"), Rayne sold and assigned the promissory note secured by the Assignment to Assignee, which Assignment is recorded in the conveyance records of Lafayette Parish under File No. 2013- 15081.

C. As a result of the Assignment, the Assignee is now the holder of the indebtedness secured by the Assignment and the "Assignee" under the Assignment.

D. The Assignee has restructured and renewed the indebtedness of Assignor described in the Assignment, and the purpose of this Second Amendment is to amend and supplement the Assignment to include descriptions of such renewed and restructured indebtedness.

E. Capitalized terms appearing herein are used as defined in the Assignment, except as may be otherwise expressly provided in this Second Amendment.

Supplement to and Amendment of Assignment:

Now, therefore, in consideration of the premises, the parties have agreed and do hereby amend the Assignment and agree as follows:

1. All references in the Assignment to "Assignee" shall henceforth mean First National Bank of Louisiana, and its successors and assigns.

2. **Restatement of Paragraphs (a), (b), and (c) appearing on pages 1 and 2 of the Assignment.** The paragraphs labeled (a), (b), and (c) on pages 1 and 2 of the Assignment are hereby deleted and restated as follows:

- (a) Payment of the principal sum, interest and indebtedness evidenced by that promissory note dated April 15, 2013 in the original principal amount of \$4,572,513.99, by Assignor payable to the order of Assignee (the "Note"), including any and all renewals of the Note, and all other indebtedness, rights, and obligations now or hereafter secured by, among other instruments, a Multiple Indebtedness Mortgage dated December 10, 2008 executed by Assignor in favor of Rayne State Bank & Trust Company, as amended by First Amendment thereto dated June 25, 2009, and as amended by Second Amendment thereto dated of even date herewith, which Mortgage, as amended, covers the Premises (the "Mortgage");
- (b) Payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment, the Note, the Mortgage, and that certain Loan Agreement dated April 15, 2013 by and between Assignor and Assignee, as each of the same may be amended and/or restated from time to time and in effect (collectively, the "Loan Agreement"), and the Security Instruments (as hereinafter defined); and
- (c) The performance and discharge of each and every obligation, covenant, and agreement of Assignor contained herein or in the Note and the Mortgage and/or in the Loan Agreement (the Mortgage, the Loan Agreement, and any other document securing the Note or executed in connection therewith, as such term is defined in the Loan Agreement, being hereinafter collectively referred to as the "Security Instruments").

3. **Maximum Amount.** The maximum amount of indebtedness, obligations, and liabilities that the Assignment, as hereby amended, secures that may be outstanding at any time and from time to time shall continue to be limited to \$5,000,000.00.

6. **Incorporation.** Except as amended herein, all other terms and provisions of the Assignment remain in full force and effect. Further, to the extent necessary to accomplish the purposes of this Second Amendment, all of the terms and provisions of the

Assignment are incorporated into this Second Amendment by reference as though copied herein in their entirety.

7. **Ratification and Confirmation.** Assignor and Assignee hereby ratify and confirm the terms and provisions of the Assignment, as hereby amended.

8. **Instruction to Clerk of Court/Recorder of Conveyances.** Assignor and Assignee hereby authorize and direct the Clerk of Court and recorder of conveyances of Lafayette Parish to note on the inscription of the Assignment, recorded as aforesaid, the execution of this Second Amendment.

9. **Ratification of Representations and Warranties.** All representations, warranties and covenants of Assignor in the Assignment are hereby repeated, remade and incorporated herein by reference on and as of the date hereof, except to the extent changed by the transactions contemplated by this Second Amendment.

10. **Successors and Assigns.** The terms, provisions, covenants and conditions hereof shall be binding upon Assignor, and the successors and assigns of Assignor, and shall inure to the benefit of Assignee and its successors and assigns. All references in this Second Amendment to Assignor or Assignee shall be deemed to include such successors or assigns.

(The remainder of this page intentionally left blank.)

THUS DONE AND PASSED, by the Assignor on the 15 day of April, 2013, before me, the undersigned Notary Public, in and for the Parish of Lafayette, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereto signed their names with the Assignor and me, said Notary Public, after due reading of the whole.

