

# Exhibit F.

## North Schaefer Site

### Partial Title Abstract



# North Schaefer Site Partial Title Abstract



## LED Partial Title Abstract

### St. Martin Parish

North Schaefer Site

Assessment Number 1960001659

Tax Number 382221

Section 23 T11S R5E

Tract 9 (4.558 AC) of Schaefer Industrial Park, Phase 1A

**Dates Researched: September 26, 1960 – December 4, 2023**

### Current Ownership:

Schaefer Realty Holdings, LLC (100 %)

|                                 |                                          |
|---------------------------------|------------------------------------------|
|                                 |                                          |
| <b>Instrument 1</b>             | <b>Succession</b>                        |
| Entity Acquiring Property       | Rudolph LeBlanc and William Gober        |
| Owner of Property when Acquired | Clara David                              |
| Instrument Number               | 116159 Book 417 Page 139                 |
| Acreage/Lot #                   | As described under I. B.                 |
| Location                        | Section 23 T11S R5E                      |
| Date Acquired/Recorded          | 9/25/1960                                |
| Notes:                          |                                          |
|                                 |                                          |
| <b>Instrument 2</b>             | <b>Judgment of Possession</b>            |
| Entity Acquiring Property       | William Gober                            |
| Owner of Property when Acquired | Rudolph LeBlanc                          |
| Instrument Number               | 128828 Book 499 Page 31                  |
| Acreage/Lot #                   | Described under St. Martin Parish No. 1. |
| Location                        | Section 23 T11S R5E                      |
| Date Acquired/Recorded          | 5/22/1964                                |
| Notes:                          |                                          |
|                                 |                                          |
| <b>Instrument 3</b>             | <b>Warranty Deed</b>                     |
| Entity Acquiring Property       | The William Gober Revocable Living Trust |
| Owner of Property when Acquired | William Gober                            |
| Instrument Number               | 342919 Book 1372 Page 262                |
| Acreage/Lot #                   | Described in Deed                        |
| Location                        | Section 23 T11S R5E                      |
| Date Acquired/Recorded          | 9/3/2002                                 |
| Notes:                          |                                          |
|                                 |                                          |
|                                 |                                          |

|                                  |                                            |
|----------------------------------|--------------------------------------------|
| <b>Instrument 4</b>              | <b>Extract of Trust</b>                    |
| Entity Acquiring Property        |                                            |
| Owner of Property when Acquired  | The William Gober Revocable Living Trust   |
| Instrument Number                | 351626 Book 1385 Page 476                  |
| Acreage/Lot #                    | Described in Extract of Trust              |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 5/27/2003                                  |
| Notes:                           |                                            |
|                                  |                                            |
| <b>Instrument 5</b>              | <b>Act of Transfer</b>                     |
| <b>Entity Acquiring Property</b> | William Gober                              |
| Owner of Property when Acquired  | The William Gober Revocable Living Trust   |
| File Number                      | 352038 Book 1386 Page 043                  |
| Acreage/Lot #                    | Described in Transfer                      |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 6/6/2003                                   |
| Notes:                           |                                            |
|                                  |                                            |
| <b>Instrument 6</b>              | <b>Act of Transfer</b>                     |
| <b>Entity Acquiring Property</b> | Clara David, LLC                           |
| Owner of Property when Acquired  | William Gober                              |
| File Number                      | 352040 Book 1386 Page 048                  |
| Acreage/Lot #                    | Described in Transfer                      |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 6/6/2003                                   |
| Notes:                           |                                            |
|                                  |                                            |
| <b>Instrument 7</b>              | <b>Cash Sale</b>                           |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC              |
| Owner of Property when Acquired  | Clara David, LLC                           |
| File Number                      | 409572 Book 1494 Page 272                  |
| Acreage/Lot #                    | Described in Sale                          |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 4/3/2008                                   |
| Notes:                           | Plat Attached                              |
|                                  |                                            |
| <b>Instrument 8</b>              | <b>Act of Dedication of Servitudes</b>     |
| <b>Entity Acquiring Property</b> | St. Martin Parish Government               |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC              |
| File Number                      | 424505 Book 1536 Page 769                  |
| Acreage/Lot #                    | Described in Dedication                    |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 6/11/2009                                  |
| Notes:                           | Plat Attached 35' wide servitude Wall Road |

|                                  |                                                        |
|----------------------------------|--------------------------------------------------------|
| <b>Instrument 9</b>              | <b>Building Restrictions</b>                           |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC                          |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                          |
| File Number                      | 472193 Book 1663 Page 354                              |
| Acreage/Lot #                    | Lot 9                                                  |
| Location                         | Section 23 T11S R5E                                    |
| Date Acquired/Recorded           | 11/8/2013                                              |
| Notes:                           | Schaefer Industrial Park – Plat attached showing Lot 9 |
|                                  |                                                        |
| <b>Instrument 10</b>             | <b>Amendment to Restrictive Covenants</b>              |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC                          |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                          |
| File Number                      | 472928 Book 1665 Page 384                              |
| Acreage/Lot #                    | Lot 9                                                  |
| Location                         | Section 23 T11S R5E                                    |
| Date Acquired/Recorded           | 12/9/2013                                              |
| Notes:                           | Schaefer Industrial Park                               |
|                                  |                                                        |
| <b>Instrument 11</b>             | <b>Dedication</b>                                      |
| <b>Entity Acquiring Property</b> | St. Martin Parish Government                           |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                          |
| File Number                      | 473098 Book 1666 Page 59                               |
| Acreage/Lot #                    | Forum Drive - Lot 9                                    |
| Location                         | Section 23 T11S R5E                                    |
| Date Acquired/Recorded           | 12/12/2013                                             |
| Notes:                           | Forum Drive                                            |
|                                  |                                                        |
| <b>Instrument 12</b>             | <b>Tax Sale</b>                                        |
| <b>Entity Acquiring Property</b> | Claudius Kessler                                       |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                          |
| File Number                      | 536506 Book 1826 Page 598                              |
| Acreage/Lot #                    | Lot 9                                                  |
| Location                         | Section 23 T11S R5E                                    |
| Date Acquired/Recorded           | 6/25/2020                                              |
| Notes:                           | Redeemed                                               |
|                                  |                                                        |
| <b>Instrument 13</b>             | <b>Redemption</b>                                      |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC                          |
| Owner of Property when Acquired  | Claudius Kessler                                       |
| File Number                      | 558056 Book 1877 Page 186                              |
| Acreage/Lot #                    | Lot 9                                                  |
| Location                         | Section 23 T11S R5E                                    |
| Date Acquired/Recorded           | 8/15/2022                                              |
| Notes:                           |                                                        |

### Sell Offs After Purchase

|      |
|------|
| None |
|------|

### Mortgages/Liens

|                      |         |
|----------------------|---------|
| Mortgage Certificate | Unknown |
|                      |         |

### Maps/Plats Provided

|                         |                    |
|-------------------------|--------------------|
| Map – Lot 9 4.558 Acres | Map File #: 472193 |
|-------------------------|--------------------|

### Ownership Names Researched

| Name                                    | Dates Researched                   |
|-----------------------------------------|------------------------------------|
| Rudolph P. LeBlanc                      | September 26, 1960 to May 22, 1964 |
| William F. Gober                        | September 26, 1960 to June 6, 2003 |
| William F. Gober Revocable Living Trust | September 3, 2002 to June 6, 2003  |
| Clara David, LLC                        | June 6, 2003 to April 3, 2008      |
| Schaefer Realty Holdings, LLC           | April 3, 2008 to Present           |

### Tax Information

|                    |                                                |
|--------------------|------------------------------------------------|
| Parish             | St. Martin Parish                              |
| Tax Year           | 2022                                           |
| Assessed Ownership | Schaefer Realty Holdings, LLC                  |
| Assessment Number  | 1960001659                                     |
| Municipal Address  | N/A                                            |
| Mailing Address    | 167 Bayou Boeuf Road, Morgan City, LA<br>70380 |

**St. Martin Parish - Tax Notice Inquiry****10/31/2023 2:26:05 PM****Tax Notice#** 382221**Tax Year** 2022**Taxpayer**

SCHAEFER REALTY HOLDINGS, L.L.C.

C/O LOUIS SCHAEFER

\*\*\* BAYOU BOEUF ROAD

MORGAN CITY LA \*\*\*\*\*

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| Taxes | Interest | Cost | Other | Paid  | Balance |
|-------|----------|------|-------|-------|---------|
| 61.28 | 1.23     | 0.00 | 0.00  | 62.51 | 0.00    |

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**Legal**

Owner Pct:1%

LOT: BEING LOT 9 OF SCHAEFER INDUSTRIAL PARK,

PHASE 1A PER PLAT OF SURVEY #472193 COB: 52-

590-26877 169-337-68294 417-139-116159 499-031-

128828 1372-262-342939 1386-043-352038 1386-048-

352040 1494-272-409572 1536-769-424505 1625-244-

458240 1663-354-472193 1665-384-472938 1826-598-

536506 1848-590-546489 1873-415-556572 1877-186-

558056 1877-188-558057

**Parcels**

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| Parcel#    | Address | % Tax    |
|------------|---------|----------|
| 1960001659 | 0       | 100.0000 |

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**History**

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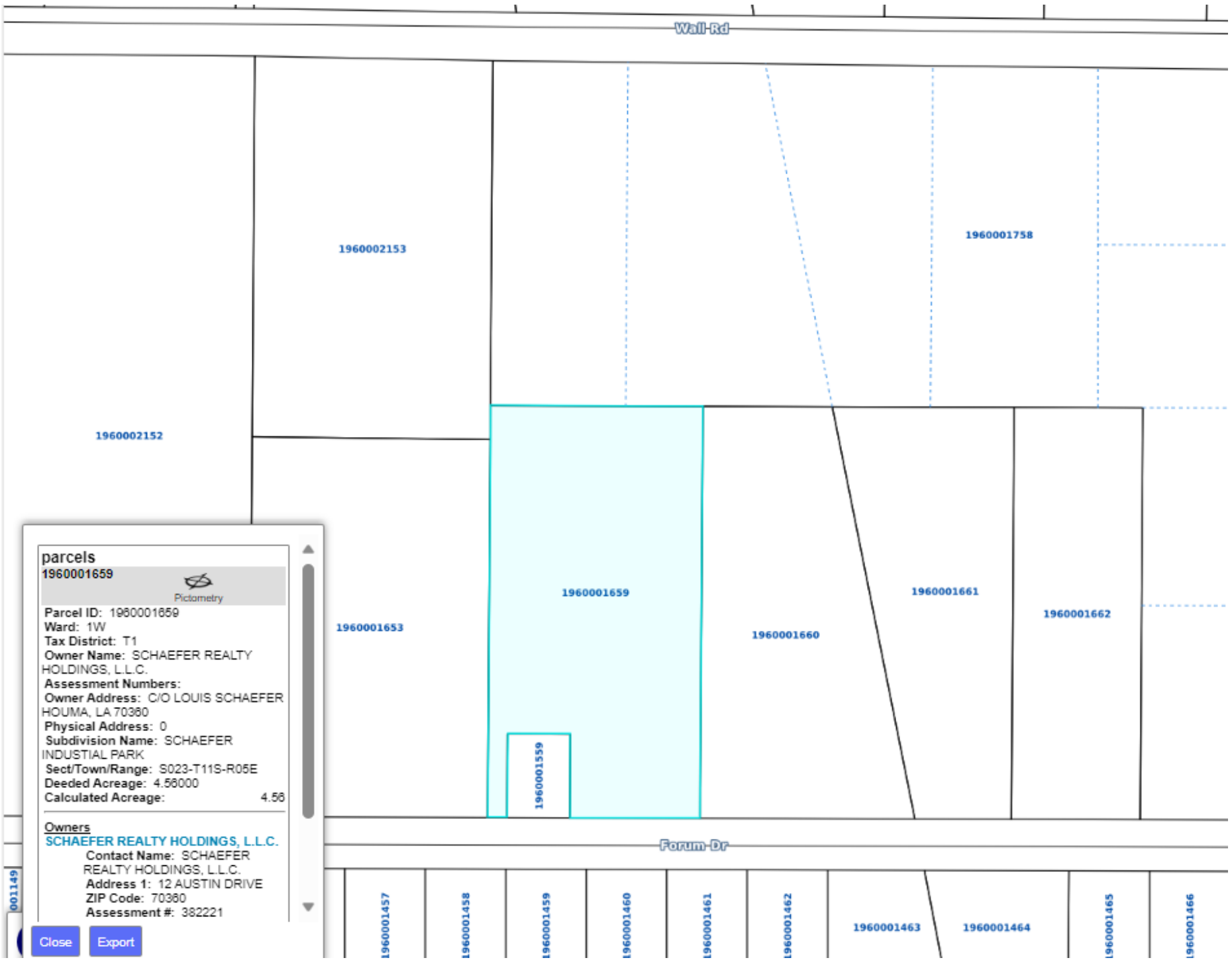
| Date       | Description     | Amount |
|------------|-----------------|--------|
| 10/20/2022 | ORIGINAL TAXES  | 61.28  |
| 1/15/2023  | PAYMENT         | -61.28 |
| 1/15/2023  | INTEREST CHARGE | 1.23   |

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| Date      | Description      | Amount |
|-----------|------------------|--------|
| 1/15/2023 | INTEREST PAYMENT | -1.23  |

Items

| Class          | Value | Units | Homestead |
|----------------|-------|-------|-----------|
| COMMERCIAL LOT | 593   | 1.00  | 0         |





139

139

RECORDED IN CONVEYANCE  
BOOK 417 FOLIO 139

RECORDED

116159

1960 SEP 26 AM 10:28

*William B. Buscher*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

116159

SUCCESSION OF

SIXTEENTH JUDICIAL DISTRICT COURT

CLARA DAVID

PARISH OF ST. MARTIN

PROBATE NO. 6074

STATE OF LOUISIANA

J U D G M E N T

On considering the petition of **RUDOLPH P. LeBLANC** and **WILLIAM FRANK GOBER** praying to be recognized as legatee and heir respectively, of the late Clara David, and as such placed in the ownership and possession of all property, real, personal or mixed and wherever situated entering the estate of the decedent in accordance with the terms of her last will and testament and in accordance with the laws of descent and distribution; it having been proven that Clara David was married but once and then to Rudolph P. LeBlanc of which union one and only one child was born, namely Anita (Quanita) LeBlanc; it having been further shown that Clara David departed this life testate at her domicile in the Parish of St. Martin, Louisiana on the 2nd day of June, 1960; it having been proven that the last will and testament of the late Clara David was duly admitted to probate and ordered registered and executed by order of this Honorable Court, dated September 26, 1960; and upon it being shown that all of the property of which the said Clara David died possessed was her separate and paraphernal property she either having acquired it by inheritance from her mother, Bazille Babineaux or subsequent to that certain judgment decreeing a separation of property and dissolution of the community of acquets and gains theretofore existing between her and her husband, Rudolph P. LeBlanc, which was rendered on the 26th day of October, 1942, in the matter entitled Mrs. Clara David vs. Rudolph P. LeBlanc, No. 14011 of the Civil Docket of the Sixteenth Judicial District Court in and for the Parish of St. Martin, Louisiana; and upon it being further shown that by the terms of her said last will

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and testament Clara David bequeathed to her husband, Rudolph P. LeBlanc, an undivided one-half interest in and to all property, real, personal or mixed and wherever situated, of which she died possessed, together with the usufruct for the duration of his natural life in and to the remaining one-half of the said property; and upon it being shown that by the terms of the said last will and testament, Clara David bequeathed to her daughter, Anita (Quanita) LeBlanc an undivided one-half interest in and to all property, real, personal or mixed, and wherever situated subject to the usufruct given to Rudolph P. LeBlanc; and upon it being further shown that the said Anita (Quanita) LeBlanc was married twice, first to Travis Aillet, from whom she was legally divorced, during which union no children were born and none adopted, and secondly to George Gober of which union one and only one child was born and none adopted, namely William Frank Gober; and finally upon it being shown that the said Anita (Quanita) LeBlanc died intestate at her domicile in the Parish of Iberia, on the 20th day of November, 1953; and upon it being shown that there is no necessity for an administration of this estate for the reason that all debts due by the Succession of Clara David have either already been paid or that Rudolph P. LeBlanc and William Frank Gober have obligated themselves to pay the same; and finally upon it being shown that all Inheritance Taxes due the State of Louisiana have been fully paid:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the appointment of RUDOLPH P. LeBLANC as testamentary administrator of the Succession of Clara David be and the same is hereby dispensed with as being unnecessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that RUDOLPH P. LeBLANC, as legatee under the terms of the last will and testament of Clara David, be and he is hereby recognized as owner and placed in the possession of an undivided one-half interest in and

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to all property, real, personal or mixed and wherever situated of which the decedent died possessed and which is more particularly described hereinbelow, together with the usufruct for the duration of his natural life in and to the remaining one-half of the said property; and that WILLIAM FRANK GOBER, be and he is hereby recognized as sole and only heir of Clara David and as such placed in the ownership and possession of an undivided one-half interest in and to all property, real, personal or mixed and wherever situated of which the decedent died possessed, subject to the usufruct in favor of Rudolph P. LeBlanc, which property is more particularly described as follows:

#### I. REAL ESTATE

(A.) That certain tract or parcel of land, together with all improvements including the wooden frame dwelling house, barns and other structures appertaining thereto and situated thereon, in the First Ward of St. Martin Parish, Louisiana, designated on the official plat as NE $\frac{1}{4}$  of Section 23, Township 11 South, Range 5 East, containing 148 acres more or less in superficial area, and which is bounded by lands owned now or formerly as follows: North by George Ackal, South by Willis Freemin, Anatole Freemin and Vazin Viator; East by Public Gravel Road and West by Levoda (Livaudais) Freemin.

Being a portion of the same property inherited by Clara David LeBlanc in the succession of her mother, Bazille Babineaux, per Judgment of Possession rendered in Probate Matter No. 4803 of St. Martin Parish, Louisiana, recorded in Book 169, Folio 337, under Entry No. 68294 of the Conveyance Records of said Parish and State.

(B.) That certain lot of ground situated within the Corporate limits of the City of New Iberia, Parish of Iberia, Louisiana, in the Lees Addition to said City, together with the wooden frame house and all other improvements situated thereon, which lot measures 51 feet front on East Main Street by 125 feet in depth and which is bounded now or formerly as follows: North by Phillips Street, South by Lot No. 3, East by Muller and Broussard formerly, now assigns, and West by Main Street. Being a portion of the same property inherited by Clara David LeBlanc in the Succession of her mother, Bazille Babineaux, per Judgment of Possession rendered in Probate Matter No. 4803 of St. Martin Parish, Louisiana, re-

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corded in Book 169, at Folio 337, under Entry No. 68294 of the Conveyance Records of said Parish and State; and in Book \_\_\_\_\_, at Folio \_\_\_\_\_, under Entry No. \_\_\_\_\_ of the Conveyance Records of Iberia Parish, Louisiana.

### II. PERSONAL PROPERTY

A lot of miscellaneous used furniture, and household furnishings, including kitchen stove and refrigerator, beds, chairs, tables and the like located within the residence situated on the 148 acre tract of land in St. Martin Parish, Louisiana, first above described.

### III. OTHER PERSONAL PROPERTY

(A.) The sum of \$536.47 on deposit in a checking account in American Bank & Trust Company, Lafayette, Louisiana, in the name of Clara D. LeBlanc.

(B.) The sum of \$2,975.67 on deposit in a savings account in American Bank & Trust Co., Lafayette, Louisiana, in the name of Clara D. LeBlanc.

(C.) The sum of \$1, 599.95 on deposit in a checking account in The Peoples National Bank of New Iberia, Louisiana.

FINALLY, IT IS ORDERED, ADJUDGED AND DECREED that any bank, banker or trust company, warehouseman or depository, and any persons, corporations or partnerships having on deposit or in possession or control of any monies, credits, goods or things and rights of value belonging to said decedent, or in which he may have an interest, and any corporation, the stock or registered bonds of which were owned by the said decedent, shall deliver and transfer said monies, credits, stocks, bonds or other things or rights of value, in the proportions hereinabove set forth, to RUDOLPH P. LeBLANC and WILLIAM FRANK GOBER, herein recognized as legatee and sole and only heir, respectively of the decedent, Clara David.

JUDGMENT READ, RENDERED AND SIGNED IN CHAMBERS at St. Martinville, Louisiana, this 28 day of September, 1960.

RECEIVED AND FILED

Sept. 28 1960

*W. A. Bourgeois*  
DEPUTY CLERK OF COURT

*Rene H. Houd*  
JUDGE

RECORDED IN CONVEYANCE  
BOOK 499 FOLIO 31

RECORDED

128828

24 MAY 22 AM 11:20  
*James A. Hunt*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

128828

SUCCESSION OF SIXTEENTH JUDICIAL DISTRICT COURT  
RUDOLPH P. LEBLANC PARISH OF ST. MARTIN  
PROBATE NO. 6477 STATE OF LOUISIANA

JUDGMENT OF POSSESSION

On considering the petition of WILLIAM FRANK GOBER, of age and a resident of the Parish of St. Martin, State of Louisiana, praying to be recognized as the sole and only heir of Rudolph P. LeBlanc and as such to be placed in possession, as owner, of all property belonging to his estate; it having been shown that Rudolph P. LeBlanc, widower of Clara David, departed this life intestate in the City of Lafayette, Louisiana, while domiciled in the Parish of St. Martin, Louisiana, on the 22nd day of April, 1964, and that the decedent was married but once and then to Clara David, of which union one and only one child was born, none being adopted, namely Anita (Quanita) LeBlanc, who died intestate at her domicile in the Parish of Iberia, Louisiana, on the 20th day of November, 1953; it having been further shown that the said Anita (Quanita) LeBlanc was married twice, firstly to Travis Aillet, from whom she was legally divorced during which union no children were born and none adopted, and that she was married secondly to William George Gober, of which union one and only one child was born and none adopted, namely, William Frank Gober, petitioner; it having been further shown that by Judgment of Possession rendered on the 28th day of September, 1960 in the Succession of Clara David, wife of Rudolph P. LeBlanc, Probate No. 6074 of the Sixteenth Judicial District Court in and for the Parish of St. Martin, Louisiana, Rudolph P. LeBlanc, decedent herein, was recognized as owner and placed in possession of an undivided one-half interest in and to all property of which the said Clara David died possessed,

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together with the usufruct for the duration of his natural life in and to the remaining one-half of the said property; and that William Frank Gober, petitioner, was recognized as the sole and only heir of Clara David and as such he was placed in possession of an undivided one-half interest in and to all property of which the said Clara David died possessed, subject to the usufruct in favor of Rudolph P. LeBlanc; it having been shown that there are no debts due by this succession and that all inheritance taxes due the State of Louisiana by William Frank Gober have been paid:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that an administration of this estate be and it is hereby dispensed with.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that WILLIAM FRANK GOBER be and he is hereby recognized as the sole and only heir of Rudolph P. LeBlanc, deceased, and as such he is hereby placed in possession, as owner, of all property, real, personal or mixed, and wherever situated, of which the decedent died possessed, being particularly, but not necessarily exclusively, the following described property, to-wit:

PROPERTY SITUATED IN IBERIA PARISH, LOUISIANA

1. That certain lot of ground situated within the corporate limits of the City of New Iberia, Louisiana, in the Lees Addition to said city, together with the wooden frame house and all other improvements situated thereon, which lot measures 51 feet front on East Main Street by 125 feet in depth and which is bounded now or formerly as follows: North by Phillips Street, South by Lot No. 3, East by Muller and Broussard, formerly, now assigns, and West by Main Street. Being the same property acquired by Rudolph P. LeBlanc and William Frank Gober by Judgment of Possession rendered in the Succession of Clara David LeBlanc, Probate No. 6074 of the Sixteenth Judicial District Court in and for the Parish of St. Martin, Louisiana, recorded in Book 379, folio 139, under Entry No. 116981 of the Conveyance Records of Iberia Parish, Louisiana.
2. A certain sum of money on deposit in a Savings Account styled "R. P. LeBlanc" in the Peoples National

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Bank of New Iberia, Louisiana.

PROPERTY SITUATED IN ST. MARTIN PARISH, LA.

1. That certain tract or parcel of land, together with all improvements situated thereon and appertaining thereto, being the NE/4 of Section 23, Township 11 South, Range 5 East, containing 161.10 acres, more or less, and being situated in the Southwestern Land District of St. Martin Parish, Louisiana.

For title see: Act of Donation from Bazille Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899 in Book 52, Folio 590, under Entry No. 26877 of the Conveyance Records of St. Martin Parish, Louisiana; Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, Folio 337, under Entry No. 68294 of the aforesaid Conveyance Records; and Judgment of Possession dated September 28, 1960, recorded September 28, 1960, in Book 417, Folio 139, under Entry No. 116159 of the aforesaid Conveyance Records.

2. One 1956 Ford Victoria Automobile, bearing Motor No. M6MV126718, Louisiana 1964-65 License Plate 21-C-798.

3. Shares Nos. 032770 and 041538 - Southdown, Inc., a Louisiana corporation.

PROPERTY SITUATED IN LAFAYETTE PARISH, LA.

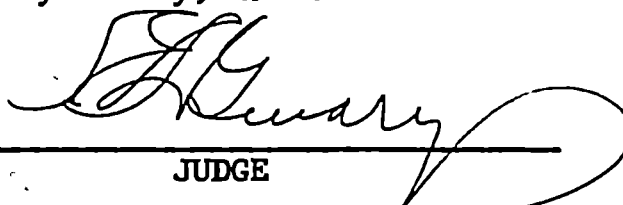
1. A certain sum of money on deposit in a checking account in the name of Rudolph P. LeBlanc in American Bank and Trust Company, Lafayette, Louisiana.

FINALLY, IT IS ORDERED, ADJUDGED AND DECREED that any bank, banker or trust company, warehouseman or depository, and any persons, corporations or partnerships having on deposit or in their possession or control any monies, credits, goods or things and rights of value belonging to Rudolph P. LeBlanc, decedent, or in which he may have an interest, and any corporation, the stock or registered bonds of which were owned by the said decedent, shall deliver and transfer said monies, credits, stocks, bonds or other things or rights of value to WILLIAM FRANK GOBER, herein recognized as the sole and only heir

of Rudolph P. LeBlanc.

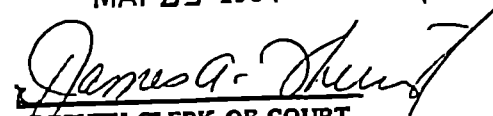
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JUDGMENT READ, RENDERED AND SIGNED, IN CHAMBERS, at St.  
Martinville, Louisiana, this 22<sup>nd</sup> day of May, 1964.

  
JUDGE

RECEIVED AND FILED .

MAY 22 1964

  
DEPUTY CLERK OF COURT

Prepared by: **CONVEYANCE**  
**JULIE EASON SMITH, P.A., Attorney**  
 2060 White Springs Boulevard  
 Oviedo, Florida 32765

Return to: **WAME**  
 Parcel I.D. No.:

262

342939

ALLEN COUNTY  
 CLERK  
 ST. MARTIN PARISH, LA.

02 SEP -3 AM 12:43

*Kelli P. Reneau*  
 DEPUTY CLERK

### WARRANTY DEED

**THIS WARRANTY DEED**, executed this 2/5<sup>th</sup> day of June, 2002, by **WILLIAM F. GOBER**, a single man, of the County of Lake and State of Florida, **Grantor**, and **WILLIAM F. GOBER**, as Trustee of **THE WILLIAM F. GOBER REVOCABLE LIVING TRUST** dated the 10th day of May, 2002, whose permanent address is 2111 Braxton Street, Clermont, Florida 34711, County of Lake and State of Florida, **Grantee**.

**WITNESSETH**, that the said Grantor, for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00) and other valuable consideration, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns forever, all the right, title interest, claim and demand which the said Grantor has in and to the following described land, situate, lying and being in **St. Martin Parish, Louisiana**, to wit:

**NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.**

**For title, see Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877; Conveyance Records of St. Martin parish, LA.; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the conveyance Records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.**

and said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. Where used herein the terms Grantor, Grantee and Trustee shall be construed as singular or plural as the context requires.

**GRANTOR AFFIRMS THAT THE PROPERTY DESCRIBED HEREIN IS NOT HOMESTEAD PROPERTY.**

If the initial Trustee, **WILLIAM F. GOBER**, cannot continue to serve as Trustee for any reason, then **YVONNE G. LORAH** shall serve as Successor Trustee. If **YVONNE G. LORAH** cannot continue to serve as Successor Trustee for any reason, then **MARK RUDOLPH GOBER** shall serve as alternate Successor Trustee.

All Successor Trustees are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

The powers of the Trustees and all Successor Trustees shall extend to any and all rights which the Grantor possess in the above described real property; any deed, mortgage, or other instrument executed by the Trustee shall convey all rights or interests of the Grantor including homestead; and the Trustee is appointed as the attorney-in-fact for the Grantor to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Grantor.

Any person dealing with the Trustee shall deal with said Trustee in the order as set forth above. However, no person shall deal with a Successor Trustee until one or more of the following have been received by said person or placed of record in the aforementioned county:

- A. The written resignation of the prior Trustee sworn to and acknowledged before a notary public.
- B. A certified death certificate of the prior Trustee.
- C. The order of a court of competent jurisdiction adjudicating the prior Trustee incompetent, or removing said Trustee for any reason.
- D. The written certificates of two licensed physicians not related by blood or marriage to the Grantor or any beneficiary of The William F. Gober Revocable Living Trust dated the 10th day of May, 2002, that the Trustee is unable to manage his or her own affairs or is physically or mentally incapable of discharging the duties of Trustee.
- E. The written removal of a Successor Trustee and/or the appointment of an additional Successor Trustee by the Grantor sworn to and acknowledged before a notary public; this right being reserved to Grantor, **WILLIAM F. GOBER**.

This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes for the year 2002 and subsequent years, and all mortgages of record which the Grantee herein assumes and agree to pay.

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee, his heirs and assigns forever.

CONVEYANCE  
BOOK PAGE  
1372 264

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sonya Bryant

William F. Gober

Witness Signature

Sonya Bryant

Witness Printed Name

Robert E. Gorton

**WILLIAM F. GOBER, Grantor**  
2111 Braxton Street  
Clermont, Florida 34711

Witness Signature

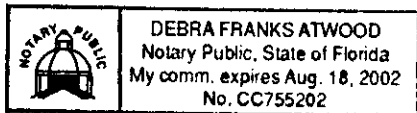
Robert E. Gorton

Witness Printed Name

STATE OF FLORIDA :  
COUNTY OF LAKE :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **WILLIAM F. GOBER, a single man**, who produced a valid Florida Driver's License as identification and who executed the foregoing instrument and acknowledged to and before me that he executed the same.

WITNESS my hand and official seal this 21 day of June, 2002.



Debra Franks Atwood  
NOTARY NAME: Debra Franks Atwood  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: Aug 18, 2002

N.B. This deed has been prepared at the Grantor's request without examination or legal opinion of title.

351626

ALLEN BLANCHARD, SR.  
CLERK OF COURT  
ST. MARTIN PARISH, LA

03 MAY 27 AM 9:34

DEPUTY CLERK

**EXTRACT OF TRUST OF THE  
THE WILLIAM F. GOBER REVOCABLE LIVING TRUST  
DATED MAY 10, 2002  
PURSUANT TO LA. R.S. 9:2262.2**

STATE OF FLORIDA

COUNTY OF SEMINOLE

Pursuant to La. R. S. 9:2262.2, and duly acknowledged, the William F. Gober, Grantor and Trustee of The William F. Gober Revocable Living Trust dated May 10, 2002, hereby files this Extract of Trust providing the following information:

1. Suggested Registration. The suggested registration of assets is:

William F. Gober, as Trustee  
or his successor in trust, of  
The William F. Gober Revocable Living Trust  
Dated May 10, 2002

Abbreviated forms of registration are permissible. On bank accounts, the word "or" may be used to separate any Trustees names. Other financial institutions and third persons dealing with Trustees may use the word "or" to separate the names of the subsequent Trustees as evidencing the independent signature powers granted by paragraph 4. below.

2. Tax Identification. The current tax identification for the Trust is [REDACTED].

3. Investment Powers. The Trustee and his successors are not limited in their investment powers and have the same authority to purchase or sell any investment as an individual possesses in the management of his or her own affairs. Said powers without limitation include the power to buy, sell, hold, transfer, or exercise any ownership rights in any asset for the Trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit to or withdraw from any bank, brokerage or mutual fund account (including margin accounts), and to sign checks or drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security.

4. Any Current Trustee May Sign. Any current Trustee shall have the power to transact Trust business on his/her sole signature and any person shall accept any Trustee's signature on any

document as binding the Trust. If necessary, a Trustee is authorized to sign the name of the other Trustee on any documents and any financial institution may rely upon this certificate in issuing a signature guarantee.

5. Successor Trustees. If William F. Gober cannot continue to serve as Trustee for any reason, the Successor Trustee shall be Yvonne G. Lorah. If Yvonne G. Lorah cannot continue to serve as Trustee for any reason, the alternate Successor Trustee shall be Mark Rudolph Gober.
6. Dealing with Successor Trustees. Anyone shall deal with a Successor Trustee upon receiving written notice of the death, incapacity, resignation, or removal of the prior Trustee. Incapacity shall be deemed present if the written notice states a legal disability or if two licensed physicians not related by blood or marriage to the Grantor or any beneficiary of this Trust certify that a Trustee is unable to manage his or her own affairs; however, said Trustee may resume his or her duties if the legal disability is removed or two licensed physicians not related by blood or marriage to the Grantor or any beneficiary of this Trust certify to his or her rehabilitation. Removal and substitution of Trustees is a power reserved by the Grantor.
7. Authorized Signer. Either Grantor or any Trustee shall have the power to designate any agent as having the authority to sign on any bank, savings and loan, brokerage, mutual fund, or other account held by the Trust. Said authorized signer may be a Successor Trustee that has not yet assumed the duties of Trustee. Said agent shall act in a fiduciary capacity and shall be accountable to the Trust; however, any financial institution or other third person who deals with the authorized signer may rely upon all actions taken by the authorized signer as binding the Trust without inquiry. The authority granted to the authorized signer shall survive the Grantor, but may be revoked by the Trustee.
8. Protection of Persons Dealing with the Trustee. Any person who is in possession of a photocopy of this certificate may in good faith rely upon the information it contains and shall not be liable to the Grantor, any Trustee, or beneficiary for reliance upon the information contained in this certificate. Further, any person shall assume the authority of the Trustee to act, need not see the application of any money or property delivered to the Trustee, and shall not require the approval of the Grantor, any beneficiary, or any court to any transaction.
9. Additional Certification. Any person may rely upon the certification of any Trustee as to matters which are not contained in this certificate, including a further enumeration of Trustee powers.
10. Notice. No financial institution or other third person who uses this certificate shall be charged with notice of any event upon which the use of this certificate depends unless said notice is in writing and until the notice is delivered to said person.
11. Property Description. The description of the immovable property subject to the Trust is attached hereto as Exhibit A.

CONVEYANCE  
BOOK PAGE  
1385 478

Executed, this 21<sup>st</sup> day of June, 2002.

  
William F. Gober, Grantor and  
Trustee of The William F. Gober  
Revocable Living Trust dated  
May 10, 2002

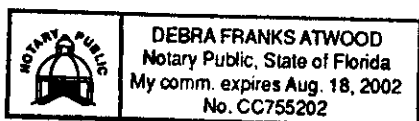
ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF ~~SEMINOLE~~ LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared: **WILLIAM F. GOBER**, a single man, who produced a valid Florida driver's license as identification and who executed the foregoing instrument and acknowledged to and before me that he executed the same.

Witness my hand and official seal this 21 day of June, 2002.



Debra Franks Atwood  
Notary Name: Debra Franks Atwood  
State of Florida  
By Commission Expires: Aug 18, 2002

CONVEYANCE  
BOOK PAGE  
1385 480

**EXHIBIT "A"**

NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.

For title, see Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877; Conveyance Records of St. Martin Parish, LA; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the conveyance records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.

CONVEYANCE  
PAGEALLEN BLANCHARD, SR.  
CLERK OF COURT  
ST. MARTIN PARISH, LA

1386

043

352038

03 JUN -6 AM 9:55

## ACT OF TRANSFER

  
DEPUTY CLERK

For Ten Dollars (\$10.00) and other good and valuable consideration, this Act of Transfer is made effective on this 7<sup>th</sup> day of May, 2003, before the undersigned Notaries Public, duly commissioned and qualified in and for their respective State and County, and in the presence of the undersigned competent witnesses, personally came and appeared:

**THE WILLIAM F. GOBER REVOCABLE LIVING TRUST**, dated May 10, 2002, (S.S.No. [REDACTED]), herein represented by its undersigned and duly authorized trustee, William F. Gober, with a mailing address of 10743 Versailles Boulevard, Clermont, Florida 34711 (hereinafter referred to as the "**TRANSFEROR**"),

who declared that it does hereby transfer, convey, assign, abandon, contribute and deliver all of its right, title and interest in and to the immovable property described hereinbelow, with full warranty of title and subrogation to all rights and actions of warranty **TRANSFEROR** may have, unto:

**WILLIAM F. GOBER** (S.S.No. [REDACTED]), a resident of lawful age of the County of Lake, State of Florida, with a mailing address of 10743 Versailles Boulevard, Clermont, Florida 34711 (hereinafter referred to as the "**TRANSFeree**"),

the following described property, the possession and delivery of which **TRANSFeree** hereby acknowledges:

NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.

Being the same property acquired by previous owners in Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877, Conveyance Records of St. Martin Parish, LA; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the Conveyance Records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida,  
in the presence of me, Notary, and the undersigned competent witnesses who have signed in the  
presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

**WITNESSES:**

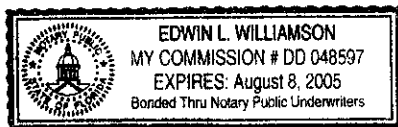
*Jo Anne D. Parks*  
Jo Anne D. Parks

*Karen F. Rivett*  
Karen F. Rivett

**TRANSFeree:**

*William F. Gober*  
William F. Gober

*Edwin L. Williamson*  
Notary Public



CONVEYANCE  
BOOK PAGE  
1386 045

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

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 2003 will be pro-rated and paid by Transferee.

It is not the intention of the parties hereto to create a vendor's lien or resolutory condition and if any shall be deemed to have been created it is expressly waived and renounced by the parties hereto.

All agreements and stipulations herein contained and all the obligations herein assumed shall insure to the benefit and be binding upon the heirs, successors, and assigns of the respective parties and the **TRANSFEE**, its successors and assigns shall have and hold the described property in full ownership.

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

**WITNESSES:**

**TRANSFEROR:**

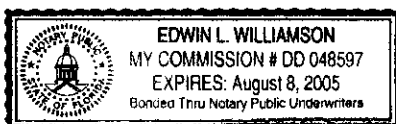
**THE WILLIAM F. GOBER  
REVOCABLE LIVING TRUST**

Jo Anne D. Parks  
Jo Anne D. Parks

By: William F. Gober  
William F. Gober, Trustee

Karen F. Rivett  
Karen F. Rivett

Edwin L. Williamson  
Notary Public



COVEYANCE  
BOOK PAGE  
1386 048

ALLEN BLANCHARD, SR.  
CLERK OF COURT  
ST. MARTIN PARISH, LA

352040

03 JUN -6 AM 10: 01

ACT OF TRANSFER

*Kelli Romero*  
DEPUTY CLERK

For Ten Dollars (\$10.00) and other good and valuable consideration, this Act of Transfer is made effective on this 7<sup>th</sup> day of May 2003, before the undersigned Notaries Public, duly commissioned and qualified in and for their respective State and County, and in the presence of the undersigned competent witnesses, personally came and appeared:

**WILLIAM F. GOBER** (S.S.No. [REDACTED]), a resident of lawful age of the County of Lake, State of Florida, with a mailing address of 10743 Versailles Boulevard, Clermont, Florida 34711 (hereinafter referred to as the "**TRANSFEROR**"),

who declared that he holds one hundred (100%) percent of the membership interest in Clara David, L.L.C., as an additional contribution to the capital of Clara David, L.L.C., he does hereby transfer, convey, assign, abandon, contribute and deliver all of his right, title and interest in and to the immovable property described herein below, with full warranty of title and subrogation to all rights and actions of warranty **TRANSFEROR** may have, unto:

**CLARA DAVID, LLC.**, a Florida limited liability company, (Tax I.D. No. 56-2350459) with its registered office located at 10743 Versailles Boulevard, Clermont, Florida 34711, represented herein by its duly authorized manager, Yvonne Lorah (hereinafter referred to as the "**TRANSFeree**"),

the following described property, the possession and delivery of which **TRANSFeree** hereby acknowledges:

NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.

Being the same property acquired by previous owners in Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877, Coveyance Records of St. Martin Parish, LA; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the Conveyance Records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.

CONVEYANCE  
BOOK PAGE  
1386 049

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

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 2003 will be pro-rated and paid by Transferee.

It is not the intention of the parties hereto to create a vendor's lien or resolutory condition and if any shall be deemed to have been created it is expressly waived and renounced by the parties hereto.

All agreements and stipulations herein contained and all the obligations herein assumed shall insure to the benefit and be binding upon the heirs, successors, and assigns of the respective parties and the **TRANSFEE**, its successors and assigns shall have and hold the described property in full ownership.

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

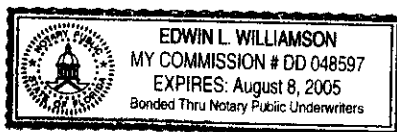
**WITNESSES:**

Jo Anne D. Parks  
Jo Anne D. Parks  
Karen F. Rivett  
Karen F. Rivett

**TRANSFEROR:**

William F. Gober  
William F. Gober

Edwin L. Williamson  
Notary Public



CONVEYANCE  
BOOK PAGE  
1386 050

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida,  
in the presence of me, Notary, and the undersigned competent witnesses who have signed in the  
presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

WITNESSES:

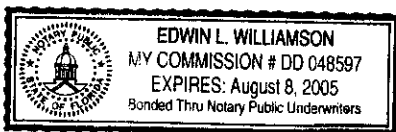
Jo Anne D. Parks  
Jo Anne D. Parks

Karen F. Rivett  
Karen F. Rivett

TRANSFeree:

Yvonne Lorah  
Yvonne Lorah, Manager

Edwin L. Williamson  
Notary Public



# St. Martin Parish Recording Page

Allen Blanchard, Sr  
CLERK OF COURT  
PO BOX 308  
St Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

CLARA DAVID LLC

**First VENDEE**

SCHAEFER REALTY HOLDINGS LLC

**Index Type :** Conveyance

**Inst Number :** 409572

**Type of Document :** Cash Sale & Plat

**Book :** 1494

**Page :** 272

**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 St. Martin Parish, Louisiana

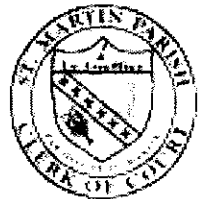
On (Recorded Date) : 04/03/2008

At (Recorded Time) : 12:30:51PM



Doc ID - 004012640008

*Allen Blanchard, Sr*  
Deputy Clerk



Do not Detach this Recording Page from Original Document

**CASH SALE**

**BE IT KNOWN**, that on this **2nd** day of **April, 2008**, before me, the undersigned Notary Public, duly commissioned and qualified as such, personally came and appeared:

**CLARA DAVID, L.L.C., a Florida limited liability company, being represented herein by Yvonne Lorah, its duly authorized representative, pursuant to the authority attached hereto,**

who declared that for the consideration hereinafter mentioned it does by these presents, sell, transfer and deliver with limited guarantee of title for Seller's own acts but free from all encumbrances and with subrogation to all of its rights and actions of warranty against previous owners, unto:

**SCHAEFER REALTY HOLDINGS, L.L.C., a Texas limited liability company, being represented herein by Josh Koch, its duly authorized representative, whose mailing address is 2210 Twin Oaks Blvd., Kemah, TX 77565;**

present, accepting and purchasing for itself and heirs and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., dated October 25, 2007, revised April 1, 2008, a copy of which is attached hereto and made a part hereof for all purposes, and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Martin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

Being the same property acquired by Clara David, LLC on May 7, 2003 by Act of Transfer recorded under Entry No. 352040 of the Records of St. Martin Parish, Louisiana.

This sale is made accepted subject to the restrictive covenants, easements, mineral reservations, mineral leases and obligations of ownership, etc., affecting the above described property in the St. Martin Parish Clerk of Court's Office.

*Initials*

MP/LRS Purchaser has inspected the property and is aware of the property's present condition and has taken its condition into consideration in negotiating the sales price. Purchaser has had full opportunity to inspect the property and to have it inspected by a consultant of Purchaser's choice. Purchaser accepts the property and all of the improvements thereon in whatever condition it exists as of the date of the sale without any warranty other than the warranty of title. Purchaser takes the property "AS IS" and without any expressed, implied or statutory warranties growing out of or connected with any vices and defects in the property, whether apparent, latent or hidden, or redhibitory vices and defects. Purchaser expressly waives any right for a rescission of the sale or reduction in the price of the property as a result of such vices and defects and further expressly waives any warranty of merchantability or fitness for any particular purpose, including, but not limited to, the warranties provided for in Articles 2520, 2531, 2541, 2542 and 2545 of the Louisiana Civil Code, and under any successor articles thereto.

Seller expressly reserves unto itself, its successors and/or assigns, one half (1/2) of all of the oil, gas or other minerals in and under the property, and one hundred (100%) percent of the executive rights thereto, except that the use or disturbance of the surface of the property herein sold shall not be permitted in connection with such reservation.

Seller warrants that the property taxes for all prior years have been paid. The parties assume their prorata share of the payment of all taxes assessed against the property herein sold

for the year 2007. This sale is made and accepted for and in consideration of the sum of **THREE MILLION TWO HUNDRED THOUSAND DOLLARS 00/100 (\$3,200,000.00)**, cash in hand paid, for which acquittance is herein granted.

AND INTO THESE PRESENTS came and intervened WILLIAM F. GOBER, appearing herein individually and as Trustee of the WILLIAM F. GOBER REVOCABLE LIVING TRUST who declared that for the same consideration recited herein, he does hereby transfer, assign, quitclaim, remise, release and relinquish unto Schaefer Realty Holdings, L.L.C. all of the rights, title and interest which he has or may have in and to the above described property.

**THUS DONE AND PASSED** at my office in the Parish of Lafayette, State of Louisiana, on the day and date first hereinabove written, in the presence of the undersigned witnesses, who sign with Appearers and me, officer, after due reading of the whole.

WITNESSES:

**CLARA DAVID, L.L.C.**

Dorothy L. Bourgeois By: Yvonne Lorah  
Printed Name: Dorothy L. Bourgeois **YVONNE LORAH, AUTHORIZED REPRESENTATIVE**

Clare L. Wyatt **SCHAEFER REALTY HOLDINGS, L.L.C.**  
Printed Name: Clare L. Wyatt

By: John Koch for Louis E. Schaefer  
**JOHN KOCH, AUTHORIZED REPRESENTATIVE**

Julius J. Stagg, IV  
NOTARY PUBLIC

Julius J. Stagg, IV  
Bar Roll # 24655

THUS DONE AND PASSED at my office in the County of LAKE, State  
of Florida, on the 1 day of April, 2008 in the  
presence of the undersigned witnesses, who sign with Appearers and me, officer, after due  
reading of the whole.

WITNESSES:

Samantha Mariapen  
Print  
Name Samantha Mariapen

William F. Gober  
WILLIAM F. GOBER

WILLIAM F. GOBER REVOCABLE  
LIVING TRUST

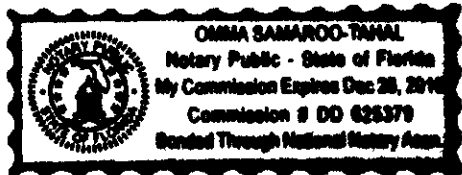
Angela J. Kerr  
Print  
Name Angela J. Kerr

William F. Gober  
By: William F. Gober, Trustee

Omnia Samaroo-Tahal

NOTARY PUBLIC

Notary Name: Omnia Samaroo-Tahal  
Notary ID No. DD 025379



NOTE: Louisiana law requires two (2) witnesses in addition to the Notary Public. The  
Notary cannot be a witness. Do not notarize by acknowledgment or attachment.

CERTIFICATE

BY: CLARA DAVID, L.L.C.

TO: WHOM IT MAY CONCERN

BE IT KNOWN, that on the day and date set forth herein below, WILLIAM F. GOBER, YVONNE LORAH, and MARK R. GOBER sole member of CLARA DAVID, L.L.C., (the "Limited Liability Company" or "the Company"), a Florida Limited Liability Company does hereby certify as follows:

- (1) That we are the Sole Members of the Limited Liability Company;
- (2) That on the 31st day of December, 2007, a meeting of the Member of the Limited Liability Company was duly called and properly held in accordance with law and that at said meeting the following preamble and Resolutions were duly and legally adapted, and are still in full force and effect. They are as follows, to-wit:

"WHEREAS, CLARA DAVID, L.L.C., (the "Limited Liability Company") desires to sell the following described property to Schaefer Realty Holdings, L.L.C. and further desires to confer the power to effect such sale upon YVONNE LORAH, its duly authorized Member, said property being more full described as follows:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Marin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

THEREFORE, IT IS RESOLVED that the Limited Liability Company acting through its duly authorized Member, YVONNE LORAH, sell the above described property to Schaefer Realty Holdings, L.L.C. for such terms and conditions as its duly authorized Member may deem proper in her sole discretion.

BE IT FURTHER RESOLVED, that YVONNE LORAH, its duly authorized Agent be and he hereby is individually authorized and empowered and directed to execute for and on behalf of and in the name of this *Limited Liability Company*, option agreements, sale or purchase agreements, acts of sale, vendor's liens, settlement statements, acknowledgements, affidavits and any and all other instruments or acts which, in his individual discretion, may be deemed necessary and proper in order to accomplish the purposes described hereinabove."

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of March, 2008.

CLARA DAVID, L.L.C.

  
BY: WILLIAM F. GOBER, Member

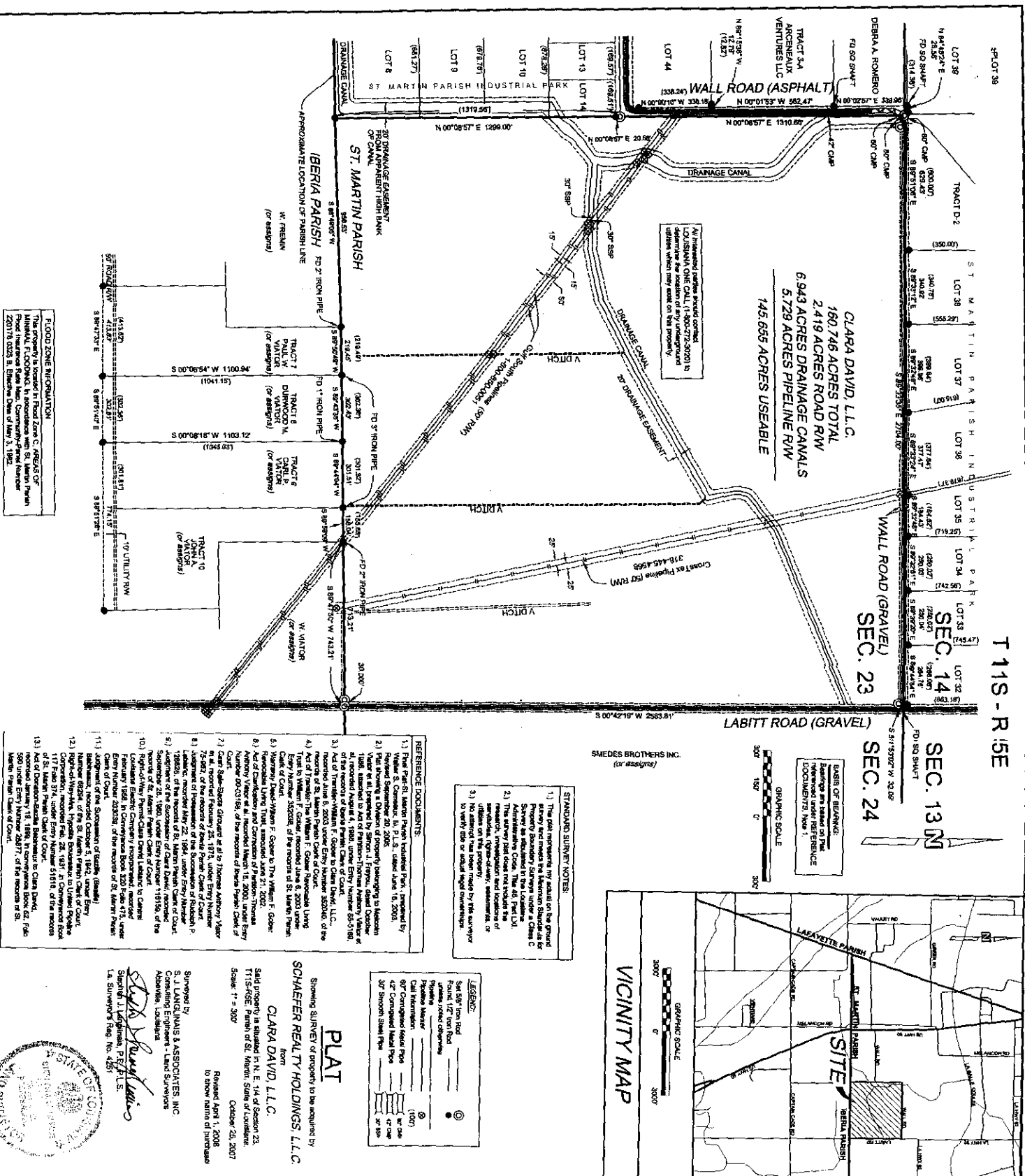
  
BY: YVONNE LORAH, Member

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of March, 2008.

