



Exhibit F. Martial Farms Partial Title Abstract









Martial Farms Partial Title Abstract

		OF THE REAL PROPERTY.		SKS, Inc.		
			c/o El	liott Boudi	reaux	
	Parcel 615	56235 Parcel		Hott Boud	roaux	
FILE NUMBER	: 614	48335	ž.		4	
PROPERTY DE	ESCRIPTI	ON:	1.) A certa	in tract of	land containing 169.946 a	acers, less & except a 14.00 acre
			tract & a	a 1.346 acr	res & portion of property	located in St. Martin Parish in
					34 & 35, T10S, R5E & Se	and the second s
			X-sorial manuscription	Sections .	54 & 55, 1105, R5E & 56	ction 2, 1113, RJE,
			ta en	2.) Trac	ts 1 & 1-A in Sections 34	& 35, T10S, R5E,
					Lafayette Parish, Lou	isiana
TIME PERIOD	:	2/25/1916	, 2/24/1915, , 10/3/1917, 7/1926	то	6/6/2021	CERTIFIED
PRESENT OW	NER:				1.) Sugar Crest, LLC	9499-A
					2.) Lynmar III, LLC	NAME .
		: A COMPANIE COMP				***
PURCHASER:		5	***************************************		N/A	
		-		- 5000		100000000000000000000000000000000000000
ENCUMBRAN	-		····	N/A		
TAX DATA:	YEAR:	2020	WARD:	5	ASSESSMENT #	See attached.
					•	
	PROPER	TY ID#			LAND:	IMP:
	NET TAX	XES:	***************************************		HOMESTEAD:	
	PAID / D	UE:				
			CAREFUL EXAN		DF THE CONVEYANCE	
OF	Lafayette	:	, IN THE NAM	ES OF THE	PARTIES AS DISCLOSED BY	THE ACTS
INCLUDED IN TI	HE INDEX OF 1	THE ABSTRAC	T AS OF THE D	ATES SHOV	VN ABOVE. THE INDICES TO)
THE SAID RECOR	RDS WERE CH	ECKED EXCL	USIVELY IN TH	E EXACT N	AMES AS THEY APPEAR	
ON EACH RESPE	ECTIVE DOCU	MENT INCLUE	DED HEREIN AN	ID NOT AN	Y NICKNAMES OR VARIATIO	ONS
OF SAID NAMES	UNLESS SPEC	CIFICALLY RE	QUESTED AND	SO NOTED	HEREIN. BASED ON SUCH	
EXAMINATION,	I HEREBY CEI	RTIFY THAT T	HE FOLLOWING	INDEX EN	UMERATES ALL OF THE CO	ONVEYANCE
INSTRUMENTS '	WHICH MAY A	AFFECT THE T	ITLE TO THE A	BOVE CAPT	TIONED PROPERTY, EXCEPT	
FOR MINERAL IN	NTERESTS ANI	D RIGHTS OF I	LLEGITIMATES	AND UNK	NOWN HEIRS. <u>I DO NOT CE</u>	RTIFY
NOR WARRANT	THE ACCUR.	ACY OF THE	TAX INFORMA	TION PRO	VIDED HEREIN; NOR DO 1	CERTIFY THE
ACCURACY OF T	THE INDICES P	REPARED BY	THE OFFICE OF	THECLER	K IN THE ABOVE REFEREN	CED PARISH

GULF SOUTH LAND TITLE RESOURCES, LLC

BY:

TAX INFORMATION

PROP. DESC.:	140.204 ac, 2-11-5 & 34 & 35-10-5	PROP. DESC.:	Tr 1 & 1-A
YEAR:	2020	YEAR:	2020
WARD:	5	WARD:	5
ASSESSMENT:	6156235	ASSESSMENT:	6148335
PROP. ID#:		PROP. ID#:	
LAND:	\$4,253.00	LAND:	\$11,397.00
IMPROV.:	\$0.00	IMPROV.:	\$146,498.00
NET TAXES:	\$368.74	NET TAXES:	\$13,688.70
HMSTD:	\$0.00	HMSTD:	\$0.00
PAID / DUE:	PAID 12/18/20	PAID / DUE:	PAID 12/19/20
PROP. DESC.:		PROP. DESC.:	
YEAR:	***************************************	YEAR:	
WARD:		WARD:	
ASSESSMENT:		ASSESSMENT:	
PROP. ID#:		PROP. ID#:	
LAND:		LAND:	WAR AND THE STATE OF THE STATE
IMPROV.:	MANAGEMENT	IMPROV.:	
NET TAXES:		NET TAXES:	***
HMSTD:		HMSTD:	
PAID / DUE:		PAID / DUE:	