WITNESSES:

Tommy Gundry
PRINT NAME: Tommy Gundry

Deborah K Kinzel
PRINT NAME: Deborah K Kinzel

ASSIGNOR:

DAVIS-GOODALE, L.L.C.,
a Louisiana limited liability company

BY: [Signature]
NAME: R. Hamilton Davis
TITLE: Manager

[Signature]
NOTARY PUBLIC
PRINT NAME: _____
BAR NO. OR NOTARY NO.: _____
MY COMMISSION EXPIRES: _____

BILLY J. DOMINGUE
NOTARY PUBLIC
PARISH OF LAFAYETTE, STATE OF LA
BAR NO. 5012
MY COMMISSION EXPIRES AT DEATH

THUS DONE AND PASSED, by the Assignee on the 15 day of April, 2013, before me, the undersigned Notary Public, in the presence of the undersigned competent witnesses, who have hereto signed their names with the Assignee and me, said Notary Public, after due reading of the whole.

WITNESSES:

Tommy Guidry
PRINT NAME: Tommy Guidry

Deborah K Kinzel
PRINT NAME: Deborah K Kinzel

ASSIGNEE:

FIRST NATIONAL BANK OF LOUISIANA

BY: Glenn Embrey
NAME: Glenn Embrey
TITLE: Vice President

Billy J. Domingue
Notary Public
PRINT NAME: _____
BAR NO. OR NOTARY NO.: _____
MY COMMISSION EXPIRES: _____

BILLY J. DOMINGUE
NOTARY PUBLIC
PARISH OF LAFAYETTE, STATE OF LA
BAR NO. 5012
MY COMMISSION EXPIRES AT DEATH

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
800 South Buchanan
P.O. Box 2009
Lafayette, LA 70502-2009
(337) 291-6400

First VENDOR

DAVIS GOODALE LLC

First VENDEE

FIRST NATIONAL BANK OF LOUISIANA

Index Type : Conveyances

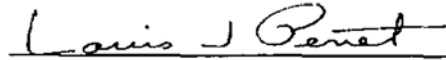
File Number : 2013-00015081

Type of Document : Assignment

Recording Pages : 6

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for
Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 04/15/2013

At (Recorded Time) : 11:43:46AM



Doc ID - 036384610006

**Additional Index Recordings**

<u>Index Type</u>	<u>Book</u>	<u>Page</u>	<u>File Number</u>
MTG			2013-00015081

**NOTARIAL ENDORSEMENT
AND ASSIGNMENT**

BE IT KNOWN, that on the dates provided below, before the undersigned Notaries Public as set forth below, and in the presence of the undersigned competent witnesses as set forth below, personally came and appeared:

RAYNE STATE BANK & TRUST COMPANY (the "Assignor"), whose mailing address is 410 Kaliste Saloom Road, Lafayette, LA 70508, appearing herein by and through its undersigned duly authorized representative,

who declared that:

For value received, Assignor does hereby, except as expressly provided herein, **WITHOUT RECOURSE AND WITHOUT WARRANTY OF ANY KIND EXCEPT AS HEREIN PROVIDED**, assign, transfer, deliver, sell, negotiate and endorse to the order of:

FIRST NATIONAL BANK OF LOUISIANA, whose mailing address is PO Box 81735, Lafayette, LA 70508 (the "Assignee"), represented herein by its undersigned duly authorized representative,

any and all of the Assignor's right, title and interest in and to the following (collectively, the "Note"):

- (a) Promissory Note dated March 1, 2012, in the original principal amount of \$4,413,392.85, made and subscribed by Davis-Goodale, L.L.C., a Louisiana limited liability company (the "Borrower"), payable to the order of the Assignor. The said promissory note constitutes a renewal of the outstanding indebtedness evidenced by that certain promissory note dated June 25, 2009 in the principal amount of \$4,800,000.00 by Borrower payable to the order of Assignor.
- (b) Promissory Note dated March 1, 2012, in the original principal amount of \$191,042.07 made and subscribed by R. Hamilton Davis, payable to the order of Assignor.

Except as provided herein, the parties hereto acknowledge and agree that this Notarial Endorsement and Assignment (this "Assignment") includes the assignment, transfer, delivery, sale, and conveyance to the Assignee of any and all of Assignor's rights, title and interest, if any, in and to any and all mortgages, security agreements and collateral securing the Note, including, without limitation, any guaranty agreements, any

UCC-1 Financing Statements, or other assignment granting a security interest in or lien on immovable or personal property in favor of Assignor (collectively referred to as the "Collateral Documents"), which Collateral Documents include the documents described in Exhibit A attached hereto. If applicable, the Assignor expressly authorizes the Assignee to file appropriate UCC-3 assignments to reflect the assignment by Assignor to Assignee of any UCC-1 Financing Statements described in Exhibit A attached hereto, as amended and continued (the "Assigned Interests").