CLARA DAVID, L.L.C.

A handwritten signature in black ink, appearing to read "Mark R. Gober", written over a horizontal line.

BY: MARK R. GOBER, Member



St. Martin Parish Recording Page

Allen Blanchard, Sr  
CLERK OF COURT  
PO BOX 308  
St Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

ST MARTIN PARISH GOVERNMENT

Index Type : Conveyance

Inst Number : 424505

Type of Document : Dedication & Plat

Book : 1536

Page : 769

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 St. Martin Parish, Louisiana

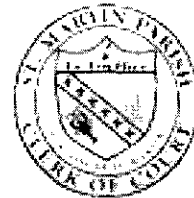
On (Recorded Date) : 06/11/2009

At (Recorded Time) : 10:04:07AM



Doc ID - 004192590006

*Judy L Cormier*  
Deputy Clerk



Do not Detach this Recording Page from Original Document

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**ACT OF DEDICATION OF SERVITUDES**

BE IT KNOWN, that on this 20th day of May, 2009, 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:

SCHAEFER REALTY HOLDINGS, L.L.C., a Texas limited liability company, being represented herein by Louis E. Schaefer, Jr., its duly authorized President, whose mailing address is 100 Enterprise Avenue, League City, TX 77573;

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 "ROW ACREAGE, 2.151 ACRES TOTAL" located in the Parish of St. Martin, as shown and set forth in that certain plat of survey entitled "Right of Way to be acquired by St. Martin Parish from Schaefer Realty Holdings, L.L.C.", prepared by S. J. Langlinais & Associates, Inc., dated the 30th day of March, 2009, a copy of which is attached hereto and made a part hereof.

Appearer does by these presents dedicate, create and establish exclusively in favor of the St. Martin Parish Government (hereinafter the "Parish"), for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the Parish to use same or who as a result of this dedication may derive any benefit therefrom, a thirty-five (35') wide servitude for the widening of Wall Road and constructing a drainage ditch as 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 Parish and such other persons, entities or estates who are given authority by the Parish to use the servitudes, rights of passage, rights of way as 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 Parish and any such individuals, entities and estates as are authorized by the Parish shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating any road and/or drainage ditch or 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 a drainage ditch; 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. The Parish agrees to provide for the perpetual maintenance of any and all drainage ditches, including roadside ditches on the property 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 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 Parish, for the ultimate benefit of the public, a thirty-five (35') wide servitude for the widening of Wall Road and constructing a drainage ditch as reflected on the plat of survey and to provide for the use and enjoyment of same by the public. The servitudes shall be subject to full use by the Parish and those authorized by it for the purposes for which they are intended by those having the need or responsibility of providing drainage or other services to the properties or estates to be serviced or benefited by said servitudes, whether contiguous or not.

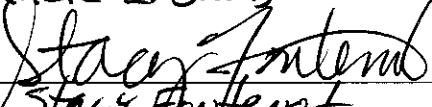
And into these presents came and intervened the St. Martin Parish Government who, in consideration for the rights granted herein, agrees to construct a drainage ditch along Wall Road within the right of way granted herein pursuant to the plans attached hereto and extend the drainage across Labit Road with a culvert across Labit Road to the drainage ditch along the easterly side of Labit Road. Construction on said Wall Road Drainage Ditch is to commence on or about the end of June or July 1, 2009, and is to be completed by the Parish within 90 days after commencement, weather permitting.

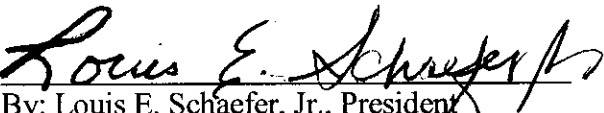
**[SIGNATURES ON FOLLOWING PAGES]**

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:

SCHAEFER REALTY HOLDINGS, L.L.C.

  
\_\_\_\_\_  
Kacie L. Silva  
  
\_\_\_\_\_  
Stacy Fontenot

  
\_\_\_\_\_  
By: Louis E. Schaefer, Jr., President

  
\_\_\_\_\_  
NOTARY PUBLIC  
**Ferdinand J. Iseringhausen, Jr.**  
Bar Roll #20232

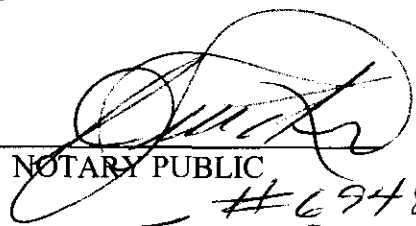
THUS DONE AND PASSED on the 9<sup>th</sup> day of June, 2009, before me, Notary, and in the presence of the undersigned competent witnesses, after due reading of the whole.

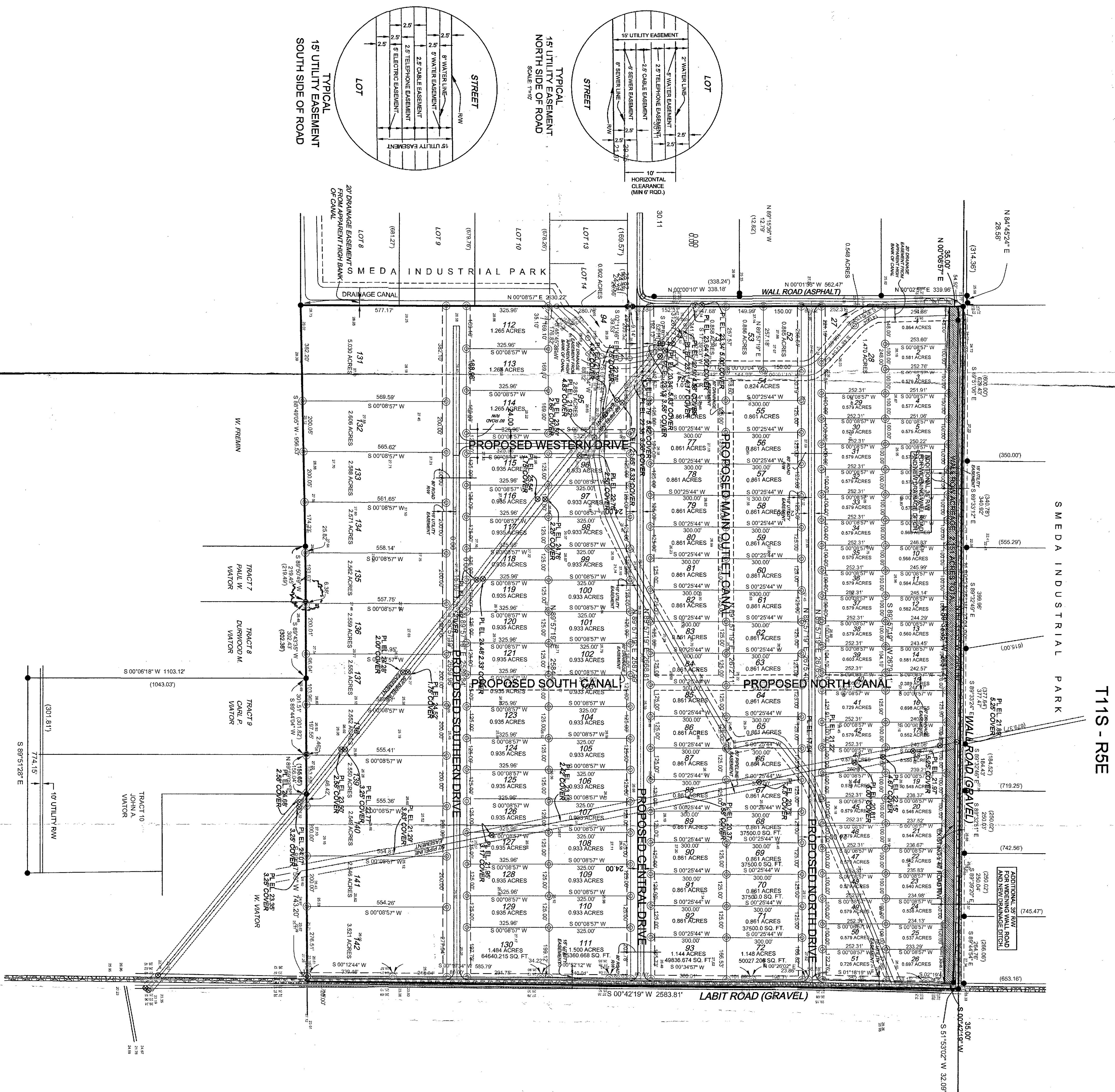
WITNESS:

ST. MARTIN PARISH GOVERNMENT

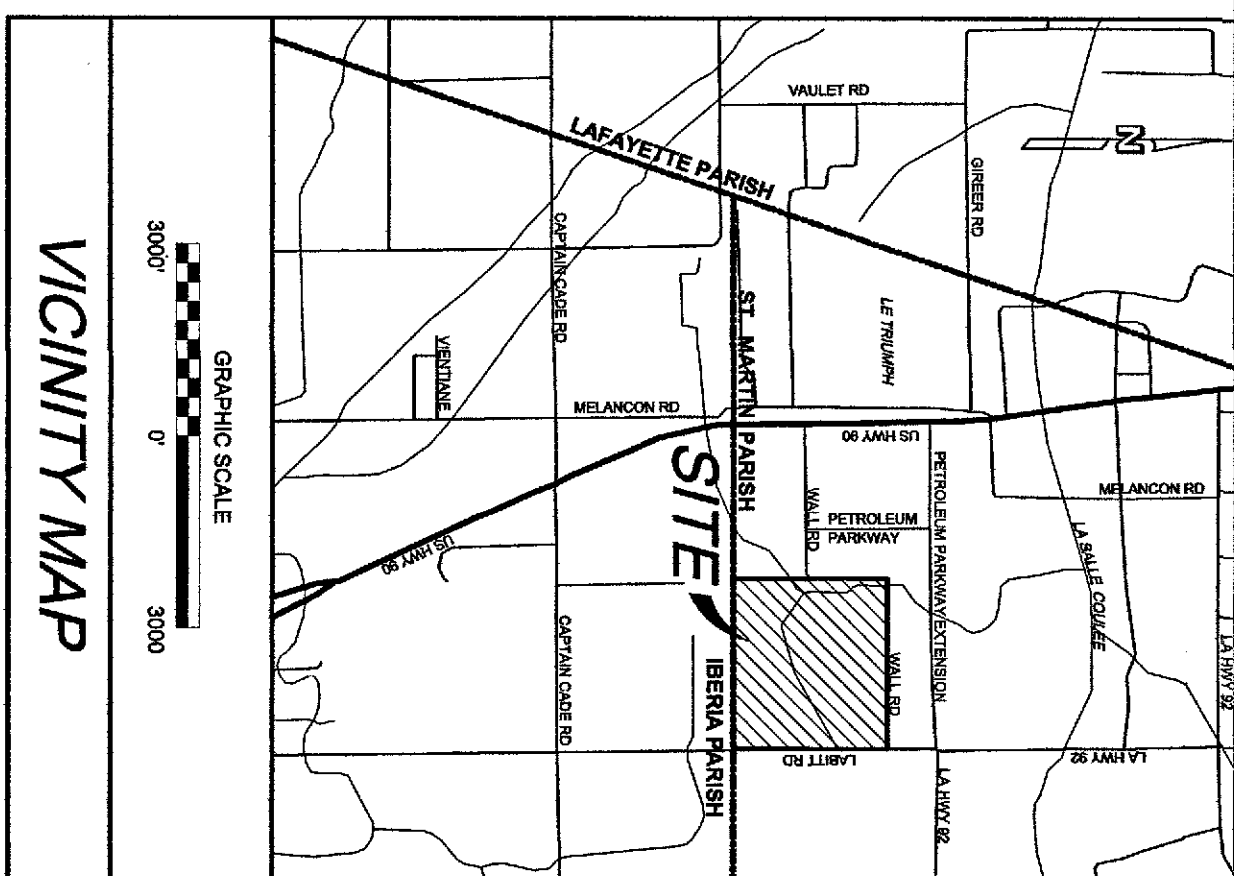
Lesley H. Shodeary  
Monette Theriot

  
By: Guy Cormier, President

  
NOTARY PUBLIC  
#6948.2  
Fabian D. Tucker



# WALL ROAD RIGHT-OF-WAY

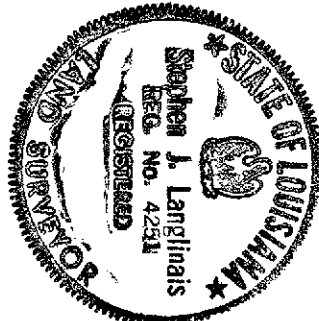


**PLAT**

Right-of-Way to be acquired by  
**ST. MARTIN PARISH**  
from  
**SCHAEFER REALTY HOLDINGS, L.L.C.**  
Total project to be situated in E. and W. locations,  
St. Martin Parish, State of Louisiana.  
Scale: 1" = 200'  
MAY 5, 2009

Surveyed by  
S. J. LANGLINS & ASSOCIATES, INC.,  
Consulting Engineers - Land Surveys  
2415 Veterans Memorial Drive  
Aldridge, Louisiana 70533

*S. J. Langlins*  
Stephen Langlins, E.I.T., P.L.S.



**SCHAEFER INDUSTRIAL PARK**  
**SCHAEFER REALTY HOLDINGS, LLC**  
 100 ENTERPRISE AVENUE  
 LEAGUE CITY, TX 77573  
 Ph. (281)538-6171 (OFC)  
 Ph. (713)614-1033 (CELL)

**S. J. LANGLINAIS & ASSOCIATES, INC.**  
CONSULTING ENGINEERS - LAND SURVEYORS  
2413 VETERANS MEMORIAL DRIVE  
ABBEVILLE, LOUISIANA 70510  
Ph. (337) 893-7643

DRAFTSMAN: SG, BTL  
DATE: JUNE 20, 2008  
REVISED: OCTOBER 12, 2008  
FEBRUARY 20, 2009; APRIL 15, 2009;  
MAY 5, 2009  
REVIEWED BY: SJL  
DATE: FEBRUARY 20, 2009  
DATE: MARCH 12, 2009  
DATE: APRIL 15, 2009; MAY 5, 2009

DRAWING NUMBER

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

SCHAEFER REALTY HOLDINGS LLC

Index Type : Conveyance

Inst Number : 472193

Type of Document : Restrictions

Book : 1663      Page : 354

Recording Pages : 9

Recorded Information

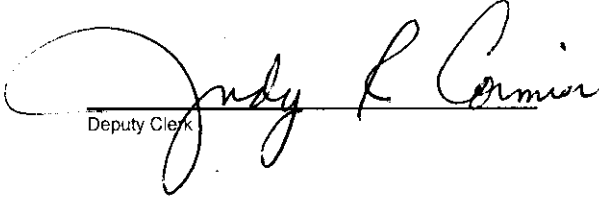
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

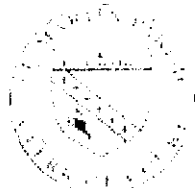
On (Recorded Date) : 11/08/2013

At (Recorded Time) : 4:13:14PM



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Deputy Clerk



**SCHAEFER INDUSTRIAL PARK**  
**BUILDING RESTRICTIONS**

**BE IT KNOWN**, that on the 7th day of November, 2013, before me, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

**SCHAEFER REALTY HOLDINGS, L.L.C.**, a Texas limited liability company, being represented herein by Louis E. Schaefer, Jr., its sole member, whose mailing address is 2210 Twin Oaks Blvd., Kemah, TX 77565;

(hereinafter referred to as "Declarant") who, after first being duly sworn, declared that it is the owner of the following described property, to-wit:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., dated October 25, 2007, revised April 1, 2008, a copy of which is attached to that act recorded under Entry No. 409572 and made a part hereof for all purposes, and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Martin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

Declarant declared that, desiring to lay off a portion of the Property into lots for the purpose of offering same for sale, Declarant has caused a portion of the Property to be surveyed and divided into lots, blocks and streets, same to be known as SCHAEFER INDUSTRIAL PARK, PHASE IA, a subdivision of the Parish of St. Martin, Louisiana (hereinafter referred to as "the Property") all as shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S. dated September 6, 2012, last revised November 7, 2013 entitled "Final Plat Showing Survey of Schaefer Industrial Park, Phase IA, Belonging to Schaefer Realty Holdings, L.L.C." a copy of which is attached hereto and made a part hereof for all purposes, (hereinafter the "Plat of Survey").

Declarant declared that it has submitted for Final Approval the Plat of Survey subdividing a portion of the Property into lots, and delineating and designating certain streets, utility servitudes, drainage servitudes and/or other servitudes which are to be provided in accordance with the applicable regulations for subdivision plat approval promulgated by the St. Martin Parish Government (hereinafter, together with the then governing authority, from time to time, the "Government"), or by its predecessors but now administered by the Government.

Declarant declares, accordingly, that it does by these presents dedicate to public use, for and on behalf of the public in general, but in particular in favor of the Government, Forum Drive, said dedication to be considered a formal statutory dedication in accordance with the provisions of LSA-R.S. 33:5051, et seq..

Declarant further declares that it does hereby further dedicate, create and establish exclusively in favor of the Government, for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the Government to use same or who may as a result of this dedication may derive any benefit therefrom, any and all utility servitudes, drainage servitudes and other items shown on the Plat of Survey but specifically excluding those that are identified as "private" servitudes; easements or other items. Declarant declares that in connection herewith, Declarant grants a perpetual predial servitude(s) in favor of the Government and such other persons, entities or estates who are given authority by the Government to use the servitudes and other items shown on the Plat of Survey (with the exception of those identified as "private" on the 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 Government and any such individuals, entities and estates as are authorized by the Government 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 of Survey, clear brush, trees and other items or obstacles as may interfere with the free use of said servitudes, construct drainage, electric, sewer, water and other utility facilities, remove all obstacles which would hamper or preclude the exercise of the servitudes, and otherwise have full access for the purpose of utilizing and maintaining the servitudes and any improvements hereafter or heretofore constructing therein or thereon.

In connection with the exercise of the use of the servitudes created hereby, the Government, 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 the Plat of Survey, 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 is to dedicate to the Government, for the ultimate benefit of the public, all utilities servitude streets, rights-of-way and other matters as reflected on the Plat of Survey except those designated as "private" 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 Government, which will have full authority to regulate the use of said non-private servitudes, streets, rights-of-way, rights-of-passage and other items as shown on the Plat of Survey. The said servitudes shall be subject to full use by the 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 estates to be serviced or benefited by said servitudes, whether contiguous or not.

Declarant declares that in order to dispose of the Property to the best advantage and to assure all prospective purchasers that the Property will be properly developed, Declarant binds itself, its successors and assigns, not to sell the Property except under the following restrictions and covenants which are deemed to be predial servitudes to run with the Property. Declarant hereby establishes a Board of Schaefer Industrial Park (hereinafter the "Board") to enforce and modify the restrictive covenants, agreements, easements, limitations, and charges as more fully set forth herein. The Board shall consist of Louis E. Schaefer, Jr., James S. Schaefer and Graham L. Schaefer. Any action taken by the Board shall require the consent of a majority of the board members.

- A. Application.** The land referred to as the "Schaefer Industrial Park," collectively referred to as the "Park," is described as follows:

Property owned by Schaefer Realty Holdings, L.L.C. by virtue of a deed from Clara David, L.L.C., dated April 2, 2008, and recorded April 3, 2008, under Entry Number 409572, in Book 1494, at Page 272, of the records of St. Martin Parish, Louisiana and referred to by the following description:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., dated October 25, 2007, revised April 1, 2008, a copy of which is attached to that act recorded under Entry No. 409572 and made a part hereof for all purposes, and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Martin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

The Park and the adjoining roads shall be subject to the restrictive covenants, agreements, easements, limitations, and charges as set forth herein, and shall be considered a part of every conveyance of a building site in the Park without being written therein. The restrictive covenants herein contained are for the mutual benefit and protection of the owner(s), present and future, of all land within the boundaries of the Park, and shall run with and bind the land and inure to the benefit of and be enforceable by the Board of Directors of the Schaefer Industrial Park (the "Board") and/ or any owner(s), present and future, of any building site in the Park, their respective legal representatives, heirs, successors, grantees, and assigns. The Board and/ or any owner(s), present or future of any building site included in the Park, shall be entitled to injunctive relief against any violation thereof and/or damages caused by said violation, but there shall be no right of reversion or forfeiture of title resulting from such violation. The term "building site" shall mean: A) any of the lots that are part of the Park; B) a portion of any said lots; C) a combination of two or more of any said lots; D) a combination of two or more portions of any said lots; or E) a combination of or part of any of the above.

- B. **Term.** These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these restrictive covenants are recorded. After the initial period of thirty (30) years, the restrictive covenants shall be automatically extended for successive periods of ten (10) years each, unless, at any time after the said thirty (30) year period, an instrument signed by the then owners of a majority of the square footage (excluding then publicly dedicated tracts and/or common areas) of the building sites in the Park has been recorded, agreeing to change, alter, amend or terminate said restrictive covenants in whole or in part. Notwithstanding anything contained herein to the contrary, the restrictive covenants may be waived by the Board as to any building site and/or changed, altered, amended or terminated in whole or in part at any time and from time to time by the Board as to any building site then owned by the Board.
- C. **Amendment; Waiver.** Upon application being made to the Board, the Board may waive anyone or more of the restrictive covenants with respect to any building site if a waiver is requested by the owner of the building site, upon finding that such waiver would not be detrimental to the Park; but any such waiver, which must be

evidenced in writing, shall not be deemed or construed to be a waiver of any such restrictive covenants with respect to any other building site.

The restrictions and restrictive covenants contained herein may also be changed, altered, amended or terminated in whole or in any part at any time by the Board by executing a written amendment hereto, and filing the same of record in the Conveyance Records of St. Martin Parish. All amendments shall apply to all lands within the boundaries of the Park, from the time of their filing in the records of the Clerk of Court of St. Martin Parish.

- D. **Enforcement; Conciliation.** No action in court to enforce any restrictive covenant herein by an owner or owners of any building site in the Park shall be brought until such owner or owners shall have referred its complaint to the Board for the purpose of consultation and conciliation, and until a period of time of ninety (90) days shall have passed from the date of such reference.
- E. **Use.** Anything to the contrary contained anywhere in these restrictions notwithstanding, no portion of the Park may ever be used, even on a temporary basis, as a "junk yard," salvage yard, or similar business.
- F. **Design, Control and Maintenance.** No building, fence, wall or other structure shall be commenced, erected, or maintained on a building site, and no change, addition or alteration to the exterior of any building, fence, wall or other structure shall be made until the building, fence, wall or other structure have been submitted to and approved by the Board. All buildings, fences, walls and other structures erected, and all additions or alterations made shall conform with the construction standards specified by all government codes and regulations then in force.

Open spaces shall be landscaped to present a pleasing appearance and to conform to reasonable standards; however, no landscaping shall be placed on any building site until the plans of such landscaping have been submitted to and approved by the Board. Each building, fence, wall or other structure and the landscaping shall be erected and placed upon a building site only in accordance with the plans and specifications and plot plan approved by the Board. Any change, alteration or modification to the exterior appearance of any building, fence, wall or other structure or to the landscaping shall be deemed an alteration requiring additional approval of the Board. At least fifty (50%) percent of the front of any building must be constructed of a material other than metal. "Front" means the side of the building which faces the street.

- G. **Liability.** The Board, its officers, members, employees and agents shall not be responsible or liable to anyone in any way for any defect in any plans or specifications submitted, approved or revised in accordance with these restrictive covenants, nor for any structural or other defects in any work done according to such plans and specifications. The scope of review of the plans and specifications shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes and standards or any other similar factor.
- H. **Care and Appearance of Premises.** All buildings, fences, walls, other structures, parking lots, drives and the open space on each building site shall be maintained in a neat and attractive manner. If the owner of a building fails to maintain the open space in this neat and attractive manner, the Board may, at its option, after giving the owner of a building site ten (10) days written notice, by registered or certified mail, sent to its last known address, have the grass, weeds and vegetation cut when, and as often

as, the same is necessary in its judgment, and have the dead vegetation removed from the building site. Said cutting and removal shall be at the expense of the owner of the building site, the owner of the building site being obligated to reimburse the Board for any expenses incurred as a result of said cutting and removal, plus an additional sum of fifteen (15%) percent of that amount for administrative costs. If the owner of a building site fails to maintain the exterior of any building, fence, wall or other structure in a neat and attractive manner, the Board may, at its option, after giving the owner of the building site three (3) months written notice, by registered or certified mail, sent to its last known address, do the following: a) Make repairs and improve the appearance in a reasonable manner, which shall be at the expense of the owner of the building site, the owner of the building site being obligated to reimburse the Board for any expense incurred as a result of the repairs and improvements, plus fifteen (15%) percent of that amount for administrative costs, together with ten (10%) percent per annum on the total amount due the Board from the time the work was completed, or b) Institute legal proceedings in District Court for the Parish of St. Martin, Louisiana, to seek a judgment ordering the owner of the building site to make such repairs and improvements as are necessary for the building, fences, walls or other structures to have a neat and attractive appearance. In order to secure the reimbursement, the Board shall have a lien upon such building site and improvement situated thereon, enforceable as herein provided. Upon performing the work, the Board shall be entitled to file in the Office of the Clerk of Court for the Parish of St. Martin, Louisiana, a notice of its claim of lien by virtue of this contract with the owner of the building site. Said notice shall state the cost of said work, including administrative costs and interest, if any, and shall contain a description of the property against which the enforcement of the lien is sought. The lien shall date from the date that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuation consideration and without notice until the notice of the claim of lien is filed as hereinabove set forth. The lien shall be due and payable forthwith upon the completion of the work and if not paid, the lien may be enforced by foreclosure in court in the same manner as mortgages.

- I. **Parking and Loading.** No parking shall be permitted on any public street. It shall be the responsibility of the owner of a building site to provide such hard surfaced, off-street parking within its property boundaries at a ratio of no less than two (2) parking spaces per four (4) employees.
- J. **Waste Disposal.** Trash, garbage, and other waste shall be kept in clean and sanitary containers. All such containers and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from any public street. Each owner of a building site shall be required to contract for regular commercial trash, garbage and waste disposal.
- K. **Sewerage.** Each owner of a building site shall use the sewerage system available for the Park; however, if the waste from any individual building site is such as to cause damage to the sewer system or sewerage treatment plant or negatively impact on the treatment process, and by reason thereof, the governmental authority having jurisdiction over the Park refuses to allow its admission to the sewer system, then such waste is to be pre-treated at the cost of the owner of the building site to permits its admission to the sewer system. No "processed water" or "wash water" may be discharged into the sewer system, or into the ditches in the Park, or otherwise discharged onto the grounds of any building site without a specific discharge permit.

The initial sewerage system for the Park will be constructed to handle human waste

sewerage only, and the volumes which may be discharged into the Park's sewerage system will be limited, and allocated to each building site pro-rate to the amount of land.

- L. Signs.** All signs shall conform to the standards set by the Board as to the design, specifications and location which are as follows: No signs shall be constructed until a scale drawing, construction plans and specifications, and the site plan showing the location of such signs, have been submitted to and approved by the Board, which said approval shall be within the sole discretion of the Board, notwithstanding the fact that said signs may conform with the design, specifications and location hereinabove set forth.

The Board may, at its option, provide and sell such signs as it deems appropriate to the owner of a building site at the time it sells such building site.

- 1. Performance Standards.** A building site (or any part thereof or any building, fence, wall or other structure erected thereon or to be erected thereon), shall not be used for any purpose or in any manner which shall be a nuisance to the owner of any other building site by reason of the emission or creation of odors, gases, dust, smoke, noise, fumes, cinders, soot, glare, vibrations, radiation, waste or otherwise.
  - 2.** By purchase of land in the Park, all building owners agree that any nuisances which impair the business of any other building site owner may be enforced by temporary restraining order, preliminary and/or permanent injunction.
- M. Building Set-Back.** All buildings and other structures must be set back a minimum of fifty (50) feet from the right of way line of any dedicated street in the Park. On a corner building site, all buildings and other structures must be setback a minimum of fifty (50) feet from the street-side property line. All buildings and other structures must be set back a minimum of ten (10) feet from any other side property line. No fence or wall shall be erected nearer to the right of way line of a public street in the Park than the building setback line. No hedges or other shrubbery obstructing total view shall be permitted nearer to the right of way line of a public street in the Park than the building set-back line.
- N. Easements.** Instruments creating easements for the installation and maintenance of public utilities are on file in the office of the Clerk of Court for the Parish of St. Martin, Louisiana.
- O. Maintenance Fees.** The Board shall have the right to periodically, but not more often than quarterly as the Board sees fit, assess and collect from each owner of a building site, pro-rated on a square foot basis, a maintenance fee to maintain, preserve and beautify the Park. Fees shall be based on the actual cost of mowing, landscape maintenance and utilities (water and electricity) necessary for the maintenance, preservation and beautification of the Park. Any such fees not paid within thirty (30) days after the due date shall be deemed in default. The amount of any such fees assessed against the building site, plus an additional sum of fifteen (15%) percent for administrative costs and interest on such fees, at such lawful rate as the Board may designate from time to time, and the cost of collecting same, including reasonable attorney's fees, shall be a lien upon such building site and improvements thereon. Said lien shall be perfected and may be enforced as the lien provided for in Section H.
- P.** The Board shall have the right to incorporate a Louisiana non-profit corporation for the purpose of assessing and collecting the fees referred to above. The said corporation

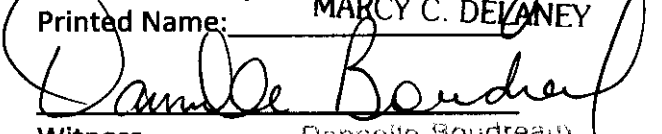
shall be a property owners association. In such event, the Board, as long as it owns at least one (1) building site, and each owner of a building site shall be members of the said corporation. After the Board sells all of the building sites, it will no longer be a member of the said corporation. Each owner of a building site shall automatically be a member of the said corporation, and membership shall be appurtenant to and run with the building site ownership which qualifies the building site owner thereof for membership. Membership may not be severed from or in any way transferred, pledged, mortgaged or alienated except together with the title to the building site. The said corporation shall be charged with the duties and vested with the powers prescribed by law or set forth in its articles of incorporation and by-laws and these restrictive covenants.

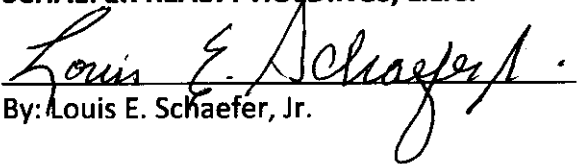
- Q. Drainage Facilities.** The drainage ditches which are located within a building site and the ditches along the streets on which the building site has frontage (even if such ditches are in a public right of way or dedicated street) may be piped and filled, covering the frontage of the building site. The drainage pipe shall be engineered and designed by a registered professional engineer, and the design approved by the Board prior to construction. The pipe shall be sized to handle a rain storm with an intensity of a five (5) year storm. Drop inlets shall be included in the design. The drop inlet spacing and number shall be sufficient to properly accommodate the expected surface runoff. Plans and specifications showing the design and layout of the drainage pipe shall be submitted to the Board for review and approval prior to construction. The owner of a building site shall complete the construction of the said drainage pipe simultaneously with the completion of the construction of any building on the building site.
- R. Severability.** Every one of the restrictive covenants contained herein is independent of and severable from the rest of the restrictive covenants and from every combination of the provisions thereof. Invalidation by any court of any restrictive covenant shall in no way affect any of the provisions of the other restrictive covenants, which shall remain in full force and effect. The failure to enforce any of the restrictive covenants at the time of its violation shall in no way affect any other restrictive covenant nor be deemed a waiver of the right to enforce the same thereafter.

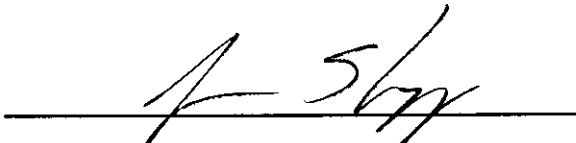
**THUS DONE AND PASSED** at my office in the Parish of Lafayette, State of Louisiana, on the day and date first hereinabove written, in the presence of the undersigned witnesses, who sign with Appearers and me, officer, after due reading of the whole

**WITNESSES:**

  
Witness  
Printed Name: MARCY C. DELANEY

  
Witness  
Printed Name: Dannelle Boudreaux

**SCHAEFER REALTY HOLDINGS, L.L.C.**  
  
By: Louis E. Schaefer, Jr.

  
**NOTARY PUBLIC**  
Julius J. Stagg, IV  
Bradley & Moreau, APLC  
Bar Roll #24655  
My Commission Expires at Death



## St. Martin Parish Recording Page

**Becky P Patin**  
**CLERK OF COURT**  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

SCHAEFER INDUSTRIAL PARK

## First VENDEE

SCHAEFER INDUSTRIAL PARK

**Index Type :** Conveyance

**Inst Number : 472928**

**Type of Document :** Amendment To Restrictions

Book : 1665

Page : 384

Recording Pages : 2

## Recorded Information

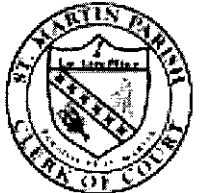
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 12/09/2013

At (Recorded Time) : 10:15:57AM



  
Deputy Clerk



Doc ID - 005902380002

Do not Detach this Recording Page from Original Document

STATE OF LOUISIANA

PARISH OF LAFAYETTE

AMENDMENT TO RESTRICTIVE COVENANTS

OF

SCHAEFER INDUSTRIAL PARK

BE IT KNOWN that on this 6th day of December, 2013, before me, Notary Public, duly commissioned and qualified as such in and for the aforesaid Parish and State, and the undersigned competent witnesses, personally came and appeared the undersigned, constituting a majority of the Board of Schaefer Industrial Park (the "Board"), who declared that pursuant to the authority vested in the Board in Section C of the Act of Schaefer Industrial Park Building Restrictions recorded under Entry No. 472193 of the records of St. Martin Parish, Louisiana, Appearers do by these presents amend said Section C to read as follows:

- C. **Amendment; Waiver.** Upon application being made to the Board, the Board may waive any one or more of the restrictive covenants with respect to any building site if a waiver is requested by the owner of the building site, upon finding that such waiver would not be detrimental to the Park; but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such restrictive covenants with respect to any other building site.

The restrictions and restrictive covenants contained herein may also be changed, altered, amended or terminated in whole or in any part at any time by the Board by executing a written amendment hereto, and filing the same of record in the Conveyance Records of St. Martin Parish. All amendments shall apply to all lands within the boundaries of the Park, from the time of their filing in the records of the Clerk of Court of St. Martin Parish.

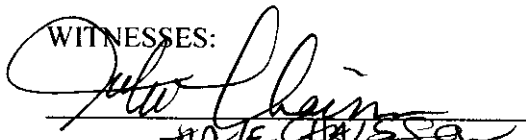
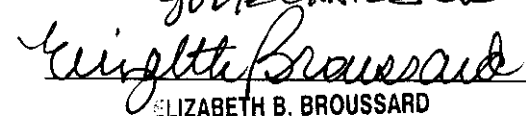
Appearers do further Amend Section F of said Act to read as follows:

- F. **Design, Control and Maintenance.** No building, fence, wall or other structure shall be commenced, erected, or maintained on a building site, and no change, addition or alteration to the exterior of any building, fence, wall or other structure shall be made until the construction plans and specifications, and the site plan showing the location of such building, fence, wall or other structure have been submitted to and approved by the Board. All buildings, fences, walls and other structures erected, and all additions or alterations made shall conform with the construction standards specified by all government codes and regulations then in force.

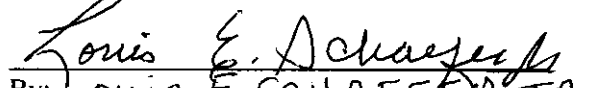
Open spaces shall be landscaped to present a pleasing appearance and to conform to reasonable standards; however, no landscaping shall be placed on any building site until the plans of such landscaping have been submitted to and approved by the Board. Each building, fence, wall or other structure and the landscaping shall be erected and placed upon a building site only in accordance with the plans and specifications and plot plan approved by the Board. Any change, alteration or modification to the exterior appearance of any building, fence, wall or other structure or to the landscaping shall be deemed an alteration requiring additional approval of the Board. At least fifty (50%) percent of the front of any building must be constructed of a material other than metal. "Front" means the side of the building which faces the street.

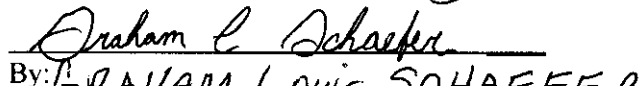
THUS DONE AND PASSED in the Parish of Lafayette, Louisiana, on the day and date herein first above written in the presence of the undersigned competent witnesses, who sign with Appearer and me, Notary, after due reading of the whole.

WITNESSES:

  
JULIE CHAISSON  
  
ELIZABETH B. BROUSSARD

BOARD OF SCHAEFER INDUSTRIAL PARK

  
By: LOUIS E. SCHAEFER JR.

  
By: GRAHAM LOUIS SCHAEFER

  
NOTARY PUBLIC

Angelique B. Moreau  
Bar Roll #20716

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

ST MARTIN PARISH GOVERNMENT

Index Type : Conveyance

Inst Number : 473098

Type of Document : Dedication Etc

Book : 1666      Page : 59

Recording Pages : 6

Recorded Information

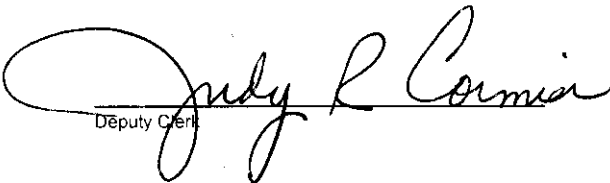
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

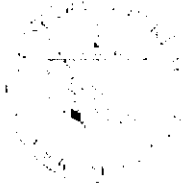
On (Recorded Date) : 12/12/2013

At (Recorded Time) : 3:45:53PM



Doc ID - 005905140006

  
Deputy Clerk





**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**ACT OF DEDICATION OF ROAD**

BE IT KNOWN, that on this 6th day of December, 2013, 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:

SCHAEFER REALTY HOLDINGS, L.L.C., a Texas limited liability company, being represented herein by Louis E. Schaefer, Jr., its duly authorized President, whose mailing address is 2210 Twin Oaks Blvd., Kemah, TX 77565;

who, after being first duly sworn, did depose and declare that Appearer is the owner of certain property more fully described as Schaefer Industrial Park, Phase IA as more fully shown on that plat of survey prepared by S. J. Langlinais & Associates, Inc. dated September 6, 2012 and lat revised November 7, 2013, a copy of which is attached to that act recorded under Entry No. 472193 of the records of St. Martin Parish, Louisiana.

Appearer does by these presents dedicate, create and establish exclusively in favor of the St. Martin Parish Government (hereinafter the "Parish"), for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the Parish to use same or who as a result of this dedication may derive any benefit therefrom, Forum Drive as 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 Parish and such other persons, entities or estates who are given authority by the Parish to use the servitudes, rights of passage, rights of way as 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 Parish and any such individuals, entities and estates as are authorized by the Parish shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating said road and/or 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; 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. The Parish agrees to provide for the perpetual maintenance of Forum Drive.

In connection with the exercise of the use of the servitudes created hereby, the 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 Parish, for the ultimate benefit of the public, Forum Drive. The servitudes shall be subject to full use by the Parish and those authorized by it for the purposes for which they are intended by those having the need or responsibility of maintaining Forum Drive for the benefit of the properties or estates to be serviced or benefited by said servitudes, whether contiguous or not.

And into these presents came and intervened the St. Martin Parish Government who, in consideration for the rights granted herein, accepts the dedication of Forum Drive and agrees to maintain Forum Drive as provided for herein.

**[SIGNATURES ON FOLLOWING PAGES]**

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:

SCHAEFER REALTY HOLDINGS, L.L.C.

Jane Chaisson  
JANE CHAISSON  
Elizabeth Broussard  
ELIZABETH B. BROUSSARD

x Louis E. Schaefer, Jr.  
By: Louis E. Schaefer, Jr., President

Angelique B. Moreau  
NOTARY PUBLIC

Angelique B. Moreau  
Bar Roll #20716

THUS DONE AND PASSED on the 10<sup>th</sup> day of December, 2013, before me, Notary,  
and in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESS:

ST. MARTIN PARISH GOVERNMENT

Manette Theriot

[Signature]  
By: Guy Cormier, President

Patricia B. Huberdeau

[Signature]  
NOTARY PUBLIC  
Fabian D. Tucker  
# 69482

A motion was made by Lisa Nelson and seconded by Jill Hebert that the following ordinance be adopted:

**ORDINANCE NO. 13-04-1016-OR**

AN ORDINANCE TO PROVIDE FOR THE AUTHORIZATION OF AN ACT OF DEDICATION FOR A PUBLIC ROAD, **FORUM DRIVE**, (SCHAEFER INDUSTRIAL PARK) TO BE ADDED TO THE ST. MARTIN PARISH PUBLIC ROAD SYSTEM.

BE IT ORDAINED by the St. Martin Parish Council that **Forum Drive** meets the minimum requirements to qualify for acceptance of a public road in the St. Martin Parish Road System, as per attached plat, dated 05-06-09, by Stephen J. Langlinais, Registered Professional Land Surveyor, S J. Langlinais & Associates, Inc.

BE IT ORDAINED that the St. Martin Parish Council does hereby authorize, direct and empower the Parish President to sign the necessary Act of Dedication for and behalf of St. Martin Parish Government.

This Ordinance shall become effective immediately upon approval of the St. Martin Parish Council and the signature of the Parish President.

This Ordinance having been submitted to a vote, the vote thereon was as follows:

- YEAS: Carroll Delahoussaye, Lisa Nelson, Jason Willis, Neil Thibodeaux, Jill Hebert, Craig Gregory, Meko Robin and Dean Dore’.
- NAYS: None.
- ABSTAIN: None.
- ABSENT: Clay Courville (excused).

And the Ordinance was declared adopted this 2nd day of April, 2013.

\*\*\*\*\*

I, LACI LAPEROUSE, CLERK OF THE ST. MARTIN PARISH COUNCIL, do hereby certify that this is a true and correct copy of the Ordinance adopted by the St. Martin Parish Council, in Regular Session convened on the 2nd day of April, 2013, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE, this 10th day of December, 2013, St. Martinville, Louisiana.

  
LACI LAPEROUSE, CLERK  
ST. MARTIN PARISH COUNCIL

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

KESSLER, CLAUDIUS

Index Type : CONVEYANCE

Inst Number : 536506

Type of Document : TAX DEED

Book : 1826      Page : 598

Recording Pages : 4

Recorded Information

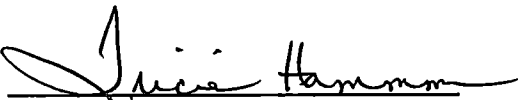
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana.

On (Recorded Date) : 06/25/2020

At (Recorded Time) : 10:26:16AM



Doc ID - 007916670004

  
Deputy Clerk



Tax Sale Certificate

Parish of St. Martin

State of Louisiana

v

SCHAEFER REALTY HOLDINGS, L.L.C. .

State of Louisiana

Parish of St. Martin

To: Claudius Kessler

1733 Cherrydale Ave

Baton Rouge, LA 70808

BE IT KNOWN AND REMEMBERED, that, I, Ronald J. Theriot, Tax Collector in and for the Parish of St. Martin, State of Louisiana, in the name of the Parish of St. Martin, State of Louisiana and by virtue of the authority in me vested by the constitution and laws of the State of Louisiana and in pursuance of the requirements of those laws, having mailed and published the notice required by law and having strictly complied with each and every requirement of the laws relating to delinquent taxes and tax debtors and to seizures, advertisements, and sale of tax sale title to the property in full, did in the manner prescribed by law, advertise and list in TECHE NEWS the property to be sold for delinquent property taxes with interest and costs for the year of 2019 via the internet at [www.stmartinsheriff.org/taxsaleonline](http://www.stmartinsheriff.org/taxsaleonline) on the 18th day of June , 2020 beginning at eight o'clock am. Dates of publication, June 3, 2020, to June 17, 2020 giving notice in the issues of the newspaper and in said list as advertised the following described immovable property appearing in the name of SCHAEFER REALTY HOLDINGS, L.L.C.

To-wit:

Assessment # 382221

1W

|                          |          |
|--------------------------|----------|
| TAXES                    | 6,158.58 |
| INTEREST                 | 369.51   |
| AD FEES                  | 20.00    |
| COSTS                    | 0.50     |
| DEED PREPARATION         | 15.00    |
| ONLINE TAX SALE FEE      | 30.00    |
| RECORDING FEE - TAX SALE | 110.00   |
| CERT. NOTICE             | 20.00    |
| Total Paid               | 6,723.59 |

1960001659

Owner Pct:100%

LOT: BEING LOT 9 OF SCHAEFER INDUSTRIAL PARK, PHASE 1A PER PLAT OF SURVEY  
#472193COB: 52-590-26877 169-337-68294 417-139-116159 499-031-128828 1372-262-342939  
1386-043-352038 1386-048-352040 1494-272-409572 1536-769-424505 1625-244-458240  
1663-354-472193 1665-384-472938

And on said 18th day of June, 2020 after beginning but not completing said list, I continued the same within legal hours each succeeding legal day offering tax sale title to said property for sale via the internet at [www.stmartinsheriff.org/taxsaleonline](http://www.stmartinsheriff.org/taxsaleonline). In the manner required by said laws and the whole or the undivided

interest of the tax debtor therein being the smallest amount of said property that any bidder would buy and pay the taxes and costs, and Claudius Kessler being the bidder, and having complied with the terms of sale, became the purchaser of tax sale title to the 100 whole of the property or the undivided interest of the tax debtor therein.

NOW, THEREFORE, all the formalities of the law having been complied with, I Ronald J. Theriot, Tax Collector for said Parish of St. Martin, State of Louisiana by virtue of the authority in me vested by the laws of the State of Louisiana do by these presents sell and transfer unto Claudius Kessler 1733 Cherrydale Ave

Baton Rouge, LA 70808 tax sale title to property or the undivided interest of the tax debtor therein last above described with all the improvements thereon. The tax debtor or any person interested personally or as heir, legatee, creditor or otherwise, shall have the right to redeem the property for the period of three years from the date of filing of this tax sale certificate. The redemption may take place by paying the price given including costs and five percent penalty thereon with interest at the rate of one percent per month until the redemption.

IN TESTIMONY WHEREOF, I have hereunto signed my name officially at my office, Parish of St. Martin, Louisiana, in the presence of the two competent witnesses, who also signed on this 18th day of June, 2020

Witnesses:

Lou Sonnier

Printed Name:

Leah LaGrange

Printed Name:

Ronald J. Theriot,

Sheriff and Ex-Officio Tax Collector

Parish of St. Martin, Louisiana

By: Andrea Pickney  
Chief Deputy Tax Collector

SCHAEFER REALTY HOLDINGS, L.L.C.  
2886 TUSCANIA LANE  
LEAGUE CITY, TX 77573

USPS CERTIFIED MAIL™

USPS CERTIFIED MAIL

int Martin Parish  
eriff's Office  
Box 247  
Martinville, LA 70582-0247



FIRST-CLASS MAIL  
U.S. POSTAGE  
AND FEES  
PAID  
PEREGRINE

9214 8901 1024 9220 0650 0388 99

003889

WST

SCHAEFER REALTY HOLDINGS, L.L.C.  
2886 TUSCANIA LN  
LEAGUE CITY TX 77573-2384

1854

NIXIE 773 FE 1300 0003/20/20

RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

UTF BC: 70582024747 \*0465-02688-09-07  
705820247

382221

## St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

KESSLER, CLAUDIUS

**First VENDEE**

SCHAEFER REALTY HOLDINGS LLC

Index Type : CONVEYANCE

Inst Number : 558056

Type of Document : REDEMPTION

Book : 1877

Page : 186

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 St. Martin Parish, Louisiana.



On (Recorded Date) : 08/15/2022

At (Recorded Time) : 10:20:04AM



*Judy R Cormier*

Deputy Clerk

Doc ID - 008327630002

CERTIFICATE OF REDEMPTION

STATE OF LOUISIANA

PARISH OF ST.MARTIN

Having this day received from C/O LOUIS SCHAEFER, 167 BAYOU BOEUF RD, MORGAN CITY, LA 70380 in the amount of NINE THOUSAND THIRTY-FIVE AND 14/100 Dollars (\$ 9,035.14 ), being the full amount of taxes, costs, penalties and interest, plus any subsequently paid taxes, accruing from that certain tax sale on the 18TH day of JUNE, 2020 for the delinquent St. Martin Parish Sheriff's Office taxes for the 2019 year, assessed to SCHAEFER REALTY HOLDINGS, L.L.C., covering tax sale title to that certain immovable property located in the parish described as:

-----PROPERTY DESCRIPTION-----

.....**Parcel** 1960001659,.....

100 % OF THE WHOLE

Owner Pct:100%

LOT: BEING LOT 9 OF SCHAEFER INDUSTRIAL PARK, PHASE 1A PER PLAT OF SURVEY #472193

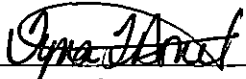
which property was adjudicated at said tax sale to Claudius Kessler

The process verbal of the tax sale was recorded on 6/25/2020 BOOK 1826 PAGE 598 ENTRY 536506 Conveyance Records of St Martin Parish, Louisiana.

NOW THEREFORE I, under the authority conferred on me by R.S. 47:2245 hereby certify said property as being redeemed to said tax debtor, SCHAEFER REALTY HOLDINGS, L.L.C., or his successors in title, from any claims arising out of said tax sale.

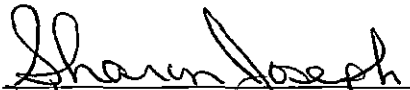
DONE AND SIGNED at my office in St. Martinville, Louisiana this 15TH day of AUGUST, 2022.