PAGE	FROM	ТО	INSTRUMENT	BK PG	GORIG	BUNDLE	D	DATED RECORDED DATE
	ABSTRACTOR'S NOTE: As per client request, farm leases and all instruments pertaining to mineral interests were excluded.	ient request, farm leases and all ins	struments pertaining to mineral i	nterests were excl	uded.			
	CANCELLED ACTS NOT SHOWN	· .Z			-			
>	Tobin		Мар					
В	Tracts A, B & C in Section 35, T10S, R5E		Мар			1984- 23973	1984- 23973	1984- 23973 6/18/1984
С	Sugar Mill Park S/D		Мар		19	90-37735	190-37735	90-37735 12/20/1985
D	9.20 acres in Section 34, T10S, R5E		Мар			1990- 37736	1990- 37736	
Ħ	169.946 acres, Sections 34 & 35, T10S, R5E & Section 2, T11S, R5E		Map			2013- 31521	2013- 31521	
ম	Tract 1 in Sections 34 & 35, T10S, R5E		Map			2012- 20601	2012- 20601	
1	Martial Billeaud	Morgans LA & Texas Railroad	Right of Way (Exhibit)			1894- 20601	1894- 20601	
	CHAIN 1:							
6	Martial Billeaud, Jr., etal	Paul Billeaud	Partition			1917- 44189	1917- 44189	1917- 44189 6/27/1913
	CHAIN 2:							
35	Paul Breaux	Paul Billeaud, etux	Cash Sale			1915- 47468	1915- 47468	1915- 47468 2/17/1915
	CHAIN 3:				İ			
38	J. Napoleon Breaux, etal	Paul Billeaud, etux	Cash Sale			1916- 49219	1916- 49219	1916- 49219 2/24/1916
53	Paul Billeaud, etal	Morgan's LA & Texas Railroad	Exchange (Exhibit)			1917- 51115	1917- 51115	1917- 51115 5/14/1917
	CHAIN 4:							
64	Gustave R. Breaux, etal	Paul Billeaud, etux	Cash Sale			1917- 51835	1917- 51835	1917- 51835 10/1/1917

150	145	140	128	109	106	104	99	94	91	86	83	81	80	78	72	68		66
Billeaud Planters, Inc.	Billeaud Planters, Inc.	Lacaze P. Billeaud, etal	Lacaze P. Billeaud, etal	Billeaud Planters, Inc.	P. Lacaze Billeaud	Willis J. Billeaud	Security Land Co., Inc.	Security Land Co., Inc.	Paul Billeaud, etal	Manning F. Billeaud	Honora Girouard	Paul Billeaud	Paul Billeaud	Paul Billeaud, etal	Laurence Lacaze Billeaud	Billeaud Sugar Factory	CHAIN 5:	Paul Billeaud
		Whom it may concern	Billeaud Planters, Inc.		Willis J. Billeaud	Lacaze P. Billeaud	Lacaze P. Billeaud, etal	Lacaze P. Billeaud, etal	Security Land Co., Inc.	Manning F. Billeaud, Jr.	Paul Billeaud, etal	Highway Department	Highway Department	Morgan's LA & Texas Railroad	Paul Billeaud, etal	Paul Billeaud		LA Electric
Amended Charter	Charter	Correction	Transfer	Value of Property Transferred	Cash Sale	Cash Sale	Amendment	Cash Sale	Sheriff's Sale	Judgment of Possession	Affidavit/Partition	Right of Way	Right of Way	Sell Off	Judgment of Possession	Cash Sale		Right of Way
1947- 199658	1943- 170555	1947- 200364	1943- 170800	1943- 170798	1942- 162466	1936- 120264	1931- 99546	1931- 99286	1931- 99190	1930- 95558	1927- 83511	1930- 94177	1929- 92155	1927- 82884	1927- 82464	1926- 80383		1926- 77673
3/4/1947	11/26/1943	4/10/1947	12/10/1943	12/10/1943	3/18/1942	6/19/1936	5/13/1931	4/15/1931	4/15/1931	6/30/1930	10/19/1927	3/21/1930	10/26/1929	8/16/1927	6/20/1927	12/13/1926		4/19/1926
3/19/1947	11/26/1943	4/11/1947 re: 1943-170800	12/11/1943	12/11/1943	3/18/1942	6/19/1936	5/14/1931	4/22/1931	4/16/1931	6/30/1930	10/20/1927	3/21/1930	10/29/1929	8/16/1927	6/20/1927	12/17/1926		6/1/1926

227	222	219	215	212	208	206	201	197	192	189	182	179	177	172	170	163	161	156
Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.
South Central Bell	GSU	Whom it may concern	Highway Department	LA Intrastate Gas	LA Intrastate Gas	Southern Bell	Highway Department		GSU	Continental Oil Co.	Highway Department	Central Electric	Southern Bell	Highway Department	Broussard Plantation, Inc.		GSU	Billeaud Sugar Factory
Permit	Right of Way	Correction	Right of Way	Amendment	Right of Way	Permit	Sell Off	Reduction in Stock	Right of Way	Right of Way	Sell Off	Right of Way	Permit	Sell Off	Sell Off	Amended Charter	Right of Way	Sell Off
1979-6620	1976- 678890	1977- 13825	1975- 647962	1974- 63155	1974- 629551	1966- 486562	1965- 471185	1964- 462527	1963- 434813	1961- 407162	1960- 395070	1957- 348895	1957- 352546	1953- 289393	1951- 259511	1950- 240883	1948- 216293	1947- 200837
11/9/1978	11/9/1976	7/1/1977	7/21/1975	9/5/1974	7/17/1974	1/11/1966	2/8/1965	8/24/1964	1/7/1963	2/17/1961	4/27/1960	1/28/1957	5/16/1957	5/12/1953	4/13/1951	3/27/1950	6/21/1948	4/28/1947
3/22/1979	12/15/1976	7/12/1977 re: 1975/647962	8/5/1975	9/23/1974 re: 1974-629551	8/12/1974	1/12/1966	3/7/1965	8/27/1964	1/15/1963	3/14/1961	4/28/1960	2/12/1957	5/23/1957	6/2/1953	4/14/1951	3/28/1950	10/13/1948	4/28/1947