Assignor specifically excludes from this Assignment Assignor's security interest in and to any and all funds on deposit with, in the possession of, under the control of or held by Assignor in definitive form, book entry form or in safekeeping or custodian accounts, including all deposit accounts, money, funds on deposit in checking, savings, custodian and other accounts that have been previously applied to the indebtedness of Borrower to Assignor.

Assignor does, contemporaneously with the execution of this Assignment, endorse the Note as follows:

WITHOUT RECOURSE AND WITHOUT WARRANTY,
except as expressly provided in the Notarial Endorsement
and Assignment dated _____, 2013, by
Rayne State Bank & Trust Company in favor of First
National Bank of Louisiana: Pay to the order of First
National Bank of Louisiana.

Rayne State Bank & Trust Company

By: _____
Name: _____
Title: _____

Assignor makes no warranties whatsoever to Assignee except as follows:

- (1) The total balance due on the Note described in (a) above, as of the date of execution of this Assignment, is \$4,154,201.25, and the total balance due on the Note described in (b) above, as of the date of execution of this Assignment, is \$118,312.74; and
- (2) Assignor is the owner of the Note and is the mortgagee or secured party under the Collateral Documents, and Assignor has not previously assigned, sold, and/or transferred the Note and/or the Collateral Documents.

The total consideration delivered by Assignee to Assignor is equal to the total balance due on the Note.

Without further consideration, Assignor and Assignee will each deliver or cause to be delivered, at such times and places as will reasonably be requested, such additional instruments as any of the others may reasonably request for the purpose of carrying out this Assignment and the transactions set forth in this Assignment. Any such additional instruments requested of a party under the preceding sentence must be consistent with the terms and provisions of this Assignment.

This Assignment will be binding upon and inure solely to the benefit of Assignor and Assignee and their respective successors and assigns. Nothing in this Assignment is intended to or will confer upon any other person or other entity, any legal or equitable right, benefit or remedy of any nature whatsoever.

In accepting this Assignment, Assignee accepts this transfer, endorsement, assignment, and subrogation, except as expressly provided in this Assignment, without any warranty whatsoever, except as herein provided.

THUS DONE AND PASSED, by Assignor in multiple originals, on this 15 day of April, 2013, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

WITNESSES:

Tammy Guidry
Print Name: Tammy Guidry

Deborah K Kinzel
Print Name: Deborah K Kinzel

**RAYNE STATE BANK & TRUST
COMPANY**

By: [Signature]
Name: Kevin C. Romero
Title: Vice President

[Signature]
NOTARY PUBLIC
Print Name: _____
Notary ID or Bar Roll # _____
My Commission Expires: _____

BILLY J. DOMINGUE
NOTARY PUBLIC
PARISH OF LAFAYETTE, STATE OF LA
BAR NO. 5012
MY COMMISSION EXPIRES AT DEATH

THUS DONE AND PASSED, by Assignee, in multiple originals, on this 15
day of April, 2013, in the presence of the undersigned competent witnesses, and me,
Notary, after due reading of the whole.

WITNESSES:

Tammy Gaudry
Print Name: Tammy Gaudry

Deborah K Kinzel
Print Name: Deborah K Kinzel

FIRST NATIONAL BANK OF
LOUISIANA

By: Glen E. King
Name: Glen E. King
Title: Vice President

Billy J. Domingue
NOTARY PUBLIC
Print Name: _____
Notary ID or Bar Roll # _____
My Commission Expires: _____

