

207/24

Exhibit A. Port of Columbia Site Partial Title Abstract

CASH DEED

BE IT KNOWN, that before the undersigned Notaries Public, duly commissioned and qualified, and acting in their respective Parish/County and State, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

JEANETTE MURPHY HOLCEK (SS# [REDACTED]) the widow of Joseph Franklin Holcek, Jr., a major resident of Ouachita Parish, Louisiana ("VENDOR"),

who declared that she does by these presents, GRANT, BARGAIN, SELL, CONVEY AND DELIVER, with full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, together with all rights of prescription, whether acquisitive or liberative, to which said vendor may be entitled, unto:

COLUMBIA PORT COMMISSION, a political subdivision of the State of Louisiana, organized by the Louisiana Legislature by Act 1962, Number 239 (34:1901), domiciled in the Parish of Caldwell, State of Louisiana, represented herein by its duly authorized agent, Robert Frazier ("VENDEE"),

the following described property to-wit:

A certain tract or parcel of land being situated in Sections 19, 41, and 42 of Township 14 North, Range 4 East, Caldwell Parish, Louisiana, and being more particularly described as follows:

Commence at the Northwest corner of Section 19, T14N, R4E, Caldwell Parish, Louisiana, and proceed South 01 degrees 22 minutes West a distance of 2073.20 feet; thence proceed South 51 degrees 40 minutes East a distance of 897.50 feet to the East right of way line of a Caldwell Parish Road; thence proceed North 51 degrees 40 minutes West a distance of 141.37 feet; thence proceed South 39 degrees 44 minutes 22 seconds West along a common property line with the U.S. Corps of Engineers a distance of 283.73 feet to a point on the toe of the Ouachita River Levee; thence run the following courses along the toe of said Ouachita River Levee: North 65 degrees 46 minutes 57 seconds West a distance of 1128.22 feet; North 07 degrees 10 minutes 36 seconds East a distance of 462.30 feet; North 05 degrees 41 minutes 38 seconds West a distance of 422.61 feet; North 25 degrees 21 minutes 52 seconds West a distance of 618.90 feet; North 39 degrees 13 minutes 22 seconds West a distance of 184.82 feet to a point in a fence line; thence proceed north 50 degrees 50 minutes 21 seconds East along said fence line a distance of 1400.00 feet; thence proceed North 56 degrees 03 minutes 31 seconds East along said fence line a distance of 355.65 feet to a point in the centerline of the Union Pacific Railroad; thence proceed South 58 degrees 10 minutes 41 seconds East along the centerline of said Railroad a distance of 1647.81 feet, to the POINT OF BEGINNING, being the centerline of Caldwell Parish Road # 118 also known as "Riverton Camp Road"; thence proceed South 58 degrees 12 minutes 42 seconds East along the centerline of said Railroad a distance of 2208.77 feet; thence proceed South 54 degrees 52 minutes 10 seconds East along the centerline of said railroad a distance of 427.14 feet; thence proceed South 23 degrees 22 minutes 29 seconds West a distance of 656.84 feet; thence proceed North

77 degrees 57 minutes 25 seconds West a distance of 1753.43 feet to a point that is a common property corner of a 20.08 acre tract owned by T. L. James and Company, Inc.; thence run the following courses along the common property line with said 20.08 acre tract: North 20 degrees 09 minutes 40 seconds West a distance of 161.21 feet; North 69 degrees 33 minutes 40 seconds West a distance of 338.10 feet; North 81 degrees 06 minutes 50 seconds West a distance of 134.94 feet; North 62 degrees 16 minutes 40 seconds West a distance of 427.57 feet; thence run Northeast along the right of way line of a Caldwell Parish Road to the POINT OF BEGINNING, containing 50 acres, more or less, and being all of the land owned by Vendor south of Caldwell Parish Road #118 also known as "Riverton Camp Road" and being subject to the right of way of the Union Pacific Railroad Company, the right of way of a Caldwell Parish Asphalt Road, and all of the rights of way, easements and servitudes of record or of use.

TO HAVE AND TO HOLD said described property unto said vendee, their heirs and assigns forever.

This sale is made for the consideration of the sum of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS and no/100 (\$125,000.00) cash in hand paid, the receipt and sufficiency of which is acknowledged.

VENDOR warrants that there are no liens, mortgages, or encumbrances against said property.

VENDOR assigns any and all leases, presently or future leases, encumbering the property including all rents, income, losses, and any other revenues generated from the property whether accumulated or to be accumulated.

The Certificate of Mortgage is hereby waived by the parties.

A title examination was neither requested of nor furnished by the undersigned Notaries Public, and the parties agree to hold the Notary, before whom the act is passed, harmless in the presence.

Taxes for the year 2000 will be paid by Vendee.

THUS DONE AND SIGNED in Ouachita Parish, State of Louisiana, in the presence of me, Notary, and the undersigned witnesses on this 31st day of March, 2000.

ATTEST:

Cindy Rupp

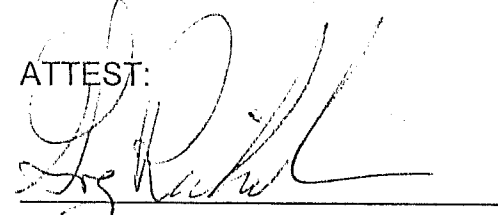
Diane Bee

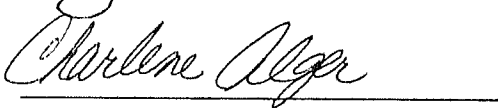
Jeanette Murphy Holcek
Jeanette Murphy Holcek, Vendor

[Signature]
Notary Public

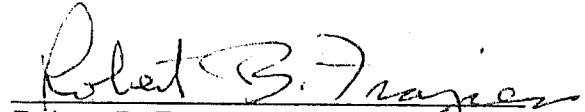
THUS DONE AND SIGNED in Caldwell Parish, State of Louisiana, in the presence of me, Notary, and the undersigned witnesses on this 31st day of March, 2000.

ATTEST:






Columbia Port Commission, Vendee



Robert B. Frazier, President



NOTARY PUBLIC

Holeck Cash Deed.doc

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BY 
Brenda Murphy
BY CLERK RECORDED
CALDWELL PARISH

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STATE OF LOUISIANA
PARISH OF CALDWELL

AGREEMENT TO PURCHASE AND SELL REAL ESTATE

This agreement is made as of the hereinafter shown dates of execution by the parties hereto; and is binding between the following parties:

SELLER : COLUMBIA PORT COMMISSION, a political subdivision of the State of Louisiana, organized by the Louisiana Legislature by Act 1962, Number 239 (34:1901), domiciled in the Parish of Caldwell, State of Louisiana, represented herein by its duly authorized agent, Robert Frazier, as per resolution attached hereto;

BUYER: EAST COLUMBIA WATER DISTRICT, a political subdivision corporation domiciled in Caldwell Parish, Louisiana, whose mailing address is P.O. Box 912, Columbia, Louisiana 71418, and which is represented herein by Dale Powell, its dully authorized representative; do hereby agree as follows:

Whereas the SELLER is the owner of certain real property situated in Caldwell Parish, Louisiana and described herein, referred to herein as "the PROPERTY"; and whereas the BUYER agrees to purchase and the SELLER agrees to sell "the PROPERTY" for and in consideration of TWENTY NINE THOUSAND AND NO/100 DOLLARS (\$29,000.00) payable at closing. The parties hereto agree to mutual covenants and conditions contained in this agreement.

I. SURVEY

The parties hereto agree that a survey of the property will be required.

II. PROPERTY TO BE CONVEYED

All their right, title and interests in and to the property more fully described on the survey. The property to be sold is 8 Acres at the Columbia Port Commission's property adjacent to the Riverton Lake Campground Road. The seller's specifically agree to sell 8 acres located East of the Union Pacific R.R. and west of the Riverton Lake Campground Road along the western edge of seller's property. The sales price also includes a 60 foot servitude along the east Union Pacific Rail Road right of way. The sales price also includes a 20 foot utility casement along the northern edge of seller's property so as to allow buyer's utility access to the Ouachita River.

III. RIGHT TO INSPECT THE PROPERTY

The BUYER or its authorized representative(s) shall have the right, at any time after the execution of this agreement and at its sole costs and expense, to enter "the PROPERTY" and inspect "the PROPERTY" for any lawful purpose, related to due diligence.

IV. CLOSING OF THE SALE

The sale shall be closed at the earliest available date.

V. MINERAL RIGHTS

SELLER to reserve all its right, title and interest to oil, gas, and other mineral rights owned by the SELLER.

VI. WARRANTIES AND REPRESENTATIONS OF SELLERS

SELLER warrants and represents that at the time of closing:

1. SELLER shall have good and merchantable title to "the PROPERTY"; Property to be conveyed by Warranty Deed subject to any and all easements of record or use, free and clear of all liens, mortgages, judgments or other such encumbrances.
2. The SELLER makes no other warranty as to condition of "the PROPERTY" and both SELLER and BUYER agree that "the PROPERTY" is being purchased in "as is" condition.

VII. CONDITIONS OF THE SALE

None:

VIII. TAXES AND ASSESSMENTS

The parties to this agreement agree that 2011 property taxes, if any, will be prorated with the SELLER having the responsibility for the payment of taxes through the date of closing.

IX. CLOSING COSTS

The following costs to be paid by BUYER:

- A. Their attorney's fees, if any;
- B. Recording costs;
- C. Pro rata share of 2011 property taxes, if any.

X. ASSIGNMENT AND SUCCESSION

This agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, executors and assigns of the respective parties.

XI. MODIFICATION

No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

XI I. EXECUTION IN COUNTERPARTS

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be considered to constitute one and the same instrument.

THUS DONE AND SIGNED at Columbia, Louisiana, on this the ____ day of September 2011 in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

Nancy Crockett
Sign Name of Witness

Bruce Trujer
COLUMBIA PORT COMMISSION

Nancy Crockett
Print Name of Witness

Laura Benson
Sign name of Witness

Joe Powell
East Columbia Water District

Lauren Benson
Print Name of Witness

Bonnie F. McGrew
NOTARY PUBLIC
Notary or LSBA Number 30507

Bonnie F. McGrew
Print Name of Notary

228550

BY Brenda Murphy
BY SHERK & PETERSON
CALDWELL PARKS

2011 SEP 19 AM 10:00

CONF 252 PAGE 242

FILED AND RECORDED

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249/374

STATE OF LOUISIANA
PARISH OF Caldwell

Line/Project Identification: Columbia - Move Line For Riley 226554
Exploration LLC
CEA 249108 WR 508104 TLN _____

Overhead
RIGHT-OF-WAY INSTRUMENT
ENTERGY LOUISIANA, LLC

KNOW ALL MEN BY THESE PRESENTS THAT:
Columbia Port Commission Grantor(s),
whose permanent address is P.O. Box 367, Columbia, La 71418 acting
individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the
ownership to the property hereinafter described, collectively "Grantor", for and in consideration of ONE DOLLAR
(S), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Louisiana, LLC, and its
successors and assigns, collectively "Grantee", a right-of-way, servitude and easement for the location, construction,
reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power
and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to,
poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other
equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith
by Grantee over, across, under or on that land of Grantor in the Parish of Caldwell, State of Louisiana
described as follows, to-wit:

A certain tract of land in the _____ of the _____ of
Section 41 + 19 Township 14N Range 4E

The right of way herein granted is 30 feet in width, 15 feet each way from the centerline as constructed.

The approximate location of said centerline and of right of way being granted is as shown on attached sketch hereto
and made a part hereof.

Together with the right of ingress and egress to and from the said right-of-way across the adjoining land of the
Grantor and the right to attach wires and cables of any other party to Grantee's facilities.

Grantee shall have the full and continuing right to clear and keep clear trees, limbs, and/or other vegetation which
the Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering
of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in
the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said
right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's
fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other
structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of
Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 20th day of
October, 2010.

WITNESSES:
(Sign) _____
(Print) Jimmy A. Nugent
(Sign) Jimmy W. Howard
(Print) Jimmy W. Howard

GRANTOR:
(Sign) Robert B. Frizzell
(Print) Robert B. Frizzell
(Sign) _____
(Print) _____

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF Caldwell

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

Appearing witness

Sworn to and subscribed before me this 20th day of October, 2010.

Beth Roark
Notary Public

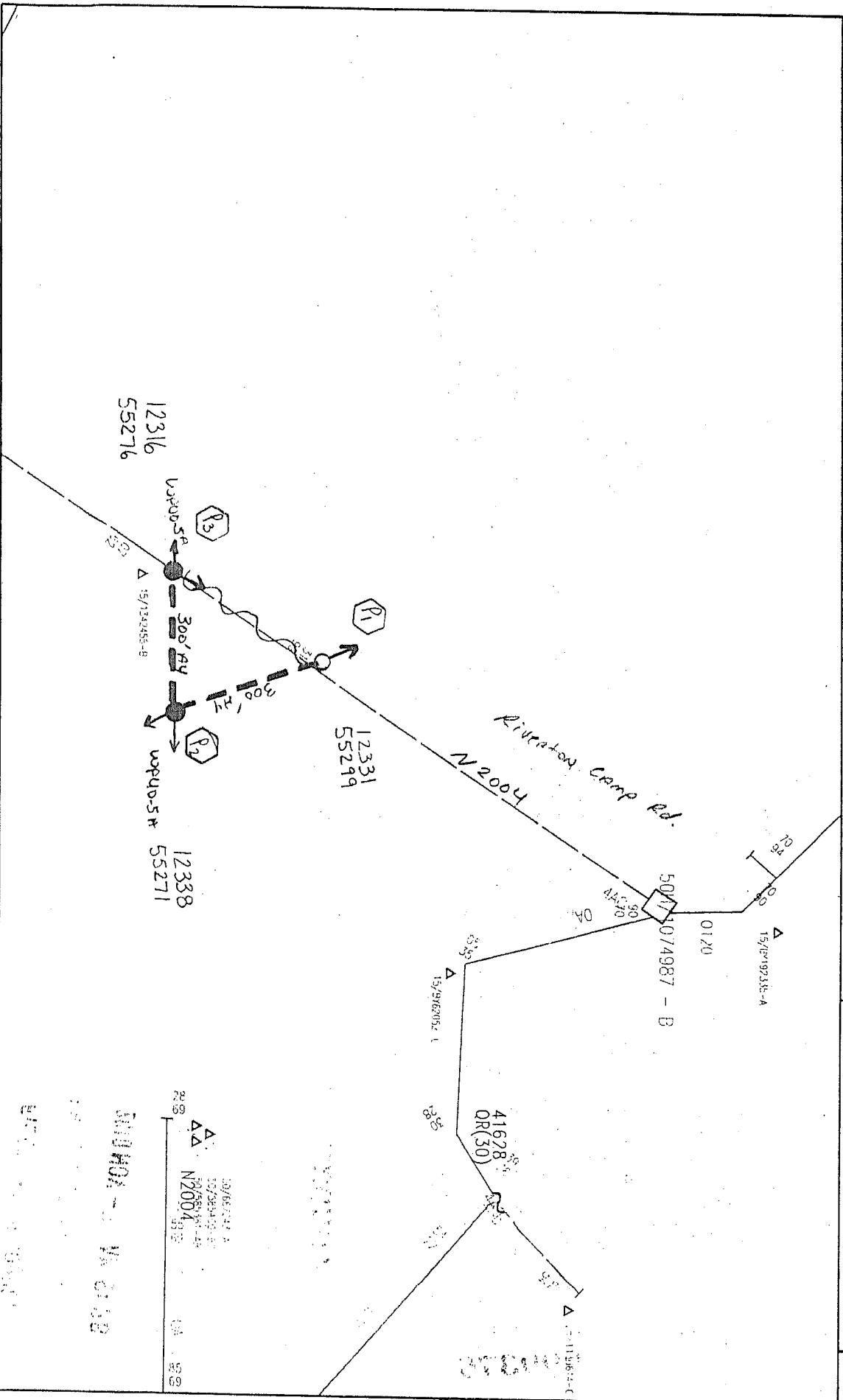
Grantee's Permanent Mailing Address
P.O. Box 35803, West Monroe, LA 71291