ATTEST:





Printed Name

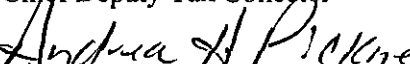




Printed Name



Chief Deputy Tax Collector



Printed Name



## LED Partial Title Abstract

### St. Martin Parish

North Schaefer Site

Assessment Number 1960001661

Tax Number 382223

Section 23 T11S R5E

Tract 11 (3.176 AC) of Schaefer Industrial Park, Phase 1A

**Dates Researched: September 26, 1960 – December 7, 2023**

### Current Ownership:

Schaefer Realty Holdings, LLC (100 %)

|                                 |                                          |
|---------------------------------|------------------------------------------|
|                                 |                                          |
| <b>Instrument 1</b>             | <b>Succession</b>                        |
| Entity Acquiring Property       | Rudolph LeBlanc and William Gober        |
| Owner of Property when Acquired | Clara David                              |
| Instrument Number               | 116159 Book 417 Page 139                 |
| Acreage/Lot #                   | As described under I. B.                 |
| Location                        | Section 23 T11S R5E                      |
| Date Acquired/Recorded          | 9/25/1960                                |
| Notes:                          |                                          |
|                                 |                                          |
| <b>Instrument 2</b>             | <b>Judgment of Possession</b>            |
| Entity Acquiring Property       | William Gober                            |
| Owner of Property when Acquired | Rudolph LeBlanc                          |
| Instrument Number               | 128828 Book 499 Page 31                  |
| Acreage/Lot #                   | Described under St. Martin Parish No. 1. |
| Location                        | Section 23 T11S R5E                      |
| Date Acquired/Recorded          | 5/22/1964                                |
| Notes:                          |                                          |
|                                 |                                          |
| <b>Instrument 3</b>             | <b>Warranty Deed</b>                     |
| Entity Acquiring Property       | The William Gober Revocable Living Trust |
| Owner of Property when Acquired | William Gober                            |
| Instrument Number               | 342919 Book 1372 Page 262                |
| Acreage/Lot #                   | Described in Deed                        |
| Location                        | Section 23 T11S R5E                      |
| Date Acquired/Recorded          | 9/3/2002                                 |
| Notes:                          |                                          |
|                                 |                                          |
|                                 |                                          |

|                                  |                                            |
|----------------------------------|--------------------------------------------|
| <b>Instrument 4</b>              | <b>Extract of Trust</b>                    |
| Entity Acquiring Property        |                                            |
| Owner of Property when Acquired  | The William Gober Revocable Living Trust   |
| Instrument Number                | 351626 Book 1385 Page 476                  |
| Acreage/Lot #                    | Described in Extract of Trust              |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 5/27/2003                                  |
| Notes:                           |                                            |
|                                  |                                            |
| <b>Instrument 5</b>              | <b>Act of Transfer</b>                     |
| <b>Entity Acquiring Property</b> | William Gober                              |
| Owner of Property when Acquired  | The William Gober Revocable Living Trust   |
| File Number                      | 352038 Book 1386 Page 043                  |
| Acreage/Lot #                    | Described in Transfer                      |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 6/6/2003                                   |
| Notes:                           |                                            |
|                                  |                                            |
| <b>Instrument 6</b>              | <b>Act of Transfer</b>                     |
| <b>Entity Acquiring Property</b> | Clara David, LLC                           |
| Owner of Property when Acquired  | William Gober                              |
| File Number                      | 352040 Book 1386 Page 048                  |
| Acreage/Lot #                    | Described in Transfer                      |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 6/6/2003                                   |
| Notes:                           |                                            |
|                                  |                                            |
| <b>Instrument 7</b>              | <b>Cash Sale</b>                           |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC              |
| Owner of Property when Acquired  | Clara David, LLC                           |
| File Number                      | 409572 Book 1494 Page 272                  |
| Acreage/Lot #                    | Described in Sale                          |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 4/3/2008                                   |
| Notes:                           | Plat Attached                              |
|                                  |                                            |
| <b>Instrument 8</b>              | <b>Act of Dedication of Servitudes</b>     |
| <b>Entity Acquiring Property</b> | St. Martin Parish Government               |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC              |
| File Number                      | 424505 Book 1536 Page 769                  |
| Acreage/Lot #                    | Described in Dedication                    |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 6/11/2009                                  |
| Notes:                           | Plat Attached 35' wide servitude Wall Road |

|                                  |                                                         |
|----------------------------------|---------------------------------------------------------|
| <b>Instrument 9</b>              | <b>Building Restrictions</b>                            |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC                           |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                           |
| File Number                      | 472193 Book 1663 Page 354                               |
| Acreage/Lot #                    | Lot 11                                                  |
| Location                         | Section 23 T11S R5E                                     |
| Date Acquired/Recorded           | 11/8/2013                                               |
| Notes:                           | Schaefer Industrial Park – Plat attached showing Lot 11 |
|                                  |                                                         |
| <b>Instrument 10</b>             | <b>Amendment to Restrictive Covenants</b>               |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC                           |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                           |
| File Number                      | 472928 Book 1665 Page 384                               |
| Acreage/Lot #                    | Lot 11                                                  |
| Location                         | Section 23 T11S R5E                                     |
| Date Acquired/Recorded           | 12/9/2013                                               |
| Notes:                           | Schaefer Industrial Park                                |
|                                  |                                                         |
| <b>Instrument 11</b>             | <b>Dedication</b>                                       |
| <b>Entity Acquiring Property</b> | St. Martin Parish Government                            |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                           |
| File Number                      | 473098 Book 1666 Page 59                                |
| Acreage/Lot #                    | Forum Drive - Lot 11                                    |
| Location                         | Section 23 T11S R5E                                     |
| Date Acquired/Recorded           | 12/12/2013                                              |
| Notes:                           | Forum Drive                                             |
|                                  |                                                         |
| <b>Instrument 12</b>             | <b>Tax Sale</b>                                         |
| <b>Entity Acquiring Property</b> | Christy Casey                                           |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                           |
| File Number                      | 536508 Book 1826 Page 606                               |
| Acreage/Lot #                    | Lot 11                                                  |
| Location                         | Section 23 T11S R5E                                     |
| Date Acquired/Recorded           | 6/25/2020                                               |
| Notes:                           | Redeemed                                                |
|                                  |                                                         |
| <b>Instrument 13</b>             | <b>Redemption</b>                                       |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC                           |
| Owner of Property when Acquired  | Christy Casey                                           |
| File Number                      | 558056 Book 1844 Page 158                               |
| Acreage/Lot #                    | Lot 11                                                  |
| Location                         | Section 23 T11S R5E                                     |
| Date Acquired/Recorded           | 4/7/2021                                                |
| Notes:                           | Redemption                                              |

### Sell Offs After Purchase

|      |
|------|
| None |
|------|

### Mortgages/Liens

|                      |         |
|----------------------|---------|
| Mortgage Certificate | Unknown |
|                      |         |

### Maps/Plats Provided

|                          |                    |
|--------------------------|--------------------|
| Map – Lot 11 3.176 Acres | Map File #: 472193 |
|--------------------------|--------------------|

### Ownership Names Researched

| Name                                    | Dates Researched                   |
|-----------------------------------------|------------------------------------|
| Rudolph P. LeBlanc                      | September 26, 1960 to May 22, 1964 |
| William F. Gober                        | September 26, 1960 to June 6, 2003 |
| William F. Gober Revocable Living Trust | September 3, 2002 to June 6, 2003  |
| Clara David, LLC                        | June 6, 2003 to April 3, 2008      |
| Schaefer Realty Holdings, LLC           | April 3, 2008 to Present           |

### Tax Information

|                    |                                                                                 |
|--------------------|---------------------------------------------------------------------------------|
| Parish             | St. Martin Parish                                                               |
| Tax Year           | 2022                                                                            |
| Assessed Ownership | Schaefer Realty Holdings, LLC                                                   |
| Assessment Number  | 1960001661                                                                      |
| Municipal Address  | N/A                                                                             |
| Mailing Address    | 167 Bayou Boeuf Road, Morgan City, LA 70380 or 12 Austin Drive, Houma, LA 70360 |

**St. Martin Parish - Tax Notice Inquiry****10/31/2023 2:32:31 PM****Tax Notice#** 382223**Tax Year** 2022**Taxpayer**

SCHAEFER REALTY HOLDINGS, L.L.C.

C/O LOUIS SCHAEFER

\*\*\* BAYOU BOEUF ROAD

MORGAN CITY LA \*\*\*\*\*

---

| <b>Taxes</b> | <b>Interest</b> | <b>Cost</b> | <b>Other</b> | <b>Paid</b> | <b>Balance</b> |
|--------------|-----------------|-------------|--------------|-------------|----------------|
| 10.32        | 0.21            | 0.00        | 0.00         | 10.53       | 0.00           |

---

**Legal**

Owner Pct:100%

LOT: BEING LOT 11 OF SCHAEFER INDUSTRIAL PARK

PHASE 1A PER PLAT OF SURVEY #472193COB: 52-

590-26877 169-337-68294 417-139-116159 499-031-

128828 1372-262-342939 1386-043-352038 1386-048-

352040 1494-272-409572 1536-769-426505 1625-244-

458240 1663-354-472193 1665-384-472938 1826-606-

536508 1844-158-544469

**Parcels**

---

| <b>Parcel#</b> | <b>Address</b> | <b>% Tax</b> |
|----------------|----------------|--------------|
| 1960001661     | 0              | 100.0000     |

---

**History**

---

| <b>Date</b> | <b>Description</b> | <b>Amount</b> |
|-------------|--------------------|---------------|
| 10/20/2022  | ORIGINAL TAXES     | 10.32         |
| 1/15/2023   | PAYMENT            | -10.32        |
| 1/15/2023   | INTEREST CHARGE    | 0.21          |
| 1/15/2023   | INTEREST PAYMENT   | -0.21         |

---

---

| Items                 |       |       |           |
|-----------------------|-------|-------|-----------|
| Class                 | Value | Units | Homestead |
| AGRICULTURE CLASS III | 100   | 4.00  | 0         |

Wall Rd

1960002153

1960001758

1960002152

parcels

1960001661



Pictometry

Parcel ID: 1960001661

Ward: 1W

Tax District: T1

Owner Name: SCHAEFER REALTY HOLDINGS, L.L.C.

Assessment Numbers:

Owner Address: C/O LOUIS SCHAEFER HOUMA, LA 70380

Physical Address: 0

Subdivision Name: SCHAEFER INDUSTRIAL PARK

Sect/Town/Range: S023-T11S-R05E

Deeded Acreage: 3.18000

Calculated Acreage: 3.18

Owners

SCHAEFER REALTY HOLDINGS, L.L.C.

Contact Name: SCHAEFER REALTY HOLDINGS, L.L.C.

Address 1: 12 AUSTIN DRIVE

ZIP Code: 70380

Assessment #: 382223

1960001659

1960001653

1960001660

1960001661

1960001662

1960001559

Forum Dr

Close

Export

001455 1960001456 1960001457 1960001458 1960001459 1960001460 1960001461 1960001462 1960001463 1960001464 1960001465 19600



139

139

RECORDED IN CONVEYANCE  
BOOK 417 FOLIO 139

RECORDED

116159

1960 SEP 26 AM 10:28

*William B. Thibodeau*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

116159

SUCCESSION OF

SIXTEENTH JUDICIAL DISTRICT COURT

CLARA DAVID

PARISH OF ST. MARTIN

PROBATE NO. 6074

STATE OF LOUISIANA

J U D G M E N T

On considering the petition of RUDOLPH P. LeBLANC and WILLIAM FRANK GOBER praying to be recognized as legatee and heir respectively, of the late Clara David, and as such placed in the ownership and possession of all property, real, personal or mixed and wherever situated entering the estate of the decedent in accordance with the terms of her last will and testament and in accordance with the laws of descent and distribution; it having been proven that Clara David was married but once and then to Rudolph P. LeBlanc of which union one and only one child was born, namely Anita (Quanita) LeBlanc; it having been further shown that Clara David departed this life testate at her domicile in the Parish of St. Martin, Louisiana on the 2nd day of June, 1960; it having been proven that the last will and testament of the late Clara David was duly admitted to probate and ordered registered and executed by order of this Honorable Court, dated September 26, 1960; and upon it being shown that all of the property of which the said Clara David died possessed was her separate and paraphernal property she either having acquired it by inheritance from her mother, Bazille Babineaux or subsequent to that certain judgment decreeing a separation of property and dissolution of the community of acquets and gains theretofore existing between her and her husband, Rudolph P. LeBlanc, which was rendered on the 26th day of October, 1942, in the matter entitled Mrs. Clara David vs. Rudolph P. LeBlanc, No. 14011 of the Civil Docket of the Sixteenth Judicial District Court in and for the Parish of St. Martin, Louisiana; and upon it being further shown that by the terms of her said last will

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2.

and testament Clara David bequeathed to her husband, Rudolph P. LeBlanc, an undivided one-half interest in and to all property, real, personal or mixed and wherever situated, of which she died possessed, together with the usufruct for the duration of his natural life in and to the remaining one-half of the said property; and upon it being shown that by the terms of the said last will and testament, Clara David bequeathed to her daughter, Anita (Quanita) LeBlanc an undivided one-half interest in and to all property, real, personal or mixed, and wherever situated subject to the usufruct given to Rudolph P. LeBlanc; and upon it being further shown that the said Anita (Quanita) LeBlanc was married twice, first to Travis Aillet, from whom she was legally divorced, during which union no children were born and none adopted, and secondly to George Gober of which union one and only one child was born and none adopted, namely William Frank Gober; and finally upon it being shown that the said Anita (Quanita) LeBlanc died intestate at her domicile in the Parish of Iberia, on the 20th day of November, 1953; and upon it being shown that there is no necessity for an administration of this estate for the reason that all debts due by the Succession of Clara David have either already been paid or that Rudolph P. LeBlanc and William Frank Gober have obligated themselves to pay the same; and finally upon it being shown that all Inheritance Taxes due the State of Louisiana have been fully paid:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the appointment of RUDOLPH P. LeBLANC as testamentary administrator of the Succession of Clara David be and the same is hereby dispensed with as being unnecessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that RUDOLPH P. LeBLANC, as legatee under the terms of the last will and testament of Clara David, be and he is hereby recognized as owner and placed in the possession of an undivided one-half interest in and

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3.

to all property, real, personal or mixed and wherever situated of which the decedent died possessed and which is more particularly described hereinbelow, together with the usufruct for the duration of his natural life in and to the remaining one-half of the said property; and that WILLIAM FRANK GOBER, be and he is hereby recognized as sole and only heir of Clara David and as such placed in the ownership and possession of an undivided one-half interest in and to all property, real, personal or mixed and wherever situated of which the decedent died possessed, subject to the usufruct in favor of Rudolph P. LeBlanc, which property is more particularly described as follows:

I. REAL ESTATE

(A.) That certain tract or parcel of land, together with all improvements including the wooden frame dwelling house, barns and other structures appertaining thereto and situated thereon, in the First Ward of St. Martin Parish, Louisiana, designated on the official plat as NE $\frac{1}{4}$  of Section 23, Township 11 South, Range 5 East, containing 148 acres more or less in superficial area, and which is bounded by lands owned now or formerly as follows: North by George Ackal, South by Willis Freemin, Anatole Freemin and Vazin Viator; East by Public Gravel Road and West by Levoda (Livaudais) Freemin.

Being a portion of the same property inherited by Clara David LeBlanc in the succession of her mother, Bazillie Babineaux, per Judgment of Possession rendered in Probate Matter No. 4803 of St. Martin Parish, Louisiana, recorded in Book 169, Folio 337, under Entry No. 68294 of the Conveyance Records of said Parish and State.

(B.) That certain lot of ground situated within the Corporate limits of the City of New Iberia, Parish of Iberia, Louisiana, in the Lees Addition to said City, together with the wooden frame house and all other improvements situated thereon, which lot measures 51 feet front on East Main Street by 125 feet in depth and which is bounded now or formerly as follows: North by Phillips Street, South by Lot No. 3, East by Muller and Broussard formerly, now assigns, and West by Main Street. Being a portion of the same property inherited by Clara David LeBlanc in the Succession of her mother, Bazillie Babineaux, per Judgment of Possession rendered in Probate Matter No. 4803 of St. Martin Parish, Louisiana, re-

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4.

corded in Book 169, at Folio 337, under Entry No. 68294 of the Conveyance Records of said Parish and State; and in Book \_\_\_\_\_, at Folio \_\_\_\_\_, under Entry No. \_\_\_\_\_ of the Conveyance Records of Iberia Parish, Louisiana.

## II. PERSONAL PROPERTY

A lot of miscellaneous used furniture, and household furnishings, including kitchen stove and refrigerator, beds, chairs, tables and the like located within the residence situated on the 148 acre tract of land in St. Martin Parish, Louisiana, first above described.

## III. OTHER PERSONAL PROPERTY

(A.) The sum of \$536.47 on deposit in a checking account in American Bank & Trust Company, Lafayette, Louisiana, in the name of Clara D. LeBlanc.

(B.) The sum of \$2,975.67 on deposit in a savings account in American Bank & Trust Co., Lafayette, Louisiana, in the name of Clara D. LeBlanc.

(C.) The sum of \$1, 599.95 on deposit in a checking account in The Peoples National Bank of New Iberia, Louisiana.

FINALLY, IT IS ORDERED, ADJUDGED AND DECREED that any bank, banker or trust company, warehouseman or depository, and any persons, corporations or partnerships having on deposit or in possession or control of any monies, credits, goods or things and rights of value belonging to said decedent, or in which he may have an interest, and any corporation, the stock or registered bonds of which were owned by the said decedent, shall deliver and transfer said monies, credits, stocks, bonds or other things or rights of value, in the proportions hereinabove set forth, to RUDOLPH P. LeBLANC and WILLIAM FRANK GOBER, herein recognized as legatee and sole and only heir, respectively of the decedent, Clara David.

JUDGMENT READ, RENDERED AND SIGNED IN CHAMBERS at St. Martinville, Louisiana, this 28 day of September, 1960.

RECEIVED AND FILED

Sept. 28 1960  
*W. A. Bourgeois*  
 DEPUTY CLERK OF COURT

*Rene H. Houd*  
 JUDGE

RECORDED IN CONVEYANCE  
BOOK 499 FOLIO 31

RECORDED

128828

24 MAY 22 AM 11:20  
*James A. Hunt*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

128828

SUCCESSION OF SIXTEENTH JUDICIAL DISTRICT COURT  
RUDOLPH P. LEBLANC PARISH OF ST. MARTIN  
PROBATE NO. 6477 STATE OF LOUISIANA

JUDGMENT OF POSSESSION

On considering the petition of WILLIAM FRANK GOBER, of age and a resident of the Parish of St. Martin, State of Louisiana, praying to be recognized as the sole and only heir of Rudolph P. LeBlanc and as such to be placed in possession, as owner, of all property belonging to his estate; it having been shown that Rudolph P. LeBlanc, widower of Clara David, departed this life intestate in the City of Lafayette, Louisiana, while domiciled in the Parish of St. Martin, Louisiana, on the 22nd day of April, 1964, and that the decedent was married but once and then to Clara David, of which union one and only one child was born, none being adopted, namely Anita (Quanita) LeBlanc, who died intestate at her domicile in the Parish of Iberia, Louisiana, on the 20th day of November, 1953; it having been further shown that the said Anita (Quanita) LeBlanc was married twice, firstly to Travis Aillet, from whom she was legally divorced during which union no children were born and none adopted, and that she was married secondly to William George Gober, of which union one and only one child was born and none adopted, namely, William Frank Gober, petitioner; it having been further shown that by Judgment of Possession rendered on the 28th day of September, 1960 in the Succession of Clara David, wife of Rudolph P. LeBlanc, Probate No. 6074 of the Sixteenth Judicial District Court in and for the Parish of St. Martin, Louisiana, Rudolph P. LeBlanc, decedent herein, was recognized as owner and placed in possession of an undivided one-half interest in and to all property of which the said Clara David died possessed,

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together with the usufruct for the duration of his natural life in and to the remaining one-half of the said property; and that William Frank Gober, petitioner, was recognized as the sole and only heir of Clara David and as such he was placed in possession of an undivided one-half interest in and to all property of which the said Clara David died possessed, subject to the usufruct in favor of Rudolph P. LeBlanc; it having been shown that there are no debts due by this succession and that all inheritance taxes due the State of Louisiana by William Frank Gober have been paid:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that an administration of this estate be and it is hereby dispensed with.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that WILLIAM FRANK GOBER be and he is hereby recognized as the sole and only heir of Rudolph P. LeBlanc, deceased, and as such he is hereby placed in possession, as owner, of all property, real, personal or mixed, and wherever situated, of which the decedent died possessed, being particularly, but not necessarily exclusively, the following described property, to-wit:

PROPERTY SITUATED IN IBERIA PARISH, LOUISIANA

1. That certain lot of ground situated within the corporate limits of the City of New Iberia, Louisiana, in the Lees Addition to said city, together with the wooden frame house and all other improvements situated thereon, which lot measures 51 feet front on East Main Street by 125 feet in depth and which is bounded now or formerly as follows: North by Phillips Street, South by Lot No. 3, East by Muller and Broussard, formerly, now assigns, and West by Main Street. Being the same property acquired by Rudolph P. LeBlanc and William Frank Gober by Judgment of Possession rendered in the Succession of Clara David LeBlanc, Probate No. 6074 of the Sixteenth Judicial District Court in and for the Parish of St. Martin, Louisiana, recorded in Book 379, folio 139, under Entry No. 116981 of the Conveyance Records of Iberia Parish, Louisiana.
2. A certain sum of money on deposit in a Savings Account styled "R. P. LeBlanc" in the Peoples National

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Bank of New Iberia, Louisiana.

PROPERTY SITUATED IN ST. MARTIN PARISH, LA.

1. That certain tract or parcel of land, together with all improvements situated thereon and appertaining thereto, being the NE/4 of Section 23, Township 11 South, Range 5 East, containing 161.10 acres, more or less, and being situated in the Southwestern Land District of St. Martin Parish, Louisiana.

For title see: Act of Donation from Bazille Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899 in Book 52, Folio 590, under Entry No. 26877 of the Conveyance Records of St. Martin Parish, Louisiana; Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, Folio 337, under Entry No. 68294 of the aforesaid Conveyance Records; and Judgment of Possession dated September 28, 1960, recorded September 28, 1960, in Book 417, Folio 139, under Entry No. 116159 of the aforesaid Conveyance Records.

2. One 1956 Ford Victoria Automobile, bearing Motor No. M6MV126718, Louisiana 1964-65 License Plate 21-C-798.

3. Shares Nos. 032770 and 041538 - Southdown, Inc., a Louisiana corporation.

PROPERTY SITUATED IN LAFAYETTE PARISH, LA.

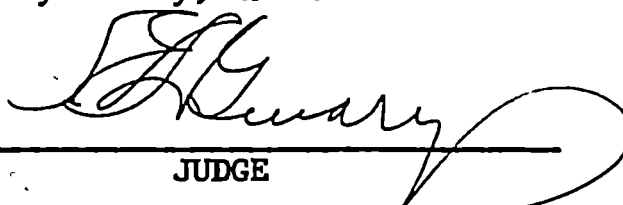
1. A certain sum of money on deposit in a checking account in the name of Rudolph P. LeBlanc in American Bank and Trust Company, Lafayette, Louisiana.

FINALLY, IT IS ORDERED, ADJUDGED AND DECREED that any bank, banker or trust company, warehouseman or depository, and any persons, corporations or partnerships having on deposit or in their possession or control any monies, credits, goods or things and rights of value belonging to Rudolph P. LeBlanc, decedent, or in which he may have an interest, and any corporation, the stock or registered bonds of which were owned by the said decedent, shall deliver and transfer said monies, credits, stocks, bonds or other things or rights of value to WILLIAM FRANK GOBER, herein recognized as the sole and only heir

of Rudolph P. LeBlanc.

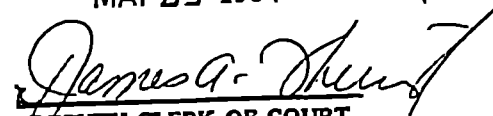
34

JUDGMENT READ, RENDERED AND SIGNED, IN CHAMBERS, at St.  
Martinville, Louisiana, this 22nd day of May, 1964.

  
JUDGE

RECEIVED AND FILED .

MAY 22 1964

  
DEPUTY CLERK OF COURT

Prepared by: **CONVEYANCE**  
**JULIE EASON SMITH, P.A., Attorney**  
 2060 White Springs Boulevard  
 Oviedo, Florida 32765

Return to: **WAME**  
 Parcel I.D. No.:

262

342939

ALLEN COUNTY  
 CLERK  
 ST. MARTIN PARISH, LA.

02 SEP -3 AM 12:43

*Kelli P. Reneau*  
 DEPUTY CLERK

### WARRANTY DEED

**THIS WARRANTY DEED**, executed this 2/5 day of June, 2002, by **WILLIAM F. GOBER**, a single man, of the County of Lake and State of Florida, **Grantor**, and **WILLIAM F. GOBER**, as Trustee of **THE WILLIAM F. GOBER REVOCABLE LIVING TRUST** dated the 10th day of May, 2002, whose permanent address is 2111 Braxton Street, Clermont, Florida 34711, County of Lake and State of Florida, **Grantee**.

**WITNESSETH**, that the said Grantor, for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00) and other valuable consideration, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns forever, all the right, title interest, claim and demand which the said Grantor has in and to the following described land, situate, lying and being in **St. Martin Parish, Louisiana**, to wit:

**NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.**

**For title, see Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877; Conveyance Records of St. Martin parish, LA.; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the conveyance Records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.**

and said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. Where used herein the terms Grantor, Grantee and Trustee shall be construed as singular or plural as the context requires.

**GRANTOR AFFIRMS THAT THE PROPERTY DESCRIBED HEREIN IS NOT HOMESTEAD PROPERTY.**

If the initial Trustee, **WILLIAM F. GOBER**, cannot continue to serve as Trustee for any reason, then **YVONNE G. LORAH** shall serve as Successor Trustee. If **YVONNE G. LORAH** cannot continue to serve as Successor Trustee for any reason, then **MARK RUDOLPH GOBER** shall serve as alternate Successor Trustee.

All Successor Trustees are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

The powers of the Trustees and all Successor Trustees shall extend to any and all rights which the Grantor possess in the above described real property; any deed, mortgage, or other instrument executed by the Trustee shall convey all rights or interests of the Grantor including homestead; and the Trustee is appointed as the attorney-in-fact for the Grantor to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Grantor.

Any person dealing with the Trustee shall deal with said Trustee in the order as set forth above. However, no person shall deal with a Successor Trustee until one or more of the following have been received by said person or placed of record in the aforementioned county:

- A. The written resignation of the prior Trustee sworn to and acknowledged before a notary public.
- B. A certified death certificate of the prior Trustee.
- C. The order of a court of competent jurisdiction adjudicating the prior Trustee incompetent, or removing said Trustee for any reason.
- D. The written certificates of two licensed physicians not related by blood or marriage to the Grantor or any beneficiary of The William F. Gober Revocable Living Trust dated the 10th day of May, 2002, that the Trustee is unable to manage his or her own affairs or is physically or mentally incapable of discharging the duties of Trustee.
- E. The written removal of a Successor Trustee and/or the appointment of an additional Successor Trustee by the Grantor sworn to and acknowledged before a notary public; this right being reserved to Grantor, **WILLIAM F. GOBER**.

This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes for the year 2002 and subsequent years, and all mortgages of record which the Grantee herein assumes and agree to pay.

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee, his heirs and assigns forever.

CONVEYANCE  
BOOK PAGE  
1372 264

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sonya Bryant

William F. Gober

Witness Signature

Sonya Bryant

Witness Printed Name

Robert E. Gorton

**WILLIAM F. GOBER, Grantor**  
2111 Braxton Street  
Clermont, Florida 34711

Witness Signature

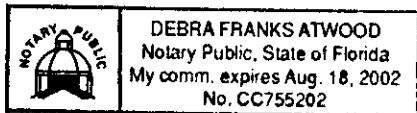
ROBERT E GORTON

Witness Printed Name

STATE OF FLORIDA :  
COUNTY OF LAKE :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **WILLIAM F. GOBER, a single man**, who produced a valid Florida Driver's License as identification and who executed the foregoing instrument and acknowledged to and before me that he executed the same.

WITNESS my hand and official seal this 21 day of June, 2002.



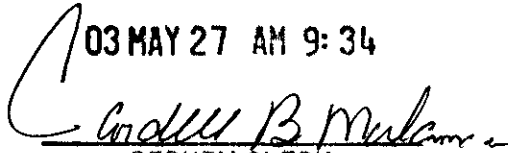
Debra Franks Atwood  
NOTARY NAME: Debra Franks Atwood  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: Aug 18, 2002

N.B. This deed has been prepared at the Grantor's request without examination or legal opinion of title.

351626

ALLEN BLANCHARD, SR.  
CLERK OF COURT  
ST. MARTIN PARISH, LA

03 MAY 27 AM 9:34

  
DEPUTY CLERK

**EXTRACT OF TRUST OF THE  
THE WILLIAM F. GOBER REVOCABLE LIVING TRUST  
DATED MAY 10, 2002  
PURSUANT TO LA. R.S. 9:2262.2**

STATE OF FLORIDA

COUNTY OF SEMINOLE

Pursuant to La. R. S. 9:2262.2, and duly acknowledged, the William F. Gober, Grantor and Trustee of The William F. Gober Revocable Living Trust dated May 10, 2002, hereby files this Extract of Trust providing the following information:

1. Suggested Registration. The suggested registration of assets is:

William F. Gober, as Trustee  
or his successor in trust, of  
The William F. Gober Revocable Living Trust  
Dated May 10, 2002

Abbreviated forms of registration are permissible. On bank accounts, the word "or" may be used to separate any Trustees names. Other financial institutions and third persons dealing with Trustees may use the word "or" to separate the names of the subsequent Trustees as evidencing the independent signature powers granted by paragraph 4. below.

2. Tax Identification. The current tax identification for the Trust is XXXXXXXXXX.

3. Investment Powers. The Trustee and his successors are not limited in their investment powers and have the same authority to purchase or sell any investment as an individual possesses in the management of his or her own affairs. Said powers without limitation include the power to buy, sell, hold, transfer, or exercise any ownership rights in any asset for the Trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit to or withdraw from any bank, brokerage or mutual fund account (including margin accounts), and to sign checks or drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security.

4. Any Current Trustee May Sign. Any current Trustee shall have the power to transact Trust business on his/her sole signature and any person shall accept any Trustee's signature on any

document as binding the Trust. If necessary, a Trustee is authorized to sign the name of the other Trustee on any documents and any financial institution may rely upon this certificate in issuing a signature guarantee.

5. Successor Trustees. If William F. Gober cannot continue to serve as Trustee for any reason, the Successor Trustee shall be Yvonne G. Lorah. If Yvonne G. Lorah cannot continue to serve as Trustee for any reason, the alternate Successor Trustee shall be Mark Rudolph Gober.
6. Dealing with Successor Trustees. Anyone shall deal with a Successor Trustee upon receiving written notice of the death, incapacity, resignation, or removal of the prior Trustee. Incapacity shall be deemed present if the written notice states a legal disability or if two licensed physicians not related by blood or marriage to the Grantor or any beneficiary of this Trust certify that a Trustee is unable to manage his or her own affairs; however, said Trustee may resume his or her duties if the legal disability is removed or two licensed physicians not related by blood or marriage to the Grantor or any beneficiary of this Trust certify to his or her rehabilitation. Removal and substitution of Trustees is a power reserved by the Grantor.
7. Authorized Signer. Either Grantor or any Trustee shall have the power to designate any agent as having the authority to sign on any bank, savings and loan, brokerage, mutual fund, or other account held by the Trust. Said authorized signer may be a Successor Trustee that has not yet assumed the duties of Trustee. Said agent shall act in a fiduciary capacity and shall be accountable to the Trust; however, any financial institution or other third person who deals with the authorized signer may rely upon all actions taken by the authorized signer as binding the Trust without inquiry. The authority granted to the authorized signer shall survive the Grantor, but may be revoked by the Trustee.
8. Protection of Persons Dealing with the Trustee. Any person who is in possession of a photocopy of this certificate may in good faith rely upon the information it contains and shall not be liable to the Grantor, any Trustee, or beneficiary for reliance upon the information contained in this certificate. Further, any person shall assume the authority of the Trustee to act, need not see the application of any money or property delivered to the Trustee, and shall not require the approval of the Grantor, any beneficiary, or any court to any transaction.
9. Additional Certification. Any person may rely upon the certification of any Trustee as to matters which are not contained in this certificate, including a further enumeration of Trustee powers.
10. Notice. No financial institution or other third person who uses this certificate shall be charged with notice of any event upon which the use of this certificate depends unless said notice is in writing and until the notice is delivered to said person.
11. Property Description. The description of the immovable property subject to the Trust is attached hereto as Exhibit A.

CONVEYANCE  
BOOK PAGE  
1385 478

Executed, this 21<sup>st</sup> day of June, 2002.

  
William F. Gober, Grantor and  
Trustee of The William F. Gober  
Revocable Living Trust dated  
May 10, 2002

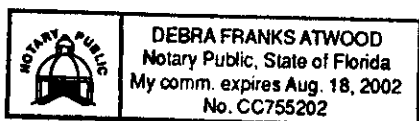
ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF ~~SEMINOLE~~ LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared: **WILLIAM F. GOBER**, a single man, who produced a valid Florida driver's license as identification and who executed the foregoing instrument and acknowledged to and before me that he executed the same.

Witness my hand and official seal this 21 day of June, 2002.



Debra Franks Atwood  
Notary Name: Debra Franks Atwood  
State of Florida  
By Commission Expires: Aug 18, 2002

CONVEYANCE  
BOOK PAGE  
1385 480

**EXHIBIT "A"**

NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.

For title, see Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877; Conveyance Records of St. Martin Parish, LA; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the conveyance records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.

CONVEYANCE  
PAGEALLEN BLANCHARD, SR.  
CLERK OF COURT  
ST. MARTIN PARISH, LA

1386

043

352038

03 JUN -6 AM 9:55

## ACT OF TRANSFER

  
DEPUTY CLERK

For Ten Dollars (\$10.00) and other good and valuable consideration, this Act of Transfer

is made effective on this 7<sup>th</sup> day of May, 2003, before the undersigned Notaries Public, duly commissioned and qualified in and for their respective State and County, and in the presence of the undersigned competent witnesses, personally came and appeared:

**THE WILLIAM F. GOBER REVOCABLE LIVING TRUST**, dated May 10, 2002, (S.S.No. [REDACTED]), herein represented by its undersigned and duly authorized trustee, William F. Gober, with a mailing address of 10743 Versailles Boulevard, Clermont, Florida 34711 (hereinafter referred to as the "**TRANSFEROR**"),

who declared that it does hereby transfer, convey, assign, abandon, contribute and deliver all of its right, title and interest in and to the immovable property described hereinbelow, with full warranty of title and subrogation to all rights and actions of warranty **TRANSFEROR** may have, unto:

**WILLIAM F. GOBER** (S.S.No. [REDACTED]), a resident of lawful age of the County of Lake, State of Florida, with a mailing address of 10743 Versailles Boulevard, Clermont, Florida 34711 (hereinafter referred to as the "**TRANSFeree**"),

the following described property, the possession and delivery of which **TRANSFeree** hereby acknowledges:

NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.

Being the same property acquired by previous owners in Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877, Conveyance Records of St. Martin Parish, LA; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the Conveyance Records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida,  
in the presence of me, Notary, and the undersigned competent witnesses who have signed in the  
presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

**WITNESSES:**

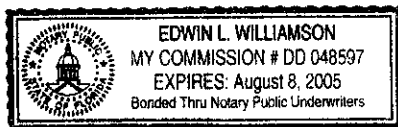
*Jo Anne D. Parks*  
Jo Anne D. Parks

*Karen F. Rivett*  
Karen F. Rivett

**TRANSFeree:**

*William F. Gober*  
William F. Gober

*Edwin L. Williamson*  
Notary Public



CONVEYANCE  
BOOK PAGE  
1386 045

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

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 2003 will be pro-rated and paid by Transferee.

It is not the intention of the parties hereto to create a vendor's lien or resolutory condition and if any shall be deemed to have been created it is expressly waived and renounced by the parties hereto.

All agreements and stipulations herein contained and all the obligations herein assumed shall insure to the benefit and be binding upon the heirs, successors, and assigns of the respective parties and the **TRANSFEE**, its successors and assigns shall have and hold the described property in full ownership.

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

**WITNESSES:**

**TRANSFEROR:**

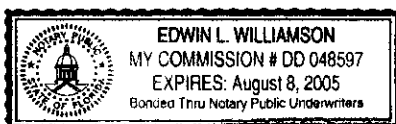
**THE WILLIAM F. GOBER  
REVOCABLE LIVING TRUST**

Jo Anne D. Parks  
Jo Anne D. Parks

By: William F. Gober  
William F. Gober, Trustee

Karen F. Rivett  
Karen F. Rivett

Edwin L. Williamson  
Notary Public



CONVEYANCE  
BOOK PAGE  
1386 048

ALLEN BLANCHARD, SR.  
CLERK OF COURT  
ST. MARTIN PARISH, LA

352040

03 JUN -6 AM 10: 01

ACT OF TRANSFER

*Kelli Romero*  
DEPUTY CLERK

For Ten Dollars (\$10.00) and other good and valuable consideration, this Act of Transfer

is made effective on this 7<sup>th</sup> day of May 2003, before the undersigned Notaries Public, duly commissioned and qualified in and for their respective State and County, and in the presence of the undersigned competent witnesses, personally came and appeared:

**WILLIAM F. GOBER** (S.S.No. [REDACTED]), a resident of lawful age of the County of Lake, State of Florida, with a mailing address of 10743 Versailles Boulevard, Clermont, Florida 34711 (hereinafter referred to as the "**TRANSFEROR**"),

who declared that he holds one hundred (100%) percent of the membership interest in Clara David, L.L.C., as an additional contribution to the capital of Clara David, L.L.C., he does hereby transfer, convey, assign, abandon, contribute and deliver all of his right, title and interest in and to the immovable property described herein below, with full warranty of title and subrogation to all rights and actions of warranty **TRANSFEROR** may have, unto:

**CLARA DAVID, LLC.**, a Florida limited liability company, (Tax I.D. No. 56-2350459) with its registered office located at 10743 Versailles Boulevard, Clermont, Florida 34711, represented herein by its duly authorized manager, Yvonne Lorah (hereinafter referred to as the "**TRANSFeree**"),

the following described property, the possession and delivery of which **TRANSFeree** hereby acknowledges:

NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.

Being the same property acquired by previous owners in Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877, Coveyance Records of St. Martin Parish, LA; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the Conveyance Records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.

CONVEYANCE  
BOOK PAGE  
1386 049

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

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 2003 will be pro-rated and paid by Transferee.

It is not the intention of the parties hereto to create a vendor's lien or resolatory condition and if any shall be deemed to have been created it is expressly waived and renounced by the parties hereto.

All agreements and stipulations herein contained and all the obligations herein assumed shall insure to the benefit and be binding upon the heirs, successors, and assigns of the respective parties and the **TRANSFeree**, its successors and assigns shall have and hold the described property in full ownership.

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

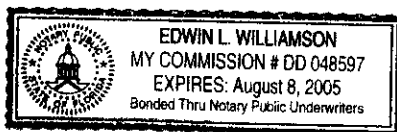
**WITNESSES:**

Jo Anne D. Parks  
Jo Anne D. Parks  
Karen F. Rivett  
Karen F. Rivett

**TRANSFEROR:**

William F. Gober  
William F. Gober

Edwin L. Williamson  
Notary Public



CONVEYANCE  
BOOK PAGE  
1386 050

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida,  
in the presence of me, Notary, and the undersigned competent witnesses who have signed in the  
presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

WITNESSES:

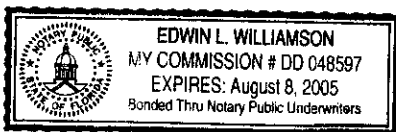
Jo Anne D. Parks  
Jo Anne D. Parks

Karen F. Rivett  
Karen F. Rivett

TRANSFeree:

Yvonne Lorah  
Yvonne Lorah, Manager

Edwin L. Williamson  
Notary Public



St. Martin Parish Recording Page

Allen Blanchard, Sr  
CLERK OF COURT  
PO BOX 308  
St Martinville, LA 70582  
(337) 394-2210

First VENDOR

CLARA DAVID LLC

First VENDEE

SCHAEFER REALTY HOLDINGS LLC

Index Type : Conveyance

Inst Number : 409572

Type of Document : Cash Sale & Plat

Book : 1494

Page : 272

Recording Pages : 8

Recorded Information

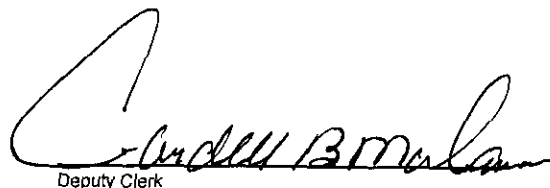
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 04/03/2008

At (Recorded Time) : 12:30:51PM



Doc ID - 004012640008

  
Deputy Clerk



Do not Detach this Recording Page from Original Document

**CASH SALE**

**BE IT KNOWN**, that on this **2nd** day of **April, 2008**, before me, the undersigned Notary Public, duly commissioned and qualified as such, personally came and appeared:

**CLARA DAVID, L.L.C., a Florida limited liability company, being represented herein by Yvonne Lorah, its duly authorized representative, pursuant to the authority attached hereto,**

who declared that for the consideration hereinafter mentioned it does by these presents, sell, transfer and deliver with limited guarantee of title for Seller's own acts but free from all encumbrances and with subrogation to all of its rights and actions of warranty against previous owners, unto:

**SCHAEFER REALTY HOLDINGS, L.L.C., a Texas limited liability company, being represented herein by Josh Koch, its duly authorized representative, whose mailing address is 2210 Twin Oaks Blvd., Kemah, TX 77565;**

present, accepting and purchasing for itself and heirs and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., dated October 25, 2007, revised April 1, 2008, a copy of which is attached hereto and made a part hereof for all purposes, and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Martin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

Being the same property acquired by Clara David, LLC on May 7, 2003 by Act of Transfer recorded under Entry No. 352040 of the Records of St. Martin Parish, Louisiana.

This sale is made accepted subject to the restrictive covenants, easements, mineral reservations, mineral leases and obligations of ownership, etc., affecting the above described property in the St. Martin Parish Clerk of Court's Office.

*Initials*

MP-LR Purchaser has inspected the property and is aware of the property's present condition and has taken its condition into consideration in negotiating the sales price. Purchaser has had full opportunity to inspect the property and to have it inspected by a consultant of Purchaser's choice. Purchaser accepts the property and all of the improvements thereon in whatever condition it exists as of the date of the sale without any warranty other than the warranty of title. Purchaser takes the property "AS IS" and without any expressed, implied or statutory warranties growing out of or connected with any vices and defects in the property, whether apparent, latent or hidden, or redhibitory vices and defects. Purchaser expressly waives any right for a rescission of the sale or reduction in the price of the property as a result of such vices and defects and further expressly waives any warranty of merchantability or fitness for any particular purpose, including, but not limited to, the warranties provided for in Articles 2520, 2531, 2541, 2542 and 2545 of the Louisiana Civil Code, and under any successor articles thereto.

Seller expressly reserves unto itself, its successors and/or assigns, one half (1/2) of all of the oil, gas or other minerals in and under the property, and one hundred (100%) percent of the executive rights thereto, except that the use or disturbance of the surface of the property herein sold shall not be permitted in connection with such reservation.

Seller warrants that the property taxes for all prior years have been paid. The parties assume their prorata share of the payment of all taxes assessed against the property herein sold

for the year 2007. This sale is made and accepted for and in consideration of the sum of **THREE MILLION TWO HUNDRED THOUSAND DOLLARS 00/100 (\$3,200,000.00)**, cash in hand paid, for which acquittance is herein granted.

AND INTO THESE PRESENTS came and intervened WILLIAM F. GOBER, appearing herein individually and as Trustee of the WILLIAM F. GOBER REVOCABLE LIVING TRUST who declared that for the same consideration recited herein, he does hereby transfer, assign, quitclaim, remise, release and relinquish unto Schaefer Realty Holdings, L.L.C. all of the rights, title and interest which he has or may have in and to the above described property.

**THUS DONE AND PASSED** at my office in the Parish of Lafayette, State of Louisiana, on the day and date first hereinabove written, in the presence of the undersigned witnesses, who sign with Appearers and me, officer, after due reading of the whole.

WITNESSES:

**CLARA DAVID, L.L.C.**

Dorothy L. Bourgeois By: Yvonne Lora  
Printed Name: Dorothy L. Bourgeois **YVONNE LORAH, AUTHORIZED REPRESENTATIVE**

Clare L. Wyatt **SCHAEFER REALTY HOLDINGS, L.L.C.**  
Printed Name: Clare L. Wyatt

By: John Koch for Louis E. Schaefer  
**JOHN KOCH, AUTHORIZED REPRESENTATIVE**

Julius J. Stagg, IV  
NOTARY PUBLIC

Julius J. Stagg, IV  
Bar Roll # 24655

THUS DONE AND PASSED at my office in the County of LAKE, State  
of Florida, on the 1 day of April, 2008 in the  
presence of the undersigned witnesses, who sign with Appearers and me, officer, after due  
reading of the whole.

WITNESSES:

Samantha Mariapen  
Print  
Name Samantha Mariapen

William F. Gober  
WILLIAM F. GOBER

WILLIAM F. GOBER REVOCABLE  
LIVING TRUST

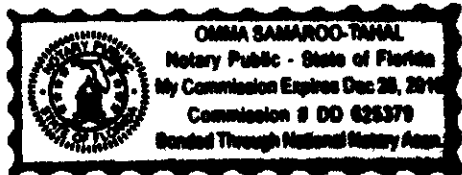
Angela J. Kerr  
Print  
Name Angela J. Kerr

William F. Gober  
By: William F. Gober, Trustee

Omnia Samaroo-Tahal

NOTARY PUBLIC

Notary Name: Omnia Samaroo-Tahal  
Notary ID No. DD 025379



NOTE: Louisiana law requires two (2) witnesses in addition to the Notary Public. The  
Notary cannot be a witness. Do not notarize by acknowledgment or attachment.

CERTIFICATE

BY: CLARA DAVID, L.L.C.

TO: WHOM IT MAY CONCERN

BE IT KNOWN, that on the day and date set forth herein below, WILLIAM F. GOBER, YVONNE LORAH, and MARK R. GOBER sole member of CLARA DAVID, L.L.C., (the "Limited Liability Company" or "the Company"), a Florida Limited Liability Company does hereby certify as follows:

- (1) That we are the Sole Members of the Limited Liability Company;
- (2) That on the 31st day of December, 2007, a meeting of the Member of the Limited Liability Company was duly called and properly held in accordance with law and that at said meeting the following preamble and Resolutions were duly and legally adapted, and are still in full force and effect. They are as follows, to-wit:

"WHEREAS, CLARA DAVID, L.L.C., (the "Limited Liability Company") desires to sell the following described property to Schaefer Realty Holdings, L.L.C. and further desires to confer the power to effect such sale upon YVONNE LORAH, its duly authorized Member, said property being more full described as follows:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Marin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

THEREFORE, IT IS RESOLVED that the Limited Liability Company acting through its duly authorized Member, YVONNE LORAH, sell the above described property to Schaefer Realty Holdings, L.L.C. for such terms and conditions as its duly authorized Member may deem proper in her sole discretion.

BE IT FURTHER RESOLVED, that YVONNE LORAH, its duly authorized Agent be and he hereby is individually authorized and empowered and directed to execute for and on behalf of and in the name of this *Limited Liability Company*, option agreements, sale or purchase agreements, acts of sale, vendor's liens, settlement statements, acknowledgements, affidavits and any and all other instruments or acts which, in his individual discretion, may be deemed necessary and proper in order to accomplish the purposes described hereinabove."

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of March, 2008.

CLARA DAVID, L.L.C.

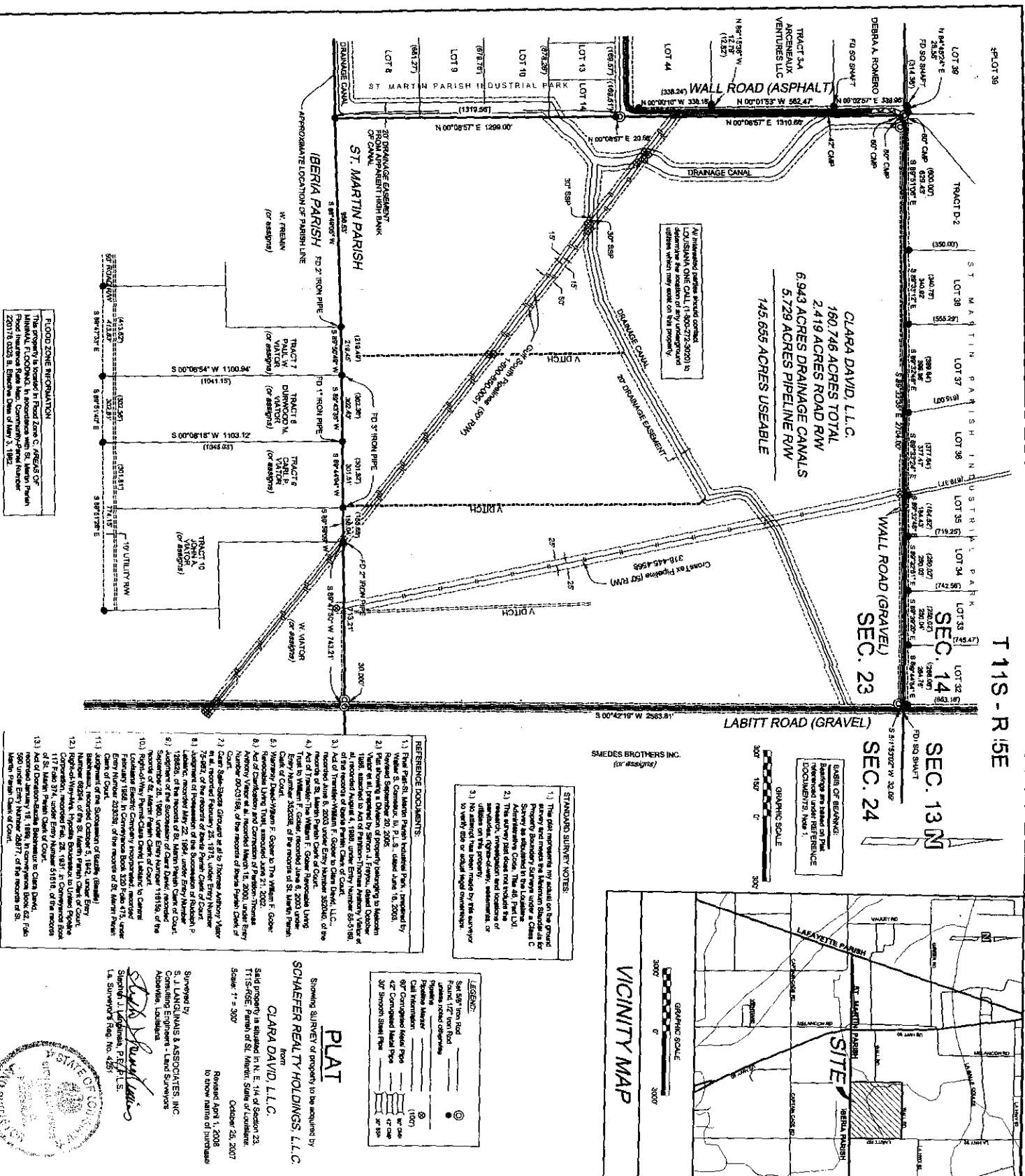
  
BY: WILLIAM F. GOBER, Member

  
BY: YVONNE LORAH, Member

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of March, 2008.

CLARA DAVID, L.L.C.

  
BY: MARK R. GOBER, Member



St. Martin Parish Recording Page

Allen Blanchard, Sr  
CLERK OF COURT  
PO BOX 308  
St Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

ST MARTIN PARISH GOVERNMENT

Index Type : Conveyance

Inst Number : 424505

Type of Document : Dedication & Plat

Book : 1536

Page : 769

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 St. Martin Parish, Louisiana

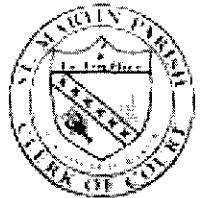
On (Recorded Date) : 06/11/2009

At (Recorded Time) : 10:04:07AM



Doc ID - 004192590006

*Judy L Cormier*  
Deputy Clerk



Do not Detach this Recording Page from Original Document

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**ACT OF DEDICATION OF SERVITUDES**

BE IT KNOWN, that on this 20th day of May, 2009, 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:

SCHAEFER REALTY HOLDINGS, L.L.C., a Texas limited liability company, being represented herein by Louis E. Schaefer, Jr., its duly authorized President, whose mailing address is 100 Enterprise Avenue, League City, TX 77573;

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 "ROW ACREAGE, 2.151 ACRES TOTAL" located in the Parish of St. Martin, as shown and set forth in that certain plat of survey entitled "Right of Way to be acquired by St. Martin Parish from Schaefer Realty Holdings, L.L.C.", prepared by S. J. Langlinais & Associates, Inc., dated the 30th day of March, 2009, a copy of which is attached hereto and made a part hereof.

Appearer does by these presents dedicate, create and establish exclusively in favor of the St. Martin Parish Government (hereinafter the "Parish"), for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the Parish to use same or who as a result of this dedication may derive any benefit therefrom, a thirty-five (35') wide servitude for the widening of Wall Road and constructing a drainage ditch as 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 Parish and such other persons, entities or estates who are given authority by the Parish to use the servitudes, rights of passage, rights of way as 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 Parish and any such individuals, entities and estates as are authorized by the Parish shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating any road and/or drainage ditch or 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 a drainage ditch; 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. The Parish agrees to provide for the perpetual maintenance of any and all drainage ditches, including roadside ditches on the property 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 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 Parish, for the ultimate benefit of the public, a thirty-five (35') wide servitude for the widening of Wall Road and constructing a drainage ditch as reflected on the plat of survey and to provide for the use and enjoyment of same by the public. The servitudes shall be subject to full use by the Parish and those authorized by it for the purposes for which they are intended by those having the need or responsibility of providing drainage or other services to the properties or estates to be serviced or benefited by said servitudes, whether contiguous or not.