BILLY J. DOMINGUE
NOTARY PUBLIC
PARISH OF LAFAYETTE, STATE OF LA
BAR NO. 5012
MY COMMISSION EXPIRES AT DEATH

Exhibit A

List of Collateral Documents

1. Multiple Indebtedness Mortgage dated December 10, 2008, by Davis-Goodale, L.L.C., in favor of Rayne State Bank & Trust Company, recorded in the Mortgage Records of Lafayette Parish, under File No. 2008-49360; as amended by First Amendment thereto dated June 25, 2009 recorded in the Mortgage records of Lafayette Parish under File No. 2009-26729.
2. Collateral Assessment of Leases and Rents dated December 10, 2008, by Davis-Goodale, L.L.C. in favor of Rayne State Bank & Trust Company, recorded in the conveyance and mortgage records of Lafayette Parish under File No. 2008-49361; as amended by First Amendment thereto dated June 25, 2009, recorded in the mortgage and conveyance records of Lafayette Parish under File No. 2009-26730.
3. Subordination of Mortgage dated December 11, 2008, by JDG Investments, L.P in favor of Rayne State Bank & Trust Company, recorded in the mortgage records of Lafayette Parish under File No. 2008-49438; as confirmed on June 12, 2009 and recorded in the mortgage records of Lafayette Parish under File No. 2009-26731.

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
PO Box 2009
800 South Buchanan
Lafayette, LA 70502
(337) 291-6400

First VENDOR

DAVIS GOODALE LLC

First VENDEE

RAYNE STATE BANK & TRUST CO


Index Type : Conveyances
Type of Document : Amendment

File Number : 2009-00026730

Recording Pages : 7

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for
Lafayette Parish, Louisiana


Clerk of Court

On (Recorded Date) : 06/26/2009

At (Recorded Time) : 10:56:12:000 AM



Doc ID - 027741310007



Do not Detach this Recording Page from Original Document

**FIRST AMENDMENT TO
COLLATERAL ASSIGNMENT OF LEASES AND RENTS**

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

DAVIS-GOODALE, L.L.C., a Louisiana limited liability company (herein referred to as the "Assignor"), whose mailing address is 803 East St. Mary Boulevard, Lafayette, Louisiana 70503, and whose federal employer identification number is [REDACTED], represented herein by its Manager, R. Hamilton Davis,

AND

RAYNE STATE BANK & TRUST COMPANY, a Louisiana banking association (herein referred to as the "Assignee"), whose mailing address is 410 Kaliste Saloom Road, Lafayette, Louisiana 70508, represented herein by its undersigned duly authorized officer,

who, being duly sworn, declared as follows:

RECITALS

A. Reference is made to that certain Collateral Assignment of Leases and Rents (the "Assignment") dated December 10, 2008, executed by Assignor in favor of Assignee, which was recorded under File No. 2008-00049361 in the conveyance records of Lafayette Parish, Louisiana on December 11, 2008, affecting certain immovable property and the improvements located thereon (as described in the Assignment).

B. The Assignor and the Assignee have agreed that additional property should become subject to the Assignment, and they desire to supplement and amend the Assignment to reflect the same.

C. In addition, the Assignor and the Assignee desire to expand the indebtedness, obligations, and liabilities secured by the Assignment.

D. Capitalized terms appearing herein are used as defined in the Assignment, except as may be otherwise expressly provided in this First Amendment.

73522.028
243603.DOMINBI

**Record in conv. as per Billy Domingue @ Liskow & Lewis*

Supplement to and Amendment of Assignment:

Now, therefore, in consideration of the premises, the parties have agreed and do hereby amend the Assignment and agree as follows:

1. **Restatement of Paragraphs (a), (b), and (c) appearing on pages 1 and 2 of the Assignment.** The paragraphs labeled (a), (b), and (c) on pages 1 and 2 of the Assignment are hereby deleted and restated as follows:

- (a) Payment of the principal sum, interest and indebtedness evidenced by that promissory note dated June 25, 2009 in the original principal amount of \$4,800,000.00, by Assignor payable to the order of Assignee (the "Note"), which Note includes the indebtedness of Assignor previously evidenced by promissory note dated December 10, 2008 in the principal amount of \$1,240,000.00 by Assignor payable to the order of Assignee, including any and all renewals of the Note, and all other indebtedness, rights, and obligations now or hereafter secured by, among other instruments, a Multiple Indebtedness Mortgage dated December 10, 2008 executed by Assignor in favor of Assignee, as amended by First Amendment thereto dated June 25, 2009, which Mortgage, as amended, covers the Premises (the "Mortgage");
- (b) Payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment, the Note, the Mortgage, and that certain Loan Agreement dated June 25, 2009 by and between Assignor and Assignee, as each of the same may be amended and/or restated from time to time and in effect (collectively, the "Loan Agreement"), and the Security Instruments (as hereinafter defined); and
- (c) The performance and discharge of each and every obligation, covenant, and agreement of Assignor contained herein or in the Note and the Mortgage and/or in the Loan Agreement (the Mortgage, the Loan Agreement, and any other document securing the Note or executed in connection therewith, as such term is defined in the Loan Agreement, being hereinafter collectively referred to as the "Security Instruments").