Print Name: Beth Roark
Bar Roll # or Notary I. Deputy Clerk of Court
And Ex-Officio Notary
Notary Number: 89270

000374

Entergy

WR Name: <i>Custom - Columbia-N2004-Relocate 8ku Line</i>		WR#: 508104
Local Office: 2037	County/Parish: <i>Calderwell</i>	Date: 10/19/10
Tax Dist: <i>2CA</i>	Right-of-Way: <input checked="" type="radio"/> Yes <input type="radio"/> No	Construction Type: <input checked="" type="radio"/> OH <input type="radio"/> UG
WR Type: <i>Custom</i>	Map: \$	Urban <input type="radio"/> Rural <input checked="" type="radio"/>
Acct#: _____	SO#: _____	Load PT: _____
Phone#: _____	Night Watcher SO#: _____	Source PT: _____
Contact Person: _____	Last Call Ref#: _____	Circuit No: <i>N2004</i>
		Phase: <i>B</i>
		Designer: <i>MKG</i>
		Scale: 1"=300'
		Customer Service Insurance Stamp
		Page 1 of 1
		CEA#: 249108



000375

226557

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CORR 49 PAGE 374

2010 NOV -5 AM 9:38

BY *Rosemary Murphy*
CLERK & RECORDER
CALDWELL PARISH

226557

000376

226557

239/121

ROAD RIGHT OF WAY AGREEMENT

This Agreement is made and entered into this 19th day of December, 2007, by and between **COLUMBIA PORT COMMISSION**, a political subdivision of the State of Louisiana, organized by the Louisiana Legislature by Act 1962, Number 239 (34:1901), domiciled in the Parish of Caldwell, State of Louisiana, represented herein by its duly authorized agent, Robert Frazier, sometimes hereinafter referred to as "Grantor", and **JESSEE EDWARD JAMES**, husband of Lisa James, whose address is 310 Wiles Road, Columbia, LA 71418, sometimes hereinafter referred to as "Grantee", who declare that under the covenants, conditions and stipulations hereinafter recited, Grantor does hereby grant, donate, confirm, transfer and deliver unto Grantee, a servitude and right-of-way over and across the following described property in the Parish of Caldwell, Louisiana, to-wit:

A certain tract or parcel of land being situated in Sections 19, 41, 42 and 48, Township 14 North, Range 4 East, and Sections 13, 24 and 44, Township 14 North Range 3 East, Caldwell Parish, Louisiana, and being more particularly described as follows:

Commence at the Northwest corner of Section 19, T14N, R4E, Caldwell Parish, Louisiana, and proceed South 01 degrees 22 minutes West a distance of 2073.20 feet; thence proceed South 51 degrees 40 minutes East a distance of 897.50 feet to the East right of way line of a Caldwell Parish Road and the POINT OF BEGINNING; thence proceed North 51 degrees 40 minutes West a distance of 141 .37 feet; thence proceed South 39 degrees 44 minutes 22 seconds West along a common property line with the U.S. Corps of Engineers a distance of 283.73 feet to a point on the toe of the Ouachita River Levee; thence run the following courses along the toe of said Ouachita River Levee: North 65 degrees 46 minutes 57 seconds West a distance of 1,128.22 feet; North 07 degrees 10 minutes 36 seconds East a distance of 462.30 feet; North 05 degrees 41 minutes 38 seconds West a distance of 422.61 feet; North 25 degrees 21 minutes 52 seconds West a distance of 618.90 feet; North 39 degrees 13 minutes 22 seconds West a distance of 184.82 feet to a point in a fence line; thence proceed north 50 degrees 50 minutes 21 seconds East along said fence line a distance of 1400.00 feet; thence proceed North 56 degrees 03 minutes 31 seconds East along said fence line a distance of 355.65 feet to a point in the centerline of the Union Pacific Railroad; thence proceed South 58 degrees 10 minutes 41 seconds East along the centerline of said Railroad a distance of 1647.81 feet; thence proceed South 58 degrees 12 minutes 42 seconds East along the centerline of said Railroad a distance of 2208.77 feet; thence proceed South 54 degrees 52 minutes 10 seconds East along the centerline of said railroad a distance of 427.14 feet; thence proceed South 23 degrees 22 minutes 29 seconds West a distance of 656.84 feet; thence proceed North 77 degrees 57 minutes 25 seconds West a distance of 1,753.43 feet to a point that is a common property corner of a 20.08 acre tract owned by T. L. James and Company, Inc.; thence run the following courses along the common property line with said 20.08 acre tract: North 20 degrees 09 minutes 40 seconds West a distance of 161.21 feet; North 69 degrees 33 minutes 40 seconds West a distance of 338.10 feet; North 81 degrees 06 minutes 50 seconds West a distance of 134.94 feet; North 62 degrees 16 minutes 40 seconds West a distance of 427.57 feet; South 30 degrees 14 minutes 40 seconds West a distance of 145.55 feet; South 34 degrees 12 minutes 30 seconds West a distance of

108.57 feet; South 39 degrees 09 minutes 40 seconds West a distance of 150.80 feet; South 28 degrees 21 minutes 00 seconds West a distance of 172.53 feet; South 16 degrees 37 minutes 20 seconds West a distance of 317.70 feet; South 17 degrees 43 minutes 50 seconds West a distance of 190.80 feet to the POINT OF BEGINNING; containing approximately 175 acres, more or less, and being subject to the right of way of the Union Pacific Railroad Company, the right of way of a Caldwell Parish Asphalt Road, and all of the rights of way, easements and servitudes of record or of use.

LESS AND EXCEPT the following property:

A certain tract or parcel of land being situated in Sections 19, 41, and 42 of Township 14 North, Range 4 East, Caldwell Parish, Louisiana, and being more particularly described as follows:

Commence at the Northwest corner of Section 19, T14N, R4E, Caldwell Parish, Louisiana, and proceed South 01 degrees 22 minutes West a distance of 2073.20 feet; thence proceed South 51 degrees 40 minutes East a distance of 897.50 feet to the East right of way line of a Caldwell Parish Road; thence proceed North 51 degrees 40 minutes West a distance of 141.37 feet; thence proceed South 39 degrees 44 minutes 22 seconds West along a common property line with the U.S. Corps of Engineers a distance of 283.73 feet to a point on the toe of the Acadia River Levee; thence run the following courses along the toe of said Acadia River Levee: North 65 degrees 46 minutes 57 seconds West a distance of 1128.22 feet; North 07 degrees 10 minutes 36 seconds East a distance of 462.30 feet; North 05 degrees 41 minutes 38 seconds West a distance of 422.61 feet; North 25 degrees 21 minutes 52 seconds West a distance of 618.90 feet; North 39 degrees 13 minutes 22 seconds West a distance of 184.82 feet to a point in a fence line; thence proceed north 50 degrees 50 minutes 21 seconds East along said fence line a distance of 1400.00 feet; thence proceed North 56 degrees 03 minutes 31 seconds East along said fence line a distance of 355.65 feet to a point in the centerline of the Union Pacific Railroad; thence proceed South 58 degrees 10 minutes 41 seconds East along the centerline of said Railroad a distance of 1647.81 feet, to the POINT OF BEGINNING; thence proceed South 58 degrees 12 minutes 42 seconds East along the centerline of said Railroad a distance of 2208.77 feet; thence proceed South 54 degrees 52 minutes 10 seconds East along the centerline of said railroad a distance of 427.14 feet; thence proceed South 23 degrees 22 minutes 29 seconds West a distance of 656.84 feet; thence proceed North 77 degrees 57 minutes 25 seconds West a distance of 1753.43 feet to a point that is a common Property corner of a 20.08 acre tract owned by T. L. James and Company Inc.; thence run the following courses along the common Property line with said 20.08 acre tract: North 20 degrees 09 minutes 40 seconds West a distance of 161.21 feet; North 69 degrees 33 minutes 40 seconds West a distance of 338.10 feet; North 81 degrees 06 minutes 50 seconds West a distance of 134.94 feet; North 62 degrees 16 minutes 40 seconds West a distance of 427.57 feet; thence run Northeast along the right of way line of a Caldwell Parish Road to the POINT OF BEGINNING containing 50 acres, more or less, and being subject to the right of way of the Union Pacific Railroad Company, the right of way of a Caldwell Parish Asphalt Road, and all of the rights of way, easements and servitudes of record or of use.

This road right-of-way agreement shall be for a period of 5 years beginning on December 19, 2007 (effective date).

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Grantor reserves the right to grant oil, gas and mineral leases to other companies during the term of this lease. Grantee shall be made aware of current oil, gas and mineral leases affecting the area to which Grantee wishes to construct a road. Grantee shall be advised that Southwestern Energy Production Company (hereinafter "SEPCO") is the current lease holder and is currently utilizing the access road that Grantee wishes to utilize and Grantee shall cause nothing to impede SEPCO's access at any time.

Grantee shall be responsible for keeping and maintaining the road right-of-way herein in reasonably serviceable condition. Grantee shall provide shell or limestone to be put on the road to keep it in reasonably serviceable condition. Any and all grading to be done on the road shall be done by Grantee, Ed James, upon the request of Columbia Port Commission or SEPCO.

This road right-of-way is granted for the purpose of providing Grantee with access to his residence and no other use. This road right-of-way shall not be assigned, subleased or transferred to any party without the written permission of Grantor and SEPCO. Grantee may terminate this agreement by giving Grantor 30 days advance written notice thereof, however Grantee shall still have the obligation and responsibility of repairing any damages to the road and such shall survive termination.

Grantee is also given the right and option to renew this road right-of-way agreement for an additional period of 5 years after the primary term hereof has expired. Grantee shall give Grantor 30 days advance written notice of its intent to exercise the said option.

Grantor and Grantee agree to hold SEPCO harmless from anything caused as a result of Grantee's usage of the road and Grantee recognizes his usage is at his sole risk.

In the event Grantee does not keep his maintenance current, SEPCO shall handle same and bill Grantee. This is considered a mandatory and enforceable part of this agreement and could lead to Grantee's loss of right to use said road.

This agreement may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and date herein above first written.

WITNESSES:

[Signature]
Jimmy A. Nugent
[Signature]
Russell A. Mouton

[Signature]
Jimmy A. Nugent
[Signature]
Russell A. Mouton

[Signature]
COLUMBIA PORT COMMISSION
REPRESENTED HEREIN BY ROBERT
FRAZIER
[Signature]
JESSE EDWARD JAMES

STATE OF LOUISIANA

PARISH OF CALDWELL

BEFORE ME, the undersigned Notary Public, on this day personally appeared, who, being by me duly sworn, stated that Jimmy A. Nugent was one of the subscribing witnesses to the foregoing instrument and that the same was signed by **COLUMBIA PORT COMMISSION** (Grantor, as above mentioned) and **JESSEE EDWARD JAMES** (Grantee, as above mentioned) in his presence and in the presence of the other subscribing witness(es).

[Signature]
Jimmy A. Nugent

SWORN TO AND SUBSCRIBED before me, the undersigned Notary Public, on this 27th day of December 2007 at Caldwell Parish, Louisiana.

[Signature]
NOTARY PUBLIC

Cheryl D. Lively
Deputy Clerk of Court
And Ex-Officio Notary
Notary Number: 75068

218957

BY [Signature]
Brenda Murphy
CLERK & RECORDER
CALDWELL PARISH

08 JAN -8 PM 1:41

BOOK 239 PAGE 121

FILED AND RECORDED

218957

THIS DOCUMENT WAS NOT PREPARED BY ME; NOTARY PUBLIC BUT WAS PRESENTED TO ME TO BE NOTARIZED AT THE TIME OF SIGNING.

