



Port of Terrebonne - West Bank

Exhibit 23 – Partial Title Abstract

Partial Title Abstract

Pelican Abstract & Notary, LLC

P. O. Box 1354, Houma, LA 70361

(985) 240-5496

orders@pelicanabstract.com

Parish: Terrebonne

Property address: +/- 35 acre tract on Rome Woodard Ct.

Effective date: 02/05/2024

Current Property Owner: TERREBONNE PORT COMMISSION

CONVEYANCE RECORDS-chain of title:

Cash Sale dated 5-31-1974 filed 5-31-1974 Notary: G. Arceneaux, Jr.
CB 587 page 811 Entry No. 467523
To: TERREBONNE PORT COMMISSION
From: WALTER LAND COMPANY
400.008 acres

SERVITUDES, ROWs, MISC conveyance records :

Servitude of Right of Way dated 4-18-1967 filed 5-13-1967
CB 439 page 579 Entry No. 322779
Grantor: THE SOUTH COAST CORPORATION
Grantee: THE TERREBONNE PARISH POLICE JURY
Servitude for Industrial Blvd.

Right of Way dated 11-12-1971 filed 11-12-1971
CB 525 page 440 Entry No. 410306
Grantor: WALTER LAND COMPANY
Grantee: TERREBONNE PARISH POLICE JURY
Drainage Canal

Spoil Disposal Easement dated 8-23-1982 filed 8-26-1982
CB 894 page 489 Entry No. 687801
Grantor: TERREBONNE PORT COMMISSION
Grantee: TERREBONNE PARISH POLICE JURY

Right of Way dated 5-26-2004 filed 1-26-2005
CB 1901 Page 588 Entry No. 1200344
Grantor: TERREBONNE PORT COMMISSION
Grantee: CONSOLIDATED WATERWORKS DIST. NO. 1

Amendment and Restatement of Lease dated 10-28-2009 filed 7-10-2013
CB 2340 page 574 Entry No. 1431731
Lessor: TERREBONNE PORT COMMISSION
Lessee: EAGLE DRYDOCK & MARINE REPAIRS, L.L.C.
Amend and Restate Original Lease under CB 2003 page 630 Entry No. 1252870
to include **6.25 additional acres – (this is part of the 35 acre site)**

Extract of Surface Lease dated 11-17-2006 filed 11-20-2006
CB 2003 page 531 Entry No. 1252870
Lessor: TERREBONNE PORT COMMISSION
Lessee: EAGLE DRYDOCK & MARINE REPAIRS, L.L.C.
9.5630 acre tract

Listed for reference in connection with the above Amended Lease at Entry No. 1431731.

Declaration dated 4-4-2010 filed 4-5-2010
CB 2189 page 687 Entry No. 1344374

Terrebonne Port Commission declares that Main Port Court Road (now, Rome Woodard St.) be a
“Public” road.

Servitude and Right of Way Agreement dated 6-31-2013 filed 8-2-2013
CB 2344 page 264 Entry No. 1433532

Grantor: THE TERREBONNE PORT COMMISSION

Grantee: THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT

10’ electrical servitude strip along Rome Woodard St.

Cooperative Endeavor dated 7-31-2013 filed 8-2-2013
CB 2344 page 270 Entry No. 1433533

Between: TERREBONNE PORT COMMISSION & TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

Installing underground electrical utilities along Rome Woodard St.

Servitude Grant dated 8-18-2014 filed 8-19-2014
CB 2388 page 720 Entry No. 1461113

Grantor: TERREBONNE PORT COMMISSION

Grantee: CONSOLIDATED WATERWORKS DIST. NO. 1 OF THE PARISH OF
TERREBONNE, STATE OF LOUISIANA

5’ water servitude parallel and adjacent to Main Port Court (Rome Woodard St.)

Temporary Spoil Deposit Permit dated 7-6-2015 filed 7-6-2015
CB 2429 page 461 Entry No. 1484171

Grantor: TERREBONNE PORT COMMISSION

Grantee: THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT

Map dated 6-30-2015 filed 10-8-2015
CB 2440 page 378 Entry No. 1491603

Rome Woodard Street – Roadway Improvements

See servitudes on map.

Map dated 6-4-2018 filed 9-14-2018
CB 2549 page 748 Entry No. 1566801

Rome Woodard Street – Roadway Improvements

See servitudes on map.

Lease Agreement dated 11-19-2018 filed 11-20-2018
CB 2555 page 856 Entry No. 1570827

Lessor: TERREBONNE PORT COMMISSION

Lessee: DEEPWATER RISER SERVICES, L.L.C.

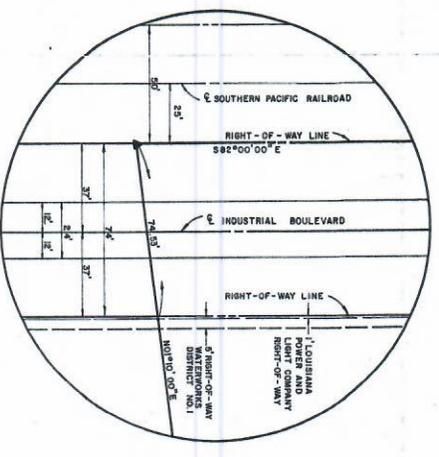
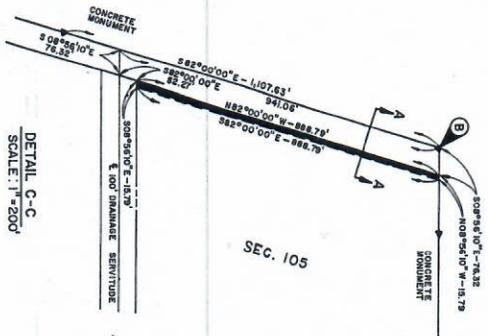
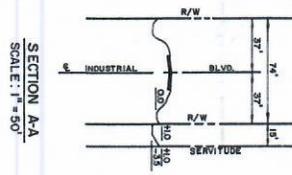
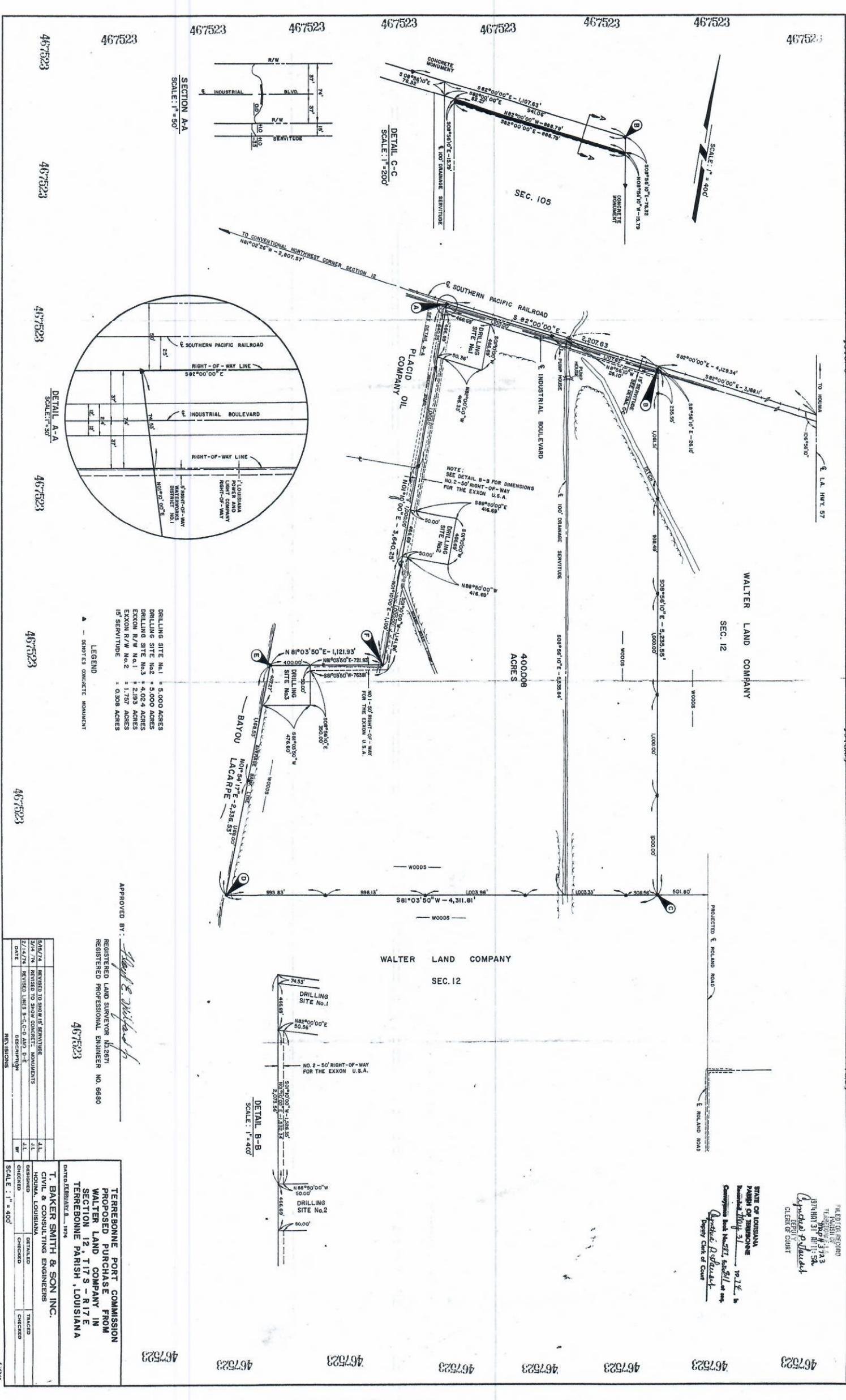
*I am reporting this Lease because there is no address, legal description or map attached stating
what property is being leased.*

TAX INFORMATION:

Parcel No. 42299

Assessed To: Terrebonne Port Commission

2023 Taxes: Value \$2370.00 Parish \$0.00 City \$0.00



- LEGEND
- ▲ - DENOTES CONCRETE MONUMENT
 - DRILLING SITE NO. 1 = 5,000 ACRES
 - DRILLING SITE NO. 2 = 5,000 ACRES
 - DRILLING SITE NO. 3 = 4,024 ACRES
 - EXXON R/W NO. 1 = 1,757 ACRES
 - EXXON R/W NO. 2 = 0,308 ACRES
 - ID SERVICITUDE

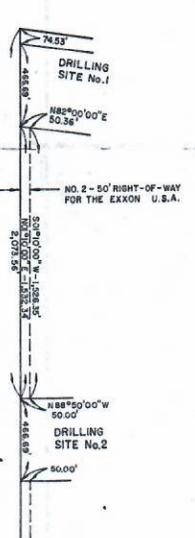
APPROVED BY: *[Signature]*
REGISTERED LAND SURVEYOR NO. 12671

REGISTERED PROFESSIONAL ENGINEER NO. 6690

4/5/75

TERREBONNE PORT COMMISSION
PROPOSED PURCHASE FROM
WALTER LAND COMPANY IN
SECTION 12, T 17 S - R 17 E
TERREBONNE PARISH, LOUISIANA
DATE: FEBRUARY 8, 1974

DATE	REVISIONS	BY	CHKD
5/8/74	REVISED TO SHOW ID SERVICITUDE	JL	
5/14/74	REVISED TO SHOW CONCRETE MONUMENTS	JL	
2/14/74	REVISED LINES B-C-D AND D-E	BR	



STATE OF LOUISIANA
PARISH OF TERREBONNE
Notary Public
1974
Notary Seal
Notary Public
Notary Seal
Notary Public
Notary Seal

467523

SALE - No. 1

STATE OF LOUISIANA
PARISH OF TERREBONNE

BE IT KNOWN that on this 31st day of May in the
year of our Lord nineteen hundred and seventy-four (1974);

BEFORE ME, GEORGE ARCENEUX, JR.

a Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana,
and in the presence of ----- the undersigned ----- and
lawful witnesses residing in said Parish,

PERSONALLY CAME AND APPEARED:

WALTER LAND COMPANY, a Delaware corporation, but authorized to do and doing business in the State of Louisiana, herein represented by Logan H. Babin, its duly authorized agent, acting herein pursuant to the authority of its Board of Directors, a certified extract copy of which is attached hereto, which corporation's mailing address is 1545 No. Dale Mabry, Tampa, Florida 33601,

(hereinafter referred to as vendor and as a person of the masculine gender, whether one or more) who declared that he had sold, and by these presents he does sell, cede, transfer, convey, abandon and deliver with all the legal warranties, and with full substitution and subrogation to all his rights and actions in warranty against all preceding owners and vendors to and unto

TERREBONNE PORT COMMISSION, a political subdivision of the State of Louisiana, domiciled in the Parish of Terrebonne, State of Louisiana, herein represented by its President, A. J. Buquet, duly authorized to act and appear herein by virtue of a resolution of said Terrebonne Port Commission, a true extract copy of which is attached hereto and made a part hereof, which said Terrebonne Port Commission's mailing address is P.O. Box 724, Houma, Louisiana 70360,

(hereinafter referred to as purchaser and as a person of the masculine gender, whether one or more) here present, accepting and purchasing for himself his heirs, successors or assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

I.

"A certain tract of land located in the Parish of Terrebonne, State of Louisiana in Section 12, T17S, R17E and being more particularly shown and designated on a certain plat of survey entitled "Terrebonne Port Commission Proposed Purchase from Walter Land Company in Section 12, T17S, R17E Terrebonne Parish, Louisiana", dated February 8, 1974 (last revised on May 15, 1974) and prepared by T. Baker Smith and Son, Inc., Civil and Consulting Engineers, Houma, Louisiana, a copy of which is attached to this Act of Sale and made a part hereof by reference; and said tract of land being more particularly described as follows, to-wit:

COMMENCING at Point "A", said Point "A" being located on the common right-of-way line between Industrial Boulevard and the Southern Pacific Railroad and being 2,807.57 feet on a bearing of S 81° 02' 26" E of the conventional northwest corner of Section 12;

THENCE, S 82° 00' 00" E, a distance of 2,207.63 feet to Point "B", said point being on the common right-of-way line between Industrial Boulevard and the Southern Pacific Railroad;

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SALE - No. 2

THENCE, S 08° 56' 10" E, a distance of 5,235.55 feet to Point "C";

THENCE, S 81° 03' 50" W, a distance of 4,311.81 feet to Point "D";

THENCE, along the eastern edge of the dredged Bayou LaCarpe, N 01° 54' 17" E, a distance of 2,336.53 feet to Point "E";

THENCE, N 81° 03' 50" E, a distance of 1,121.93 feet to Point "F";

THENCE, N 01° 10' 00" E, a distance of 3,640.25 feet to Point "A", being the point of commencement; said tract of land containing 400.008 acres.

Together with all buildings and improvements thereon as well as all rights, ways, privileges, servitudes, accretions, alluvions thereto belonging or in anywise appertaining."

AND**II.**

All of vendor's rights, titles and interests of whatever nature or kind in and to the following described property:

"A certain area located in the Parish of Terrebonne, State of Louisiana adjacent to and southwesterly of the tract designated as Tract I, more particularly described hereinabove, and more particularly shown and designated on a certain plat or sketch of said area entitled "Sketch Showing the Dredged Area - Short Cut Canal - in 1967 by the Terrebonne Parish Police Jury and the Dredged Area by the Walter Land Company", dated March 25, 1974, prepared by T. Baker Smith and Son, Inc., Civil and Consulting Engineers, Houma, Louisiana, which said area is more particularly described as follows, to-wit:

"COMMENCING at Point "D"; said Point "D" being the southwest corner of the hereinabove described tract of land purchased this day by the Terrebonne Port Commission from the Walter Land Company; and said Point "D" being shown on the aforesaid plat of the hereinabove described land dated March 25, 1974, and attached hereto and made a part hereof by reference.

THENCE, S 81° 03' 50" W, a distance of 904.55 feet to a point;

THENCE, N 22° 12' 40" E, a distance of 1,948.45 feet to a point;

THENCE, N 19° 15' 15" E, a distance of 711.70 feet to Point "E" as shown on the aforesaid plat dated March 25, 1974, attached hereto and made a part hereof by reference;

THENCE, S 01° 54' 17" W, a distance of 2,336.53 feet to the aforesaid Point "D", being the point of commencement, all of the area being described hereinabove lying within the dredged harbor area of the Short Cut Canal and Bayou LaCarpe and being presently submerged.

Together with all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining."

The tracts of land hereinabove described and conveyed herein being portions of those certain properties acquired by vendor, Walter Land Company from the South Coast Corporation by deed dated December 30, 1970, recorded January 11, 1971, at COB 506, folio 177, under Entry No. 393357, Conveyance Records of Terrebonne Parish, Louisiana.

SALE - No. 3

This sale is made and accepted subject to the following:

1. The parties hereto acknowledge that all oil, gas and other minerals and all mineral and royalty rights whatsoever under the hereinabove described tracts of land as well as the rights to grant any and all oil, gas and mineral leases and to receive all bonuses, rentals and royalties payable under any such lease or leases are reserved in favor of The South Coast Corporation by the aforesaid Deed to the Walter Land Company dated December 31, 1970 and more particularly referred to hereinabove subject however to that certain release of surface rights dated May 30, 1974 and recorded on May 30, 1974, at COB 587, under Entry No. 467457, records of Terrebonne Parish, Louisiana.
2. Oil, gas and mineral lease from The South Coast Corporation to Humble Oil Company dated January 28, 1971, recorded April 23, 1971 at COB 512, Folio 24, under Entry No. 398846 records of Terrebonne Parish which said mineral lease was amended by Act executed by The South Coast Corporation and Humble Oil and Refining Company, dated June 23, 1971, recorded July 29, 1971, at COB 518, Folio 368, under Entry No. 404416, records of Terrebonne Parish, Louisiana and further modified by Notice of Merger of Humble Oil Company into Exxon Corporation, dated January 3, 1973, recorded January 4, 1973, at COB 552, Folio 645, under Entry No. 436153, records of Terrebonne Parish, Louisiana; which said oil, gas and mineral lease as amended and modified is subject, however, to that certain Act of Partial Surface Release effective March 13, 1974 by Exxon Corporation and vendor, Walter Land Company, which said Act was recorded on May 30, 1974, at COB 587, Folio ---, under Entry No. 467459 of the records of Terrebonne Parish, Louisiana.
3. Servitude and right-of-way granted by The South Coast Corporation to The Terrebonne Parish Police Jury, dated April 17, 1967, recorded June 13, 1967 at COB 439, Folio 579, under Entry No. 322779, records of Terrebonne Parish, Louisiana, which servitude of right-of-way is

SALE - No. 4

more particularly shown and depicted as "Industrial Boulevard" on the plat of survey dated February 8, 1974 (last revised on May 15, 1974) attached hereto and made a part hereof by reference.

4. Right-of-way granted by The South Coast Corporation to Louisiana Power and Light Company, dated July 2, 1969, recorded July 15, 1969, at COB 479, Folio 637, under Entry No. 365307, records of Terrebonne Parish, Louisiana, which right-of-way lies within a strip of land one (1) foot wide and included within the area occupied by the aforesaid Industrial Boulevard as depicted on said plat of survey dated February 8, 1974, (last revised on May 15, 1974) referred to hereinabove and attached hereto and made a part hereof as though fully written out herein in extenso.

5. Servitude of drain granted by Walter Land Company to Terrebonne Parish Police Jury, dated November 10, 1971, recorded November 12, 1971 at COB 525, Folio 440, under Entry No. 410306, records of Terrebonne Parish, Louisiana, which said servitude of drain is more particularly shown and designated as the 100' Drainage Servitude more particularly shown and depicted on the aforesaid plat of survey dated February 8, 1974, (last revised on May 15, 1974), referred to hereinabove and attached hereto and made a part hereof by reference.

6. Right-of-way granted by Walter Land Company to Waterworks District No. 2 of the Parish of Terrebonne, State of Louisiana, dated June 5, 1973, recorded June 5, 1973 at COB 563, Folio 280, under Entry No. 445724, Public Records of Terrebonne Parish, Louisiana; the area affected by said right-of-way being shown and depicted as "pump houses" and lies within an area consisting of a five (5') foot wide strip of land lying immediately adjacent to and south of the Industrial Boulevard, all of which is depicted on the aforesaid plat of survey dated February 8, 1974 (last revised on May 15, 1974) referred to hereinabove and attached hereto and made a part hereof as though fully written out herein in extenso.

SALE - No. 5

7. Oil, gas and mineral lease from The South Coast Corporation to Amoco Production Company dated February 1, 1973, recorded April 12, 1973 at COB 559, Folio 399, under Entry No. 442309 records of Terrebonne Parish, Louisiana; which said oil, gas and mineral lease is subject, however, to that certain Act of Surface Release dated February 27, 1974, recorded at COB 587, Folio --- under Entry No. 467460, records of Terrebonne Parish, Louisiana, on May 30, 1974.

Vendor acknowledges that Purchaser, in connection with its proposed development of the property herein conveyed, may elevate the level of the subject property by utilizing fill material or otherwise; accordingly, Vendor releases any and all rights or servitudes of drain, created by operation of law or otherwise, as well as all legal servitudes, over, through, under or across the property hereby conveyed. In consideration of the foregoing, Purchaser grants to Vendor, and Vendor reserves from this sale, a right and servitude of drain over, through and across that certain area outlined in red on the plat attached hereto (the servitude area) including the right to dig and maintain ditches over, through and across said servitude area in order to drain adjacent lands of Vendor; the said servitude area is more particularly described as follows:

"A certain 0.308 acre servitude in Section 12, T17S-R17E, Terrebonne Parish, Louisiana, and being more fully described as follows:

COMMENCING at a point being S 08° 56' 10" E, a distance of 76.32 feet from Point "B" to the point of beginning;

THENCE, N 82° 00' 00" W, a distance of 888.79 feet;

THENCE, S 08° 56' 10" E, a distance of 15.79 feet;

THENCE, S 82° 00' 00" E, a distance of 888.79 feet;

THENCE, N 08° 56' 10" W, a distance of 15.79 feet to the point of beginning and containing 0.308 acres; all as more fully shown on the attached map by T. Baker Smith & Son, Inc. dated February 8, 1974 (last revised May 15, 1974), and titled "Terrebonne Port Commission Proposed Purchase From Walter Land Co. in Section 12, T17S-R17E, Terrebonne Parish, Louisiana".

SALE - No. 6

Vendor additionally agrees that in the event Purchaser elects to cover the said servitude area, in order to furnish improved access to the property hereby conveyed, Vendor shall have the right to approve any proposed plans for such cover and, upon its concurrence therein, Vendor agrees to pay one-half (1/2) of the total cost thereof, including, but not limited to, the cost of culverts or other similar structures, fill, and filling, utilized to furnish cover of the servitude area. Should Vendor fail or refuse to pay such amount within sixty (60) days after demand therefor, the servitude of drain granted to and reserved by Purchaser as to the servitude area more fully described above shall ipso facto terminate.

As added consideration for this sale, Terrebonne Port Commission does agree to assume, and does hereby assume, all of those certain requirements imposed upon Walter Land Company by:

- (i) Terrebonne Parish Police Jury permit dated April 15, 1971,
and
- (ii) Those certain letters from Terrebonne Port Commission dated May 7 and May 14, 1971,

and does agree that Walter Land Company, its successors and assigns are hereby relieved of and from all such requirements, and compliance therewith, Terrebonne Port Commission hereby agreeing to be fully responsible therefor.

Vendor does not convey, but specifically reserves, any and all sugarcane or other crop allotments which might otherwise attach or be appurtenant to the property herein conveyed, but grants unto Purchaser the exclusive right and use of the surface of the subject property.

CASH SALE -- No. 7

This sale and transfer is made and accepted for and in consideration of the price and sum of Eight Hundred Sixty Thousand and No/100 (\$860,000.00) ----- Dollars, lawful United States Currency, paid cash, by the purchaser to the vendor who hereby grants full and final acquittance, receipt and discharge therefor.

Taxes for the year 1973 have been paid. The parties agree to prorate taxes due for the year 1974. Vendee assumes responsibility for all taxes due for the year 1975 and all subsequent years.

The parties dispense with the Certificate of Mortgages required by law, and exonerate me, undersigned officer, from any responsibility therefor.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

WITNESSES:

[Handwritten signatures]

WALTER LAND COMPANY
By: *[Signature]*
LOGAN H. BABIN, AGENT
TERREBONNE PORT COMMISSION
By: *[Signature]*
A. LEMIGUET, PRESIDENT

[Signature]

GEORGE ARCENEUX, JR.
NOTARY PUBLIC

Houma, La., 5/31, 1974

I hereby certify that all taxes due on the property herein conveyed have been fully paid and discharged.

[Signature]
Deputy Tax Collector, Terrebonne Parish, Louisiana

[Signature]
City Clerk, City of Houma, La.