295	292	281	279	278	276	275	274	272	271	267	264	255	249	244	243	240	233	228
Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Lamar Corp.	Billeaud Planters, Inc.	Lamar Corp.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Lamar Corp.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.				
Qwest Communications	City of Lafayette		Billeaud Planters, Inc.	Lamar Corp.	Billeaud Planters, Inc.	Lamar Corp.	Lamar Corp.	Billeaud Planters, Inc.	Lamar Corp.		South Central Bell	South Central Bell	Billeaud Properties, Inc.		Police Jury	Trans LA Gas		
Right of Way	Right of Way	Amended Charter	Cancellation	Lease	Cancellation	Lease	Lease	Cancellation	Lease	Amended Charter	Amended Right of Way	Right of Way	Sell Off	Amended Charter	Right of Way	Right of Way	Amended Charter	Amended Charter
1999- 34274	1997- 12168	1995- 25952	2007- 12288	1987- 26082	2007- 12286	1987- 26081	1987- 26079	2007- 12290	1987- 26078	1985-5141	1983-3956	1982- 31479	1984- 23972	1981- 16342	1981-6246	1981-1653	1979- 31877	1979- 31876
1/14/1999	4/10/1997	7/27/1995	2/22/2007	6/19/1987	2/22/2007	6/19/1987	6/19/1987	2/22/2007	6/19/1987	1/15/1985	10/11/1982	10/11/1988	7/2/1984	6/1/1984	3/9/1981	1/14/1981	4/28/1979	8/3/1979
8/16/1999	4/11/1997	8/8/1995	3/22/2007 re: 1987-26082	8/3/1987	3/22/2007 re: 1987-26081	8/3/1981	8/3/1987	3/22/2007 re: 1987-26078	8/2/1987	2/13/1985	2/3/1983 re: 1982/31479	10/11/1988	7/3/1984	6/22/1981	3/16/1981	1/22/1981	12/17/1979	12/17/1979

365	357	354	347	338	334	331	328	326	324	323	322	320	319	317	316	305	300
Lynmar III, LLC	Billeaud Planters, LLC	Lynmar III, LLC	Billeaud Planters, Inc.	DMMS Ventures, LLC	Billeaud Planters, Inc.	Billeaud Planters, Inc.	City of Broussard	Billeaud Planters	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Lamar Corp.	Billeaud Planters, Inc.	Lamar Corp.	Billeaud Planters, Inc.	Billeaud Planters, Inc.	Billeaud Planters, Inc.
City of Broussard	Lynmar III, LLC	Entergy	Sugar Crest, LLC	Lynmar III, LLC	DMMS Ventures, LLC	DMMS Ventures, LLC	Whom it may concern	Town of Broussard		Lamar Corp.	Lamar Corp.	Billeaud Planters, Inc.	Lamar Corp.	Billeaud Planters, Inc.	Lamar Corp.	Enterprise Lou-Tex	Qwest Communications
Servitude	Servitude	Right of Way	Cash Sale	Cash Sale	Transfer	Cash Sale	Revocation	Servitude	Resolution	Lease	Lease	Cancellation	Lease	Cancellation	Lease	Right of Way	Right of Way
38875	2014- 26377	2014- 12804	2013- 31521	2013- 28155	2012- 20798	2012- 20797	2007- 12295	2003- 62530	2002- 15398	2002- 12355	2002- 12354	2007- 12289	2002- 12327	2007- 12287	2002- 12326	2000- 29888	1999- 34364
9/26/2016	7/9/2014	3/10/2014	7/23/2013	7/1/2013	6/5/2012	6/5/2012	2/19/2006	10/29/2003	2/28/2002	4/10/2001	4/10/2001	2/28/2007	4/6/2001	2/22/2007	4/6/2001	3/3/2000	12/17/1999
10/13/2016	7/16/2014	4/14/2014	7/25/2013	7/2/2013	6/6/2012	6/6/2012	3/22/2007	11/26/2003	4/4/2002	3/18/2002	3/18/2002	3/22/2007 re	3/18/2002	3/22/2007 re	3/18/2002	8/8/2000	8/16/1999
												3/22/2007 re: 2002-12327		3/22/2007 re: 2002-12326			

Lafayette Parish - Tax Notice Inquiry 6/8/2021 5:04:39 PM

Tax Notice# 6148335

Tax Year 2020

Taxpayer

LYNMAR III LLC
***** PARK ROW STE ***
HOUSTON LA *****

Taxes	Interest	Cost	Other	Paid	Balance
13,688.70	0.00	0.00	0.00	13,688.70	0.00

Legal

TR 1-A SECS 34/35 T10S R5E (1.346 AC) (1060X48.82X1060.08X61.84)(12-20798) TR 1 SECS 34/35 T10S R5E/SEC 2 T11S R5E (14 AC)