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86/771 is same document

218266

RESOLUTION

LOUISIANA STATE MINERAL BOARD

On motion of Mr. Arnold, seconded by Mr. West, the following Resolution was offered and adopted:

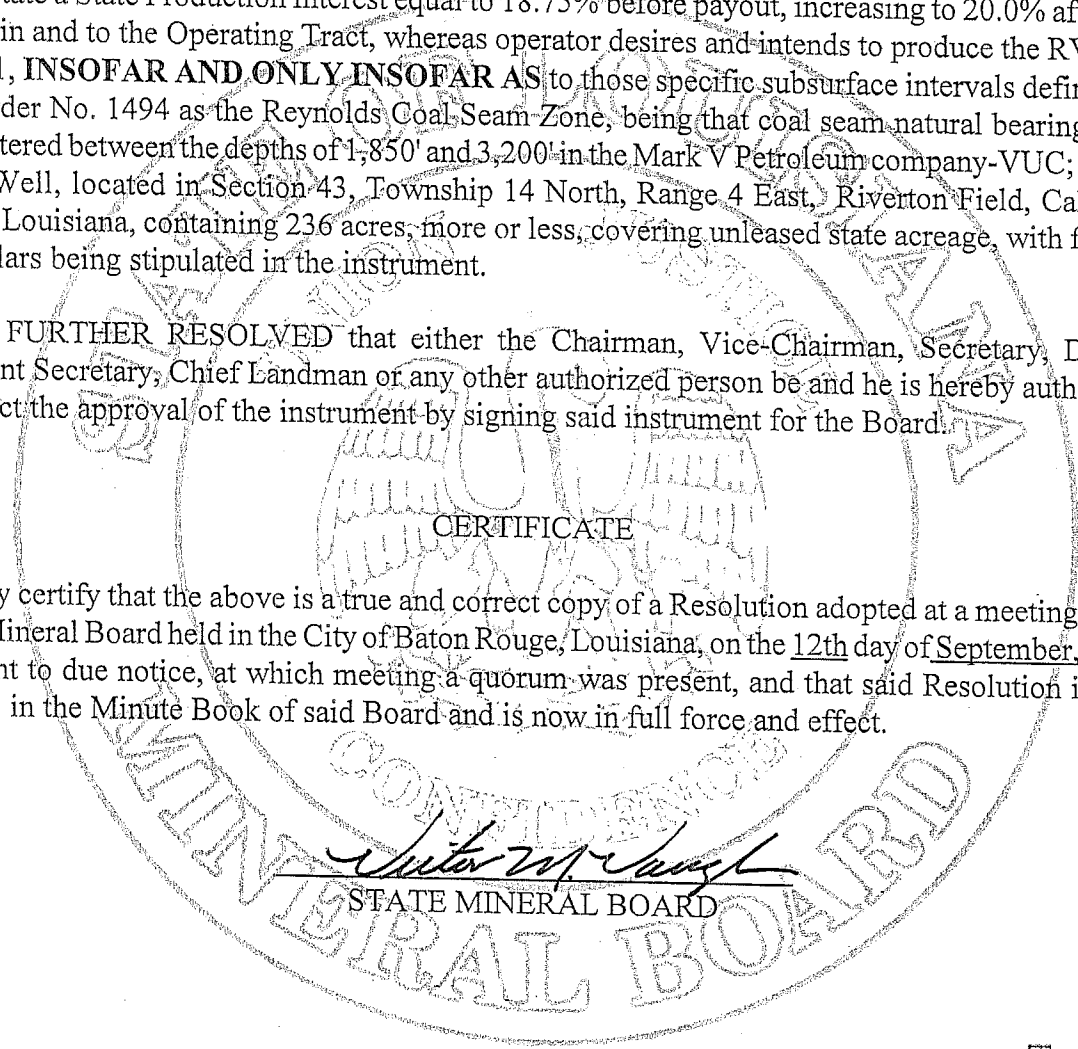
BE IT RESOLVED by the State Mineral Board that Docket Item No. 07-83 from the September 12, 2007, Meeting be approved, said instrument being an Operating Agreement presented by Southwestern Energy Production Company, to create an operating tract for the exploration and development of oil, gas and/or condensate and other liquid hydrocarbons, which proposal allocates to the State a State Production Interest equal to 18.75% before payout, increasing to 20.0% after the payout in and to the Operating Tract, whereas operator desires and intends to produce the RVRTN CSNG1, **INSOFAR AND ONLY INSOFAR AS** to those specific subsurface intervals defined by said Order No. 1494 as the Reynolds Coal Seam Zone, being that coal seam natural bearing zone encountered between the depths of 1,850' and 3,200' in the Mark V Petroleum company-VUC; Smith No. 1 Well, located in Section 43, Township 14 North, Range 4 East, Riverton Field, Caldwell Parish, Louisiana, containing 236 acres, more or less, covering unleased state acreage, with further particulars being stipulated in the instrument.

BE IT FURTHER RESOLVED that either the Chairman, Vice-Chairman, Secretary, Deputy Assistant Secretary, Chief Landman or any other authorized person be and he is hereby authorized to reflect the approval of the instrument by signing said instrument for the Board.

CERTIFICATE

I hereby certify that the above is a true and correct copy of a Resolution adopted at a meeting of the State Mineral Board held in the City of Baton Rouge, Louisiana, on the 12th day of September, 2007, pursuant to due notice, at which meeting a quorum was present, and that said Resolution is duly entered in the Minute Book of said Board and is now in full force and effect.

[Signature]
STATE MINERAL BOARD



BY *[Signature]*
CLERK & RECORDER
CALDWELL PARISH

07 OCT -5 AM 11:46

FILED AND RECORDED
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PAGE 791

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791

OPERATING AGREEMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

KNOW ALL MEN BY THESE PRESENTS:

This operating agreement, effective as of the date shown in Paragraph 11, is executed on the date or dates listed below, by and between the STATE MINERAL BOARD OF THE STATE OF LOUISIANA, acting for and on behalf of the State of Louisiana pursuant to the authority granted to it by Sections 208 and 209 of Title 30 of the Revised Statutes of Louisiana, represented herein by VICTOR M. VAUGHN, its duly authorized Secretary Designee, and whose mailing address is Post Office Box 2827, Baton Rouge, Louisiana 70821-2827 (hereinafter simply referred to as "State" or "Non-Operator"), and Southwestern Energy Production Company, represented herein by Jim R. Dewbre, its duly authorized Senior V. P. - Land, and whose mailing address is 2350 N. Sam Houston Pkwy E, Suite 300, Houston, TX 77032 (hereinafter simply referred to as "Southwestern" or "Operator");

WITNESSETH: That,

WHEREAS, State is the owner of the entirety of the mineral rights in, on, and under the tract of land or waterbottoms located in Caldwell Parish, Louisiana, more fully described in Exhibit A and B attached hereto as a part hereof (which tract is hereinafter simply referred to as "Operating Tract");

WHEREAS, Office of Conservation Order No. 1494, effective December 1, 2005, established rules and regulations and created three (3) coal seam natural gas units (coal seam natural gas producing areas pursuant to LSA-R.S. 30:5.2) for the exploration for and production of coal seam natural gas from the Reynolds Coal Seam Zone defined as being that coal seam natural bearing zone encountered between the depths of 1,850' and 3,200' feet (electric log measurements, less and except all non-coal intervals encountered within such zone) in the Mark V Petroleum Company – VUC; Smith No. 1 Well (SN: 229459) located

in Section 43, Township 14 North, Range 4 East, in the Riverton Field, Caldwell Parish, Louisiana.

WHEREAS, Southwestern's predecessor-in-title established production of coal seam natural gas on December 1, 2005 from the Reynolds Coal Seam Zone within the unitized area identified as the RVRTN CSNG1 unit created by Office of Conservation Order No. 1494;

WHEREAS, this agreement is given in consideration that the State shall receive its share from production as defined in this agreement from the date of first production from the unit, December 1, 2005, and that this date shall serve as the beginning date for the payout period;

WHEREAS, the parties have agreed, under the statutory authority of La. R.S. 30:209, to the mineral development of the Operating Tract to be accomplished through this operating agreement;

NOW, THEREFORE, in consideration of the premises, and of the covenants and agreements herein contained and the benefits to accrue hereunder, all of which are recognized to be adequate for the purposes hereof, it is understood and agreed, as follows:

1.

There is hereby created and established an operating agreement (hereinafter simply referred to as the "Operating Agreement" or "Agreement"), effective as of the date set forth in Paragraph 11 hereof, for the limited and specific development, as herein set forth, of the Operating Tract for the production of coal bed gas. Pertinent thereto, the State hereby grants to Operator the exclusive right to conduct work on and under the Operating Tract and to further utilize the surface of the Operating Tract for purposes incident to the production, capture, possession, storage, marketing and transportation of coal bed gas produced from or attributable to the Operating Tract due to the operations, together with the right of ingress and egress to and from said Operating Tract at all times for such purposes, including the right to construct, maintain and use roads, pipelines and/or canals thereon for or relating to operations hereunder, and including the right to remove from the said Operating Tract any property placed thereon by or for the Operator in conjunction with operations and to draw and remove casing from the Subject Well. The operations and related work will be conducted in a careful, diligent and workmanlike manner and Operator shall have the exclusive charge,

control, supervision and management of all such operations entitled under this agreement, including the drilling or re-completion, production, gathering, treating, processing, handling, storing, transporting, marketing and sale of coal bed gas produced from or attributable to the Operating Tract due to the operations.

For all purposes of this operating agreement, the term "coal bed gas" shall mean all methane gas, including gas commonly referred to as coal bed methane, coal seam natural gas, occluded natural gas, marsh gas, and gob gas, produced from coal formations or seams defined as the Reynolds Coal Seam Zone in Office of Conservation Order No. 1494, effective December 1, 2005.

2.

- I. This agreement is given for and in consideration of the following:
 - a. Payment to the State of a State Production Interest ("SPI") equal to eighteen and seventy-five hundredths percent (18.75%) before payout, increasing to twenty percent (20.0%) after the payout of the value of coal bed gas produced saved, sold utilized, and/or marketed from or attributable to the Operating Tract, less the reasonable cost of transportation actually incurred outside the field to a point of delivery and, in the case of gas, less the cost of compression in or adjacent to the field for insertion into a sales line and the cost of storage of gas delivered for storage to a storage facility.
 - b. PAYOUT - The term "payout" shall mean a cumulative total of 954,000 gross BOE cumulative production from any well or wells which produce coal bed gas from any sand underlying the Operating Tract as described in Exhibit "A" utilizing any method of production in the field at the time of production and shall be comprised of the total number of barrels of liquid associated with the production of coal bed gas (including condensate) produced plus the volume of coal bed gas (including casinghead gas) produced converted to barrels of oil equivalent (BOE) utilizing a conversion factor of 5.8 MCF of gas per barrel of oil equivalents at 15.025 psia. This Payout volume represents the Staffs estimate of the production activity necessary for the Operator to recoup the cost of development which is based upon the operator provided estimates of investment costs and operating costs, combined with values for royalty and/pr bonus payments based on historical offset leasing activity. The State will forgo its greater

- share in revenues from production until such time as this production volume is produced.
- c. **RISK** - The State assumes a portion of the risk cost of development, and production activity by receiving a reduced share of revenues from production of coal bed gas ("before payout" or "BPO") in return for a greater share of revenues from production ("after payout" or "APO"). The State calculates results of a successful project yielding an overall effective rate of return to the State which is equal to the combination of the BPO and APO SPI. Terms of this agreement are based on the State's best estimate and the recognition that the State may ultimately receive either a lesser or greater effective return depending on the final project outcome.
 - d. Should the Operator secure the extraction of gasoline, distillate or other liquid hydrocarbons and petroleum products from coal bed gas produced from the subject well by passing said coal bed gas through plants operated by Operator or others at or near the field, then, and in such event, State shall be paid its SPI share of the value thereof. The State shall be paid its SPI share of the value of any residue coal bed gas remaining after the said processing, without deduction of any other cost.
 - e. State shall also receive its proportionate part of the value of the proceeds from the sale of any residue coal bed gas remaining after the said processing.
 - f. In all cases, the State Production Interest shall be calculated and paid after deduction of all State of Louisiana severance or production taxes.
 - g. The term "value" as used herein shall be defined as the best obtainable market price, including any economic benefit received by Operator which may be monetarily valued on production saved, sold, and/or utilized which shall be calculated under the prevailing circumstances at the time of the Operator's prudently entering, in good faith, into an arm's length transaction but in no event shall the "value" be less than the full proceeds received by the Operator from the sale of coal bed gas derived from or attributable to the Operating Tract.
 - h. Notwithstanding anything herein contained to the contrary, the State's right to take its SPI "In Kind", at its option, is hereby reserved and may be exercised at any time and from time to time, while this Agreement is in effect by written notice from the State to

the Operator stating same. However, should the State not exercise its option to take "in kind" at any time, Operator shall calculate and pay the State its SPI in accordance with the provisions of this agreement as herein set forth. Nothing contained herein shall be interpreted as limiting the right of the State to take its SPI "in kind" at a later time or times.

II. The first payment of the State Production Interest shall be made within one hundred twenty (120) days following commencement of production from, or allocation of production to the Operating Tract. Thereafter, the State Production Interest on oil, including condensate or other liquid mineral, produced and saved at the well by ordinary production methods shall be paid by the 25th of each month for production of the previous month; and the State Production Interest on coal bed gas, including liquids or other products extracted or processed from coal bed gas other than by ordinary production methods, or other liquid or gaseous mineral not specifically mentioned shall be paid on or before the 25th day of the second month following that in which produced or extracted or processed. Checks shall be sent to the Office of Mineral Resources timely as herein set forth. In the event any payment is not correctly or timely made, the remedies provided by L.S.A.:R.S. 31:137 through 142 relative to notice, damages, interest, attorney fees, and dissolution for mineral leases shall be applicable to this operating agreement, except that interest shall be payable thereon until paid without any requirement for prior written notice by State to Operator.

Should production have occurred on or allocable to the Operating Tract prior to the effective date of this Operating Agreement for which the State has not received payment due and owing, Operator hereby agrees to pay Non-operator its State Production Interest, whether or not Operator has received any payment from said prior production, from date of first production, payment to be made within one hundred and twenty (120) days of the effective date of this Operating Agreement.

III. In the event a compulsory unit is established in which the Operating Tract, either in whole or in part, participates, the SPI shall be calculated on the decimal participation of the Operating Tract within the said unit. Notwithstanding anything herein contained to the contrary, the State's right to take its SPI "In Kind", at its option, is hereby reserved and may be exercised at any time and from time to time, while this Agreement is in effect by written notice

from the State to the Operator stating same. However, should the State not exercise its option to take "in kind" at any time, Operator shall calculate and pay the State its SPI in accordance with the provisions of this agreement as herein set forth. Nothing contained herein shall be interpreted as limiting the right of the State to take its SPI "in kind" at a later time or times. The Operator shall file a monthly production and SR report with the Office of Mineral Resources with supporting documentation if requested.

Operator agrees to acknowledge and verify in any appropriate manner to any bankruptcy court or to any other authority, and hereby also acknowledges and verifies, that neither the State's "in-kind" portion, nor any amounts paid to the State as its Non-Operating Production Charge, are part of the debtor's estate, and that the estate has no claim or interest therein. Operator further acknowledges that all legal and equitable title to any "in-kind" portion or Non-Operating Production Charge is vested in the State and that Operator relinquishes all dominion, control and title to same. Operator and State agree that so long as this agreement remains in effect that this operating agreement is an executory contract and unexpired operating agreement within the meaning of Section 365 of the United States Bankruptcy Code.

Operator agrees that this operating agreement is subject to the provisions of La. R.S. 30:127(G), and that access to the public to public waterways through the state owned acreage covered by this Operating Tract shall be maintained and preserved for the public by the Operator.

The Operator further agrees that in addition to all other audit rights otherwise set forth in this agreement or required by law, the State Mineral Board shall have the same audit rights which the United States of America would have under 30 U.S.C. 1713(a) and under State of Louisiana Act 449 of 2005, Regular Session, and that both provisions may be applied retroactively.

3.

All costs and expenses incurred in connection with operations on or associated with the Operating Tract shall be advanced and borne solely by Operator, and State shall be held free and harmless from liability or responsibility for any and all costs and expenses so incurred under the terms of this Operating Agreement. All wells, pipelines, tank batteries,

and other facilities and equipment placed in or on the Operating Tract, or on lands pooled therewith, prior to and after the date hereof, and used in connection with operations hereunder, shall be owned and controlled by Operator and the State shall have no interest (ownership, controlling or otherwise) therein whatsoever.