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CERTIFICATE

I, J. H. Adams, Vice President and Secretary of Walter Land Company, a Delaware corporation, do hereby certify that by unanimous written consent of the Board of Directors of said Corporation on the 21st day of May, 1974, the following resolution was adopted, and that such resolution is still in force and effect and has never been repealed:

RESOLVED, That Logan H. Babin, Sr. is hereby authorized and empowered to execute for and on behalf of the Corporation a suitable Deed of Conveyance or Act of Sale, provided that no minerals and no cane allotments shall be conveyed, to transfer and convey the following described land owned by the Corporation to the Terrebonne Port Commission for the sum of Eight Hundred Sixty Thousand (\$860,000) Dollars cash:

I.

A certain tract of land located in the Parish of Terrebonne, State of Louisiana in Section 12, T17S, R17E and being more particularly shown and designated on a certain plat of survey entitled "Terrebonne Port Commission Proposed Purchase from Walter Land Company in Section 12, T17S, R17E Terrebonne Parish, Louisiana," dated February 8, 1974 (last revised on May 15, 1974) and prepared by T. Baker Smith and Son, Inc., Civil and Consulting Engineers, Houma, Louisiana, a copy of which is attached to this Act of Sale and made a part hereof by reference; and said tract of land being more particularly described as follows, to-wit:

COMMENCING at Point "A", said Point "A" being located on the common right-of-way line between Industrial Boulevard and the Southern Pacific Railroad and being 2,807.57 feet on a bearing of S 81° 02' 26" E of the conventional northwest corner of Section 12;

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THENCE, S 82° 00' 00" E, a distance of 2,207.63 feet to Point "B", said point being on the common right-of-way line between Industrial Boulevard and the Southern Pacific Railroad;

THENCE, S 08° 56' 10" E, a distance of 5,235.55 feet to Point "C";

THENCE, S 81° 03' 50" W, a distance of 4,311.81 feet to Point "D";

THENCE, along the eastern edge of the dredged Bayou LaCarpe, N 01° 54' 17" E, a distance of 2,336.53 feet to Point "E";

THENCE, N 81° 03' 50" E, a distance of 1,121.93 feet to Point "F";

THENCE, N 01° 10' 00" E, a distance of 3,640.25 feet to Point "A", being the point of commencement; said tract of land containing 400.008 acres.

Together with all buildings and improvements thereon as well as all rights, ways, privileges, servitudes, accretions, alluvions thereto belonging or in anywise appertaining.

AND

II.

All of vendor's rights, titles and interests of whatever nature or kind in and to the following described property:

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A certain area located in the Parish of Terrebonne, State of Louisiana adjacent to and southwesterly of the tract designated as Tract I, more particularly described hereinabove, and more particularly shown and designated on a certain plat or sketch of said area entitled "Sketch Showing the Dredged Area - Short Cut Canal - in 1967 by the Terrebonne Parish Policy Jury and the Dredged Area by the Walter Land Company", dated March 25, 1974, prepared by T. Baker Smith and Son, Inc., Civil and Consulting Engineers, Houma, Louisiana, which said area is more particularly described as follows, to-wit:

COMMENCING at Point "D"; said Point "D" being the southwest corner of the hereinabove described tract of land purchased this day by the Terrebonne Port Commission from the Walter Land Company; and said Point "D" being shown on the aforesaid plat of the hereinabove described land dated March 25, 1974, and attached hereto and made a part hereof by reference.

THENCE, S 81° 03' 50" W, a distance of 904.55 feet to a point;

THENCE, N 22° 12' 40" E, a distance of 1,948.45 feet to a point;

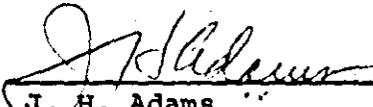
THENCE, N 19° 15' 15" E, a distance of 711.70 feet to Point "E" as shown on the aforesaid plat dated March 25, 1974, attached hereto and made a part hereof by reference;

THENCE, S 01° 54' 17" W, a distance of 2,336.53 feet to the aforesaid Point "D", being the point of commencement, all of the area being described hereinabove lying within the dredged harbor area of the Short Cut Canal and Bayou LaCarpe and being presently submerged.

Together with all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

The tracts of land hereinabove described and conveyed herein being portions of those certain properties acquired by vendor, Walter Land Company from the South Coast Corporation by deed dated December 30, 1970, recorded January 11, 1971, at COB 506, folio 177, under Entry No. 393357, Conveyance Records of Terrebonne Parish, Louisiana.

IN WITNESS WHEREOF, I hereunto set my hand and seal of the said Corporation this 2nd day of May, 1974.



J. H. Adams
Vice President and Secretary
Walter Land Company

RESOLUTION

RESOLVED, By the Terrebonne Port Commission that its President, **A. J. Buquet**, be and he is hereby authorized, directed and empowered to purchase from Walter Land Company the following described property:

I.

"A certain tract of land located in the Parish of Terrebonne, State of Louisiana in Section 12, T17S, R17E and being more particularly shown and designated on a certain plat of survey entitled "Terrebonne Port Commission Proposed Purchase from Walter Land Company in Section 12, T17S, R17E Terrebonne Parish, Louisiana", dated February 8, 1974 (last revised on May 15, 1974) and prepared by T. Baker Smith and Son, Inc., Civil and Consulting Engineers, Houma, Louisiana, a copy of which is attached to this Act of Sale and made a part hereof by reference; and said tract of land being more particularly described as follows, to-wit:

COMMENCING at Point "A", said Point "A" being located on the common right-of-way line between Industrial Boulevard and the Southern Pacific Railroad and being 2,807.57 feet on a bearing of S 81° 02' 26" E of the conventional northwest corner of Section 12;

THENCE, S 82° 00' 00" E, a distance of 2,207.63 feet to Point "B", said point being on the common right-of-way line between Industrial Boulevard and the Southern Pacific Railroad;

THENCE, S 08° 56' 10" E, a distance of 5,235.55 feet to Point "C";

THENCE, S 81° 03' 50" W, a distance of 4,311.81 feet to Point "D";

THENCE, along the eastern edge of the dredged Bayou LaCarpe, N 01° 54' 17" E, a distance of 2,336.53 feet to Point "E";

THENCE, N 81° 03' 50" E, a distance of 1,121.93 feet to Point "F";

THENCE, N 01° 10' 00" E, a distance of 3,640.25 feet to Point "A", being the point of commencement; said tract of land containing 400.008 acres.

Together with all buildings and improvements thereon as well as all rights, ways, privileges, servitudes, accretions, alluvions thereto belonging or in anywise appertaining."

AND

II.

All of vendor's rights, titles and interests of whatever nature or kind in and to the following described property:

"A certain area located in the Parish of Terrebonne, State of Louisiana adjacent to and southwesterly of the tract designated as Tract I, more particularly described hereinabove, and more

particularly shown and designated on a certain plat or sketch of said area entitled "Sketch Showing the Dredged Area - Short Cut Canal - in 1967 by the Terrebonne Parish Police Jury and the Dredged Area by the Walter Land Company", dated March 25, 1974, prepared by T. Baker Smith and Son, Inc., Civil and Consulting Engineers, Houma, Louisiana, which said area is more particularly described as follows, to-wit:

"COMMENCING at Point "D"; said Point "D" being the southwest corner of the hereinabove described tract of land purchased this day by the Terrebonne Port Commission from the Walter Land Company; and said Point "D" being shown on the aforesaid plat of the hereinabove described land dated March 25, 1974, and attached hereto and made a part hereof by reference.

THENCE, S 81° 03' 50" W, a distance of 904.55 feet to a point;

THENCE, N 22° 12' 40" E, a distance of 1,948.45 feet to a point;

THENCE, N 19° 15' 15" E, a distance of 711.70 feet to Point "E" as shown on the aforesaid plat dated March 25, 1974, attached hereto and made a part hereof by reference;

THENCE, S 01° 54' 17" W, a distance of 2,336.53 feet to the aforesaid Point "D", being the point of commencement, all of the area being described hereinabove lying within the dredged harbor area of the Short Cut Canal and Bayou LaCarpe and being presently submerged.

Together with all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining."

The tracts of land hereinabove described and conveyed herein being portions of those certain properties acquired by vendor, Walter Land Company from the South Coast Corporation by deed dated December 30, 1970, recorded January 11, 1971, at COB 506, folio 177, under Entry No. 393357, Conveyance Records of Terrebonne Parish, Louisiana.

for a total cash consideration of \$860,000.00, said sum to be so paid to the said Walter Land Company upon receipt of such amount allocable to such purchase price from the Office of the Treasurer, State Bond Commission, State of Louisiana, payable out of funds authorized by Act 15 of the 1969 Louisiana Legislature, such sale to be on the additional terms and conditions as set forth in a proposed act of sale, and in substantial accordance therewith, attached to these minutes as Exhibit "A", said sale comprising seven (7) pages, and

FURTHER RESOLVED, That the said officer is additionally authorized, directed and empowered to execute such act of sale and to do and perform all such other acts or things as, in his sole and uncontrolled discretion,

he may deem necessary, wise, desirable or prudent in order to effect the authorization hereinabove set forth, including but not limited to, the delivery of any and all executed documents to a duly authorized bank or trust company situated in Terrebonne Parish, Louisiana, to be so held, by it, in escrow, pending delivery of the bond proceeds and funds adequate to pay and discharge the purchase price of the above described property.

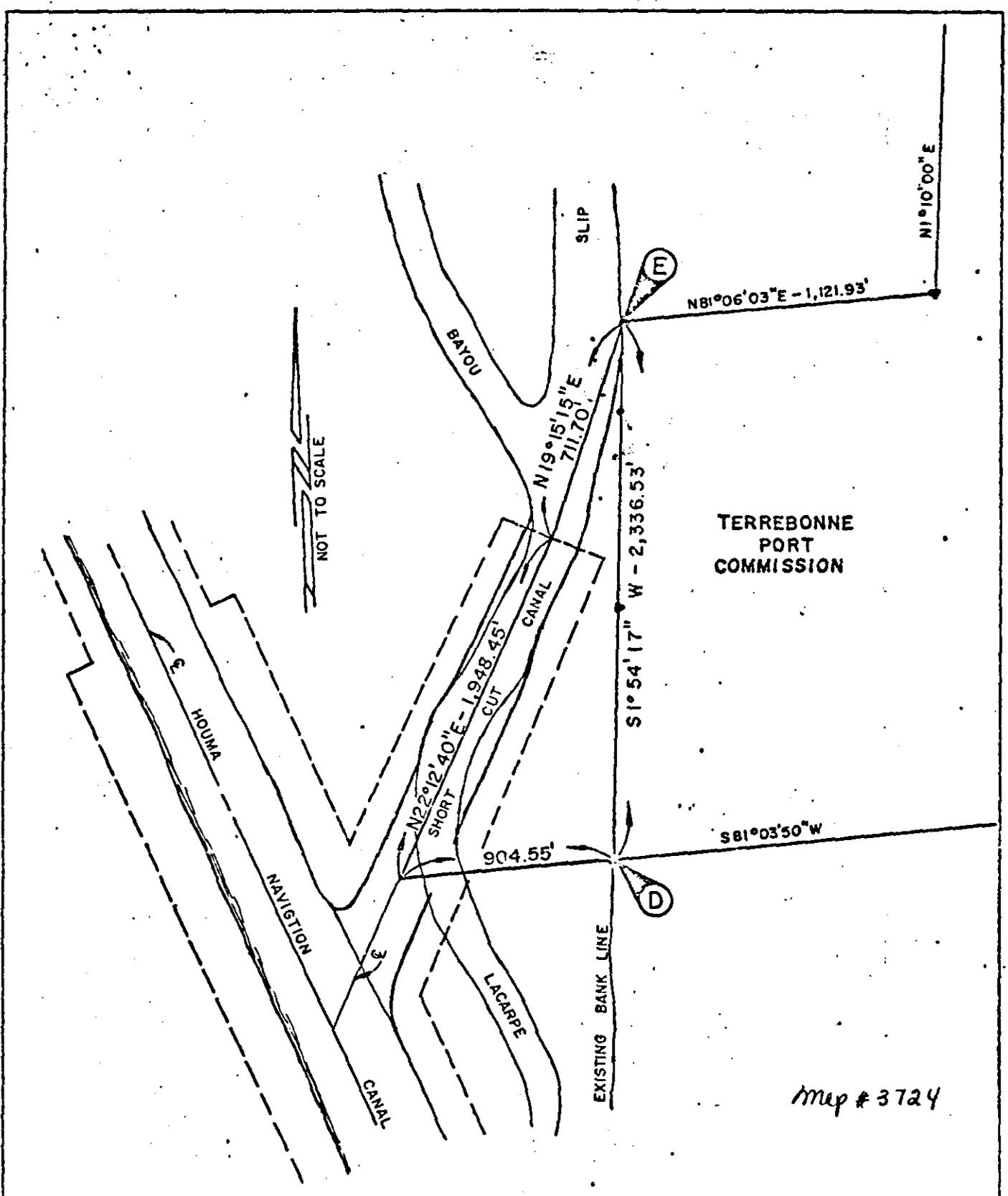
* * * * *

This is to certify that the above and foregoing resolution was duly adopted at a meeting of the Terrebonne Port Commission held on the 14th day of May, 1974, in the Court House Annex at Houma, Louisiana, pursuant to proper notice and call, and at which said meeting a quorum of said members was present and voting throughout.

I do further certify that I have examined the Act of Sale to which this resolution is attached, compared same with the Exhibit "A" attached to the minutes of the meeting from which the above and foregoing resolution is extracted and that the said Act of Sale to which this resolution is attached is in accordance with the said Exhibit "A", comprising seven (7) pages, as referred to in the above resolution.

WITNESS MY HAND at Houma, Louisiana, this 31st day of May, 1974.

E. J. Yancey
SECRETARY



TERREBONNE
PORT
COMMISSION

map # 3724

SKETCH SHOWING THE DREDGED AREA
 - SHORT CUT CANAL - IN 1967 BY THE
 TERREBONNE PARISH POLICE JURY
 AND THE DREDGED AREA BY THE
 WALTER LAND COMPANY

T. BAKER SMITH & SON, INC.
 CIVIL & CONSULTING ENGINEERS
 HOUMA, LOUISIANA

FILED FOR RECORD
 PARISH OF
 TERREBONNE, LA.
 Map # 3724
 1974 MAY 31 AM 11:52

DATE: MARCH 25, 1974
 SCALE: NONE

Charles J. Saincy
 DEPUTY
 CLERK OF COURT

826

PART OF ENTRY NO. 467523, BEING
 AN ATTACHED PLAT, HAS BEEN REMOVED
 FROM THE ORIGINAL ACTS AND PLACED
 IN MAP VOL. 35 FOLIO 19
 MAP NO. 3723
 CONVEYANCE BOOK 587 FOLIO 811

PLAT DESCRIPTION:

Terrebonne Port Commission
 Proposed Purchase From Walter
 Land Company in Section 12,
 12, T17S-R17E, Terrebonne Parish,
 Louisiana.

DATE OF RECORDATION:

May 31, 1974

Recorded MAY 31 1974

[Handwritten Signature]
 Clerk

OYSTER BEDDING GROUND LEASE

—OR—

No. 18652

E. J. Cuddy
Box 1, Box 530
Boutte, La.

PARISH OF
 Terrebonne

RECORDED
 LEASE REGISTER

No. 60 Folio 209

this 1st of June 1957

Application B-923

Recorded JUN 13 1967
Robert Boudreau, Clerk

GRANT OF A SERVITUDE OF RIGHT OF WAY

STATE OF LOUISIANA
 PARISH OF TERREBONNE

320779

BE IT KNOWN, that

THE SOUTH COAST CORPORATION, a Delaware Corporation,
 duly authorized to and doing business in the State of Louisiana,
 hereinafter referred to as "Grantor", in consideration of the
 benefits, uses and advantages to it, and for and upon such
 other terms, conditions or considerations hereinafter expressed,
 does hereby grant, transfer, assign, set over and deliver unto:

THE TERREBONNE PARISH POLICE JURY, a political corpora-
 tion organized under the laws of the State of Louisiana, domiciled
 in the Parish of Terrebonne, Louisiana, represented herein by its
 duly authorized officer, or its assigns, accepting and acknowl-
 edging delivery and possession for the Police Jury, all and
 singular, a servitude of right of way not to exceed seventy-four
 (74) feet in width, on, over and across the following described
 property located in the Parish of Terrebonne, State of Louisiana,
 to wit:

That portion of the Woodlawn Plantation belonging
 to The South Coast Corporation located west of
 Louisiana State Highway No. 57 and South of the
 Ashland Branch of the Southern Pacific Company in
 Section 12, T17S-R17E.

The servitude of right of way herein granted shall
 be located adjacent to, and immediately south of
 the right of way of that section of the Ashland
 Branch of the Southern Pacific Company which has
 a width of fifty (50) feet and extends along the
 north line of Section 12, T17S-R17E from Louisiana
 Highway No. 57 westerly to the point where it
 crosses the north line of said Section 12, T17SR17E,
 the south boundary of the right of way herein con-
 veyed being located at a distance not to exceed
 ninety-nine feet from the center line of the exist-
 ing main line tracks of the Ashland Branch of the
 Southern Pacific Company, measured in a southerly
 direction.

It is expressly understood that this grant and transfer
 of the above described right of way is made solely for the con-
 struction and maintenance of a public road and is a conveyance
 of a servitude across the lands hereinabove described and not a
 conveyance of the full ownership thereto, and the Grantor by

these presents especially does not transfer any right to oil, gas and other minerals lying beneath the area herein subjected to the said servitude for right of way purposes, it being specifically understood, however, that while no exploration, drilling nor mining of gas or other minerals of any kind shall be conducted upon the area covered by said servitude of right of way, there may be directional drilling from adjacent lands to extract the oil, gas or other minerals from under the area subject to said servitude.

These presents are signed and executed by Grantor for and in consideration of the benefits and advantages to be derived from the improvement, construction and maintenance of the said public road and the enhanced value that will accrue to Grantor's adjacent land, and subject to the following express terms and conditions:

1. The Police Jury shall construct and maintain the said public road, all at its own cost and expense and at no cost or expense to Grantor, it being further agreed and understood that should the rights herein granted not be exercised, in whole or part, within three (3) years from the date hereof, this grant shall at such time terminate and be null, void and of no effect.

2. Grantor reserves the right at any time during the existence of the herein granted servitude or right of way to construct, operate and maintain on, over, under or across the said servitude or right of way, such access roads, railroad spur lines, pipe line crossings, power, telephone and telegraph lines, drainage structures or any other facilities as Grantor may deem necessary or desirable, as well as the reasonable right of entry for the construction, repair and maintenance thereof, without the payment of any compensation therefor, provided, however, that during the construction, operation or maintenance of same, Grantor shall take all reasonable steps necessary to maintain the use of any roadway which may be constructed by virtue of this servitude or right of way, and, further upon the completion of any such construction, maintenance or repair that may be undertaken, to restore any such roadway and appurtenances to substantially the same condition as may have existed prior thereto.

3. Construction and maintenance of the public road for which this grant and transfer of the above described servitude or right of way is made, shall be conducted in such a manner so as not to unreasonably interfere with any of Grantor's operations and the drainage of its adjacent lands. The Police Jury shall, at its sole cost and expense, adjust to the grade and/or alignment of its roadway, any access roads, railroad spur lines, pipe lines, power and telephone lines, drainage structures or any other facilities that may have been constructed by Grantor prior to the construction of said roadway.

4. Should the servitude of right of way herein granted and transferred be not used by the Police Jury, its successors or assigns, for any period of twelve (12) consecutive months, this grant of such servitude of right of way shall thereupon stand cancelled and revoked and the above described premises shall be and remain free of any such rights hereby granted.

5. This grant is made subject to all such oil, gas and mineral leases and other servitudes as may presently be outstanding with respect to the property covered hereby, and all such future oil, gas and mineral leases to which it may be made subject.

It is understood and agreed that the Police Jury assumes any and all risks involved in the use of the above described right of way and servitude, and specifically agrees to hold The South Coast Corporation harmless against any and all claims, of whatsoever nature and kind, resulting from the exercise of the rights herein granted.

IN TESTIMONY WHEREOF the parties hereto have signed these presents as their free and voluntary act in the presence of the undersigned competent witnesses, after due reading of the whole, as of the 17th day of April, 1967.

WITNESSES:

Anna Leigh Keller
Susan B. Boudreaux
Mildred L. Williams
Sandra C. Belonger

THE SOUTH COAST CORPORATION

By *J. J. Johnson*
President

TERREBONNE PARISH POLICE JURY

By *Robert D. ...*
President
Secretary

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally came and appeared *Anna Leigh Keller*, to me personally known, who, being duly sworn, deposed that she was one of the subscribing witnesses to the foregoing instrument and that same was signed by Grantor, in her presence and in the presence of *Susan B. Boudreaux* the other subscribing witness.

SWORN TO AND SUBSCRIBED before me

on this 18th day of April, 1967

Robert M. ...
Notary Public
DEPUTY CLERK OF COURT
AND EX-OFFICIO NOTARY PUBLIC
PARISH OF TERREBONNE, LA.

Anna Leigh Keller
DEPUTY CLERK OF COURT
AND EX-OFFICIO NOTARY PUBLIC
PARISH OF TERREBONNE, LA.

CERTIFIED EXCERPT FROM
MINUTES OF MEETING OF
THE BOARD OF DIRECTORS OF
THE SOUTH COAST CORPORATION,
HELD IN CHICAGO, ILLINOIS ON
MARCH 17, 1964

"Upon motion being made and seconded, the following resolution was unanimously adopted:

572

"BE IT RESOLVED, That Mr. J. J. Munson, President of this Company, be empowered and authorized to grant to the Terrebonne Parish Police Jury a right of way for the construction and maintenance of a public road across a part of Woodlawn Plantation of the Ashland Division, from the Delta Iron Works property to Grant Gaillou road."

I, S. J. MENARD, Assistant Secretary of THE SOUTH COAST CORPORATION, do hereby certify that the above and foregoing is a true and correct copy of a certain resolution duly adopted at a meeting of the Board of Directors of said corporation duly called and held on the seventeenth day of March, 1964, at which meeting a quorum of the Board was present as the same appears of record in the minute book of the corporation.

IN EVIDENCE WHEREOF, witness my official hand and seal of said corporation, in New Orleans, Louisiana, this 12th day of May, 1967.

S. J. Menard
Assistant Secretary

JUL 13 11:10
Mrs. M. Cook
TERREBONNE, LA.

RECEIVED

MAY 13 1967

THE SOUTH COAST CORP.
HOUMA OFFICE

Recorded JUN 13 1967

Robert Boudreau, Clerk

322780

SUCCESSION OF * STATE OF LOUISIANA
OSCAR C. BANZHOFF * 17TH JUDICIAL DISTRICT COURT
PROBATE NO. 4563 * PARISH OF TERREBONNE

JUDGMENT OF POSSESSION

Considering the above and foregoing Petition for Possession, including the Tableau of Distribution filed herein on May 29, 1967, the publication thereof on June 2, 1967, the Appearance of the Attorney for the Inheritance Tax Collector in and for the Parish of Terrebonne, Louisiana, and the law;

IT IS ORDERED, ADJUDGED AND DECREED that the final Tableau of Distribution filed herein on May 29, 1967 be and the same is hereby approved and homologated, and that Mrs. Daisy Brady Banzhoff, as administratrix of the estate of Oscar C. Banzhoff is hereby authorized to disburse the funds remaining in her hands as administratrix in the amount of Eight Hundred Twenty-five and 03/100 (\$825.03) Dollars to herself as sole surviving widow and heir of Oscar C. Banzhoff;

410306

E SOUTHERN PACIFIC RAILROAD

N81°59'44"W 4129.34'

INDUSTRIAL BLVD. R/W

103.49'

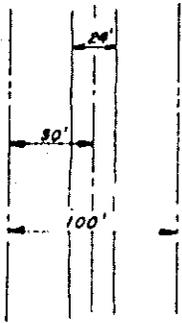
S80°56'10"E

6456.68'

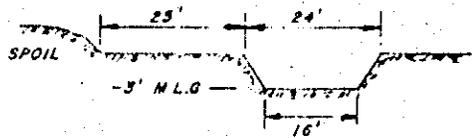
HOUMA LA ST HWY ST

T17S-R17E

SEC. 12



DRAINAGE SERVITUDE DETAIL
SCALE: 1" = 100'



PROFILE
LOOKING NORTH
SCALE:
HORIZ. 1" = 30'
VERT. 1" = 30'

— SCALE: 1" = 1000' —

PLAT SHOWING
A PROPOSED DRAINAGE SERVITUDE FROM THE
WALTER LAND COMPANY TO TERREBONNE
PARISH POLICE JURY IN SEC. 12, T17S-R17E, TERREBONNE
PARISH, LOUISIANA

OFFICE OF: ROBERT C. REED
HOUMA, LOUISIANA

CONSULTING CIVIL ENGINEER
AND LAND SURVEYOR

OCTOBER 19, 1971

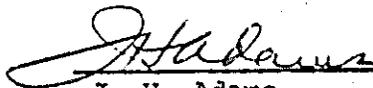
APPROVED *R.C. Reed*

CERTIFICATE

I, J. H. Adams, Vice President and Secretary of Walter Land Company, a Delaware corporation, do hereby certify that by unanimous written consent of the Board of Directors of said Corporation on the 2nd day of November, 1971, the following resolution was adopted, and that such resolution is still in force and effect and has never been repealed:

"RESOLVED, That Logan H. Babin, Sr. is hereby authorized and empowered to execute for and on behalf of the Corporation a right-of-way permit granting the Terrebonne Parish Police Jury the right-of-way and servitude to construct, operate, and maintain a drainage canal over certain property owned by the Corporation in the Parish of Terrebonne, State of Louisiana, in substantially the form attached hereto as Exhibit A."