Parcels

Parcel#	Address	% Tax
		za we colle visite in comment.
6148335	1001 LA 182	100.0000

History

Date	Description	Amount
11/9/2020	ORIGINAL TAXES	13,688.70
12/19/2020	PAYMENT	-13,688.70

Items

Class	Value	Units	Homestead
OFFICES, MEDICAL & PUBLIC BUILDINGS	146,498	1.00	0

Class	Value	Units	Homestead
AGRICULTURAL LANDS CLASS II	388	11.59	
AGRICULTURAL LANDS CLASS III	7	0.31	0
AGRICULTURAL LANDS CLASS I	85	2.14	0
AGRICULTURAL LANDS CLASS IV	27	1.31	0
COMMERCIAL ACREAGE		2.50	0

Lafayette Parish - Tax Notice Inquiry 6/8/2021 5:04:26 PM

Tax Notice# 6156235

Tax Year 2020

Taxpayer

SUGARCREST LLC

*** SAINT NAZAIRE RD

BROUSSARD LA *****

Taxes	Interest	Cost	Other	Paid	Balance
368.74	0.00	0.00	0.00	368.74	0.00

Legal

SEC 2 T11S R5E & SEC 34 & 35 T10S R5E (140.204 AC)

Parcels

Parcel#	Address	% Tax
, , , , , , , , , , , , , , , , , , , ,	and the second of the second o	The second section of the sect
6156235	200 BLK LA 96	100.0000

History

Date	Description	Amount
11/9/2020	ORIGINAL TAXES	368.74
11/9/2020		300.74
12/18/2020	PAYMENT	-368.74

Items

Class	Value	Units	Homestead
AGRICULTURAL LANDS CLASS III	106		0
AGRICULTURAL LANDS CLASS IV	519	24.26	0

Class		•	Homestead
FRESH WATER MARSH	65	9.37	_
AGRICULTURAL LANDS CLASS I	853	21.34	0
AGRICULTURAL LANDS CLASS II		80.92	

LAFAYETTE PARISH STATUS: ACTIVE

TAX	TAX ACCOUNT	ASSESSMENT	TAX AUTHORITY	WARD
2020	0	6148335	LAFAYETTE PARISH	05
TAXPAYER INFORMATION	PROPERTY LOCATION			

4710 OLD PECAN TRL

LYNMAR III LLC

LOT NO

1001 LA 182

,		•	~-					•	
F	U	LS	HE	ΑF	₹TX	77	441	1-38	05
18820	· ren	come.	and and	*********	0407073990	**********	verse vis	e carreto	ALCOHOL:

FULSHEAR TX 77441-3805 ASSESSED VALUES				
HOMESTEAD: NONE			HISTORICAL	. TAX ABATEMENT:
DESCRIPTION	UNIT	TOTAL	HOMESTEAD	TAXABLE
OFFICES, MEDICAL & PUBLIC BUIL	1.00.I	146498	0	146498
AGRICULTURAL LANDS CLASS IV	1.31.A	27	0	27
AGRICULTURAL LANDS CLASS I	2.14.A	85	0	85
AGRICULTURAL LANDS CLASS III	0.31.A	7	0	7
AGRICULTURAL LANDS CLASS II	11.59.A	388	0	388
COMMERCIAL ACREAGE	2.50.A	10890	0	10890
	TOTALS	157895	0	157895
ESTIMATED TAXES DESCRIPTION	MLLAGE	TOTAL	HOMESTEAD	TAXES DUE
AIRPORT REGIONAL PARISHWIDE	1.710M	\$270.00	\$0.00	\$270.00
ASSESSMENT DISTRICT	1,670M	\$263.68	\$0.00	\$263.68
BAYOU VERMILION DIST	0.790M	\$124.74	\$0.00	\$124.74
BAYOU VERMILION DIST (BONDS)	0.100M	\$15.79	\$0.00	\$15.79
BROUSSARD GENERAL ALIMONY	M000,0	\$0.00	\$0.00	\$0.00
COURTHOUSE COMPLEX	2.510M	\$396.32	\$0.00	\$396.32
DETENTION CORRECTIONAL FAC.	2.210M	\$348.95	\$0.00	\$348.95
DRAINAGE DIST.	3.580M	\$565.26	\$0.00	\$ 5 65.26
ECONOMIC DEVELOPMENT	1.680M	\$265,26	\$0.00	\$265.26
EXEMPTED MUNICIPALITIES	1.625M	\$256.58	\$0.00	\$256.58
HEALTH UNIT/MOSQUITO/DRAINAGE/ETC.	3.640M	\$574.74	\$0.00	\$574.74
JUVENILE DETENTION & REHAB	1.250M	\$197.37	\$0.00	\$197.37
LAW ENFORCEMENT DISTRICT - L	8.600M	`\$1,357.90	\$0.00	\$1,357.90
LAW ENFORCEMENT DISTRICT OPERATION	8,760M	\$1,383.16	\$0.00	\$1,383.16
LIBRARY 2013 - 2022	1.840M	\$290.53	\$0.00	\$290.53
LIBRARY 2017 - 2026	2.910M	\$459.47	\$0.00	\$459.47
ROAD AND BRIDGES	4.470M	\$705.79	\$0.00	\$705.79
ROADS/HIGHWAYS/BRIDGES (BONDS)	2.000M	\$315.79	\$0.00	\$315.79
SCHOOL DIST NO 1 CONSOL OPERATIONAL	17.880M	\$2,823.16	\$0.00	\$2,823.16
SCHOOL DIST NO 1 CONSOL SCH IMPROVE	5.350M	\$844.74	\$0.00	\$844.74
SCHOOL DIST NO 1 CONSOL SPECIAL	7.790M	\$1,230.00	\$0.00	\$1,230.00
SCHOOL DIST REGULAR	4.920M	\$776.84	\$0.00	\$776.84
TECHE-VERMILLION FRESHWATER	1.410M	\$222.63	\$0.00	\$222.63