2. **Assignment.** In order to further secure the payment, performance and discharge of the indebtedness, obligations and liabilities contained in the Security Instruments (as defined in the Assignment), as amended hereby, the Assignor does hereby grant, transfer and assign to Assignee, and does hereby grant to Assignee, all present and future rents, revenues, income, issues and profits now existing or hereafter arising from the immovable property and the improvements now existing or hereafter to be erected or constructed on such property of the Assignor as described in Exhibit "A" attached hereto.

3. **References to Land and Premises.** The Assignment is hereby further amended so that all references in the Assignment to Exhibit "A" shall hereafter mean Exhibit "A" as supplemented by the Exhibit "A" attached hereto. All references in the Assignment to "Land" and "Premises" shall henceforth mean the Land and Premises described in the Assignment and the immovable property (and all improvements located thereon) described in Exhibit A attached hereto.

4. **Remedies.** Upon the occurrence of an Event of Default, all remedies set forth in the Assignment shall be available to Assignee with respect to the Land and Premises.

5. **Maximum Amount.** The maximum amount of indebtedness, obligations, and liabilities that the Assignment, as hereby amended, secures that may be outstanding at any time and from time to time shall continue to be limited to \$5,000,000.00.

6. **Incorporation.** Except as amended herein, all other terms and provisions of the Assignment remain in full force and effect. Further, to the extent necessary to accomplish the purposes of this First Amendment, all of the terms and provisions of the Assignment are incorporated into this First Amendment by reference as though copied herein in their entirety.

7. **Ratification and Confirmation.** Assignor and Assignee hereby ratify and confirm the terms and provisions of the Assignment, as hereby amended.

8. **Instruction to Clerk of Court/Recorder of Conveyances.** Assignor and Assignee hereby authorize and direct the Clerk of Court and recorder of conveyances of Lafayette Parish to note on the inscription of the Assignment, recorded as aforesaid, the execution of this First Amendment.

9. **Ratification of Representations and Warranties.** All representations, warranties and covenants of Assignor in the Assignment are hereby repeated, remade and incorporated herein by reference on and as of the date hereof, except to the extent changed by the transactions contemplated by this First Amendment, and such representations, warranties and covenants shall also apply to the property affected by this First Amendment.

10. **Successors and Assigns.** The terms, provisions, covenants and conditions hereof shall be binding upon Assignor, and the successors and assigns of Assignor, and shall inure to the benefit of Assignee and its successors and assigns. All references in this First Amendment to Assignor or Assignee shall be deemed to include such successors or assigns.

(The remainder of this page intentionally left blank.)

THUS DONE AND PASSED, by the Assignor on the 25 day of June, 2009, before me, the undersigned Notary Public, in and for the Parish of Lafayette, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereto signed their names with the Assignor and me, said Notary Public, after due reading of the whole.

WITNESSES:

[Signature]
PRINT NAME: Kevin G. R...

[Signature]
PRINT NAME: Yvette Arzola

ASSIGNOR:

DAVIS-GOODALE, L.L.C.,
a Louisiana limited liability company

By: [Signature]
NAME: R. Hamilton Davis
TITLE: Manager

[Signature]
NOTARY PUBLIC

PRINT NAME: _____
BAR NO. OR NOTARY NO.: _____
MY COMMISSION EXPIRES: _____

BILLY J. DOMINGUE
NOTARY PUBLIC
PARISH OF LAFAYETTE, STATE OF LA
BAR NO. 5012
MY COMMISSION EXPIRES AT DEATH

THUS DONE AND PASSED, by the Assignee on the 25 day of June, 2009, before me, the undersigned Notary Public, in the presence of the undersigned competent witnesses, who have hereto signed their names with the Assignee and me, said Notary Public, after due reading of the whole.