IN WITNESS WHEREOF, I hereunto set my hand and seal of the said Corporation this 2nd day of November, 1971.



J. H. Adams
Vice President and Secretary
Walter Land Company

BUTLEY MAHLER, PRESIDENT
 CHARLES DUET
 WARD 1, BCHRIEVER, LA.
 M. L. SHAFFER, JR.
 WARD 2, RTE. 2, BOX 620
 HOUMA, LA.
 FLOYD J. DUPLANTIS
 WARD 3, 1105 MORRISON AVENUE
 HOUMA, LA.
 EDWARD P. LYONS
 WARD 3, 100 JANE AVENUE
 HOUMA, LA.
 BUTLEY MAHLER
 WARD 3, HOUMA, LA.
 AL CENAC JR
 WARD 3, HOUMA, LA.
 ALPHONSE J. AUTHEMENT, JR.
 WARD 4, GRAND CAILLOU RTE, BOX 380
 HOUMA, LA.
 R B EDMONSON
 WARD 5, 318 CENTRAL AVE.
 HOUMA, LA.

OFFICE OF
POLICE JURY
 PARISH OF TERREBONNE
 MEETS SECOND WEDNESDAY OF EVERY MONTH
 HOUMA, LOUISIANA
 P. O. BOX 367

RALPH B. BISLAND, SEC'Y-TREAS.
 CLAUDE BOURG
 WARD 5, BOURG, LA.
 ROYAL J. PELLEGRIN
 WARD 6, MONTEGUT, LA.
 JACOB LECOMPTE
 WARD 7, RTE. 3, BOX 406 B
 HOUMA, LA.
 OWEN WALTHER
 WARD 8, GIBSON, LA.
 CONRAD LIRETTE
 WARD 9, RFD. NO. 1, BOX 492
 HOUMA, LA.
 ROBERT HARMANDE
 WARD 10, DULARGE RTE.
 HOUMA, LA.
 ALPHONSE BADEAUX
 WARD 3, 467 OOUAUX AVE.
 HOUMA, LA.

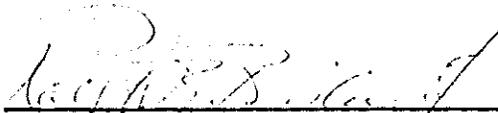
November 10, 1971

"Mr. Duet stated there was a right of way agreement on file from the Walter Land Company granting the Parish of Terrebonne the servitude for constructing a drainage lateral in Section 12, T-17-S, R-17-E in Terrebonne Parish.

Mr. E. Lyons moved, seconded by Mr. A.J. Authement, Jr. that the Secretary, Mr. R. Bisland, be authorized to sign the right of way agreement in the name of the Parish of Terrebonne for a drainage lateral across certain lands owned by the Walter Land Company in Section 12, T-17-S, R-17-E. The motion passed."

I, Ralph B. Bisland, Secretary of the Police Jury of Terrebonne Parish, Louisiana, do hereby certify that the foregoing is a true and correct copy of the MOTION adopted by the Police Jury of Terrebonne Parish in regular session on NOVEMBER 9, 1971 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE & SEAL OF OFFICE this 10th. day of November, 1971.



 Ralph B. Bisland
 Secretary-Treasurer
 Terrebonne Parish Police Jury

RIGHT OF WAY PERMIT

In consideration of One Dollar (\$1.00) cash, the receipt of which is hereby acknowledged, and the benefit which will accrue to the property by the availability of proper drainage, and for the benefits which the Parish of Terrebonne will receive by virtue of drainage of the subject property, as well as adjacent properties, I (we) hereby grant to the Terrebonne Parish Police Jury, its successors and assigns, the right of way and servitude to construct, operate and maintain a drainage canal, including the digging and maintaining of said canal, with the option to cut trees and other growth, so as to keep the said canal clean, over and across the property which we own or in which we have an interest, in the Parish of Terrebonne, State of Louisiana, and more particularly described as follows:

A certain parcel of ground situated in the Parish of Terrebonne, State of Louisiana, in Section 12, T17S-R17E, measuring a width of One Hundred Feet (100'), and more particularly described as Fifty (50') feet on either side of the following center-line description:

Commencing in the intersection of the centerline of Louisiana State Highway 57 with the centerline of the Southern Pacific Railroad;

THENCE N81°59'44"W, on and along said railroad centerline, a distance of 4,129.34';

THENCE S8°56'10"E - 103.49' to a point in the south right of way line of Industrial Boulevard, which point is the place of beginning;

THENCE S8°56'10"E, parallel to the centerline of Louisiana State Highway 57, a distance of 6,456.68', and containing 14.8 acres, more or less, all as more fully shown on a Plat of Survey by Robert C. Reed, Civil Engineer and Land Surveyor, dated October 19, 1971, which said plat is attached hereto and made a part hereof.

The right of way herein granted on the property hereinabove described shall be dug and sloped in strict accordance with the scales and dimensions set out on the plat referred to in the described property above.

Grantee further agrees that all spoils resulting from the digging of said canal and all trees, grass and other objects cut down or moved for said canal shall be disposed of in a proper and prudent manner along the West bank of the canal to be dug. Grantee further agrees that the center of said canal shall be located as near the center of the right of way as possible. Grantee further agrees to cut all limbs, branches, shrubbery and grass along said right of way which would in any way interfere with the proper flowing of the water in said drainage canal, and any subsequent cutting shall also be properly disposed of along the West bank of said canal.

Grantee acknowledges and obligates itself to allow Grantor to use any and all portions of the above described right of way and passage or any other use which does not interfere with the flow or drainage in said canal.

①

As a further consideration and condition for the granting of the hereinabove referred to right of way, Grantee agrees that Grantor shall have the right, at its own discretion and at its own expense and cost, to relocate said drainage canal to any location which Grantor may decide in its sole discretion deemed necessary for its operations. In the event Grantor should relocate said drainage canal the newly created canal shall conform to the same depth and width as indicated on said plat. All of the terms and conditions of this right of way permit shall apply to and affect such newly dug and designated drainage canal.

It is agreed and understood by and between the parties that this servitude of right of way is granted by Grantor without warranty of any kind or nature, including but not limited to the warranty of peaceful possession, and Grantee agrees to hold Grantor free and harmless from any claims whatsoever that the Grantee may have as a result of any disturbance of any nature in the peaceful possession of the right of way or servitude granted herein.

THUS DONE AND SIGNED in the City of Houma, Parish of Terrebonne, State of Louisiana, on this 10 day of November, 1971.

WITNESSES:

Logan H. Babin

Aria R. Habert

Clarence H. Gillet

Nephele B. Arceneaux

WALTER LAND COMPANY

By: Logan H. Babin

GRANTOR

TERREBONNE PARISH POLICE JURY

By: Clarence H. Gillet

GRANTEE

STATE OF LOUISIANA
PARISH OF TERREBONNE

BEFORE ME, the undersigned authority, personally came and appeared Logan H. Babin, who, after being duly sworn, did depose and say:

That he is the Authorized Representative of Walter Land Company, and that he signed and executed the foregoing instrument on behalf of said company, for the uses, purposes and considerations therein set forth, being duly authorized thereunto.

Logan H. Babin

SWORN TO AND SUBSCRIBED BEFORE ME

this 10 day of November,

1971.

Douglas J. Culhane
NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF TERREBONNE

BEFORE ME, the undersigned authority, personally came and appeared:

Raymond B. Sheret, who, after being duly sworn, did depose and say:

That he is the Secretary, Treasurer of the Terrebonne Parish Police Jury, and that he signed and executed the foregoing instrument on behalf of said Terrebonne Parish Police Jury, for the uses, purposes and considerations therein set forth, being duly authorized thereunto.

Raymond B. Sheret

SWORN TO AND SUBSCRIBED BEFORE ME
this 12th day of November,
1971.

Ray B. Sheret
NOTARY PUBLIC

DEPUTY CLERK OF COURT
AND ENJOINED NOTARY PUBLIC
PARISH OF TERREBONNE, LA.

approved as to form
and legality only.
Wilmore J. Broussard, Jr.
District attorney and
attorney for the Terrebonne
Parish Police Jury
10/29/71

FILED FOR RECORD

Nov 12 11 25 AM 1971

Ray B. Sheret
CLERK OF COURT
PARISH OF
TERREBONNE, LA.

Recorded NOV 12 1971

Robert Broussard
Clerk

687801

STATE OF LOUISIANA
PARISH OF TERREBONNE

SPOIL DISPOSAL EASEMENT

BE IT KNOWN THAT, for the consideration and on the terms and conditions hereinafter expressed, grantors, as set out below:

TERREBONNE PORT COMMISSION

(hereinafter called "Grantor" whether one or more) do by these presents grant, convey, transfer, set over and deliver unto:

TERREBONNE PARISH POLICE JURY, a political corporation organized under the laws of the State of Louisiana, or its assigns, (hereinafter called "Grantee"),

A SPOIL DISPOSAL AREA:

CONNECTING at the lower southwest corner of a proposed port site belonging to the Terrebonne Port Commission in Terrebonne Parish, Louisiana, said point lying approximately 100' from the westerly property line and 100' north from the southerly property line on the edge of a existing perimeter drainage canal;

THENCE, northerly along the existing perimeter drainage canal and approximately 100' parallel to the Houma Navigation Canal, a distance of $\pm 800'$ to the edge of a proposed slip location;

THENCE, easterly along the edge of the proposed slip location or projection thereof, a distance of $\pm 3100'$ to the edge of an existing drainage canal;

THENCE, southerly along the edge of the existing drainage canal, a distance of $\pm 1450'$ to the edge of the existing perimeter drainage canal, said point lying approximately 100' north of the southerly property line of the Terrebonne Port Commission property;

THENCE, westerly along the edge of the perimeter drainage canal, a distance of $\pm 3200'$ to the point of beginning as it can be seen on a plan by T. Baker Smith & Son, Inc., dated June 30, 1982 and labeled, "Spoil Disposal Area" as produced for The Terrebonne Port Commission, Proposed Port Slip.

The consideration for the granting of this easement or servitude is hereby declared to be the benefits and advantages to be derived by the improvement of said Houma Navigation Canal and the benefits to accrue to Grantor in the added convenience from the use of said waterway and the enhanced value that may result to the land adjacent thereto.

This grant of easement or servitude is granted for a period of two (2) years from and after the effective date hereof, and the rights herein granted shall terminate upon the expiration of said period and the land returned to the Grantor free from the right herein granted, provided that the servitude herein granted, and all rights, powers, privileges or easements herein conveyed shall cease and terminate in the event that actual improvement of the Houma Navigation Canal is not commenced within one (1) year from the effective date of this instrument, or, if after improvement is commenced the work is interrupted and is not resumed within three (3) months thereafter.

Grantor shall have the right of ingress, egress and transit at all times through the property affected by this easement or servitude with the right of exploiting and developing same for oil, gas or other minerals. This easement is subordinate and subject to any mineral leases now in effect, or which the Grantor may enter into during the life of this easement.

It is a condition of this grant that Grantee shall not unreasonably interfere with the drainage of grantor's remaining lands through the spoil area described above.

Grantee shall have the right to assign the whole, or any portion of the rights herein granted, to the United States of America for the improvement of said Houma Navigation Canal, subject, however, to the provisions hereof.

It is understood and agreed that Grantee assumes any and all risks involved in the use of the above described easement of servitude and specifically

agrees to hold THE TERREBONNE PORT COMMISSION, harmless against any and all claims, of whatsoever nature and kind, resulting from the exercise of the rights herein granted.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing instrument effective the 23rd day of August, 1982, in the presence of the undersigned competent witnesses.

WITNESSES:

[Signature]

May E. Bonwillan

By:

[Signature]

[Signature]
[Signature]

TERREBONNE PARISH POLICE JURY

By: *[Signature]*
President

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally came and appeared: A. Philip Preyan, to me personally known, who, being duly sworn, deposed and said that he was one of the subscribing witnesses to the foregoing instrument and that same was signed by Grantor, in his presence and in the presence of Mary E. Bouwillain, the other subscribing witness.

A. Philip Preyan

Sworn to and subscribed before me this 23rd day of August, 1982.

Nancy A. Bourdeau
NOTARY PUBLIC DEPUTY CLERK OF COURT AND EX-OFFICIO NOTARY PUBLIC PARISH OF TERREBONNE, LA.

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, personally came and appeared: Martyn B. Accensius, to me personally known, who, being duly sworn, deposed and said that he was one of the subscribing witnesses to the foregoing instrument and that same was signed by Grantee, in his (her) presence and in the presence of Paul A. Labat, the other subscribing witness.

Martyn B. Accensius

Sworn to and subscribed before me this 23rd DAY OF August, 1982.

FILED FOR RECORD
1982 PARISH OF
TERREBONNE, LA.

AUG 26 11:48 AM '82.

Nancy A. Bourdeau
NOTARY PUBLIC

DEPUTY CLERK OF COURT
AND EX-OFFICIO NOTARY PUBLIC
PARISH OF TERREBONNE, LA.

Mary E. Bouwillain
DEPUTY CLERK OF COURT

Terrebonne Parish Recording Page

I. Robert "Bobby" Boudreaux
Clerk Of Court
P.O. Box 1569
Houma, La 70361-1569
(985) 868-5660

Received From :
CONSOLIDATED WATERWORKS DISTRICT 1
P. O. BOX 630
ATTN: ACCOUNTS PAYABLE
HOUMA, LA 70361

First VENDOR
TERREBONNE PORT COMMISSION

First VENDEE
CONSOLIDATED WATERWORKS DISTRICT NO 1

Index Type : Conveyances

File # : 1200344

Type of Document : Row - Servitude - Easement

Book : 1901 **Page :** 588

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 Terrebonne Parish, Louisiana



Clerk Of Court

On (Recorded Date) : 01/26/2005

At (Recorded Time) : 2:33:35:000 PM



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CONSOLIDATED WATERWORKS DISTRICT 1
P. O. BOX 630
ATTN: ACCOUNTS PAYABLE
HOUMA, LA 70361

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588

RIGHT-OF-WAY GRANT

STATE OF LOUISIANA
PARISH OF TERREBONNE
KNOWN ALL MEN BY THESE PRESENTS:

That Ed Watson, representing Terrebonne Port Commission, a resident of the Parish of Terrebonne, State of Louisiana, of full age of majority, hereinafter referred to as "GRANTOR", does by these presents grant, unto CONSOLIDATED WATERWORKS DISTRICT NO. 1 OF THE PARISH OF TERREBONNE, STATE OF LOUISIANA, a public corporation and political sub-division created, organized and existing under the laws of the State of Louisiana, herein represented by its duly authorized and empowered President, hereinafter referred to as "GRANTEE", a servitude to construct, lay, maintain and operate a water line across the following described property, to-wit:

A certain tract of land located in Section 12, T17S-R17E, Terrebonne Parish, Louisiana, described as the Port of Terrebonne belonging to Terrebonne Port Commission. In addition, an exclusive underground utility servitude of the first five (5') feet of property for the aforementioned development is dedicated for the water main on the east and south sides of the Port Access Road. The exclusive servitude for the water main is also depicted on the aforementioned waterline as-built drawing.

It is understood that this is merely the grant of a servitude and will in no way affect the minerals underlying the said property. The GRANTEE agrees and stipulates that it will lay said water lines to a proper depth, will refill all ditches dug therefore and will repair all damages to said property resulting from said water lines. The GRANTOR agrees and stipulates that the GRANTEE will have free access of egress and ingress for the purposes herein stipulated, that no structures will be erected interfering with the grant hereby made; and that the grant herein provided for will be perpetual or for so long as the same is used for the purposes herein stipulated.

The consideration for this grant is the benefits and advantages which the GRANTOR and said property will receive and derive from the completion, installation and operation of a waterworks system by the GRANTEE, and also other good and valuable considerations.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed on the 26th day of May, 2004.

WITNESSES:
(2) David Rabalais
(4) Angi Falgout

TERREBONNE PORT COMMISSION
(1) Ed Watson
GRANTOR Ed Watson, Port Director
8026 Main Street
Address

WITNESSES:
Chester Voisin
WJ Lawrence

CONSOLIDATED WATERWORKS DISTRICT
NO. 1 OF THE PARISH OF TERREBONNE,
STATE OF LOUISIANA
By: Chester Voisin
Chester P. Voisin, President

STATE OF LOUISIANA
PARISH OF TERREBONNE
BEFORE ME, the undersigned Notary Public, on this day personally came and appeared:
David Rabalais

who, being first duly sworn by me, stated under oath that he/she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Ed Watson, GRANTOR, in his presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED BEFORE ME, (3) David Rabalais
ON THIS 26th DAY
OF May, 2004
Peggy DeBour
Notary Public 9403

STATE OF LOUISIANA
PARISH OF TERREBONNE
BEFORE ME, the undersigned Notary Public, on this day personally came and appeared:
Chester P. Voisin, President

who, being first duly sworn by me, stated under oath that he, is the President of the Board of Waterworks Commissioners of Consolidated Waterworks District No. 1 of the Parish of Terrebonne, State of Louisiana, and that the foregoing instrument was signed in behalf of said Waterworks District by authority of the Board of Waterworks Commissioners.

SWORN TO AND SUBSCRIBED BEFORE ME, Chester Voisin
Chester P. Voisin, President
ON THIS 18th DAY
OF January, 2005
[Signature]
Notary Public

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, La 70361-1569
(985) 868-5660

Received From :
HERMANN, JERRY L
ATTORNEY AT LAW
P. O. BOX 3760
HOUMA, LA 70361

First VENDOR
TERREBONNE PORT COMMISSION

First VENDEE
EAGLE DRY-DOCK & MARINE REPAIRS L L C

Index Type : Conveyances

File # : 1431731

Type of Document : Amendments

Book : 2340 **Page :** 574

Recording Pages : 20

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P. O. BOX 3760
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574

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AMENDMENT
AND
RESTATEMENT OF LEASE

THIS AMENDMENT AND RESTATEMENT OF LEASE is made and entered into this 28th day of the month of October, 2009, by and between:

TERREBONNE PORT COMMISSION, a body corporate and a political subdivision of the State of Louisiana, herein represented by its President, duly authorized hereunto by resolution of its Board of Commissioners, a certified copy of which is attached hereto and forms part hereof (hereinafter referred to as "The Port Commission" or "LESSOR");

and

EAGLE DRYDOCK & MARINE REPAIRS, L.L.C., a Louisiana corporation with its principle place of business being located at 408 Old Bayou Dularge Road, Houma, Louisiana 70363, herein represented by Ronald Paul Chiasson, its Managing Member, duly authorized hereunto (hereinafter referred to as LESSEE):

WHEREAS, the above named LESSOR and the LESSEE have previously entered into a LEASE of real property under date of November 17, 2006, and

WHEREAS, it is the intention of LESSOR and LESSEE to amend and restate the aforesaid CONTRACT of Lease to include Six and 25/100 (6.25) additional acres of property as described and depicted on Exhibits "C" & "D" and, effective November 1, 2009, to effect an increase in the rentals set forth in paragraph III (B) of the original lease. In all other respects the terms and conditions of the original Contract of Lease dated November 17, 2006, remain the same, and are restated.

NOW, THEREFORE, the parties do agree as follows:

For and in consideration of the rental payable by LESSEE hereunder, but subject to the terms and conditions hereunder set forth, LESSOR does hereby lease and let unto LESSEE, for the terms and purposes hereinafter set forth, the property described on Exhibits "A" and "C" attached hereto and made a part hereof, which said property is hereinafter referred to as the "Leased Premises" and is additionally shown and outlined for purposes of illustration on the plats attached hereto and marked Exhibit "B" and "D".

I.

For the rental recited herein, LESSEE shall have the following rights, which will be exclusive with respect to the Leased Premises, to:

- A. Operate dockage facilities and other related activities;
- B. Operate crane services and other activities related directly or indirectly thereto or operations specified herein;
- C. Any other related activities (upon written request from LESSEE and pre-approval approval by LESSOR).

D. All activities related to barge construction, maintenance, and repair.

LESSEE shall have the right to erect those structures and improvements necessary and useful to LESSEE'S said employment of the Leased Premises, provided that no trailer or temporary buildings will be permitted on the Leased Premises, unless prior written approval is granted by LESSOR. Plans and specification for all structures, including, but without limitation, bulkheads, will be submitted to LESSOR for prior approval prior to commencement of construction. Such structures and improvements will remain the property of LESSEE during the term hereof (including any renewals and extensions). Upon the expiration of this lease, such structures and improvements will become the property of LESSOR, without compensation to LESSEE. LESSEE agrees that its use of and activities upon the Leased Premises, including the construction of additional structures, improvements, and appurtenances and the conduct of LESSEE'S business thereon shall be in accordance with and pursuant to all applicable laws of the federal, state, and local governments and all rules and regulations, including, without limitation, zoning laws and building codes, of any governmental body or regulatory agency having jurisdiction thereof; LESSEE being solely responsible for procuring and obtaining any and all necessary and required permits and/or licenses. LESSEE further agrees that it will neither use the Leased Premises for any unlawful purpose nor to create a nuisance thereon.

Use of a dry dock shall be permitted provided that arrangements are made for construction of a slip within the boundaries of the leased property, the perimeter of which shall be bulkheaded in accordance with the Terrebonne Port Commission standard bulkhead design criteria. However, without the specific written permission of LESSOR, no dry dock or similar facility shall be located or operated in the Short Cut Canal or in the main Port slip channel or the mooring zone adjacent to the property leased herein and depicted on Exhibit "B".

° In no event shall LESSEE impede navigation within the Port or in the Short Cut Canal.

Anything contained herein to the contrary notwithstanding, LESSEE shall not construct or maintain any underground storage tanks for any purpose whatsoever. Any fuel or other hazardous materials, or contaminants of any nature or description, shall be stored or maintained in above ground facilities and then only in containment facilities, the design and construction of which has been pre-approved by LESSOR.

LESSEE shall not assign or sublease portions of this lease without first obtaining the written consent of LESSOR, which consent shall be in the sole discretion of LESSOR. No assignment or sublease shall release LESSEE from any obligations hereunder.

II.

This lease and the rights granted LESSEE herein shall remain in effect for a term of ten (10) years from the date hereof (called "primary term") provided, however, that LESSEE shall have the right and option to renew and extend this lease for three (3) additional five (5) year periods upon the terms and conditions contained herein. Said renewals and extensions shall take effect automatically unless LESSEE provides written notice of cancellation to LESSOR not less than ninety (90) days prior to the expiration of the primary term or prior to the expiration of any extended term.

III.

(A) The primary term of this Lease shall commence upon the execution of this Lease.

(B) Commencing on November 1, 2009, LESSEE shall pay to LESSOR a monthly rental for each remaining month of the Primary Term, the sum of EIGHT THOUSAND TWO HUNDRED AND NINETY-NINE AND 76/100 (\$8,299.76) DOLLARS, which is equivalent to TEN CENTS (10) per square foot as depicted on Tract "A" and TWELVE (12¢) CENTS per square foot as depicted on Tract "B", and an additional TWELVE AND NO/100 (\$12.00) DOLLARS per waterfront foot on each of Tracts "A" and "B" on the property under lease (Basic Rentals). IT IS UNDERSTOOD that the lease rental figure shall be adjusted to reflect the waterfront foot charge and associated square foot charge as additional waterfront and/or square footage is created by LESSOR and utilized by LESSEE. All monthly rentals shall be paid, in advance, on the 1st day of each succeeding month. LESSEE shall also pay a one-time administrative fee of **ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1,500.00) DOLLARS** to cover the cost of legal and survey fees associated with this lease.

The Basic Rentals shall escalate pursuant to the following formula:

i) Commencing in the first (1st) day of the second (2nd) year of the primary term and continuing every year thereafter, the monthly Basic Rentals shall escalate a rate determined in accordance with the following formula:

a) The LESSOR shall compute the increase, if any, in the cost of living for the preceding five-year period based upon the Consumer Price Index – for all Urban (consumers (CPI-U) U.S. City Average (1967=100) (the "Index"), published by the Bureau of Labor Statistics of the United States Department of Labor.

b) The Index number indicated in the column for the U. S. City Average, entitled "All Items", for the month of November, 2006, shall be the "Base Index Number" and the corresponding Index number for the month of November, 2007, shall be the "Current Index Number" for the purpose of calculating the percentage of increase in the cost of living for such twelve-month period.

c) As of such twelve-month extended period, the Current Index Number shall be divided by the Base Index Number. From the quotient thereof, there shall be subtracted the integer 1, and any resulting positive number shall be deemed to be the percentage of increase in the cost of living for such twelve-month extended period.

d) The percentage of increase multiplied by \$99,597.12 shall be the increase required to be paid as basic rent during the second twelve-month term of the lease.