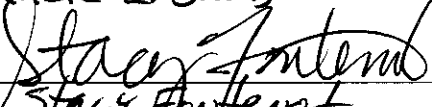
And into these presents came and intervened the St. Martin Parish Government who, in consideration for the rights granted herein, agrees to construct a drainage ditch along Wall Road within the right of way granted herein pursuant to the plans attached hereto and extend the drainage across Labit Road with a culvert across Labit Road to the drainage ditch along the easterly side of Labit Road. Construction on said Wall Road Drainage Ditch is to commence on or about the end of June or July 1, 2009, and is to be completed by the Parish within 90 days after commencement, weather permitting.

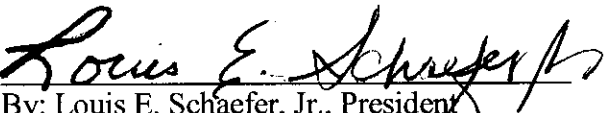
**[SIGNATURES ON FOLLOWING PAGES]**

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:

SCHAEFER REALTY HOLDINGS, L.L.C.

  
\_\_\_\_\_  
Kacie L. Silva  
  
\_\_\_\_\_  
Stacy Fontenot

  
\_\_\_\_\_  
By: Louis E. Schaefer, Jr., President

  
\_\_\_\_\_  
NOTARY PUBLIC  
Ferdinand J. Iseringhausen, Jr.  
Bar Roll #20232

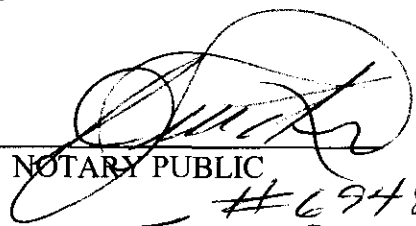
THUS DONE AND PASSED on the 9<sup>th</sup> day of June, 2009, before me, Notary, and in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESS:

ST. MARTIN PARISH GOVERNMENT

Lesley H. Shodeary  
Monette Theriot

  
By: Guy Cormier, President

  
NOTARY PUBLIC  
#6948.2  
Fabian D. Tucker



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

SCHAEFER REALTY HOLDINGS LLC

Index Type :   Conveyance

Inst Number : 472193

Type of Document : Restrictions

Book : 1663           Page : 354

Recording Pages :           9

Recorded Information

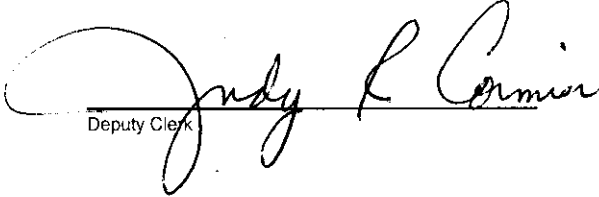
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

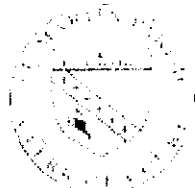
On (Recorded Date) : 11/08/2013

At (Recorded Time) : 4:13:14PM



Doc ID - 005890140009

  
Deputy Clerk



**SCHAEFER INDUSTRIAL PARK**  
**BUILDING RESTRICTIONS**

**BE IT KNOWN**, that on the 7th day of November, 2013, before me, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

**SCHAEFER REALTY HOLDINGS, L.L.C.**, a Texas limited liability company, being represented herein by Louis E. Schaefer, Jr., its sole member, whose mailing address is 2210 Twin Oaks Blvd., Kemah, TX 77565;

(hereinafter referred to as "Declarant") who, after first being duly sworn, declared that it is the owner of the following described property, to-wit:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., dated October 25, 2007, revised April 1, 2008, a copy of which is attached to that act recorded under Entry No. 409572 and made a part hereof for all purposes, and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Martin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

Declarant declared that, desiring to lay off a portion of the Property into lots for the purpose of offering same for sale, Declarant has caused a portion of the Property to be surveyed and divided into lots, blocks and streets, same to be known as SCHAEFER INDUSTRIAL PARK, PHASE IA, a subdivision of the Parish of St. Martin, Louisiana (hereinafter referred to as "the Property") all as shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S. dated September 6, 2012, last revised November 7, 2013 entitled "Final Plat Showing Survey of Schaefer Industrial Park, Phase IA, Belonging to Schaefer Realty Holdings, L.L.C." a copy of which is attached hereto and made a part hereof for all purposes, (hereinafter the "Plat of Survey").

Declarant declared that it has submitted for Final Approval the Plat of Survey subdividing a portion of the Property into lots, and delineating and designating certain streets, utility servitudes, drainage servitudes and/or other servitudes which are to be provided in accordance with the applicable regulations for subdivision plat approval promulgated by the St. Martin Parish Government (hereinafter, together with the then governing authority, from time to time, the "Government"), or by its predecessors but now administered by the Government.

Declarant declares, accordingly, that it does by these presents dedicate to public use, for and on behalf of the public in general, but in particular in favor of the Government, Forum Drive, said dedication to be considered a formal statutory dedication in accordance with the provisions of LSA-R.S. 33:5051, et seq..

Declarant further declares that it does hereby further dedicate, create and establish exclusively in favor of the Government, for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the Government to use same or who may as a result of this dedication may derive any benefit therefrom, any and all utility servitudes, drainage servitudes and other items shown on the Plat of Survey but specifically excluding those that are identified as "private" servitudes; easements or other items. Declarant declares that in connection herewith, Declarant grants a perpetual predial servitude(s) in favor of the Government and such other persons, entities or estates who are given authority by the Government to use the servitudes and other items shown on the Plat of Survey (with the exception of those identified as "private" on the 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 Government and any such individuals, entities and estates as are authorized by the Government 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 of Survey, clear brush, trees and other items or obstacles as may interfere with the free use of said servitudes, construct drainage, electric, sewer, water and other utility facilities, remove all obstacles which would hamper or preclude the exercise of the servitudes, and otherwise have full access for the purpose of utilizing and maintaining the servitudes and any improvements hereafter or heretofore constructing therein or thereon.

In connection with the exercise of the use of the servitudes created hereby, the Government, 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 the Plat of Survey, 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 is to dedicate to the Government, for the ultimate benefit of the public, all utilities servitude streets, rights-of-way and other matters as reflected on the Plat of Survey except those designated as "private" 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 Government, which will have full authority to regulate the use of said non-private servitudes, streets, rights-of-way, rights-of-passage and other items as shown on the Plat of Survey. The said servitudes shall be subject to full use by the 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 estates to be serviced or benefited by said servitudes, whether contiguous or not.

Declarant declares that in order to dispose of the Property to the best advantage and to assure all prospective purchasers that the Property will be properly developed, Declarant binds itself, its successors and assigns, not to sell the Property except under the following restrictions and covenants which are deemed to be predial servitudes to run with the Property. Declarant hereby establishes a Board of Schaefer Industrial Park (hereinafter the "Board") to enforce and modify the restrictive covenants, agreements, easements, limitations, and charges as more fully set forth herein. The Board shall consist of Louis E. Schaefer, Jr., James S. Schaefer and Graham L. Schaefer. Any action taken by the Board shall require the consent of a majority of the board members.

- A. Application.** The land referred to as the "Schaefer Industrial Park," collectively referred to as the "Park," is described as follows:

Property owned by Schaefer Realty Holdings, L.L.C. by virtue of a deed from Clara David, L.L.C., dated April 2, 2008, and recorded April 3, 2008, under Entry Number 409572, in Book 1494, at Page 272, of the records of St. Martin Parish, Louisiana and referred to by the following description:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., dated October 25, 2007, revised April 1, 2008, a copy of which is attached to that act recorded under Entry No. 409572 and made a part hereof for all purposes, and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Martin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

The Park and the adjoining roads shall be subject to the restrictive covenants, agreements, easements, limitations, and charges as set forth herein, and shall be considered a part of every conveyance of a building site in the Park without being written therein. The restrictive covenants herein contained are for the mutual benefit and protection of the owner(s), present and future, of all land within the boundaries of the Park, and shall run with and bind the land and inure to the benefit of and be enforceable by the Board of Directors of the Schaefer Industrial Park (the "Board") and/ or any owner(s), present and future, of any building site in the Park, their respective legal representatives, heirs, successors, grantees, and assigns. The Board and/ or any owner(s), present or future of any building site included in the Park, shall be entitled to injunctive relief against any violation thereof and/or damages caused by said violation, but there shall be no right of reversion or forfeiture of title resulting from such violation. The term "building site" shall mean: A) any of the lots that are part of the Park; B) a portion of any said lots; C) a combination of two or more of any said lots; D) a combination of two or more portions of any said lots; or E) a combination of or part of any of the above.

- B. **Term.** These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these restrictive covenants are recorded. After the initial period of thirty (30) years, the restrictive covenants shall be automatically extended for successive periods of ten (10) years each, unless, at any time after the said thirty (30) year period, an instrument signed by the then owners of a majority of the square footage (excluding then publicly dedicated tracts and/or common areas) of the building sites in the Park has been recorded, agreeing to change, alter, amend or terminate said restrictive covenants in whole or in part. Notwithstanding anything contained herein to the contrary, the restrictive covenants may be waived by the Board as to any building site and/or changed, altered, amended or terminated in whole or in part at any time and from time to time by the Board as to any building site then owned by the Board.
- C. **Amendment; Waiver.** Upon application being made to the Board, the Board may waive anyone or more of the restrictive covenants with respect to any building site if a waiver is requested by the owner of the building site, upon finding that such waiver would not be detrimental to the Park; but any such waiver, which must be

evidenced in writing, shall not be deemed or construed to be a waiver of any such restrictive covenants with respect to any other building site.

The restrictions and restrictive covenants contained herein may also be changed, altered, amended or terminated in whole or in any part at any time by the Board by executing a written amendment hereto, and filing the same of record in the Conveyance Records of St. Martin Parish. All amendments shall apply to all lands within the boundaries of the Park, from the time of their filing in the records of the Clerk of Court of St. Martin Parish.

- D. **Enforcement; Conciliation.** No action in court to enforce any restrictive covenant herein by an owner or owners of any building site in the Park shall be brought until such owner or owners shall have referred its complaint to the Board for the purpose of consultation and conciliation, and until a period of time of ninety (90) days shall have passed from the date of such reference.
- E. **Use.** Anything to the contrary contained anywhere in these restrictions notwithstanding, no portion of the Park may ever be used, even on a temporary basis, as a "junk yard," salvage yard, or similar business.
- F. **Design, Control and Maintenance.** No building, fence, wall or other structure shall be commenced, erected, or maintained on a building site, and no change, addition or alteration to the exterior of any building, fence, wall or other structure shall be made until the building, fence, wall or other structure have been submitted to and approved by the Board. All buildings, fences, walls and other structures erected, and all additions or alterations made shall conform with the construction standards specified by all government codes and regulations then in force.

Open spaces shall be landscaped to present a pleasing appearance and to conform to reasonable standards; however, no landscaping shall be placed on any building site until the plans of such landscaping have been submitted to and approved by the Board. Each building, fence, wall or other structure and the landscaping shall be erected and placed upon a building site only in accordance with the plans and specifications and plot plan approved by the Board. Any change, alteration or modification to the exterior appearance of any building, fence, wall or other structure or to the landscaping shall be deemed an alteration requiring additional approval of the Board. At least fifty (50%) percent of the front of any building must be constructed of a material other than metal. "Front" means the side of the building which faces the street.

- G. **Liability.** The Board, its officers, members, employees and agents shall not be responsible or liable to anyone in any way for any defect in any plans or specifications submitted, approved or revised in accordance with these restrictive covenants, nor for any structural or other defects in any work done according to such plans and specifications. The scope of review of the plans and specifications shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes and standards or any other similar factor.
- H. **Care and Appearance of Premises.** All buildings, fences, walls, other structures, parking lots, drives and the open space on each building site shall be maintained in a neat and attractive manner. If the owner of a building fails to maintain the open space in this neat and attractive manner, the Board may, at its option, after giving the owner of a building site ten (10) days written notice, by registered or certified mail, sent to its last known address, have the grass, weeds and vegetation cut when, and as often

as, the same is necessary in its judgment, and have the dead vegetation removed from the building site. Said cutting and removal shall be at the expense of the owner of the building site, the owner of the building site being obligated to reimburse the Board for any expenses incurred as a result of said cutting and removal, plus an additional sum of fifteen (15%) percent of that amount for administrative costs. If the owner of a building site fails to maintain the exterior of any building, fence, wall or other structure in a neat and attractive manner, the Board may, at its option, after giving the owner of the building site three (3) months written notice, by registered or certified mail, sent to its last known address, do the following: a) Make repairs and improve the appearance in a reasonable manner, which shall be at the expense of the owner of the building site, the owner of the building site being obligated to reimburse the Board for any expense incurred as a result of the repairs and improvements, plus fifteen (15%) percent of that amount for administrative costs, together with ten (10%) percent per annum on the total amount due the Board from the time the work was completed, or b) Institute legal proceedings in District Court for the Parish of St. Martin, Louisiana, to seek a judgment ordering the owner of the building site to make such repairs and improvements as are necessary for the building, fences, walls or other structures to have a neat and attractive appearance. In order to secure the reimbursement, the Board shall have a lien upon such building site and improvement situated thereon, enforceable as herein provided. Upon performing the work, the Board shall be entitled to file in the Office of the Clerk of Court for the Parish of St. Martin, Louisiana, a notice of its claim of lien by virtue of this contract with the owner of the building site. Said notice shall state the cost of said work, including administrative costs and interest, if any, and shall contain a description of the property against which the enforcement of the lien is sought. The lien shall date from the date that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuation consideration and without notice until the notice of the claim of lien is filed as hereinabove set forth. The lien shall be due and payable forthwith upon the completion of the work and if not paid, the lien may be enforced by foreclosure in court in the same manner as mortgages.

- I. **Parking and Loading.** No parking shall be permitted on any public street. It shall be the responsibility of the owner of a building site to provide such hard surfaced, off-street parking within its property boundaries at a ratio of no less than two (2) parking spaces per four (4) employees.
- J. **Waste Disposal.** Trash, garbage, and other waste shall be kept in clean and sanitary containers. All such containers and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from any public street. Each owner of a building site shall be required to contract for regular commercial trash, garbage and waste disposal.
- K. **Sewerage.** Each owner of a building site shall use the sewerage system available for the Park; however, if the waste from any individual building site is such as to cause damage to the sewer system or sewerage treatment plant or negatively impact on the treatment process, and by reason thereof, the governmental authority having jurisdiction over the Park refuses to allow its admission to the sewer system, then such waste is to be pre-treated at the cost of the owner of the building site to permits its admission to the sewer system. No "processed water" or "wash water" may be discharged into the sewer system, or into the ditches in the Park, or otherwise discharged onto the grounds of any building site without a specific discharge permit.

The initial sewerage system for the Park will be constructed to handle human waste

sewerage only, and the volumes which may be discharged into the Park's sewerage system will be limited, and allocated to each building site pro-rate to the amount of land.

- L. Signs.** All signs shall conform to the standards set by the Board as to the design, specifications and location which are as follows: No signs shall be constructed until a scale drawing, construction plans and specifications, and the site plan showing the location of such signs, have been submitted to and approved by the Board, which said approval shall be within the sole discretion of the Board, notwithstanding the fact that said signs may conform with the design, specifications and location hereinabove set forth.

The Board may, at its option, provide and sell such signs as it deems appropriate to the owner of a building site at the time it sells such building site.

- 1. Performance Standards.** A building site (or any part thereof or any building, fence, wall or other structure erected thereon or to be erected thereon), shall not be used for any purpose or in any manner which shall be a nuisance to the owner of any other building site by reason of the emission or creation of odors, gases, dust, smoke, noise, fumes, cinders, soot, glare, vibrations, radiation, waste or otherwise.
- 2.** By purchase of land in the Park, all building owners agree that any nuisances which impair the business of any other building site owner may be enforced by temporary restraining order, preliminary and/or permanent injunction.

- M. Building Set-Back.** All buildings and other structures must be set back a minimum of fifty (50) feet from the right of way line of any dedicated street in the Park. On a corner building site, all buildings and other structures must be setback a minimum of fifty (50) feet from the street-side property line. All buildings and other structures must be set back a minimum of ten (10) feet from any other side property line. No fence or wall shall be erected nearer to the right of way line of a public street in the Park than the building setback line. No hedges or other shrubbery obstructing total view shall be permitted nearer to the right of way line of a public street in the Park than the building set-back line.

- N. Easements.** Instruments creating easements for the installation and maintenance of public utilities are on file in the office of the Clerk of Court for the Parish of St. Martin, Louisiana.

- O. Maintenance Fees.** The Board shall have the right to periodically, but not more often than quarterly as the Board sees fit, assess and collect from each owner of a building site, pro-rated on a square foot basis, a maintenance fee to maintain, preserve and beautify the Park. Fees shall be based on the actual cost of mowing, landscape maintenance and utilities (water and electricity) necessary for the maintenance, preservation and beautification of the Park. Any such fees not paid within thirty (30) days after the due date shall be deemed in default. The amount of any such fees assessed against the building site, plus an additional sum of fifteen (15%) percent for administrative costs and interest on such fees, at such lawful rate as the Board may designate from time to time, and the cost of collecting same, including reasonable attorney's fees, shall be a lien upon such building site and improvements thereon. Said lien shall be perfected and may be enforced as the lien provided for in Section H.

- P.** The Board shall have the right to incorporate a Louisiana non-profit corporation for the purpose of assessing and collecting the fees referred to above. The said corporation

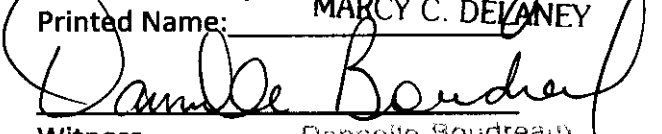
shall be a property owners association. In such event, the Board, as long as it owns at least one (1) building site, and each owner of a building site shall be members of the said corporation. After the Board sells all of the building sites, it will no longer be a member of the said corporation. Each owner of a building site shall automatically be a member of the said corporation, and membership shall be appurtenant to and run with the building site ownership which qualifies the building site owner thereof for membership. Membership may not be severed from or in any way transferred, pledged, mortgaged or alienated except together with the title to the building site. The said corporation shall be charged with the duties and vested with the powers prescribed by law or set forth in its articles of incorporation and by-laws and these restrictive covenants.

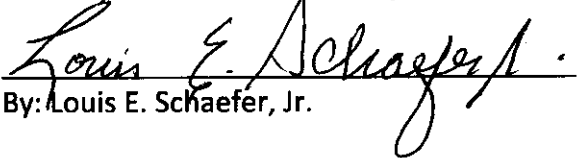
- Q. Drainage Facilities.** The drainage ditches which are located within a building site and the ditches along the streets on which the building site has frontage (even if such ditches are in a public right of way or dedicated street) may be piped and filled, covering the frontage of the building site. The drainage pipe shall be engineered and designed by a registered professional engineer, and the design approved by the Board prior to construction. The pipe shall be sized to handle a rain storm with an intensity of a five (5) year storm. Drop inlets shall be included in the design. The drop inlet spacing and number shall be sufficient to properly accommodate the expected surface runoff. Plans and specifications showing the design and layout of the drainage pipe shall be submitted to the Board for review and approval prior to construction. The owner of a building site shall complete the construction of the said drainage pipe simultaneously with the completion of the construction of any building on the building site.
- R. Severability.** Every one of the restrictive covenants contained herein is independent of and severable from the rest of the restrictive covenants and from every combination of the provisions thereof. Invalidation by any court of any restrictive covenant shall in no way affect any of the provisions of the other restrictive covenants, which shall remain in full force and effect. The failure to enforce any of the restrictive covenants at the time of its violation shall in no way affect any other restrictive covenant nor be deemed a waiver of the right to enforce the same thereafter.

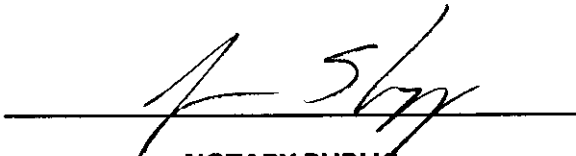
**THUS DONE AND PASSED** at my office in the Parish of Lafayette, State of Louisiana, on the day and date first hereinabove written, in the presence of the undersigned witnesses, who sign with Appearers and me, officer, after due reading of the whole

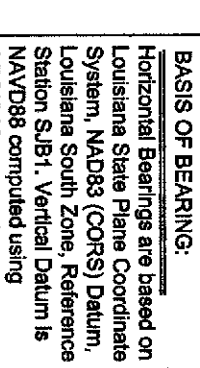
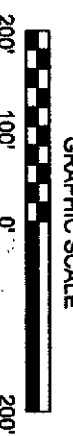
**WITNESSES:**

  
Witness  
Printed Name: MARCY C. DELANEY

  
Witness  
Printed Name: Dannelle Boudreaux

**SCHAEFER REALTY HOLDINGS, L.L.C.**  
  
By: Louis E. Schaefer, Jr.

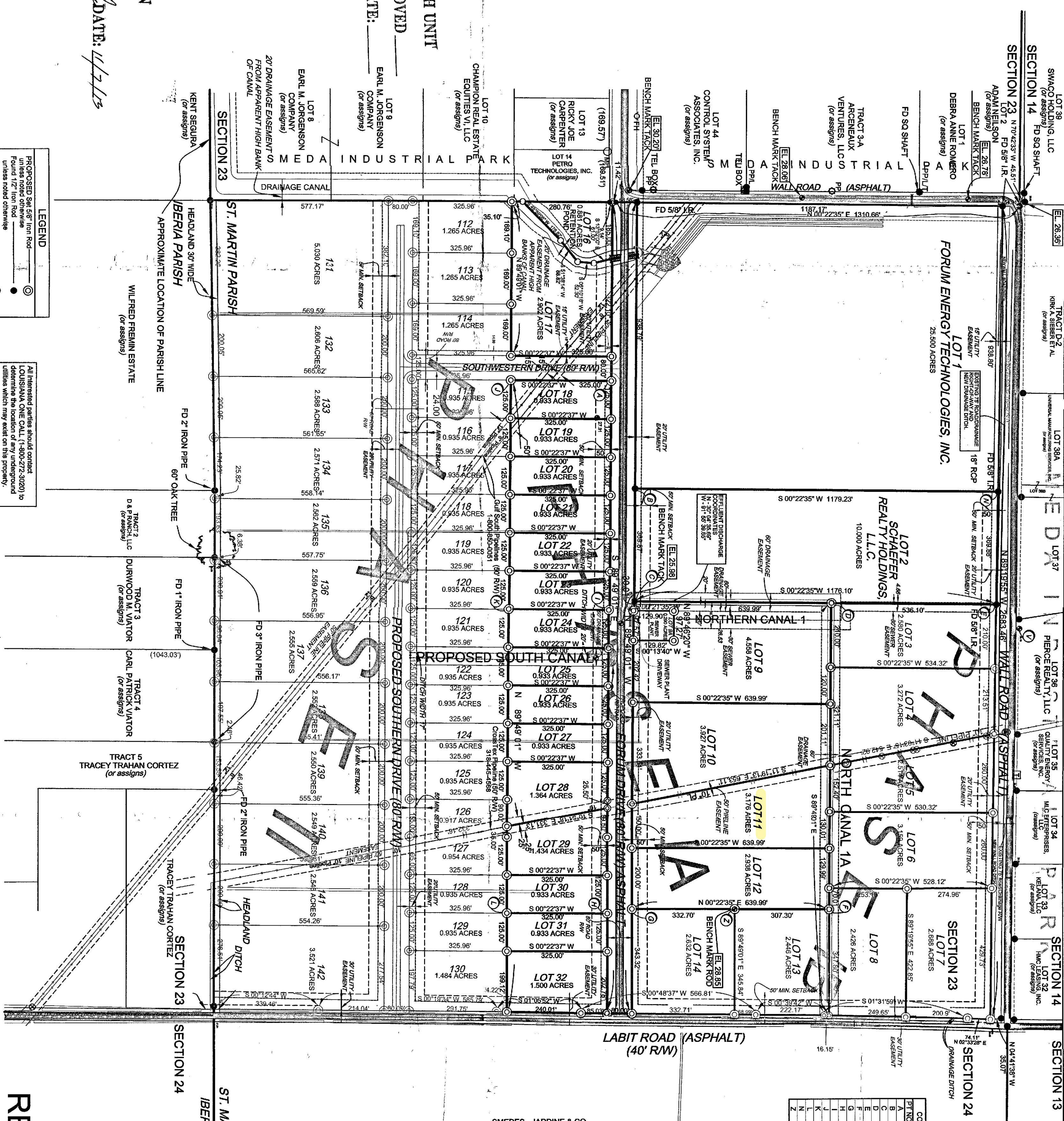
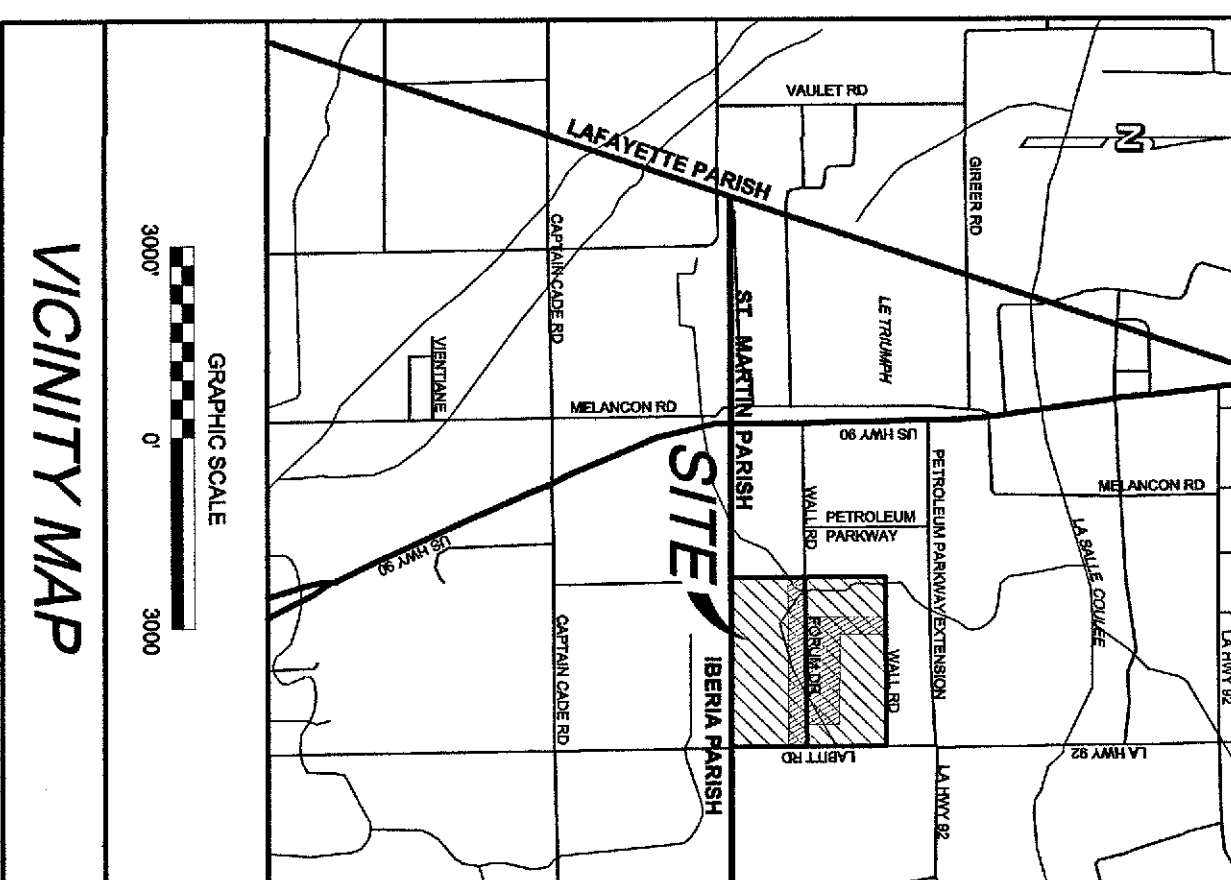
  
**NOTARY PUBLIC**  
Julius J. Stagg, IV  
Bradley & Moreau, APLC  
Bar Roll #24655  
My Commission Expires at Death



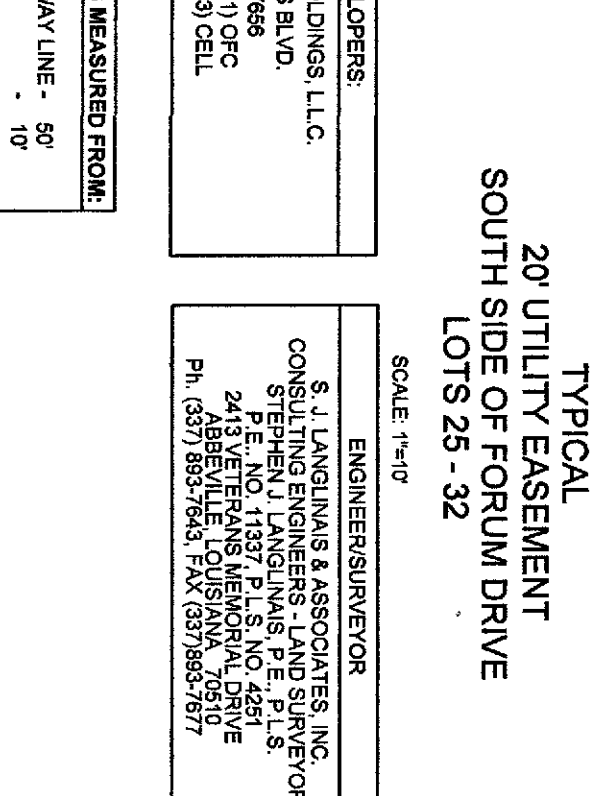
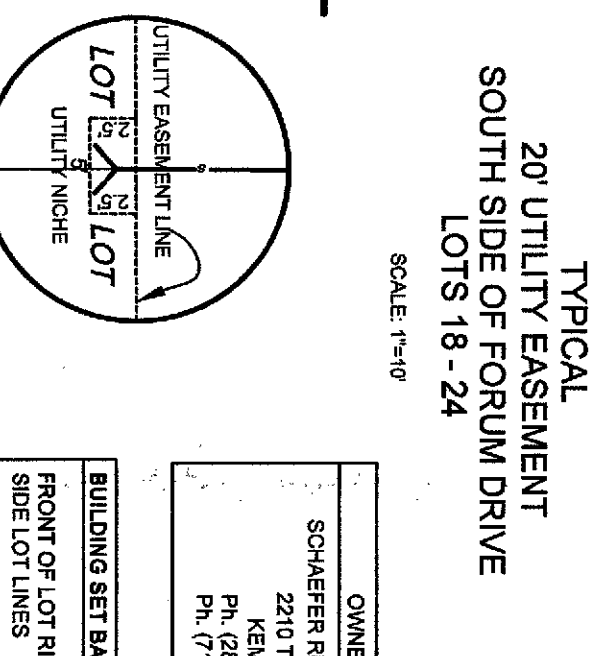
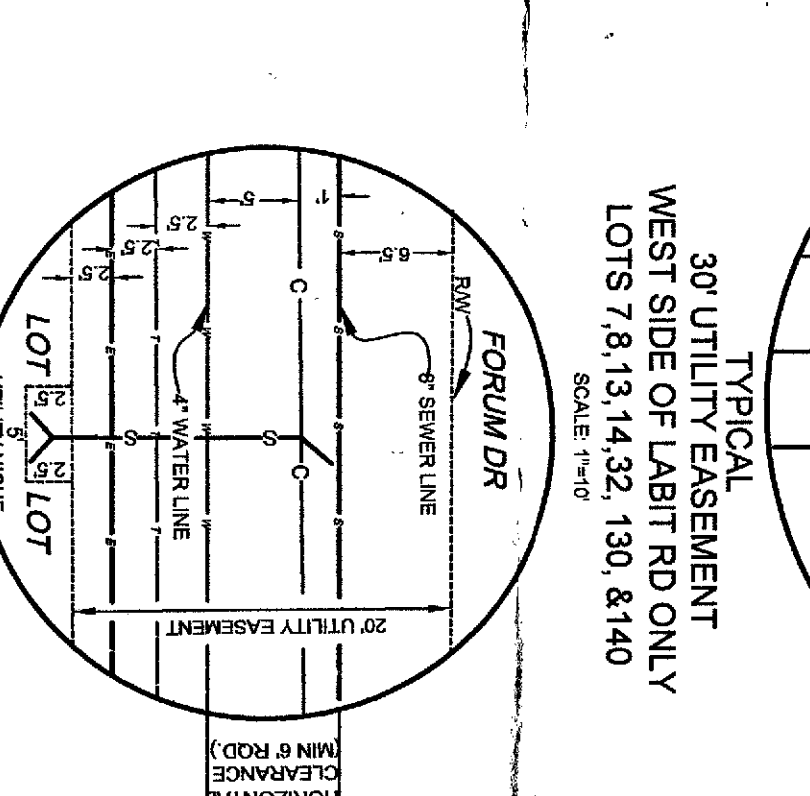
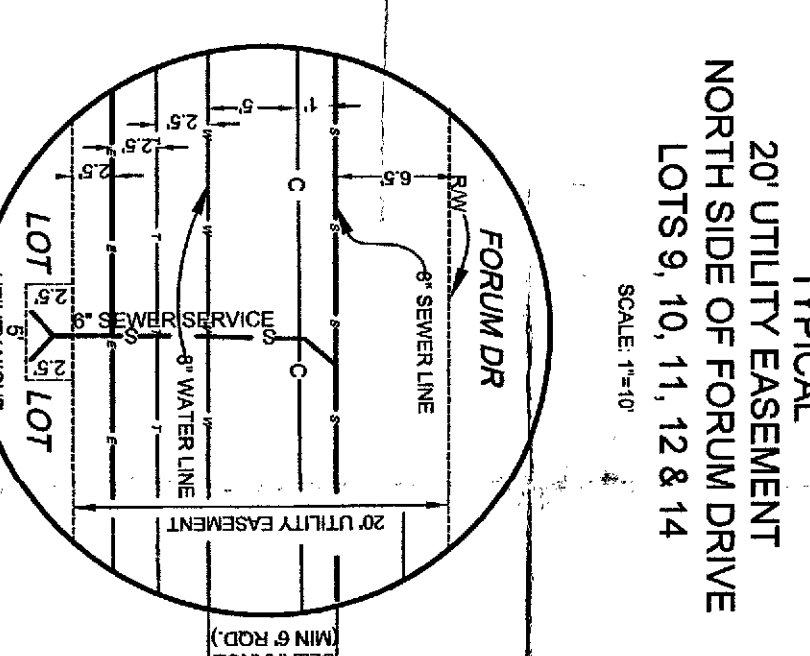
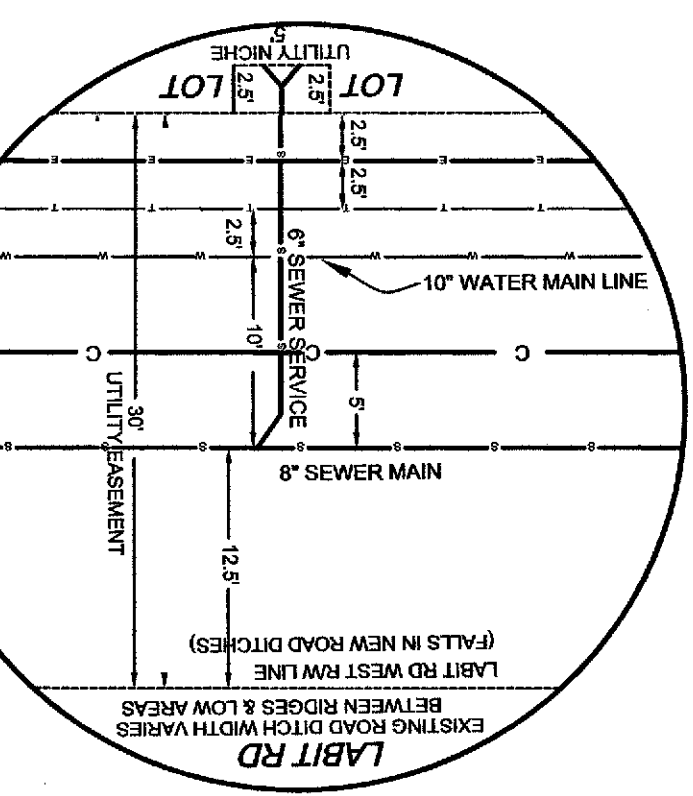
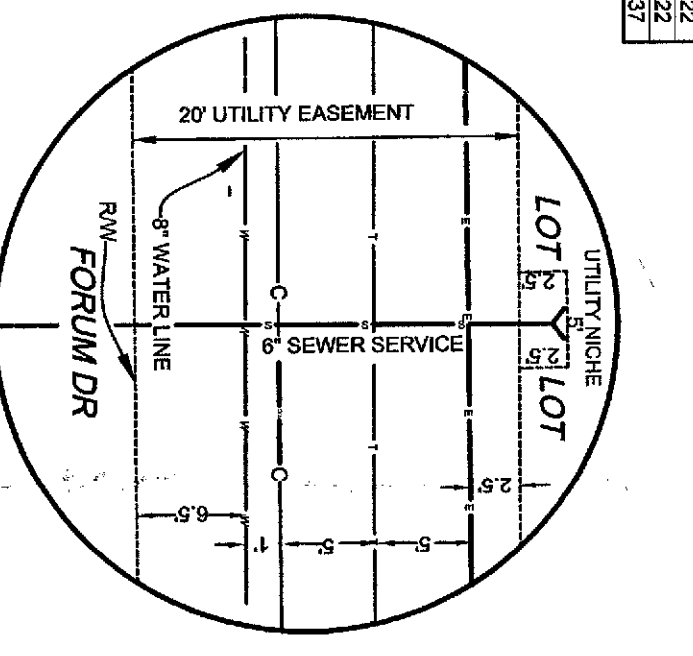
**FLOOD ZONE INFORMATION**  
This property is located in Zone X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, in accordance with St. Martin Parish Flood Insurance Rate Map, Map Number 22099C0330H, Effective Date of November 4, 2010. Index dated November 4, 2010.

ES:

- 1) This plat represents my actual on the ground survey and meets the Minimum Standards for Property Boundary Surveys under a Class C Survey, as stipulated in the Louisiana Administrative Code Title 46, Part LXI.
- 2) This survey plat does not include the research, investigation and locations of easements, rights-of-way, assessments, or utilities on this property.
- 3) No affidavit has been made by this surveyor to verify title or actual legal ownerships.

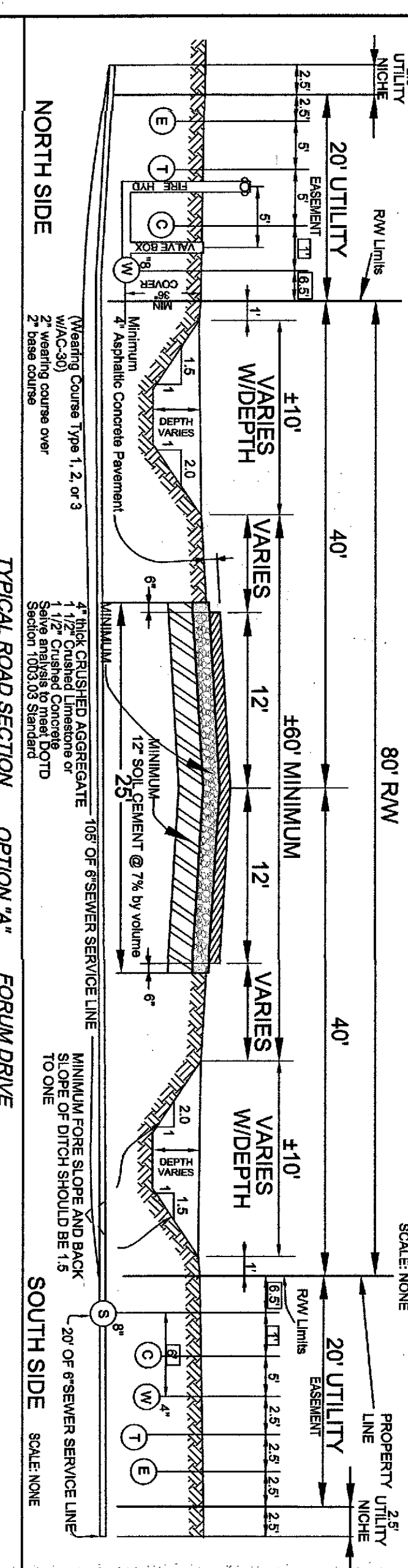


| COORDINATES |              | TABLE       |
|-------------|--------------|-------------|
| PT NO       | NORTHING (Y) | EASTING (X) |
| A           | 57354.186    | 305261.2772 |
| B           | 57354.186    | 305261.2772 |
| C           | 57354.017    | 305268.946  |
| D           | 57342.985    | 305268.946  |
| E           | 57419.987    | 306250.367  |
| F           | 57419.987    | 306400.365  |
| G           | 57389.779    | 305396.152  |
| H           | 57379.733    | 306401.560  |
| I           | 57372.927    | 305301.650  |
| J           | 57340.326    | 305225.842  |
| K           | 57343.932    | 3063008.452 |
| L           | 57343.932    | 3063008.452 |
| N           | 574112.469   | 305268.946  |
| Z           | 574112.469   | 305268.946  |



AT ALL SEWER SERVICES

## REVISED LOT LAYOUT



# FINAL PLATT

**SCHAEFFER INDUSTRIAL PARK, PHASE I**  
 BELONGING TO  
**SCHAEFFER REALTY HOLDINGS, L.L.C.**

Scale: 1" = 200'

November 1, 2012

Surveyed by  
**S. J. LANGINIA & ASSOCIATES, INC.**

Abbeyville, Louisiana 70533

John W. Jones

LA. PLS Reg. No. 4251  
LA. PE Reg. No. 11337

**00000000000000000000000000000000**

DRAWING NUMBER: 1 OF 1

DATE: 9-6-12

REVISION DATES: 11-1-12, April 8, 2013 (6.5" sewer & Water)

REVISION: May 15, 2013 (10 offset from LABIT RD) S&W

REVISION: July 24, 2013 (To show sewer plant lot)

REVISION: July 30, 2013 (To AS BUILTS WATER & SEWER)

REVISION: October 1, 2013 to show PHASE IA ONLY

REVISION: October 15, 2013 to show SEWER EASEMENT

REVISION: Nov. 1, 2013 to show set back lines

REVISION: Nov. 7, 2013 to shop OPTION A ROAD SECTION

**SCHAEFER INDUSTRIAL PARK**  
**SCHAEFER REALTY HOLDINGS, LLC**  
2210 TWIN OAKS BLVD.  
KEMAH, TX 77656  
Ph. (281)538-6171 (OFC)  
Ph. (713)614-1033 (CELL)

**S. J. LANGLINAIS & ASSOCIATES, INC.**  
CONSULTING ENGINEERS - LAND SURVEYORS  
2413 VETERANS MEMORIAL DRIVE  
ABBEVILLE, LOUISIANA 70510  
Ph. (337) 893-7643  
SJLCompany@aol.com

## St. Martin Parish Recording Page

**Becky P Patin**  
**CLERK OF COURT**  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

SCHAEFER INDUSTRIAL PARK

## First VENDEE

SCHAEFER INDUSTRIAL PARK

**Index Type :** Conveyance

**Inst Number : 472928**

**Type of Document :** Amendment To Restrictions

Book : 1665

Page : 384

Recording Pages : 2

## Recorded Information

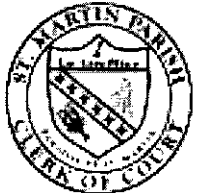
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 12/09/2013

At (Recorded Time) : 10:15:57AM



  
Deputy Clerk



Doc ID - 005902380002

**Do not Detach this Recording Page from Original Document**

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

AMENDMENT TO RESTRICTIVE COVENANTS  
OF  
SCHAEFER INDUSTRIAL PARK

BE IT KNOWN that on this 6th day of December, 2013, before me, Notary Public, duly commissioned and qualified as such in and for the aforesaid Parish and State, and the undersigned competent witnesses, personally came and appeared the undersigned, constituting a majority of the Board of Schaefer Industrial Park (the "Board"), who declared that pursuant to the authority vested in the Board in Section C of the Act of Schaefer Industrial Park Building Restrictions recorded under Entry No. 472193 of the records of St. Martin Parish, Louisiana, Appearers do by these presents amend said Section C to read as follows:

- C. **Amendment; Waiver.** Upon application being made to the Board, the Board may waive any one or more of the restrictive covenants with respect to any building site if a waiver is requested by the owner of the building site, upon finding that such waiver would not be detrimental to the Park; but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such restrictive covenants with respect to any other building site.

The restrictions and restrictive covenants contained herein may also be changed, altered, amended or terminated in whole or in any part at any time by the Board by executing a written amendment hereto, and filing the same of record in the Conveyance Records of St. Martin Parish. All amendments shall apply to all lands within the boundaries of the Park, from the time of their filing in the records of the Clerk of Court of St. Martin Parish.

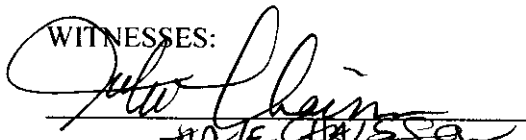
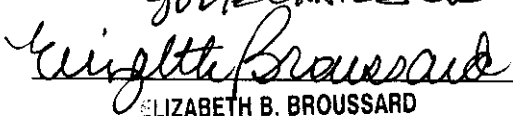
Appearers do further Amend Section F of said Act to read as follows:

- F. **Design, Control and Maintenance.** No building, fence, wall or other structure shall be commenced, erected, or maintained on a building site, and no change, addition or alteration to the exterior of any building, fence, wall or other structure shall be made until the construction plans and specifications, and the site plan showing the location of such building, fence, wall or other structure have been submitted to and approved by the Board. All buildings, fences, walls and other structures erected, and all additions or alterations made shall conform with the construction standards specified by all government codes and regulations then in force.

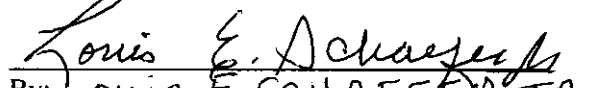
Open spaces shall be landscaped to present a pleasing appearance and to conform to reasonable standards; however, no landscaping shall be placed on any building site until the plans of such landscaping have been submitted to and approved by the Board. Each building, fence, wall or other structure and the landscaping shall be erected and placed upon a building site only in accordance with the plans and specifications and plot plan approved by the Board. Any change, alteration or modification to the exterior appearance of any building, fence, wall or other structure or to the landscaping shall be deemed an alteration requiring additional approval of the Board. At least fifty (50%) percent of the front of any building must be constructed of a material other than metal. "Front" means the side of the building which faces the street.

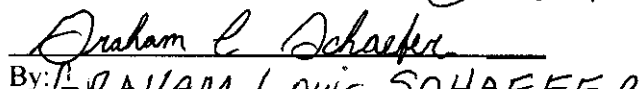
THUS DONE AND PASSED in the Parish of Lafayette, Louisiana, on the day and date herein first above written in the presence of the undersigned competent witnesses, who sign with Appearer and me, Notary, after due reading of the whole.

WITNESSES:

  
JULIE CHAISSON  
  
ELIZABETH B. BROUSSARD

BOARD OF SCHAEFER INDUSTRIAL PARK

  
By: LOUIS E. SCHAEFER JR.

  
By: GRAHAM LOUIS SCHAEFER

  
NOTARY PUBLIC

Angelique B. Moreau  
Bar Roll #20716

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

ST MARTIN PARISH GOVERNMENT

Index Type : Conveyance

Inst Number : 473098

Type of Document : Dedication Etc

Book : 1666      Page : 59

Recording Pages : 6

Recorded Information

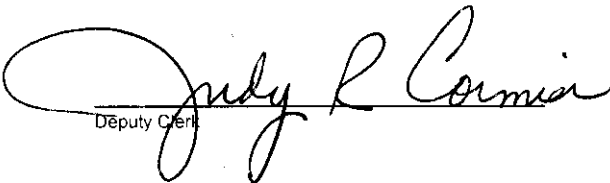
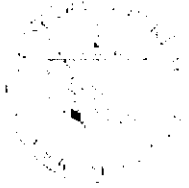
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 12/12/2013

At (Recorded Time) : 3:45:53PM



Doc ID - 005905140006

  
Deputy Clerk 

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ACT OF DEDICATION OF ROAD

BE IT KNOWN, that on this 6th day of December, 2013, 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:

SCHAEFER REALTY HOLDINGS, L.L.C., a Texas limited liability company, being represented herein by Louis E. Schaefer, Jr., its duly authorized President, whose mailing address is 2210 Twin Oaks Blvd., Kemah, TX 77565;

who, after being first duly sworn, did depose and declare that Appearer is the owner of certain property more fully described as Schaefer Industrial Park, Phase IA as more fully shown on that plat of survey prepared by S. J. Langlinais & Associates, Inc. dated September 6, 2012 and lat revised November 7, 2013, a copy of which is attached to that act recorded under Entry No. 472193 of the records of St. Martin Parish, Louisiana.

Appearer does by these presents dedicate, create and establish exclusively in favor of the St. Martin Parish Government (hereinafter the "Parish"), for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the Parish to use same or who as a result of this dedication may derive any benefit therefrom, Forum Drive as 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 Parish and such other persons, entities or estates who are given authority by the Parish to use the servitudes, rights of passage, rights of way as 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 Parish and any such individuals, entities and estates as are authorized by the Parish shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating said road and/or 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; 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. The Parish agrees to provide for the perpetual maintenance of Forum Drive.

In connection with the exercise of the use of the servitudes created hereby, the 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 Parish, for the ultimate benefit of the public, Forum Drive. The servitudes shall be subject to full use by the Parish and those authorized by it for the purposes for which they are intended by those having the need or responsibility of maintaining Forum Drive for the benefit of the properties or estates to be serviced or benefited by said servitudes, whether contiguous or not.

And into these presents came and intervened the St. Martin Parish Government who, in consideration for the rights granted herein, accepts the dedication of Forum Drive and agrees to maintain Forum Drive as provided for herein.

[SIGNATURES ON FOLLOWING PAGES]

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:

SCHAEFER REALTY HOLDINGS, L.L.C.

Jane Chaisson  
JANE CHAISSON  
Elizabeth Broussard  
ELIZABETH B. BROUSSARD

x Louis E. Schaefer, Jr.  
By: Louis E. Schaefer, Jr., President

Angelique B Moreau  
NOTARY PUBLIC

Angelique B Moreau  
Bar Roll #20716

THUS DONE AND PASSED on the 10<sup>th</sup> day of December, 2013, before me, Notary,  
and in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESS:

ST. MARTIN PARISH GOVERNMENT

Manette Theriot

[Signature]  
By: Guy Cormier, President

Patricia B. Huberdeau

[Signature]  
NOTARY PUBLIC  
Fabian D. Tucker  
# 69482

A motion was made by Lisa Nelson and seconded by Jill Hebert that the following ordinance be adopted:

**ORDINANCE NO. 13-04-1016-OR**

AN ORDINANCE TO PROVIDE FOR THE AUTHORIZATION OF AN ACT OF DEDICATION FOR A PUBLIC ROAD, **FORUM DRIVE**, (SCHAEFER INDUSTRIAL PARK) TO BE ADDED TO THE ST. MARTIN PARISH PUBLIC ROAD SYSTEM.

BE IT ORDAINED by the St. Martin Parish Council that **Forum Drive** meets the minimum requirements to qualify for acceptance of a public road in the St. Martin Parish Road System, as per attached plat, dated 05-06-09, by Stephen J. Langlinais, Registered Professional Land Surveyor, S J. Langlinais & Associates, Inc.

BE IT ORDAINED that the St. Martin Parish Council does hereby authorize, direct and empower the Parish President to sign the necessary Act of Dedication for and behalf of St. Martin Parish Government.

This Ordinance shall become effective immediately upon approval of the St. Martin Parish Council and the signature of the Parish President.

This Ordinance having been submitted to a vote, the vote thereon was as follows:

- YEAS: Carroll Delahoussaye, Lisa Nelson, Jason Willis, Neil Thibodeaux, Jill Hebert, Craig Gregory, Meko Robin and Dean Dore’.
- NAYS: None.
- ABSTAIN: None.
- ABSENT: Clay Courville (excused).

And the Ordinance was declared adopted this 2nd day of April, 2013.

\*\*\*\*\*

I, LACI LAPEROUSE, CLERK OF THE ST. MARTIN PARISH COUNCIL, do hereby certify that this is a true and correct copy of the Ordinance adopted by the St. Martin Parish Council, in Regular Session convened on the 2nd day of April, 2013, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE, this 10th day of December, 2013, St. Martinville, Louisiana.