WITNESSES:

[Signature]
PRINT NAME: Kean G. Romero
[Signature]
PRINT NAME: Yvette Arzola

ASSIGNEE:

RAYNE STATE BANK AND TRUST COMPANY

BY: [Signature]
NAME: A. Wayne Barnes
TITLE: Executive Vice President

[Signature]
Notary Public
PRINT NAME: _____
BAR NO. OR NOTARY NO.: _____
MY COMMISSION EXPIRES: _____

BILLY J. DOMINGUE
NOTARY PUBLIC
PARISH OF LAFAYETTE, STATE OF LA
BAR NO. 5012
MY COMMISSION EXPIRES AT DEATH

EXHIBIT "A"

That certain tract of land situated in Section 14, Township 9 South, Range 4 East, Lafayette Parish, Louisiana, said parcel containing 1.76 acres and being more fully described as follows:

Commencing at the intersection of the southerly right of way line of Breakwater Drive and the westerly right of way line of North University Ave (La. Hwy 182); thence proceed along the westerly right of way line of North University Ave, South 24°37' East a distance of approximately 148 feet; thence South 62°40'45" West a distance of 608.36 feet; thence South 02°24'10" West a distance of 616.80 feet to the Point of Beginning

Thence South 88°56'58" East a distance of 70.80 feet;
thence South 02°12'58" West a distance of 623.94 feet;
thence North 89°39'07" West a distance of 117.58 feet;
thence North 00°41'52" West a distance of 536.70 feet;
thence South 89°13'58" East a distance of 73.75 feet;
thence North 02°24'10" East a distance of 88.46 feet to the Point of Beginning.

The above described property is shown on that certain plat of survey dated June 16, 2009 by Paul Miers Engineering, LLC, a copy of which is recorded as an attachment to File No. 2009-00026729 of the records of Lafayette Parish, Louisiana.

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
PO Box 2009
800 South Buchanan
Lafayette, LA 70502
(337) 291-6400

First VENDOR

DAVIS GOODALE LLC

First VENDEE

RAYNE STATE BANK & TRUST CO

Index Type : Conveyances

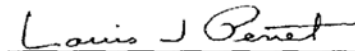
File Number : 2008-00049361

Type of Document : Assignment

Recording Pages : 8

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for
Lafayette Parish, Louisiana


Clerk of Court

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COLLATERAL ASSIGNMENT OF LEASES AND RENTS

This Collateral Assignment of Leases and Rents (this "**Assignment**") is made and entered into effective as of the 10 day of December, 2008, by DAVIS-GOODALE, L.L.C., a Louisiana limited liability company ("**Assignor**"), in favor of RAYNE STATE BANK & TRUST COMPANY, a Louisiana banking corporation ("**Assignee**"), as follows:

WITNESSETH:

THAT Assignor, for good and valuable consideration, receipt whereof is hereby acknowledged, pursuant to the provisions of La. R. S. 9:4401 *et seq.*, hereby grants, transfers and assigns to Assignee, all present and future rents, revenues, income, issues, and profits now existing or hereafter arising from the real or immovable property and the improvements now existing or hereafter to be erected or constructed on such real property located in Parish of Lafayette, Louisiana, and described in Exhibit A attached hereto and made a part hereof for all purposes (the "**Land**", which together with any improvements now or hereafter constructed thereon shall be referred to herein as the "**Premises**"), together with all leases now or hereafter to be made, executed or delivered, whether written or verbal, covering all or any portion of said property or any improvement now or hereafter erected or constructed thereon, including, but not limited to, the lease agreement by and between Davis-Goodale, L.L.C., and ADT Security Services, Inc., a Delaware corporation, dated September 23, 2008, and the lease agreement by and between Davis-Goodale, L.L.C., and Elliott Electrical Supply, a Texas corporation, dated October 7, 2008 (collectively, the "**Leases**"), and any and all guarantees of the Leases.

THIS ASSIGNMENT is made for the purpose of securing the following:

(a) Payment of the principal sum, interest and indebtedness evidenced by that promissory note dated of even date herewith, in the original principal amount of One Million Two Hundred Forty Thousand and No/100 Dollars (\$1,240,000.00), made by Assignor to the order of Assignee (the "**Note**"), including any and all renewals of the Note, and all other indebtedness, rights, and obligations now or hereafter secured by, among other instruments, a Mortgage, Security Agreement, and Financing Statement dated of even date with the Note executed by Assignor in favor of Assignee, covering the Premises (the "**Mortgage**");

(b) Payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment, the Note, the Mortgage, that certain Loan Agreement dated of even date herewith by

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and between Assignor and Assignee, as the same may be amended and/or restated from time to time and in effect (the "Loan Agreement"), and the Security Instruments (as hereinafter defined); and

(c) The performance and discharge of each and every obligation, covenant, and agreement of Assignor contained herein or in the Note and the Mortgage and/or in the Loan Agreement (the Mortgage, the Loan Agreement, and any other document securing the Note or executed in connection therewith, as such term is defined in the Loan Agreement, being hereinafter collectively referred to as the "**Security Instruments**").