Monthly rentals, (plus escalation) shall be paid in advance on the first (1st) day of each month.

(C) The Basic Rental rate of escalation during each extended term shall be determined by negotiation and mutual agreement between LESSOR and LESSEE, provided, however, that if no such agreement is reached six (6) months prior to the end of the then current term, the basic

rental escalations for the relevant extended term shall be determined by independent appraisal according to the following specifications: LESSOR, at its expense, and LESSEE, at its expense, shall each immediately appoint an appraiser, who shall be a licensed real estate broker and a member of the American Society of Appraisers, to jointly determine the appropriate annual rate of escalation of the Leased Premises. If the appraisers, within the constraints provided above, reach agreement on annual escalation, then the annual escalation rate for the relevant extended term shall be fixed at that amount. If the two appraisers fail to agree upon the appropriate rate prior to ninety (90) days prior to the expiration of the then current term, then the two appraisers shall name a third appraiser having the same qualifications as the first two appraisers. Should the two appraisers fail to agree upon the third appraiser, then Chief Judge of the 32nd Judicial District Court shall name the third appraiser, and the three appraisers shall, by majority vote, promptly determine the annual escalation rate for the relevant extended term of this lease. All costs for the third appraiser shall be borne by LESSOR and LESSEE equally.

(D) (1) It is additionally understood that LESSOR, at its sole discretion, may construct improvements on the Leased Premises. Said improvements shall include but not be limited to bulk heading and dredging from the designated channel to the bulkhead line. All other improvements proposed by LESSOR in addition to bulk heading and dredging from the designated channel to the bulkhead line shall be constructed upon mutual agreement of both parties to this lease. LESSOR shall charge, in addition to the basic rental, an improvement rental for all improvements placed by LESSOR. Said improvement rental shall represent a charge of \$13.215 monthly for every thousand dollars in cost of added improvement(s) placed upon the Leased Premises by LESSOR. Improvement rental shall be due monthly at the same time as the basic rental and shall remain constant for a period of ten (10) years from the effective date of the improvement(s), then shall be reduced by fifty percent (50%) in the eleventh (11th) year and remain constant for the remainder of this lease.

(2) Should LESSEE desire to construct bulk heading, all plans and specifications for such shall be in accordance with bulk heading requirements of LESSOR in conformity with the Standard Bulkhead Design prepared for the Port of Terrebonne by GSE Associates, Inc., dated September 18, 2006, a copy of which is attached hereto as Exhibit "E", and subject to the approval of the engineer approved by LESSOR. The costs and fees of such engineer will be paid by LESSEE. Any deviation from the approved plans and specifications shall be subject to removal and reconstruction at the option of LESSOR.

(E) LESSEE shall have the option to reduce the improvement rental by giving written notice to LESSOR at any time during the primary term, but no more than once, that LESSEE desires to make advance payment of improvement rental by making a cash payment and shall state the date and amount of the cash payment. For each one-thousand dollars (\$1,000) of the cash payment paid by LESSEE to LESSOR pursuant to this paragraph, the improvement rental accruing following such cash payment shall be reduced by the amount of \$13.215 monthly. Monthly improvement rental shall continue to be paid without such reduction until the date of the cash payment pursuant to this paragraph. For the purposes of this section, cost of added improvements shall include all costs incurred by LESSOR for (a) engineering and construction

of bulkheads, (b) dredging from the designated channel to the bulkhead line, and (c) any additional improvements placed by LESSOR and agreed to by LESSEE.

IV.

LESSEE shall bear the cost of and be fully responsible for securing all necessary permits and/or licenses required by law in connection with the construction, erection, or effectuation of any improvements to or on the Leased Premises by LESSEE and/or its sub lessees. Whenever permits, licenses or approvals are required under any laws, ordinances, rules, or regulations of public authorities or governmental agencies in connection with the construction of any improvements on the Leased Premises or the repair or demolition or rebuilding thereof, LESSEE shall have the right to apply for and obtain all such permits, licenses, and approvals, copies of which are to be furnished to LESSOR. LESSOR shall execute any documents that may be reasonably required by LESSEE to effectuate the purpose of this Section IV. In any event, LESSEE shall indemnify LESSOR against and hold harmless from any and all expenses, costs, and attorney's fees relating to or arising out of obtaining any such permit or license or any hearing, litigation, or damages (including fines and penalties), civil or criminal, emanating therefrom, or from construction or other work performed pursuant thereto or thereunder unless such expenses, costs, and attorney's fees arise out of, or are related to, the fault of LESSOR.

LESSEE shall (i) obtain written approval from LESSOR prior to placing access culverts on the leased property, said culverts being of the quality and dimensions and being placed at the elevations required by LESSOR; and (ii) construct a hard surface apron on all drives connecting to paved roads; and (iii) submit for approval by LESSOR, prior to construction of any improvements, a drainage plan for the leased property which shall adequately drain the leased property without creating ponding water or negatively impacting adjacent property; and (iv) maintain an updated site plan which shall be submitted to LESSOR immediately upon completion of LESSEE's improvements to the site and any time at which LESSOR may request a copy. The site plan shall include, but not be limited to, the location and depth of any buried lines on the property. LESSOR's copy of the site plan shall be updated each time LESSEE modifies the site in any manner.

LESSEE shall at all times observe the perimeter established by the Maximum Mooring Zone as delineated on the plats of the Lease Premises attached hereto as Exhibits "B" and "D". No structure, either temporary or permanent, shall be constructed within the Zone without prior written approval of LESSOR.

The slip access channel is permitted to depth of sixteen (16') feet. Whenever soundings by a qualified firm determine that there is a deviation in excess of ten (10%) per cent from permitted depth design, Terrebonne Port Commission will, within one hundred eighty (180) days of receipt of the soundings report, take necessary action to return the channel to permitted depth. All required remediation outside of the channel boundaries shall be the responsibility of LESSEE.

All parties shall cooperate with LESSOR and LESSOR's other tenants to keep the channel waterways and common areas of the Port free and clear for normal navigational traffic and/or use of the Port and, for such purposes, shall be bound by instructions of the Port Administrator.

V.

(A) LESSEE accepts the Leased Premises in its present condition, and LESSOR shall not be responsible for damage of any kind to any person or property upon the Leased Premises, however occasioned. LESSEE further assumes and agrees and will require each of its sub lessees, if approved by LESSOR, if any, to assume and agree to indemnify and to hold LESSOR, its members, employees, officers, agents or LESSOR harmless against any loss, damage, liability, cost, expense (including fines), penalties, punitives and reasonable attorney's fees, on account of death of or injuries to persons, damage to property of others, or violation of any law or regulation, including costs and expenses incident thereto, arising wholly or in part from or in connection with the condition or use of the Leased Premise by LESSEE whether acting as lessee, co-owner or in any other capacity, and/or its sublessees, if any assignees, occupants or any other third party, or any improvements, works, or facilities existing thereon or hereafter constructed by or at the instance of LESSEE or its sub lessees, sub-sublessees, assignees or occupants, and any operation performed or conducted by, or at the instance of LESSEE and/or its sublessees, sub-sublessees, assignees or occupants or the employees, agents, and representatives of the same upon the Leased Premises, or the exercise of any rights granted herein or any default by LESSEE of any obligation contained therein. In the event any administrative charge, proceeding, investigation, or suit is brought against LESSOR to recover for or on the account of any such damage, injury or death, LESSEE will, at LESSOR's request, appear and defend said suit at its sole cost and expense, including provision of any appeal bond, and will pay any judgment that may be entered against LESSOR therein when said suit is finally determined. This indemnity and hold harmless obligation of LESSEE to LESSOR shall not apply to those claims which arose prior to the inception of this lease, nor to those claims which arise during the lease but relate to the condition of the Leased Premises which existed prior to the lease, including but not limited to environmental claims.

This Subsection V (A) does not apply where any damage or injury occurs as a result of LESSOR or LESSOR's representative, agents, employees or invitees, negligent act or omission.

(B) At all times during the existence of this lease, LESSEE shall carry and require each of its sub lessees to carry bodily injury and property damage insurance, free of cost LESSOR, to protect the parties of this lease in keeping with and to the extent of the indemnity obligation stated herein, and in accordance with the minimum specifications set forth as follows:

- (1) Commercial General Liability: \$5,000,000 overall aggregate limits covering bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage, except that Employer's liability limit is to be \$1,000,000 including all maritime exposure.
- (4) Watercraft Liability (when applicable to project): \$5,000,000 for watercraft.

(5) Property Damage Insurance.

The policies of insurance listed in Subsection V. B. (1), (2), (4), and (5) above shall name LESSOR and Terrebonne Parish Consolidated Government as an additional insured and provide full waiver of subrogation of any and all claims against LESSOR. Furthermore, all policies of insurance required by this Section V. (B) shall provide that there be no cancellation, termination, or reduction of coverage without providing thirty (30) days prior written notice to LESSOR.

LESSEE shall furnish to LESSOR evidence of insurance that meets the minimum requirements specified in Subsection V. (B) prior to the execution of this lease and shall require its sub lessees to furnish it with satisfactory evidence of such insurance prior to the execution of any sublease pursuant to the provisions hereof. LESSEE shall provide at least thirty (30) days prior written notice in case of reduction of insurance coverage, provided it meets minimum coverage requirements.

VI.

LESSEE, any sublessee, and their agents, employees, contractors and all other persons, companies, or forms employed by or acting for LESSEE or any sub-lessee on the Leased Premises, shall comply with the provisions of all federal, state, and local environmental, health and safety laws, codes and ordinances and all rules and regulations promulgated thereunder, now or in the future, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), the Louisiana Department of Environmental Quality Act (30:2001, p seq.), the Louisiana Solid Waste Management and Resources Recovery Act (30:2151, et seq.), the Louisiana Hazardous Waste Control Law (30:2171, et seq.), the Louisiana Inactive and Abandoned Hazardous Waste Sites Law (30:2221, et seq.), and the Louisiana Waste Reduction Law (30:2291, et seq., Statewide Order 29-B of the Louisiana Office of Conservation, and the International Code for the Security of Ships and Port Facilities.

LESSEE, with respect to its use of the rights granted hereunder, will further obtain and maintain all federal, state, and local permits, licenses, certificates, and approvals required by applicable environmental laws, land use or other laws relating to the operation of its rights, including, but not limited to, (i) air emissions, (ii) discharge to surface or ground water, (iii) noise emissions, (iv) wetlands, (v) solid or liquid waste disposal, (vi) underground and aboveground storage tanks, (vii) the use, generation, storage, transportation or disposal of toxic or hazardous substances, waste or contaminants (intended hereby and hereafter to include, but not to be restricted to, any and all such material listed in any applicable federal, state or local law of code or ordinance and all rules and regulations promulgated thereunder, as toxic or hazardous), or (viii) other environmental, health or safety matters. All work, activities, dredging, construction and operations shall be conducted according to and in compliance with applicable governmental regulations and guidelines.

LESSOR may, but shall not be required to, engage such independent contractors as LESSOR determines to be appropriate to perform at any time an audit, including but without limitation, environmental sampling and testing of (a) the Premises, the surrounding soil and any adjacent areas, and any ground water located under or adjacent to the premises and/or any

adjoining property, (b) LESSEE'S compliance with any obligations imposed on LESSEE under this paragraph VI. insofar as same pertains to Lessee's obligation to remediate or clean up any contamination of the premises, and (c) the provision made by LESSEE for carrying out any Remedial Action that may be required by reason of the nature of LESSEE'S business and its operations on the Premises (an "Environmental Audit"). LESSEE shall also have the right, at its expense, to engage a second independent contractor to perform an Environmental Audit, in the event it disagrees with LESSOR's Environmental Audit.

All costs and expenses incurred by LESSOR in connection with any such Environmental Audit shall be paid by LESSOR, except that if any such Environmental Audit shows that LESSEE has failed to comply with the provision of this Lease or that the Premises (including surrounding soil and any underlying or adjacent groundwater) have become contaminated due to the operations or activities of LESSEE, then all reasonable costs and expenses of such audit shall be paid by LESSEE provided however that LESSEE shall not be liable for any costs and expenses for any clean up based on any activity which occurred prior to the commencement of this Lease.

Each Environmental Audit shall be conducted (a) only after advance notice thereof has been provided to LESSEE at least seven (7) days prior to the date of such audit, and (b) in a manner reasonably designed to minimize the interruption of LESSEE'S operations upon and use of the Premises. LESSOR shall at its sole cost and expense repair any damages to the Premises or to LESSEE'S property that is caused by taking such Environmental Audit, but not be responsible for any costs or expenses relating to clean up or remedial work required.

For purposes of this section of the Lease, "clean up" shall refer to the repair, closure, detoxification, decontamination, or other clean up of the Premises required by any governmental authority having jurisdiction over the result of the presence or effects of any contamination on or about the Premises.

If any Environmental Audit of the Premises reveals that a clean up of contamination found on or about the Premises is required by applicable Environmental Laws, and if LESSEE is responsible for such clean up, then:

- A. LESSOR shall provide LESSEE with a copy of such Environmental Audit and with a written explanation of the reasons why it is believed that LESSEE is responsible for conducting the clean up identified in such audit.
- B. If, within sixty (60) days after receiving a copy of such Environmental Audit and such written statement, and provided LESSEE'S Environmental Audit does not disagree with LESSOR's Environmental Audit, LESSEE fails either (a) to commence such clean up, or (b) with respect to any clean up which cannot be commenced within such thirty day period, fails to proceed with reasonable diligence to prosecute such clean up as promptly as practicable, then the LESSOR shall be entitled to provide a copy of the Environmental Audit to any cognizant federal, state, or local governmental agency having jurisdiction over the Premises or the substance causing the contamination. Should any law, rule, regulation, code or any rule promulgated thereunder require immediate notice then LESSOR shall act as required regardless of the provisions of this section.

- C. Notwithstanding any other provision of the Lease to the contrary, if the Environmental Audit reveals a situation which constitutes an emergency under any applicable Environmental Laws, then LESSOR shall have the right, but not the obligation, to carry out any remedial action required by any cognizant federal, state, or local governmental agency having jurisdiction over the Premises or the substance causing the contamination.

If LESSEE is responsible for the clean up of contamination, LESSOR shall provide written notice thereof to LESSEE who shall carry out and complete, at its own cost and expense, any repair, closure, detoxification, decontamination, or other clean up of the Premises required by the applicable Environmental Laws. Should LESSEE fail to implement and diligently pursue any such Remedial Action promptly upon receipt of notice thereof then LESSOR shall have the right but not the obligation to carry out such Remedial Action and to recover all of the costs and expense thereof including attorney's fees from LESSEE.

LESSEE shall promptly reimburse the LESSOR in the form of Additional Rent for all reasonable costs and expenses incurred by the LESSOR in performing the LESSEE'S obligation to take Remedial Action, and any amounts not so reimbursed within thirty (30) days after the LESSEE'S receipt of a fully supported invoice for reasonable and valid charges together with an itemized statement therefore shall bear interest at the Prime Rate plus two (2%) percent per annum.

Should any such Remedial Action for which LESSEE is responsible not be completed prior to the expiration or sooner termination of the LEASE, including any extensions thereof, then, if any remaining Remedial Action required of LESSEE is of such a nature as to make the Premises unleaseable, the Lease shall be extended until such time as the Remedial Action has been sufficiently completed to make the Premises suitable for lease to third parties.

Upon expiration or earlier termination of the term of the lease, LESSEE shall (a) cause all Hazardous Substances or contaminants previously owned, stored, or used by LESSEE to be removed from the Premises and disposed of in accordance with applicable provisions of any Hazardous Substance Law; (b) remove any above ground or under ground storage tanks or other container installed by LESSEE to store any Hazardous Substances or contaminants on the Premises, and repair any damage to the Premises caused by such removal, (c) perform any clean-up required by the terms of this lease.

LESSEE shall indemnify, defend, and hold LESSOR free and harmless from any and all liabilities, damages, claims, causes of action, costs, or expenses, including reasonable attorney fees and the costs and expense of investigating and defending any government claims or proceedings, resulting from or attributable to the use or generation of Hazardous Substances, toxic wastes, or other contamination for which LESSEE is responsible.

The indemnification obligations under this Lease shall survive the expiration or sooner termination of the term of this Lease.

VII.

In the event that (i) default be made by LESSEE at any time in the due payment of any rental hereunder and such default continue for a period of thirty (30) days after notice of default

is given by LESSOR to LESSEE or (ii) default be made by LESSEE at any time in the due payment of any other sum payable by LESSEE to LESSOR hereunder and such defaults continue for a period of thirty (30) days after written notice of default is given by LESSOR to LESSEE, or (iii) default be made by LESSEE in the due observance and performance of any other covenant, condition, or stipulation herein agreed by LESSEE to be by it observed and performed and such default continue for a period of thirty (30) days after written notice of default is given by LESSOR to LESSEE, LESSOR shall, on notice to LESSEE, have the right to (a) cancel this lease effective immediately or as of any date which LESSOR may select, (b) to proceed one or more times, without canceling this lease, for past due rents, taxes, assessments, charges, liens, penalties, and damages, without prejudicing the right to proceed later for remaining rents, taxes, assessments, charges, liens, penalties, and damages, or to exercise any other remedy, or (c) to have recourse to any other remedy or mode of redress to which LESSOR may be entitled by law. In the event LESSOR exercises the right to cancel this lease then (i) LESSOR shall have the right, as soon as said cancellation is effective, to re-enter the Leased Premises and re-let same without notice or other proceedings, LESSEE hereby assenting thereto and expressly waiving the necessity of any notice to vacate, and (ii) LESSEE shall he and remain liable not only for all rent payable to the date the cancellation becomes effective but also for all damages or losses suffered by LESSOR. Any default (except as to payment of any rentals or any other sum due hereunder) shall be deemed cured if LESSEE in good faith commences performances requisite to cure same within thirty (30) days after notice of default is given as hereinabove provided, and thereafter continuously and with reasonable diligence proceeds to complete the performance required to cure such default.

VIII.

Upon expiration, termination, or cancellation of this lease or any portion thereof by default, forfeiture, lapse of time, or any other cause, LESSEE will at once surrender and deliver up to LESSOR the Leased Premises or such portion thereof, together with all buildings, permanent improvements, and facilities thereon in the same condition they were at the commencement of this lease, normal wear and tear excepted, and in compliance with all then applicable governmental authority rules and regulations; included in said obligations, LESSEE shall be required to remove, remediate and clean up, at its sole risk, cost and expense, any contamination which was spilled on or discharged on or which settled on or threatens to settle on the surface of the Leased Premises, other of LESSOR's lands and any other affected property (whether or not owned by LESSEE or a third party) as a result of LESSEE's operations hereunder, in accordance with applicable federal and state laws and regulations. Should LESSEE fail to promptly commence the removal, remediation or clean up of such contamination the LESSOR may, but shall not be obligated to have such work performed and LESSEE shall be liable for all costs, charges and expenses incurred by LESSOR, including reasonable attorney's fees.

All additional permanent improvements and facilities made by LESSEE shall also become the property of LESSOR. For the purpose of this section, permanent improvements and facilities shall mean buildings, foundations, piers, bulkheads, and other such improvements; it

shall not mean towers, machinery, tanks, or other removable facilities.

All furniture, equipment, machinery, trade fixtures, tools, signage, and other personal property (collectively, "Trade Fixtures") that may from time to time be placed or installed on the Leased Premises by LESSEE (whether or not attached to the Leased Premises), including without limitation any cranes, hoists, lifts, etc., shall remain the property of LESSEE and may be removed at any time, provided that LESSEE repairs any damage resulting from the removal thereof. LESSEE agrees that, within forty-five (45) days after the expiration or earlier termination of this Lease, LESSEE will remove its Trade Fixtures from the Leased Premises, and LESSOR hereby grants LESSEE a license to enter the Leased Premises at any time or times during such forty-five (45) day period to remove LESSEE'S Trade Fixtures provided that:

- (a) such removal shall not be in a manner disruptive to any other facilities on the Leased Premises or business conducted thereon;
- (b) any such Trade Fixtures not removed within the forty-five (45) day period become the property of LESSOR; and
- (c) this right to remove Trade Fixtures is subordinate and subject to any lien and privilege LESSOR may hold with respect to any such Trade Fixtures in connection with LESSEE'S failure to fulfill obligations under the lease.

IX.

No track vehicles of any nature or description shall be used on the surface of the access road traversing the Terrebonne Port Commission property without first obtaining written permission or waiver from the Terrebonne Port Commission.

Per axle load limit for all multi-axle vehicles shall not exceed the load limit for State highways provided by the Louisiana Department of Transportation and Development.

LESSEE accepts the Leased Premises in its present condition and agrees to maintain all structures in a good, safe condition throughout the duration of this lease. On all parts of the Leased Premises, LESSEE shall be bound to stabilize the shoreline not bulk headed by LESSOR by bulkhead, rip rap, gobi-mats, or other means approved by LESSOR. LESSEE'S obligation includes not only stabilizing the shoreline not bulk headed by LESSOR, but also includes maintaining the stability of the entire shoreline throughout the duration of the lease. Stabilization of the shoreline must be commenced within twenty-four (24) months from the development of waterfront on the Leased Premises and must be completed within thirty-six (36) months of development of waterfront on the Leased Premises.

X.

During the term of this lease, LESSOR shall have the right to enter and inspect the Leased Premises as often as it deems necessary, provided such inspection does not unreasonably disrupt LESSEE'S operations. Said inspection shall include all of the grounds, permanent structures, improvements, and appurtenances on the Leased Premises. Should any of the grounds, structures, improvements, or appurtenances, in the opinion of LESSOR, be damaged

beyond normal wear and tear or not maintained properly, LESSOR shall forthwith send LESSEE a list of the items damaged or improperly maintained and the repairs necessary to correct the situation. LESSEE shall then have fifteen (15) days from receipt of the aforementioned list to respond to LESSOR's allegations. Should LESSEE agree to the responsibility for the damage and the method of repair, then LESSEE agrees to begin repairs within thirty (30) days from receipt of LESSOR's list. Repairs will have to be completed within one hundred eighty (180) days, subject to force majeure.

An extension may be granted by written consent from LESSOR upon demonstration of need by LESSEE, from whom approval shall not be unreasonably withheld, delayed, or conditioned.

Should LESSEE disagree with the claim of LESSOR, LESSEE shall so state in writing to LESSOR within fifteen (15) days from receipt of LESSOR's list. If agreement is not reached between LESSEE and LESSOR within fifteen (15) days, LESSOR may pursue a suit for damages and/or specific performance.

If it is ultimately determined that LESSOR's requests were unreasonable, LESSEE shall be entitled to pursue LESSOR for damages, expenses, and attorneys' fees. If it is ultimately determined that LESSEE'S refusal or failure to comply with LESSOR's requests was unreasonable, LESSOR shall be entitled to pursue LESSEE for damages, expenses, and reasonable attorney's fees.

XI.

LESSEE will not grant or approve any sublease of the Leased Premises for any operation that would constitute a nuisance, nor shall LESSEE permit any nuisance to be operated or maintained upon the Leased Premises. LESSEE shall act as a prudent administrator in regard to the Leased Premises, and shall report promptly to LESSOR any trespass or adverse claim to any portion of the Leased Premises of which LESSEE has knowledge. Additionally, any assignment or sublease of the Leased Premises made by LESSEE and consented to by LESSOR, in whole or in part shall be subject to the restrictions and limitations provided in the terms and conditions of this lease.

XII.

LESSEE shall pay and discharge any tax, fee, or assessment of any nature levied upon or against the leasehold estate created hereunder and LESSEE'S or sub LESSEE's interest in any leasehold improvements. LESSEE shall pay or reimburse LESSOR for any increase in ad valorem tax assessments levied upon or against the Leased Premises by virtue of or resulting from the operations, business, and equipment upon, and any improvements to, the Leased Premises by LESSEE and/or its sub lessees, with the following exception: LESSOR agrees to pay and discharge any taxes levied upon the leasehold estate for improvements made by LESSOR.

XIII.

In the event an attorney is retained by either party to enforce any of the provisions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees.

XIV.

This instrument is executed by LESSOR without warranty and is made expressly subject to and shall at all times be held by LESSEE subordinate and inferior to any existing recorded servitudes, pipeline and canal permits, rights of way, trapping leases, and any other recorded contract presently affecting the Leased Premises.

XV.

Any notice required or permitted by this lease shall be sent by certified United States mail, return receipt requested, postage prepaid, to the addresses listed herein below and shall be deemed given as of the postmark appearing thereon:

TERREBONNE PORT COMMISSION
P. O. Box 6097
Houma, Louisiana 70361

EAGLE DRYDOCK & MARINE REPAIRS, L.L.C.
P. O. Box 3431
Houma, Louisiana 70361

XVI.

All of the provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, this Amendment and Restatement of Lease has been executed in triplicate originals as of the 28th day of October, 2009, in the presence of the undersigned competent witnesses.