TOTALS

\$13,688.70

\$13,688.70

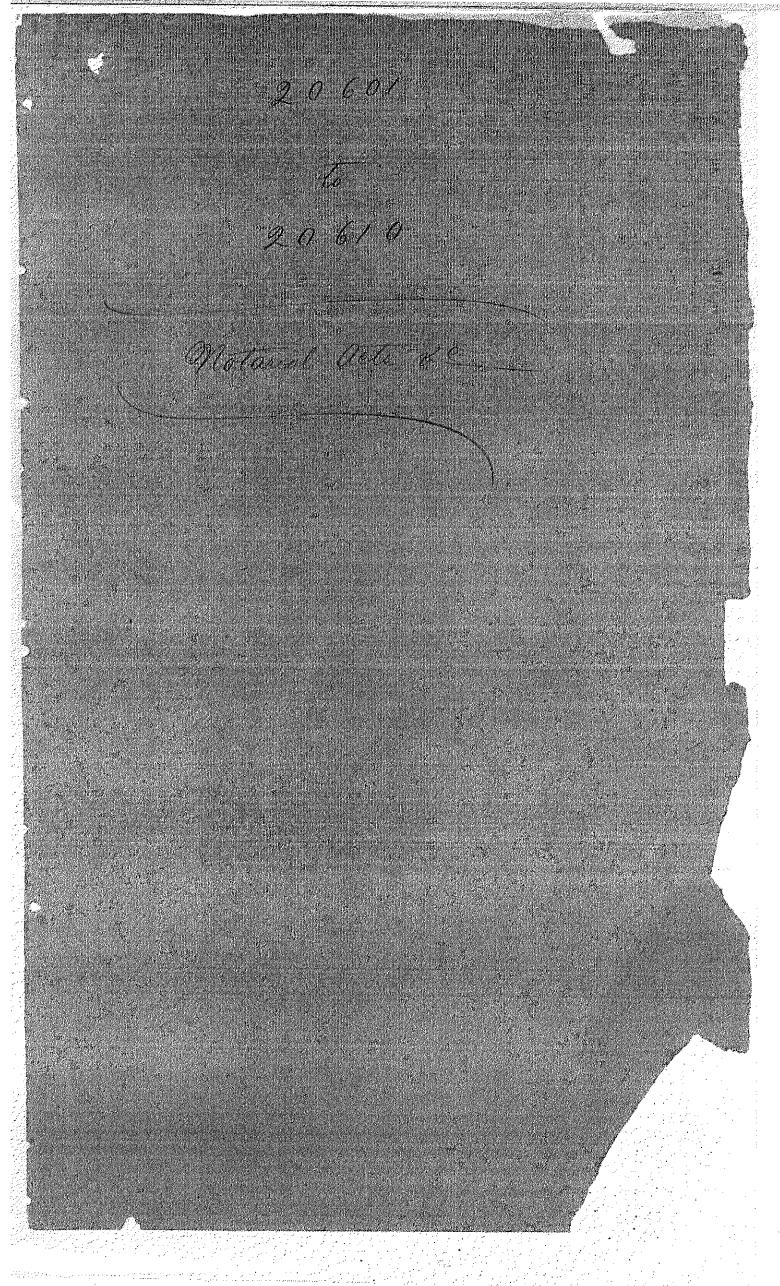
\$0.00

	 •	/35 T10S R5E/SEC 2 T	

LAFAYETTE PARISH STATUS: ACTIVE

LAFAYETTE PARISH				STATUS: ACTIVE
TAX 2020 0	ACCOUNT ASSE		THORITY WAR TTE PARISH 05	
	DPERTY LOCATION BLK LA 96 LOT NO			
106 SAINT NAZAIRE RD BROUSSARD LA 70518-4203 ASSESSED VALUES	LOTNO			
HOMESTEAD: NONE			HISTORICA	L TAX ABATEMENT:
DESCRIPTION		UNIT TOTAL	HOMESTEAD	TAXABLE
AGRICULTURAL LANDS CLASS I	21.34.A	853	0	853
AGRICULTURAL LANDS CLASS II	80.92.A	2710	. 0	2710
AGRICULTURAL LANDS CLASS III	4.31.A	106	0	106
AGRICULTURAL LANDS CLASS IV	24.26.A	519	0	519
FRESH WATER MARSH	9.37.A	65	0	65
	то	TALS 4253	0	4253
ESTIMATED TAXES DESCRIPTION	ML	LAGE TOTAL		TAXES DUE
AIRPORT REGIONAL PARISHWIDE	1	.710M \$7.27		\$7.27
ASSESSMENT DISTRICT	1	.670M \$7.10		\$7.10
BAYOU VERMILION DIST	0	.790M \$3.36		\$3,36
BAYOU VERMILION DIST (BONDS)		.100M \$0.43		\$0.43
BROUSSARD GENERAL ALIMONY		.000M \$0.00		\$0.00
COURTHOUSE COMPLEX		.510M \$10.68		\$10.68
DETENTION CORRECTIONAL FAC.		.210M \$9.40		\$9.40
DRAINAGE DIST.	_	.580M \$15.23		\$15.23 \$7.15
ECONOMIC DEVELOPMENT		.680M \$7.15		
EXEMPTED MUNICIPALITIES		.625M \$6.91		\$6.9
HEALTH UNIT/MOSQUITO/DRAINAGE/ETC.		i.640M \$15.48		\$15.4
JUVENILE DETENTION & REHAB		.250M \$5.32		\$5.3
LAW ENFORCEMENT DISTRICT - L		3.600M \$36.58		• • • •
LAW ENFORCEMENT DISTRICT OPERATION		3.760M \$37.26		
LIBRARY 2013 - 2022		.840M \$7.83		
LIBRARY 2017 - 2026		2.910M \$12.38		
ROAD AND BRIDGES		I.470M \$19.01 2.000M \$8.51		
ROADS/HIGHWAYS/BRIDGES (BONDS) SCHOOL DIST NO 1 CONSOL OPERATIONAL		7.880M \$76.04		
		5.350M \$22.75		
SCHOOL DIST NO 1 CONSOL SCH IMPROVE SCHOOL DIST NO 1 CONSOL SPECIAL		7.790M \$33.13		
SCHOOL DIST REGULAR		4.920M \$20.92		
TECHE-VERMILLION FRESHWATER		1.410M \$6.00	•	
1 LONE-Y EMVILLION FRESHVATEK	and the second s	OTALS \$368.74	the annual section of the section of	**************************************

SEC 2 T11S R5E & SEC 34 & 35 T10S R5E (140.204 AC)



No 20604 State of Louis rains 3 Boil Mown that on With first day of October aux Domini Public Vin and for paid farch and Plate duly Commutational and sewore as such, Verson ally came and appounds of said hanch and Thate M. Martial Billeand of the one part and the morgan's Louisian & Leg as Railroad in and Ateauship Company herein refrencised by , Judge James & Par 10ers on, of the vetek 10 Hart, and the paid franty of the first fait in declared that for and in consideration of said 10 Morgans Las Slx R. Roff to having built and extended for his accommondation and use a switch track from their main live of railroad 6/4 recently 18 erected pugas house or refuery, being