Prior to the effective date as set forth in Paragraph 11 hereof, Operator shall furnish or cause to be furnished to Non-Operator a certificate of insurance, with Non-Operator as a named insured, evidencing public liability insurance issued by an insurance company qualified to do business in the State of Louisiana and acceptable to the State, which insurance coverage shall afford protection against third persons sustaining injury or damage as a result of negligent operation or construction, maintenance and/or use of any facilities or structures of any kind in connection with operations, and shall have no less than the following limits of liability, to-wit:

- (1.) For each accident causing bodily injury, One Million Dollars (\$1,000,000.00) for each accident and
- (2.) One Million Dollars (\$1,000,000.00) for property damage sustained in any accident.

The policy shall remain in full force and effect so long as any well or other facility or structure constructed, maintained and/or used in connection with operations is located and operated on the Operating Tract, or lands pooled therewith, and shall provide that the State shall be given at least thirty (30) days written notice prior to its cancellation. In the event notice of cancellation is given and another certificate of insurance evidencing the issuance of a policy meeting all terms and conditions hereof is not furnished prior to the end of the thirty (30) day period, this Operating Agreement shall automatically be forfeited and Operator shall immediately discontinue operations hereunder. Provided, however, that the reinstatement of the insurance coverage provided herein and the furnishing of a certificate of such insurance coverage to the State shall entitle Operator to immediate reinstatement of this Operating Agreement, provided however, that no more than ninety (90) days have elapsed without acceptable operations as defined in paragraph 5 on or attributable to the Operating Tract.

Operator agrees that it will indemnify and hold State free and harmless of and from any and all claims of whatsoever kind or nature, including, but not limited to damages to persons

or property, that may arise out of, or by reason of, the performance of all services and obligations under this Operating Agreement by Operator, or any of Operator' employees, agents, contractors, subcontractors, or other representatives, and that may be due to the negligence, commission or omission of any act by Operator, or any of its employees performing work hereunder, and of and from any and all costs and expenses relating to the defense of any such claims, including reasonable attorney' fees incident thereto.

4.

Operator shall keep accurate records of all accounts hereunder showing the value of the Hydrocarbons produced, saved, marketed and sold, or used in operations on the Operating Tract, or lands pooled therewith, which records shall be available at all reasonable times for examination and inspection by the State. The State and any of its duly authorized representatives shall have access at all times to the Operating Tract, or lands pooled therewith, and to the Subject Well and to all records and reports relating thereto.

To the extent that such information is received or acquired by Operator from or in connection with operations hereunder subsequent to the date hereof, Operator agrees, upon written request by the State, to furnish timely to the State the following information, to-wit:

- (a) Copy of any application for any amended reworking permits;
- (b) A daily recompletion report giving depth, with corresponding lithological information, unusual drilling difficulties or delays, if any, and any other pertinent information relative thereto;
- (c) Samples of cuttings and cores to be shipped to the address designated in the request, with information marked thereon as to the depth from which the same was taken;
- (d) A full and complete copy of the workover log within three (3) days after completion, re-completion or abandonment thereof;
- (e) A composite electrical log of any Well after each completion or re-completion, and, if same are made, any radioactivity log, temperature survey, deviation or directional survey, caliper log and any other pertinent data;
- (f) Complete reports of analysis of all cores, when and if any analysis is made;
- (g) Report of subsurface pressure observed in all producing and shut in wells;

- (h) A copy of tank tables for each stock tank;
- (i) A copy of each oil run ticket;
- (j) Daily gauge reports showing opening and closing gauges of oil stocks to be furnished not more often than once a week;
- (k) Monthly report on the production and the volume and value of sales from each producing well being operated on the area described above;
- (l) Report analysis of all oil distillate and gas produced when an analysis of same is made;
- (m) Copies of any and all reports made to any regulatory body or bodies; and
- (n) Copy of any report which is made to any regulatory body showing the gauge taken on each well producing during the preceding month, which gauge shall show oil or distillate production, water production, choke size, tubing pressure, casing pressure, gas-oil ratio, gravity of oil or distillate and date of such tests; however, if no such report is made, then a special report showing same shall be furnished.

Operator hereunder agrees and obligates itself, without the express written consent of the Non-Operator, not to acquire any seismic data covering all or a portion of the Operating Tract under any licensing or other type of agreement which will prohibit the State from obtaining said seismic data under the terms of this Agreement. Non-Operator may, at its sole discretion, withhold such consent, even though withholding same may be regarded by Operator or others as arbitrary and capricious. In the event Operator acquires seismic data which it is not contractually prohibited from providing to the State, Operator agrees, upon receipt of written request by State and upon entering into a confidentiality agreement with the State, to timely furnish to the State the following information related to the Operating Tract, to-wit:

- (1.) One hard copy (2 scale) of all 2-D seismic time sections, to be selected by the State, and one (1) copy of a digital cassette (8mm SEG Y format) of the final processed time or depth migrated 3-D seismic data set recorded full fold within the boundaries of the Operating Tract and all additional seismic information,

which will include, but may not be limited to, all geographical, positioning and base map data; or

- (2.) At the option of the State, access to the aforementioned seismic data, at Operator' office for the purpose of State' review of and/or possible selection of same data; or
- (3.) If the aforementioned data is not available for review at Operator' or State' office, at the option of the State, the State shall have access to Operator's seismic data files through Operator's third-party contractor. Operator further agrees, upon written request from the State, to timely furnish to the State all other pertinent information relating to any well or wells drilled on lands pooled with the Operating Tract, which information shall not include any interpretive data generated by Operator.

Compliance with this Paragraph 4 is a material consideration of the State in entering into this Operating Agreement, and a breach of the Operator's obligations hereunder shall be grounds for dissolution of this Operating Agreement.

5.

Subject expressly to the other provisions hereof (including particularly, but not limited to, Paragraph 11. hereof), this Operating Agreement, upon becoming operative and effective, shall continue in full force and effect for a period of one (1) year (hereinafter simply referred to as the "Primary Term"), and for so long thereafter as there is any actual downhole drilling or downhole reworking activity relating to operations or production in paying quantities (herein after referred to as "Acceptable Operations") without a lapse of more than ninety (90) days between cessation of Acceptable Operations, and the commencement of new Acceptable Operations. Operator shall within a reasonable period of time notify the State in writing of any discontinuance of such Acceptable Operations.

For purposes of this Operating Agreement, the term "actual downhole drilling activity" shall include actual spudding (commenced by spudding in) of a new well, or the good faith deepening, sidetracking, the plugging back or attempted recompletion in a separate interval of an existing well, or dewatering of a coal bed or seam (or portion thereof) and/or production of coal bed gas in less than paying quantities in a good faith attempt to obtain production in

paying quantities (all such operations being commenced by actual downhole operations); and "downhole reworking activity" shall include reconditioning, cleaning out, or otherwise attempting in good faith to establish, increase, or restore production in an existing well by downhole operations.

6.

It is understood and agreed that (a) this Operating Agreement shall not create the relationship of a partnership between the parties hereto and that no act done by any party pursuant to the provisions hereof shall operate to create such relationship nor shall the provisions of this Operating Agreement be construed as creating such relationship; (b) all undertakings of Operator under this Operating Agreement shall be those of an independent contractor; and (c) this Operating Agreement shall be so construed under all circumstances and conditions.

7.

It is expressly provided herein that neither this Agreement, nor anything herein contained, nor any of the data, maps, or exhibits considered in connection herewith, whether attached hereto or not, nor any course of conduct followed by any party hereto pursuant to this Agreement, shall ever be considered to be or permitted to serve as a basis of estoppel against any party hereto in question of title where title to the Operating Tract is in dispute, anything herein contained to the contrary notwithstanding.

8.

If at any time this Operating Agreement is being validly maintained under any of its provisions and Operator is in the process of either: A) commencing operating agreement operations which are herein defined as spudding a well [turning-to-the-right], downhole drilling, or downhole reworking operations, or B) diligently, timely and in good faith performing requisite tasks to commence operating agreement operations including, but not necessarily limited to, towing the required type of rig to a drill site, obtaining permitting from all necessary parties, or satisfying conditions and obligations under any validly enacted law, statute or regulation of an agency of the Federal Government, the State of Louisiana or any of its political subdivisions having proper jurisdiction, or C) producing in commercial quantities, and Operator is prevented from continuing A, B, or C by the occurrence of a Force Majeure

event, as herein below defined, and Operator cannot maintain this Operating Agreement beyond the anniversary date under any other operative provisions of this Operating Agreement — such as payment of shut-in/in-lieu royalty — then, and only then, shall the anniversary date be postponed on a day-for-day basis for so long as the effects of the Force Majeure prevail, providing that Operator: i) has given the Office of Mineral Resources reasonable, timely written notice of the Force Majeure event occurrence [notice given beyond three months shall be deemed unreasonable barring consequential extenuating circumstances] which shall contain the date and type of the occurrence of the Force Majeure event, its effects in preventing continuation of A, B, or C above, the steps being taken to mitigate and eliminate those effects and an estimated time for resuming of A, B, or C above, and ii) is diligently, reasonably and in good faith attempting to mitigate and eliminate the effects of the fortuitous event and resume A, B, or C above, and iii) has exhausted Operating Agreement provisions other than Force Majeure which may serve to maintain the Operating Agreement in full force and effect. The interpretation and operation of any term of this Force Majeure clause is at the sole, reasonable discretion of the Mineral Board and/or its duly authorized staff. The operation of Force Majeure alone shall not maintain this Operating Agreement in full force and effect for more than one year from date of the fortuitous event unless extended by, and at the sole discretion of, the State Mineral Board.

Force Majeure, as herein utilized shall be defined as a fortuitous event such as: 1) a major storm, major flood, or other, similar natural disaster, or 2) a major accident such as a blowout, fire, or explosion beyond Operator's control and not ultimately found to be the fault of Operator [that is, due to Operator's negligent or intentional commission or omission, or failure to take reasonable and timely, foreseeable preventative measures which would have mitigated or negated the effects of the fortuitous event], or 3) the lack of availability of any required equipment — such as the specific type of rig necessary to accomplish the task or specific types of casing or drill stem pipe — after Operator has diligently, timely and in good faith attempted to secure same, or 4) the unreasonable delay by the Federal Government or any of its agencies, or the State of Louisiana or any of its agencies or political subdivisions (including, but not limited to, various departments, boards, commissions, parish governments and municipalities, each having proper authority and jurisdiction) in granting necessary

permits, or 5) a valid order of any Federal or State court of competent jurisdiction, or 6) the act of a third party not under the control or at the instigation of Operator in shutting down and unreasonably refusing to reopen any facility through which hydrocarbons from the Operating Agreement are necessarily passed as part of production [and providing there is no other reasonably economical method of carrying on production].

9.

Notices, reports, statements, and any and all written documents herein required to be given or furnished by any of the parties hereto shall be in writing and mailed or delivered to the following addresses of the parties hereto, to-wit:

If to the State:

Department of Natural Resources
Attn.: State Mineral Board
Post Office Box 2827
Baton Rouge, Louisiana 70821-2827

If to the Operator:

Southwestern Energy Production Company
Attn.: Jim R. Dewbre
2350 N. Sam Houston Pkwy E, Suite 300
Houston, TX 77032

10.

This Operating Agreement shall extend to and be binding upon the successors, assigns, and successive assigns of the parties hereto; however, it is understood and agreed that no future assignments of the rights granted hereunder shall be effective unless and until such assignment or assignments are first approved by the State Mineral Board and same shall be subject to any conditions imposed by the State Mineral Board in giving its approval.

11.

This Operating Agreement is made effective as of date of approval by the State Mineral Board.

12.

Operator agrees that it shall execute and record, within ninety (90) days after the expiration or termination of this Operating Agreement covering all or any portion of the Operating Tract an appropriate and legally sufficient release evidencing such expiration or termination, and shall also supply State with a copy or copies thereof properly certified by the recorder of each Parish in which the Operating Tract is located. In the event the Operator

fails to comply therewith, it shall be liable for reasonable attorney's= fees and court costs incurred in bringing suit for such cancellation and for all damages resulting therefrom. It is agreed, however, that liquidated damages to be paid by Operator to State shall be One Hundred Dollars (\$100.00) per day for each day of non-compliance after expiration of said ninety (90) day period, regardless of whether suit is filed for cancellation, and for such additional compensatory damages as State may prove.

13.

Any well(s) located on this Operating Tract which are no longer necessary for operations on or production from or allocated to the Operating Tract, over which Operator maintains the appropriate rights, shall be properly plugged and abandoned at the sole cost, risk and expense of Operator in compliance with any and all laws, rules and regulations of any kind promulgated by the Federal Government or the State of Louisiana (in particularly the Office of Conservation). Non-use of said well(s) for a period in excess of ninety (90) days shall be deemed prima facie evidence that said well is no longer necessary for operations on or production from or allocated to the Operating Tract and same shall be so plugged and abandoned in accordance herewith. Properly plugging and abandoning shall necessarily include, but is not limited to, the removal of any and all surface facilities and constructions of any kind erected by Operator, or for which Operator has assumed the obligation and/or liability for removal thereof, or which were erected or constructed with the knowledge and permission of operator (whether express or tacit) and located on the Operating Tract. Upon written request by the State, Operator shall furnish a bond, or other security as may be acceptable to Non-Operator with Non-Operator as payee, in the full amount necessary to cover Operator's obligations for plugging and abandoning wells as herein above set forth. Further, Operator shall be obligated at its sole cost, risk and expense to restore the Operating Tract to as near substantively equal condition as it was when Operator began operations under this Operating Agreement. Anything set forth herein to the contrary notwithstanding regarding termination of this Operating Agreement, should termination of this OA otherwise occur under it's terms, the obligation of Operator to properly plug and abandon any well(s) and to restore the condition of the Operating Tract shall remain in full force and effect until said obligations are fulfilled by, or on behalf of, Operator, even though all other rights, duties

and obligations of Operator have terminated under the terms of this Operating Agreement. Should Operator not fulfill its obligations to plug and abandon well(s) and restore the Operating Tract within one hundred eighty (180) days of termination of this agreement, the bond, or other acceptable security in-lieu thereof, shall be forfeited to the State, Operator agreeing herewith, without the necessity of further notice, putting in default or actions of any kind on the part of Non-Operator.

14.

Operator agrees that in exercising the rights granted herein, it will comply with and be subject to all applicable environmental and other laws and regulations validly adopted or issued by the State of Louisiana, or its agencies, or by the United States, or its agencies. Operator further agrees that it will comply with all minimum water quality standards validly adopted by said governmental authorities with respect to oil pollution and noxious chemicals and waste being introduced into affected water areas. Further, in conducting all activities under this Operating Agreement requiring dredging, filling, or local navigation in order to explore, develop or exploit shallow-water areas, Operator shall comply with the applicable requirements of the appropriate Louisiana state agency(ies) charged with the environmental management of said area. Finally, it is understood and agreed that on depletion of production or completion of any activities under this Operating Agreement, the Operator shall remove all structures which would impede commercial fishing and trawling, including, without limitation, all submerged materials, equipment or debris placed on the Operating Tract by or for the account of Operator; and affected waterbottoms shall, to the extent reasonably possible of accomplishment, be returned or restored to a condition as nearly equivalent to that which existed before said activities were conducted and/or structures were constructed. Operator further agrees that in exercising the rights granted it hereunder and in discharging the obligations undertaken in the Operating Agreement, involving issuance of advance certification, permits, or approvals, it will allow sufficient lead time in the planning of its activities to permit the affected regulatory agencies to make appropriate review of the proposed activities.