WITNESSES:

Roshon O. Bay
Anne W. Gueniot

TERREBONNE PORT COMMISSION
BY: [Signature]
DAN DAVIS
TITLE: President

WITNESSES:

Dan of Rahh
Natalie Lapeyrouse

EAGLE DRYDOCK & MARINE REPAIRS, LLC
BY: [Signature]
RONALD PAUL CHIASSON
TITLE: Managing Member

STATE OF LOUISIANA

PARISH OF TERREBONNE

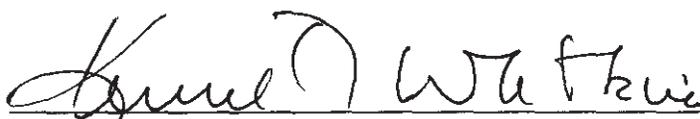
BEFORE ME, the undersigned authority, personally came and appeared, DAN DAVIS, who after being duly sworn, did depose and say:

That he is the President of the TERREBONNE PORT COMMISSION and that as such duly authorized officer, he executed the above and foregoing instrument for and on behalf of said TERREBONNE PORT COMMISSION, and acknowledged said instrument to be the free act and deed of said TERREBONNE PORT COMMISSION.



DAN DAVIS

Sworn to and subscribed before me this 28th day of October, 2009.



KENNETH WATKINS, NOTARY PUBLIC
Notarial #47488

STATE OF LOUISIANA

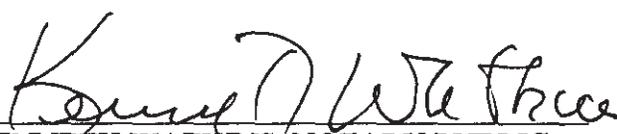
PARISH OF TERREBONNE

BEFORE ME, the undersigned authority, personally came and appeared MICHAEL PAUL CHIASSON, who after being duly sworn, did depose and say:

That he is the Managing Member of EAGLE DRYDOCK & MARINE REPAIRS, L.L.C., and that as such duly authorized officer, he executed the above and foregoing instrument for and on behalf of said corporation, and acknowledged said instrument to be the free act and deed of said corporation.


RONALD PAUL CHIASSON,
Managing Member

Sworn to and subscribed before me this 28th day of October, 2009.


KENNETH WATKINS, NOTARY PUBLIC
Notarial #47488

**LEGAL DESCRIPTION OF
A 9.5630 ACRE LEASE
LOCATED IN SECTION 12, T17S-R17E
TERREBONNE PARISH, LOUISIANA**

Commencing at a found 3/4" G.I.P. having Louisiana State Plane Coordinates of X=2,201,439.49 and Y=330,044.99, said point being the Point of Commencement; thence, S82°00'00"E a distance of 423.02 feet to a point; thence, S1°10'00"W a distance of 3,676.20 feet to a point; thence, S81°03'50"W a distance of 1,073.54 feet to a set 3/4" G.I.P., said point being the Point of Beginning;

Thence, S01°54'17"W a distance of 866'± to a point;

Thence, S71°35'08"W a distance of 500'± to a point;

Thence, N01°54'17"E a distance of 952'± to a point;

Thence, S88°13'30"E a distance of 182'± to a set 3/4" G.I.P.;

Thence, N46°54'17"E a distance of 82.48'± to a set 3/4" G.I.P.;

Thence, N81°03'50"E a distance of 232.49'± to the Point of Beginning containing 9.5630 acres.

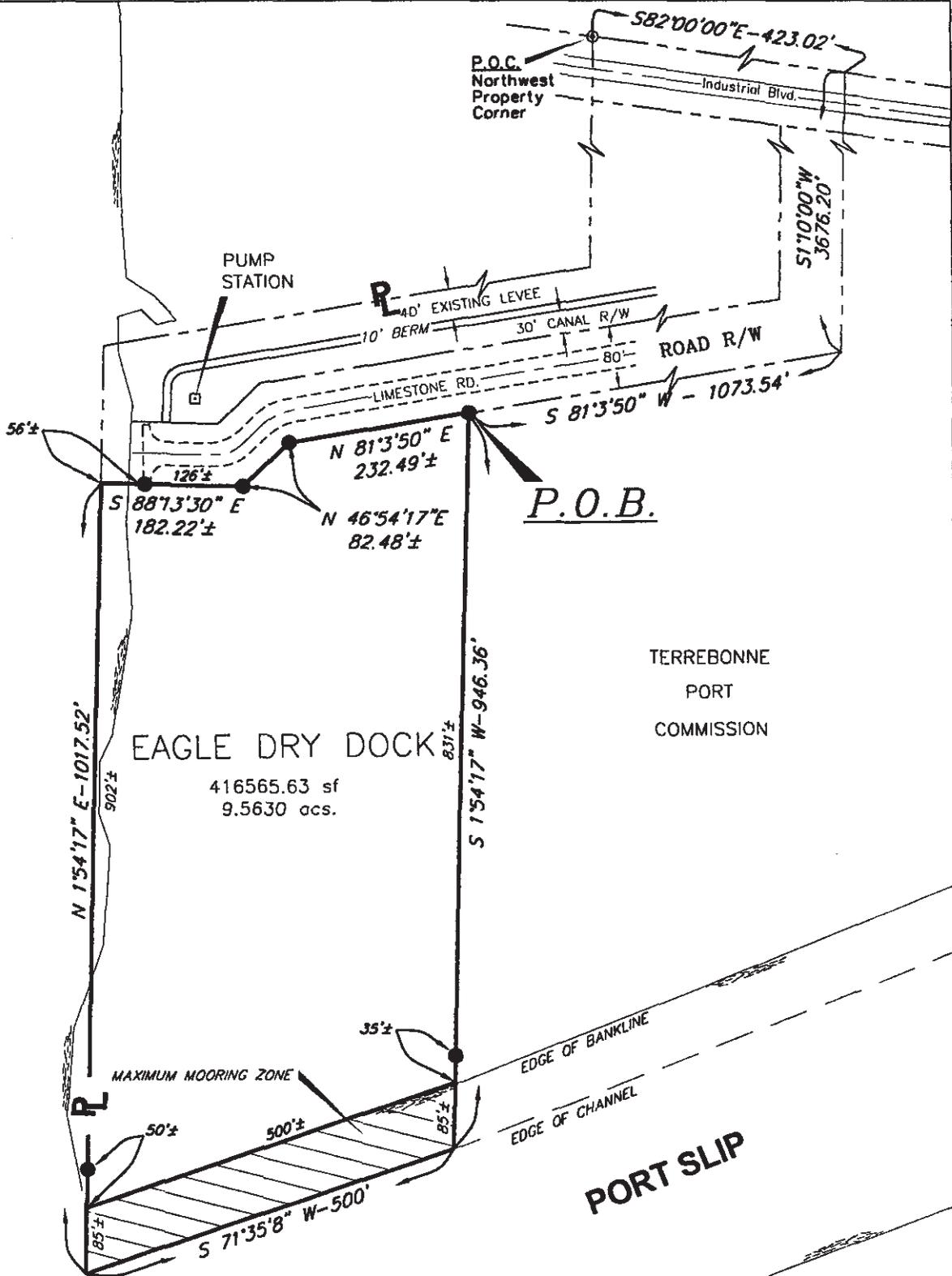
All is more fully shown on a plat prepared by T. Baker Smith, Inc. entitled "Survey of a 9.5630 Acre Lease for Eagle Dry Dock on a Portion of Land Belonging to the Terrebonne Port Commission Located in Section 12, T17S-R17E, Terrebonne Parish, Louisiana" dated November 14, 2006.

All bearings, distances, and coordinates are based on Louisiana Coordinate System, South Zone (1927 Datum).

November 15, 2006



SHORT CUT CANAL



LEGEND:
● DENOTES 3/4" G.I.P. SET

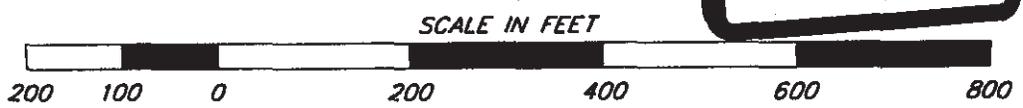
SURVEY OF A 9.5630 ACRE LEASE
 FOR EAGLE DRY DOCK
 ON A PORTION OF LAND BELONGING TO
 THE TERREBONNE PORT COMMISSION
 LOCATED IN SECTION 12, T17S-R17E,
 TERREBONNE PARISH, LOUISIANA

T. BAKER SMITH
NOVEMBER 14, 2006

CIVIL ENGINEERS-LAND SURVEYORS
HOUMA, LOUISIANA

APPROVED: *David L. Martinez*
 DAVID L. MARTINEZ
 L.A. LAND SURVEYOR (REG. NO. 4514)

EXHIBIT
 B



591

**LEGAL DESCRIPTION OF
A 6.25 ACRE LEASE
LOCATED IN SECTION 12, T17S-R17E
TERREBONNE PARISH, LOUISIANA**

Commencing at a found 3/4" G.I.P. having Louisiana State Plane Coordinates of X=2,201,439.49 and Y=330,044.99, said point being the Point of Commencement; thence, S 82°00'00"E a distance of 423.02 feet to a point; thence, S 1°10'00"W a distance of 3,577.61 feet to a set 3/4" G.I.P. labeled Point A, said point being the Point of Beginning;

Thence, S 83°23'49.5"E a distance of 1,046± feet to a point;

Thence, S 35°47'17.8" W a distance of 117± feet to a point;

Thence, S 35°05'11.8"W a distance of 133± feet to a point;

Thence, S 70°24'35.2"W a distance of 402± feet to Point C;

Thence, N 51°50'49.4" W a distance of 651± feet Point D;

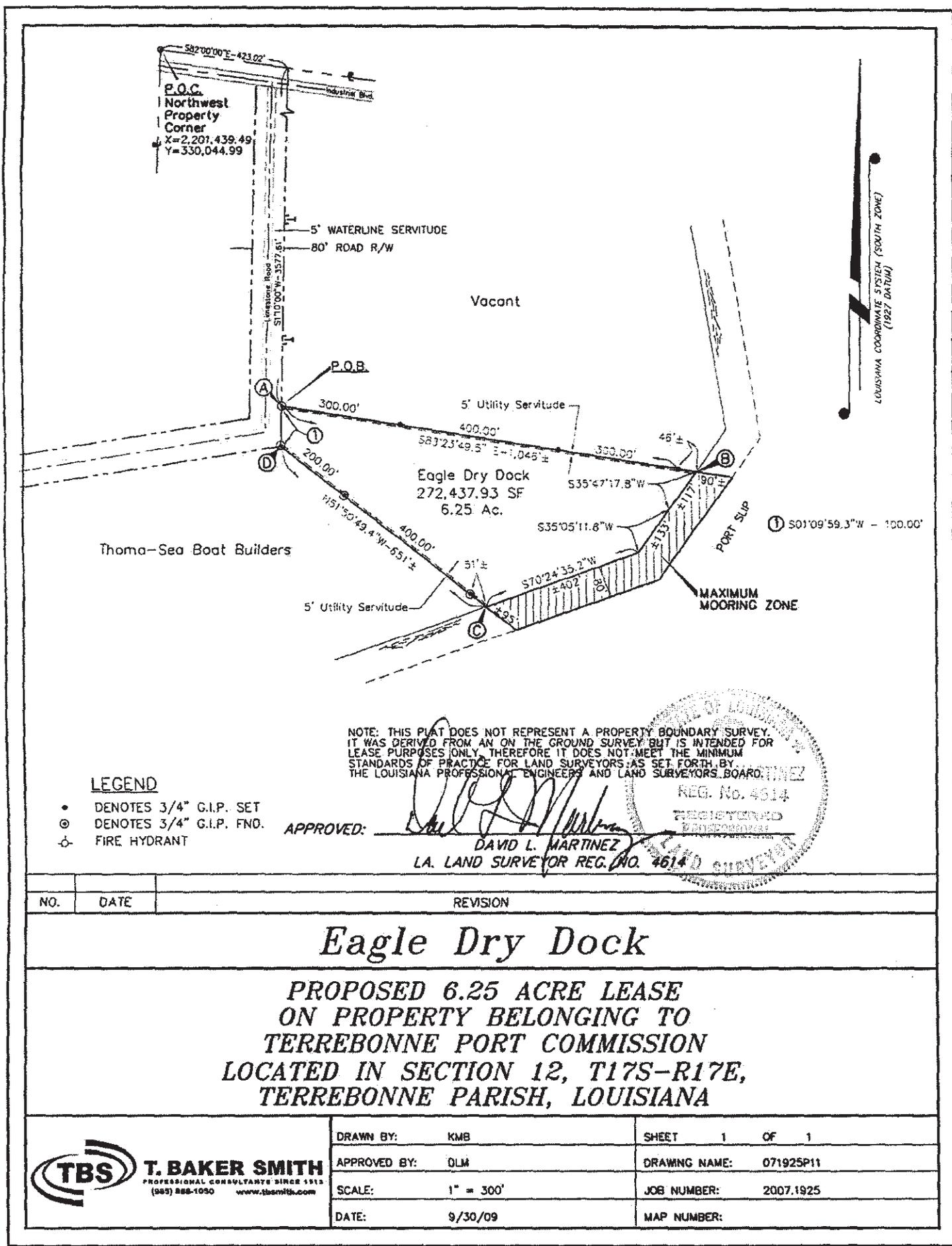
Thence, S 01°09'59.3" W, a distance of 100± feet to Point A, the Point of Beginning containing 6.25 acres.

All is more fully shown on a plat prepared by T. Baker Smith, Inc. entitled "**Eagle Dry Dock 6.25 Acre Lease on Property Belonging to Terrebonne Port Commission Located in Section 12, T17S-R17E, Terrebonne Parish, Louisiana**" dated September 30, 2009.

All bearings, distances, and coordinates are based on Louisiana Coordinate System, South Zone (1927 Datum).

September 30, 2009





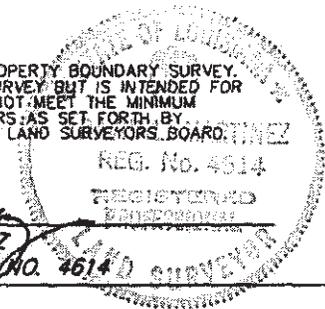
LEGEND

- DENOTES 3/4" G.I.P. SET
- ⊙ DENOTES 3/4" G.I.P. FND.
- ⊕ FIRE HYDRANT

NOTE: THIS PLAT DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY. IT WAS DERIVED FROM AN ON THE GROUND SURVEY BUT IS INTENDED FOR LEASE PURPOSES ONLY. THEREFORE IT DOES NOT MEET THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYORS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERS AND LAND SURVEYORS BOARD.

APPROVED:

DAVID L. MARTINEZ
L.A. LAND SURVEYOR REG. NO. 4614

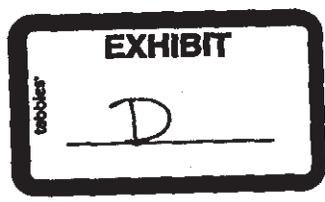


NO.	DATE	REVISION

Eagle Dry Dock

**PROPOSED 6.25 ACRE LEASE
ON PROPERTY BELONGING TO
TERREBONNE PORT COMMISSION
LOCATED IN SECTION 12, T17S-R17E,
TERREBONNE PARISH, LOUISIANA**

T. BAKER SMITH <small>PROFESSIONAL CONSULTANTS SINCE 1913 (985) 888-1050 www.tbasmith.com</small>	DRAWN BY: KMB	SHEET 1 OF 1
	APPROVED BY: OLM	DRAWING NAME: 071925P11
	SCALE: 1" = 300'	JOB NUMBER: 2007.1925
	DATE: 9/30/09	MAP NUMBER:



Terrebonne Parish Recording Page

I. Robert "Bobby" Boudreaux
Clerk Of Court
P.O. Box 1569
Houma, La 70361-1569
(985) 868-5660

Received From :
WALKER, JAMES C JR
ATTORNEY AT LAW
P. O. BOX 5095
HOUMA, LA 70361

First VENDOR

TERREBONNE PORT COMMISSION

First VENDEE

EAGLE DRYDOCK & MARINE REPAIRS L L C

Index Type : Conveyances

File # : 1252870

Type of Document : Surface Lease

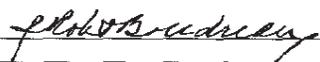
Book : 2003

Page : 531

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 Terrebonne Parish, Louisiana



Clerk Of Court

On (Recorded Date) : 11/20/2006

At (Recorded Time) : 3:42:54:000 PM



Doc ID - 005109180004



Return To :

WALKER, JAMES C JR
ATTORNEY AT LAW
P. O. BOX 5095
HOUMA, LA 70361

531

Do not Detach this Recording Page from Original Document

EXTRACT OF SURFACE LEASE

STATE OF LOUISIANA

PARISH OF TERREBONNE

KNOW ALL MEN BY THESE PRESENTS, that on the 17th day of November, 2006, a Surface Lease was entered into by and between TERREBONNE PORT COMMISSION, a body corporate and a political subdivision of the State of Louisiana, as Lessor, and Eagle Drydock & Marine Repairs, L.L.C., a Louisiana corporation, as Lessee.

Said Lease covers the following described property in Terrebonne Parish, Louisiana:

FOR PROPERTY DESCRIPTION AND SURVEY
SEE EXHIBIT A-1 AND EXHIBIT A-2
ATTACHED HERETO AND MADE PART HEREOF.

Said lease commences on execution of the Lease by Lessee and unless terminated or extended as provided therein for three (3) additional periods of five (5) years after the initial term, shall expire on the tenth (10th) anniversary of commencement of possession by Lessee.

IN WITNESS THEREOF, the parties have caused these presents to be executed as hereinabove set out.

LESSOR:

TERREBONNE PORT COMMISSION

BY: Joseph P. Cehan, President
JOSEPH P. CEHAN, President

LESSEE:

EAGLE DRYDOCK & MARINE REPAIRS, L.L.C.

BY: Ronald Paul Chiasson
RONALD PAUL CHIASSON,
Managing Member

**LEGAL DESCRIPTION OF
A 9.5630 ACRE LEASE
LOCATED IN SECTION 12, T17S-R17E
TERREBONNE PARISH, LOUISIANA**

Commencing at a found 3/4" G.I.P. having Louisiana State Plane Coordinates of X=2,201,439.49 and Y=330,044.99, said point being the Point of Commencement; thence, S82°00'00"E a distance of 423.02 feet to a point; thence, S1°10'00"W a distance of 3,676.20 feet to a point; thence, S81°03'50"W a distance of 1,073.54 feet to a set 3/4" G.I.P., said point being the Point of Beginning;

Thence, S01°54'17"W a distance of 866'± to a point;

Thence, S71°35'08"W a distance of 500'± to a point;

Thence, N01°54'17"E a distance of 952'± to a point;

Thence, S88°13'30"E a distance of 182'± to a set 3/4" G.I.P.;

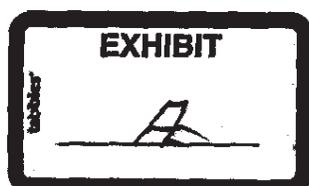
Thence, N46°54'17"E a distance of 82.48'± to a set 3/4" G.I.P.;

Thence, N81°03'50"E a distance of 232.49'± to the Point of Beginning containing 9.5630 acres.

All is more fully shown on a plat prepared by T. Baker Smith, Inc. entitled **"Survey of a 9.5630 Acre Lease for Eagle Dry Dock on a Portion of Land Belonging to the Terrebonne Port Commission Located in Section 12, T17S-R17E, Terrebonne Parish, Louisiana"** dated November 14, 2006.

All bearings, distances, and coordinates are based on Louisiana Coordinate System, South Zone (1927 Datum).

November 15, 2006



533

Terrebonne Parish Recording Page

I. Robert "Bobby" Boudreaux
Clerk Of Court
P.O. Box 1569
Houma, La 70361-1569
(985) 868-5660

Received From :
WATKINS, THOMAS K JR
ATTORNEY AT LAW
100 RAMEY ROAD
HOUMA, LA 70360

First VENDOR

TERREBONNE PORT COMMISSION

First VENDEE

RE: MAIN PORT COURT

Index Type : Conveyances

File # : 1344374

Type of Document : Declaration

Book : 2189

Page : 687

Recording Pages : 5

Recorded Information

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

I. Robert Boudreaux
Clerk of Court

On (Recorded Date) : 04/05/2010

At (Recorded Time) : 10:56:21:000 AM



Doc ID - 011030530005

Return To :

WATKINS, THOMAS K JR
ATTORNEY AT LAW
100 RAMEY ROAD
HOUMA, LA 70360

687

Do not Detach this Recording Page from Original Document

DECLARATION OF PUBLIC USE

The Terrebonne Port Commission, by virtue of that Resolution adopted on April 21, 2009, a copy of which is attached hereto and made apart hereof as, "Exhibit 1" to this Declaration, hereby declares that it is the intent of the Terrebonne Port Commission that, **Main Port Court** road, as more particularly identified and described in property description and plat attached as "Exhibit 2" dated December 21, 2009, "PUBLIC" in order that appropriate law enforcement personnel may enforce any and all laws applicable for the appropriate and safe use of the road by the Public and/or others.

THUS DONE AND SIGNED on this 4th day of April, 2010.

David Rabalais
DAVID RABALAIS
Executive Director
Terrebonne Port Commission

I, David Rabalais, Executive Director, of the Terrebonne Port Commission, do hereby certify that as Executive Director, I have all requisite authority to make the above declaration on behalf of the Terrebonne Port Commission.

DATE

David Rabalais
DAVID RABALAIS
Executive Director
Terrebonne Port Commission

4-5-10

688



OFFERED BY: Don Hingle
SECONDED BY: Ray Sick

RESOLUTION NO. 09-016

A RESOLUTION ACCEPTING MAIN PORT COURT AS A PUBLIC STREET AND INCORPORATE SAID STREET INTO THE ENHANCED 911 EMERGENCY RESPONSE SYSTEM FOR THE PURPOSE OF PROVIDING A BETTER MEANS OF LOCATING ADDRESSES; AND TO SET FORTH AN EFFECTIVE DATE FOR THE INCORPORATION OF STREET NAME, AND TO AUTHORIZE THE INSTALLATION OF THE APPROPRIATE STREET SIGN, AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

WHEREAS, the Terrebonne Parish Council, on behalf of Terrebonne Parish Consolidated Government, dedicates and accepts the maintenance/operation of the street titled "Main Port Court";

NOW, THEREFORE, BE IT RESOLVED, effective on the 21st day of April, 2009, that "Main Port Court" be incorporated into the Enhanced 911 Emergency Response System;

BE IT FURTHER RESOLVED, that a copy of this resolution be submitted to the Terrebonne Parish Consolidated Government

BE IT FURTHER RESOLVED, that the Parish Forces be directed to install the proper street sign on the appropriate street, and that any other actions relative thereto be addressed.