on his plantations in faid parish, and on the north pede of the paid Chilipoad track, he hereby grant, conveys " and delivers wite the fail Mor glaces to wis each 28 1 Sle as Rulroad & Dteamship Couplany a plain, of a Controlled to the this of the right of way now in the 10 horsee non of and observied by paid railroad 200 Coupany and paid strip beginning at station 71924910 and sutting at alatin 7242+31 and shown on map of " furvey of said Morgan's larder (ailroad, of which may 20 a partial copy in hereto, awayed for further descript would is herewith identified. Daid plantation of the marty of the first part is hounded north, by freed of to O, groward Doubly line of Hilain NO CON

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Paylor rale Gast by Paul of Garan Shot West by land of 19 8 8th Julian It hering well understood that said furth as now constructed upon earl forty feet shall always so remain and exist for the rise of said party of the first part or his asings.

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STATE OF LOUISIAN, A)
PARISH OF LAFAYETTE)

in the year of our Lord, nineteen hundred and thirteen, before me, GEORGE
MALAGARIE, a notary public in and for said parish and state, and as such duly
commissioned and qualified, personally came and appeared MARTIAM BILLEAUD, IR.,
a married man the maiden name of whose wife is Palmyre Bernard, Mistress Eulalie Billeaud, widow Alphonse Comeaux, Mistress Alice Billeaud wife of Hebert
Billeaud and the said Hebert Billeaud to assist and authorize her, Charles
Billeaud, a married man the maiden name of whose wife is Leona Gauthier, and
PAUL BILLEAUD, a married man the maiden name of whose wife is Laurence Lacaze,
residents of said parish, who declared that they own in common and in the proportion of one fifth each, among others, the following described property-:

all other improvements thereto attached and belonging, situated in Lafayette parish, containing ONE THOUSAND AND THIRTY EIGHT 76/100 ARPENTS, bounded north by public road, leading from Broussardville to St. Martinville, south by public road leading from Broussardville and Royville to Duson station, Mrs. Added Landry, and others, Paul Breaux, and public road leading from Duchamp station, east by public road, leading from Broussardville to St. Martinville, lands of Geo. Malagarie, of Lucien St. Julien, of public road leading from Broussardville to Duchamp station, 8f Paul Breaux, and of the Jacquet heirs, and on the west by land of J. G. St. Julien and public road, leading from Broussardville to St. Martinville, and by land of Lovinsky Landry and others and by public road leading south.