  
LACI LAPEROUSE, CLERK  
ST. MARTIN PARISH COUNCIL

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

CASEY, CHRISTY

Index Type : CONVEYANCE

Inst Number : 536508

Type of Document : TAX DEED

Book : 1826      Page : 606

Recording Pages : 4

Recorded Information

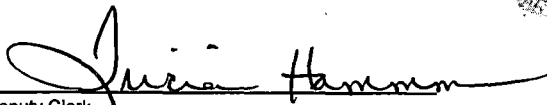
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana.

On (Recorded Date) : 06/25/2020

At (Recorded Time) : 10:27:23AM



Doc ID - 007916690004

  
  
Deputy Clerk

Tax Sale Certificate

Parish of St. Martin

State of Louisiana

v

SCHAEFER REALTY HOLDINGS, L.L.C. .

State of Louisiana

Parish of St. Martin

To: Christy Casey

414 Beverly Rd Lot B

Opelousas, LA 70570

BE IT KNOWN AND REMEMBERED, that, I, Ronald J. Theriot, Tax Collector in and for the Parish of St. Martin, State of Louisiana, in the name of the Parish of St. Martin, State of Louisiana and by virtue of the authority in me vested by the constitution and laws of the State of Louisiana and in pursuance of the requirements of those laws, having mailed and published the notice required by law and having strictly complied with each and every requirement of the laws relating to delinquent taxes and tax debtors and to seizures, advertisements, and sale of tax sale title to the property in full, did in the manner prescribed by law, advertise and list in TECHE NEWS the property to be sold for delinquent property taxes with interest and costs for the year of 2019 via the internet at [www.stmartinsheriff.org/taxsaleonline](http://www.stmartinsheriff.org/taxsaleonline) on the 18th day of June , 2020 beginning at eight o'clock am. Dates of publication, June 3, 2020, to June 17, 2020 giving notice in the issues ofthe newspaper and in said list as advertised the following described immovable property appearing in the name of SCHAEFER REALTY HOLDINGS, L.L.C.

To-wit:

Assessment # 382223

1W

|                          |        |
|--------------------------|--------|
| TAXES                    | 9.34   |
| INTEREST                 | 0.56   |
| AD FEES                  | 20.00  |
| COSTS                    | 0.50   |
| DEED PREPARATION         | 15.00  |
| ONLINE TAX SALE FEE      | 30.00  |
| RECORDING FEE - TAX SALE | 110.00 |
| CERT. NOTICE             | 20.00  |
| Total Paid               | 205.40 |

1960001661

Owner Pet:100%

LOT: BEING LOT 11 OF SCHAEFER INDUSTRIAL PARK PHASE 1A PER PLAT OF SURVEY  
#472193COB: 52-590-26877 169-337-68294 417-139-116159 499-031-128828 1372-262-342939  
1386-043-352038 1386-048-352040 1494-272-409572 1536-769-426505 1625-244-458240  
1663-354-472193 1665-384-472938

And on said 18th day of June, 2020 after beginning but not completing said list, I continued the same within legal hours each succeeding legal day offering tax sale title to said property for sale via the internet at [www.stmartinsheriff.org/taxsaleonline](http://www.stmartinsheriff.org/taxsaleonline). In the manner required by said laws and the whole or the undivided

interest of the tax debtor therein being the smallest amount of said property that any bidder would buy and pay the taxes and costs, and Christy Casey being the bidder, and having complied with the terms of sale. became the purchaser of tax sale title to the 100 whole of the property or the undivided interest of the tax debtor therein.

NOW, THEREFOR, all the formalities of the law having been complied with, I Ronald J. Theriot, Tax Collector for said Parish of St. Martin, State of Louisiana by virtue of the authority in me vested by the laws of the State of Louisiana do by these presents sell and transfer unto Christy Casey 414 Beverly Rd Lot B

Opelousas, LA 70570 tax sale title to property or the undivided interest of the tax debtor therein last above described with all the improvements thereon. The tax debtor or any person interested personally or as heir, legatee, creditor or otherwise, shall have the right to redeem the property for the period of three years from the date of filing of this tax sale certificate. The redemption may take place by paying the price given including costs and five percent penalty thereon with interest at the rate of one percent per month until the redemption.

IN TESTIMONY WHEREOF, I have hereunto signed my name officially at my office, Parish of St. Martin, Louisiana, in the presence of the two competent witnesses, who also signed on this 18th day of June, 2020

Witnesses:

Kristen G. Moody

Printed Name:

Leah LaGrange

Printed Name:

Ronald J. Theriot,

Sheriff and Ex-Officio Tax Collector

Parish of St. Martin, Louisiana

By: Andrea Pickney  
Chief Deputy Tax Collector

SCHAEFER REALTY HOLDINGS, L.L.C.  
2886 TUSCANIA LANE  
LEAGUE CITY, TX 77573

USPS CERTIFIED MAIL™

USPS CERTIFIED MAIL

Jim Martin Parish  
Sheriff's Office  
PO Box 247  
L. Martinville, LA 70582-0247



FIRST-CLASS MAIL  
U.S. POSTAGE  
AND FEES  
PAID  
PEREGRINE

9214 8901 1024 9220 0650 0389 05

003890

1855

**WTF**  
SCHAEFER REALTY HOLDINGS, L.L.C.  
2886 TUSCANIA LN  
LEAGUE CITY TX 77573-2384

NIXIE 773 FE 1300 0003/20/20  
NOT DELIVERABLE AS ADDRESSED  
RETURN TO SENDER  
UNABLE TO FORWARD

BC: 70582024747 \*0465-02689-09-07  
705820247

382222

**St. Martin Parish Recording Page**

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

CASEY, CHRISTY

**First VENDEE**

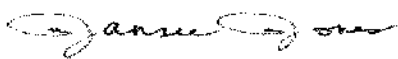
SCHAEFER REALTY HOLDINGS LLC

**Index Type :** CONVEYANCE**Inst Number :** 544469**Type of Document :** REDEMPTION**Book :** 1844**Page :** 158**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 St. Martin Parish, Louisiana.

**On (Recorded Date) :** 04/07/2021**At (Recorded Time) :** 3:05:04PM

Doc ID - 008070950002

  
Deputy Clerk

Do not Detach this Recording Page from Original Document

CERTIFICATE OF REDEMPTION

STATE OF LOUISIANA

PARISH OF ST.MARTIN

Having this day received from LOUIS SCHAEFER, 154 RUE LA MALAGA, BROUSSARD, LA 70518 in the amount of FOUR HUNDRED NINE AND 08/100 Dollars (\$ 409.08 ), being the full amount of taxes, costs, penalties and interest, plus any subsequently paid taxes, accruing from that certain tax sale on the 18TH day of JUNE, 2020 for the delinquent St. Martin Parish Sheriff's Office taxes for the 2019-2020 year , assessed to SCHAEFER REALTY HOLDINGS, L.L.C. , covering tax sale title to that certain immovable property located in the parish described as:

-----PROPERTY DESCRIPTION-----

.....**Parcel** 1960001661 .....

100 % OF THE WHOLE

Owner Pct: 100%

LOT: BEING LOT 11 OF SCHAEFER INDUSTRIAL PARK PHASE 1A PER PLAT OF SURVEY #472193 C

which property was adjudicated at said tax sale to Christy Casey

The process verbal of the tax sale was recorded on 6/25/2020 BOOK 1826 PAGE 606 ENTRY 536508 Conveyance Records of St Martin Parish, Louisiana.

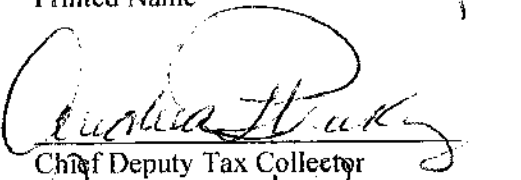
NOW THEREFORE I, under the authority conferred on me by R.S. 47:2245 hereby certify said property as being redeemed to said tax debtor, SCHAEFER REALTY HOLDINGS, L.L.C. , or his successors in title, from any claims arising out of said tax sale.

DONE AND SIGNED at my office in St. Martinville, Louisiana this 7TH day of APRIL , 2021 .

ATTEST:

  
Leah LaGrange  
Printed Name

  
Kristen G. Moody  
Printed Name

  
Chief Deputy Tax Collector  
Archibald Pickney  
Printed Name



## LED Partial Title Abstract

### St. Martin Parish

North Schaefer Site

Assessment Number 1960001662

Tax Number 382224

Section 23 T11S R5E

Tract 12 (2.938 AC) of Schaefer Industrial Park, Phase 1A

**Dates Researched: September 26, 1960 – December 7, 2023**

### Current Ownership:

Schaefer Realty Holdings, LLC (100 %)

|                                 |                                          |
|---------------------------------|------------------------------------------|
|                                 |                                          |
| <b>Instrument 1</b>             | <b>Succession</b>                        |
| Entity Acquiring Property       | Rudolph LeBlanc and William Gober        |
| Owner of Property when Acquired | Clara David                              |
| Instrument Number               | 116159 Book 417 Page 139                 |
| Acreage/Lot #                   | As described under I. B.                 |
| Location                        | Section 23 T11S R5E                      |
| Date Acquired/Recorded          | 9/25/1960                                |
| Notes:                          |                                          |
|                                 |                                          |
| <b>Instrument 2</b>             | <b>Judgment of Possession</b>            |
| Entity Acquiring Property       | William Gober                            |
| Owner of Property when Acquired | Rudolph LeBlanc                          |
| Instrument Number               | 128828 Book 499 Page 31                  |
| Acreage/Lot #                   | Described under St. Martin Parish No. 1. |
| Location                        | Section 23 T11S R5E                      |
| Date Acquired/Recorded          | 5/22/1964                                |
| Notes:                          |                                          |
|                                 |                                          |
| <b>Instrument 3</b>             | <b>Warranty Deed</b>                     |
| Entity Acquiring Property       | The William Gober Revocable Living Trust |
| Owner of Property when Acquired | William Gober                            |
| Instrument Number               | 342919 Book 1372 Page 262                |
| Acreage/Lot #                   | Described in Deed                        |
| Location                        | Section 23 T11S R5E                      |
| Date Acquired/Recorded          | 9/3/2002                                 |
| Notes:                          |                                          |
|                                 |                                          |
|                                 |                                          |

|                                  |                                            |
|----------------------------------|--------------------------------------------|
| <b>Instrument 4</b>              | <b>Extract of Trust</b>                    |
| Entity Acquiring Property        |                                            |
| Owner of Property when Acquired  | The William Gober Revocable Living Trust   |
| Instrument Number                | 351626 Book 1385 Page 476                  |
| Acreage/Lot #                    | Described in Extract of Trust              |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 5/27/2003                                  |
| Notes:                           |                                            |
|                                  |                                            |
| <b>Instrument 5</b>              | <b>Act of Transfer</b>                     |
| <b>Entity Acquiring Property</b> | William Gober                              |
| Owner of Property when Acquired  | The William Gober Revocable Living Trust   |
| File Number                      | 352038 Book 1386 Page 043                  |
| Acreage/Lot #                    | Described in Transfer                      |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 6/6/2003                                   |
| Notes:                           |                                            |
|                                  |                                            |
| <b>Instrument 6</b>              | <b>Act of Transfer</b>                     |
| <b>Entity Acquiring Property</b> | Clara David, LLC                           |
| Owner of Property when Acquired  | William Gober                              |
| File Number                      | 352040 Book 1386 Page 048                  |
| Acreage/Lot #                    | Described in Transfer                      |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 6/6/2003                                   |
| Notes:                           |                                            |
|                                  |                                            |
| <b>Instrument 7</b>              | <b>Cash Sale</b>                           |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC              |
| Owner of Property when Acquired  | Clara David, LLC                           |
| File Number                      | 409572 Book 1494 Page 272                  |
| Acreage/Lot #                    | Described in Sale                          |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 4/3/2008                                   |
| Notes:                           | Plat Attached                              |
|                                  |                                            |
| <b>Instrument 8</b>              | <b>Act of Dedication of Servitudes</b>     |
| <b>Entity Acquiring Property</b> | St. Martin Parish Government               |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC              |
| File Number                      | 424505 Book 1536 Page 769                  |
| Acreage/Lot #                    | Described in Dedication                    |
| Location                         | Section 23 T11S R5E                        |
| Date Acquired/Recorded           | 6/11/2009                                  |
| Notes:                           | Plat Attached 35' wide servitude Wall Road |

|                                  |                                                         |
|----------------------------------|---------------------------------------------------------|
| <b>Instrument 9</b>              | <b>Building Restrictions</b>                            |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC                           |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                           |
| File Number                      | 472193 Book 1663 Page 354                               |
| Acreage/Lot #                    | Lot 12                                                  |
| Location                         | Section 23 T11S R5E                                     |
| Date Acquired/Recorded           | 11/8/2013                                               |
| Notes:                           | Schaefer Industrial Park – Plat attached showing Lot 12 |
|                                  |                                                         |
| <b>Instrument 10</b>             | <b>Amendment to Restrictive Covenants</b>               |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC                           |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                           |
| File Number                      | 472928 Book 1665 Page 384                               |
| Acreage/Lot #                    | Lot 12                                                  |
| Location                         | Section 23 T11S R5E                                     |
| Date Acquired/Recorded           | 12/9/2013                                               |
| Notes:                           | Schaefer Industrial Park                                |
|                                  |                                                         |
| <b>Instrument 11</b>             | <b>Dedication</b>                                       |
| <b>Entity Acquiring Property</b> | St. Martin Parish Government                            |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                           |
| File Number                      | 473098 Book 1666 Page 59                                |
| Acreage/Lot #                    | Forum Drive - Lot 12                                    |
| Location                         | Section 23 T11S R5E                                     |
| Date Acquired/Recorded           | 12/12/2013                                              |
| Notes:                           | Forum Drive                                             |
|                                  |                                                         |
| <b>Instrument 12</b>             | <b>Tax Sale</b>                                         |
| <b>Entity Acquiring Property</b> | Christy Casey                                           |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                           |
| File Number                      | 536509 Book 1826 Page 610                               |
| Acreage/Lot #                    | Lot 12                                                  |
| Location                         | Section 23 T11S R5E                                     |
| Date Acquired/Recorded           | 6/25/2020                                               |
| Notes:                           | Redeemed                                                |
|                                  |                                                         |
| <b>Instrument 13</b>             | <b>Redemption</b>                                       |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC                           |
| Owner of Property when Acquired  | Christy Casey                                           |
| File Number                      | 544470 Book 1844 Page 160                               |
| Acreage/Lot #                    | Lot 12                                                  |
| Location                         | Section 23 T11S R5E                                     |
| Date Acquired/Recorded           | 4/7/2021                                                |
| Notes:                           | Redemption                                              |

### Sell Offs After Purchase

|      |
|------|
| None |
|------|

### Mortgages/Liens

|                      |         |
|----------------------|---------|
| Mortgage Certificate | Unknown |
|                      |         |

### Maps/Plats Provided

|                          |                    |
|--------------------------|--------------------|
| Map – Lot 12 2.938 Acres | Map File #: 472193 |
|--------------------------|--------------------|

### Ownership Names Researched

| Name                                    | Dates Researched                   |
|-----------------------------------------|------------------------------------|
| Rudolph P. LeBlanc                      | September 26, 1960 to May 22, 1964 |
| William F. Gober                        | September 26, 1960 to June 6, 2003 |
| William F. Gober Revocable Living Trust | September 3, 2002 to June 6, 2003  |
| Clara David, LLC                        | June 6, 2003 to April 3, 2008      |
| Schaefer Realty Holdings, LLC           | April 3, 2008 to Present           |

### Tax Information

|                    |                                                                                 |
|--------------------|---------------------------------------------------------------------------------|
| Parish             | St. Martin Parish                                                               |
| Tax Year           | 2022                                                                            |
| Assessed Ownership | Schaefer Realty Holdings, LLC                                                   |
| Assessment Number  | 1960001662                                                                      |
| Municipal Address  | N/A                                                                             |
| Mailing Address    | 167 Bayou Boeuf Road, Morgan City, LA 70380 or 12 Austin Drive, Houma, LA 70360 |

**St. Martin Parish - Tax Notice Inquiry**  
**10/31/2023 2:30:45 PM****Tax Notice#** 382224**Tax Year** 2022**Taxpayer**

SCHAEFER REALTY HOLDINGS, L.L.C.  
C/O LOUIS SCHAEFER  
\*\*\* BAYOU BOEUF ROAD  
MORGAN CITY LA \*\*\*\*\*

---

| Taxes | Interest | Cost | Other | Paid | Balance |
|-------|----------|------|-------|------|---------|
| 7.25  | 0.07     | 0.00 | 0.00  | 7.32 | 0.00    |

---

**Legal**

Owner Pct:100%

LOT: BEING LOT 12 OF SCHAEFER INDUSTRIAL  
PARK, PHASE 1A PER PLAT OF SURVEY #472193COB:  
52-590-26877 169-337-68294 417-139-116159 499-031-  
128828 1372-262-342939 1386-043-352038 1386-048-  
352040 1494-272-409572 1536-769-424505 1625-244-  
458240 1663-354-472193 1665-384-472938 1826-610-  
536509 1844-160-544470

**Parcels**

---

| Parcel#    | Address | % Tax    |
|------------|---------|----------|
| 1960001662 | 0       | 100.0000 |

---

**History**

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| Date       | Description      | Amount |
|------------|------------------|--------|
| 10/20/2022 | ORIGINAL TAXES   | 7.25   |
| 1/15/2023  | PAYMENT          | -7.25  |
| 1/15/2023  | INTEREST CHARGE  | 0.07   |
| 1/15/2023  | INTEREST PAYMENT | -0.07  |

Items

| Class                 | Value | Units | Homestead |
|-----------------------|-------|-------|-----------|
| AGRICULTURE CLASS III | 70    | 3.00  | 0         |

Wall Rd

1960002153

1960001758

1960002152

### parcels

1960001662



Parcel ID: 1960001662

Ward: 1W

Tax District: T1

Owner Name: SCHAEFER REALTY HOLDINGS, L.L.C.

Assessment Numbers:

Owner Address: C/O LOUIS SCHAEFER HOUMA, LA 70380

Physical Address: 0

Subdivision Name: SCHAEFER INDUSTRIAL PARK

Sect/Town/Range: S023-T11S-R05E

Deeded Acreage: 2.94000

Calculated Acreage: 2.94

### Owners

**SCHAEFER REALTY HOLDINGS, L.L.C.**

Contact Name: SCHAEFER REALTY HOLDINGS, L.L.C.

Address 1: 12 AUSTIN DRIVE

ZIP Code: 70380

Assessment #: 382224

01653

1960001659

1960001660

1960001661

1960001662

1960001559

Forum Dr

Close

Export

0001457

1960001458

1960001459

1960001460

1960001461

1960001462

1960001463

1960001464

1960001465

1960001466

1960001467



139

139

RECORDED IN CONVEYANCE  
BOOK 417 FOLIO 139

RECORDED

116159

1960 SEP 26 AM 10:28

*William B. Thibodeau*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

116159

SUCCESSION OF

SIXTEENTH JUDICIAL DISTRICT COURT

CLARA DAVID

PARISH OF ST. MARTIN

PROBATE NO. 6074

STATE OF LOUISIANA

J U D G M E N T

On considering the petition of RUDOLPH P. LeBLANC and WILLIAM FRANK GOBER praying to be recognized as legatee and heir respectively, of the late Clara David, and as such placed in the ownership and possession of all property, real, personal or mixed and wherever situated entering the estate of the decedent in accordance with the terms of her last will and testament and in accordance with the laws of descent and distribution; it having been proven that Clara David was married but once and then to Rudolph P. LeBlanc of which union one and only one child was born, namely Anita (Quanita) LeBlanc; it having been further shown that Clara David departed this life testate at her domicile in the Parish of St. Martin, Louisiana on the 2nd day of June, 1960; it having been proven that the last will and testament of the late Clara David was duly admitted to probate and ordered registered and executed by order of this Honorable Court, dated September 26, 1960; and upon it being shown that all of the property of which the said Clara David died possessed was her separate and paraphernal property she either having acquired it by inheritance from her mother, Bazille Babineaux or subsequent to that certain judgment decreeing a separation of property and dissolution of the community of acquets and gains theretofore existing between her and her husband, Rudolph P. LeBlanc, which was rendered on the 26th day of October, 1942, in the matter entitled Mrs. Clara David vs. Rudolph P. LeBlanc, No. 14011 of the Civil Docket of the Sixteenth Judicial District Court in and for the Parish of St. Martin, Louisiana; and upon it being further shown that by the terms of her said last will

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and testament Clara David bequeathed to her husband, Rudolph P. LeBlanc, an undivided one-half interest in and to all property, real, personal or mixed and wherever situated, of which she died possessed, together with the usufruct for the duration of his natural life in and to the remaining one-half of the said property; and upon it being shown that by the terms of the said last will and testament, Clara David bequeathed to her daughter, Anita (Quanita) LeBlanc an undivided one-half interest in and to all property, real, personal or mixed, and wherever situated subject to the usufruct given to Rudolph P. LeBlanc; and upon it being further shown that the said Anita (Quanita) LeBlanc was married twice, first to Travis Aillet, from whom she was legally divorced, during which union no children were born and none adopted, and secondly to George Gober of which union one and only one child was born and none adopted, namely William Frank Gober; and finally upon it being shown that the said Anita (Quanita) LeBlanc died intestate at her domicile in the Parish of Iberia, on the 20th day of November, 1953; and upon it being shown that there is no necessity for an administration of this estate for the reason that all debts due by the Succession of Clara David have either already been paid or that Rudolph P. LeBlanc and William Frank Gober have obligated themselves to pay the same; and finally upon it being shown that all Inheritance Taxes due the State of Louisiana have been fully paid:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the appointment of RUDOLPH P. LeBLANC as testamentary administrator of the Succession of Clara David be and the same is hereby dispensed with as being unnecessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that RUDOLPH P. LeBLANC, as legatee under the terms of the last will and testament of Clara David, be and he is hereby recognized as owner and placed in the possession of an undivided one-half interest in and

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to all property, real, personal or mixed and wherever situated of which the decedent died possessed and which is more particularly described hereinbelow, together with the usufruct for the duration of his natural life in and to the remaining one-half of the said property; and that WILLIAM FRANK GOBER, be and he is hereby recognized as sole and only heir of Clara David and as such placed in the ownership and possession of an undivided one-half interest in and to all property, real, personal or mixed and wherever situated of which the decedent died possessed, subject to the usufruct in favor of Rudolph P. LeBlanc, which property is more particularly described as follows:

#### I. REAL ESTATE

(A.) That certain tract or parcel of land, together with all improvements including the wooden frame dwelling house, barns and other structures appertaining thereto and situated thereon, in the First Ward of St. Martin Parish, Louisiana, designated on the official plat as NE $\frac{1}{4}$  of Section 23, Township 11 South, Range 5 East, containing 148 acres more or less in superficial area, and which is bounded by lands owned now or formerly as follows: North by George Ackal, South by Willis Freemin, Anatole Freemin and Vazin Viator; East by Public Gravel Road and West by Levoda (Livaudais) Freemin.

Being a portion of the same property inherited by Clara David LeBlanc in the succession of her mother, Bazillie Babineaux, per Judgment of Possession rendered in Probate Matter No. 4803 of St. Martin Parish, Louisiana, recorded in Book 169, Folio 337, under Entry No. 68294 of the Conveyance Records of said Parish and State.

(B.) That certain lot of ground situated within the Corporate limits of the City of New Iberia, Parish of Iberia, Louisiana, in the Lees Addition to said City, together with the wooden frame house and all other improvements situated thereon, which lot measures 51 feet front on East Main Street by 125 feet in depth and which is bounded now or formerly as follows: North by Phillips Street, South by Lot No. 3, East by Muller and Broussard formerly, now assigns, and West by Main Street. Being a portion of the same property inherited by Clara David LeBlanc in the Succession of her mother, Bazillie Babineaux, per Judgment of Possession rendered in Probate Matter No. 4803 of St. Martin Parish, Louisiana, re-

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4.

corded in Book 169, at Folio 337, under Entry No. 68294 of the Conveyance Records of said Parish and State; and in Book \_\_\_\_\_, at Folio \_\_\_\_\_, under Entry No. \_\_\_\_\_ of the Conveyance Records of Iberia Parish, Louisiana.

### II. PERSONAL PROPERTY

A lot of miscellaneous used furniture, and household furnishings, including kitchen stove and refrigerator, beds, chairs, tables and the like located within the residence situated on the 148 acre tract of land in St. Martin Parish, Louisiana, first above described.

### III. OTHER PERSONAL PROPERTY

(A.) The sum of \$536.47 on deposit in a checking account in American Bank & Trust Company, Lafayette, Louisiana, in the name of Clara D. LeBlanc.

(B.) The sum of \$2,975.67 on deposit in a savings account in American Bank & Trust Co., Lafayette, Louisiana, in the name of Clara D. LeBlanc.

(C.) The sum of \$1, 599.95 on deposit in a checking account in The Peoples National Bank of New Iberia, Louisiana.

FINALLY, IT IS ORDERED, ADJUDGED AND DECREED that any bank, banker or trust company, warehouseman or depository, and any persons, corporations or partnerships having on deposit or in possession or control of any monies, credits, goods or things and rights of value belonging to said decedent, or in which he may have an interest, and any corporation, the stock or registered bonds of which were owned by the said decedent, shall deliver and transfer said monies, credits, stocks, bonds or other things or rights of value, in the proportions hereinabove set forth, to RUDOLPH P. LeBLANC and WILLIAM FRANK GOBER, herein recognized as legatee and sole and only heir, respectively of the decedent, Clara David.

JUDGMENT READ, RENDERED AND SIGNED IN CHAMBERS at St. Martinville, Louisiana, this 28 day of September, 1960.

RECEIVED AND FILED

Sept. 28 1960

*W. A. Bourgeois*  
DEPUTY CLERK OF COURT

*Rene H. Houd*  
JUDGE

RECORDED IN CONVEYANCE  
BOOK 499 FOLIO 31

RECORDED

128828

24 MAY 22 AM 11:20  
*James A. Hunt*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

128828

SUCCESSION OF SIXTEENTH JUDICIAL DISTRICT COURT  
RUDOLPH P. LEBLANC PARISH OF ST. MARTIN  
PROBATE NO. 6477 STATE OF LOUISIANA

JUDGMENT OF POSSESSION

On considering the petition of WILLIAM FRANK GOBER, of age and a resident of the Parish of St. Martin, State of Louisiana, praying to be recognized as the sole and only heir of Rudolph P. LeBlanc and as such to be placed in possession, as owner, of all property belonging to his estate; it having been shown that Rudolph P. LeBlanc, widower of Clara David, departed this life intestate in the City of Lafayette, Louisiana, while domiciled in the Parish of St. Martin, Louisiana, on the 22nd day of April, 1964, and that the decedent was married but once and then to Clara David, of which union one and only one child was born, none being adopted, namely Anita (Quanita) LeBlanc, who died intestate at her domicile in the Parish of Iberia, Louisiana, on the 20th day of November, 1953; it having been further shown that the said Anita (Quanita) LeBlanc was married twice, firstly to Travis Aillet, from whom she was legally divorced during which union no children were born and none adopted, and that she was married secondly to William George Gober, of which union one and only one child was born and none adopted, namely, William Frank Gober, petitioner; it having been further shown that by Judgment of Possession rendered on the 28th day of September, 1960 in the Succession of Clara David, wife of Rudolph P. LeBlanc, Probate No. 6074 of the Sixteenth Judicial District Court in and for the Parish of St. Martin, Louisiana, Rudolph P. LeBlanc, decedent herein, was recognized as owner and placed in possession of an undivided one-half interest in and to all property of which the said Clara David died possessed,

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together with the usufruct for the duration of his natural life in and to the remaining one-half of the said property; and that William Frank Gober, petitioner, was recognized as the sole and only heir of Clara David and as such he was placed in possession of an undivided one-half interest in and to all property of which the said Clara David died possessed, subject to the usufruct in favor of Rudolph P. LeBlanc; it having been shown that there are no debts due by this succession and that all inheritance taxes due the State of Louisiana by William Frank Gober have been paid:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that an administration of this estate be and it is hereby dispensed with.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that WILLIAM FRANK GOBER be and he is hereby recognized as the sole and only heir of Rudolph P. LeBlanc, deceased, and as such he is hereby placed in possession, as owner, of all property, real, personal or mixed, and wherever situated, of which the decedent died possessed, being particularly, but not necessarily exclusively, the following described property, to-wit:

PROPERTY SITUATED IN IBERIA PARISH, LOUISIANA

1. That certain lot of ground situated within the corporate limits of the City of New Iberia, Louisiana, in the Lees Addition to said city, together with the wooden frame house and all other improvements situated thereon, which lot measures 51 feet front on East Main Street by 125 feet in depth and which is bounded now or formerly as follows: North by Phillips Street, South by Lot No. 3, East by Muller and Broussard, formerly, now assigns, and West by Main Street. Being the same property acquired by Rudolph P. LeBlanc and William Frank Gober by Judgment of Possession rendered in the Succession of Clara David LeBlanc, Probate No. 6074 of the Sixteenth Judicial District Court in and for the Parish of St. Martin, Louisiana, recorded in Book 379, folio 139, under Entry No. 116981 of the Conveyance Records of Iberia Parish, Louisiana.
2. A certain sum of money on deposit in a Savings Account styled "R. P. LeBlanc" in the Peoples National

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Bank of New Iberia, Louisiana.

PROPERTY SITUATED IN ST. MARTIN PARISH, LA.

1. That certain tract or parcel of land, together with all improvements situated thereon and appertaining thereto, being the NE/4 of Section 23, Township 11 South, Range 5 East, containing 161.10 acres, more or less, and being situated in the Southwestern Land District of St. Martin Parish, Louisiana.

For title see: Act of Donation from Bazille Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899 in Book 52, Folio 590, under Entry No. 26877 of the Conveyance Records of St. Martin Parish, Louisiana; Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, Folio 337, under Entry No. 68294 of the aforesaid Conveyance Records; and Judgment of Possession dated September 28, 1960, recorded September 28, 1960, in Book 417, Folio 139, under Entry No. 116159 of the aforesaid Conveyance Records.

2. One 1956 Ford Victoria Automobile, bearing Motor No. M6MV126718, Louisiana 1964-65 License Plate 21-C-798.

3. Shares Nos. 032770 and 041538 - Southdown, Inc., a Louisiana corporation.

PROPERTY SITUATED IN LAFAYETTE PARISH, LA.

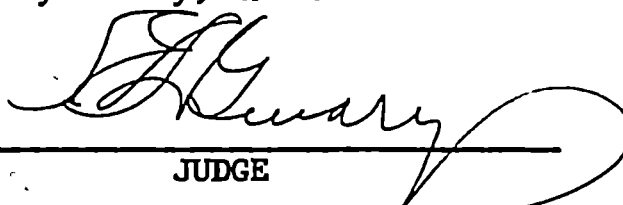
1. A certain sum of money on deposit in a checking account in the name of Rudolph P. LeBlanc in American Bank and Trust Company, Lafayette, Louisiana.

FINALLY, IT IS ORDERED, ADJUDGED AND DECREED that any bank, banker or trust company, warehouseman or depository, and any persons, corporations or partnerships having on deposit or in their possession or control any monies, credits, goods or things and rights of value belonging to Rudolph P. LeBlanc, decedent, or in which he may have an interest, and any corporation, the stock or registered bonds of which were owned by the said decedent, shall deliver and transfer said monies, credits, stocks, bonds or other things or rights of value to WILLIAM FRANK GOBER, herein recognized as the sole and only heir

of Rudolph P. LeBlanc.

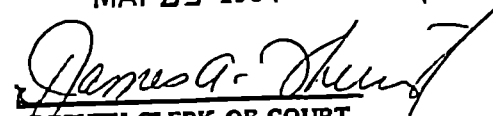
34

JUDGMENT READ, RENDERED AND SIGNED, IN CHAMBERS, at St.  
Martinville, Louisiana, this 22<sup>nd</sup> day of May, 1964.

  
JUDGE

RECEIVED AND FILED .

MAY 22 1964

  
DEPUTY CLERK OF COURT

Prepared by: **CONVEYANCE**  
**JULIE EASON SMITH, P.A., Attorney**  
 2060 White Springs Boulevard  
 Oviedo, Florida 32765

Return to: **WAME**  
 Parcel I.D. No.:

262

342939

ALLEN COUNTY  
 CLERK  
 ST. MARTIN PARISH, LA.

02 SEP -3 AM 12:43

*Kelli P. Reneau*  
 DEPUTY CLERK

### WARRANTY DEED

**THIS WARRANTY DEED**, executed this 2/5 day of June, 2002, by **WILLIAM F. GOBER**, a single man, of the County of Lake and State of Florida, **Grantor**, and **WILLIAM F. GOBER**, as Trustee of **THE WILLIAM F. GOBER REVOCABLE LIVING TRUST** dated the 10th day of May, 2002, whose permanent address is 2111 Braxton Street, Clermont, Florida 34711, County of Lake and State of Florida, **Grantee**.

**WITNESSETH**, that the said Grantor, for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00) and other valuable consideration, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns forever, all the right, title interest, claim and demand which the said Grantor has in and to the following described land, situate, lying and being in **St. Martin Parish, Louisiana**, to wit:

**NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.**

**For title, see Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877; Conveyance Records of St. Martin parish, LA.; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the conveyance Records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.**

and said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. Where used herein the terms Grantor, Grantee and Trustee shall be construed as singular or plural as the context requires.

**GRANTOR AFFIRMS THAT THE PROPERTY DESCRIBED HEREIN IS NOT HOMESTEAD PROPERTY.**

If the initial Trustee, **WILLIAM F. GOBER**, cannot continue to serve as Trustee for any reason, then **YVONNE G. LORAH** shall serve as Successor Trustee. If **YVONNE G. LORAH** cannot continue to serve as Successor Trustee for any reason, then **MARK RUDOLPH GOBER** shall serve as alternate Successor Trustee.

All Successor Trustees are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

The powers of the Trustees and all Successor Trustees shall extend to any and all rights which the Grantor possess in the above described real property; any deed, mortgage, or other instrument executed by the Trustee shall convey all rights or interests of the Grantor including homestead; and the Trustee is appointed as the attorney-in-fact for the Grantor to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Grantor.

Any person dealing with the Trustee shall deal with said Trustee in the order as set forth above. However, no person shall deal with a Successor Trustee until one or more of the following have been received by said person or placed of record in the aforementioned county:

- A. The written resignation of the prior Trustee sworn to and acknowledged before a notary public.
- B. A certified death certificate of the prior Trustee.
- C. The order of a court of competent jurisdiction adjudicating the prior Trustee incompetent, or removing said Trustee for any reason.
- D. The written certificates of two licensed physicians not related by blood or marriage to the Grantor or any beneficiary of The William F. Gober Revocable Living Trust dated the 10th day of May, 2002, that the Trustee is unable to manage his or her own affairs or is physically or mentally incapable of discharging the duties of Trustee.
- E. The written removal of a Successor Trustee and/or the appointment of an additional Successor Trustee by the Grantor sworn to and acknowledged before a notary public; this right being reserved to Grantor, **WILLIAM F. GOBER**.

This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes for the year 2002 and subsequent years, and all mortgages of record which the Grantee herein assumes and agree to pay.

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee, his heirs and assigns forever.

CONVEYANCE  
BOOK PAGE  
1372 264

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sonya Bryant

William F. Gober

Witness Signature

Sonya Bryant

Witness Printed Name

Robert E. Gorton

**WILLIAM F. GOBER, Grantor**  
2111 Braxton Street  
Clermont, Florida 34711

Witness Signature

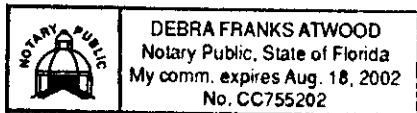
ROBERT E GORTON

Witness Printed Name

STATE OF FLORIDA :  
COUNTY OF LAKE :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **WILLIAM F. GOBER, a single man**, who produced a valid Florida Driver's License as identification and who executed the foregoing instrument and acknowledged to and before me that he executed the same.

WITNESS my hand and official seal this 21 day of June, 2002.



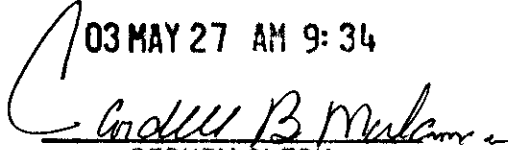
Debra Franks Atwood  
NOTARY NAME: Debra Franks Atwood  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: Aug 18, 2002

N.B. This deed has been prepared at the Grantor's request without examination or legal opinion of title.

351626

ALLEN BLANCHARD, SR.  
CLERK OF COURT  
ST. MARTIN PARISH, LA

03 MAY 27 AM 9:34

  
DEPUTY CLERK

**EXTRACT OF TRUST OF THE  
THE WILLIAM F. GOBER REVOCABLE LIVING TRUST  
DATED MAY 10, 2002  
PURSUANT TO LA. R.S. 9:2262.2**

STATE OF FLORIDA

COUNTY OF SEMINOLE

Pursuant to La. R. S. 9:2262.2, and duly acknowledged, the William F. Gober, Grantor and Trustee of The William F. Gober Revocable Living Trust dated May 10, 2002, hereby files this Extract of Trust providing the following information:

1. Suggested Registration. The suggested registration of assets is:

William F. Gober, as Trustee  
or his successor in trust, of  
The William F. Gober Revocable Living Trust  
Dated May 10, 2002

Abbreviated forms of registration are permissible. On bank accounts, the word "or" may be used to separate any Trustees names. Other financial institutions and third persons dealing with Trustees may use the word "or" to separate the names of the subsequent Trustees as evidencing the independent signature powers granted by paragraph 4. below.

2. Tax Identification. The current tax identification for the Trust is [REDACTED].

3. Investment Powers. The Trustee and his successors are not limited in their investment powers and have the same authority to purchase or sell any investment as an individual possesses in the management of his or her own affairs. Said powers without limitation include the power to buy, sell, hold, transfer, or exercise any ownership rights in any asset for the Trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit to or withdraw from any bank, brokerage or mutual fund account (including margin accounts), and to sign checks or drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security.

4. Any Current Trustee May Sign. Any current Trustee shall have the power to transact Trust business on his/her sole signature and any person shall accept any Trustee's signature on any

document as binding the Trust. If necessary, a Trustee is authorized to sign the name of the other Trustee on any documents and any financial institution may rely upon this certificate in issuing a signature guarantee.

5. Successor Trustees. If William F. Gober cannot continue to serve as Trustee for any reason, the Successor Trustee shall be Yvonne G. Lorah. If Yvonne G. Lorah cannot continue to serve as Trustee for any reason, the alternate Successor Trustee shall be Mark Rudolph Gober.
6. Dealing with Successor Trustees. Anyone shall deal with a Successor Trustee upon receiving written notice of the death, incapacity, resignation, or removal of the prior Trustee. Incapacity shall be deemed present if the written notice states a legal disability or if two licensed physicians not related by blood or marriage to the Grantor or any beneficiary of this Trust certify that a Trustee is unable to manage his or her own affairs; however, said Trustee may resume his or her duties if the legal disability is removed or two licensed physicians not related by blood or marriage to the Grantor or any beneficiary of this Trust certify to his or her rehabilitation. Removal and substitution of Trustees is a power reserved by the Grantor.
7. Authorized Signer. Either Grantor or any Trustee shall have the power to designate any agent as having the authority to sign on any bank, savings and loan, brokerage, mutual fund, or other account held by the Trust. Said authorized signer may be a Successor Trustee that has not yet assumed the duties of Trustee. Said agent shall act in a fiduciary capacity and shall be accountable to the Trust; however, any financial institution or other third person who deals with the authorized signer may rely upon all actions taken by the authorized signer as binding the Trust without inquiry. The authority granted to the authorized signer shall survive the Grantor, but may be revoked by the Trustee.
8. Protection of Persons Dealing with the Trustee. Any person who is in possession of a photocopy of this certificate may in good faith rely upon the information it contains and shall not be liable to the Grantor, any Trustee, or beneficiary for reliance upon the information contained in this certificate. Further, any person shall assume the authority of the Trustee to act, need not see the application of any money or property delivered to the Trustee, and shall not require the approval of the Grantor, any beneficiary, or any court to any transaction.
9. Additional Certification. Any person may rely upon the certification of any Trustee as to matters which are not contained in this certificate, including a further enumeration of Trustee powers.
10. Notice. No financial institution or other third person who uses this certificate shall be charged with notice of any event upon which the use of this certificate depends unless said notice is in writing and until the notice is delivered to said person.
11. Property Description. The description of the immovable property subject to the Trust is attached hereto as Exhibit A.

CONVEYANCE  
BOOK PAGE  
1385 478

Executed, this 21<sup>st</sup> day of June, 2002.

  
William F. Gober, Grantor and  
Trustee of The William F. Gober  
Revocable Living Trust dated  
May 10, 2002

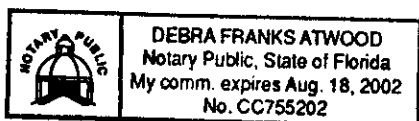
ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF ~~SEMINOLE~~ LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared: **WILLIAM F. GOBER**, a single man, who produced a valid Florida driver's license as identification and who executed the foregoing instrument and acknowledged to and before me that he executed the same.

Witness my hand and official seal this 21 day of June, 2002.



Debra Franks Atwood  
Notary Name: Debra Franks Atwood  
State of Florida  
By Commission Expires: Aug 18, 2002

CONVEYANCE  
BOOK PAGE  
1385 480

**EXHIBIT "A"**

NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.

For title, see Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877; Conveyance Records of St. Martin Parish, LA; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the conveyance records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.

CONVEYANCE  
PAGEALLEN BLANCHARD, SR.  
CLERK OF COURT  
ST. MARTIN PARISH, LA

1386

043

352038

03 JUN -6 AM 9:55

## ACT OF TRANSFER

  
DEPUTY CLERK

For Ten Dollars (\$10.00) and other good and valuable consideration, this Act of Transfer

is made effective on this 7<sup>th</sup> day of May, 2003, before the undersigned Notaries Public, duly commissioned and qualified in and for their respective State and County, and in the presence of the undersigned competent witnesses, personally came and appeared:

**THE WILLIAM F. GOBER REVOCABLE LIVING TRUST**, dated May 10, 2002, (S.S.No. [REDACTED]), herein represented by its undersigned and duly authorized trustee, William F. Gober, with a mailing address of 10743 Versailles Boulevard, Clermont, Florida 34711 (hereinafter referred to as the "**TRANSFEROR**"),

who declared that it does hereby transfer, convey, assign, abandon, contribute and deliver all of its right, title and interest in and to the immovable property described hereinbelow, with full warranty of title and subrogation to all rights and actions of warranty **TRANSFEROR** may have, unto:

**WILLIAM F. GOBER** (S.S.No. [REDACTED]), a resident of lawful age of the County of Lake, State of Florida, with a mailing address of 10743 Versailles Boulevard, Clermont, Florida 34711 (hereinafter referred to as the "**TRANSFeree**"),

the following described property, the possession and delivery of which **TRANSFeree** hereby acknowledges:

NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.

Being the same property acquired by previous owners in Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877, Conveyance Records of St. Martin Parish, LA; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the Conveyance Records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida,  
in the presence of me, Notary, and the undersigned competent witnesses who have signed in the  
presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

**WITNESSES:**

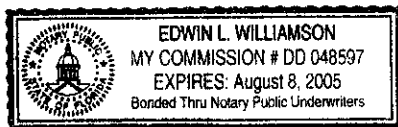
*Jo Anne D. Parks*  
Jo Anne D. Parks

*Karen F. Rivett*  
Karen F. Rivett

**TRANSFeree:**

*William F. Gober*  
William F. Gober

*Edwin L. Williamson*  
Notary Public



CONVEYANCE  
BOOK PAGE  
1386 045

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

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 2003 will be pro-rated and paid by Transferee.

It is not the intention of the parties hereto to create a vendor's lien or resolatory condition and if any shall be deemed to have been created it is expressly waived and renounced by the parties hereto.

All agreements and stipulations herein contained and all the obligations herein assumed shall insure to the benefit and be binding upon the heirs, successors, and assigns of the respective parties and the **TRANSFEE**, its successors and assigns shall have and hold the described property in full ownership.

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

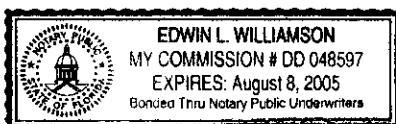
**WITNESSES:****TRANSFEROR:****THE WILLIAM F. GOBER  
REVOCABLE LIVING TRUST**

Jo Anne D. Parks  
Jo Anne D. Parks

By: William F. Gober  
William F. Gober, Trustee

Karen F. Rivett  
Karen F. Rivett

Edwin L. Williamson  
Notary Public



CONVEYANCE  
BOOK PAGE  
1386 048

ALLEN BLANCHARD, SR.  
CLERK OF COURT  
ST. MARTIN PARISH, LA

352040

03 JUN -6 AM 10: 01

ACT OF TRANSFER

*Kelli Romero*  
DEPUTY CLERK

For Ten Dollars (\$10.00) and other good and valuable consideration, this Act of Transfer is made effective on this 7<sup>th</sup> day of May 2003, before the undersigned Notaries Public, duly commissioned and qualified in and for their respective State and County, and in the presence of the undersigned competent witnesses, personally came and appeared:

**WILLIAM F. GOBER** (S.S.No. [REDACTED]), a resident of lawful age of the County of Lake, State of Florida, with a mailing address of 10743 Versailles Boulevard, Clermont, Florida 34711 (hereinafter referred to as the "**TRANSFEROR**"),

who declared that he holds one hundred (100%) percent of the membership interest in Clara David, L.L.C., as an additional contribution to the capital of Clara David, L.L.C., he does hereby transfer, convey, assign, abandon, contribute and deliver all of his right, title and interest in and to the immovable property described herein below, with full warranty of title and subrogation to all rights and actions of warranty **TRANSFEROR** may have, unto:

**CLARA DAVID, LLC.**, a Florida limited liability company, (Tax I.D. No. 56-2350459) with its registered office located at 10743 Versailles Boulevard, Clermont, Florida 34711, represented herein by its duly authorized manager, Yvonne Lorah (hereinafter referred to as the "**TRANSFeree**"),

the following described property, the possession and delivery of which **TRANSFeree** hereby acknowledges:

NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.

Being the same property acquired by previous owners in Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877, Coveyance Records of St. Martin Parish, LA; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the Conveyance Records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.

CONVEYANCE  
BOOK PAGE  
1386 049

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

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 2003 will be pro-rated and paid by Transferee.

It is not the intention of the parties hereto to create a vendor's lien or resolutory condition and if any shall be deemed to have been created it is expressly waived and renounced by the parties hereto.

All agreements and stipulations herein contained and all the obligations herein assumed shall insure to the benefit and be binding upon the heirs, successors, and assigns of the respective parties and the **TRANSFEE**, its successors and assigns shall have and hold the described property in full ownership.

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

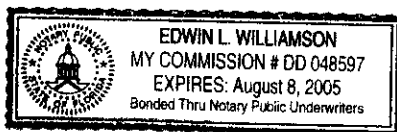
**WITNESSES:**

Jo Anne D. Parks  
Jo Anne D. Parks  
Karen F. Rivett  
Karen F. Rivett

**TRANSFEROR:**

William F. Gober  
William F. Gober

Edwin L. Williamson  
Notary Public



CONVEYANCE  
BOOK PAGE  
1386 050

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida,  
in the presence of me, Notary, and the undersigned competent witnesses who have signed in the  
presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

WITNESSES:

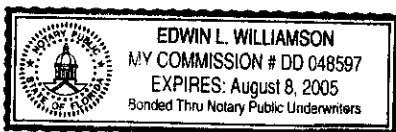
Jo Anne D. Parks  
Jo Anne D. Parks

Karen F. Rivett  
Karen F. Rivett

TRANSFeree:

Yvonne Lorah  
Yvonne Lorah, Manager

Edwin L. Williamson  
Notary Public



# St. Martin Parish Recording Page

Allen Blanchard, Sr  
CLERK OF COURT  
PO BOX 308  
St Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

CLARA DAVID LLC

**First VENDEE**

SCHAEFER REALTY HOLDINGS LLC

**Index Type :** Conveyance

**Inst Number :** 409572

**Type of Document :** Cash Sale & Plat

**Book :** 1494

**Page :** 272

**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 St. Martin Parish, Louisiana

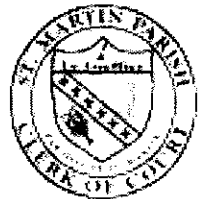
On (Recorded Date) : 04/03/2008

At (Recorded Time) : 12:30:51PM



Doc ID - 004012640008

*Allen Blanchard, Sr*  
Deputy Clerk



Do not Detach this Recording Page from Original Document

**CASH SALE**

**BE IT KNOWN**, that on this **2nd** day of **April, 2008**, before me, the undersigned Notary Public, duly commissioned and qualified as such, personally came and appeared:

**CLARA DAVID, L.L.C., a Florida limited liability company, being represented herein by Yvonne Lorah, its duly authorized representative, pursuant to the authority attached hereto,**

who declared that for the consideration hereinafter mentioned it does by these presents, sell, transfer and deliver with limited guarantee of title for Seller's own acts but free from all encumbrances and with subrogation to all of its rights and actions of warranty against previous owners, unto:

**SCHAEFER REALTY HOLDINGS, L.L.C., a Texas limited liability company, being represented herein by Josh Koch, its duly authorized representative, whose mailing address is 2210 Twin Oaks Blvd., Kemah, TX 77565;**

present, accepting and purchasing for itself and heirs and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., dated October 25, 2007, revised April 1, 2008, a copy of which is attached hereto and made a part hereof for all purposes, and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Martin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

Being the same property acquired by Clara David, LLC on May 7, 2003 by Act of Transfer recorded under Entry No. 352040 of the Records of St. Martin Parish, Louisiana.

This sale is made accepted subject to the restrictive covenants, easements, mineral reservations, mineral leases and obligations of ownership, etc., affecting the above described property in the St. Martin Parish Clerk of Court's Office.

*Initials*

mpc-lr Purchaser has inspected the property and is aware of the property's present condition and has taken its condition into consideration in negotiating the sales price. Purchaser has had full opportunity to inspect the property and to have it inspected by a consultant of Purchaser's choice. Purchaser accepts the property and all of the improvements thereon in whatever condition it exists as of the date of the sale without any warranty other than the warranty of title. Purchaser takes the property "AS IS" and without any expressed, implied or statutory warranties growing out of or connected with any vices and defects in the property, whether apparent, latent or hidden, or redhibitory vices and defects. Purchaser expressly waives any right for a rescission of the sale or reduction in the price of the property as a result of such vices and defects and further expressly waives any warranty of merchantability or fitness for any particular purpose, including, but not limited to, the warranties provided for in Articles 2520, 2531, 2541, 2542 and 2545 of the Louisiana Civil Code, and under any successor articles thereto.

Seller expressly reserves unto itself, its successors and/or assigns, one half (1/2) of all of the oil, gas or other minerals in and under the property, and one hundred (100%) percent of the executive rights thereto, except that the use or disturbance of the surface of the property herein sold shall not be permitted in connection with such reservation.

Seller warrants that the property taxes for all prior years have been paid. The parties assume their prorata share of the payment of all taxes assessed against the property herein sold

for the year 2007. This sale is made and accepted for and in consideration of the sum of **THREE MILLION TWO HUNDRED THOUSAND DOLLARS 00/100 (\$3,200,000.00)**, cash in hand paid, for which acquittance is herein granted.

AND INTO THESE PRESENTS came and intervened WILLIAM F. GOBER, appearing herein individually and as Trustee of the WILLIAM F. GOBER REVOCABLE LIVING TRUST who declared that for the same consideration recited herein, he does hereby transfer, assign, quitclaim, remise, release and relinquish unto Schaefer Realty Holdings, L.L.C. all of the rights, title and interest which he has or may have in and to the above described property.

**THUS DONE AND PASSED** at my office in the Parish of Lafayette, State of Louisiana, on the day and date first hereinabove written, in the presence of the undersigned witnesses, who sign with Appearers and me, officer, after due reading of the whole.

WITNESSES:

**CLARA DAVID, L.L.C.**

Dorothy L. Bourgeois By: Yvonne Lora  
Printed Name: Dorothy L. Bourgeois **YVONNE LORAH, AUTHORIZED REPRESENTATIVE**

Clare L. Wyatt **SCHAEFER REALTY HOLDINGS, L.L.C.**  
Printed Name: Clare L. Wyatt

By: John Koch for Louis E. Schaefer  
**JOHN KOCH, AUTHORIZED REPRESENTATIVE**

Julius J. Stagg, IV  
NOTARY PUBLIC

Julius J. Stagg, IV  
Bar Roll # 24655

THUS DONE AND PASSED at my office in the County of LAKE, State  
of Florida, on the 1 day of April, 2008 in the  
presence of the undersigned witnesses, who sign with Appearers and me, officer, after due  
reading of the whole.