THERE WAS RECORDED:

YEAS: Andrew Blanchard, Dan Davis, Chris Emy, Charles Giglio, Don Hingle and Ray Sick

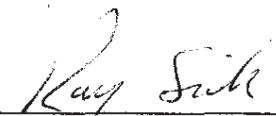
NAYS:

ABSTAINING:

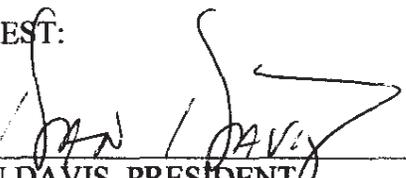
ABSENT: Edward Rome

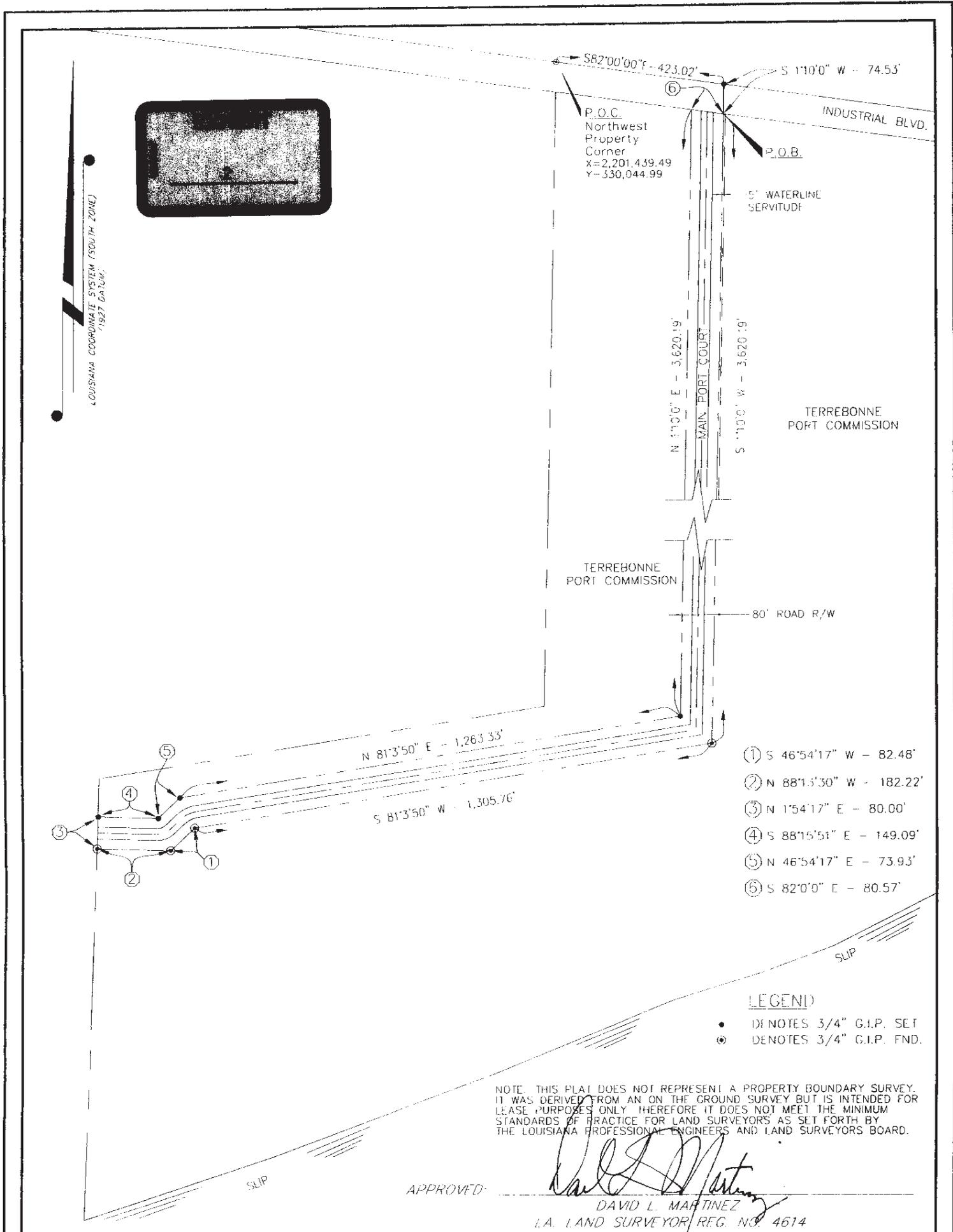
I, THE UNDERSIGNED, Secretary of the TERREBONNE PORT COMMISSION, do hereby certify that the above and foregoing is a true and correct copy of a resolution of the Board of Commissioners of the Terrebonne Port Commission, adopted at a meeting held at the domicile of said corporation in the Parish of Terrebonne, State of Louisiana, on the 21 day of April 2009.

WITNESS MY HAND AND SEAL, this 14 day of May, 2009.


RAY SICK, SECRETARY

ATTEST:


DAN DAVIS, PRESIDENT



NO.	DATE	REVISION

MAIN PORT COURT

**PROPOSED 80' ROAD RIGHT-OF-WAY BELONGING TO THE
T.P.C., TO BE DEDICATED TO T.P.C.G.
TERREBONNE PORT COMMISSION
LOCATED IN SECTION 12, T17S-R17E,
TERREBONNE PARISH, LOUISIANA**

T. BAKER SMITH
PROFESSIONAL CONSULTANTS SINCE 1913
(985) 868-1050 www.tbsmith.com

DRAWN BY:	KSP
APPROVED BY:	DLM
SCALE:	1" = 300'
DATE:	12/21/09

SHEET	1	OF	1
DRAWING NAME:	081179P10		
JOB NUMBER:	2008.1179		
MAP NUMBER:	690		

**LEGAL DESCRIPTION OF
PROPOSED 80' ROAD RIGHT-OF-WAY
LOCATED IN SECTION 12, T17S-R17E
TERREBONNE PARISH, LOUISIANA**

Commencing at a found 3/4" G.I.P. having Louisiana State Plane Coordinates of X=2,201,439.49 and Y=330,044.99, said point being the Point of Commencement; thence, S 82°00'00"E a distance of 423.02 feet to a point; thence, S 1°10'00"W a distance of 74.53 feet to a set 3/4" G.I.P. labeled Point of Beginning;

Thence, S 1°10'0" W a distance of 3,620.19 feet to a point;

Thence, S 81°03'50" W a distance of 1,305.76 feet to a point;

Thence, S 46°54'17" W a distance of 82.48 feet to a point;

Thence, N 88°13'30" W a distance of 182.22 feet to a point;

Thence, N 01°54'17" E a distance of 80.00 feet to a point;

Thence, S 88°15'51" E a distance of 149.09 feet to a point;

Thence, N 46°54'17" E a distance of 73.93 feet to a point;

Thence, N 81°03'50.0" E, a distance of 1,263.33 feet to a point;

Thence, N 01°10'00" E, a distance of 3,620.19 feet to a point;

Thence, S 82°00'00" E a distance of 80.57 feet to Point A, the Point of Beginning.

All is more fully shown on a plat prepared by T. Baker Smith, Inc. entitled **Proposed 80' Road Right-Of-Way on Property Belonging to Terrebonne Port Commission Located in Section 12, T17S-R17E, Terrebonne Parish, Louisiana** dated December 21, 2009.

All bearings, distances, and coordinates are based on Louisiana Coordinate System, South Zone (1927 Datum).

December 21, 2009

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, La 70361-1569
(985) 868-5660

Received From :
TERREBONNE PARISH CONSOLIDATED GOVT
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P. O. BOX 6097
HOUMA, LA 70361

First VENDOR

TERREBONNE PORT COMMISSION

First VENDEE

TERREBONNE PARISH CONSOL GOVERNMENT

Index Type : Conveyances

File # : 1433532

Type of Document : Row - Servitude - Easement

Book : 2344

Page : 264

Recording Pages : 6

Recorded Information

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On (Recorded Date) : 08/02/2013

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264

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SERVITUDE
AND
RIGHT-OF-WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF TERREBONNE

THE TERREBONNE PORT COMMISSION, a corporate body and a political subdivision of the State of Louisiana, herein represented by its President, duly authorized by resolution of its Board of Commissioners,

hereinafter referred to as "GRANTOR", whether one or more, for and in consideration of the benefits which will accrue to the property by the availability of electric service, does hereby grant unto

THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT, the local governing authority of the Parish of Terrebonne and City of Houma, State of Louisiana, organized and existing under the laws of the State of Louisiana and the Home Rule Charter for a Consolidated Government for Terrebonne Parish, herein represented by its President, who is duly authorized to enter into this Agreement on behalf of the Terrebonne Parish Consolidated Government (hereinafter referred to as GRANTEE);

and to its successors and assigns two servitudes and rights-of-way, each ten (10') feet in width upon, over and across GRANTOR'S property for the construction, maintenance, operation, renewal, replacement and relocation of electric lines consisting of wires, junction boxes, transformers, pedestals, light poles, and other necessary or desirable equipment, all to be on the following described property:

- 1) A certain electrical servitude consisting of a ten (10') foot strip of land on property of the Terrebonne Port Commission located in Section 12, T-17-S, R-17-E Terrebonne Parish, Louisiana, commencing on its westernmost point at its intersection with Industrial Boulevard and continuing, adjacent to the western boundary line of Rome Woodard St. (now or formerly Main Port Court), until its termination at Sta-148+44, all as shown on the attached Servitude Map by T. Baker Smith dated 4-12-13, attached hereto as Exhibit A-1 and Exhibit A-2 and made a part hereof.
- 2) A certain electrical servitude consisting of a ten (10') foot strip of land on property of the Terrebonne Port Commission located in Section 12, T-17-S, R-17-E Terrebonne Parish, Louisiana, commencing on its northernmost point at its intersection with Industrial Blvd., then proceeding in a southerly direction adjacent to the western right-of-way line of Barry Belanger Street (now or proposed), a distance of two hundred eighty-six and 91/100 feet (286.91'), all as shown on the attached Servitude Map by T. Baker Smith dated 4-12-13, attached hereto as Exhibit A-1 and Exhibit A-2 and made a part hereof.

GRANTOR further grants unto GRANTEE the right from time to time to remove, cut, trim and control the growth of, by machinery, or otherwise, trees and shrubbery to the extent necessary to keep them clear of said utility lines and system, without payment.

GRANTEE shall have the right of ingress and egress to and from the servitude and right-of-way herein granted from the Rome Woodard Street (now or formerly Main Port Court) adjacent to the servitude granted herein.

GRANTEE shall convert the existing main overhead electric facilities on the property of GRANTOR north and west of Rome Woodard Street (now or formerly Main Port Court) to industry-standard underground electric facilities and shall not construct any new overhead electric facilities on the property of GRANTOR north and west of Rome Woodard Street (now or formerly Main Port Court), except with the express written authorization of GRANTOR.

GRANTEE agrees to hold GRANTOR harmless and to indemnify GRANTOR against all claims for bodily injuries to persons resulting from the acts or omissions of GRANTEE, its agents, employees or contractors in the exercise of the rights sold hereunder.

The servitude herein granted shall be located substantially as shown on the attached Servitude Map by T. Baker Smith dated 4-12-13, attached hereto as Exhibit A-1 and Exhibit A-2. In the event the said plat is not attached to this agreement, the said agreement shall remain in full force and effect.

GRANTOR's granting of this servitude is for and in consideration of the benefits which will accrue to the property by the availability of GRANTEE's electric utility service.

It is specifically understood, that GRANTOR retains the full ownership of the above described property, including all minerals which are in any way affected by this grant of right-of-way. GRANTOR further covenants that it is the owner of the property herein described.

IN WITNESS WHEREOF, GRANTOR's representative has set his hand and seal this

2nd day of June, 2013.

WITNESSES:

Felicia Moran

TERREBONNE PORT COMMISSION

Regina O. Barry

BY:

Chris Erny
Chris Erny, Port President

IN WITNESS WHEREOF, the GRANTEE's representative has set his hand and seal this

31st day of June, 2013.

WITNESSES:

Trudy Arcene

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

Christina McClain

BY:

Michel Claudet
Michel Claudet, Parish President

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, La 70361-1569
(985) 868-5660

Received From :
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P. O. BOX 6097
HOUMA, LA 70361

First VENDOR
TERREBONNE PORT COMMISSION

First VENDEE
TERREBONNE PARISH CONSOL GOVERNMENT

Index Type : Conveyances

File # : 1433533

Type of Document : Agreement

Book : 2344 **Page :** 270

Recording Pages : 6

Recorded Information

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Clerk of Court



On (Recorded Date) : 08/02/2013

At (Recorded Time) : 10:16:51AM



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270

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COOPERATIVE ENDEAVOR

Between the Terrebonne Port Commission

and

Terrebonne Parish Consolidated Government

This agreement is entered into on the date set forth herein by and between:

TERREBONNE PORT COMMISSION, a corporate body and a political subdivision of the State of Louisiana, herein represented by its President, duly authorized by resolution of its Board of Commissioners, a copy of which is attached hereto and made a part of this agreement, hereinafter referred to as the "TPC"; and

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, the local governing authority of the Parish of Terrebonne and City of Houma, State of Louisiana, organized and existing under the laws of the State of Louisiana and the Home Rule Charter for a Consolidated Government for Terrebonne Parish, herein represented by its President, who is duly authorized to enter into this Agreement on behalf of the Terrebonne Parish Consolidated Government (hereinafter referred to as TPCG);

WITNESSETH:

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides the "for a public purpose, the State and its political subdivisions...may engage in cooperative endeavors with each other..."; and

WHEREAS, La. R.S. 34:2203(B)(11) and (20) specifically authorize the TPC to provide for services for its facilities and to do any and all things necessary or proper for the development of the business of the commission, respectively; and

WHEREAS, TPC's goals include being a catalyst for parish-wide economic growth and a hub of trade-related activity within Terrebonne Parish by developing diversified and competitive shipping facilities and conducting maritime-related activities in a profitable, safe and environmentally responsible manner; and

WHEREAS, in furtherance of its goals, TPC desires to have underground electrical utility facilities installed on a portion of the property it maintains in connection with its business; and

WHEREAS, TPCG is authorized to provide for economic and industrial development in Terrebonne Parish and desires to facilitate TPC's stated goals by working in partnership with TPC; and

WHEREAS, TPCG and TPC further desire that a cooperative endeavor be formed by and between themselves as a demonstration of their common interest in the accomplishment of said goals whereby TPC will grant TPCG certain utility servitudes and contribute to the cost of

installation of underground electrical utility facilities and TPCG will perform the installation of the underground electrical utility facilities; and

WHEREAS, TPC and TPCG believe that entering into this Cooperative Endeavor Agreement will facilitate economic growth and trade-related activities for the parish and region in accordance with the mission of TPC; and

WHEREAS, TPC and TPCG find that each party's expenditure or transfer according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that each party has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its own public funds.

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

I. GRANT OF SERVITUDES AND RIGHTS-OF-WAY

The TPC, for and in consideration of the benefits which will accrue to the property by the availability of TPCG's electric utility service, shall grant utility servitudes containing substantially the same terms as those contained in the servitude attached as Exhibit A.

II. ELECTRICAL FACILITIES

TPCG shall convert the existing main overhead electric utility distribution facilities on the property of TPC north and west of Rome Woodard Street (now or formerly Main Port Court) and all electric utility distribution facilities emanating therefrom to industry-standard underground electric utility distribution facilities and shall not construct any new overhead electric distribution facilities on the property of TPC and on the west side of Thomassie Access Road, except with the express written authorization of TPC.

Further TPCG shall install street lighting along Rome Woodard Street (now or formerly Main Port Court) and Thomassie Access Road with industry-standard underground lighting standards (lamp and post), conforming to Terrebonne Parish subdivision regulations. In consideration of TPCG's conversion of electric utility facilities and construction of street lighting improvements, TPC shall pay, give, transfer, and contribute to TPCG the total sum of \$49,872.38 for the purposes of defraying the costs of the same, payable to the order of the Terrebonne Parish Consolidated Government upon notification to TPC that the conversion of electric utility facilities and construction of street lighting improvements under this agreement are complete.

I. INDEMNIFICATION

TPCG agrees to hold TPC harmless and to indemnify TPC against all claims for bodily injuries to persons resulting from the acts or omissions of TPCG, its agents, employees or contractors in the exercise of the rights provided herein.

TPC agrees to hold TPCG harmless and to indemnify TPCG against all claims for bodily injuries to persons resulting from the negligent acts or omissions of TPC, its agents, employees or contractors in the exercise of the rights provided herein.

II. MISCELLANEOUS

The servitude herein granted shall be located substantially as shown on the attached Servitude Map by T. Baker Smith dated 4-12-13, attached hereto as Exhibit A-1 and Exhibit A-2. In the event the said plat is not attached to this agreement, the said agreement shall remain in full force and effect.

It is specifically understood, that TPC retains the full ownership of the above described property, including all minerals which are in any way affected by this grant of right-of-way. TPC further covenants that it is the owner of the property herein described.

III. COMPLIANCE WITH LAWS

The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

IN WITNESS WHEREOF, the TPC representative has set his hand and seal this 22nd day of July, 2013.

WITNESSES:

Felicia M. Green
Robert D. Dany

TERREBONNE PORT COMMISSION

BY: Chris Erny
Chris Erny, Port President

IN WITNESS WHEREOF, the TPCG representative has set his hand and seal this 31st day of July, 2013.

WITNESSES:

Trudy Arcene
Christina McLain

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

BY: Michel Claudet
Michel Claudet, Parish President

OFFERED BY: Mr. R. Hornsby.
SECONDED BY: Mr. G. Hood, Sr. & Mr. J. Navy.

RESOLUTION NO. 13-305

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE TERREBONNE PORT COMMISSION AND THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT

WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides the "for a public purpose, the State and its political subdivisions...may engage in cooperative endeavors with each other..."; and

WHEREAS, La. R.S. 34:2203(B)(11) and (20) specifically authorize the Terrebonne Port Commission ("TPC") to provide for services for its facilities and to do any and all things necessary or proper for the development of the business of the commission, respectively; and

WHEREAS, TPC's goals include being a catalyst for parish-wide economic growth and a hub of trade-related activity within Terrebonne Parish by developing diversified and competitive shipping facilities and conducting maritime-related activities in a profitable, safe and environmentally responsible manner; and

WHEREAS, in furtherance of its goals, TPC desires to have underground electrical utility facilities installed on a portion of the property it maintains in connection with its business; and

WHEREAS, Terrebonne Parish Consolidated Government ("TPCG") is authorized to provide for economic and industrial development in Terrebonne Parish and desires to facilitate TPC's stated goals by working in partnership with TPC; and

WHEREAS, TPCG and TPC further desire that a cooperative endeavor be formed by and between themselves as a demonstration of their common interest in the accomplishment of said goals whereby TPC will grant TPCG certain utility servitudes and contribute to the cost of installation of underground electrical utility facilities and TPCG will perform the installation of the underground electrical utility facilities; and

WHEREAS, TPC and TPCG believe that entering into this Cooperative Endeavor Agreement will facilitate economic growth and trade-related activities for the parish and region in accordance with the mission of TPC; and

WHEREAS, TPC and TPCG find that each party's expenditure or transfer according to the terms of this cooperative endeavor, taken as a whole, is not gratuitous, and that each party has a demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the expenditure or transfer of its own public funds.

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Council (Public Services Committee), on behalf of the Terrebonne Parish Consolidated Government hereby authorizes its Parish President to execute a cooperative endeavor agreement with the Terrebonne Port Commission containing substantially the same terms as those contained within the attached agreement.

THERE WAS RECORDED:

YEAS: J. Navy, G. Hood, Sr., B. Amedée, C. Duplantis-Prather, R. Hornsby, D. Babin, D. Guidry, P. Lambert and A. Williams.

NAYS: None.

ABSTAINING: None.

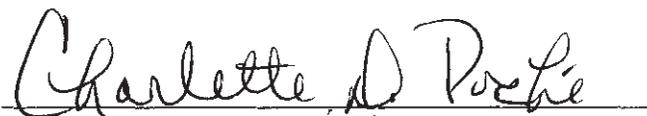
NOT VOTING: None.

ABSENT: None.

The Chairman declared the resolution adopted on this, the 24th day of June, 2013.

I, CHARLETTE D. POCHÉ, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Public Services Committee on June 24, 2013 and subsequently ratified by the Assembled Council in Regular Session on June 26, 2013 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 27TH DAY OF JUNE, 2013.



CHARLETTE D. POCHÉ, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, La 70361-1569
(985) 868-5660

Received From :

CONSOLIDATED WATERWORKS DISTRICT 1
P. O. BOX 630
HOUMA, LA 70361

First VENDOR

TERREBONNE PORT COMMISSION

First VENDEE

TERREBONNE PARISH CONSOLIDATED WATERWORKS DIST #1

Index Type : Conveyances

File # : 1461113

Type of Document : Row - Servitude - Easement

Book : 2388

Page : 720

Recording Pages : 3

Recorded Information

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

Theresa A. Robichaux
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On (Recorded Date) : 08/19/2014

At (Recorded Time) : 11:30:21AM



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P. O. BOX 630
HOUMA, LA 70361

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720

SERVITUDE GRANT

STATE OF LOUISIANA
PARISH OF TERREBONNE

KNOW ALL MEN BY THESE REPESENTS:

That David Rabalais, Terrebonne Port Director, a resident of the Terrebonne Parish, of full age of majority, hereinafter referred to as "GRANTOR", does by these presents grant, unto CONSOLIDATED WATERWORKS DISTRICT NO. 1 OF THE PARISH OF TERREBONNE, STATE OF LOUISIANA, a public corporation and political sub-division created, organized and existing under the laws of the State of Louisiana, herein represented by its duly authorized and empowered President, hereinafter referred to as "GRANTEE", a servitude to construct, lay, maintain and operate a water line across the following described property, to-wit:

An exclusive five (5) foot wide water servitude being two and one-half (2-1/2') feet on either side of said water line located parallel and adjacent to Main Port Court, across property belonging to the Terrebonne Port Commission, across tract located in Section 12, T17S-R17E, Terrebonne Parish, Louisiana, as shown on the attached plat entitled "5' SERVITUDE FOR 12" C-900 WATERLINE, TERREBONNE PORT COMMISSION, MAIN PORT COURT/POTABLE WATER PLAN, PROPERTY AND FACILITIES IMPROVEMENTS, SECTION 12, T17S-R17E, TERREBONNE PARISH, LOUISIANA." Dated May 9, 2014.

It is understood that this is merely the grant of a servitude and will in no way affect the minerals underlying the said property. The GRANTEE agrees and stipulates that it will lay said water lines to a proper depth, will refill all ditches dug therefore and will repair all damages to said property resulting from said water lines. The GRANTOR agrees and stipulates that the GRANTEE will have free access of egress and ingress for the purposes herein stipulated, that no structures will be erected interfering with the grant hereby made; and that the grant herein provided for will be perpetual or for so long as the same is used for the purposes herein stipulated.

The consideration for this grant is the benefits and advantages which the GRANTOR and said property will receive and derive from the completion, installation and operation of a waterworks system by the GRANTEE, and also other good and valuable considerations.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed on the 18th day of August, 2014.

WITNESSES:

2. Arthur Ostheimer
Arthur Ostheimer
4. Philip Chauvin, Jr.
Philip Chauvin, Jr.

GRANTOR: TERREBONNE PORT COMMISSION

1. David Rabalais
David Rabalais, Port Director
P.O. Box 6097, Houma, LA 70361
Address

WITNESSES:

Diane T. Handburger
DIANE T. HANDBURGER
Mary U. Trahan
MARY U. TRAHAN

CONSOLIDATED WATERWORKS DISTRICT
NO. 1 OF THE PARISH OF TERREBONNE,
STATE OF LOUISIANA
By Al Badeaux, Jr.
Al Badeaux, Jr., President

STATE OF LOUISIANA
PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, on this day personally came and appeared: 3. Arthur Ostheimer who, being first duly sworn by me stated under oath that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by (1). David Rabalais GRANTOR, in his presence and in the presence of the other subscribing witness.

Sworn to and subscribed before me,
on this 27th day of May, 2014

Reggie Bourcy
Notary Public # 14960

3. Arthur Ostheimer
Arthur Ostheimer

STATE OF LOUISIANA
PARISH OF TERREBONNE

BEFORE ME, the undersigned Notary Public, on this day personally came and appeared: Al Badeaux, Jr. who, being first duly sworn by me, stated under oath that he is the President of the Board of Commissioners of Consolidated Waterworks District No. 1, Parish of Terrebonne, State of Louisiana, and that the foregoing instrument was signed in behalf of said Waterworks District by authority of the Board of Commissioners.

Sworn to and subscribed before me
on this 18th day of August, 2014

Notary Public
Notary Public # 1508
for life

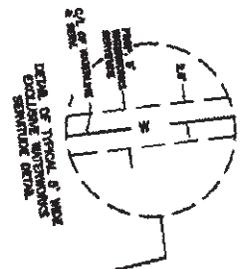
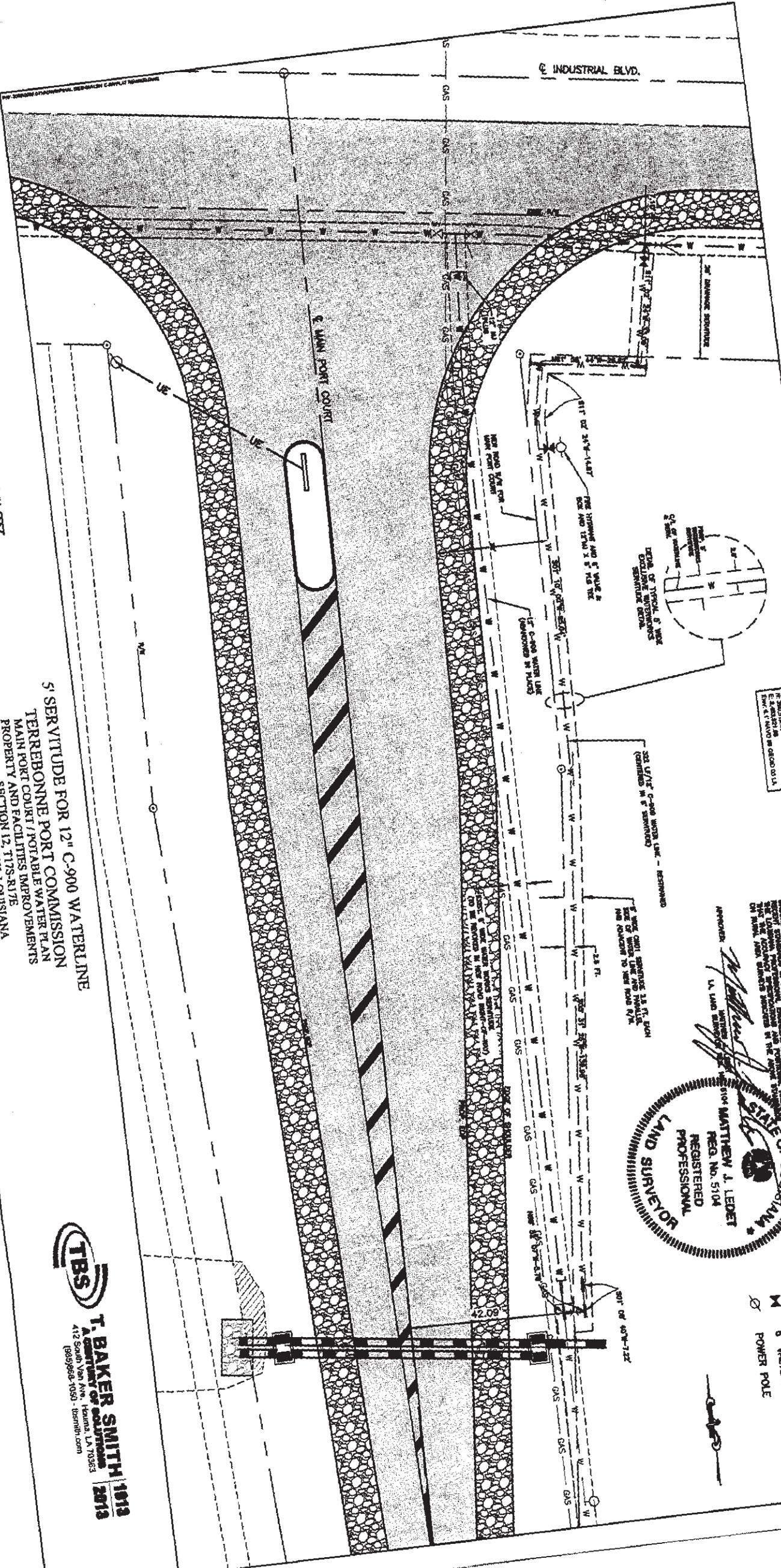
Al Badeaux, Jr.
Al Badeaux, Jr., President

THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING SEWERAGE, WATER, GAS, OR OTHER UTILITIES, OR ANY RIGHTS OF EGRESS, AND/OR REGULATIONS OF GOVERNING AGENCIES, AND/OR ANY OTHER RIGHTS OF EGRESS, OR ANY OTHER RIGHTS OF EGRESS, OR ANY OTHER RIGHTS OF EGRESS, EXCEPT AS OTHERWISE SHOWN HEREON.