Being the same property inherited in part by appearers from their mother, Lucille St. Julien, issue of her marriage with Martial Billeaud, in part by purchase or by partition with their said father on September 4th, 1903, by act No. 29261 recorded in Mortgage book No. one folio 364 et seq., and by acts 30485, 39120, and 34690 of the recorder's office of the parish of Lafayette, Louisiana.

No. 2. That certain tract of land, together with improvements, situated in Lafayette parish, containing fifty arpents, bounded North by property of Jules Girouard, south and west by public road leading from Broussard ville to St. Martinnvile, east by land of Jules Girouard, eighty-four one-hundredths thereof having been acquired by appearers, as aforesaid, and the remainder by acts Nos. 36898 amd 37732 of the recorder's office of the parish of Lafayette, Louisiana.

No. 3. That certain tract of land, together with improvements, situated in Lafayette parish, containing two hundred and ninety eight, and 41/100 arpents, bounded North by land of estate of Therence Circuard, or assigns, south by public road leading from Broussardville to St. Martinville, east by public road leading from Broussardville to St. Martinville, by land of J. O. Gircuard, and by public road north by land of Lucius Duhon, and west by land of Jules Circuard, of Hebrard Circuard, of Robert Circuard, and of Mozart Circuard, and being the same tract described under lot No. 3 of said act of September 4th, 1903.

No. 5. That certain tract of land, situated in Lafayette parish, together with all improvements, containing two hundred and forty arpents, bounded North by public road from Royville and Broussardville to Duchamp station, south by land of Mrs. Alphonse Comeaux, east by land of Estorge and Billeaud, and west by public road leading from Royville to Broussardville; and being the same property described as lot No. 5 of said act dated September 4th, A. D., 1903.

No. 6. That certain tract of land, situated in Lafayette parish, together with all improvements, containing forty six 36/100 arpents, bounded North by land of Mrs. Ozeme Dubois heirs, south by land of Albert Mouchet, east by public road leading from Royville to Broussard, and west by land of Mrs. Antoine Mouchet, being the same land described under lot No. six of said

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act of September 4th, 1903.

No. 7. That certain tract of land, situated in Lafgyette parish, together with all improvements, containing forty six 36/100 arpents, bounded North by land of Albert Mouchet, south by public road, east by public road, and west by land of Mrs. Antoine Mouchet; and being the same property described under lot No. 7 of said act of September 4th, 1903.

No. 8. That certain tract of land, situated in Lafayette parish, together with all improvements, containing one hundred and ninety five 14/100 arpents, bounded North by lands of Sidney Greig, of Calvin Moss, or assigns, and of Dr. Geo. Stromer, south by land of Edmond Comeaux and P. A. Dupleix, east by land of Mrs. Antoine Mouchet, and west by land of P. A. Dupleix; and being the same property described in lot No. 8 of said act of Sept. 4, 1903.

No. 9. That certain tract of land, situated in Lafayette parish, together with all improvements, containing twenty four arpents, bounded north by land of Mrs. Alphonse Comeaux, south by public road leading from Royvulle, to Duchamp station, east by land of Alcee Fabre, and west by land of Dupre Breaux or assigns; and being the same property described in lot No. nine of said act of September 4th, 1903.

No. 10. -----THE UNDIVIDED HALF OF----

That certain tract of land, together with all improvements, situated in Lafayette parish, containing fourteen hundred and four 17/100 arpents, the other undivided half belonging to the appear, M. Billeaud, Jr., bounded North or above by land of Christian Steiner and land of Guillaume Herpin, below or about south by land of E. L. Estorge, about east or prairie side by the public road leading from Lafayette to Abbeville, and about west by the Vermilion River; being the two thirds of that certain plantation known as the "LONG PLANTATION", and allotted in the act of partition between the appearers as owners of one third thereof, M. Billeaud, Jr., as owner of one third thereof and E. L. Estorge as owner of one third thereof, to the appearers herein including Martial Billeaud, Jr., of one undivided half thereof and to the

Des Cet # 815/4 for accetion to this Cet #10 said M. BILLEAUD, JR., of the other undivided half thereof, by act passed before undersigned notary of even date herewith between appearers herein and the said E. L. Estorgs. And being the share of appearers herein and the said M. Billeaud, Jrl, under said act of Sept. 4, 1903, and described therein as Lot No. twelve, and the share of the said M. Billeaud, Jr. under act No. 26405 and 26406 of the recorder's office of said parish.

No. 11. That certain tract of land, situated partly in the parish of Lafayette and partly in the parish of St. Martin, Louisiana, bordering on Bayou Tortue on the north, and being traversed by the crevasse from north to south; starting at a point on the said Bayou Tortue a short distance south of the public bridge crossing said Bayou on the public road between Broussarville and St. Martinville where said Bayou intersects with said crevasse; from thence running east to the land of Leon Laurince, thence in a southerly direction along the western line of the land of said Leon Laurin and land of Lassale and others up to a ditch bank adjoining the land of Arthur Labbe; thence along said ditch bank in a westerly direction along the northern line of the land of Arthur Labbe and A. A. Labbe up to the land of Felix Nugent; thence in a northerly direction along the eastern line of the land of the said Felix Nugent up to the land of Felix Potier and Edgar Breaux; thence in an easterly disction along the southern line of the land of Felix Potier and of Edgar Breaux up to said Crevasse; thence in a northerly direction along said crevasse up to Bayou Tortue, the starting point. Being the same property acquired by the appearers on March 31st, 1904, by act No. 30323 of the recorder's office of the parish of Lafayette.