The maximum amount of the indebtedness, obligations, and liabilities secured hereby is fixed at \$5,000,000.00.

ASSIGNOR covenants with Assignee to observe and perform all the obligations imposed upon the lessor under any of the Leases and not to do or permit to be done anything to impair the security thereof; not to collect any of the rents, income and profits arising or accruing under the Leases or from the Premises more than one (1) month in advance of the time when the same shall become due; not to execute any other assignment of lessor's interest in the Leases or assignment of rents arising or accruing from the Leases or from the Premises, at Assignee's request, to assign and transfer to Assignee any and all subsequent Leases upon all or any part of the Premises; to execute and deliver at the request of Assignee all such further assurances and assignments as Assignee shall from time to time reasonably require; and Assignor further covenants that it shall not amend, modify, terminate, or cancel any of the Leases without Assignee's prior written consent.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. So long as no Event of Default (as defined in the Loan Agreement and as hereafter used) has occurred and is continuing, Assignor shall have the right and license to collect at the time of, but not more than one (1) month prior to, the date provided for the payment thereof, all rents, income and profits arising under the Leases or from the Premises and to retain, use and enjoy the same.

2. Upon the occurrence of an Event of Default, this Assignment shall be absolute and, subject to the requirements and limitations of applicable law, Assignee may at its option during the continuation of such Event of Default, without regard to the adequacy of the security for the said principal sum, interest and indebtedness secured hereby and by the Mortgage, either by a representative or by agent, with or without bringing any action or proceeding, or by a receiver or a keeper appointed by a court, take possession of the Premises and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper and either with or without taking possession

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of the Premises in its own name, demand, sue for or otherwise collect and receive all rents, income and profits, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee and to apply such rents, income and profits to the payment of: (a) all expenses of managing the Premises, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Premises, including, without being limited thereto, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises; and (b) the principal sum, interest and indebtedness secured hereby and by the Mortgage, together with all costs and attorneys' fees, in such order of priority as to any of the items mentioned in this Paragraph as Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise by Assignee of the option granted it in this Paragraph and the collection of the rents, income and profits and the application thereof as herein provided shall not be considered a waiver of any Event of Default by Assignor under the Note or the Security Instruments.

3. Assignor will not assert any claim against Assignee as a defense, counterclaim or set-off to any action brought by Assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the Leases or the Rents.

4. Prior to any foreclosure proceeding under the Mortgage, Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises during the continuance of an Event of Default or from any other act or omission of Assignee in managing the Premises. Nor shall Assignee be obligated to perform or discharge nor does Assignee hereby undertake to perform or discharge any obligation, duty or liability under any of the Leases or under or by reason of this Assignment, and Assignor shall, and does hereby agree, to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and Assignor shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignor so to do, Assignee may, at its option, during the continuation of such

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condition declare all sums secured hereby and by the Mortgage immediately due and payable. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of the Sub Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Premises by the tenants or any other parties, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

5. Upon payment in full of the principal sum, interest and indebtedness secured hereby and by the Mortgage, and the termination of all obligations of Assignee under the Loan Agreement, this Assignment shall become and be void and of no further force and effect. However, the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of said principal, interest or indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment upon which any person may, and is hereby authorized to, rely. Assignor hereby authorizes and directs the lessees named in the Leases or any other or future lessees or occupants of the Premises described herein upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Note and the Mortgage and that a default exists thereunder or under the Security Instruments or under this Assignment to pay over to Assignee all rents, income and profits arising or accruing under the Leases or from the Premises described therein or in said Note and Mortgage and to continue so to do until otherwise notified by Assignee.