5' SERVITUDE FOR 12" C-900 WATERLINE
 TERREBONNE PORT COMMISSION
 MAIN PORT COURT / POTABLE WATER PLANT
 PROPERTY AND FACILITIES IMPROVEMENTS
 SECTION 12, T12S-R17E
 TERREBONNE PARISH, LOUISIANA
 5/9/14

TBS
T. BAKER SMITH 1013
 A SURVEYOR OF LOUISIANA 2013
 412 South Van Ave. Houma, LA 70323
 (985)968-1050 - tbasmith.com



TYPICAL 6" WATERLINE EXCAVATION SERVITUDE DETAIL

STATE OF LOUISIANA
 REGISTERED PROFESSIONAL LAND SURVEYOR
 MATTHEW J. LEDET
 REG. NO. 5104
 LA. LAND SURVEYOR

- LEGEND:
- ⊙ 3/4" SET G.I.P.
 - ⊙ PROP. FIRE HYDRANT
 - ⊙ 45° BEND
 - ⊙ WATERLINE SERVITUDE VALVE
 - ⊙ 8" VALVE & BOX
 - ⊙ POWER POLE

Terrebonne Parish Recording Page

Theresa A. Robichaux
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P.O. Box 1569
Houma, La 70361-1569
(985) 868-5660

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P.O. BOX 6097
ATTN; ADMINISTRATION
HOUMA, LA 70361

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TERREBONNE PORT COMMISSION

First VENDEE
TERREBONNE PARISH CONSOL GOVERNMENT

Index Type : CONVEYANCES

File # : 1484171

Type of Document : PERMITS

Book : 2429 **Page :** 461

Recording Pages : 5

Recorded Information

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

Theresa A. Robichaux
Clerk of Court

On (Recorded Date) : 07/06/2015

At (Recorded Time) : 2:35:50PM



Doc ID - 013308590005

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461

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STATE OF LOUISIANA

PARISH OF TERREBONNE

TEMPORARY SPOIL DEPOSIT PERMIT

THIS AGREEMENT made this 6th day of July, 2015 between Terrebonne Port Commission a political subdivision of the State of Louisiana, (hereinafter called "grantor"), and the Terrebonne Parish Consolidated Government, (hereinafter called "Grantee");

WITNESSETH:

For and in consideration of the mutual advantages accruing here from and of the obligations herein undertaken by Grantee, Grantor hereby grants unto Grantee, a temporary easement and right-of-way, in, on, over and across the land, for a period not to exceed five (5) years, beginning with the date possession of the land is granted for use by the Terrebonne Parish Consolidated Government, its representatives, agents and contractors, to construct operate and maintain a dredged material disposal area, including the right to construct, refurbish and/or repair existing dikes; to deposit dredged, excavated and sediment material thereon; to accomplish any alterations of contours on said land for the purpose of accommodating the deposit of dredged material as necessary in connection with such works, to borrow excavate and remove soil, dirt and other materials, including dredged material; and as a work area, including the right to overflow land within the permit area with effluent waters resulting from spill box weirs or breaches in dikes on adjacent lands; to accomplish any alterations of contours on such land for the purpose of accommodating the overflow of water as necessary in connection with said work, to clear, cut, fell, and remove trees, timber, underbrush or other obstructions, as needed there from; and to perform any other work necessary and incident to the construction of the Gulf Intracoastal Waterway to Short Cut Canal, Maintenance Dredging of Bayou LeCarpe, Centerline Station 1+30 to Centerline Station 84+50, Terrebonne Parish, Louisiana; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowner, its successors and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements herein conveyed upon the terms and conditions hereinafter set forth, on the property of Grantor situated in Terrebonne Parish, and described as follows:

"Property Description of Disposal Site D"

" A certain tract of land located in the Parish of Terrebonne, State of Louisiana in Section 12, T17S, R17E and being more particularly shown and designated on a certain plat of survey entitled "Terrebonne Port Commission Proposed Purchase from Walter Land Company in Section 12, T17S, R17E Terrebonne Parish, Louisiana", dated February 8, 1974 (last revised on May 15, 1974) and prepared by T. Baker Smith and Son, Inc., Civil and Consulting Engineers, Houma, Louisiana, a copy of which is attached to this Act of Sale and made a part hereof by reference; and said tract of land being more particularly described as follows, to-wit:

COMMENCING at Point A”, said Point “A” being located on the common right-of-way line between Industrial Boulevard and the Southern Pacific Railroad and being 2,807.57 feet on a bearing of S 81° 02’ 26” E of the conventional northwest corner of Section 12;

THENCE, S 82° 00’ 00” E, a distance of 2,207.63 feet to Point “B”, said point being on the common right-of-way line between Industrial Boulevard and the Southern Pacific Railroad;

THENCE, S 08° 56’ 10” E, a distance of 5,235.55 feet to Point “C”;

THENCE, S 81° 03’ 50” W, a distance of 4,311.81 feet to Point “D”;

THENCE, along the eastern edge of the dredged Bayou LaCarpe, N 01° 54’ 17” E, a distance of 2,336.53 feet to Point “E”;

THENCE, N 81° 03’ 50” E, a distance of 1,121.93 feet to Point “F”;

THENCE, N 01° 10’ 00” E, a distance of 3,640.25 feet to Point “A”, being the point of commencement; said tract of land containing 400.008 acres.

Together with all buildings and improvements thereon as well as all rights, ways, privileges, servitudes, accretions, alluvions thereto belonging or in anywise appertaining.”

- I. The rights granted to Grantee hereunder shall cease and terminate five (5) years from the date hereof; provided, however, that Grantor may cancel this permit, with or without cause, at any time by giving thirty (30) days written notice to Grantee, said notice shall be deemed to have been received by Grantee upon deposit of the same in the United States of America mail, postpaid, addressed to Grantee at PO Box 6097 Houma, LA 70361.
- II. Grantee agrees that all or a portion of the spoil dredged from the Bayou LaCarpe Channel, the Short Cut Channel and the Houma Navigational Canal, which lie adjacent to the hereinabove described Spoil Deposit Area, shall be deposited on said Spoil Deposit Area.
- III. Grantor warrants that the Grantee has fully informed Grantor of the Project and it understands and accepts any and all impacts to the said land resulting from construction

and implementation of the Project, including but not limited to, any impairment, alteration or interference with the natural servitude of drain expressly provided in Louisiana Civil Code Articles 655-658 and/or Louisiana Revised Statute 38:218, and any debris that may be included in the dredged material.

- IV. Grantor hereby releases the TERREBONNE PARISH GOVERNMENT, its successors or assigns, including its officers, agents, servant, and contractors from liability for any and all damage or injury done or caused to be done to the said premises by reason of the construction, improvements, maintenance and operation of the public work as hereinabove set forth, except as same may be caused by the negligence of the parties otherwise released.
- V. All such rights and privileges in and to the said above described land as may be used and enjoyed without interfering with or abridging the privileges, rights, easements, or servitudes, hereby granted shall be and the same are hereby expressly reserved to the Grantor; it being distinctly understood that the fee ownership of the above property, including all minerals, is hereby retained by and expressly reserved to the Grantor. Without limiting the foregoing, Grantor shall have and hereby reserves the right to trap all of said lands for fur-bearing animals; to farm, graze, and pasture said lands; to explore and drill for, produce, save and transport and dispose of oil, gas and other minerals and the right to dredge canals or slips on or across any portion of the property affected hereby.
- VI. Grantee shall have the right to ingress and egress to and from the leased premises only via courses, public roads and/or easements, servitudes or other agreements with third parties and shall not traverse any properties of Grantor without the specific written permission of Grantor.
- VII. Grantee shall conduct no operation, whether or not such operations are governed by the laws, rules or regulations of any agency on the leased premises, which would materially pollute or contaminate the air, waters or land, or materially affect human life, marine life, wild life, plant life or the general ecology of the area and Grantee shall acquire all necessary permits necessary for its operations.
- VIII. Grantee shall have the right to assign the whole or any portion of the rights herein granted to the United States of America, its contractors and assigns, or the State of Louisiana, or to any department thereof, or to any political corporation created under the laws of any of them; but Grantee shall not otherwise have any right to assign.
- IX. It is understood and agreed that upon termination of Grantee's rights hereunder the land shall be returned to Grantor in such condition as may exist at the time of such abandonment free and clear of all encumbrances whatsoever, except that spoil material and a spill box will remain on said lands.

IN WITNESS WHEREOF, this instrument executed in multiple originals in the presence of the undersigned competent witnesses.

WITNESSES:

Natlie Laprise
Justin Gauthier

WITNESSES:

Heather Costello
Heather Costello
Judy Arcus

TERREBONNE PORT COMMISSION

BY: David Rabalais
David Rabalais – Executive Director

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

BY: Michel Claudet
Michel Claudet – Parish President

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, La 70361-1569
(985) 868-5660

Received From :
SMITH, T BAKER LLC
P O BOX 2266
HOUMA, LA 70361

First VENDOR

TERREBONNE PORT COMMISSION

First VENDEE

MAP #14019 SECT 12 T17S R17E

Index Type : CONVEYANCES

File # : 1491603

Type of Document : MAP - PLATT IN COB

Book : 2440 **Page :** 378

Recording Pages : 3

Recorded Information

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

Theresa A. Robichaux
Clerk of Court

On (Recorded Date) : 10/08/2015

At (Recorded Time) : 10:02:46AM



Doc ID - 013419750003

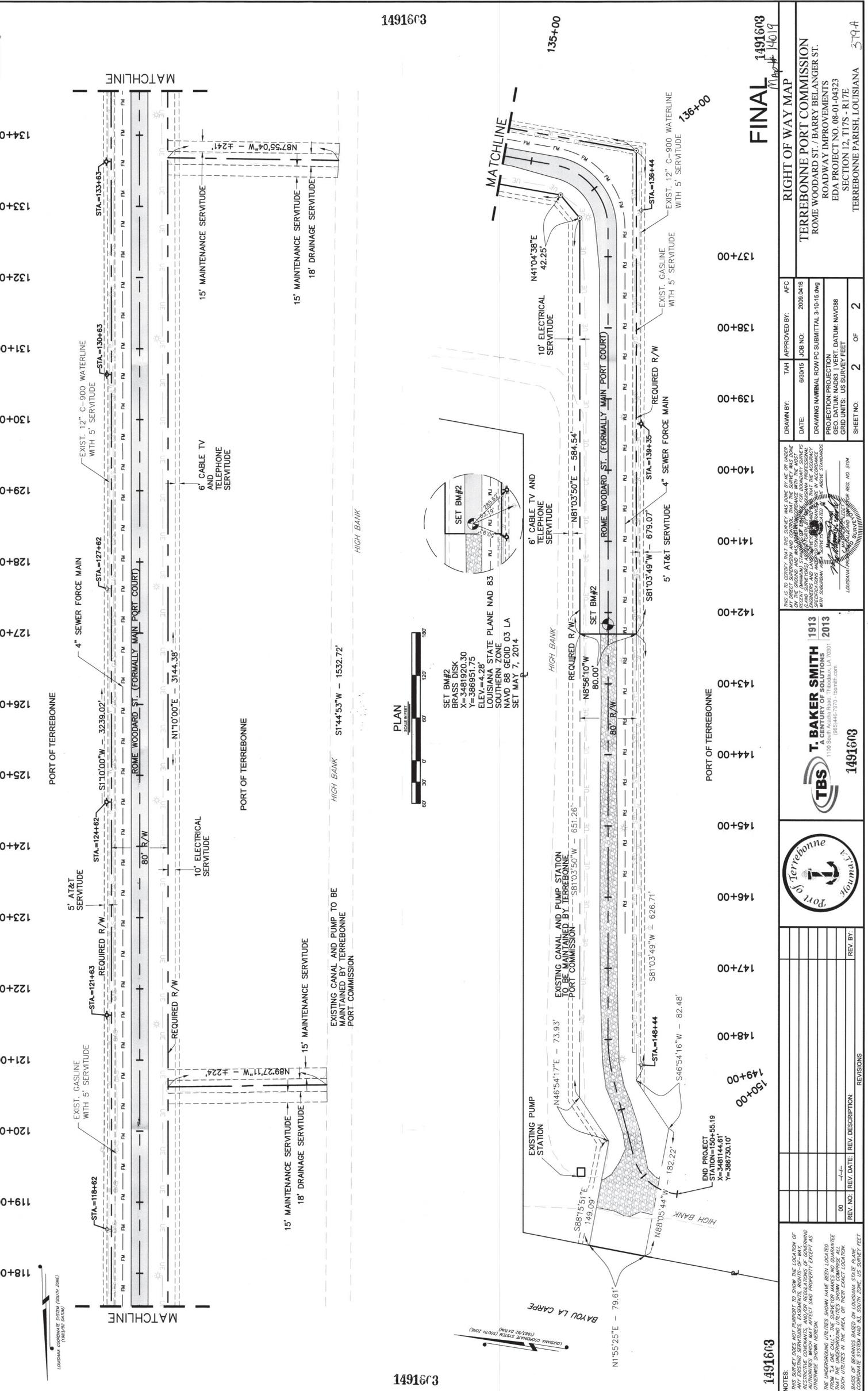
Return To : SMITH, T BAKER LLC
P O BOX 2266
HOUMA, LA 70361

378

Do not Detach this Recording Page from Original Document

1491603

1491603



SET BM#2
BRASS DISK
X=3481920.30
Y=386951.75
ELEV=4.28
LOUISIANA STATE PLANE NAD 83
NAD 83 ZONE 03 LA
SET MAY 17, 2014

9/20/2015 - P:\1\2009\2009.04\18D\M\FINAL DESIGN\AL ROW PC SUBMITTAL 3-10-15.DWG

NOTES:
THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF
RESTRICTIVE COVENANTS, AND/OR REGULATIONS OF GOVERNING
AGENCIES, OR ANY OTHER INFORMATION THAT MAY AFFECT PROPERTY EXCEPT AS
OTHERWISE SHOWN HEREON.
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED
FROM T.C. ONE CALL. THE SHAKER MAKES NO GUARANTEE
AS TO THE ACCURACY OF THE LOCATION OF SUCH UTILITIES IN THE AREA, OR THEIR EXACT LOCATION.
BASIS OF BEARINGS BASED ON LOUISIANA STATE PLANE
COORDINATE SYSTEM NAD 83, SOUTH ZONE, US SURVEY FEET.

REV. NO.	REV. DATE	REV. DESCRIPTION	REVISIONS
00	—	—	—



T. BAKER SMITH | 1913
A CENTURY OF SOLUTIONS
1100 South Lakeshore Blvd., Suite 100
Baton Rouge, LA 70801
(888) 445-7970 • tbsmith.com

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER
MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE MOST
ACCURATE METHODS AND INSTRUMENTS AVAILABLE TO ME AS A PROFESSIONAL
SURVEYOR AND IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS
AND ETHICS OF THE SURVEYING PROFESSION AS SET FORTH IN THE
LOUISIANA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE
BOARD OF SURVEYING ENGINEERS AND LAND SURVEYORS OF THE STATE OF
LOUISIANA. I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF
LOUISIANA. MY LICENSE NO. IS 3504.

DRAWN BY:	DATE:	TAH APPROVED BY:	AFC:
9/20/15	9/20/15	2009.0416	2009.0416

PROJECTION: PROJECTION
GEO DATUM: NAD83, UTM
GRID UNITS: US SURVEY FEET
SHEET NO.: 2 OF 2

FINAL 1491603
RIGHT OF WAY MAP
TERREBONNE PORT COMMISSION
ROME WOODARD ST. / BARRY BELANGER ST.
ROADWAY IMPROVEMENTS
EDA PROJECT NO. 08-01-04323
SECTION 12, T.17S - R.17E
TERREBONNE PARISH, LOUISIANA 374-A

1491603

1491603

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

Received From :
SMITH, T BAKER LLC
P O BOX 2266
HOUMA, LA 70361

First VENDOR
TERREBONNE PORT COMMISSION

First VENDEE
MAP #14342 SECTION 12 T17S R17E

Index Type : CONVEYANCES
Type of Document : MAP - PLATT IN COB

File # : 1566801

Book : 2549 **Page :** 748

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 Terrebonne Parish, Louisiana

Theresa A. Robichaux
Clerk of Court

On (Recorded Date) : 09/14/2018

At (Recorded Time) : 11:15:09AM



Doc ID - 014417250002

Return To : SMITH, T BAKER LLC
P O BOX 2266
HOUMA, LA 70361

748

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1566801

- NOTE: THIS TRACT IS LOCATED IN ZONE A AS SHOWN ON THE F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 225206 0265 C, DATED MAY 1, 1985.
- ALL DISTANCES SHOWN ARE IN FEET AND TENTHS OF A FOOT
 - NO STRUCTURE, FILL, OR OBSTRUCTIONS SHALL BE LOCATED WITHIN ANY DRAINAGE EASEMENT OF DELINEATED FLOOD PLAN

DEDICATION:
THIS IS TO CERTIFY THAT A SERVITUDE OF PASSAGE AND THE RIGHT TO INSTALL, MAINTAIN DRAINAGE, SEWER, ELECTRICAL, COMMUNICATION, GAS & WATER UTILITIES IS HEREBY CREATED IN FAVOR OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT, BELL SOUTH, CHARTER COMM. AND CONSOL. WATERWORKS DIST. #1 OVER AND IN ALL THESE CERTAIN STREETS AND UTILITY EASEMENTS, AND THE RIGHT TO PASSAGE AND THE RIGHT TO INSTALL, MAINTAIN, REPAIR, REPLACE AND TO THE UNDERSIGNED, FEE TITLE OWNERSHIP OF SAID STREET RIGHT-OF-WAY AND UTILITY SERVITUDES IS EXPRESSLY RETAINED. MINERAL RIGHTS ARE SPECIFICALLY EXCLUDED AND ARE RETAINED IN FULL BY THE OWNER THEREOF.

BY: Dana Bell FOR TERREBONNE PORT COMMISSION

CERTIFICATION:
I, HEREBY CERTIFY THAT THIS PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT, STATE REQUIREMENTS, AS TO THE BLOCK LAYOUT AND STREET ALIGNMENT, AND I APPROVE THE SAME.

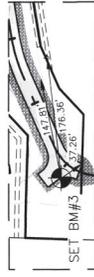
APPROVED: Andy M. Secor
FOR: Paul Appal

CERTIFICATION:
I, HEREBY CERTIFY THAT THIS PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT, STATE REQUIREMENTS, AS TO THE BLOCK LAYOUT AND STREET ALIGNMENT, AND I APPROVE THE SAME.

BY: Shirley D. Bell TERREBONNE PARISH CONSOLIDATED GOVERNMENT

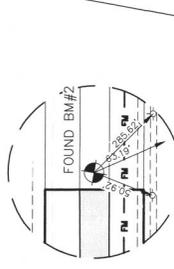
1566801

SET BM#3
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ELEV=4.47'
LOUISIANA STATE PLANE NAD 83
SOUTHERN ZONE
NAVD 88 GEOID 12b LA
SET JUNE 12, 2018

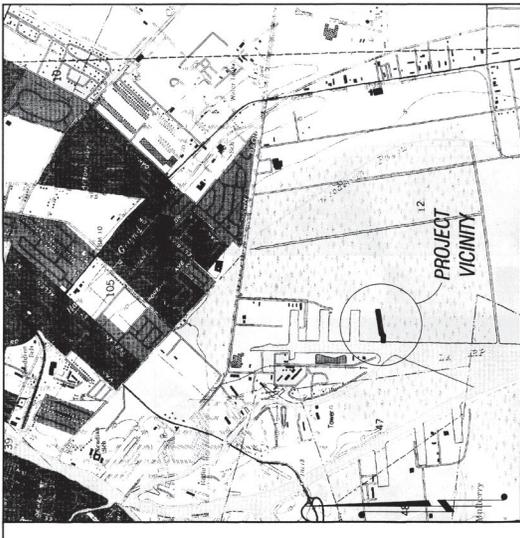


1566801

FOUND BM#2
PUNK DISK
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Y=386891.75
ELEV=4.98'
LOUISIANA STATE PLANE NAD 83
SOUTHERN ZONE
NAVD 88 GEOID 03 LA
SET MAY 7, 2014
(OBSERVED AT 3.54' ON JUNE 12, 2018)



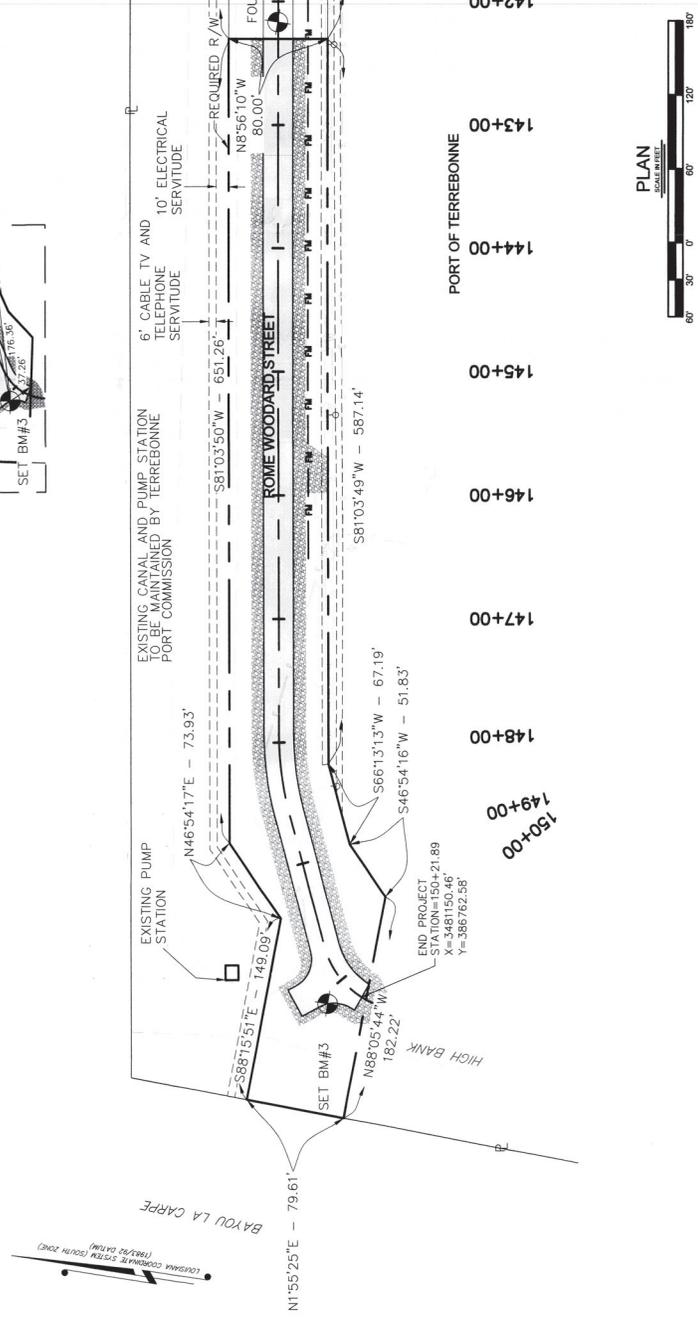
- LEGEND:
- DENOTES 3/4" G.I.P. SET
 - DENOTES EXISTING WATER LINE
 - DENOTES EXISTING ELECTRIC LINE
 - DENOTES EXISTING GAS LINE
 - DENOTES EXISTING POWER POLE
 - DENOTES EXISTING FIRE HYDRANT
 - DENOTES EXISTING LIGHT POLE
 - DENOTES EXISTING FIBER OPTIC
 - DENOTES CONCRETE AREA
 - DENOTES AGGREGATE AREA



VICINITY MAP
SCALE: 1"=200'

1566801

1566801



PLAN
SCALE: 1"=60'

1566801

NOTES:
THIS SURVEY WAS NOT SUPPORTED BY THE LOCATION OF RESTRICTIVE COVENANTS, AND/OR REGULATIONS OF GOVERNING BODIES, AND/OR PROPERTY EXCEPT AS OTHERWISE SHOWN HEREON.
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM A ONE CALL. THE SURVEYOR MAKES NO GUARANTEE FROM SUCH UTILITIES IN THE AREA OF THEIR EXACT LOCATION.
BASIS OF BEARINGS BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM AND 83 SOUTH ZONE US SURVEY FEET.