WITNESSES:

Samantha Mariapen  
Print  
Name Samantha Mariapen

William F. Gober  
WILLIAM F. GOBER

WILLIAM F. GOBER REVOCABLE  
LIVING TRUST

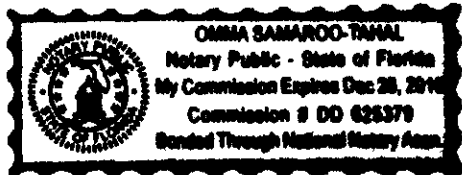
Angela J. Kerr  
Print  
Name Angela J. Kerr

William F. Gober  
By: William F. Gober, Trustee

Omnia Samaroo-Tahal

NOTARY PUBLIC

Notary Name: Omnia Samaroo-Tahal  
Notary ID No. DD 025379



NOTE: Louisiana law requires two (2) witnesses in addition to the Notary Public. The  
Notary cannot be a witness. Do not notarize by acknowledgment or attachment.

CERTIFICATE

BY: CLARA DAVID, L.L.C.

TO: WHOM IT MAY CONCERN

BE IT KNOWN, that on the day and date set forth herein below, WILLIAM F. GOBER, YVONNE LORAH, and MARK R. GOBER sole member of CLARA DAVID, L.L.C., (the "Limited Liability Company" or "the Company"), a Florida Limited Liability Company does hereby certify as follows:

- (1) That we are the Sole Members of the Limited Liability Company;
- (2) That on the 31st day of December, 2007, a meeting of the Member of the Limited Liability Company was duly called and properly held in accordance with law and that at said meeting the following preamble and Resolutions were duly and legally adapted, and are still in full force and effect. They are as follows, to-wit:

"WHEREAS, CLARA DAVID, L.L.C., (the "Limited Liability Company") desires to sell the following described property to Schaefer Realty Holdings, L.L.C. and further desires to confer the power to effect such sale upon YVONNE LORAH, its duly authorized Member, said property being more full described as follows:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Marin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

THEREFORE, IT IS RESOLVED that the Limited Liability Company acting through its duly authorized Member, YVONNE LORAH, sell the above described property to Schaefer Realty Holdings, L.L.C. for such terms and conditions as its duly authorized Member may deem proper in her sole discretion.

BE IT FURTHER RESOLVED, that YVONNE LORAH, its duly authorized Agent be and he hereby is individually authorized and empowered and directed to execute for and on behalf of and in the name of this *Limited Liability Company*, option agreements, sale or purchase agreements, acts of sale, vendor's liens, settlement statements, acknowledgements, affidavits and any and all other instruments or acts which, in his individual discretion, may be deemed necessary and proper in order to accomplish the purposes described hereinabove."

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of March, 2008.

CLARA DAVID, L.L.C.

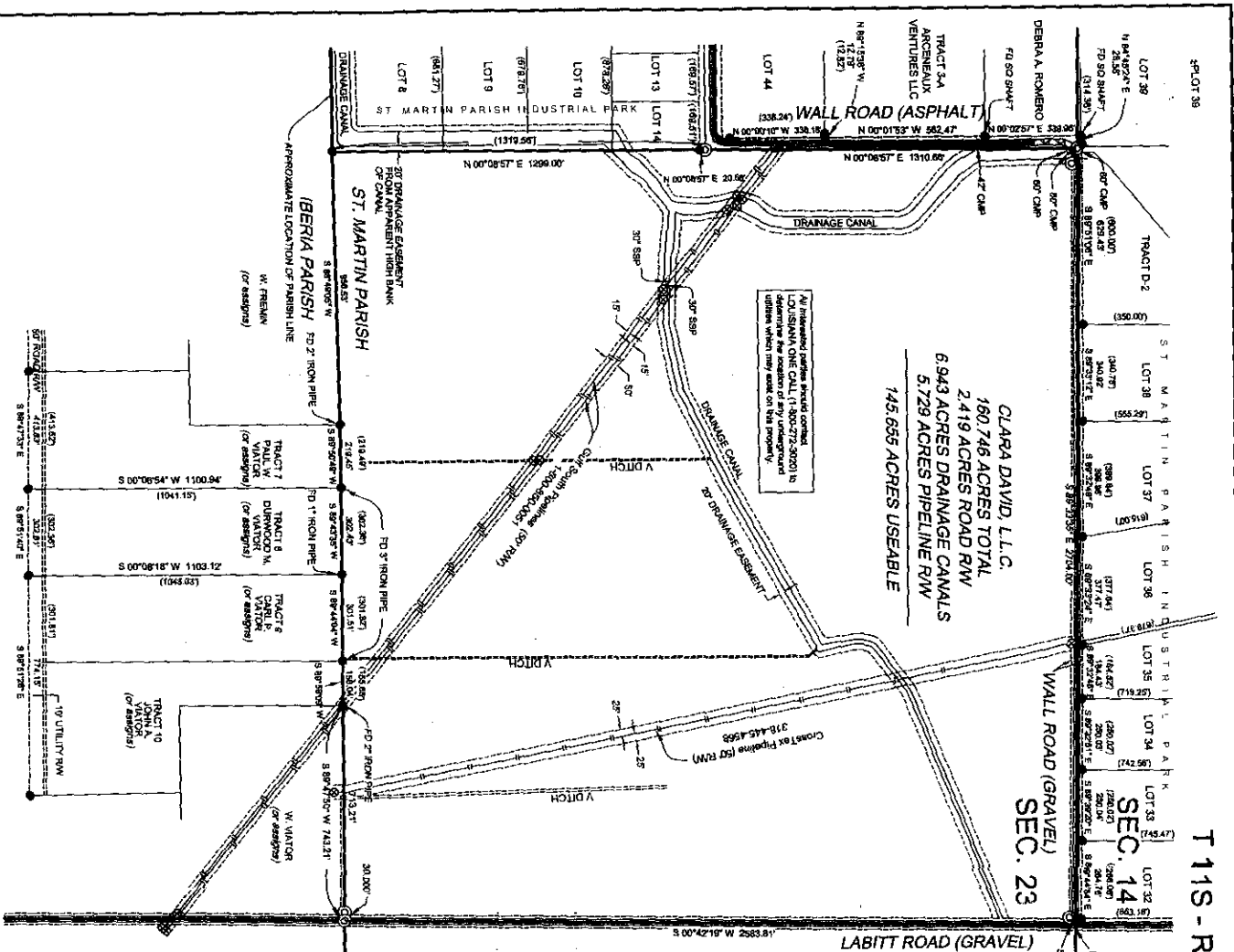
  
BY: WILLIAM F. GOBER, Member

  
BY: YVONNE LORAH, Member

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of March, 2008.

CLARA DAVID, L.L.C.

  
BY: MARK R. GOBER, Member



**FLOOD ZONE INFORMATION**  
This property is located in Flood Zone C, (ARMS OF ATLANTIC), FLOODING, in accordance with St. Martin Parish 2007/11/02/2, B. Effective Date of Map: 1/1/02.

- REFERENCE DOCUMENTS:**
- 1) First Plat St. Martin Parish Industrial Park, prepared by S. J. Landlains & Associates, Inc., P.L.S., dated June 16, 2003.
  - 2) Plat showing a Division of property belonging to Marion V. Venter et al, prepared by Simon J. Foy, dated March 16, 2003.
  - 3) Plat showing a Division of property belonging to Marion V. Venter et al, prepared by Simon J. Foy, dated March 16, 2003.
  - 4) Plat showing a Division of property belonging to Marion V. Venter et al, prepared by Simon J. Foy, dated March 16, 2003.
  - 5) Plat showing a Division of property belonging to Marion V. Venter et al, prepared by Simon J. Foy, dated March 16, 2003.
  - 6) Plat showing a Division of property belonging to Marion V. Venter et al, prepared by Simon J. Foy, dated March 16, 2003.
  - 7) Plat showing a Division of property belonging to Marion V. Venter et al, prepared by Simon J. Foy, dated March 16, 2003.
  - 8) Plat showing a Division of property belonging to Marion V. Venter et al, prepared by Simon J. Foy, dated March 16, 2003.
  - 9) Plat showing a Division of property belonging to Marion V. Venter et al, prepared by Simon J. Foy, dated March 16, 2003.
  - 10) Plat showing a Division of property belonging to Marion V. Venter et al, prepared by Simon J. Foy, dated March 16, 2003.
  - 11) Plat showing a Division of property belonging to Marion V. Venter et al, prepared by Simon J. Foy, dated March 16, 2003.
  - 12) Plat showing a Division of property belonging to Marion V. Venter et al, prepared by Simon J. Foy, dated March 16, 2003.
  - 13) Plat showing a Division of property belonging to Marion V. Venter et al, prepared by Simon J. Foy, dated March 16, 2003.

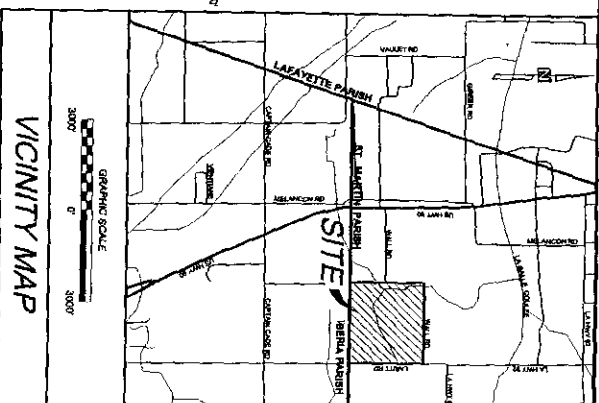
**STANDARD SURVEY NOTES:**

- 1) The plat represents my actual on the ground survey and meets the minimum standards for accuracy as required by the Louisiana Civil Code, Art. 851, and the Louisiana Surveying Act, Art. 1501.
- 2) The survey plat does not include the boundaries, easements, or other interests of third parties, unless they are shown on the property.
- 3) No attempt has been made by the surveyor to verify title or actual legal ownership.

SMEDS BROTHERS INC.  
(or assigns)



**LEGEND:**  
BASIS OF SURVEY:  
Bearings are based on the referenced under REFERENCE DOCUMENTS, page 1.



**LEGEND:**  
Surf 50' Iron Rod  
Found 12" Iron Rod  
Survey point (dashed circle)  
Easement (dashed line)  
Call (dashed line)  
42' Conspicuous Metal Pipe  
30' Conspicuous Metal Pipe  
30' Smooth Steel Pipe

**PLAT**  
Showing Survey of property to be acquired by  
**SCHAEFFER REALTY HOLDINGS, L.L.C.**  
from  
**CLARA DAVID, L.L.C.**  
Said property is situated in N. E. 1/4 of Section 23,  
T1S-R5E, Parish of St. Martin, State of Louisiana.  
October 26, 2007  
Scale: 1" = 300'

Surveyed by:  
**S. J. LANDLAINS & ASSOCIATES, INC.**  
Consulting Engineers - Land Surveyors  
Abbeville, Louisiana  
*Signature of S. J. Landlains*  
L.S. Surveyor's Reg. No. 4551



St. Martin Parish Recording Page

Allen Blanchard, Sr  
CLERK OF COURT  
PO BOX 308  
St Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

ST MARTIN PARISH GOVERNMENT

Index Type : Conveyance

Inst Number : 424505

Type of Document : Dedication & Plat

Book : 1536

Page : 769

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 St. Martin Parish, Louisiana

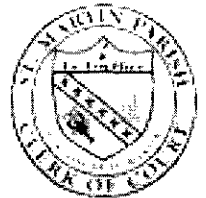
On (Recorded Date) : 06/11/2009

At (Recorded Time) : 10:04:07AM



Doc ID - 004192590006

*Judy L Cormier*  
Deputy Clerk



Do not Detach this Recording Page from Original Document

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**ACT OF DEDICATION OF SERVITUDES**

BE IT KNOWN, that on this 20th day of May, 2009, 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:

SCHAEFER REALTY HOLDINGS, L.L.C., a Texas limited liability company, being represented herein by Louis E. Schaefer, Jr., its duly authorized President, whose mailing address is 100 Enterprise Avenue, League City, TX 77573;

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 "ROW ACREAGE, 2.151 ACRES TOTAL" located in the Parish of St. Martin, as shown and set forth in that certain plat of survey entitled "Right of Way to be acquired by St. Martin Parish from Schaefer Realty Holdings, L.L.C.", prepared by S. J. Langlinais & Associates, Inc., dated the 30th day of March, 2009, a copy of which is attached hereto and made a part hereof.

Appearer does by these presents dedicate, create and establish exclusively in favor of the St. Martin Parish Government (hereinafter the "Parish"), for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the Parish to use same or who as a result of this dedication may derive any benefit therefrom, a thirty-five (35') wide servitude for the widening of Wall Road and constructing a drainage ditch as 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 Parish and such other persons, entities or estates who are given authority by the Parish to use the servitudes, rights of passage, rights of way as 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 Parish and any such individuals, entities and estates as are authorized by the Parish shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating any road and/or drainage ditch or 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 a drainage ditch; 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. The Parish agrees to provide for the perpetual maintenance of any and all drainage ditches, including roadside ditches on the property 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 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 Parish, for the ultimate benefit of the public, a thirty-five (35') wide servitude for the widening of Wall Road and constructing a drainage ditch as reflected on the plat of survey and to provide for the use and enjoyment of same by the public. The servitudes shall be subject to full use by the Parish and those authorized by it for the purposes for which they are intended by those having the need or responsibility of providing drainage or other services to the properties or estates to be serviced or benefited by said servitudes, whether contiguous or not.

And into these presents came and intervened the St. Martin Parish Government who, in consideration for the rights granted herein, agrees to construct a drainage ditch along Wall Road within the right of way granted herein pursuant to the plans attached hereto and extend the drainage across Labit Road with a culvert across Labit Road to the drainage ditch along the easterly side of Labit Road. Construction on said Wall Road Drainage Ditch is to commence on or about the end of June or July 1, 2009, and is to be completed by the Parish within 90 days after commencement, weather permitting.

**[SIGNATURES ON FOLLOWING PAGES]**

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:

SCHAEFER REALTY HOLDINGS, L.L.C.

Kacie L. Silva  
Kacie L. Silva  
Stacy Fontenot  
Stacy Fontenot

Louis E. Schaefer, Jr.  
By: Louis E. Schaefer, Jr., President

[Signature]  
NOTARY PUBLIC  
Ferdinand J. Iseringhausen, Jr.  
Bar Roll #20232

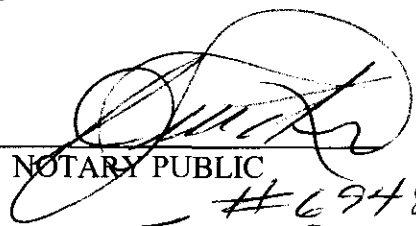
THUS DONE AND PASSED on the 9<sup>th</sup> day of June, 2009, before me, Notary, and in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESS:

ST. MARTIN PARISH GOVERNMENT

Lesley H. Shodeary  
Monette Theriot

  
By: Guy Cormier, President

  
NOTARY PUBLIC  
#6948.2  
Fabian D. Tucker



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

SCHAEFER REALTY HOLDINGS LLC

Index Type :   Conveyance

Inst Number : 472193

Type of Document : Restrictions

Book : 1663           Page : 354

Recording Pages :           9

Recorded Information

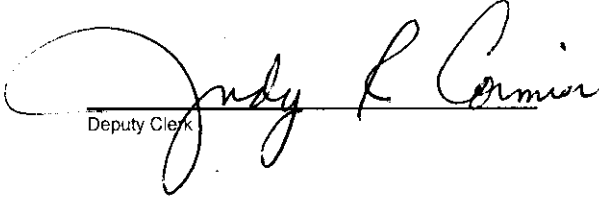
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

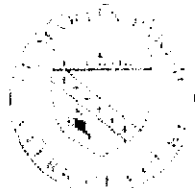
On (Recorded Date) : 11/08/2013

At (Recorded Time) : 4:13:14PM



Doc ID - 005890140009

  
Deputy Clerk



**SCHAEFER INDUSTRIAL PARK**  
**BUILDING RESTRICTIONS**

**BE IT KNOWN**, that on the 7th day of November, 2013, before me, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

**SCHAEFER REALTY HOLDINGS, L.L.C.**, a Texas limited liability company, being represented herein by Louis E. Schaefer, Jr., its sole member, whose mailing address is 2210 Twin Oaks Blvd., Kemah, TX 77565;

(hereinafter referred to as "Declarant") who, after first being duly sworn, declared that it is the owner of the following described property, to-wit:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., dated October 25, 2007, revised April 1, 2008, a copy of which is attached to that act recorded under Entry No. 409572 and made a part hereof for all purposes, and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Martin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

Declarant declared that, desiring to lay off a portion of the Property into lots for the purpose of offering same for sale, Declarant has caused a portion of the Property to be surveyed and divided into lots, blocks and streets, same to be known as SCHAEFER INDUSTRIAL PARK, PHASE IA, a subdivision of the Parish of St. Martin, Louisiana (hereinafter referred to as "the Property") all as shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S. dated September 6, 2012, last revised November 7, 2013 entitled "Final Plat Showing Survey of Schaefer Industrial Park, Phase IA, Belonging to Schaefer Realty Holdings, L.L.C." a copy of which is attached hereto and made a part hereof for all purposes, (hereinafter the "Plat of Survey").

Declarant declared that it has submitted for Final Approval the Plat of Survey subdividing a portion of the Property into lots, and delineating and designating certain streets, utility servitudes, drainage servitudes and/or other servitudes which are to be provided in accordance with the applicable regulations for subdivision plat approval promulgated by the St. Martin Parish Government (hereinafter, together with the then governing authority, from time to time, the "Government"), or by its predecessors but now administered by the Government.

Declarant declares, accordingly, that it does by these presents dedicate to public use, for and on behalf of the public in general, but in particular in favor of the Government, Forum Drive, said dedication to be considered a formal statutory dedication in accordance with the provisions of LSA-R.S. 33:5051, et seq..

Declarant further declares that it does hereby further dedicate, create and establish exclusively in favor of the Government, for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the Government to use same or who may as a result of this dedication may derive any benefit therefrom, any and all utility servitudes, drainage servitudes and other items shown on the Plat of Survey but specifically excluding those that are identified as "private" servitudes; easements or other items. Declarant declares that in connection herewith, Declarant grants a perpetual predial servitude(s) in favor of the Government and such other persons, entities or estates who are given authority by the Government to use the servitudes and other items shown on the Plat of Survey (with the exception of those identified as "private" on the 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 Government and any such individuals, entities and estates as are authorized by the Government 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 of Survey, clear brush, trees and other items or obstacles as may interfere with the free use of said servitudes, construct drainage, electric, sewer, water and other utility facilities, remove all obstacles which would hamper or preclude the exercise of the servitudes, and otherwise have full access for the purpose of utilizing and maintaining the servitudes and any improvements hereafter or heretofore constructing therein or thereon.

In connection with the exercise of the use of the servitudes created hereby, the Government, 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 the Plat of Survey, 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 is to dedicate to the Government, for the ultimate benefit of the public, all utilities servitude streets, rights-of-way and other matters as reflected on the Plat of Survey except those designated as "private" 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 Government, which will have full authority to regulate the use of said non-private servitudes, streets, rights-of-way, rights-of-passage and other items as shown on the Plat of Survey. The said servitudes shall be subject to full use by the 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 estates to be serviced or benefited by said servitudes, whether contiguous or not.

Declarant declares that in order to dispose of the Property to the best advantage and to assure all prospective purchasers that the Property will be properly developed, Declarant binds itself, its successors and assigns, not to sell the Property except under the following restrictions and covenants which are deemed to be predial servitudes to run with the Property. Declarant hereby establishes a Board of Schaefer Industrial Park (hereinafter the "Board") to enforce and modify the restrictive covenants, agreements, easements, limitations, and charges as more fully set forth herein. The Board shall consist of Louis E. Schaefer, Jr., James S. Schaefer and Graham L. Schaefer. Any action taken by the Board shall require the consent of a majority of the board members.

- A. Application.** The land referred to as the "Schaefer Industrial Park," collectively referred to as the "Park," is described as follows:

Property owned by Schaefer Realty Holdings, L.L.C. by virtue of a deed from Clara David, L.L.C., dated April 2, 2008, and recorded April 3, 2008, under Entry Number 409572, in Book 1494, at Page 272, of the records of St. Martin Parish, Louisiana and referred to by the following description:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., dated October 25, 2007, revised April 1, 2008, a copy of which is attached to that act recorded under Entry No. 409572 and made a part hereof for all purposes, and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Martin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

The Park and the adjoining roads shall be subject to the restrictive covenants, agreements, easements, limitations, and charges as set forth herein, and shall be considered a part of every conveyance of a building site in the Park without being written therein. The restrictive covenants herein contained are for the mutual benefit and protection of the owner(s), present and future, of all land within the boundaries of the Park, and shall run with and bind the land and inure to the benefit of and be enforceable by the Board of Directors of the Schaefer Industrial Park (the "Board") and/ or any owner(s), present and future, of any building site in the Park, their respective legal representatives, heirs, successors, grantees, and assigns. The Board and/ or any owner(s), present or future of any building site included in the Park, shall be entitled to injunctive relief against any violation thereof and/or damages caused by said violation, but there shall be no right of reversion or forfeiture of title resulting from such violation. The term "building site" shall mean: A) any of the lots that are part of the Park; B) a portion of any said lots; C) a combination of two or more of any said lots; D) a combination of two or more portions of any said lots; or E) a combination of or part of any of the above.

- B. **Term.** These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these restrictive covenants are recorded. After the initial period of thirty (30) years, the restrictive covenants shall be automatically extended for successive periods of ten (10) years each, unless, at any time after the said thirty (30) year period, an instrument signed by the then owners of a majority of the square footage (excluding then publicly dedicated tracts and/or common areas) of the building sites in the Park has been recorded, agreeing to change, alter, amend or terminate said restrictive covenants in whole or in part. Notwithstanding anything contained herein to the contrary, the restrictive covenants may be waived by the Board as to any building site and/or changed, altered, amended or terminated in whole or in part at any time and from time to time by the Board as to any building site then owned by the Board.
- C. **Amendment; Waiver.** Upon application being made to the Board, the Board may waive anyone or more of the restrictive covenants with respect to any building site if a waiver is requested by the owner of the building site, upon finding that such waiver would not be detrimental to the Park; but any such waiver, which must be

evidenced in writing, shall not be deemed or construed to be a waiver of any such restrictive covenants with respect to any other building site.

The restrictions and restrictive covenants contained herein may also be changed, altered, amended or terminated in whole or in any part at any time by the Board by executing a written amendment hereto, and filing the same of record in the Conveyance Records of St. Martin Parish. All amendments shall apply to all lands within the boundaries of the Park, from the time of their filing in the records of the Clerk of Court of St. Martin Parish.

- D. **Enforcement; Conciliation.** No action in court to enforce any restrictive covenant herein by an owner or owners of any building site in the Park shall be brought until such owner or owners shall have referred its complaint to the Board for the purpose of consultation and conciliation, and until a period of time of ninety (90) days shall have passed from the date of such reference.
- E. **Use.** Anything to the contrary contained anywhere in these restrictions notwithstanding, no portion of the Park may ever be used, even on a temporary basis, as a "junk yard," salvage yard, or similar business.
- F. **Design, Control and Maintenance.** No building, fence, wall or other structure shall be commenced, erected, or maintained on a building site, and no change, addition or alteration to the exterior of any building, fence, wall or other structure shall be made until the building, fence, wall or other structure have been submitted to and approved by the Board. All buildings, fences, walls and other structures erected, and all additions or alterations made shall conform with the construction standards specified by all government codes and regulations then in force.

Open spaces shall be landscaped to present a pleasing appearance and to conform to reasonable standards; however, no landscaping shall be placed on any building site until the plans of such landscaping have been submitted to and approved by the Board. Each building, fence, wall or other structure and the landscaping shall be erected and placed upon a building site only in accordance with the plans and specifications and plot plan approved by the Board. Any change, alteration or modification to the exterior appearance of any building, fence, wall or other structure or to the landscaping shall be deemed an alteration requiring additional approval of the Board. At least fifty (50%) percent of the front of any building must be constructed of a material other than metal. "Front" means the side of the building which faces the street.

- G. **Liability.** The Board, its officers, members, employees and agents shall not be responsible or liable to anyone in any way for any defect in any plans or specifications submitted, approved or revised in accordance with these restrictive covenants, nor for any structural or other defects in any work done according to such plans and specifications. The scope of review of the plans and specifications shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes and standards or any other similar factor.
- H. **Care and Appearance of Premises.** All buildings, fences, walls, other structures, parking lots, drives and the open space on each building site shall be maintained in a neat and attractive manner. If the owner of a building fails to maintain the open space in this neat and attractive manner, the Board may, at its option, after giving the owner of a building site ten (10) days written notice, by registered or certified mail, sent to its last known address, have the grass, weeds and vegetation cut when, and as often

as, the same is necessary in its judgment, and have the dead vegetation removed from the building site. Said cutting and removal shall be at the expense of the owner of the building site, the owner of the building site being obligated to reimburse the Board for any expenses incurred as a result of said cutting and removal, plus an additional sum of fifteen (15%) percent of that amount for administrative costs. If the owner of a building site fails to maintain the exterior of any building, fence, wall or other structure in a neat and attractive manner, the Board may, at its option, after giving the owner of the building site three (3) months written notice, by registered or certified mail, sent to its last known address, do the following: a) Make repairs and improve the appearance in a reasonable manner, which shall be at the expense of the owner of the building site, the owner of the building site being obligated to reimburse the Board for any expense incurred as a result of the repairs and improvements, plus fifteen (15%) percent of that amount for administrative costs, together with ten (10%) percent per annum on the total amount due the Board from the time the work was completed, or b) Institute legal proceedings in District Court for the Parish of St. Martin, Louisiana, to seek a judgment ordering the owner of the building site to make such repairs and improvements as are necessary for the building, fences, walls or other structures to have a neat and attractive appearance. In order to secure the reimbursement, the Board shall have a lien upon such building site and improvement situated thereon, enforceable as herein provided. Upon performing the work, the Board shall be entitled to file in the Office of the Clerk of Court for the Parish of St. Martin, Louisiana, a notice of its claim of lien by virtue of this contract with the owner of the building site. Said notice shall state the cost of said work, including administrative costs and interest, if any, and shall contain a description of the property against which the enforcement of the lien is sought. The lien shall date from the date that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuation consideration and without notice until the notice of the claim of lien is filed as hereinabove set forth. The lien shall be due and payable forthwith upon the completion of the work and if not paid, the lien may be enforced by foreclosure in court in the same manner as mortgages.

- I. **Parking and Loading.** No parking shall be permitted on any public street. It shall be the responsibility of the owner of a building site to provide such hard surfaced, off-street parking within its property boundaries at a ratio of no less than two (2) parking spaces per four (4) employees.
- J. **Waste Disposal.** Trash, garbage, and other waste shall be kept in clean and sanitary containers. All such containers and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from any public street. Each owner of a building site shall be required to contract for regular commercial trash, garbage and waste disposal.
- K. **Sewerage.** Each owner of a building site shall use the sewerage system available for the Park; however, if the waste from any individual building site is such as to cause damage to the sewer system or sewerage treatment plant or negatively impact on the treatment process, and by reason thereof, the governmental authority having jurisdiction over the Park refuses to allow its admission to the sewer system, then such waste is to be pre-treated at the cost of the owner of the building site to permits its admission to the sewer system. No "processed water" or "wash water" may be discharged into the sewer system, or into the ditches in the Park, or otherwise discharged onto the grounds of any building site without a specific discharge permit.

The initial sewerage system for the Park will be constructed to handle human waste

sewerage only, and the volumes which may be discharged into the Park's sewerage system will be limited, and allocated to each building site pro-rate to the amount of land.

- L. Signs.** All signs shall conform to the standards set by the Board as to the design, specifications and location which are as follows: No signs shall be constructed until a scale drawing, construction plans and specifications, and the site plan showing the location of such signs, have been submitted to and approved by the Board, which said approval shall be within the sole discretion of the Board, notwithstanding the fact that said signs may conform with the design, specifications and location hereinabove set forth.

The Board may, at its option, provide and sell such signs as it deems appropriate to the owner of a building site at the time it sells such building site.

- 1. Performance Standards.** A building site (or any part thereof or any building, fence, wall or other structure erected thereon or to be erected thereon), shall not be used for any purpose or in any manner which shall be a nuisance to the owner of any other building site by reason of the emission or creation of odors, gases, dust, smoke, noise, fumes, cinders, soot, glare, vibrations, radiation, waste or otherwise.
  - 2.** By purchase of land in the Park, all building owners agree that any nuisances which impair the business of any other building site owner may be enforced by temporary restraining order, preliminary and/or permanent injunction.
- M. Building Set-Back.** All buildings and other structures must be set back a minimum of fifty (50) feet from the right of way line of any dedicated street in the Park. On a corner building site, all buildings and other structures must be setback a minimum of fifty (50) feet from the street-side property line. All buildings and other structures must be set back a minimum of ten (10) feet from any other side property line. No fence or wall shall be erected nearer to the right of way line of a public street in the Park than the building setback line. No hedges or other shrubbery obstructing total view shall be permitted nearer to the right of way line of a public street in the Park than the building set-back line.
- N. Easements.** Instruments creating easements for the installation and maintenance of public utilities are on file in the office of the Clerk of Court for the Parish of St. Martin, Louisiana.
- O. Maintenance Fees.** The Board shall have the right to periodically, but not more often than quarterly as the Board sees fit, assess and collect from each owner of a building site, pro-rated on a square foot basis, a maintenance fee to maintain, preserve and beautify the Park. Fees shall be based on the actual cost of mowing, landscape maintenance and utilities (water and electricity) necessary for the maintenance, preservation and beautification of the Park. Any such fees not paid within thirty (30) days after the due date shall be deemed in default. The amount of any such fees assessed against the building site, plus an additional sum of fifteen (15%) percent for administrative costs and interest on such fees, at such lawful rate as the Board may designate from time to time, and the cost of collecting same, including reasonable attorney's fees, shall be a lien upon such building site and improvements thereon. Said lien shall be perfected and may be enforced as the lien provided for in Section H.
- P.** The Board shall have the right to incorporate a Louisiana non-profit corporation for the purpose of assessing and collecting the fees referred to above. The said corporation

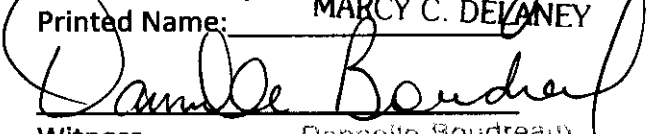
shall be a property owners association. In such event, the Board, as long as it owns at least one (1) building site, and each owner of a building site shall be members of the said corporation. After the Board sells all of the building sites, it will no longer be a member of the said corporation. Each owner of a building site shall automatically be a member of the said corporation, and membership shall be appurtenant to and run with the building site ownership which qualifies the building site owner thereof for membership. Membership may not be severed from or in any way transferred, pledged, mortgaged or alienated except together with the title to the building site. The said corporation shall be charged with the duties and vested with the powers prescribed by law or set forth in its articles of incorporation and by-laws and these restrictive covenants.

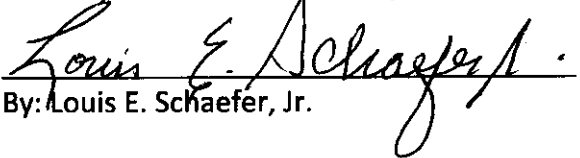
- Q. Drainage Facilities.** The drainage ditches which are located within a building site and the ditches along the streets on which the building site has frontage (even if such ditches are in a public right of way or dedicated street) may be piped and filled, covering the frontage of the building site. The drainage pipe shall be engineered and designed by a registered professional engineer, and the design approved by the Board prior to construction. The pipe shall be sized to handle a rain storm with an intensity of a five (5) year storm. Drop inlets shall be included in the design. The drop inlet spacing and number shall be sufficient to properly accommodate the expected surface runoff. Plans and specifications showing the design and layout of the drainage pipe shall be submitted to the Board for review and approval prior to construction. The owner of a building site shall complete the construction of the said drainage pipe simultaneously with the completion of the construction of any building on the building site.
- R. Severability.** Every one of the restrictive covenants contained herein is independent of and severable from the rest of the restrictive covenants and from every combination of the provisions thereof. Invalidation by any court of any restrictive covenant shall in no way affect any of the provisions of the other restrictive covenants, which shall remain in full force and effect. The failure to enforce any of the restrictive covenants at the time of its violation shall in no way affect any other restrictive covenant nor be deemed a waiver of the right to enforce the same thereafter.

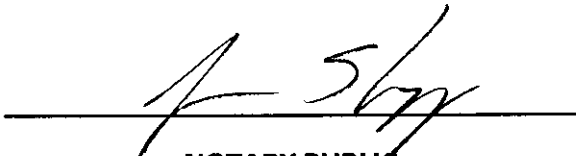
**THUS DONE AND PASSED** at my office in the Parish of Lafayette, State of Louisiana, on the day and date first hereinabove written, in the presence of the undersigned witnesses, who sign with Appearers and me, officer, after due reading of the whole

**WITNESSES:**

  
Witness  
Printed Name: MARCY C. DELANEY

  
Witness  
Printed Name: Dannelle Boudreaux

**SCHAEFER REALTY HOLDINGS, L.L.C.**  
  
By: Louis E. Schaefer, Jr.

  
**NOTARY PUBLIC**  
Julius J. Stagg, IV  
Bradley & Moreau, APLC  
Bar Roll #24655  
My Commission Expires at Death



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER INDUSTRIAL PARK

First VENDEE

SCHAEFER INDUSTRIAL PARK

Index Type : Conveyance

Inst Number : 472928

Type of Document : Amendment To Restrictions

Book : 1665

Page : 384

Recording Pages : 2

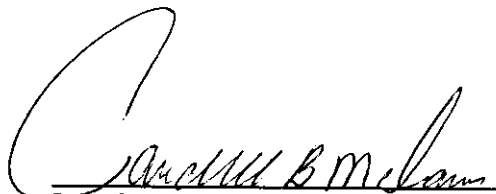
Recorded Information

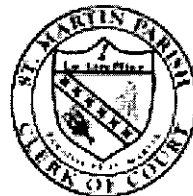
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 12/09/2013

At (Recorded Time) : 10:15:57AM



  
Deputy Clerk



Doc ID - 005902380002

Do not Detach this Recording Page from Original Document

STATE OF LOUISIANA

PARISH OF LAFAYETTE

AMENDMENT TO RESTRICTIVE COVENANTS

OF

SCHAEFER INDUSTRIAL PARK

BE IT KNOWN that on this 6th day of December, 2013, before me, Notary Public, duly commissioned and qualified as such in and for the aforesaid Parish and State, and the undersigned competent witnesses, personally came and appeared the undersigned, constituting a majority of the Board of Schaefer Industrial Park (the "Board"), who declared that pursuant to the authority vested in the Board in Section C of the Act of Schaefer Industrial Park Building Restrictions recorded under Entry No. 472193 of the records of St. Martin Parish, Louisiana, Appearers do by these presents amend said Section C to read as follows:

- C. **Amendment; Waiver.** Upon application being made to the Board, the Board may waive any one or more of the restrictive covenants with respect to any building site if a waiver is requested by the owner of the building site, upon finding that such waiver would not be detrimental to the Park; but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such restrictive covenants with respect to any other building site.

The restrictions and restrictive covenants contained herein may also be changed, altered, amended or terminated in whole or in any part at any time by the Board by executing a written amendment hereto, and filing the same of record in the Conveyance Records of St. Martin Parish. All amendments shall apply to all lands within the boundaries of the Park, from the time of their filing in the records of the Clerk of Court of St. Martin Parish.

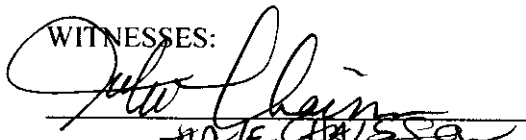
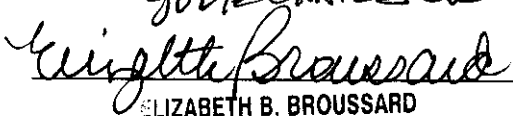
Appearers do further Amend Section F of said Act to read as follows:

- F. **Design, Control and Maintenance.** No building, fence, wall or other structure shall be commenced, erected, or maintained on a building site, and no change, addition or alteration to the exterior of any building, fence, wall or other structure shall be made until the construction plans and specifications, and the site plan showing the location of such building, fence, wall or other structure have been submitted to and approved by the Board. All buildings, fences, walls and other structures erected, and all additions or alterations made shall conform with the construction standards specified by all government codes and regulations then in force.

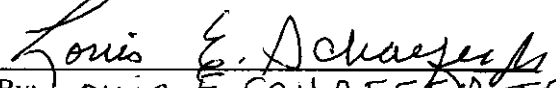
Open spaces shall be landscaped to present a pleasing appearance and to conform to reasonable standards; however, no landscaping shall be placed on any building site until the plans of such landscaping have been submitted to and approved by the Board. Each building, fence, wall or other structure and the landscaping shall be erected and placed upon a building site only in accordance with the plans and specifications and plot plan approved by the Board. Any change, alteration or modification to the exterior appearance of any building, fence, wall or other structure or to the landscaping shall be deemed an alteration requiring additional approval of the Board. At least fifty (50%) percent of the front of any building must be constructed of a material other than metal. "Front" means the side of the building which faces the street.

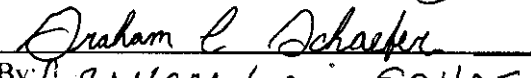
THUS DONE AND PASSED in the Parish of Lafayette, Louisiana, on the day and date herein first above written in the presence of the undersigned competent witnesses, who sign with Appearer and me, Notary, after due reading of the whole.

WITNESSES:

  
JULIE CHAISSON  
  
ELIZABETH B. BROUSSARD

BOARD OF SCHAEFER INDUSTRIAL PARK

  
By: LOUIS E. SCHAEFER JR.

  
By: GRAHAM LOUIS SCHAEFER

  
NOTARY PUBLIC

Angelique B. Moreau  
Bar Roll #20716

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

ST MARTIN PARISH GOVERNMENT

Index Type : Conveyance

Inst Number : 473098

Type of Document : Dedication Etc

Book : 1666      Page : 59

Recording Pages : 6

Recorded Information

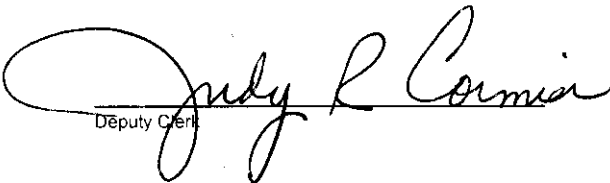
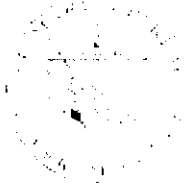
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 12/12/2013

At (Recorded Time) : 3:45:53PM



Doc ID - 005905140006

  
Deputy Clerk 

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**ACT OF DEDICATION OF ROAD**

BE IT KNOWN, that on this 6th day of December, 2013, 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:

SCHAEFER REALTY HOLDINGS, L.L.C., a Texas limited liability company, being represented herein by Louis E. Schaefer, Jr., its duly authorized President, whose mailing address is 2210 Twin Oaks Blvd., Kemah, TX 77565;

who, after being first duly sworn, did depose and declare that Appearer is the owner of certain property more fully described as Schaefer Industrial Park, Phase IA as more fully shown on that plat of survey prepared by S. J. Langlinais & Associates, Inc. dated September 6, 2012 and lat revised November 7, 2013, a copy of which is attached to that act recorded under Entry No. 472193 of the records of St. Martin Parish, Louisiana.

Appearer does by these presents dedicate, create and establish exclusively in favor of the St. Martin Parish Government (hereinafter the "Parish"), for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the Parish to use same or who as a result of this dedication may derive any benefit therefrom, Forum Drive as 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 Parish and such other persons, entities or estates who are given authority by the Parish to use the servitudes, rights of passage, rights of way as 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 Parish and any such individuals, entities and estates as are authorized by the Parish shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating said road and/or 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; 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. The Parish agrees to provide for the perpetual maintenance of Forum Drive.

In connection with the exercise of the use of the servitudes created hereby, the 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 Parish, for the ultimate benefit of the public, Forum Drive. The servitudes shall be subject to full use by the Parish and those authorized by it for the purposes for which they are intended by those having the need or responsibility of maintaining Forum Drive for the benefit of the properties or estates to be serviced or benefited by said servitudes, whether contiguous or not.

And into these presents came and intervened the St. Martin Parish Government who, in consideration for the rights granted herein, accepts the dedication of Forum Drive and agrees to maintain Forum Drive as provided for herein.

**[SIGNATURES ON FOLLOWING PAGES]**

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:

SCHAEFER REALTY HOLDINGS, L.L.C.

Jane Chaisson  
JANE CHAISSON  
Elizabeth Broussard  
ELIZABETH B. BROUSSARD

x Louis E. Schaefer, Jr.  
By: Louis E. Schaefer, Jr., President

Angelique B Moreau  
NOTARY PUBLIC

Angelique B Moreau  
Bar Roll #20716

THUS DONE AND PASSED on the 10<sup>th</sup> day of December, 2013, before me, Notary,  
and in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESS:

ST. MARTIN PARISH GOVERNMENT

Manette Theriot

[Signature]  
By: Guy Cormier, President

Patricia B. Huberdeau

[Signature]  
NOTARY PUBLIC  
Fabian D. Tucker  
# 69482

A motion was made by Lisa Nelson and seconded by Jill Hebert that the following ordinance be adopted:

**ORDINANCE NO. 13-04-1016-OR**

AN ORDINANCE TO PROVIDE FOR THE AUTHORIZATION OF AN ACT OF DEDICATION FOR A PUBLIC ROAD, **FORUM DRIVE**, (SCHAEFER INDUSTRIAL PARK) TO BE ADDED TO THE ST. MARTIN PARISH PUBLIC ROAD SYSTEM.

BE IT ORDAINED by the St. Martin Parish Council that **Forum Drive** meets the minimum requirements to qualify for acceptance of a public road in the St. Martin Parish Road System, as per attached plat, dated 05-06-09, by Stephen J. Langlinais, Registered Professional Land Surveyor, S J. Langlinais & Associates, Inc.

BE IT ORDAINED that the St. Martin Parish Council does hereby authorize, direct and empower the Parish President to sign the necessary Act of Dedication for and behalf of St. Martin Parish Government.

This Ordinance shall become effective immediately upon approval of the St. Martin Parish Council and the signature of the Parish President.

This Ordinance having been submitted to a vote, the vote thereon was as follows:

- YEAS: Carroll Delahoussaye, Lisa Nelson, Jason Willis, Neil Thibodeaux, Jill Hebert, Craig Gregory, Meko Robin and Dean Dore’.
- NAYS: None.
- ABSTAIN: None.
- ABSENT: Clay Courville (excused).

And the Ordinance was declared adopted this 2nd day of April, 2013.

\*\*\*\*\*

I, LACI LAPEROUSE, CLERK OF THE ST. MARTIN PARISH COUNCIL, do hereby certify that this is a true and correct copy of the Ordinance adopted by the St. Martin Parish Council, in Regular Session convened on the 2nd day of April, 2013, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE, this 10th day of December, 2013, St. Martinville, Louisiana.

  
LACI LAPEROUSE, CLERK  
ST. MARTIN PARISH COUNCIL

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

CASEY, CHRISTY

Index Type : CONVEYANCE

Inst Number : 536509

Type of Document : TAX DEED

Book : 1826      Page : 610

Recording Pages : 4

Recorded Information

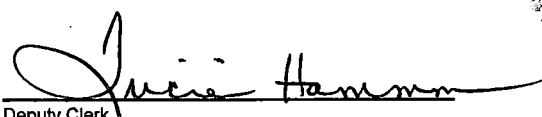
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana.

On (Recorded Date) : 06/25/2020

At (Recorded Time) : 10:27:51AM



Doc ID - 007916700004

  
Deputy Clerk



Tax Sale Certificate

Parish of St. Martin

State of Louisiana

v

SCHAEFER REALTY HOLDINGS, L.L.C. .

State of Louisiana

Parish of St. Martin

To: Christy Casey

414 Beverly Rd Lot B

Opelousas, LA 70570

BE IT KNOWN AND REMEMBERED, that, I, Ronald J. Theriot, Tax Collector in and for the Parish of St. Martin, State of Louisiana, in the name of the Parish of St. Martin, State of Louisiana and by virtue of the authority in me vested by the constitution and laws of the State of Louisiana and in pursuance of the requirements of those laws, having mailed and published the notice required by law and having strictly complied with each and every requirement of the laws relating to delinquent taxes and tax debtors and to seizures, advertisements, and sale of tax sale title to the property in full, did in the manner prescribed by law, advertise and list in TECHE NEWS the property to be sold for delinquent property taxes with interest and costs for the year of 2019 via the internet at [www.stmartinsheriff.org/taxsaleonline](http://www.stmartinsheriff.org/taxsaleonline) on the 18th day of June , 2020 beginning at eight o'clock am. Dates of publication, June 3, 2020, to June 17, 2020 giving notice in the issues of the newspaper and in said list as advertised the following described immovable property appearing in the name of SCHAEFER REALTY HOLDINGS, L.L.C.

To-wit:

Assessment # 382224

1W

|                          |        |
|--------------------------|--------|
| TAXES                    | 7.28   |
| INTEREST                 | 0.44   |
| AD FEES                  | 20.00  |
| COSTS                    | 0.50   |
| DEED PREPARATION         | 15.00  |
| ONLINE TAX SALE FEE      | 30.00  |
| RECORDING FEE - TAX SALE | 110.00 |
| CERT. NOTICE             | 20.00  |
| Total Paid               | 203.22 |

1960001662

Owner Pct:100%

LOT: BEING LOT 12 OF SCHAEFER INDUSTRIAL PARK, PHASE 1A PER PLAT OF SURVEY  
#472193COB: 52-590-26877 169-337-68294 417-139-116159 499-031-128828 1372-262-342939  
1386-043-352038 1386-048-352040 1494-272-409572 1536-769-424505 1625-244-458240  
1663-354-472193 1665-384-472938

And on said 18th day of June, 2020 after beginning but not completing said list, I continued the same within legal hours each succeeding legal day offering tax sale title to said property for sale via the internet at [www.stmartinsheriff.org/taxsaleonline](http://www.stmartinsheriff.org/taxsaleonline). In the manner required by said laws and the whole or the undivided

interest of the tax debtor therein being the smallest amount of said property that any bidder would buy and pay the taxes and costs, and Christy Casey being the bidder, and having complied with the terms of sale, became the purchaser of tax sale title to the 100 whole of the property or the undivided interest of the tax debtor therein.

NOW, THEREFORE, all the formalities of the law having been complied with, I Ronald J. Theriot, Tax Collector for said Parish of St. Martin, State of Louisiana by virtue of the authority in me vested by the laws of the State of Louisiana do by these presents sell and transfer unto Christy Casey 414 Beverly Rd Lot B

Opelousas, LA 70570 tax sale title to property or the undivided interest of the tax debtor therein last above described with all the improvements thereon. The tax debtor or any person interested personally or as heir, legatee, creditor or otherwise, shall have the right to redeem the property for the period of three years from the date of filing of this tax sale certificate. The redemption may take place by paying the price given including costs and five percent penalty thereon with interest at the rate of one percent per month until the redemption.

IN TESTIMONY WHEREOF, I have hereunto signed my name officially at my office, Parish of St. Martin, Louisiana, in the presence of the two competent witnesses, who also signed on this 18th day of June, 2020

Witnesses:

Kristen G. Moody

Printed Name:

Leah LaGrange

Printed Name:

Ronald J. Theriot,

Sheriff and Ex-Officio Tax Collector

Parish of St. Martin, Louisiana

By: Andrea Pickney  
Chief Deputy Tax Collector

SCHAEFER REALTY HOLDINGS, L.L.C.  
2886 TUSCANIA LANE  
LEAGUE CITY, TX 77573

USPS CERTIFIED MAIL™

USPS CERTIFIED MAIL

Shirley Martin Parish  
Sheriff's Office  
PO Box 247  
Martinville, LA 70582-0247



9214 8901 1024 9220 0650 0389 12

FIRST-CLASS MAIL  
U.S. POSTAGE  
AND FEES  
PAID  
PEREGRINE

003891

1856

SCHAEFER REALTY HOLDINGS, L.L.C.  
2886 TUSCANIA LN  
LEAGUE CITY TX 77573-2384

WFF



NIXIE 773 FEB 13 2008 0003/20/20  
RETURN TO SENDER  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

UTF BC: 70582024747 \*0465-02690-09-07  
705820247

2022224

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

CASEY, CHRISTY

First VENDEE

SCHAEFER REALTY HOLDINGS LLC

Index Type : CONVEYANCE

Inst Number : 544470

Type of Document : REDEMPTION

Book : 1844      Page : 160

Recording Pages : 2

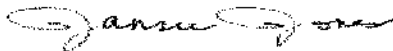
Recorded Information

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

On (Recorded Date) : 04/07/2021

At (Recorded Time) : 3:05:42PM



  
Deputy Clerk

Doc ID - 008070960002

CERTIFICATE OF REDEMPTION

STATE OF LOUISIANA

PARISH OF ST.MARTIN

Having this day received from LOUIS SCHAEFER, 154 LA RUE MALAGA, BROUSSARD, LA 70518  
in the amount of FOUR HUNDRED THREE AND 32/100 Dollars (\$403.32 ), being the full amount of  
taxes, costs, penalties and interest, plus any subsequently paid taxes, accruing from that certain tax sale on  
the 18TH day of JUNE, 2020 for the delinquent St. Martin Parish Sheriff's Office taxes for the  
2019-2020 year , assessed to SCHAEFER REALTY HOLDINGS, L.L.C. , covering tax sale title to that  
certain immovable property located in the parish described as:

-----PROPERTY DESCRIPTION-----  
.....Parcel 1960001662 .....

100 % OF THE WHOLE

Owner Pct:100%  
LOT: BEING LOT 12 OF SCHAEFER INDUSTRIAL PARK, PHASE 1A PER PLAT OF  
SURVEY #472193

which property was adjudicated at said tax sale to Christy Casey

The process verbal of the tax sale was recorded on 6/25/2020 BOOK 1826 PAGE 610 ENTRY 536509  
Conveyance Records of St Martin Parish, Louisiana.

NOW THEREFORE I, under the authority conferred on me by R.S. 47:2245 hereby certify said property as  
being redeemed to said tax debtor, SCHAEFER REALTY HOLDINGS, L.L.C. , or his successors in title,  
from any claims arising out of said tax sale.

DONE AND SIGNED at my office in St. Martinville, Louisiana this 7TH day of APRIL , 2021 .