15.

This Operating Agreement is granted and accepted without any warranty of title and without any recourse against State whatsoever, either express or implied. It is expressly agreed that State shall not be required to return any payments received hereunder or be otherwise responsible to Operator therefor.

16.

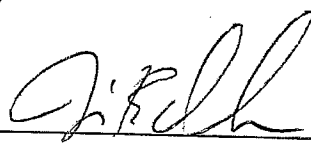
The "Operating Tract" is defined herein with reference to the unit boundaries of RVRTN CSNG1, created by Office of Conservation Order No. 1494, effective December 1, 2005, and Exhibit B hereto is a plat reflecting said unit boundaries. Upon approval of a unit survey plat by the Louisiana Office Conservation for RVRTN CSNG1, such unit survey plat shall, *ipso facto*, without any further act of the parties, be substituted for and replace Exhibit B.

THUS DONE AND SIGNED on the date or dates herein below written, in the presence of the undersigned competent witnesses.

WITNESSES:

SOUTHWESTERN ENERGY PRODUCTION COMPANY

Mynette M. Lion
Print Name: MYNETTE M. LION

By: 

Patricia G. Roche
Print Name: PATRICIA G. ROCHE

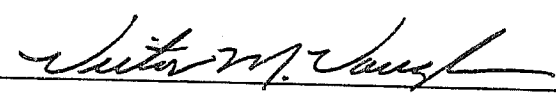
Name: Jim R. Dewbrae
Title: SRV.P. - Land
Date: 8-29-07

STATE OF Louisiana
PARISH/COUNTY OF East Baton Rouge

WITNESSES:

STATE OF LOUISIANA

Cristina O. Vince
Print Name: CRISTINA O. VINCE

By: 

Craig D. Hyland
Print Name: CRAIG D. HYLAND

Name: VICTOR M. VAUGHN
Title: Secretary Designee
Date: 9-12-07

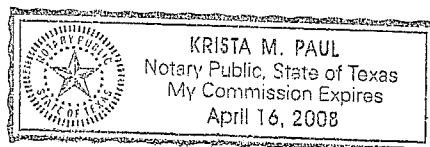
STATE OF TEXAS
COUNTY OF HARRIS

PARTY ACKNOWLEDGMENT

BEFORE ME, the undersigned, on this 29th day of August, 2007 personally came and appeared Jim R. Dewbre, who, in the presence of me declared and acknowledged that he/she is the identical person who executed and attested the foregoing instrument in writing; that his/her signature thereto is a true and genuine signature; and that he/she executed and attested said instrument in his/her capacity as Sr. V.P. of Land of his/her own free will and accord as the free act and deed for and on behalf of Southwestern Energy Production Company its predecessors-in-interest, successors-in-interest and affiliated companies, and for the purposes and considerations therein set forth and expressed.

SWORN TO AND SUBSCRIBED before me on this the 29th day of August, 2007.


Krista M. Paul
Notary Public in and for the above Parish/County and State
Printed Name: Krista M. Paul
Notary No.: 12489549-9
My Commission expires: April 16, 2008



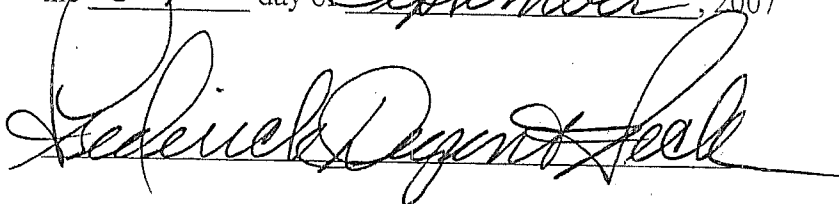
STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

Before Me, the undersigned authority, personally came and appeared Cristina O. Vince, who by me first duly sworn, deposed and said, That she is one of the witnesses to the execution of the foregoing instrument and that she saw Victor M. Vaughn sign said instrument as Secretary Designee of the **STATE MINERAL BOARD**, in the presence of appearer and Craig D. Hyland, the other subscribing witness.


Cristina O. Vince

SWORN TO AND SUBSCRIBED before me on this
the 27th day of September, 2007



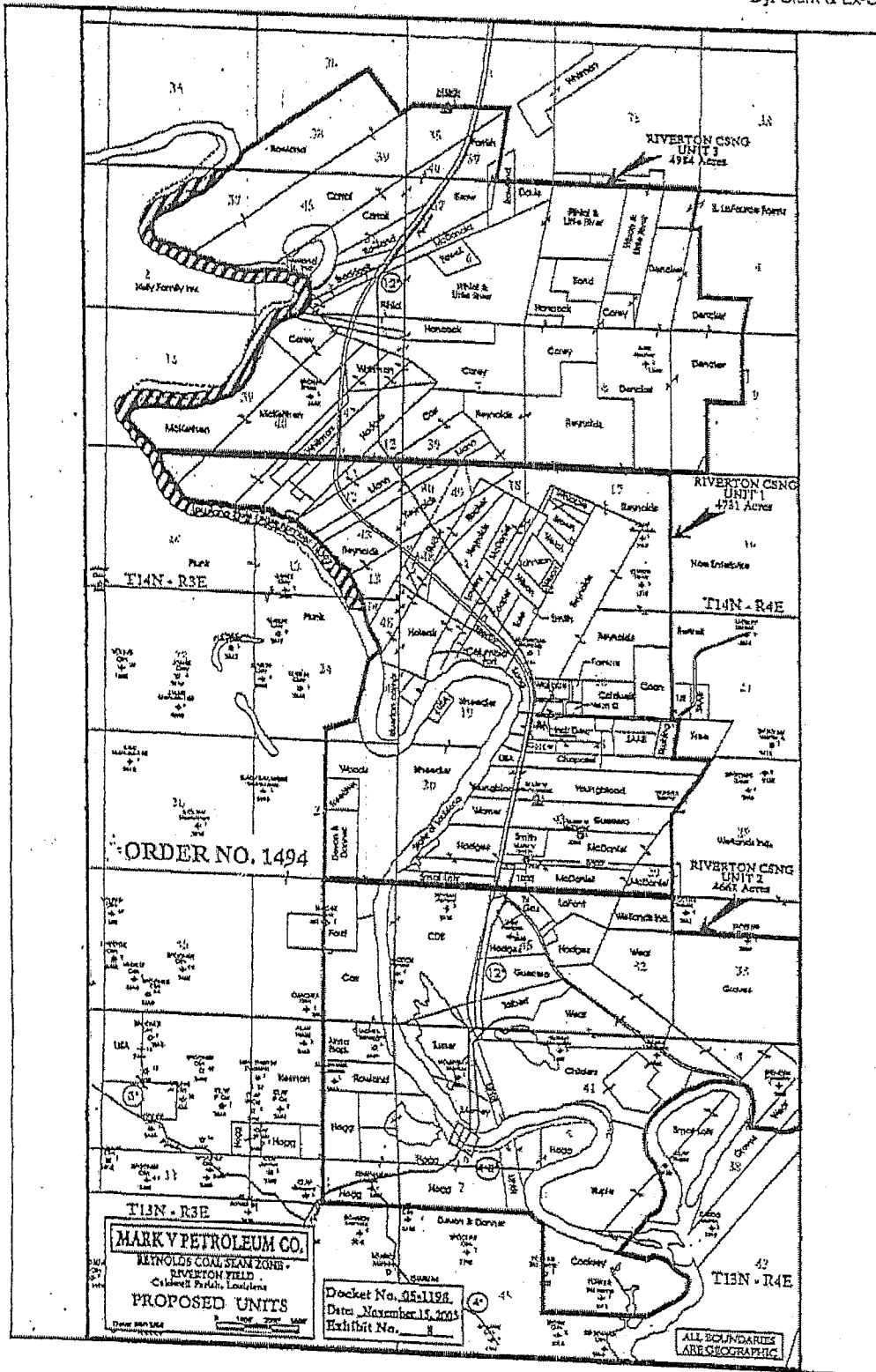
Frederick Dupont Heck (La. Bar No. 10941)
Attorney-Notary (La. R.S. 35:191P)
State of Louisiana
My Commission is Issued for Life

EXHIBIT "A"
OA Number: _____
RIVERTON FIELD
CALDWELL PARISH

All of the lands, the title of which vests in the State of Louisiana, including, but not limited to, all of the lands now or formerly constituting the beds and bottoms of all water bodies of every nature and description, together with all islands arising therein and other lands formed by accretion or by reliction, where allowed by law, excepting tax adjudicated lands, and not presently under mineral lease on September 12, 2007, situated in Caldwell Parish, Louisiana, and more particularly described as follows: Such lands which are included within the boundaries of the unit designated as RVRTN CSNG1, created by Office of Conservation Order No. 1494, effective December 1, 2005, INsofar AND ONLY INsofar as to those specific subsurface intervals defined by said Order No. 1494 as the Reynolds Coal Seam Zone, being that coal seam natural bearing zone encountered between the depths of 1,850' and 3,200' feet (electric log measurements, less and except all non-coal intervals encountered within such zone) in the Mark V Petroleum Company - VUC; Smith No. 1 Well (SN: 229459) located in Section 43, Township 14 North, Range 4 East, in the Riverton Field, Caldwell Parish, Louisiana; such tract containing 236 acres more or less.

Exhibit "B"
OA Number: _____
Riverton Field
Caldwell Parish

State of Louisiana,
Parish of Caldwell
I hereby certify that the above 4 pages
contains a true copy of the original instrument as
same appears in this office under register number
0636 on date 1-23-06
Time 11:26 AM recorded in 0634
record Book 82 page 632
Given under my hand and seal this 23rd
day of January 2006
Miranda Murphy
Dy. Clerk & Ex-Officio Recorder



0636

Overhead
RIGHT-OF-WAY INSTRUMENT
ENTERGY LOUISIANA, LLC.

KNOW ALL MEN BY THESE PRESENTS THAT: Columbia Port Comm. Grantor(s), whose permanent address is 212 Jackson St. Columbia, LA 71418, acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of ONE DOLLAR (S), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Louisiana, LLC., and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the Parish of CALDWELL, State of Louisiana described as follows, to-wit:

A certain tract of land in the _____ of the _____ of

Section *** 41 Township 14N Range 04E

The right of way herein granted is 60 feet in width, 30 feet each way from the centerline as constructed.

The approximate location of said centerline and of the right of way herein granted is as shown on attached sketch hereto and made a part hereof.

together with the right of ingress and egress to and from the said right-of-way across the adjoining land of the Grantor and the right to attach wires and cables of any other party to Grantee's facilities.

Grantee shall have the full and continuing right to clear and keep clear trees, limbs, and/or other vegetation which the Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 4 day of December, 2006.

WITNESSES:

(Sign) Emma Jean Richardson

(Print Name) Emma Jean Richardson

(Sign) Vonez Young

(Print Name) Vonez Young

GRANTOR:

Columbia Port Commission
(Sign) Robert Bruce Frazier

(Print Full Name) Columbia Port Commission
Robert Bruce Frazier

(Sign) _____

(Print Full Name) _____

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF Caldwell

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

Robert Bruce Frazier
Appearer

Sworn to and subscribed before me this 4 day of December, 2006.

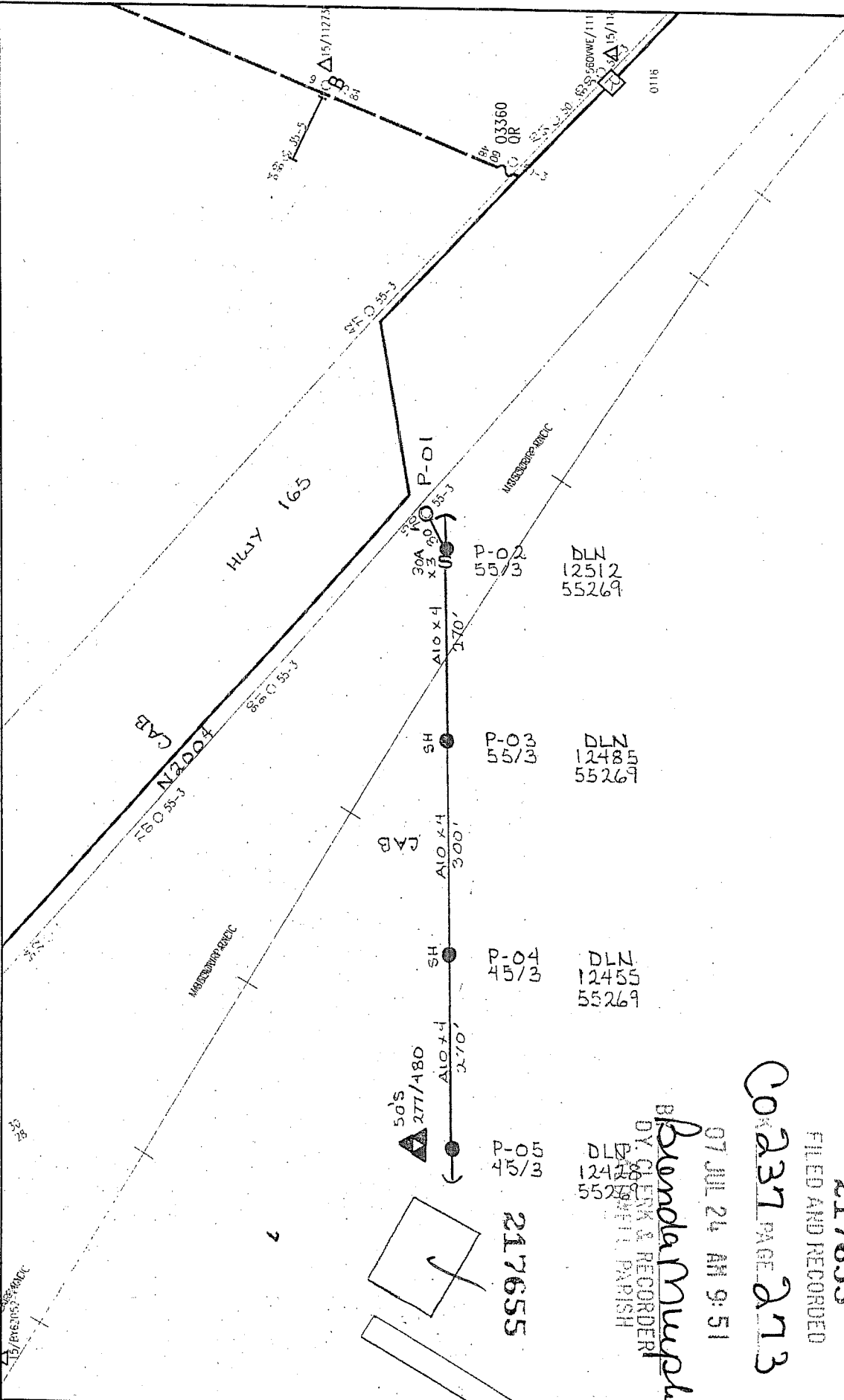
Bonnie F. McGrew
Notary Public

Print Name: Bonnie F. McGrew

Bar Roll # or Notary I.D. 30507

Grantee's Permanent Mailing Address
2901 Cypress Street, West Monroe, LA 71291

Entergy		WR Name: RIVERTON - SERVICE TO TERRAL RIVER SERVICES AT		WR#: 450355
131 RIVERTON CAMP RD.		Date: 05/16/07		CEA#: 249020
Local Office: 2037	County/Parish: CALDWELL	Right-of-Way	Construction Type	Customer Service Entrance Point
Tax Dist: 2CA	Section: Range:	Yes <input type="radio"/> No <input type="radio"/>	OH <input type="radio"/> UG <input type="radio"/> Urban <input type="radio"/> Rural <input type="radio"/>	Load PT:
WR Type: REVENUE	Pull off Loc. No.: 1251555270	\$ <input type="radio"/>	Map:	Source PT:
Acct#: 62792510	SO#:			Circuit No: N2004
Phone#:	Night Watcher SO#:			Phase: CAB
Contact Person:	Last Call Ref#:			Designer: KDR
				Scale 1":200'



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STATE OF LOUISIANA
PARISH OF CALDWELL

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into by and between:

COLUMBIA PORT COMMISSION, a political subdivision of the State of Louisiana, organized by the Louisiana Legislature by Act 1962, Number 239 (34:1901), domiciled in the Parish of Caldwell, State of Louisiana, represented herein by its duly authorized agent, Robert Frazier, as per resolution attached hereto ("LESSOR").

and:

TERRAL RIVERSERVICE, INC, a Louisiana corporation with its principal place of business at 10100 Hwy. 65 South, Lake Providence, East Carroll Parish, Louisiana, 71254, represented herein by its duly authorized agent, Thomas M. Gattle, Jr., President, as per resolution attached hereto ("LESSEE").