6. Assignee may take or release other security for the payment of said principal sum, interest and indebtedness, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

7. The term "Leases" as used herein means the leases hereby assigned, including but not limited to, the lease agreement by and between Davis-Goodale, L.L.C., and ADT Security Services, Inc., a Delaware corporation, dated September 23, 2008, and the lease agreement by and between Davis-Goodale, L.L.C., and Elliott Electrical Supply, a Texas corporation, dated October 7, 2008, any extension or renewal thereof, and any leases subsequently executed during the term of this Assignment covering the Premises or any portion thereof.

8. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note or any of the Security Instruments, and this Assignment is made and accepted without

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prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note or the Security Instruments. The right of Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

9. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF LOUISIANA.

10. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Assignee and any subsequent holder of the Note and the Security Instruments and shall be binding upon Assignor, its successors and assigns, and any subsequent owner of the Premises.

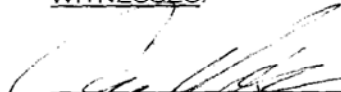
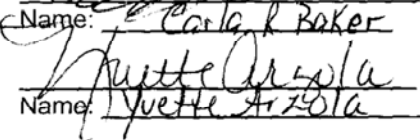
11. If any provision of this Assignment shall be invalid, such invalidity shall not affect the validity and enforceability of the remaining provisions.

12. THIS WRITTEN COLLATERAL ASSIGNMENT OF LEASES AND RENTS REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

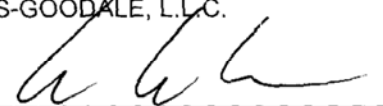
THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED by the Assignor in the presence of the undersigned witnesses on the date first written above.

WITNESSES:


Name: Carla K. Baker

Name: Yvette Arzola

DAVIS-GOODALE, L.L.C.

By: 
Name: R. Hamilton Davis
Title: Manager


Exhibits

Exhibit A - Description of Land

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STATE OF LOUISIANA
PARISH OF LAFAYETTE

On this 10 day of December, 2008, before me, Notary Public in and for the aforesaid State and Parish, appeared R. Hamilton Davis, to me personally known, who, being by me duly sworn, did say that he is Manager of Davis-Goodale, L.L.C., a Louisiana limited liability company and that the foregoing instrument was signed on behalf of said limited liability company, by authority of its members, and he acknowledged said instrument to be the free act and deed of said limited liability company.



NOTARY PUBLIC
Print Name: Billy J. Domingue
Bar or Notary No.: 5012
My Commission Expires: at death

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EXHIBIT A

LEGAL DESCRIPTION

That certain tract of land situated in Section 14, Township 9 South, Range 4 East, Lafayette Parish, Louisiana, said parcel containing 6.21 acres and being more fully described as follows:

Commencing at the intersection of the southerly right of way line of Breakwater Drive and the westerly right of way line of North University Avenue (La. Hwy 182); thence proceed along the westerly right of way line of North University Avenue, South 24 degrees 37 minutes East a distance of approximately 148 feet; thence South 24 degrees 37 minutes 54 seconds East a distance of 1046.23 feet to the Point of Beginning (P.O.B. #2).

thence South 24 degrees 37 minutes 54 seconds East a distance of 21.99 feet; thence South 89 degrees 57 minutes 19 seconds West a distance 649.20 feet; thence South 00 degrees 55 minutes 46 seconds West a distance of 347.14 feet; thence North 89 degrees 39 minutes 07 seconds West a distance of 490.54 feet; thence North 00 degrees 41 minutes 52 seconds West a distance of 11.00 feet; thence South 89 degrees 39 minutes 07 seconds East a distance of 129.68 feet; thence North 00 degrees 53 minutes 36 seconds East a distance of 1040.25 feet; thence North 71 degrees 39 minutes 56 seconds East a distance of 158.38 feet; thence South 17 degrees 43 minutes 12 seconds West a distance of 249.77 feet; thence South 01 degrees 43 minutes 38 seconds West a distance of 293.74 feet; thence South 88 degrees 14 minutes 06 seconds East a distance of 288.57 feet; thence South 00 degrees 55 minutes 46 seconds West a distance of 68.16 feet; thence South 89 degrees 33 minutes 34 seconds East a distance of 46.81 feet; thence South 00 degrees 44 minutes 15 seconds East a distance of 124.90 feet; thence North 89 degrees 57 minutes 19 seconds East a distance of 589.26 feet to the Point of Beginning (P.O.B. #2).

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