ATTEST:

Leah LaGrange  
Leah LaGrange  
Printed Name

Kristen G. Moody  
Kristen G. Moody  
Printed Name

Andrea H. Pickney  
Chief Deputy Tax Collector  
Andrea H. Pickney  
Printed Name



## LED Partial Title Abstract

### St. Martin Parish

North Schaefer Site

Assessment Number 1960001758

Tax Number 382241

Section 23 T11S R5E

Lots 3 (2.580 ac), 4 (3.272 ac), 5 (2.514ac), 6 (3.159ac), 7 (2.688 ac), 8 (2.426 ac), of Schaefer Industrial Park, Phase 1A

**Dates Researched: September 26, 1960 – December 7, 2023**

### Current Ownership:

Schaefer Realty Holdings, LLC (100 %)

|                                 |                                          |
|---------------------------------|------------------------------------------|
|                                 |                                          |
| <b>Instrument 1</b>             | <b>Succession</b>                        |
| Entity Acquiring Property       | Rudolph LeBlanc and William Gober        |
| Owner of Property when Acquired | Clara David                              |
| Instrument Number               | 116159 Book 417 Page 139                 |
| Acreage/Lot #                   | As described under I. B.                 |
| Location                        | Section 23 T11S R5E                      |
| Date Acquired/Recorded          | 9/25/1960                                |
| Notes:                          |                                          |
|                                 |                                          |
| <b>Instrument 2</b>             | <b>Judgment of Possession</b>            |
| Entity Acquiring Property       | William Gober                            |
| Owner of Property when Acquired | Rudolph LeBlanc                          |
| Instrument Number               | 128828 Book 499 Page 31                  |
| Acreage/Lot #                   | Described under St. Martin Parish No. 1. |
| Location                        | Section 23 T11S R5E                      |
| Date Acquired/Recorded          | 5/22/1964                                |
| Notes:                          |                                          |
|                                 |                                          |
| <b>Instrument 3</b>             | <b>Warranty Deed</b>                     |
| Entity Acquiring Property       | The William Gober Revocable Living Trust |
| Owner of Property when Acquired | William Gober                            |
| Instrument Number               | 342919 Book 1372 Page 262                |
| Acreage/Lot #                   | Described in Deed                        |
| Location                        | Section 23 T11S R5E                      |
| Date Acquired/Recorded          | 9/3/2002                                 |
| Notes:                          |                                          |
|                                 |                                          |

|                                  |                                          |
|----------------------------------|------------------------------------------|
| <b>Instrument 4</b>              | <b>Extract of Trust</b>                  |
| Entity Acquiring Property        |                                          |
| Owner of Property when Acquired  | The William Gober Revocable Living Trust |
| Instrument Number                | 351626 Book 1385 Page 476                |
| Acreage/Lot #                    | Described in Extract of Trust            |
| Location                         | Section 23 T11S R5E                      |
| Date Acquired/Recorded           | 5/27/2003                                |
| Notes:                           |                                          |
|                                  |                                          |
| <b>Instrument 5</b>              | <b>Act of Transfer</b>                   |
| <b>Entity Acquiring Property</b> | William Gober                            |
| Owner of Property when Acquired  | The William Gober Revocable Living Trust |
| File Number                      | 352038 Book 1386 Page 043                |
| Acreage/Lot #                    | Described in Transfer                    |
| Location                         | Section 23 T11S R5E                      |
| Date Acquired/Recorded           | 6/6/2003                                 |
| Notes:                           |                                          |
|                                  |                                          |
| <b>Instrument 6</b>              | <b>Act of Transfer</b>                   |
| <b>Entity Acquiring Property</b> | Clara David, LLC                         |
| Owner of Property when Acquired  | William Gober                            |
| File Number                      | 352040 Book 1386 Page 048                |
| Acreage/Lot #                    | Described in Transfer                    |
| Location                         | Section 23 T11S R5E                      |
| Date Acquired/Recorded           | 6/6/2003                                 |
| Notes:                           |                                          |
|                                  |                                          |
| <b>Instrument 7</b>              | <b>Cash Sale</b>                         |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC            |
| Owner of Property when Acquired  | Clara David, LLC                         |
| File Number                      | 409572 Book 1494 Page 272                |
| Acreage/Lot #                    | Described in Sale                        |
| Location                         | Section 23 T11S R5E                      |
| Date Acquired/Recorded           | 4/3/2008                                 |
| Notes:                           | Plat Attached                            |
|                                  |                                          |
| <b>Instrument 8</b>              | <b>Building Restrictions</b>             |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC            |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC            |
| File Number                      | 472193 Book 1663 Page 354                |
| Acreage/Lot #                    | Lots 3,4, 5, 6, 7, 8, 13 and 14          |
| Location                         | Section 23 T11S R5E                      |
| Date Acquired/Recorded           | 11/8/2013                                |
| Notes:                           | Schaefer Industrial Park                 |

|                                  |                                               |
|----------------------------------|-----------------------------------------------|
|                                  |                                               |
| <b>Instrument 9</b>              | <b>Amendment to Restrictive Covenants</b>     |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC                 |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                 |
| File Number                      | 472928 Book 1665 Page 384                     |
| Acreage/Lot #                    | Lots 3,4, 5, 6, 7, 8, 13 and 14               |
| Location                         | Section 23 T11S R5E                           |
| Date Acquired/Recorded           | 12/9/2013                                     |
| Notes:                           | Schaefer Industrial Park                      |
|                                  |                                               |
| <b>Instrument 10</b>             | <b>Dedication</b>                             |
| <b>Entity Acquiring Property</b> | St. Martin Parish Government                  |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                 |
| File Number                      | 473098 Book 1666 Page 59                      |
| Acreage/Lot #                    | Forum Drive - Lots 3,4, 5, 6, 7, 8, 13 and 14 |
| Location                         | Section 23 T11S R5E                           |
| Date Acquired/Recorded           | 12/12/2013                                    |
| Notes:                           | Forum Drive                                   |
|                                  |                                               |
| <b>Instrument 11</b>             | <b>Tax Sale</b>                               |
| <b>Entity Acquiring Property</b> | Christy Casey                                 |
| Owner of Property when Acquired  | Schaefer Realty Holdings, LLC                 |
| File Number                      | 536511 Book 1826 Page 618                     |
| Acreage/Lot #                    | Lots 3,4, 5, 6, 7, 8, 13 and 14               |
| Location                         | Section 23 T11S R5E                           |
| Date Acquired/Recorded           | 6/25/2020                                     |
| Notes:                           | Redeemed                                      |
|                                  |                                               |
| <b>Instrument 12</b>             | <b>Redemption</b>                             |
| <b>Entity Acquiring Property</b> | Schaefer Realty Holdings, LLC                 |
| Owner of Property when Acquired  | Christy Casey                                 |
| File Number                      | 544467 Book 1844 Page 154                     |
| Acreage/Lot #                    | Lots 3,4, 5, 6, 7, 8, 13 and 14               |
| Location                         | Section 23 T11S R5E                           |
| Date Acquired/Recorded           | 4/7/2021                                      |
| Notes:                           | Redemption                                    |

### Sell Offs After Purchase

| Instrument 13                   | Sale                                 |
|---------------------------------|--------------------------------------|
| Entity Acquiring Property       | Peak NDT Solutions, LLC              |
| Owner of Property when Acquired | Schaefer Realty Holdings, LLC        |
| File Number                     | 561653 Book 1885 Page 770            |
| Acreage/Lot #                   | Lots 13 (2.446 ac) and 14 (2.632 ac) |
| Location                        | Section 23 T11S R5E                  |
| Date Acquired/Recorded          | 1/24/2023                            |
| Notes:                          | Sell Off                             |

### Mortgages/Liens

|                      |         |
|----------------------|---------|
| Mortgage Certificate | Unknown |
|                      |         |

### Maps/Plats Provided

|                                                                                                                              |                    |
|------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Map – Lots 3 (2.580 ac), 4 (3.272 ac), 5 (2.514ac), 6 (3.159ac), 7 (2.688 ac), 8 (2.426 ac), 13 (2.446 ac) and 14 (2.632 ac) | Map File #: 472193 |
|------------------------------------------------------------------------------------------------------------------------------|--------------------|

### Ownership Names Researched

| Name                                    | Dates Researched                   |
|-----------------------------------------|------------------------------------|
| Rudolph P. LeBlanc                      | September 26, 1960 to May 22, 1964 |
| William F. Gober                        | September 26, 1960 to June 6, 2003 |
| William F. Gober Revocable Living Trust | September 3, 2002 to June 6, 2003  |
| Clara David, LLC                        | June 6, 2003 to April 3, 2008      |
| Schaefer Realty Holdings, LLC           | April 3, 2008 to Present           |

### Tax Information

|                    |                                                                                 |
|--------------------|---------------------------------------------------------------------------------|
| Parish             | St. Martin Parish                                                               |
| Tax Year           | 2022                                                                            |
| Assessed Ownership | Schaefer Realty Holdings, LLC                                                   |
| Assessment Number  | 1960001758                                                                      |
| Municipal Address  | N/A                                                                             |
| Mailing Address    | 167 Bayou Boeuf Road, Morgan City, LA 70380 or 12 Austin Drive, Houma, LA 70360 |

**St. Martin Parish - Tax Notice Inquiry****10/31/2023 2:27:19 PM****Tax Notice#** 382241**Tax Year** 2022**Taxpayer**

SCHAEFER REALTY HOLDINGS, L.L.C.

C/O LOUIS SCHAEFER

\*\*\* BAYOU BOEUF ROAD

MORGAN CITY LA \*\*\*\*\*

---

| <b>Taxes</b> | <b>Interest</b> | <b>Cost</b> | <b>Other</b> | <b>Paid</b> | <b>Balance</b> |
|--------------|-----------------|-------------|--------------|-------------|----------------|
| 56.84        | 1.14            | 0.00        | 0.00         | 57.98       | 0.00           |

---

**Legal**

Owner Pct:100%

LOT: BEING LOTS 3, 4, 5, 6, 7, 8, 13 & 14 OF  
SCHAEFER INDUSTRIAL PARK, PHASE 1B PER PLAT  
OF SURVEY #472193 COB: 52-590-26877 169-337-  
68294 417-139-116159 499-031-128828 1372-262-  
342939 1386-043-352038 1386-048-352040 1494-272-  
409572 1536-769-424505 1625-244-458240 1663-354-  
472193 1665-384-472938 1826-618-536511 1844-154-  
544467

---

**Parcels**

---

| <b>Parcel#</b> | <b>Address</b> | <b>% Tax</b> |
|----------------|----------------|--------------|
| 1960001758     | 0              | 100.0000     |

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**History**

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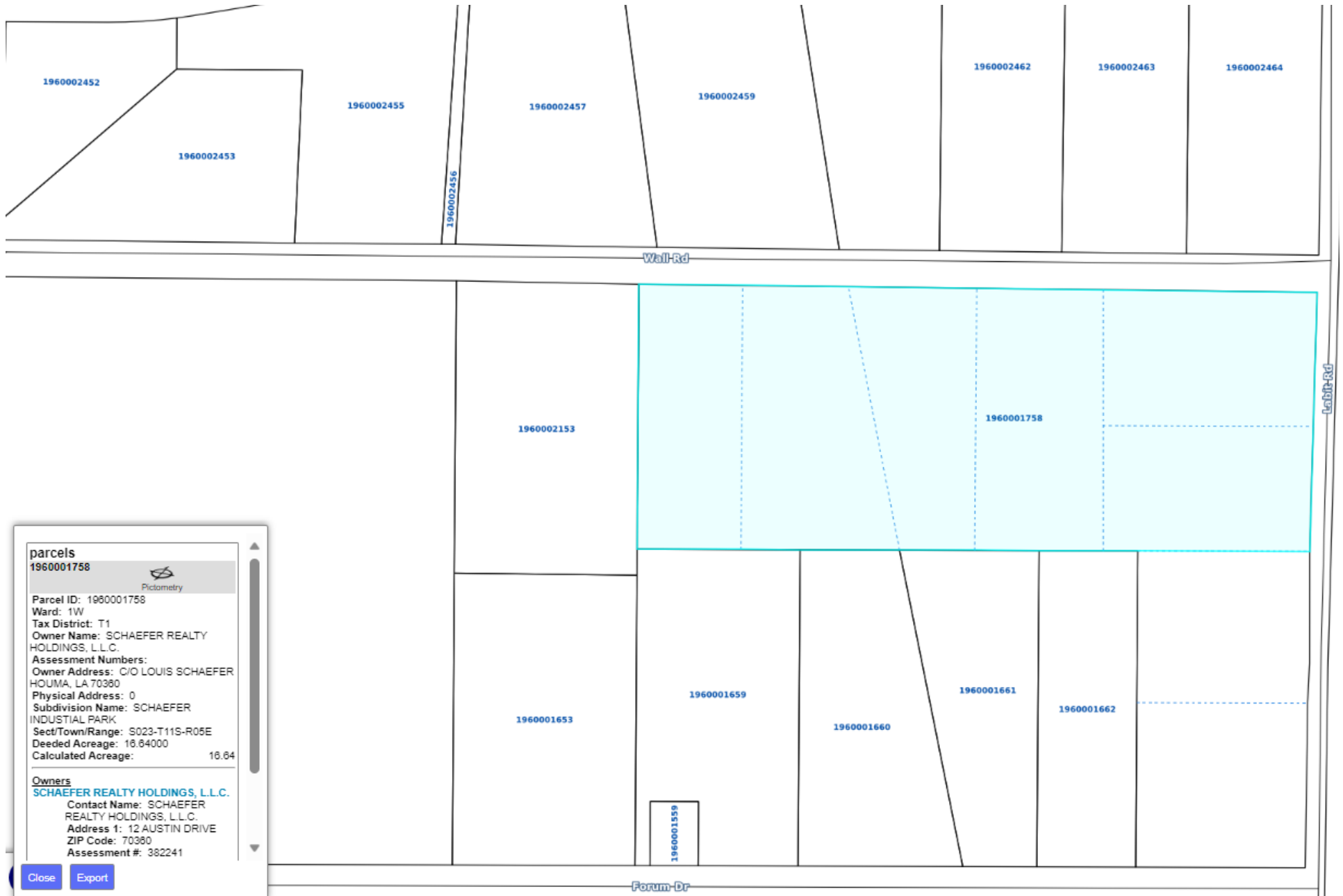
| <b>Date</b> | <b>Description</b> | <b>Amount</b> |
|-------------|--------------------|---------------|
| 10/20/2022  | ORIGINAL TAXES     | 56.84         |
| 1/15/2023   | PAYMENT            | -56.84        |
| 1/15/2023   | INTEREST CHARGE    | 1.14          |

---

| Date      | Description      | Amount |
|-----------|------------------|--------|
| 1/15/2023 | INTEREST PAYMENT | -1.14  |

Items

| Class                 | Value | Units | Homestead |
|-----------------------|-------|-------|-----------|
| AGRICULTURE CLASS III | 550   | 22.00 | 0         |





139

139

RECORDED IN CONVEYANCE  
BOOK 417 FOLIO 139

RECORDED

116159

1960 SEP 26 AM 10:28

*William B. Thibault*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

116159

SUCCESSION OF

SIXTEENTH JUDICIAL DISTRICT COURT

CLARA DAVID

PARISH OF ST. MARTIN

PROBATE NO. 6074

STATE OF LOUISIANA

J U D G M E N T

On considering the petition of RUDOLPH P. LeBLANC and WILLIAM FRANK GOBER praying to be recognized as legatee and heir respectively, of the late Clara David, and as such placed in the ownership and possession of all property, real, personal or mixed and wherever situated entering the estate of the decedent in accordance with the terms of her last will and testament and in accordance with the laws of descent and distribution; it having been proven that Clara David was married but once and then to Rudolph P. LeBlanc of which union one and only one child was born, namely Anita (Quanita) LeBlanc; it having been further shown that Clara David departed this life testate at her domicile in the Parish of St. Martin, Louisiana on the 2nd day of June, 1960; it having been proven that the last will and testament of the late Clara David was duly admitted to probate and ordered registered and executed by order of this Honorable Court, dated September 26, 1960; and upon it being shown that all of the property of which the said Clara David died possessed was her separate and paraphernal property she either having acquired it by inheritance from her mother, Bazille Babineaux or subsequent to that certain judgment decreeing a separation of property and dissolution of the community of acquets and gains theretofore existing between her and her husband, Rudolph P. LeBlanc, which was rendered on the 26th day of October, 1942, in the matter entitled Mrs. Clara David vs. Rudolph P. LeBlanc, No. 14011 of the Civil Docket of the Sixteenth Judicial District Court in and for the Parish of St. Martin, Louisiana; and upon it being further shown that by the terms of her said last will

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2.

and testament Clara David bequeathed to her husband, Rudolph P. LeBlanc, an undivided one-half interest in and to all property, real, personal or mixed and wherever situated, of which she died possessed, together with the usufruct for the duration of his natural life in and to the remaining one-half of the said property; and upon it being shown that by the terms of the said last will and testament, Clara David bequeathed to her daughter, Anita (Quanita) LeBlanc an undivided one-half interest in and to all property, real, personal or mixed, and wherever situated subject to the usufruct given to Rudolph P. LeBlanc; and upon it being further shown that the said Anita (Quanita) LeBlanc was married twice, first to Travis Aillet, from whom she was legally divorced, during which union no children were born and none adopted, and secondly to George Gober of which union one and only one child was born and none adopted, namely William Frank Gober; and finally upon it being shown that the said Anita (Quanita) LeBlanc died intestate at her domicile in the Parish of Iberia, on the 20th day of November, 1953; and upon it being shown that there is no necessity for an administration of this estate for the reason that all debts due by the Succession of Clara David have either already been paid or that Rudolph P. LeBlanc and William Frank Gober have obligated themselves to pay the same; and finally upon it being shown that all Inheritance Taxes due the State of Louisiana have been fully paid:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the appointment of RUDOLPH P. LeBLANC as testamentary administrator of the Succession of Clara David be and the same is hereby dispensed with as being unnecessary.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that RUDOLPH P. LeBLANC, as legatee under the terms of the last will and testament of Clara David, be and he is hereby recognized as owner and placed in the possession of an undivided one-half interest in and

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3.

to all property, real, personal or mixed and wherever situated of which the decedent died possessed and which is more particularly described hereinbelow, together with the usufruct for the duration of his natural life in and to the remaining one-half of the said property; and that WILLIAM FRANK GOBER, be and he is hereby recognized as sole and only heir of Clara David and as such placed in the ownership and possession of an undivided one-half interest in and to all property, real, personal or mixed and wherever situated of which the decedent died possessed, subject to the usufruct in favor of Rudolph P. LeBlanc, which property is more particularly described as follows:

I. REAL ESTATE

(A.) That certain tract or parcel of land, together with all improvements including the wooden frame dwelling house, barns and other structures appertaining thereto and situated thereon, in the First Ward of St. Martin Parish, Louisiana, designated on the official plat as NE $\frac{1}{4}$  of Section 23, Township 11 South, Range 5 East, containing 148 acres more or less in superficial area, and which is bounded by lands owned now or formerly as follows: North by George Ackal, South by Willis Freemin, Anatole Freemin and Vazin Viator; East by Public Gravel Road and West by Levoda (Livaudais) Freemin.

Being a portion of the same property inherited by Clara David LeBlanc in the succession of her mother, Bazillie Babineaux, per Judgment of Possession rendered in Probate Matter No. 4803 of St. Martin Parish, Louisiana, recorded in Book 169, Folio 337, under Entry No. 68294 of the Conveyance Records of said Parish and State.

(B.) That certain lot of ground situated within the Corporate limits of the City of New Iberia, Parish of Iberia, Louisiana, in the Lees Addition to said City, together with the wooden frame house and all other improvements situated thereon, which lot measures 51 feet front on East Main Street by 125 feet in depth and which is bounded now or formerly as follows: North by Phillips Street, South by Lot No. 3, East by Muller and Broussard formerly, now assigns, and West by Main Street. Being a portion of the same property inherited by Clara David LeBlanc in the Succession of her mother, Bazillie Babineaux, per Judgment of Possession rendered in Probate Matter No. 4803 of St. Martin Parish, Louisiana, re-

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4.

corded in Book 169, at Folio 337, under Entry No. 68294 of the Conveyance Records of said Parish and State; and in Book \_\_\_\_\_, at Folio \_\_\_\_\_, under Entry No. \_\_\_\_\_ of the Conveyance Records of Iberia Parish, Louisiana.

## II. PERSONAL PROPERTY

A lot of miscellaneous used furniture, and household furnishings, including kitchen stove and refrigerator, beds, chairs, tables and the like located within the residence situated on the 148 acre tract of land in St. Martin Parish, Louisiana, first above described.

## III. OTHER PERSONAL PROPERTY

(A.) The sum of \$536.47 on deposit in a checking account in American Bank & Trust Company, Lafayette, Louisiana, in the name of Clara D. LeBlanc.

(B.) The sum of \$2,975.67 on deposit in a savings account in American Bank & Trust Co., Lafayette, Louisiana, in the name of Clara D. LeBlanc.

(C.) The sum of \$1, 599.95 on deposit in a checking account in The Peoples National Bank of New Iberia, Louisiana.

FINALLY, IT IS ORDERED, ADJUDGED AND DECREED that any bank, banker or trust company, warehouseman or depository, and any persons, corporations or partnerships having on deposit or in possession or control of any monies, credits, goods or things and rights of value belonging to said decedent, or in which he may have an interest, and any corporation, the stock or registered bonds of which were owned by the said decedent, shall deliver and transfer said monies, credits, stocks, bonds or other things or rights of value, in the proportions hereinabove set forth, to RUDOLPH P. LeBLANC and WILLIAM FRANK GOBER, herein recognized as legatee and sole and only heir, respectively of the decedent, Clara David.

JUDGMENT READ, RENDERED AND SIGNED IN CHAMBERS at St. Martinville, Louisiana, this 28 day of September, 1960.

RECEIVED AND FILED

Sept. 28 1960  
*W. A. Bourgeois*  
 DEPUTY CLERK OF COURT

*Rene H. Houd*  
 JUDGE

RECORDED IN CONVEYANCE  
BOOK 499 FOLIO 31

RECORDED

128828

24 MAY 22 AM 11:20  
*James A. Hunt*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

128828

SUCCESSION OF SIXTEENTH JUDICIAL DISTRICT COURT  
RUDOLPH P. LEBLANC PARISH OF ST. MARTIN  
PROBATE NO. 6477 STATE OF LOUISIANA

JUDGMENT OF POSSESSION

On considering the petition of WILLIAM FRANK GOBER, of age and a resident of the Parish of St. Martin, State of Louisiana, praying to be recognized as the sole and only heir of Rudolph P. LeBlanc and as such to be placed in possession, as owner, of all property belonging to his estate; it having been shown that Rudolph P. LeBlanc, widower of Clara David, departed this life intestate in the City of Lafayette, Louisiana, while domiciled in the Parish of St. Martin, Louisiana, on the 22nd day of April, 1964, and that the decedent was married but once and then to Clara David, of which union one and only one child was born, none being adopted, namely Anita (Quanita) LeBlanc, who died intestate at her domicile in the Parish of Iberia, Louisiana, on the 20th day of November, 1953; it having been further shown that the said Anita (Quanita) LeBlanc was married twice, firstly to Travis Aillet, from whom she was legally divorced during which union no children were born and none adopted, and that she was married secondly to William George Gober, of which union one and only one child was born and none adopted, namely, William Frank Gober, petitioner; it having been further shown that by Judgment of Possession rendered on the 28th day of September, 1960 in the Succession of Clara David, wife of Rudolph P. LeBlanc, Probate No. 6074 of the Sixteenth Judicial District Court in and for the Parish of St. Martin, Louisiana, Rudolph P. LeBlanc, decedent herein, was recognized as owner and placed in possession of an undivided one-half interest in and to all property of which the said Clara David died possessed,

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together with the usufruct for the duration of his natural life in and to the remaining one-half of the said property; and that William Frank Gober, petitioner, was recognized as the sole and only heir of Clara David and as such he was placed in possession of an undivided one-half interest in and to all property of which the said Clara David died possessed, subject to the usufruct in favor of Rudolph P. LeBlanc; it having been shown that there are no debts due by this succession and that all inheritance taxes due the State of Louisiana by William Frank Gober have been paid:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that an administration of this estate be and it is hereby dispensed with.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that WILLIAM FRANK GOBER be and he is hereby recognized as the sole and only heir of Rudolph P. LeBlanc, deceased, and as such he is hereby placed in possession, as owner, of all property, real, personal or mixed, and wherever situated, of which the decedent died possessed, being particularly, but not necessarily exclusively, the following described property, to-wit:

PROPERTY SITUATED IN IBERIA PARISH, LOUISIANA

1. That certain lot of ground situated within the corporate limits of the City of New Iberia, Louisiana, in the Lees Addition to said city, together with the wooden frame house and all other improvements situated thereon, which lot measures 51 feet front on East Main Street by 125 feet in depth and which is bounded now or formerly as follows: North by Phillips Street, South by Lot No. 3, East by Muller and Broussard, formerly, now assigns, and West by Main Street. Being the same property acquired by Rudolph P. LeBlanc and William Frank Gober by Judgment of Possession rendered in the Succession of Clara David LeBlanc, Probate No. 6074 of the Sixteenth Judicial District Court in and for the Parish of St. Martin, Louisiana, recorded in Book 379, folio 139, under Entry No. 116981 of the Conveyance Records of Iberia Parish, Louisiana.
2. A certain sum of money on deposit in a Savings Account styled "R. P. LeBlanc" in the Peoples National

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Bank of New Iberia, Louisiana.

PROPERTY SITUATED IN ST. MARTIN PARISH, LA.

1. That certain tract or parcel of land, together with all improvements situated thereon and appertaining thereto, being the NE/4 of Section 23, Township 11 South, Range 5 East, containing 161.10 acres, more or less, and being situated in the Southwestern Land District of St. Martin Parish, Louisiana.

For title see: Act of Donation from Bazille Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899 in Book 52, Folio 590, under Entry No. 26877 of the Conveyance Records of St. Martin Parish, Louisiana; Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, Folio 337, under Entry No. 68294 of the aforesaid Conveyance Records; and Judgment of Possession dated September 28, 1960, recorded September 28, 1960, in Book 417, Folio 139, under Entry No. 116159 of the aforesaid Conveyance Records.

2. One 1956 Ford Victoria Automobile, bearing Motor No. M6MV126718, Louisiana 1964-65 License Plate 21-C-798.

3. Shares Nos. 032770 and 041538 - Southdown, Inc., a Louisiana corporation.

PROPERTY SITUATED IN LAFAYETTE PARISH, LA.

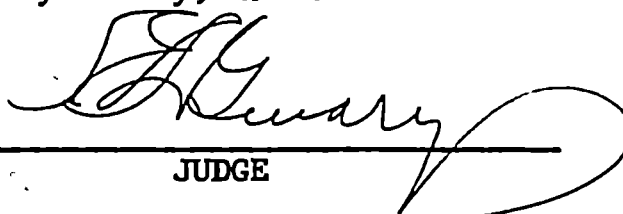
1. A certain sum of money on deposit in a checking account in the name of Rudolph P. LeBlanc in American Bank and Trust Company, Lafayette, Louisiana.

FINALLY, IT IS ORDERED, ADJUDGED AND DECREED that any bank, banker or trust company, warehouseman or depository, and any persons, corporations or partnerships having on deposit or in their possession or control any monies, credits, goods or things and rights of value belonging to Rudolph P. LeBlanc, decedent, or in which he may have an interest, and any corporation, the stock or registered bonds of which were owned by the said decedent, shall deliver and transfer said monies, credits, stocks, bonds or other things or rights of value to WILLIAM FRANK GOBER, herein recognized as the sole and only heir

of Rudolph P. LeBlanc.

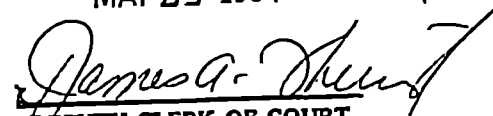
34

JUDGMENT READ, RENDERED AND SIGNED, IN CHAMBERS, at St.  
Martinville, Louisiana, this 22nd day of May, 1964.

  
JUDGE

RECEIVED AND FILED .

MAY 22 1964

  
DEPUTY CLERK OF COURT

Prepared by: **CONVEYANCE**  
 JULIE EASON SMITH, P.A., Attorney  
 2060 White Springs Boulevard  
 Oviedo, Florida 32765

Return to: **WAME**  
 Parcel I.D. No.:

**262**

**342939**

ALLEN COUNTY  
 CLERK  
 ST. MARTIN PARISH, LA.

02 SEP -3 AM 12:43

*Kelli P. Reneau*  
 DEPUTY CLERK

**WARRANTY DEED**

**THIS WARRANTY DEED**, executed this 21<sup>st</sup> day of June, 2002, by **WILLIAM F. GOBER**, a single man, of the County of Lake and State of Florida, **Grantor**, and **WILLIAM F. GOBER**, as Trustee of **THE WILLIAM F. GOBER REVOCABLE LIVING TRUST** dated the 10th day of May, 2002, whose permanent address is 2111 Braxton Street, Clermont, Florida 34711, County of Lake and State of Florida, **Grantee**.

**WITNESSETH**, that the said Grantor, for and in consideration of the sum of Ten Thousand Dollars (\$10,000.00) and other valuable consideration, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns forever, all the right, title interest, claim and demand which the said Grantor has in and to the following described land, situate, lying and being in **St. Martin Parish, Louisiana**, to wit:

**NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.**

**For title, see Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877; Conveyance Records of St. Martin parish, LA.; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the conveyance Records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.**

and said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. Where used herein the terms Grantor, Grantee and Trustee shall be construed as singular or plural as the context requires.

**GRANTOR AFFIRMS THAT THE PROPERTY DESCRIBED HEREIN IS NOT HOMESTEAD PROPERTY.**

If the initial Trustee, **WILLIAM F. GOBER**, cannot continue to serve as Trustee for any reason, then **YVONNE G. LORAH** shall serve as Successor Trustee. If **YVONNE G. LORAH** cannot continue to serve as Successor Trustee for any reason, then **MARK RUDOLPH GOBER** shall serve as alternate Successor Trustee.

CONVEYANCE  
BOOK PAGE  
1372 263

All Successor Trustees are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

The powers of the Trustees and all Successor Trustees shall extend to any and all rights which the Grantor possess in the above described real property; any deed, mortgage, or other instrument executed by the Trustee shall convey all rights or interests of the Grantor including homestead; and the Trustee is appointed as the attorney-in-fact for the Grantor to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the Grantor.

Any person dealing with the Trustee shall deal with said Trustee in the order as set forth above. However, no person shall deal with a Successor Trustee until one or more of the following have been received by said person or placed of record in the aforementioned county:

- A. The written resignation of the prior Trustee sworn to and acknowledged before a notary public.
- B. A certified death certificate of the prior Trustee.
- C. The order of a court of competent jurisdiction adjudicating the prior Trustee incompetent, or removing said Trustee for any reason.
- D. The written certificates of two licensed physicians not related by blood or marriage to the Grantor or any beneficiary of The William F. Gober Revocable Living Trust dated the 10th day of May, 2002, that the Trustee is unable to manage his or her own affairs or is physically or mentally incapable of discharging the duties of Trustee.
- E. The written removal of a Successor Trustee and/or the appointment of an additional Successor Trustee by the Grantor sworn to and acknowledged before a notary public; this right being reserved to Grantor, **WILLIAM F. GOBER**.

This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes for the year 2002 and subsequent years, and all mortgages of record which the Grantee herein assumes and agree to pay.

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee, his heirs and assigns forever.

CONVEYANCE  
BOOK PAGE  
1372 264

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Sonya Bryant

William F. Gober

Witness Signature

Sonya Bryant

Witness Printed Name

Robert E. Gorton

**WILLIAM F. GOBER, Grantor**  
2111 Braxton Street  
Clermont, Florida 34711

Witness Signature

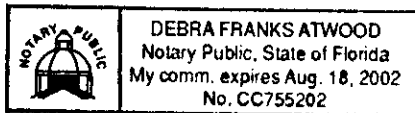
ROBERT E GORTON

Witness Printed Name

STATE OF FLORIDA :  
COUNTY OF LAKE :

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **WILLIAM F. GOBER, a single man**, who produced a valid Florida Driver's License as identification and who executed the foregoing instrument and acknowledged to and before me that he executed the same.

WITNESS my hand and official seal this 21 day of June, 2002.



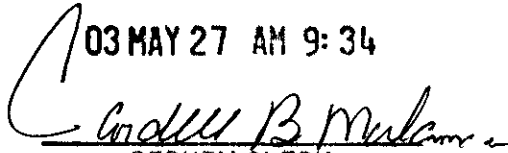
Debra Franks Atwood  
NOTARY NAME: Debra Franks Atwood  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: Aug 18, 2002

N.B. This deed has been prepared at the Grantor's request without examination or legal opinion of title.

351626

ALLEN BLANCHARD, SR.  
CLERK OF COURT  
ST. MARTIN PARISH, LA

03 MAY 27 AM 9:34

  
DEPUTY CLERK

**EXTRACT OF TRUST OF THE  
THE WILLIAM F. GOBER REVOCABLE LIVING TRUST  
DATED MAY 10, 2002  
PURSUANT TO LA. R.S. 9:2262.2**

STATE OF FLORIDA

COUNTY OF SEMINOLE

Pursuant to La. R. S. 9:2262.2, and duly acknowledged, the William F. Gober, Grantor and Trustee of The William F. Gober Revocable Living Trust dated May 10, 2002, hereby files this Extract of Trust providing the following information:

1. Suggested Registration. The suggested registration of assets is:

William F. Gober, as Trustee  
or his successor in trust, of  
The William F. Gober Revocable Living Trust  
Dated May 10, 2002

Abbreviated forms of registration are permissible. On bank accounts, the word "or" may be used to separate any Trustees names. Other financial institutions and third persons dealing with Trustees may use the word "or" to separate the names of the subsequent Trustees as evidencing the independent signature powers granted by paragraph 4. below.

2. Tax Identification. The current tax identification for the Trust is [REDACTED].

3. Investment Powers. The Trustee and his successors are not limited in their investment powers and have the same authority to purchase or sell any investment as an individual possesses in the management of his or her own affairs. Said powers without limitation include the power to buy, sell, hold, transfer, or exercise any ownership rights in any asset for the Trust by executing any appropriate document, or by an oral demand to buy or sell a security; to maintain, deposit to or withdraw from any bank, brokerage or mutual fund account (including margin accounts), and to sign checks or drafts on any such account; to purchase or exercise rights in any life insurance or annuity contracts; and to borrow and pledge any Trust asset as security.

4. Any Current Trustee May Sign. Any current Trustee shall have the power to transact Trust business on his/her sole signature and any person shall accept any Trustee's signature on any

document as binding the Trust. If necessary, a Trustee is authorized to sign the name of the other Trustee on any documents and any financial institution may rely upon this certificate in issuing a signature guarantee.

5. Successor Trustees. If William F. Gober cannot continue to serve as Trustee for any reason, the Successor Trustee shall be Yvonne G. Lorah. If Yvonne G. Lorah cannot continue to serve as Trustee for any reason, the alternate Successor Trustee shall be Mark Rudolph Gober.
6. Dealing with Successor Trustees. Anyone shall deal with a Successor Trustee upon receiving written notice of the death, incapacity, resignation, or removal of the prior Trustee. Incapacity shall be deemed present if the written notice states a legal disability or if two licensed physicians not related by blood or marriage to the Grantor or any beneficiary of this Trust certify that a Trustee is unable to manage his or her own affairs; however, said Trustee may resume his or her duties if the legal disability is removed or two licensed physicians not related by blood or marriage to the Grantor or any beneficiary of this Trust certify to his or her rehabilitation. Removal and substitution of Trustees is a power reserved by the Grantor.
7. Authorized Signer. Either Grantor or any Trustee shall have the power to designate any agent as having the authority to sign on any bank, savings and loan, brokerage, mutual fund, or other account held by the Trust. Said authorized signer may be a Successor Trustee that has not yet assumed the duties of Trustee. Said agent shall act in a fiduciary capacity and shall be accountable to the Trust; however, any financial institution or other third person who deals with the authorized signer may rely upon all actions taken by the authorized signer as binding the Trust without inquiry. The authority granted to the authorized signer shall survive the Grantor, but may be revoked by the Trustee.
8. Protection of Persons Dealing with the Trustee. Any person who is in possession of a photocopy of this certificate may in good faith rely upon the information it contains and shall not be liable to the Grantor, any Trustee, or beneficiary for reliance upon the information contained in this certificate. Further, any person shall assume the authority of the Trustee to act, need not see the application of any money or property delivered to the Trustee, and shall not require the approval of the Grantor, any beneficiary, or any court to any transaction.
9. Additional Certification. Any person may rely upon the certification of any Trustee as to matters which are not contained in this certificate, including a further enumeration of Trustee powers.
10. Notice. No financial institution or other third person who uses this certificate shall be charged with notice of any event upon which the use of this certificate depends unless said notice is in writing and until the notice is delivered to said person.
11. Property Description. The description of the immovable property subject to the Trust is attached hereto as Exhibit A.

CONVEYANCE  
BOOK PAGE  
1385 478

Executed, this 21<sup>st</sup> day of June, 2002.

  
William F. Gober, Grantor and  
Trustee of The William F. Gober  
Revocable Living Trust dated  
May 10, 2002

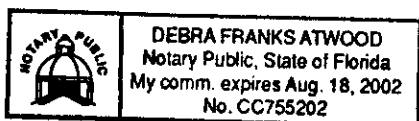
ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF ~~SEMINOLE~~ LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared: **WILLIAM F. GOBER**, a single man, who produced a valid Florida driver's license as identification and who executed the foregoing instrument and acknowledged to and before me that he executed the same.

Witness my hand and official seal this 21 day of June, 2002.



Debra Franks Atwood  
Notary Name: Debra Franks Atwood  
State of Florida  
By Commission Expires: Aug 18, 2002

CONVEYANCE  
BOOK PAGE  
1385 480

**EXHIBIT "A"**

NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.

For title, see Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877; Conveyance Records of St. Martin Parish, LA; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the conveyance records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.

CONVEYANCE  
PAGEALLEN BLANCHARD, SR.  
CLERK OF COURT  
ST. MARTIN PARISH, LA

1386

043

352038

03 JUN -6 AM 9:55

## ACT OF TRANSFER

  
DEPUTY CLERK

For Ten Dollars (\$10.00) and other good and valuable consideration, this Act of Transfer

is made effective on this 7<sup>th</sup> day of May, 2003, before the undersigned Notaries Public, duly commissioned and qualified in and for their respective State and County, and in the presence of the undersigned competent witnesses, personally came and appeared:

**THE WILLIAM F. GOBER REVOCABLE LIVING TRUST**, dated May 10, 2002, (S.S.No. [REDACTED]), herein represented by its undersigned and duly authorized trustee, William F. Gober, with a mailing address of 10743 Versailles Boulevard, Clermont, Florida 34711 (hereinafter referred to as the "**TRANSFEROR**"),

who declared that it does hereby transfer, convey, assign, abandon, contribute and deliver all of its right, title and interest in and to the immovable property described hereinbelow, with full warranty of title and subrogation to all rights and actions of warranty **TRANSFEROR** may have, unto:

**WILLIAM F. GOBER** (S.S.No. [REDACTED]), a resident of lawful age of the County of Lake, State of Florida, with a mailing address of 10743 Versailles Boulevard, Clermont, Florida 34711 (hereinafter referred to as the "**TRANSFeree**"),

the following described property, the possession and delivery of which **TRANSFeree** hereby acknowledges:

NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.

Being the same property acquired by previous owners in Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 1898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877, Conveyance Records of St. Martin Parish, LA; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the Conveyance Records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida,  
in the presence of me, Notary, and the undersigned competent witnesses who have signed in the  
presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

**WITNESSES:**

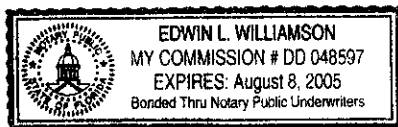
*Jo Anne D. Parks*  
Jo Anne D. Parks

*Karen F. Rivett*  
Karen F. Rivett

**TRANSFeree:**

*William F. Gober*  
William F. Gober

*Edwin L. Williamson*  
Notary Public



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

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 2003 will be pro-rated and paid by Transferee.

It is not the intention of the parties hereto to create a vendor's lien or resolutory condition and if any shall be deemed to have been created it is expressly waived and renounced by the parties hereto.

All agreements and stipulations herein contained and all the obligations herein assumed shall insure to the benefit and be binding upon the heirs, successors, and assigns of the respective parties and the **TRANSFeree**, its successors and assigns shall have and hold the described property in full ownership.

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

**WITNESSES:**

**TRANSFEROR:**

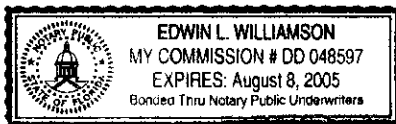
**THE WILLIAM F. GOBER  
REVOCABLE LIVING TRUST**

Jo Anne D. Parks  
Jo Anne D. Parks

By: William F. Gober  
William F. Gober, Trustee

Karen F. Rivett  
Karen F. Rivett

Edwin L. Williamson  
Notary Public



CONVEYANCE  
BOOK PAGE  
1386 048

ALLEN BLANCHARD, SR.  
CLERK OF COURT  
ST. MARTIN PARISH, LA

352040

03 JUN -6 AM 10: 01

ACT OF TRANSFER

*Kelli Romero*  
DEPUTY CLERK

For Ten Dollars (\$10.00) and other good and valuable consideration, this Act of Transfer is made effective on this 7<sup>th</sup> day of May 2003, before the undersigned Notaries Public, duly commissioned and qualified in and for their respective State and County, and in the presence of the undersigned competent witnesses, personally came and appeared:

**WILLIAM F. GOBER** (S.S.No. [REDACTED]), a resident of lawful age of the County of Lake, State of Florida, with a mailing address of 10743 Versailles Boulevard, Clermont, Florida 34711 (hereinafter referred to as the "TRANSFEROR"),

who declared that he holds one hundred (100%) percent of the membership interest in Clara David, L.L.C., as an additional contribution to the capital of Clara David, L.L.C., he does hereby transfer, convey, assign, abandon, contribute and deliver all of his right, title and interest in and to the immovable property described herein below, with full warranty of title and subrogation to all rights and actions of warranty **TRANSFEROR** may have, unto:

**CLARA DAVID, LLC.**, a Florida limited liability company, (Tax I.D. No. 56-2350459) with its registered office located at 10743 Versailles Boulevard, Clermont, Florida 34711, represented herein by its duly authorized manager, Yvonne Lorah (hereinafter referred to as the "TRANSFeree"),

the following described property, the possession and delivery of which **TRANSFeree** hereby acknowledges:

NE/4, Section 23, Township 11 South, Range 5 East, situated in the Southwestern Land District, St. Martin Parish, Louisiana.

Being the same property acquired by previous owners in Act of Donation from Bazilie Babineaux to Clara David, wife of Rudolph P. LeBlanc, dated December 20, 898 and recorded January 19, 1899, in Book 52, folio 590, under Entry No. 26877, Coveyance Records of St. Martin Parish, LA; and Judgment of Possession dated October 5, 1942, recorded October 5, 1942, in Book 169, folio 337, Entry No. 68294, of the Conveyance Records of St. Martin Parish, Louisiana, and Judgment of Possession dated September 28, 1960, recorded in Book 417, folio 139, Entry No. 116159, Conveyance Records of St. Martin Parish, LA.

CONVEYANCE  
BOOK PAGE  
1386 049

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

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 2003 will be pro-rated and paid by Transferee.

It is not the intention of the parties hereto to create a vendor's lien or resolutory condition and if any shall be deemed to have been created it is expressly waived and renounced by the parties hereto.

All agreements and stipulations herein contained and all the obligations herein assumed shall insure to the benefit and be binding upon the heirs, successors, and assigns of the respective parties and the **TRANSFEE**, its successors and assigns shall have and hold the described property in full ownership.

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

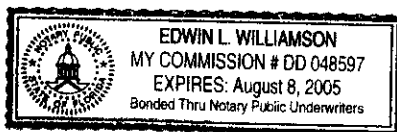
**WITNESSES:**

Jo Anne D. Parks  
Jo Anne D. Parks  
Karen F. Rivett  
Karen F. Rivett

**TRANSFEROR:**

William F. Gober  
William F. Gober

Edwin L. Williamson  
Notary Public



CONVEYANCE  
BOOK PAGE  
1386 050

Thus done, read and passed at my office in Orlando, County of Orange, State of Florida,  
in the presence of me, Notary, and the undersigned competent witnesses who have signed in the  
presence of the parties and me, Notary, on this 7<sup>th</sup> day of May, 2003.

WITNESSES:

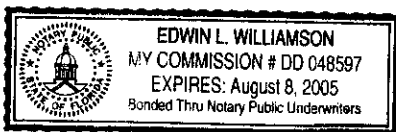
Jo Anne D. Parks  
Jo Anne D. Parks

Karen F. Rivett  
Karen F. Rivett

TRANSFeree:

Yvonne Lorah  
Yvonne Lorah, Manager

Edwin L. Williamson  
Notary Public



# St. Martin Parish Recording Page

Allen Blanchard, Sr  
CLERK OF COURT  
PO BOX 308  
St Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

CLARA DAVID LLC

**First VENDEE**

SCHAEFER REALTY HOLDINGS LLC

**Index Type :** Conveyance

**Inst Number :** 409572

**Type of Document :** Cash Sale & Plat

**Book :** 1494

**Page :** 272

**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 St. Martin Parish, Louisiana

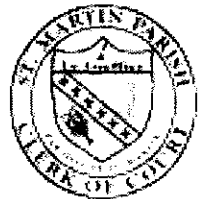
On (Recorded Date) : 04/03/2008

At (Recorded Time) : 12:30:51PM



Doc ID - 004012640008

Deputy Clerk



Do not Detach this Recording Page from Original Document

**CASH SALE**

**BE IT KNOWN**, that on this **2nd** day of **April, 2008**, before me, the undersigned Notary Public, duly commissioned and qualified as such, personally came and appeared:

**CLARA DAVID, L.L.C., a Florida limited liability company, being represented herein by Yvonne Lorah, its duly authorized representative, pursuant to the authority attached hereto,**

who declared that for the consideration hereinafter mentioned it does by these presents, sell, transfer and deliver with limited guarantee of title for Seller's own acts but free from all encumbrances and with subrogation to all of its rights and actions of warranty against previous owners, unto:

**SCHAEFER REALTY HOLDINGS, L.L.C., a Texas limited liability company, being represented herein by Josh Koch, its duly authorized representative, whose mailing address is 2210 Twin Oaks Blvd., Kemah, TX 77565;**

present, accepting and purchasing for itself and heirs and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., dated October 25, 2007, revised April 1, 2008, a copy of which is attached hereto and made a part hereof for all purposes, and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Martin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

Being the same property acquired by Clara David, LLC on May 7, 2003 by Act of Transfer recorded under Entry No. 352040 of the Records of St. Martin Parish, Louisiana.

This sale is made accepted subject to the restrictive covenants, easements, mineral reservations, mineral leases and obligations of ownership, etc., affecting the above described property in the St. Martin Parish Clerk of Court's Office.

*Initials*

mpc-lr Purchaser has inspected the property and is aware of the property's present condition and has taken its condition into consideration in negotiating the sales price. Purchaser has had full opportunity to inspect the property and to have it inspected by a consultant of Purchaser's choice. Purchaser accepts the property and all of the improvements thereon in whatever condition it exists as of the date of the sale without any warranty other than the warranty of title. Purchaser takes the property "AS IS" and without any expressed, implied or statutory warranties growing out of or connected with any vices and defects in the property, whether apparent, latent or hidden, or redhibitory vices and defects. Purchaser expressly waives any right for a rescission of the sale or reduction in the price of the property as a result of such vices and defects and further expressly waives any warranty of merchantability or fitness for any particular purpose, including, but not limited to, the warranties provided for in Articles 2520, 2531, 2541, 2542 and 2545 of the Louisiana Civil Code, and under any successor articles thereto.

Seller expressly reserves unto itself, its successors and/or assigns, one half (1/2) of all of the oil, gas or other minerals in and under the property, and one hundred (100%) percent of the executive rights thereto, except that the use or disturbance of the surface of the property herein sold shall not be permitted in connection with such reservation.

Seller warrants that the property taxes for all prior years have been paid. The parties assume their prorata share of the payment of all taxes assessed against the property herein sold

for the year 2007. This sale is made and accepted for and in consideration of the sum of **THREE MILLION TWO HUNDRED THOUSAND DOLLARS 00/100 (\$3,200,000.00)**, cash in hand paid, for which acquittance is herein granted.

AND INTO THESE PRESENTS came and intervened WILLIAM F. GOBER, appearing herein individually and as Trustee of the WILLIAM F. GOBER REVOCABLE LIVING TRUST who declared that for the same consideration recited herein, he does hereby transfer, assign, quitclaim, remise, release and relinquish unto Schaefer Realty Holdings, L.L.C. all of the rights, title and interest which he has or may have in and to the above described property.

**THUS DONE AND PASSED** at my office in the Parish of Lafayette, State of Louisiana, on the day and date first hereinabove written, in the presence of the undersigned witnesses, who sign with Appearers and me, officer, after due reading of the whole.

WITNESSES:

**CLARA DAVID, L.L.C.**

Dorothy L. Bourgeois By: Yvonne Lora  
Printed Name: Dorothy L. Bourgeois **YVONNE LORAH, AUTHORIZED REPRESENTATIVE**

Clare L. Wyatt **SCHAEFER REALTY HOLDINGS, L.L.C.**  
Printed Name: Clare L. Wyatt

By: John Koch for Louis E. Schaefer  
**JOHN KOCH, AUTHORIZED REPRESENTATIVE**

Julius J. Stagg, IV  
NOTARY PUBLIC

Julius J. Stagg, IV  
Bar Roll # 24655

THUS DONE AND PASSED at my office in the County of LAKE, State  
of Florida, on the 1 day of April, 2008 in the  
presence of the undersigned witnesses, who sign with Appearers and me, officer, after due  
reading of the whole.

WITNESSES:

Samantha Mariapen  
Print  
Name Samantha Mariapen

William F. Gober  
WILLIAM F. GOBER

WILLIAM F. GOBER REVOCABLE  
LIVING TRUST

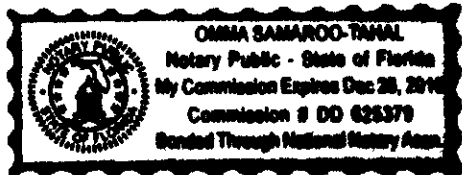
Angela J. Kerr  
Print  
Name Angela J. Kerr

William F. Gober  
By: William F. Gober, Trustee

Omnia Samaroo-Tahal

NOTARY PUBLIC

Notary Name: Omnia Samaroo-Tahal  
Notary ID No. DD 025379



NOTE: Louisiana law requires two (2) witnesses in addition to the Notary Public. The  
Notary cannot be a witness. Do not notarize by acknowledgment or attachment.

CERTIFICATE

BY: CLARA DAVID, L.L.C.

TO: WHOM IT MAY CONCERN

BE IT KNOWN, that on the day and date set forth herein below, WILLIAM F. GOBER, YVONNE LORAH, and MARK R. GOBER sole member of CLARA DAVID, L.L.C., (the "Limited Liability Company" or "the Company"), a Florida Limited Liability Company does hereby certify as follows:

- (1) That we are the Sole Members of the Limited Liability Company;
- (2) That on the 31st day of December, 2007, a meeting of the Member of the Limited Liability Company was duly called and properly held in accordance with law and that at said meeting the following preamble and Resolutions were duly and legally adapted, and are still in full force and effect. They are as follows, to-wit:

"WHEREAS, CLARA DAVID, L.L.C., (the "Limited Liability Company") desires to sell the following described property to Schaefer Realty Holdings, L.L.C. and further desires to confer the power to effect such sale upon YVONNE LORAH, its duly authorized Member, said property being more full described as follows:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Marin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

THEREFORE, IT IS RESOLVED that the Limited Liability Company acting through its duly authorized Member, YVONNE LORAH, sell the above described property to Schaefer Realty Holdings, L.L.C. for such terms and conditions as its duly authorized Member may deem proper in her sole discretion.

BE IT FURTHER RESOLVED, that YVONNE LORAH, its duly authorized Agent be and he hereby is individually authorized and empowered and directed to execute for and on behalf of and in the name of this *Limited Liability Company*, option agreements, sale or purchase agreements, acts of sale, vendor's liens, settlement statements, acknowledgements, affidavits and any and all other instruments or acts which, in his individual discretion, may be deemed necessary and proper in order to accomplish the purposes described hereinabove."

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of March, 2008.

CLARA DAVID, L.L.C.