LESSOR hereby leases to LESSEE, and LESSEE hereby takes from LESSOR the following described premises situated within the Parish of Caldwell, State of Louisiana, to wit:

Warehouse, to be constructed by LESSOR and located on its property adjacent to Riverton Lake Campground Road, Columbia, Caldwell Parish, Louisiana, located near the Ouachita River ingress, and intended to be used by LESSEE as a cotton seed warehouse, and shown on plat attached hereto.

together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to the said premises TO HAVE AND TO HOLD the same for a period to begin on completion of the warehouse and the granting of occupancy to LESSEE and to terminate ten (10) years from the date of occupancy by LESSEE, upon the following terms, conditions and covenants.

1. **RENT/CONSIDERATION:** LESSEE shall pay to LESSOR, without declination, prior notice or demand, rent, in addition to the other obligations provided, in advance, as follows:

- A. Annual rent in the amount of Thirty Two Thousand Dollars (\$32,000.00) per year to be paid in quarterly installments of Eight Thousand and no/100 (\$8,000.00) Dollars on January 1, April 1, July 1 and October 1 of each year.
- B. A minimum annual guarantee of Seven Thousand Five Hundred Dollars (\$7,500.00) per year for cottonseed tonnage shipped over the new rail spur to be built to the warehouse, payable only if and when the rail spur is

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BY *Brenda Murphy*
DEPUTY CLERK & RECORDER
CALDWELL PARISH

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constructed. This amount covers the first 30,000 tons loaded across the rail spur per year. This payment shall be payable in quarterly installments of \$1875 payable on January 1, April 1, July 1, and October 1 of each year, beginning only after and if the rail spur is constructed. After reaching 30,000 tons, LESSEE will pay \$0.25 per ton for each ton exceeding 30,000 tons for that year. LESSEE shall submit a Report of tonnage loaded and shipped and the rental for the extra tonnage, if any, by February 1 after each year of the lease.

2. USE OF PREMISES: The demised premises shall be used and occupied for the purpose of the storing and loading of cottonseed and for such other lawful purposes as LESSEE may choose.

3. COMPLIANCE WITH LAW & LESSOR: LESSEE shall comply with all of LESSOR's and governmental laws, ordinances, regulations, and guidelines applicable to the operation and protection of the premises, at LESSEE's sole expense.

4. MAINTENANCE BY LESSEE:

A. LESSEE shall at its expense and risk maintain the premises in good repair and condition, including but not limited to mowing, debris removal, and drainage (on such premises). LESSEE shall, at its sole expense, be responsible for all maintenance and repairs on said leased premises. LESSOR shall maintain drainage on the road providing ingress and egress to the leased premises.

B. LESSEE shall throughout the Lease term take good care of the premises and keep it free from waste or nuisance, shall deliver up the premises clean at the termination of this Lease and in good repair and condition (reason-able wear and tear and damage by fire, tornado or other casualty excepted).

C. In the event LESSEE should neglect reasonably to maintain the demised premises after written notice giving a 30 day opportunity to commence such maintenance, LESSOR shall have the right (but not the option) to cause repairs or corrections to be made and any reasonable costs therefor shall be payable by LESSEE to LESSOR as additional rental on the next rental installment date.

5. ALTERATIONS, ADDITIONS AND IMPROVEMENTS: LESSEE shall not make any structural alterations, additions or improvements to the demised premises without prior written consent of LESSOR, which shall not be unreasonably withheld. LESSEE shall have the right at all times to erect or install temporary and movable machinery and equipment, provided that LESSEE complies with all applicable governmental laws, ordinances and regulations. LESSEE shall have the right to remove at the termination of the Lease such items so installed, however, LESSEE shall repair any damage caused by such removal within 30 days of lease termination.

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All alterations, additions or improvements made by LESSEE that are permanently attached to the real estate shall become the property of the LESSOR at the termination of this Lease. However, LESSEE shall promptly remove, if LESSOR so elects, all alterations, additions and improvements and any other property placed in the premises by LESSEE and LESSEE shall repair any damage caused by such removal within 30 days of lease termination.

6. INSURANCE: LESSEE shall hereinafter maintain in full force and effect, at its sole expense, fire, windstorm, and extended coverage insurance with limits in the amount not less than \$500,000.00 dollars as will protect LESSOR's interest in the leased premises.

LESSEE shall carry comprehensive general liability insurance with limits in the amount not less than \$1,000,000.00 dollars for all injuries or death arising from any one occurrence which policy shall include LESSOR as an additional insured as its interest may appear. LESSEE agrees and shall carry insurance covering LESSEE's liability as an employer under the workmen's compensation laws of the State of Louisiana, together with any and all insurance coverage necessary to fully protect LESSEE and LESSOR from claims arising from the conduct of LESSEE's operation upon the leased premises. LESSOR may require LESSEE to furnish certificates evidencing such insurance coverages in LESSOR's sole and exclusive discretion.

The policy or policies providing such insurance shall name LESSOR as additional insured and a certificate of insurance, evidencing such insurance, shall be delivered to the said Lessor promptly upon execution of this Lease.

All of the foregoing insurance shall be carried with responsible insurance companies authorized to transact business in the State of Louisiana. LESSEE shall not permit any operation to be conducted in the demised premises that would cause suspension or cancellation of any insurance policy carried by LESSEE.

7. LESSOR'S RIGHT OF ENTRY: LESSOR and its authorized agents shall have the right to enter the demised premises at any time, provided however, that such right shall not be exercised in a manner that would unreasonably restrict LESSEE'S use of the premises. LESSOR shall give 24 hours advance notice of such entry.

8. ASSIGNMENT: LESSEE shall not have the right to sublet the premises or to assign this lease without the written consent of LESSOR which shall not be reasonably withheld.

9. PERMIT: If it should become necessary to obtain any permits for the premises or LESSEE'S use, operation, and occupancy of the premises, LESSEE, at its own costs, shall take whatever steps necessary to insure that said permits are secured.

10. HOLD HARMLESS: Each party shall not be liable to the other or their employees, agents or invitees or to any other persons whomsoever, for any injury to person or damage to property on the demised premises caused by negligence or misconduct of themselves, their, its employees or agents. Each agrees to indemnify the other and hold it harmless from any loss, expense or claims arising out of any damage or injury, unless such damage or injury results from the act, omission or neglect of the other, its employees or agents.

11. **DEFAULT BY LESSEE:** Should LESSEE at any time violate any of the terms or conditions of this lease, or fail to comply with any of LESSEE'S obligations hereunder, or fail to pay the rent or maintain the premises as required, or upon the filing of a bankruptcy, receivership or respite petition by or against LESSEE, or upon LESSEE'S suspension, failure or insolvency, and LESSOR has given LESSEE written notice by certified mail, return receipt requested of default and LESSEE has not cured such default or commenced good faith efforts to do so within 60 days of such notice, the rent for the whole unexpired term of this lease shall become due and exigible, and in any such event, LESSOR shall have the option either at once to demand the entire rent for the balance of the current year or to immediately cancel this lease; LESSEE to remain responsible for all damages or losses suffered by LESSOR. Failure to strictly and promptly enforce these conditions shall not operate as a waiver of LESSOR's rights, LESSOR expressly reserves the right to always enforce prompt payment of rent, or to cancel this lease, regardless of any indulgence or extensions previously granted. Failure to comply with any condition or obligation of this lease will make LESSEE liable for any loss or damage sustained by LESSOR.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, conditions and covenants herein contained.

12. **ATTORNEY'S FEES:** In the event that either hereto shall bring legal action against the other; the prevailing party shall be entitled to reimbursement from the other for all expenses thus incurred, including reasonable attorney's fees.

13. **WAIVER OF DEFAULT:** No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be waiver of any subsequent default or breach of the same or an covenant contained herein.

14. **FORCE MAJEURE:** LESSOR or LESSEE shall not be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by force majeure.

15. **SUCCESSORS:** The terms, conditions and covenants contained in this Lease, shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, power, privi-leges, immunities and duties of LESSOR under this Lease, includ-ing but not limited to any notices required or permitted to be delivered by LESSOR to LESSEE hereunder, may, at LESSOR'S option, be exercised or performed by LESSOR'S agent or attor-ney.

16. **NOTICE:** Any notice or document required or permit-ted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested,

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addressed to the parties hereto at the respective addresses set out opposite their names below or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith.

LESSOR:

Columbia Port Commission,
c/o President
P.O. Box 367
Columbia, La. 71418

WITNESSES:

Carl D. ...

Emma Jean Richardson

WITNESSES:

A. C. ...
Amy Caples

LESSEE:

Terral RiverService, Inc.
c/o Thomas M. Gattle, Jr.
10100 Hwy. 65 South
Lake Providence, LA 71254

LESSOR: Columbia Port Commission

BY:

Robert B. Frazier
Robert Frazier, President

DATE:

9/2/06

LESSEE: Terral RiverService, Inc.

BY:

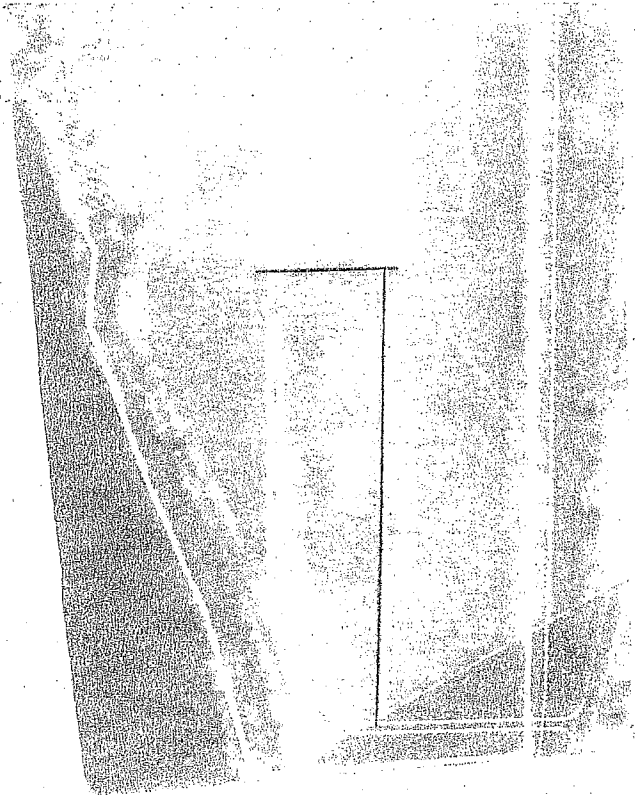
Thomas M. Gattle, Jr.
Thomas M. Gattle, Jr., President

DATE:

8/1/06

COLUMBIA PORT COMMISSION

Cottonseed Warehouse



Description of Leased Property- Warehouse plus all land, between the proposed railroad spur and the proposed access road. Property to run 600 ft. up railroad spur to a point 50 ft. north of the turnaround area on the north end of the warehouse. This area is approximately seven (7) acres more or less.

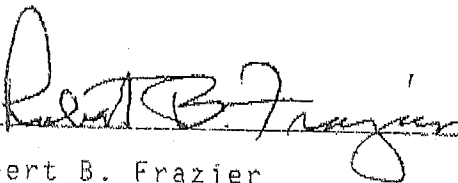
Bruce Frazier
Bruce Frazier
President
Columbia Port Commission
July 27, 2006

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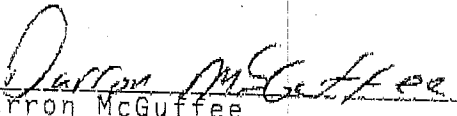
COLUMBIA PORT COMMISSION
P.O. Box 367
Columbia, LA 71418

RESOLUTION

The Columbia Port Commission at it's regular monthly meeting on August 14, 2006, a resolution was passed authorizing Robert B. Frazier, President of the Columbia Port Commission to sign the lease agreement with Terral RiverService on the cottonseed warehouse for a period of 10 years.



Robert B. Frazier
Present



Darron McGuffee
Secretart

Date 9-12-2006

CERTIFIED COPY OF RESOLUTION OF THE BOARD OF DIRECTORS
OF
TERRAL RIVERSERVICE, INC.

Upon motion duly made seconded and unanimously adopted, it was:

RESOLVED, that Thomas M. Gattle, Jr., President of this corporation, for, on behalf of and in the name of this corporation enter into an agreement with Columbia Port Commission whereby Columbia Port Commission agrees to build a rail spur to a warehouse being leased for this Corporation from Columbia Port Commission and providing for a reduction in rental if the rail spur is not constructed within five (5) years.

The said Thomas M. Gattle, Jr. is further authorized to sign the Agreement to Provide Rail Spur and such other agreements, and to take such action in connection therewith that he deems appropriate.