REV. NO.	REV. DATE	REV. DESCRIPTION	REV. BY:
00	—/—/—	—	—



T. BAKER SMITH
A CENTURY OF SOLUTIONS
1100 S. Bayou (865) 446-7970 | tbsmith.com
1913 2013

LSU Surveying
Louisiana State University
1000 Lakeshore Drive
Baton Rouge, LA 70803
REG. NO. 5074

DRAWN BY:	LDE APPROVED BY:	MIL
64418	2008 0418	

TERREBONNE PORT COMMISSION
ROME WOODARD ST.
ROADWAY IMPROVEMENTS
EDA PROJECT NO. 08-79-05160
SECTION 12, T17S - R17E
TERREBONNE PARISH, LOUISIANA

FINAL
1566801

DRAWING NAME:	PROJECTION:	GEO. DATUM:	NAD83	VERT. DATUM:	NAVOD88	GRID UNITS:	US SURVEY FEET
ROW 6-4-18.dwg	ROW 6-4-18.dwg	NAVD 88	03 LA	US SURVEY FEET			

743

Terrebonne Parish Recording Page

Theresa A. Robichaux
Clerk Of Court
P.O. Box 1569
Houma, LA 70361-1569
(985) 868-5660

Received From :
SCHWAB, DANNA
ATTORNEY AT LAW
7847 MAIN STREET
HOUMA, LA 70360

First VENDOR

TERREBONNE PORT COMMISSION

First VENDEE

DEEPWATER RISER SERVICES L L C

Index Type : CONVEYANCES

File # : 1570827

Type of Document : LEASE

Book : 2555 **Page :** 856

Recording Pages : 18

Recorded Information

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

Theresa A. Robichaux
Clerk of Court

On (Recorded Date) : 11/20/2018

At (Recorded Time) : 2:21:37PM



Doc ID - 014470770018

Return To : SCHWAB, DANNA
ATTORNEY AT LAW
7847 MAIN STREET
HOUMA, LA 70360

Do not Detach this Recording Page from Original Document

856

LEASE AGREEMENT

THIS CONTRACT OF LEASE ("Lease") is made and entered by and between:

TERREBONNE PORT COMMISSION, a corporate body and a political subdivision of the State of Louisiana, herein represented by its President, duly authorized hereunto by resolution of its Board of Commissioners, a certified copy of which is attached hereto and forms a part hereof (hereinafter referred to as "The Port Commission" or "LESSOR"); and

Deepwater Riser Services, L.L.C., a Louisiana Corporation, herein represented by its President and Chief Financial Officer, with a mailing address of P. O. Box 3301, Houma, LA 70361 (hereinafter referred to as LESSEE):

WITNESSETH:

For and in consideration of the rental payable by LESSEE hereunder, but subject to the terms and conditions herein set forth, LESSOR does hereby lease to LESSEE, the property described on Exhibit "A" attached hereto and made a part hereof, which property is hereinafter referred to as the "Leased Premises" and is additionally shown and outlined for purposes of illustration on the plat attached hereto and marked as Exhibit "B".

I.

(A) LESSEE shall have the right to operate its business, which includes fabrication, manufacturing, blasting & painting, storage, load out and other oilfield related work. Any material change in the business performed by LESSEE shall require the approval of

LESSOR.

(B) LESSEE shall have the right to erect those structures and improvements necessary and useful to LESSEE'S use of the Leased Premises, provided that no trailer or temporary buildings is permitted on the Leased Premises, unless prior written approval is granted by LESSOR. Plans and specification for all subsequent structures to be erected on the Leased Premises shall be submitted to LESSOR for approval prior to commencement of construction. Such structures and improvements shall remain the property of LESSEE during the term hereof (including any renewals and extensions). Upon the expiration of this Lease, such structures and improvements, excluding any temporary office building if still located on the Leased Premises at the time of expiration, and any personal property of LESSEE shall become the property of LESSOR, without compensation to LESSEE. LESSEE agrees that its use of and activities upon the Leased Premises, including the construction of additional structures by LESSEE, improvements, and appurtenances and the conduct of LESSEE'S business thereon shall be in accordance with and pursuant to all applicable laws, rules, regulations and/or codes. LESSEE shall be responsible for obtaining any and all necessary and required permits and/or licenses for structures and improvements installed by LESSEE. LESSEE further agrees that it shall not use the Leased Premises for any unlawful purpose nor create a nuisance thereon.

(C) LESSEE shall not construct or maintain any underground storage tanks. Any fuel or Hazardous Materials (hereinafter defined) brought to the Leased Premises shall

be stored or maintained in above ground facilities with adequate containment as required by environmental laws and regulations, the design and construction of which has been pre-approved by LESSOR, in writing.

(D) LESSEE shall not assign or sublease any portion of this Lease without first obtaining the written consent of LESSOR.

II.

(A) This Lease and the rights granted to LESSEE herein shall remain in effect for a minimum term of five (5) years from the date hereof (called "Primary Term") provided, however, that LESSEE shall have the right and option to renew and extend this Lease for three (3) additional five (5) year periods (each an "Extended Term") with the same terms and conditions. The extended Term shall take effect automatically unless LESSEE provides written notice of cancellation to LESSOR not less than ninety (90) days prior to the expiration of the Primary Term or prior to the expiration of any Extended Term.

III.

(A) The Primary Term of this Lease shall commence upon the execution of this Lease.

(B) For the property leased, LESSEE shall pay to LESSOR a monthly rental for each month of the first year of the Primary Term, of TWELVE THOUSAND AND/NO (\$12,000.00) DOLLARS . LESSEE shall pay the first (1st) month's rental at the time of the execution of the Lease (pro-rated if not on the first day of the month) and all other

monthly rentals shall be paid on the 1st day of each succeeding month.

(C) The Basic Rentals shall escalate by 2% on the on the first (1st) day of the fifth (5th) year of the Primary Term and continuing on the fifth year of each option thereafter, this is to account for Cost of Living increase.

The monthly Basic Rentals, (plus escalation) shall be due on the first (1st) day of each month.

(D) LESSEE shall be responsible for any and all maintenance and repairs to the interior and exterior of the building(s) located on the property, including, but not limited to the structure, including the roof, HVAC system, lighting, etc.

(E) LESSEE shall be responsible for the payment of any tax, fee, or assessment of any nature levied upon or against the leased property.

IV.

(A) Should LESSEE desire to construct any significant infrastructure (bulkhead, buildings, utility lines, roads ... etc), all plans and specifications shall be in accordance with the infrastructure requirements of LESSOR and subject to the approval of an engineer approved by LESSOR. The costs and fees of the engineer, if required, shall be paid by LESSEE. Any deviation from the approved plans and specifications shall be subject to removal and/or reconstruction at the option of LESSOR.

(B) If any improvements are made by LESSEE, LESSEE shall obtain prior written approval from LESSOR.

V.

(A) LESSOR hereby represents and warrants to LESSEE that the Leased Premises are in compliance with all applicable laws and regulations. Based on the foregoing, LESSEE accepts the Leased Premises in its present condition, and LESSOR shall not be responsible for damage of any kind to any person or property upon the Leased Premises, however occasioned, except to the extent arising from LESSOR's or its invitee's negligent acts or omissions. LESSEE further agrees to indemnify and to hold harmless LESSOR, its members, employees, officers, and/or agents against any loss, damage, liability, cost, expense (including fines), penalties, damages and reasonable attorney's fees, on account of death of or injury to persons, damage to property of others, or violation of any law or regulation, including costs and expenses incident thereto, to the extent arising from LESSEE's negligent acts or omissions in use of the Leased Premises by LESSEE whether acting as lessee, co-owner or in any other capacity, or any assignees, occupants or any other third party under LESSEE's control, if any, or any improvements, works, or facilities hereafter constructed by or at the instance of LESSEE, its assignees or occupants, and any operation performed or conducted by, or at the instance of LESSEE and/or its assignees or occupants or the employees, agents, and representatives of the same upon the Leased Premises, or the exercise of any rights granted herein or any default by LESSEE of any obligation contained therein. Neither shall be responsible for punitive or exemplary damages that are based on the acts or omissions of the other. In the event

any administrative charge, proceeding, investigation, or suit is brought against LESSOR to recover for or on the account of any of the foregoing damage, injury or death, LESSEE will, at LESSOR's request, appear and defend said suit at its sole cost and expense, including provision of any appeal bond, and will pay any judgment that may be entered against LESSOR therein when said suit is finally determined to the extent the judgment arises from LESSEE's negligent acts or omissions.

(B) Under no circumstances shall LESSEE or LESSOR have any liability to each other for indirect, incidental, special, consequential, punitive or exemplary damages, howsoever claimed or arising and whether or not foreseeable.

(C) LESSEE understands that the Leased Premises is located in a heavy industrial area and from time to time painting and sandblasting will be performed in the area and weather carried particles related to spray painting by other LESSOR tenants may have an effect on vehicles and other items on the Leased Premises. LESSOR shall not be responsible for any damage caused therefrom.

(D) At all times during the existence of this Lease, LESSEE shall carry bodily injury and property damage insurance, to protect LESSEE and LESSOR in keeping with and to the extent of the indemnity obligation stated herein, and in accordance with the minimum specifications set forth as follows:

- (1) Commercial General Liability: \$1,000,000 accident limit/\$2,000,000 aggregate limit covering Bodily Injury, Personal Injury, and Property Damage. Policy shall be on an Occurrence Form. Insurer shall have an A VII Best rating or better.

- (2) Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage. Insurer shall have an A VII Best rating or better.
- (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage, except that Employer's liability limit is to be \$1,000,000 including all maritime exposure. Insurer shall have a VII Best rating or better.
- (4) Commercial Umbrella: \$2,000,000 limit/\$2,000,000 aggregate. Policy shall be an Occurrence Form. Insurer shall have an A VII Best rating or better.
- (5) Property Damage: Betterments and Improvements coverage for the amount of renovations. Policy shall be an Occurrence form and Insurer shall have an A VII Best rating or better.

(E) The policies of insurance listed above shall name LESSOR as an additional insured and provide full waiver of subrogation of any and all claims against LESSOR. Furthermore, all policies of insurance required by this Section shall provide that there be no cancellation, termination, or reduction of coverage.

(F) LESSEE shall furnish to LESSOR evidence of insurance that meets the minimum requirements specified in this section prior to the execution of this Lease LESSEE shall provide at least thirty (30) days prior written notice in case of reduction of insurance coverage, provided it meets minimum coverage requirements.

VI.

(A) LESSEE, and their agents, employees, contractors and all other persons, companies, or firms employed by or acting for LESSEE shall comply with the provisions

of all applicable federal, state, and lawfully promulgated local environmental, health and safety laws, codes and ordinances and all rules and regulations.

(B) LESSEE shall obtain and maintain all federal, state, and local permits, licenses, certificates, and approvals required by applicable Environmental Laws, land use or other laws relating to the LESSEE's operations, including, if any are applicable, but not limited to, (i) air emissions, (ii) discharge to surface or ground water, (iii) noise emissions, (iv) wetlands, (v) solid or liquid waste disposal, (vi) aboveground storage tanks, (vii) the use, generation, storage, transportation or disposal of Hazardous Materials, or (viii) other environmental, health or safety matters. All operations shall be conducted according to and in compliance with applicable Environmental Laws. LESSEE shall have the right to perform testing of the surface and subsurface soil and the surface and ground water at or under the Leased Premises to establish an environmental baseline. Any and all sampling results obtained by LESSEE shall be provided to LESSOR immediately, and LESSOR shall have the option to collect split samples at any time. LESSOR may, but shall not be required to, engage such independent contractors as LESSOR determines to be appropriate to perform at any time an audit, including but not limited to, environmental sampling and testing of (a) the Leased Premises, the surrounding soil and any adjacent areas, and any ground water located under or adjacent to the Leased Premises and/or any adjoining property; (b) LESSEE'S compliance with any obligations imposed on LESSEE under this paragraph insofar as same pertains to Lessee's obligation, pursuant to an order

issued to LESSEE by LDEQ, to remediate or clean up any contamination of the Leased Premises ("Remedial Action"), and (c) the provision made by LESSEE for carrying out such Remedial Action (an "Environmental Audit"). LESSEE shall also have the right, at its expense, to engage a second independent contractor to perform an Environmental Audit, in the event it disagrees with LESSOR's Environmental Audit. LESSOR shall allow LESSEE to attend any environmental sampling and testing conducted by or for LESSOR, obtain split samples of any soil, water or air collected, and shall provide LESSEE with a copy of the analytical results obtained by LESSOR for all samples taken by LESSOR.

(C) LESSOR shall have the right to conduct an Environmental Audit at any time. In the event the Environmental Audit shows that LESSEE has failed to comply with the provisions of this Lease or that the Leased Premises (including surrounding soil and any underlying or adjacent groundwater) have become contaminated solely due to the operations or activities of LESSEE, all reasonable costs and expenses of such audit shall be paid by LESSEE, unless it is determined that the contamination occurred prior to the commencement of this Lease.

(D) Each Environmental Audit shall be conducted after advance notice has been provided to LESSEE at least seven (7) days prior to the date of such audit and performed in a manner reasonably designed to minimize the interruption of LESSEE'S operations.

(E) If any Environmental Audit of the Premises reveals that a clean-up of contamination is required by applicable Environmental Laws, and if LDEQ determines that

LESSEE is responsible for such clean up and issues a Remedial Action order to LESSEE:

1. LESSOR shall provide LESSEE with a copy of such Environmental Audit.
2. If, within sixty (60) days of receiving a copy of the Environmental Audit and Remedial Action order from LDEQ, LESSEE fails either to commence the clean up or fails to proceed with reasonable diligence to prosecute the required clean up as promptly as practicable, LESSOR shall be entitled to perform the Remedial Action itself and recover the reasonable costs of the Remedial Action from LESSEE.
3. If the Environmental Audit reveals a situation which constitutes an imminent hazard to human health under any applicable Environmental Laws, LESSOR shall have the right to carry out any Remedial Action required at the cost of LESSEE.

(F) Should any Remedial Action for which LESSEE is responsible not be completed prior to the expiration or termination of the LEASE, including any extensions thereof, the Lease shall be extended until such time as the Remedial Action has been sufficiently completed to make the Leased Premises suitable for lease to third parties whose operations are of a heavy industrial nature.

(G) Upon expiration or earlier termination of the lease, LESSEE shall remove all Hazardous Materials previously owned, stored, or used by LESSEE and remove any above ground storage tanks or other container installed by LESSEE, repair any damage to the

Leased Premises caused by such removal and perform any clean-up required by the terms of this Lease.

(H) LESSEE shall be required to remove and remediate, if remediation is required of LESSEE by applicable Environmental Laws, at its sole risk and cost, any contamination on the Leased Premises or adjacent properties caused by the LESSEE. Should LESSEE fail to promptly commence the removal, remediation or cleanup of the contamination, the LESSOR may, but shall not be obligated to, have such work performed and LESSEE shall be liable for all costs, charges and expenses incurred by LESSOR, including reasonable attorney's fees.

(I) LESSEE shall indemnify, defend, and hold LESSOR free and harmless from any and all liabilities, damages, claims, causes of action, costs, or expenses, including reasonable attorney fees and the costs and expense of investigating and defending any government claims or proceedings, incurred by LESSOR to the extent resulting from or attributable to the use or generation of Hazardous Materials by LESSEE. LESSOR shall indemnify, defend, and hold LESSEE free and harmless from any and all liabilities, damages, claims, causes of action, costs, or expenses, including reasonable attorney fees and the costs and expense of investigating and defending any government claims or proceedings, resulting from or attributable to the use or generation of Hazardous Substances, toxic wastes, or other contamination for which LESSOR is responsible. Tenant has performed a Phase I on the property which will be used as a template going forward.

(H) The indemnification obligations under this Lease shall survive the expiration or early termination of the term of this Lease.

VII.

(A) In the event LESSEE (i) fails to make payment of any rental due hereunder (ii) fails to make payment of any other sum due under the lease or (iii) fails to observe or perform any other covenant, condition, or stipulation contained herein and such default continues for a period of thirty (30) days after written notice of default is given and LESSEE has not begun to cure such default, LESSOR shall, after notice to LESSEE, have the right to (a) cancel this Lease effective immediately or as of any date which LESSOR may select, (b) continue the Lease one or more times, without prejudicing the right to proceed later for remaining rents, taxes, assessments, charges, liens, penalties, and damages, or to exercise any other remedy, or (c) have recourse to any other remedy or mode of redress to which LESSOR may be entitled by law.

(B) In the event LESSOR exercises the right to cancel this Lease, LESSOR shall have the right, to re-enter the Leased Premises and re-let same without notice or other proceedings, in which case, LESSEE expressly waives the necessity of any notice to vacate. Should this occur, LESSEE shall remain liable not only for all rent payable to the date the cancellation becomes effective but also for all damages or losses suffered by LESSOR, provided, however, that LESSOR shall use reasonable efforts to mitigate its damages.

VIII.

(A) Upon expiration, termination, or cancellation of this Lease, LESSEE shall deliver to LESSOR the Leased Premises together with all buildings, permanent improvements, and facilities thereon in the same condition they were at the commencement of this Lease, normal wear and tear excepted.

(B) All additional permanent improvements and facilities made by LESSEE shall also become the property of LESSOR. For the purpose of this section, permanent improvements and facilities shall mean buildings, foundations, piers, bulkheads, and other such improvements but shall not mean towers, machinery, tanks, or other removable facilities.

(C) LESSEE agrees that, within forty-five (45) days after the expiration or earlier termination of this Lease, LESSEE shall remove its Trade Fixtures from the Leased Premises, leaving the property in good condition. Any Trade Fixtures not removed within forty-five (45) days shall become the property of LESSOR; and

IX.

(A) Subject to the provisions of this Lease, LESSEE accepts the Leased Premises in their present condition and agrees to maintain all structures in a good, safe condition throughout the duration of this Lease.

X.

LESSOR shall have the right to enter and inspect the Leased Premises as often as

it deems necessary, after prior notice to LESSEE, except in the event of an emergency, at which time LESSOR shall have the right to enter without prior notice. Upon inspection, should LESSOR find any damage beyond normal wear and tear or if the premises are not maintained properly, LESSOR shall send LESSEE a list of the items damaged or improperly maintained and the repairs necessary to correct the situation. LESSEE shall then have fifteen (15) days from receipt of the list to respond to LESSOR's allegations. LESSEE agrees to begin repairs within thirty (30) days from receipt of LESSOR's list. Repairs shall be completed within one hundred eighty (180) days, except in exceptional circumstances.

XI.

LESSEE shall act as a prudent tenant in regard to the Leased Premises and shall report promptly to LESSOR any trespass or adverse claim to any portion of the Leased Premises of which LESSEE has knowledge.

XII.

LESSEE shall be responsible for any increase in ad valorem tax assessments levied upon or against the Leased Premises resulting from the operations, or any improvements to the Leased Premises other than for improvements made by LESSOR.

XIII.

Should any claim for rentals due or for any other money claimed under this lease be placed in the hands of any attorney for collection or other action after maturity, or should LESSOR be forced to retain an attorney to enforce any of the provisions of this

Lease, LESSEE shall be responsible for reasonable attorney's fees, together with all costs, charges, and other expenses incurred by LESSOR in pursuing said claim.

XVI.

This instrument is executed by LESSOR without warranty and is made expressly subject to and shall at all times be held by LESSEE subordinate and inferior to any existing recorded servitudes, pipeline and canal permits, rights of way, trapping leases, and any other recorded contract presently affecting the Leased Premises.

XVII.

Any notice required or permitted by this lease shall be sent by certified United States mail, return receipt requested, postage prepaid, to the addresses listed herein below and shall be deemed given as of the postmark appearing thereon:

TERREBONNE PORT COMMISSION
P. O. Box 6097
Houma, Louisiana 70361

DEEPWATER RISER SERVICES, L.L.C.
9 Bayou Dularge Road
Houma, LA 70363
Attn: President

XVIII.

All provisions herein are binding upon the parties and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, this lease has been executed in quintuplicate originals as of the 19th day of NOVEMBER, 2018, in the presence of the undersigned competent witnesses.

Witnesses:

Mindy Angell
Printed Name Mindy Angell

Courtney Breaux
Printed Name Courtney Breaux

[Signature]
TERREBONNE PORT COMMISSION
BY: Steven Crispino President

Witnesses:

Rochele Chancey
Printed Name ROCHELE CHANCEY

Royce Pellegrom
Printed Name Royce Pellegrom

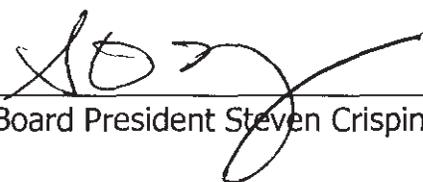
[Signature]
Deepwater Riser Services, LLC
BY: Leroy Guidry

STATE OF LOUISIANA

PARISH OF TERREBONNE

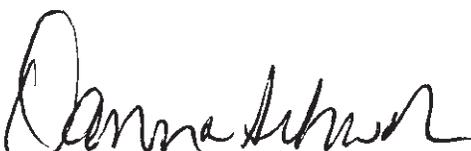
BEFORE ME, the undersigned authority, personally came and appeared Board President who after being duly sworn, did depose and say:

That he is the President of the TERREBONNE PORT COMMISSION and that as such duly authorized officer, he executed the above and foregoing instrument for and on behalf of said TERREBONNE PORT COMMISSION and acknowledged said instrument to be the free act and deed of said TERREBONNE PORT COMMISSION.


Board President Steven Crispino

Sworn to and subscribed before me this 20th day of November,

2015.


DANNA E. SCHWAB, NOTARY PUBLIC
Notarial #20367

Terrebonne Parish Assessor

2024 Assessment Listing

Parcel#

42299

[View on Map \(http://terrebonnemaps.azurewebsites.net/?parcelid=42299\)](http://terrebonnemaps.azurewebsites.net/?parcelid=42299)**Primary Owner**

TERREBONNE PORT COMMISSION

Mailing AddressP.O. BOX 724
HOUMA LA 70363**Ward**

04

Type

EXEMPTION

Legal

AN IRREGULAR SHAPED TRACT HAVING A FRONT OF 2207.63' ON INDUSTRIAL BOULEVARD BY DEPTH OF 523.56' ON ITS EASTERN SIDE AS SHOWN ON PLAT "TERREBONNE PORT COMMISSION PROPOSED PURCHASE FROM WALTER LAND CO., IN SECTION 12 T17S R17E." ALSO A TRIANGULAR SHAPED TRACT ADJACENT TO & SOUTHWEST OF THE ABOVE DESCRIBED TRACT AS SHOWN ON MAP CB 587/825. CB 587/811

Physical Address

1874 INDUSTRIAL BLVD
1880 INDUSTRIAL BLVD
1890 INDUSTRIAL BLVD
1892 INDUSTRIAL BLVD
203 ROME WOODARD CT
213 ROME WOODARD CT
237 ROME WOODARD CT
241 ROME WOODARD CT
253 ROME WOODARD CT
277 ROME WOODARD CT
371 ROME WOODARD CT
383 ROME WOODARD CT
391 ROME WOODARD CT
499 ROME WOODARD CT
115 ROME WOODARD ST

Parcel Items

Property Class	Assessed Value	Market Value	Units	Homestead
AGRICULTURE 1	1,600	16,000	40.00	1,600
WOODLAND	770	7,700	384.00	770
TOTAL	2,370	23,700	424.00	2,370

Deeds

Name(s)
WALTER LAND CO.

Date
5/31/1974

Amount
860,000

Book
587

Page
811

Locations

Subdivision	Block	Lot	Section	Township	Range	Tract
REAPPRAISAL DIST. 1 IN WARD 4			12	17	17	

Misc. Information

Description	Value
Bayou-Bk	B
Bayou-No	06
Geo Page	44
Geo Parcel	1117
Prev Acct#	0