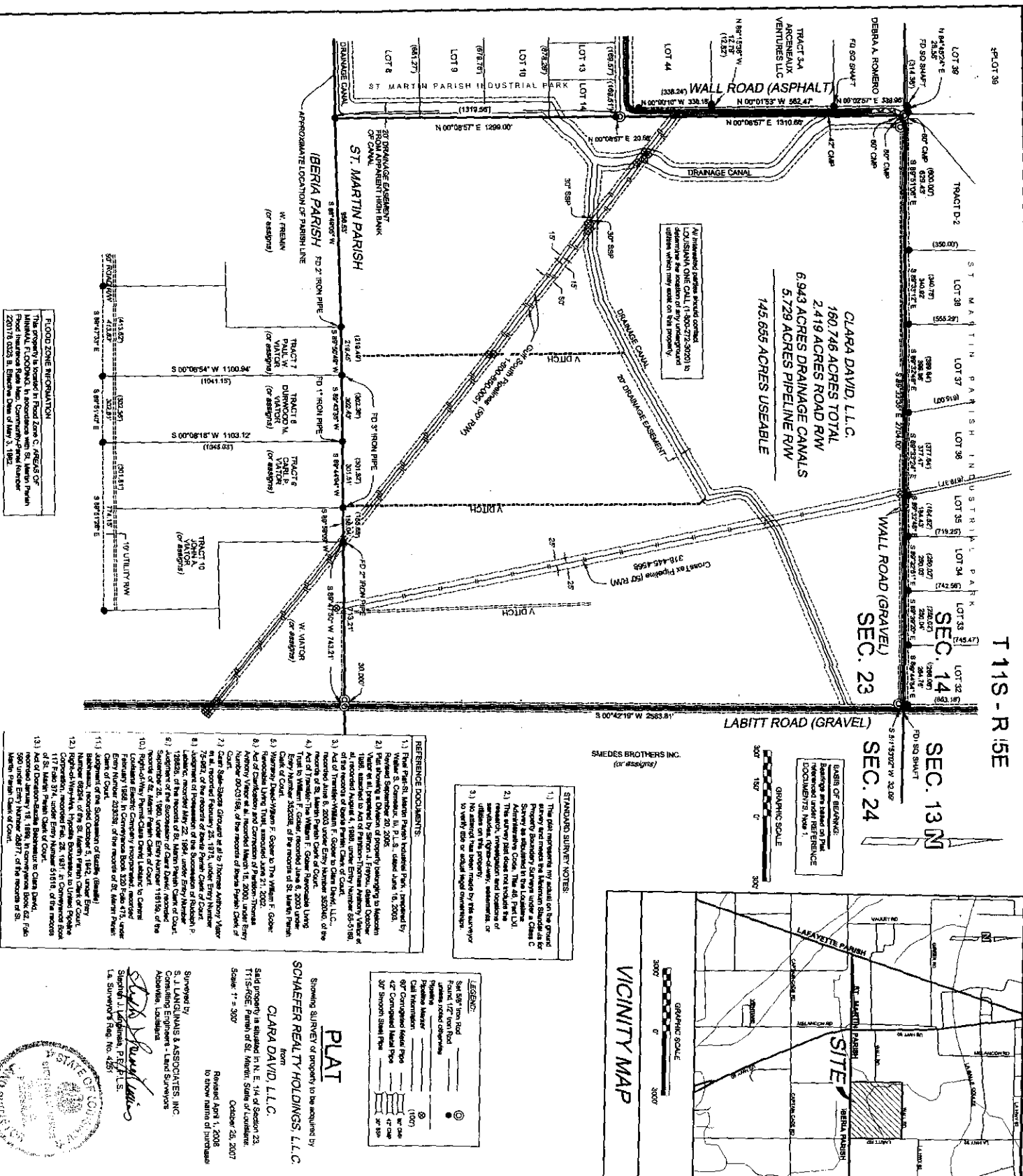
  
BY: WILLIAM F. GOBER, Member

  
BY: YVONNE LORAH, Member

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of March, 2008.

CLARA DAVID, L.L.C.

  
BY: MARK R. GOBER, Member



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

SCHAEFER REALTY HOLDINGS LLC

Index Type :   Conveyance

Inst Number : 472193

Type of Document : Restrictions

Book : 1663           Page : 354

Recording Pages :           9

Recorded Information

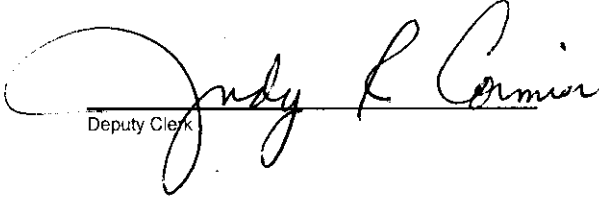
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

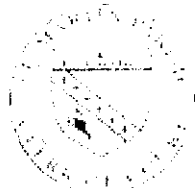
On (Recorded Date) : 11/08/2013

At (Recorded Time) : 4:13:14PM



Doc ID - 005890140009

  
Deputy Clerk



**SCHAEFER INDUSTRIAL PARK**  
**BUILDING RESTRICTIONS**

**BE IT KNOWN**, that on the 7th day of November, 2013, before me, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

**SCHAEFER REALTY HOLDINGS, L.L.C.**, a Texas limited liability company, being represented herein by Louis E. Schaefer, Jr., its sole member, whose mailing address is 2210 Twin Oaks Blvd., Kemah, TX 77565;

(hereinafter referred to as "Declarant") who, after first being duly sworn, declared that it is the owner of the following described property, to-wit:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., dated October 25, 2007, revised April 1, 2008, a copy of which is attached to that act recorded under Entry No. 409572 and made a part hereof for all purposes, and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Martin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

Declarant declared that, desiring to lay off a portion of the Property into lots for the purpose of offering same for sale, Declarant has caused a portion of the Property to be surveyed and divided into lots, blocks and streets, same to be known as SCHAEFER INDUSTRIAL PARK, PHASE IA, a subdivision of the Parish of St. Martin, Louisiana (hereinafter referred to as "the Property") all as shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S. dated September 6, 2012, last revised November 7, 2013 entitled "Final Plat Showing Survey of Schaefer Industrial Park, Phase IA, Belonging to Schaefer Realty Holdings, L.L.C." a copy of which is attached hereto and made a part hereof for all purposes, (hereinafter the "Plat of Survey").

Declarant declared that it has submitted for Final Approval the Plat of Survey subdividing a portion of the Property into lots, and delineating and designating certain streets, utility servitudes, drainage servitudes and/or other servitudes which are to be provided in accordance with the applicable regulations for subdivision plat approval promulgated by the St. Martin Parish Government (hereinafter, together with the then governing authority, from time to time, the "Government"), or by its predecessors but now administered by the Government.

Declarant declares, accordingly, that it does by these presents dedicate to public use, for and on behalf of the public in general, but in particular in favor of the Government, Forum Drive, said dedication to be considered a formal statutory dedication in accordance with the provisions of LSA-R.S. 33:5051, et seq..

Declarant further declares that it does hereby further dedicate, create and establish exclusively in favor of the Government, for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the Government to use same or who may as a result of this dedication may derive any benefit therefrom, any and all utility servitudes, drainage servitudes and other items shown on the Plat of Survey but specifically excluding those that are identified as "private" servitudes; easements or other items. Declarant declares that in connection herewith, Declarant grants a perpetual predial servitude(s) in favor of the Government and such other persons, entities or estates who are given authority by the Government to use the servitudes and other items shown on the Plat of Survey (with the exception of those identified as "private" on the 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 Government and any such individuals, entities and estates as are authorized by the Government 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 of Survey, clear brush, trees and other items or obstacles as may interfere with the free use of said servitudes, construct drainage, electric, sewer, water and other utility facilities, remove all obstacles which would hamper or preclude the exercise of the servitudes, and otherwise have full access for the purpose of utilizing and maintaining the servitudes and any improvements hereafter or heretofore constructing therein or thereon.

In connection with the exercise of the use of the servitudes created hereby, the Government, 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 the Plat of Survey, 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 is to dedicate to the Government, for the ultimate benefit of the public, all utilities servitude streets, rights-of-way and other matters as reflected on the Plat of Survey except those designated as "private" 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 Government, which will have full authority to regulate the use of said non-private servitudes, streets, rights-of-way, rights-of-passage and other items as shown on the Plat of Survey. The said servitudes shall be subject to full use by the 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 estates to be serviced or benefited by said servitudes, whether contiguous or not.

Declarant declares that in order to dispose of the Property to the best advantage and to assure all prospective purchasers that the Property will be properly developed, Declarant binds itself, its successors and assigns, not to sell the Property except under the following restrictions and covenants which are deemed to be predial servitudes to run with the Property. Declarant hereby establishes a Board of Schaefer Industrial Park (hereinafter the "Board") to enforce and modify the restrictive covenants, agreements, easements, limitations, and charges as more fully set forth herein. The Board shall consist of Louis E. Schaefer, Jr., James S. Schaefer and Graham L. Schaefer. Any action taken by the Board shall require the consent of a majority of the board members.

- A. Application.** The land referred to as the "Schaefer Industrial Park," collectively referred to as the "Park," is described as follows:

Property owned by Schaefer Realty Holdings, L.L.C. by virtue of a deed from Clara David, L.L.C., dated April 2, 2008, and recorded April 3, 2008, under Entry Number 409572, in Book 1494, at Page 272, of the records of St. Martin Parish, Louisiana and referred to by the following description:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging and all appurtenances thereof, being the northeast quarter of Section 23, Township 11 South, Range 5 East, containing 160.746 acres, more or less, being more fully shown on that certain plat of survey prepared by Stephen J. Langlinais, P.E., P.L.S., dated October 25, 2007, revised April 1, 2008, a copy of which is attached to that act recorded under Entry No. 409572 and made a part hereof for all purposes, and being described with reference thereto as being bounded westerly by lots in St. Martin Parish Industrial Park and Wall Road, northerly by lots in St. Martin Parish Industrial Park, easterly by Smedes Brothers, Inc. or assigns, and southerly by W. Fremin or assigns, Paul W. Viator or assigns, Durwood M. Viator or assigns, Carl P. Viator or assigns, John A. Viator or assigns and W. Viator or assigns, and having such other dimensions, boundaries and measurements as are more fully shown on said plat of survey.

The Park and the adjoining roads shall be subject to the restrictive covenants, agreements, easements, limitations, and charges as set forth herein, and shall be considered a part of every conveyance of a building site in the Park without being written therein. The restrictive covenants herein contained are for the mutual benefit and protection of the owner(s), present and future, of all land within the boundaries of the Park, and shall run with and bind the land and inure to the benefit of and be enforceable by the Board of Directors of the Schaefer Industrial Park (the "Board") and/ or any owner(s), present and future, of any building site in the Park, their respective legal representatives, heirs, successors, grantees, and assigns. The Board and/ or any owner(s), present or future of any building site included in the Park, shall be entitled to injunctive relief against any violation thereof and/or damages caused by said violation, but there shall be no right of reversion or forfeiture of title resulting from such violation. The term "building site" shall mean: A) any of the lots that are part of the Park; B) a portion of any said lots; C) a combination of two or more of any said lots; D) a combination of two or more portions of any said lots; or E) a combination of or part of any of the above.

- B. Term.** These restrictive covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these restrictive covenants are recorded. After the initial period of thirty (30) years, the restrictive covenants shall be automatically extended for successive periods of ten (10) years each, unless, at any time after the said thirty (30) year period, an instrument signed by the then owners of a majority of the square footage (excluding then publicly dedicated tracts and/or common areas) of the building sites in the Park has been recorded, agreeing to change, alter, amend or terminate said restrictive covenants in whole or in part. Notwithstanding anything contained herein to the contrary, the restrictive covenants may be waived by the Board as to any building site and/or changed, altered, amended or terminated in whole or in part at any time and from time to time by the Board as to any building site then owned by the Board.
- C. Amendment; Waiver.** Upon application being made to the Board, the Board may waive anyone or more of the restrictive covenants with respect to any building site if a waiver is requested by the owner of the building site, upon finding that such waiver would not be detrimental to the Park; but any such waiver, which must be

evidenced in writing, shall not be deemed or construed to be a waiver of any such restrictive covenants with respect to any other building site.

The restrictions and restrictive covenants contained herein may also be changed, altered, amended or terminated in whole or in any part at any time by the Board by executing a written amendment hereto, and filing the same of record in the Conveyance Records of St. Martin Parish. All amendments shall apply to all lands within the boundaries of the Park, from the time of their filing in the records of the Clerk of Court of St. Martin Parish.

- D. **Enforcement; Conciliation.** No action in court to enforce any restrictive covenant herein by an owner or owners of any building site in the Park shall be brought until such owner or owners shall have referred its complaint to the Board for the purpose of consultation and conciliation, and until a period of time of ninety (90) days shall have passed from the date of such reference.
- E. **Use.** Anything to the contrary contained anywhere in these restrictions notwithstanding, no portion of the Park may ever be used, even on a temporary basis, as a "junk yard," salvage yard, or similar business.
- F. **Design, Control and Maintenance.** No building, fence, wall or other structure shall be commenced, erected, or maintained on a building site, and no change, addition or alteration to the exterior of any building, fence, wall or other structure shall be made until the building, fence, wall or other structure have been submitted to and approved by the Board. All buildings, fences, walls and other structures erected, and all additions or alterations made shall conform with the construction standards specified by all government codes and regulations then in force.

Open spaces shall be landscaped to present a pleasing appearance and to conform to reasonable standards; however, no landscaping shall be placed on any building site until the plans of such landscaping have been submitted to and approved by the Board. Each building, fence, wall or other structure and the landscaping shall be erected and placed upon a building site only in accordance with the plans and specifications and plot plan approved by the Board. Any change, alteration or modification to the exterior appearance of any building, fence, wall or other structure or to the landscaping shall be deemed an alteration requiring additional approval of the Board. At least fifty (50%) percent of the front of any building must be constructed of a material other than metal. "Front" means the side of the building which faces the street.

- G. **Liability.** The Board, its officers, members, employees and agents shall not be responsible or liable to anyone in any way for any defect in any plans or specifications submitted, approved or revised in accordance with these restrictive covenants, nor for any structural or other defects in any work done according to such plans and specifications. The scope of review of the plans and specifications shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes and standards or any other similar factor.
- H. **Care and Appearance of Premises.** All buildings, fences, walls, other structures, parking lots, drives and the open space on each building site shall be maintained in a neat and attractive manner. If the owner of a building fails to maintain the open space in this neat and attractive manner, the Board may, at its option, after giving the owner of a building site ten (10) days written notice, by registered or certified mail, sent to its last known address, have the grass, weeds and vegetation cut when, and as often

as, the same is necessary in its judgment, and have the dead vegetation removed from the building site. Said cutting and removal shall be at the expense of the owner of the building site, the owner of the building site being obligated to reimburse the Board for any expenses incurred as a result of said cutting and removal, plus an additional sum of fifteen (15%) percent of that amount for administrative costs. If the owner of a building site fails to maintain the exterior of any building, fence, wall or other structure in a neat and attractive manner, the Board may, at its option, after giving the owner of the building site three (3) months written notice, by registered or certified mail, sent to its last known address, do the following: a) Make repairs and improve the appearance in a reasonable manner, which shall be at the expense of the owner of the building site, the owner of the building site being obligated to reimburse the Board for any expense incurred as a result of the repairs and improvements, plus fifteen (15%) percent of that amount for administrative costs, together with ten (10%) percent per annum on the total amount due the Board from the time the work was completed, or b) Institute legal proceedings in District Court for the Parish of St. Martin, Louisiana, to seek a judgment ordering the owner of the building site to make such repairs and improvements as are necessary for the building, fences, walls or other structures to have a neat and attractive appearance. In order to secure the reimbursement, the Board shall have a lien upon such building site and improvement situated thereon, enforceable as herein provided. Upon performing the work, the Board shall be entitled to file in the Office of the Clerk of Court for the Parish of St. Martin, Louisiana, a notice of its claim of lien by virtue of this contract with the owner of the building site. Said notice shall state the cost of said work, including administrative costs and interest, if any, and shall contain a description of the property against which the enforcement of the lien is sought. The lien shall date from the date that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuation consideration and without notice until the notice of the claim of lien is filed as hereinabove set forth. The lien shall be due and payable forthwith upon the completion of the work and if not paid, the lien may be enforced by foreclosure in court in the same manner as mortgages.

- I. **Parking and Loading.** No parking shall be permitted on any public street. It shall be the responsibility of the owner of a building site to provide such hard surfaced, off-street parking within its property boundaries at a ratio of no less than two (2) parking spaces per four (4) employees.
- J. **Waste Disposal.** Trash, garbage, and other waste shall be kept in clean and sanitary containers. All such containers and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from any public street. Each owner of a building site shall be required to contract for regular commercial trash, garbage and waste disposal.
- K. **Sewerage.** Each owner of a building site shall use the sewerage system available for the Park; however, if the waste from any individual building site is such as to cause damage to the sewer system or sewerage treatment plant or negatively impact on the treatment process, and by reason thereof, the governmental authority having jurisdiction over the Park refuses to allow its admission to the sewer system, then such waste is to be pre-treated at the cost of the owner of the building site to permits its admission to the sewer system. No "processed water" or "wash water" may be discharged into the sewer system, or into the ditches in the Park, or otherwise discharged onto the grounds of any building site without a specific discharge permit.

The initial sewerage system for the Park will be constructed to handle human waste

sewerage only, and the volumes which may be discharged into the Park's sewerage system will be limited, and allocated to each building site pro-rate to the amount of land.

- L. Signs.** All signs shall conform to the standards set by the Board as to the design, specifications and location which are as follows: No signs shall be constructed until a scale drawing, construction plans and specifications, and the site plan showing the location of such signs, have been submitted to and approved by the Board, which said approval shall be within the sole discretion of the Board, notwithstanding the fact that said signs may conform with the design, specifications and location hereinabove set forth.

The Board may, at its option, provide and sell such signs as it deems appropriate to the owner of a building site at the time it sells such building site.

- 1. Performance Standards.** A building site (or any part thereof or any building, fence, wall or other structure erected thereon or to be erected thereon), shall not be used for any purpose or in any manner which shall be a nuisance to the owner of any other building site by reason of the emission or creation of odors, gases, dust, smoke, noise, fumes, cinders, soot, glare, vibrations, radiation, waste or otherwise.
  - 2.** By purchase of land in the Park, all building owners agree that any nuisances which impair the business of any other building site owner may be enforced by temporary restraining order, preliminary and/or permanent injunction.
- M. Building Set-Back.** All buildings and other structures must be set back a minimum of fifty (50) feet from the right of way line of any dedicated street in the Park. On a corner building site, all buildings and other structures must be setback a minimum of fifty (50) feet from the street-side property line. All buildings and other structures must be set back a minimum of ten (10) feet from any other side property line. No fence or wall shall be erected nearer to the right of way line of a public street in the Park than the building setback line. No hedges or other shrubbery obstructing total view shall be permitted nearer to the right of way line of a public street in the Park than the building set-back line.
- N. Easements.** Instruments creating easements for the installation and maintenance of public utilities are on file in the office of the Clerk of Court for the Parish of St. Martin, Louisiana.
- O. Maintenance Fees.** The Board shall have the right to periodically, but not more often than quarterly as the Board sees fit, assess and collect from each owner of a building site, pro-rated on a square foot basis, a maintenance fee to maintain, preserve and beautify the Park. Fees shall be based on the actual cost of mowing, landscape maintenance and utilities (water and electricity) necessary for the maintenance, preservation and beautification of the Park. Any such fees not paid within thirty (30) days after the due date shall be deemed in default. The amount of any such fees assessed against the building site, plus an additional sum of fifteen (15%) percent for administrative costs and interest on such fees, at such lawful rate as the Board may designate from time to time, and the cost of collecting same, including reasonable attorney's fees, shall be a lien upon such building site and improvements thereon. Said lien shall be perfected and may be enforced as the lien provided for in Section H.
- P.** The Board shall have the right to incorporate a Louisiana non-profit corporation for the purpose of assessing and collecting the fees referred to above. The said corporation

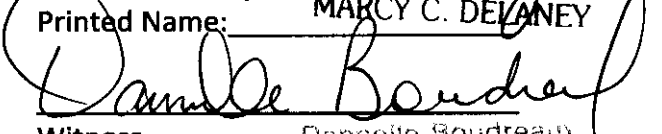
shall be a property owners association. In such event, the Board, as long as it owns at least one (1) building site, and each owner of a building site shall be members of the said corporation. After the Board sells all of the building sites, it will no longer be a member of the said corporation. Each owner of a building site shall automatically be a member of the said corporation, and membership shall be appurtenant to and run with the building site ownership which qualifies the building site owner thereof for membership. Membership may not be severed from or in any way transferred, pledged, mortgaged or alienated except together with the title to the building site. The said corporation shall be charged with the duties and vested with the powers prescribed by law or set forth in its articles of incorporation and by-laws and these restrictive covenants.

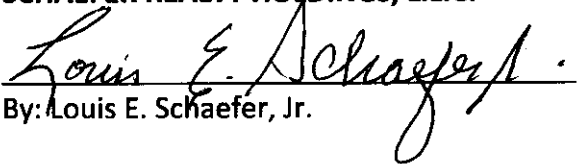
- Q. Drainage Facilities.** The drainage ditches which are located within a building site and the ditches along the streets on which the building site has frontage (even if such ditches are in a public right of way or dedicated street) may be piped and filled, covering the frontage of the building site. The drainage pipe shall be engineered and designed by a registered professional engineer, and the design approved by the Board prior to construction. The pipe shall be sized to handle a rain storm with an intensity of a five (5) year storm. Drop inlets shall be included in the design. The drop inlet spacing and number shall be sufficient to properly accommodate the expected surface runoff. Plans and specifications showing the design and layout of the drainage pipe shall be submitted to the Board for review and approval prior to construction. The owner of a building site shall complete the construction of the said drainage pipe simultaneously with the completion of the construction of any building on the building site.
- R. Severability.** Every one of the restrictive covenants contained herein is independent of and severable from the rest of the restrictive covenants and from every combination of the provisions thereof. Invalidation by any court of any restrictive covenant shall in no way affect any of the provisions of the other restrictive covenants, which shall remain in full force and effect. The failure to enforce any of the restrictive covenants at the time of its violation shall in no way affect any other restrictive covenant nor be deemed a waiver of the right to enforce the same thereafter.

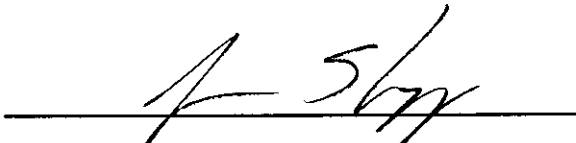
**THUS DONE AND PASSED** at my office in the Parish of Lafayette, State of Louisiana, on the day and date first hereinabove written, in the presence of the undersigned witnesses, who sign with Appearers and me, officer, after due reading of the whole

**WITNESSES:**

  
Witness  
Printed Name: MARCY C. DELANEY

  
Witness  
Printed Name: Dannelle Boudreaux

**SCHAEFER REALTY HOLDINGS, L.L.C.**  
  
By: Louis E. Schaefer, Jr.

  
**NOTARY PUBLIC**  
Julius J. Stagg, IV  
Bradley & Moreau, APLC  
Bar Roll #24655  
My Commission Expires at Death



## St. Martin Parish Recording Page

**Becky P Patin**  
**CLERK OF COURT**  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

SCHAEFER INDUSTRIAL PARK

## First VENDEE

SCHAEFER INDUSTRIAL PARK

**Index Type :** Conveyance

**Inst Number : 472928**

**Type of Document :** Amendment To Restrictions

Book : 1665

Page : 384

Recording Pages : 2

## Recorded Information

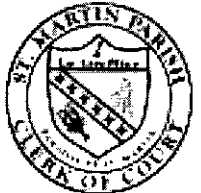
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 12/09/2013

At (Recorded Time) : 10:15:57AM



  
Deputy Clerk



Doc ID - 005902380002

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STATE OF LOUISIANA

PARISH OF LAFAYETTE

AMENDMENT TO RESTRICTIVE COVENANTS

OF

SCHAEFER INDUSTRIAL PARK

BE IT KNOWN that on this 6th day of December, 2013, before me, Notary Public, duly commissioned and qualified as such in and for the aforesaid Parish and State, and the undersigned competent witnesses, personally came and appeared the undersigned, constituting a majority of the Board of Schaefer Industrial Park (the "Board"), who declared that pursuant to the authority vested in the Board in Section C of the Act of Schaefer Industrial Park Building Restrictions recorded under Entry No. 472193 of the records of St. Martin Parish, Louisiana, Appearers do by these presents amend said Section C to read as follows:

- C. **Amendment; Waiver.** Upon application being made to the Board, the Board may waive any one or more of the restrictive covenants with respect to any building site if a waiver is requested by the owner of the building site, upon finding that such waiver would not be detrimental to the Park; but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such restrictive covenants with respect to any other building site.

The restrictions and restrictive covenants contained herein may also be changed, altered, amended or terminated in whole or in any part at any time by the Board by executing a written amendment hereto, and filing the same of record in the Conveyance Records of St. Martin Parish. All amendments shall apply to all lands within the boundaries of the Park, from the time of their filing in the records of the Clerk of Court of St. Martin Parish.

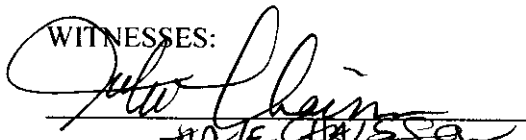
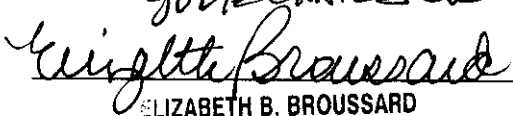
Appearers do further Amend Section F of said Act to read as follows:

- F. **Design, Control and Maintenance.** No building, fence, wall or other structure shall be commenced, erected, or maintained on a building site, and no change, addition or alteration to the exterior of any building, fence, wall or other structure shall be made until the construction plans and specifications, and the site plan showing the location of such building, fence, wall or other structure have been submitted to and approved by the Board. All buildings, fences, walls and other structures erected, and all additions or alterations made shall conform with the construction standards specified by all government codes and regulations then in force.

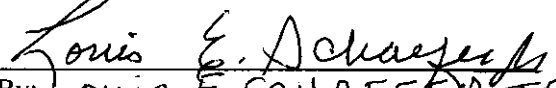
Open spaces shall be landscaped to present a pleasing appearance and to conform to reasonable standards; however, no landscaping shall be placed on any building site until the plans of such landscaping have been submitted to and approved by the Board. Each building, fence, wall or other structure and the landscaping shall be erected and placed upon a building site only in accordance with the plans and specifications and plot plan approved by the Board. Any change, alteration or modification to the exterior appearance of any building, fence, wall or other structure or to the landscaping shall be deemed an alteration requiring additional approval of the Board. At least fifty (50%) percent of the front of any building must be constructed of a material other than metal. "Front" means the side of the building which faces the street.

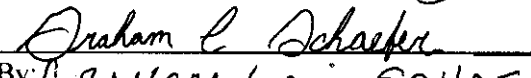
THUS DONE AND PASSED in the Parish of Lafayette, Louisiana, on the day and date herein first above written in the presence of the undersigned competent witnesses, who sign with Appearer and me, Notary, after due reading of the whole.

WITNESSES:

  
JULIE CHAISSON  
  
ELIZABETH B. BROUSSARD

BOARD OF SCHAEFER INDUSTRIAL PARK

  
By: LOUIS E. SCHAEFER JR.

  
By: GRAHAM LOUIS SCHAEFER

  
NOTARY PUBLIC

Angelique B. Moreau  
Bar Roll #20716

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

ST MARTIN PARISH GOVERNMENT

Index Type : Conveyance

Inst Number : 473098

Type of Document : Dedication Etc

Book : 1666      Page : 59

Recording Pages : 6

Recorded Information

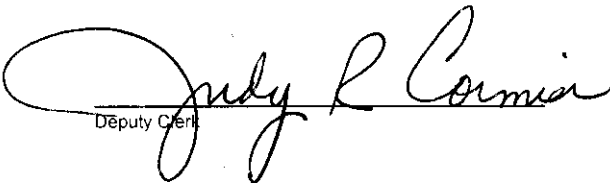
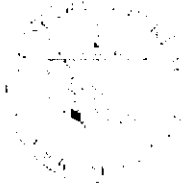
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 12/12/2013

At (Recorded Time) : 3:45:53PM



Doc ID - 005905140006

  
Deputy Clerk 

**STATE OF LOUISIANA**

**PARISH OF LAFAYETTE**

**ACT OF DEDICATION OF ROAD**

BE IT KNOWN, that on this 6th day of December, 2013, 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:

SCHAEFER REALTY HOLDINGS, L.L.C., a Texas limited liability company, being represented herein by Louis E. Schaefer, Jr., its duly authorized President, whose mailing address is 2210 Twin Oaks Blvd., Kemah, TX 77565;

who, after being first duly sworn, did depose and declare that Appearer is the owner of certain property more fully described as Schaefer Industrial Park, Phase IA as more fully shown on that plat of survey prepared by S. J. Langlinais & Associates, Inc. dated September 6, 2012 and lat revised November 7, 2013, a copy of which is attached to that act recorded under Entry No. 472193 of the records of St. Martin Parish, Louisiana.

Appearer does by these presents dedicate, create and establish exclusively in favor of the St. Martin Parish Government (hereinafter the "Parish"), for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the Parish to use same or who as a result of this dedication may derive any benefit therefrom, Forum Drive as 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 Parish and such other persons, entities or estates who are given authority by the Parish to use the servitudes, rights of passage, rights of way as 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 Parish and any such individuals, entities and estates as are authorized by the Parish shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating said road and/or 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; 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. The Parish agrees to provide for the perpetual maintenance of Forum Drive.

In connection with the exercise of the use of the servitudes created hereby, the 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 Parish, for the ultimate benefit of the public, Forum Drive. The servitudes shall be subject to full use by the Parish and those authorized by it for the purposes for which they are intended by those having the need or responsibility of maintaining Forum Drive for the benefit of the properties or estates to be serviced or benefited by said servitudes, whether contiguous or not.

And into these presents came and intervened the St. Martin Parish Government who, in consideration for the rights granted herein, accepts the dedication of Forum Drive and agrees to maintain Forum Drive as provided for herein.

**[SIGNATURES ON FOLLOWING PAGES]**

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:

SCHAEFER REALTY HOLDINGS, L.L.C.

Jane Chaisson  
JANE CHAISSON  
Elizabeth Broussard  
ELIZABETH B. BROUSSARD

x Louis E. Schaefer, Jr.  
By: Louis E. Schaefer, Jr., President

Angelique B Moreau  
NOTARY PUBLIC

Angelique B Moreau  
Bar Roll #20716

THUS DONE AND PASSED on the 10<sup>th</sup> day of December, 2013, before me, Notary,  
and in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESS:

ST. MARTIN PARISH GOVERNMENT

Manette Theriot

[Signature]  
By: Guy Cormier, President

Patricia B. Huberdeau

[Signature]  
NOTARY PUBLIC  
Fabian D. Tucker  
# 69482

A motion was made by Lisa Nelson and seconded by Jill Hebert that the following ordinance be adopted:

**ORDINANCE NO. 13-04-1016-OR**

AN ORDINANCE TO PROVIDE FOR THE AUTHORIZATION OF AN ACT OF DEDICATION FOR A PUBLIC ROAD, **FORUM DRIVE**, (SCHAEFER INDUSTRIAL PARK) TO BE ADDED TO THE ST. MARTIN PARISH PUBLIC ROAD SYSTEM.

BE IT ORDAINED by the St. Martin Parish Council that **Forum Drive** meets the minimum requirements to qualify for acceptance of a public road in the St. Martin Parish Road System, as per attached plat, dated 05-06-09, by Stephen J. Langlinais, Registered Professional Land Surveyor, S J. Langlinais & Associates, Inc.

BE IT ORDAINED that the St. Martin Parish Council does hereby authorize, direct and empower the Parish President to sign the necessary Act of Dedication for and behalf of St. Martin Parish Government.

This Ordinance shall become effective immediately upon approval of the St. Martin Parish Council and the signature of the Parish President.

This Ordinance having been submitted to a vote, the vote thereon was as follows:

- YEAS: Carroll Delahoussaye, Lisa Nelson, Jason Willis, Neil Thibodeaux, Jill Hebert, Craig Gregory, Meko Robin and Dean Dore’.
- NAYS: None.
- ABSTAIN: None.
- ABSENT: Clay Courville (excused).

And the Ordinance was declared adopted this 2nd day of April, 2013.

\*\*\*\*\*

I, LACI LAPEROUSE, CLERK OF THE ST. MARTIN PARISH COUNCIL, do hereby certify that this is a true and correct copy of the Ordinance adopted by the St. Martin Parish Council, in Regular Session convened on the 2nd day of April, 2013, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE, this 10th day of December, 2013, St. Martinville, Louisiana.

  
LACI LAPEROUSE, CLERK  
ST. MARTIN PARISH COUNCIL

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

SCHAEFER REALTY HOLDINGS LLC

First VENDEE

CASEY, CHRISTY

Index Type : CONVEYANCE

Inst Number : 536511

Type of Document : TAX DEED

Book : 1826      Page : 618

Recording Pages : 4

Recorded Information

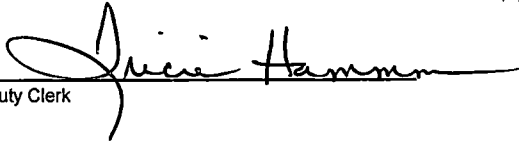
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana.

On (Recorded Date) : 06/25/2020

At (Recorded Time) : 10:29:00AM



Doc ID - 007916720004

  
  
Deputy Clerk

Tax Sale Certificate

Parish of St. Martin

State of Louisiana

v

SCHAEFER REALTY HOLDINGS, L.L.C. .

State of Louisiana

Parish of St. Martin

To: Christy Casey

414 Beverly Rd Lot B

Opelousas, LA 70570

BE IT KNOWN AND REMEMBERED, that, I, Ronald J. Theriot, Tax Collector in and for the Parish of St. Martin, State of Louisiana, in the name of the Parish of St. Martin, State of Louisiana and by virtue of the authority in me vested by the constitution and laws of the State of Louisiana and in pursuance of the requirements of those laws, having mailed and published the notice required by law and having strictly complied with each and every requirement of the laws relating to delinquent taxes and tax debtors and to seizures, advertisements, and sale of tax sale title to the property in full, did in the manner prescribed by law, advertise and list in TECHE NEWS the property to be sold for delinquent property taxes with interest and costs for the year of 2019 via the internet at [www.stmartinsheriff.org/taxsaleonline](http://www.stmartinsheriff.org/taxsaleonline) on the 18th day of June , 2020 beginning at eight o'clock am. Dates of publication, June 3, 2020, to June 17, 2020 giving notice in the issues ofthe newspaper and in said list as advertised the following described immovable property appearing in the name of SCHAEFER REALTY HOLDINGS, L.L.C.

To-wit:

Assessment # 382241

1W

|                          |        |
|--------------------------|--------|
| TAXES                    | 54.01  |
| INTEREST                 | 3.24   |
| AD FEES                  | 20.00  |
| COSTS                    | 0.50   |
| DEED PREPARATION         | 15.00  |
| ONLINE TAX SALE FEE      | 30.00  |
| RECORDING FEE - TAX SALE | 110.00 |
| CERT. NOTICE             | 20.00  |
| Total Paid               | 252.75 |

1960001758

Owner Pet:100%

LOT: BEING LOTS 3, 4, 5, 6, 7, 8, 13 & 14 OF SCHAEFER INDUSTRIAL PARK, PHASE 1B PER PLAT OF SURVEY #472193COB: 52-590-26877 169-337-68294 417-139-116159 499-031-128828 1372-262-342939 1386-043-352038 1386-048-352040 1494-272-409572 1536-769-424505 1625-244-458240 1663-354-472193 1665-384-472938

And on said 18th day of June, 2020 after beginning but not completing said list, I continued the same within legal hours each succeeding legal day offering tax sale title to said property for sale via the internet at [www.stmartinsheriff.org/taxsaleonline](http://www.stmartinsheriff.org/taxsaleonline). In the manner required by said laws and the whole or the undivided

interest of the tax debtor therein being the smallest amount of said property that any bidder would buy and pay the taxes and costs, and Christy Casey being the bidder, and having complied with the terms of sale, became the purchaser of tax sale title to the 98 whole of the property or the undivided interest of the tax debtor therein.

NOW, THEREFORE, all the formalities of the law having been complied with, I Ronald J. Theriot, Tax Collector for said Parish of St. Martin, State of Louisiana by virtue of the authority in me vested by the laws of the State of Louisiana do by these presents sell and transfer unto Christy Casey 414 Beverly Rd Lot B

Opelousas, LA 70570 tax sale title to property or the undivided interest of the tax debtor therein last above described with all the improvements thereon. The tax debtor or any person interested personally or as heir, legatee, creditor or otherwise, shall have the right to redeem the property for the period of three years from the date of filing of this tax sale certificate. The redemption may take place by paying the price given including costs and five percent penalty thereon with interest at the rate of one percent per month until the redemption.

IN TESTIMONY WHEREOF, I have hereunto signed my name officially at my office, Parish of St. Martin, Louisiana, in the presence of the two competent witnesses, who also signed on this 18th day of June, 2020

Witnesses:

Kristen G. Moody

Printed Name:

Leah LaGrange

Printed Name:

Ronald J. Theriot,

Sheriff and Ex-Officio Tax Collector

Parish of St. Martin, Louisiana

By: Andrea Pickney  
Chief Deputy Tax Collector

SCHAEFER REALTY HOLDINGS, L.L.C.  
2886 TUSCANIA LANE  
LEAGUE CITY, TX 77573

USPS CERTIFIED MAIL™

USPS CERTIFIED MAIL

aint Martin Parish  
heriff's Office  
O Box 247  
t. Martinville, LA 70582-0247



9214 8901 1024 9220 0650 0316 47

FIRST-CLASS MAIL  
U.S. POSTAGE  
AND FEES  
PAID  
PEREGRINE

003164

UTF

1129

SCHAEFER REALTY HOLDINGS, L.L.C.  
2886 TUSCANIA LN  
LEAGUE CITY TX 77573-2384



UTF BC: 70582024747 \*0465-00384-09-08  
705820247

NOT DELIVERABLE AS ADDRESSED  
RETURN TO SENDER  
UNABLE TO FORWARD

NIXIE 773 FE 1300 0003/20/20

382241

## St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

CASEY, CHRISTY

**First VENDEE**

SCHAEFER REALTY HOLDINGS LLC

Index Type : CONVEYANCE

Inst Number : 544467

Type of Document : REDEMPTION

Book : 1844

Page : 154

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 St. Martin Parish, Louisiana.

On (Recorded Date) : 04/07/2021

At (Recorded Time) : 3:03:36PM



Doc ID - 008070930002

Deputy Clerk

Do not Detach this Recording Page from Original Document

CERTIFICATE OF REDEMPTION

STATE OF LOUISIANA

PARISH OF ST.MARTIN

Having this day received from LOUIS SCHAEFER, 154 LA RUE MALAGA, BROUSSARD, LA 70518 in the amount of FIVE HUNDRED ELEVEN DOLLARS AND 51/100 Dollars (\$ 511.51 ), being the full amount of taxes, costs, penalties and interest, plus any subsequently paid taxes, accruing from that certain tax sale on the 18TH day of JUNE, 2020 for the delinquent St. Martin Parish Sheriff's Office taxes for the 2019-2020 year , assessed to SCHAEFER REALTY HOLDINGS, L.L.C. , covering tax sale title to that certain immovable property located in the parish described as:

-----PROPERTY DESCRIPTION-----  
.....**Parcel** 1960001758 .....

98 % OF THE WHOLE

Owner Pct:100%  
LOT: BEING LOTS 3, 4, 5, 6, 7, 8, 13 & 14 OF SCHAEFER INDUSTRIAL PARK, PHASE 1B  
PER PLAT OF SURVEY #472193

which property was adjudicated at said tax sale to Christy Casey

The process verbal of the tax sale was recorded on 6/25/2020 BOOK 1826 PAGE 618 ENTRY 536511  
Conveyance Records of St Martin Parish, Louisiana.

NOW THEREFORE I, under the authority conferred on me by R.S. 47:2245 hereby certify said property as being redeemed to said tax debtor, SCHAEFER REALTY HOLDINGS, L.L.C. , or his successors in title, from any claims arising out of said tax sale.

DONE AND SIGNED at my office in St. Martinville, Louisiana this 7TH day of APRIL, 2021.

ATTEST:

Leah LaGrange  
Leah LaGrange  
Printed Name

Kristen G. Moody  
Kristen G. Moody  
Printed Name

[Signature]  
Chief Deputy Tax Collector  
Andrea H. Kelly  
Printed Name

## St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

SCHAEFER REALTY HOLDINGS LLC

**First VENDEE**

PEAK NDT SOLUTIONS LLC

Index Type : CONVEYANCE

Inst Number : 561653

Type of Document : CASH SALE & PLAT

Book : 1885

Page : 770

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 St. Martin Parish, Louisiana.



On (Recorded Date) : 01/24/2023

At (Recorded Time) : 2:12:49PM



*Luma B. Blanchard*

Deputy Clerk

Doc ID - 008377000006

**CASH SALE**

**December 21, 2022**

**SALE OF PROPERTY**

**By:**

**Schaefer Realty Holdings, LLC**

**To:**

**Peak NDT Solutions, LLC**

**United States of America**

**State of Louisiana**

**Parish of Iberia**

**Be it Known**, that on this 21st day of December, 2022,

**Before me**, a notary public, duly commissioned and qualified, in and for the Parish of Iberia, State of Louisiana, and in the presence of the competent witnesses hereinafter named and undersigned:

**Personally Came and Appeared:**

Schaefer Realty Holdings, LLC (TIN: xx-xxx8515), a Texas Limited Liability Company, domiciled in the Parish of Assumption, represented herein by Louis E. Schaefer, Jr., authorized member, pursuant to the authority granted in that certain Certificate of Authority, original of which is attached hereto and made a part hereof, and whose mailing address is 167 Bayou Boeuf Road, Morgan City, LA 70380,

(hereinafter collectively referred to as "Seller")

who declared that for the consideration hereinafter mentioned Seller does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with full guarantee of title and free from all encumbrances, with all legal warranties, and with full substitution and subrogation in and to all the rights and actions of warranty which Seller has or may have against all preceding owners and vendors, unto,

Peak NDT Solutions, LLC (TIN: xxx-xxx7003), a Louisiana Limited Liability Company, domiciled in the Parish of Lafayette, represented herein by its manager, Derrick Landry, and whose mailing address is 167 Bayou Boeuf Road, Morgan City, LA 70380,

(hereinafter collectively referred to as "Purchaser")

here present, accepting and purchasing for Purchaser and Purchaser's heirs and assigns, and acknowledging due delivery and possession thereof, all singular the following described property, to-wit:

Those certain lots of ground, together with all buildings and improvements thereon, and all rights, ways, privileges and servitude thereto appertaining, situated in Section 23, T11S, R5E, St. Martin Parish, Louisiana, being LOTS 13 & 14 according to "Plat of Survey Showing Lot 13 & Lot 14 of Schaefer Realty Holdings, LLC" dated December 19, 2022 and prepared by Timothy L. Collins, P.L.S., the original of which is attached hereto and made a part hereof, and having such further dimensions, boundaries, shape, form, location and configuration as shown on said plat.

Being the same property acquired by Schaefer Realty Holdings, LLC by that certain Cash Sale, dated April 2, 2008, and recorded in the public records of St. Martin Parish, Louisiana, under File Entry No. 409572.

This sale is made, accepted and subject to any and all matters of record, including all restrictive covenants, easements, encroachments, servitudes, rights-of-way, mineral leases, mineral reservations and obligations of ownership affecting the above described property recorded in the public records of St. Martin Parish, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC §3604(c).

The parties hereby acknowledge and recognize the Property conveyed herein is sold and purchased in "AS IS" condition and further Purchaser does hereby waive and release Seller and all previous owners thereof from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discoverable or

hidden, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code Article 2520, *et. seq.*, and Article 2541, *et. seq.*, or for reduction of the sales price pursuant to Louisiana Civil Code Article 2541, *et. seq.* Additionally, Purchaser acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. Purchaser has had the opportunity to inspect and examine the above-described property prior to the execution of this Cash Sale and is aware of the property's condition.

Purchaser hereby acknowledges the delivery and possession of the above-described property, subject to the waiver of redhibitory defects. The production of tax and mortgage certificates, that may be required by law, have been waived by the parties. Taxes for the current year have been prorated between Seller and Purchaser as of the date of this sale. The parties further acknowledge that the property tax proration is based on available information from the appropriate taxing authority and that said tax prorations are final, without consideration of re-prorations or adjustments. The parties agree to relieve and release Standard Title, LLC from any and all liability in connection herewith. Future tax notices should be mailed to Purchaser at PO BOX 671, Scott, LA 70583.

Seller **CONVEYS** unto Purchaser and Purchaser's heirs, successors and assigns, all oil, gas and minerals lying in, on or below the surface property. Said mineral rights are conveyed without warranty, and subject to any and all Oil, Gas & Mineral Leases of record. No examination of mineral rights has been requested from, nor performed by Notary Public nor by Standard Title, LLC, and all parties to this instrument hereby hold same free and harmless from any damages that may result from the execution and recordation of this act in the public records.

This sale is made and accepted for and in consideration of the price and sum of TWO HUNDRED THIRTY FIVE THOUSAND AND 00/100 Dollars (\$235,000.00), which the said Purchaser has well and truly paid, in ready and current money to the said Seller, who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefore. All parties and witnesses have described themselves to be of full legal capacity.

Thus Done and Passed, on the 21st day of December, 2022, in Iberia Parish, Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary Public, after due reading of the whole.

WITNESSES:

Signature (Witness)

Print Name (Witness)

Signature (Witness)

Print Name (Witness)

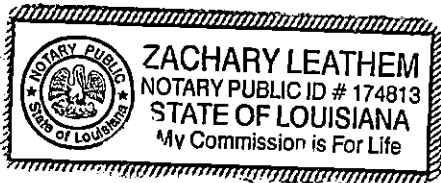
PURCHASER:

Peak NDT Solutions, LLC,

By: Derrick Landry, authorized member

NOTARY PUBLIC

**Standard Title, LLC**  
114 Church Alley, New Iberia, LA 70560  
Louisiana License Numbers 286612, 284321, 436996  
Underwriter: Alliant National Title Insurance Company  
Attorney: Ramon J. Fonseca, Jr.  
Bar Roll Number 26883



Thus Done and Passed, on the 21st day of December, 2022, in Lafayette Parish, Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary Public, after due reading of the whole.

WITNESSES:

David C. David  
Signature (Witness)

Dewitt C. David  
Print Name (Witness)

Tori Rodriguez  
Signature (Witness)

Tori Rodriguez  
Print Name (Witness)

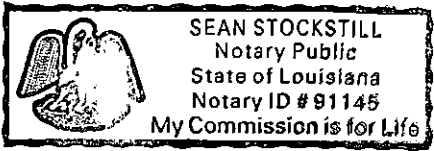
SELLER:

Schaefer Realty Holdings, LLC

By: Louis E. Schaefer, Jr.  
Louis E. Schaefer, Jr., authorized member

[Signature]  
NOTARY PUBLIC

**Standard Title, LLC**  
114 Church Alley, New Iberia, LA 70560  
Louisiana License Numbers 286612, 284321, 436996  
Underwriter: Alliant National Title Insurance Company  
Attorney: Ramon J. Fonseca, Jr.  
Bar Roll Number 26883



**CERTIFICATE OF AUTHORITY**  
**SCHAEFER REALTY HOLDINGS, LLC**

Pursuant to the Louisiana Business Corporation Act and La. R.S. § 12:1317(C), as the same may be amended, and in lieu of a meeting of the Members and Managers for such purposes, the undersigned, being Members and Managers of SCHAEFER REALTY HOLDINGS, LLC ("Company"), a Limited Liability Company organized and existing under the laws of the State of Louisiana, do hereby certify the following:

That LOUIS E. SCHAEFER, JR., ("Authorized Representative(s)"), is/are hereby authorized, empowered and directed, for and on behalf of the Company and in its name, to:

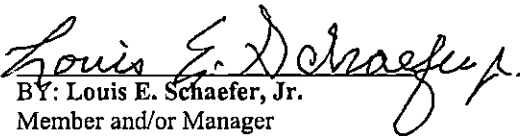
1. Purchase, exchange, sell, donate, lease, develop, subdivide, partition or otherwise acquire or alienate any and all types of property, whether movable, immovable, real, personal or mixed, whether now owned or hereafter acquired by the Company, and to execute any and all contracts containing such terms and conditions as they determine fit and proper, and to generally do any and all things which may be necessary, in their sole discretion to effectuate any of the matters contained herein;
2. Borrow money for the Company in such amounts and payable in such a manner and bearing such interest rates as they may determine proper. In connection with the authority herein granted, they are hereby authorized and empowered for and on behalf of the Company to mortgage any of the property, whether movable, immovable, real, personal or mixed, owned by the Company to secure any loan, such acts of Mortgage to contain all of the usual and customary clauses contained in mortgage instruments in Louisiana, including the confession of Judgment, waiver of appraisal and the pact de non alienando, and to execute any notes and mortgages and any and all other closing documents which they may deem necessary in order to borrow money, and to generally do any and all things which may be necessary, in their sole discretion to effectuate any of the matters contained herein;
3. Sign any leases, acts of sale, acts of mortgage, acts of collateral mortgage, acts of multiple indebtedness mortgage, security agreements, acts of sale with mortgage, acts of assumption of mortgage, partitions, acts of exchange, acts of correction, ratifications, contracts, loan agreements, acts of assignment, acts of pledge, promissory notes (as maker or endorser), guarantees, settlement statements and any and all other documents necessary to carry out the authority granted herein.
4. Generally to do any and all other acts that they may in his/her sole discretion consider appropriate in order to effectuate any of the matters described herein, all upon such terms and conditions as they consider appropriate, and all pursuant to such documents and instruments, containing such clauses and provisions, as they may in their sole discretion consider appropriate.

All previous actions taken by any Authorized Member on behalf of the Company are hereby ratified, confirmed and acknowledged and adopted as action of the Company, and shall be fully binding upon the Company.

The undersigned certify that the subscribers to this Certificate of Authority are authorized to grant the authority, and all third parties may rely on all certificates by the undersigned, in their capacity as Manager(s) and/or Member(s) and certifying official of the Company, which Articles of Organization are still in full force and effect as of the date hereof, and have not been changed, modified or rescinded.

THUS DONE AND PASSED, in the Parish of Iberia, State of Louisiana, on the 21 day of December, 2022.

Schaefer Realty Holdings, LLC

  
BY: Louis E. Schaefer, Jr.  
Member and/or Manager

Sell-Off

NO ATTEMPT HAS BEEN MADE TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS-OF-WAY OR OTHER BURDENS ON THE PROPERTY OTHER THAN THAT FURNISHED BY THE OWNER OR THE OWNER'S REPRESENTATIVE.

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

THIS PLAT WAS PREPARED CONFORMING TO THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH IN LAC TITLE 48: SS 2905. THIS IS A CLASS "C" SURVEY.

LOT 6

LOT 8

SCHAEFER REALTY HOLDINGS, LLC  
C/O LOUIS SCHAEFER  
167 BAYOU BOEUF ROAD  
MORGAN CITY, LA 70380

NORTH CANAL 1A

LOT 14  
2.446 Acres, ±

LOT 12

LOT 13  
2.632 Acres, ±

SCHAEFER REALTY HOLDINGS, LLC  
C/O LOUIS SCHAEFER  
167 BAYOU BOEUF ROAD  
MORGAN CITY, LA 70380

FORUM DRIVE (80' R/W)

LOT 31

STEALTH HOLDINGS III, LLC  
1086 FORUM DRIVE  
408 NORTH AVE.  
LAFAYETTE, LA 70508

LOT 32

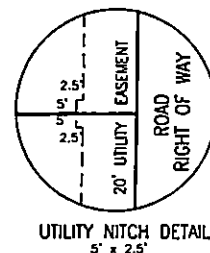
LIDIA, LLC  
1086 FORUM DRIVE  
PO BOX 53670  
MOULANA, LA 70310

N 01° 31' 59" E 466.70'

LABIT ROAD (40' R/W)

N 00° 48' 37" E 566.81'

NAD83 SOUTH ZONE



SCHAEFER REALTY HOLDINGS, LLC  
C/O LOUIS SCHAEFER  
167 BAYOU BOEUF ROAD  
MORGAN CITY, LA 70380

PLAT OF SURVEY SHOWING

LOT 13 & LOT 14 of  
SCHAEFER REALTY HOLDINGS, LLC

"THE ABOVE PLATTED PROPERTY IS LOCATED IN FLOOD ZONE X, AS SHOWN ON THE FIRM 22099C 0350D, COMMUNITY #220178, DATED 11/04/2010, WHICH IS THE CLASSIFICATION FOR PROPERTY LOCATED OUTSIDE THE 100 YEAR FLOOD PLAIN."

NO ATTEMPT HAS BEEN MADE TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS-OF-WAY OR OTHER BURDENS ON THE PROPERTY OTHER THAN THAT FURNISHED BY THE OWNER OR THE OWNER'S REPRESENTATIVE.

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

THIS PLAT WAS PREPARED CONFORMING TO THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH IN LAC TITLE 48: SS 2905. THIS IS A CLASS "C" SURVEY.

• -DENOTES SET 1/2" IRON ROD UNLESS OTHERWISE NOTED

REFERENCE TO PLAT OF SURVEY SHOWING SCHAEFER INDUSTRIAL PARK, PHASE 1A PARK, PHASE 1A; SURVEY BY STEPHEN J. LANGUNAIS, PLS DATED NOVEMBER 1, 2012

LOCATED IN SECTION 23, T11S - R5E, BEING LOT 13 & LOT 14, SCHAEFER REALTY HOLDINGS, LLC BROUSSARD, ST. MARTIN PARISH LOUISIANA.

SURVEYED BY:  
C. P. S. ENGINEERING AND LAND SURVEYING, INC.  
P.O. BOX 90183, LAFAYETTE, LA 70509  
(337) 235-2431 cpsengineering@bellsouth.net

BY: *Timothy L. Collins*  
TIMOTHY L. COLLINS - P. L. S.  
LA. REG. NO. 4752  
SCALE 1" = 100 FT DECEMBER 19, 2022

WO#25084-F13