BE IT FURTHER RESOLVED that the officers of this corporation take such action as is necessary to effect and record this debt forgiveness.

CERTIFICATE

The undersigned Secretary hereby certifies that the above and foregoing is a true, correct and exact copy of a resolution adopted by the Board of Directors of Terral RiverService, Inc., at a special meeting held on August 1, 2006, after due notice, and at which a quorum was present and voting, and that said resolution has not been altered, amended or rescinded since its adoption.

Lake Providence, Louisiana, this 1st day of August, 2006.


Daniel L. Terral, Secretary

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232/189

Not own landowners but crosses through property

RIGHT OF WAY SERVITUDE

FOR AND IN CONSIDERATION OF One Hundred and Other Considerations DOLLARS,
(\$ 100.00 & OVC), the receipt of which is hereby acknowledged,

C. R. Mc Daniel, Jr. and Michele Taylor McDaniel

hereinafter referred to as Grantors (whether one or more), do hereby grant and convey to Mark V Petroleum Company, P. O. Box 9106, Monroe, LA 71211-9106, its successors and assigns, hereinafter referred to as Grantee, a servitude or right of way, to lay, construct, maintain, operate, repair, change the size of and remove a pipe line for the transportation of natural gas, liquids, solids, or mixtures of any or all three of, and such appurtenant equipment as may be necessary or required in connection therewith, over and through the lands of Grantor in Caldwell Parish, Louisiana, described as follows:

That part of the SW/4 of SW/4 of Section 28 which lies West of the centerline of a North-South drainage ditch, and Lots 1 and 2 of Section 29, all in T14N, R4E, and a 102.1 acre tract situated in Sections 43 and 45, and a 121.9 acre tract situated in Section 43 and 45, LESS AND EXCEPT 1.0 acre, all in T14N, R4E, containing in the aggregate 293.33 acres, being the same land acquired by Lessors herein from the First Republic Bank by deed dated February 3, 1999 and recorded in COB 202, page 509, Registry No. 190606, reference herein made for a more complete description.

the approximate location of the line to be constructed by the Grantee hereunder is as shown on the Plat attached hereto and made a part hereof, together with the right of unimpaired access to said pipeline and the right of ingress and egress on, over, and through Grantors' above described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush. Grantors covenant and agree that they will not impound water or construct buildings, structures, engineering works or other obstruction of any type whatsoever on the above described right of way strip unless authorized in writing by Grantee. The Grantors agree to leave such pipeline undisturbed as to location and depth. These shall be covenants running with the land and shall be binding on Grantors, their heirs, personal representatives, successors, and assigns.

Said pipe line right of way to be 10 feet in width during construction, after which said width will revert to a 5 foot permanent right of way, with ingress and egress to and from same. The said Grantors to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Mark V who hereby agree to pay any damages which may arise to crops, timber or fences from the maintaining, operating, repair or removal of said pipe line; however, it is agreed that the consideration herein paid is for all damages that may be incurred in construction of the said pipeline across said land and right of way.

Any pipeline constructed by Grantee across any portion of the above described land which is under cultivation shall, at the time of the construction thereof, be buried not less than thirty-six (36) inches below the surface of the ground measured from the top of the pipe to normal ground level; except that Grantee, at its option, may construct its pipeline above the channel of any natural or man-made stream, ravine, ditch or other watercourse.

The rights herein granted are divisible and assignable in whole or in part.

The terms, covenants, and provisions of this Right of Way Servitude shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD said rights and right of way, servitude, estates, and privileges unto the said Grantee, his heirs, successors and assigns, so long as said right of way and servitude are used for the purposes granted herein.

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BY CLERK OF THE COURT
CALDWELL PARISH

Bonnie M. Murphy

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals
this 6th day of April, ~~XX~~ 2006.

WITNESSES:

Frank Spooner
Frank Spooner
Frank Spooner
Marcella Nicks

C. R. McDaniel, Jr.
C. R. McDaniel, Jr.
Michele Taylor McDaniel
Michele Taylor McDaniel

DIRECT ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF _____

On this _____ day of _____, 19____, before me, Notary, personally appeared _____
to me known to be the person described in and who executed the foregoing instrument,
and acknowledged that he executed the same as _____ free act and deed.

Notary Public
Parish of _____, State of Louisiana

PROOF BY ATTESTING WITNESS

STATE OF LOUISIANA
PARISH OF OUACHITA

Before me, the undersigned authority, this day personally appeared _____
Frank Spooner, to me personally known to be the identical
person whose name is subscribed to the foregoing instrument as an attesting witness,
who being first duly sworn, on his oath, says: That he subscribed his name to the fore-
going instrument as a witness, and that he knows C. R. McDaniel, Jr. and
Michele Taylor McDaniel

the Grantor named in said instrument, to be the identical person described therein,
and who executed the same, and saw _____ them

signed the same as their voluntary act and deed and that he, the said he
subscribed his name to the same at the same time as an
attesting witness.

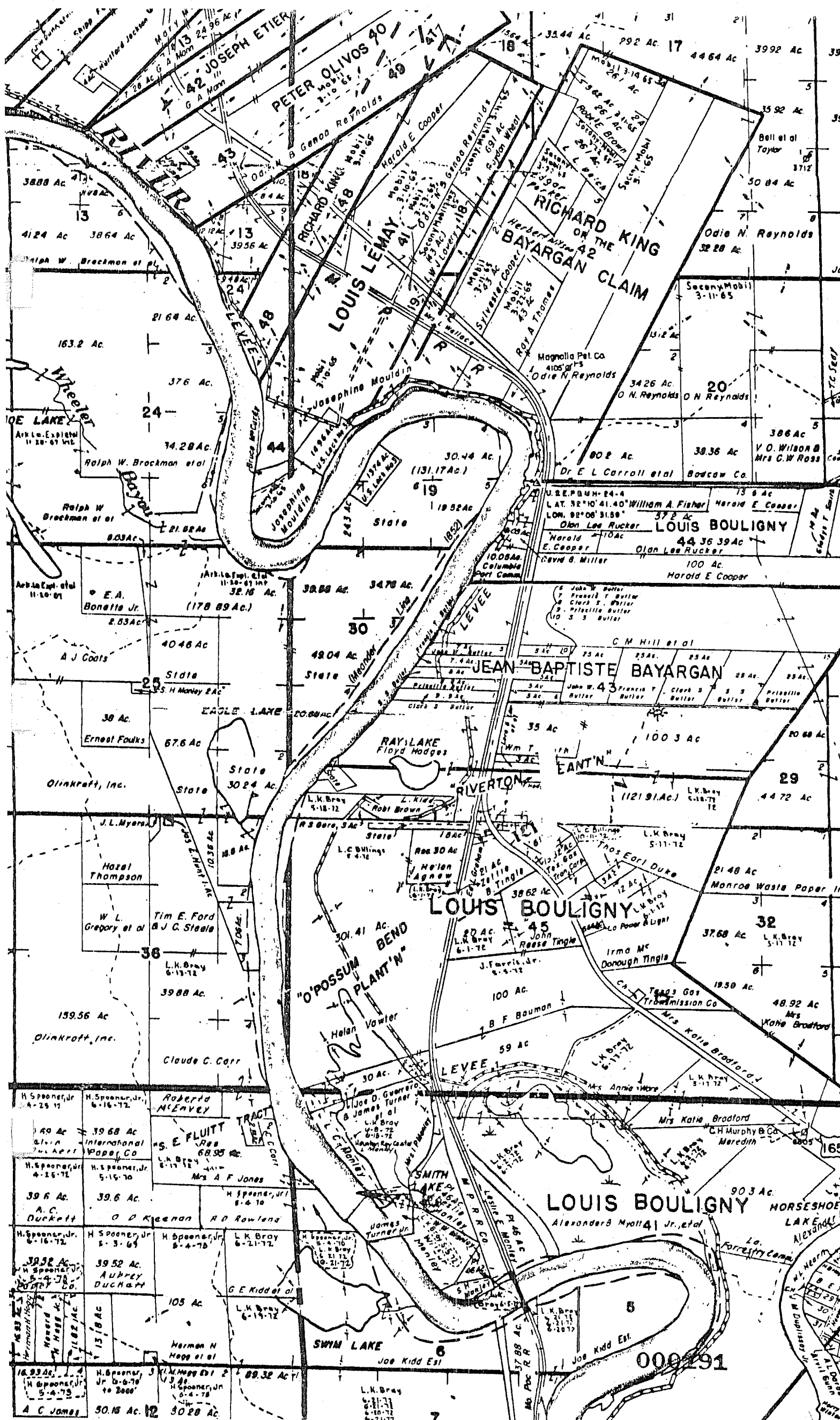
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Frank Spooner
Attesting Witness

Sworn to and subscribed before me, this 13 day of April, ~~XX~~ 2006

LINDA M. ONEAL
NOTARY PUBLIC
OUACHITA PARISH
NOTARY ID #78086

Linda M. Oneal Notary Public
Parish of _____ State of Louisiana



PETER OLIVOS 40

JOSEPH ETIER

GENOD REYNOLDS

RICHARD KING

LOUIS LEMAY

JEAN-BAPTISTE BAYARGAN

LOUIS BOULIGNY

JEAN-BAPTISTE BAYARGAN

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LOUIS BOULIGNY

JEAN-BAPTISTE BAYARGAN

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4124 Ac 3864 Ac

163.2 Ac

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74.28 Ac

32.18 Ac

40.46 Ac

30.24 Ac

30.41 Ac

39.88 Ac

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39.68 Ac

39.6 Ac

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3956 Ac

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WHELETER LAKE

JOE LAKE

BOYARD

STATE

EAGLE LAKE

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BY CLERK & RECORDER
CALDWELL PARISH

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05 MAR 11 AM 10:48
BY *Cherie Cox*
BY CLERK & RECORDER
CALDWELL PARISH

STATE OF LOUISIANA, DEPARTMENT
OF TRANSPORTATION & DEVELOPMENT

NUMBER 91344

VS.

37TH JUDICIAL DISTRICT COURT

JOE MONTGOMERY, TRUSTEE OF
G. A. MANN TRUST, ET AL

PARISH OF CALDWELL

STATE OF LOUISIANA

ORDER OF EXPROPRIATION

The petition, exhibits and the premises considered:

IT IS HEREBY ORDERED that the STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, do deposit in the registry of this court, for the use and benefit of the person or persons entitled thereto, the sum of Nineteen Thousand Eight Hundred Fifty-Nine and No/100 Dollars (\$19,859.00).

AND IT IS HEREBY FURTHER ORDERED that the full ownership of the property described below, subject to the reservation in favor of JOE MONTGOMERY, TRUSTEE OF G. A. MANN TRUST, ESTATE OF MARILYN WHITMAN and UNION PACIFIC RAILROAD of all oil or gas located under the property described below, or the royalties therefrom, in accordance with law, and subject to any existing oil or gas reservation or to any existing oil or gas lease, is expropriated and taken for highway purposes as of the time of such deposit, according to law, said property being described as follows, to-wit:

Three (3) certain tracts or parcels of land, together with all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Caldwell, State of Louisiana, and in Sections 13, 42 and 43, Township 14 North, Range 3 East, Land District North of Red River, identified as Parcel Nos. 4-1, 4-2 and 4-3, on a white print of a plat of survey, consisting of Sheet Nos. 4, 5 and 6, made by J. Michael Bradas, Registered Land Surveyor, dated April 25, 2003, revised, annexed to the above numbered and entitled suit, said tracts or parcels being outlined in red and being more particularly described in accordance with said plat of survey, as follows:

REQUIRED IN FULL OWNERSHIP

PARCEL NO. 4-1:

From a point on the centerline of State Project No. 015-07-0044 (Construction Project No. 015-07-0044), at Highway Survey Station 489+95.23, which is the point of beginning, proceed S54°58'04"W a distance of 49.65 feet to a point and corner; thence proceed N08°45'03"W a distance of 229.55 feet to a point and corner; thence proceed S46°32'19"E a distance of 210.04 feet to a point and corner; thence proceed S54°58'04"W a distance of 93.89 feet to the point of beginning. All of which comprises Parcel 4-1 as shown on Sheet 4 of the Right of Way Plans of State Project No. 015-07-0044, and contains an area of approximately 14771.1 square feet or 0.339 of an acre.

PARCEL NO. 4-2:

From a point on the centerline of State Project No. 015-07-0044 (Construction Project No. 015-07-0044), at Highway Survey Station 490+67.88, which is the point of beginning, proceed S08°45'03"E a distance of 150.49 feet to a point and corner; thence proceed N46°32'19"W a distance of 163.20 feet to a point and corner; thence proceed N08°45'03"W a distance of 300.30 feet to a point and corner; thence proceed S46°32'19"E a distance of 163.20 feet to a point and corner; thence proceed S08°45'03"E a distance of 149.81 feet to the point of beginning. All of which comprises Parcel 4-2 as shown on Sheet 4 of the Right of Way Plans of State Project No. 015-07-0044, and contains an area of approximately 30029.178 square feet or 0.689 of an acre.

PARCEL NO. 4-3:

From a point on the centerline of State Project No. 015-07-0044 (Construction Project No. 015-07-0044), at Highway Survey Station 492+31.08, which is the point of beginning, proceed S08°45'03"E a distance of 150.15 feet to a point and corner; thence proceed N46°32'19"W a distance of 330.00 feet to a point and corner; thence proceed along a curve to the right having a radius of 2998.79 feet, whose length is 729.97 feet and whose chord length is 728.17 feet and bears N39°33'54"W to a point and corner; thence proceed S57°24'31"W a distance of 98.00 feet to a point and corner; thence proceed N22°09'58"W a distance of 477.68 feet to a point and corner; thence proceed S77°54'08"W a distance of 49.86 feet to a point and corner; thence proceed along a curve to the right having a radius of 1859.86 feet, whose length is 198.47 feet and whose chord length is 198.37 feet and bears N09°02'27"W to a point and corner; thence proceed N43°05'11"E a distance of 324.51 feet to a point and corner; thence proceed along a curve to the left having a radius of 2766.79 feet, whose length is 425.72 feet and whose chord length is 425.30 feet and bears S21°17'05"E to a point and corner; thence proceed S32°35'10"E a distance of 332.33 feet to a point and corner; thence proceed S57°24'31"W a distance of 68.00 feet to a point and corner; thence proceed along a curve to the left having a radius of 2814.79

feet, whose length is 685.18 feet and whose chord length is 683.49 feet and bears S39°33'54"E to a point and corner; thence proceed S46°32'19"E a distance of 92.68 feet to a point and corner; thence proceed S08°45'03"E a distance of 150.15 feet to the point of beginning. All of which comprises Parcel 4-3 as shown on Sheet Nos. 4, 5 and 6 of the Right of Way Plans of State Project No. 015-07-0044, and contains an area of 388786.601 square feet or 8.925 acres.

Being a portion of the same property acquired by defendants by Act recorded December 15, 1999, in COB 205, Page 638 of the conveyance records of Caldwell Parish, State of Louisiana.

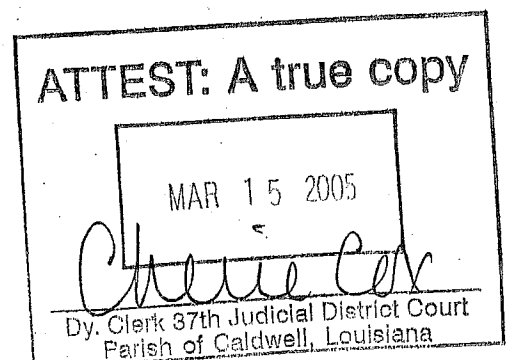
AND IT IS HEREBY FURTHER ORDERED that this matter be tried by jury upon the plaintiff making a cash deposit in accordance with LA C.C.P. Art. 1734.1. Upon the setting of this matter for trial, the court shall fix the amount due and the time of said deposit, which time shall be no later than thirty (30)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

AND IT IS HEREBY FURTHER ORDERED that the defendants, JOE MONTGOMERY, TRUSTEE OF G. A. MANN TRUST, ESTATE OF MARILYN WHITMAN and UNION PACIFIC RAILROAD, vacate the above described property and surrender possession thereof unto the plaintiff immediately upon the deposit of the estimated just compensation into the registry of this court.

Columbia, Louisiana, this 11th day of March, 2005.



JUDGE, THIRTY-SEVENTH JUDICIAL DISTRICT COURT



2091328

STATE OF LOUISIANA
PARISH OF CALDWELL

Line/project identification: COLUMBIA/SGR. TO DALL POWELL
CEA 49020 WR 263513 TLN 1210055284

Underground
RIGHT-OF-WAY INSTRUMENT
ENTERGY LOUISIANA, INC.

In consideration of _____ Dollar (s), cash, receipt of which is acknowledged, and the benefits which will accrue to the property by the availability of electric service, I (we) hereby grant unto Entergy Louisiana, Inc. its successors and/or assigns, the right and servitude to construct, operate, improve, maintain and remove underground electric distribution facilities consisting of conduits and cables with the necessary appurtenances for the distribution of electric current, (together with overhead poles, wires and other appurtenances if such is required in connection with the underground electric facilities) with the right of access to the facilities for maintenance, repair and operation thereof, together with Rights of Way, all as hereinafter set forth, upon, over, under and across the property which I (we) own, or in which I (we) have an interest in the Parish of CALDWELL, State of Louisiana, and more particularly described as follows:

A certain tract of land in the _____ of the _____ of Section 44 Township 14N Range 3E

The approximate location of the right of way herein granted is as shown on sketch attached hereto and made a part hereof.

The right of way herein granted is 10 feet in width, 5 feet each way from the centerline as constructed. The appropriate location of said centerline being shown on attached sketch.
LINES WILL BE 4' DEEP

The right is hereby granted to cut down and remove or trim trees or shrubs that interfere with any of the facilities of Entergy Louisiana, Inc. No buildings or other structures (except fences) shall be placed on or across the servitude herein granted and such buildings or other structures constructed adjoining said servitude will maintain required distances from the wires and facilities of Entergy Louisiana, Inc. all as provided for in the provisions of the National Electrical Safety Code.

In witness whereof, I (we) hereto set my (our) hand, at COLUMBIA, Louisiana, this 3^{Rd.} day of AUGUST, 1920, in presence of two competent witnesses, who sign with me (us).
2000

WITNESSES:

Tommy E. Smith
Bernard J. Fisher

GRANTOR:

Jeanette M. Holcek
Jeanette M. Holcek

STATE OF LOUISIANA

PARISH OF Duachita

Before me, the undersigned authority, personally came and appeared Tommy E. Smith who being first duly sworn, did depose and say that he/she signed the foregoing instrument as a witness, in the presence of the Grantor(s) and another subscribing witness, all of whom signed in his/her presence, each signing in the presence of the others, and that all of said signatures thereto are genuine and correct.

Tommy E. Smith
Appearer

Sworn to and subscribed before me this 12th day of September A.D., 2000

[Signature]
Notary Public

196341

FORM 743-P21673 (UG)
Rev. 5/92
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BY Bernadine W. [Signature]
D.Y. CLERK & RECORDER
CALDWELL PARISH

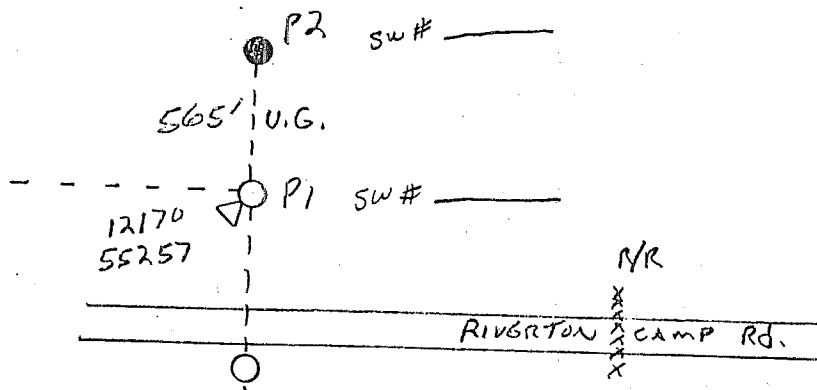
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COUNTY/PARISH CA
 SECTION _____ T'SHIP _____ RANGE _____
 CULL OFF LOC. NO. _____
 CECT# 3852911

NAME/ DESIG. To DALE POWELL
 RIGHT OF WAY YES NO
 TYPE CONSTRUCTION OH URBAN UG RURAL
 SO# 20014539857 MAP 120-598-N8

203513
 DATE: 8/3/00 WO/CEA# 49020
 LOAD PT: _____ CUSTOMER SERVICE ENTRANCE SIZE: 200
 SOURCE PT: _____
 CIRCUIT NO: N2004 PAGE 1 OF 1
 PHASE C DESIGNER TCC

EAR #1800.⁰⁰
 GAR #87.98



COPY OVER PAGE

8/25

VOLTAGE CHECK (CONST)
 ONE CALL TIME: _____ PERSON CALLED: _____
 DATE: _____ REF. NO. _____ FOREMAN: _____
 CONST. BY: _____ DATE: _____

VOLTAGE	P1				P2				P3				P4			
	I	R	S	A	I	R	S	A	I	R	S	A	I	R	S	A
SPAN NUMBER <u>13.8</u>																
HOT WORK																
ACTIVITY																
<u>UTR 4</u>	1															
<u>A 2U</u>	1															
SPAN IN FEET	<u>565</u>															

ROUTING:
 R/W MAINT.
 CONSTRUCTION

POINT NO.	P1				P2				P3				P4			
	I	R	S	A	I	R	S	A	I	R	S	A	I	R	S	A
HOT WORK																
ACTIVITY																
<u>UPTFIA 2U15</u>	1				1											
<u>A 2U</u>	35				45											
<u>PULLIC A 2U-1</u>	35				45											
<u>DLN</u>	1				2											
<u>CONDUIT 280</u>					10											
<u>CONDUIT STRAP 2</u>					2											
ANGLE																
ACTIVITY																
ACTIVITY																
ACTIVITY																

RIGHT OF WAY SUMMARY

Right of way is _____ feet wide, each way from the centerline. All trees and underbrush to be cut as near and level as possible. Right of way is to be left in condition for rotary mowing. Merchantable timber, gum, and pine pulpwood, to be cut, limbed and left whole on right of way. All brush and debris is to be cut and blown back on right of way. Any other instructions, if any are given under "Details and Remarks".

LOCATION	GRANTOR	PERMIT	DETAILS AND REMARKS

=INSTALL.

129

31/552

STATE OF LOUISIANA, C4830
PARISH OF OUACHITA.

KNOW ALL MEN BY THESE PRESENTS: That A.R.Taylor a married man whose wife name is Pearle Margarette Taylor a resident of Ouachita Parish, Louisiana, has granted and conveyed, and by these presents does grant and convey unto SOUTHERN GAS LINE, Inc., a corporation organized under the laws of the State of Delaware and doing business in the State of Louisiana, its assigns and successors, the right to construct, reconstruct, maintain, operate and remove a pipe line for the transportation of gas, together with such waterlines, telegraph and telephone lines, as it may desire to construct in connection with the production or transportation of gas, upon, over and through the following described land, situated in the Parish of Caldwell, State of Louisiana, to-wit: All that portion Section 41 owned by the vendor lying south of and adjoining the W.E.Hendrix place and also lots 4 Section 18 and lot 1 of Section 19 and lots 1 and 2 Section 42 all in Township 14 North Range 4 East known as fig tree & calton plantations 280 rods more or less. As part of consideration for this right of way the said gas line Co., Inc., agrees to provide a two inch service tap at some point on the above property, to be designated by the owner if he so desires.

There is further granted to the said SOUTHERN GAS LINE, Inc., its successors and assigns, the right to select the location of such lines as it may construct under this grant, and the right to lay additional pipe lines alongside of the first line upon the payment of a like consideration for each additional line when laid and the further right to do any and all things necessary for the full and complete enjoyment of the rights granted to it by this instrument, including the right of ingress and egress at will to and from said tract of land.

TO Have and to hold unto the said SOUTHERN GAS LINE, Inc., its successors and assigns, forever.

This grant is made in the consideration of the sum of Seventy & No/100 Dollars & other consideration named receipt of which is hereby acknowledged.

And hereunto appears the SOUTHERN GAS LINE, Inc., herein represented by R.H.Oliver, Jr., its agent, and accepts the aforesaid grant and conveyance and binds and obligates itself to pay to the aforesaid grantor, his heirs, successors, and assigns, the amount of actual damage done to timber, fences and growing crops by reason of the construction, reconstruction, maintenance or removal of said pipe line, water lines, telegraph and telephone lines, and further to bury all pipe lines laid under and by virtue of this grant below plow depth.

THIS DONE AND SIGNED in the presence of the undersigned competent witnesses, on this 13th day of July, 1923.

WITNESSES:

Murray Hudson
Henry Bernstein

Andrew R.Taylor
SOUTHERN GAS LINE, Inc.
By R.H.Oliver, Jr Agent.

STATE OF LOUISIANA,
PARISH OF OUACHITA.

Before me, the undersigned authority, a Notary Public in and for Ouachita Parish, Louisiana, duly commissioned and qualified, came and appeared Henry Bernstein, who being duly sworn, deposes and says that he saw the parties to the above and foregoing instrument sign same for the purposes and consideration therein expressed, and that he and Murray Hudson signed same as attesting witnesses at the time and place as they appear on the face of this instrument.

Henry Bernstein
Sworn to and subscribed before me, a Notary, on this 13th day of July, 1923.

Jno J.Potts, Notary Public. In and For Ouachita Parish
Louisiana.

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For and in consideration of the benefit to the undersigned by the operation
by the operation of a lock and dam in the Ouachita River at Riverton, Louisiana,
and the further consideration of two dollars and no cents (\$2.00), to me in cash
paid the receipt of which is hereby acknowledged, I, A. R. Taylor of Monroe,
Louisiana, in the Parish of Ouachita, State of Louisiana, hereby convey to the
United States of America the right, privilege and authority to construct, operate
and maintain a telephone line, including the necessary poles, wires and fixtures
over and across the land owned by me or in which I have any interest, in Section
41, Township fourteen North, Range four East, in the Parish of Caldwell, State
of Louisiana, and upon or along the roads or highways adjoining the said property;
to trim trees along the said line so as to clear and keep the wires cleared for
a distance of six (6) feet on each side of the line, and the further right to erect
and set the necessary guy and brace poles and anchors, and to attach thereto and
to trees the necessary guy wires. I further agree, for the consideration named, to
exercise reasonable care in cutting timber adjacent to the said line, to avoid
damage to wires, poles and guys.

Witness my signature at Monroe, La., this 17th day of April, 1917.

Witness: Andrew R. Taylor.
V. S. Hickman.
F. Vaughan.

State of Louisiana,) SS
Parish of Ouachita.)

On this 17th day of April, 1917, before me, a Notary Public, in said
Parish, appeared in person whose name appears as grantor to the foregoing in-
strument, and stated that he executed the same for the consideration and purpose
therein set forth.

In testimony whereof I have hereto set my hand and official seal as such
Notary Public in and for said Parish on this 17th day of April, 1917.
G. E. Davis.

Attest: A true record this
May 14th, 1917.

Dy. Clerk & Recorder.

I / 387

Parish of Caldwell
notion of the owner of said
not that the Hamilton Central
propose to build its contemplated
road to said: My plantation
lying on the east bank of the
said creek, bounded on south
lands of public & of school
lands of R.R. lands on east
bank of said creek of N. R. lands
Louisiana; Now of the above
lands, they and in the present
right of way, one hundred
feet wide and fifty
feet deep, the same shall
be which would be
in some are destroyed

to show hereto signed
Wm. Sublett and E. L. Whipple
A.D. 1888
J. J. Williams

of Caldwell
I have read and approved
Wm. Sublett who being
to swear that he is
of foregoing instrument
in his presence for

Wm. Sublett
now and this the

Subscribed
19th of October
and foregoing is a true
and correct copy of
the original of this April
1889
J. J. Williams

M. Powell
R. M. Curry
A. C. 371 R. R.

Deed to Right of Way
State of Louisiana
Parish of Caldwell

387

3rd in consideration of the sum of One Dollar
and no consideration of the further fact that the
Hamilton Central Louisiana and Northern Railway Company proposed to build
its contemplated road, over the herein the following described lands with
One plantation known as Pettus's place lying on the east bank
of the Ouachita River, bounded on the north by lands of public land
Parish on the east by lands of Michael P. Peral on the south by
lands of D. L. P. Peral, and the North by Ouachita River all in
Ship 14 Sec 49 Range 32 E. 9, 38, 39, 40, 41, situated in Eastwood
Parish, State of Louisiana; Now if the said line of road shall pass
over the above lands, then the said line of road shall pass
the said lands, the right of way, one hundred feet wide, over the
said lands, and one hundred and fifty feet in width, for the
purpose of said road to be shown in plan and map of the said
company, shall pay damages for buildings, fences and
crops, which may be included in right of way of when
same are destroyed by the company. In testimony whereof

I have signed my name in presence of Wm. Sublett
and E. L. Whipple witnesses on this the 1st day of April
A.D. 1888.
M. Powell
R. M. Curry
Wm. Sublett
E. L. Whipple
Robt. Peraton

State of Louisiana Parish of Caldwell
I have read and approved
Wm. Sublett who being
to swear that he is
of foregoing instrument
in his presence for

Subscribed
19th of October
and foregoing is a true
and correct copy of
the original of this April
1889
J. J. Williams

I hereby certify that the above and foregoing is a true
and correct copy of the original deed & affidavit thereto
attached now on file in my office - This April 3rd
A.D. 1889
J. J. Williams
Clerk