No. 12. That certain tract of land, together with all improvements, situated in the parish of Lafayette, containing forty superficial arpents, bounded North by land of Hazard Girouard and Estorge and Billeaud, south by land of A. A. Labbe, estate, east by land of Eppearers, described under No. eleven hereof, and west by land of Estatesatesteets Mrs. Cecile Broussard wife of Jos P. Breaux; acquired by appearers Sept. 21, 1904, by act No. 30945 of the recorder's office of the parish of Lafayette.

No. 13. A certain tract of land situated in the parish of Lafayette, containing mineteen O8/100 arpents, bounded north by private road reserved for the benefit of said tract and other lands of appearers, south and by land of estate of A. A. Labbe, east by lot No. thirty nine of this partition, and west by the same private road; and being the same property acquired by appearers by act of exchange with Paul Breaux February 18th, 1905, by act No. 31648, less that portion thereof given in exchange to Gaston R. Labbe and others Jan. 23, 1904, by act No. 33198 of said recorder's office.

No. 14. That certain tract of land, together with all improvements, situated in Lafayette parish, containing forty eight arpents, bounded north by public road, south and east by land of Edgar Breaux, and west by land of Estorge and Billsaud; acquired by appearers on December 27, 1904, by act passed before Geo. Malagarie, notary public, and duly recorded.

No. 15. That certain tract of land, situated in Lafayette parish, containing sixteen and 77/100 arpents, bounded North by land of Mrs. Lucy Duhon, wife of Jules B. Broussard, south and east by public road, and west by land of Mrs. Hilda Duhon wife of Fernand Montet; acquired by appearers February 10th, 1910, by act No. 39812 of the recorder's office of Lafayette parish.

No. 16. That certain tract of land, situated in Lafayette parish, containing sixteen 77/100 arpents, north by land of Lodias Duhon, south by land of Lucy Duhon wife of Jules B. Broussard, east by public road, and west by land of Mrs. Hilda Duhon wife of Fernand Montet; acquired by appearers in part on September 21, 1910, by act No. 40682, and in part on Feb. 28, 1912, by act passed before Geo. Malagarie, notary, and duly recorded.

No. 17. That certain tract of land situated in Lafayette parish, containing six superficial arpents, bounded North by land of Drozin Dubois, and others, south by land of appearers, east by land of Ozeme Dubois, and west by land of Jules B. Broussard, acquired by appearers March 1st, 1912, by act passed before Geo. Malagarie, notary public, and duly recorded.

No. 19. The undivided eight ninths of that certain tract of land situated in the parish of Lafayette, containing one hundred and twentynnine arpents, bounded North by land of E. L. Estorge, south by land of Alexandre Verot, east by land of Didier Verot, and west by Vermilion River; acquired by appearers from eight of the nine heirs of Alexandre Trahan by acts Nos. 40858, 40859, and 40861 of the recorder's office of the parish of Lafayette.

No. 21. That certain tract of swamp land situated in the parish of Lafayette, Louisiana, same containing and measuring forty superficial arpents, more or less, and said land being bounded as follows-: On the North by Bayou Tortue, on the south by land of estate of A. D. Girouard, and that of the appearers, east by land of appearers, and west by land of Valsin Broussard; acquired by the appearers by act No. 39812 on Feb. 10, 1910, of the recorder's office of the parish of Lafayette, Louisiana.

No. 22. That certain tract of land situated in the parish of St.

Martin known as the Duchamp tract,

containing SEVENTEEN HUNDRED AND

SEVENTY FIVE 43/100 ARPENTS (1775.430

and composed of the following described tracts of land, to-wit-:

A. Section sighty nine, township ten south, range six east, less seventeen arpents in superficial area in the northwest corner of said section, fronting on Bayou Tortue, belonging to LeNormand or assigns, and containing exclusive of said seventeen arpents, six hundred and twenty two and 51/100 superficial arpents.

B. The north half of section eighty eight township ten, south of range six east, and sections seventy and seventy one and part of

section seventy two, east of Coulee Beauvais, all in township ten south of range five east, and containing two hundred and ninety five and 15/100 superficial arpents.

- B. Section seventy three east of Coulee Beauvais in township ten south of range five east and that part of section thirty time, east of Coulce Beauvais, in township eleven (11) south of range five east, containing fifty three 75/100 superficial arpents;
- D. Section thirtymone, township ten south of range six east, containing sixty three 50/100 arpents;
- E. Part of section thirty six east of Coulse Beauvais, township ten, south of range five east, containing sixty eight 51/100 superficial arpents.
- F. Part of section sixty six, township ten south, range five east, and part of section ninety, township ten south of range six east, containing two hundred and ninety 44/100 superficial arpents.
- G. The western portion of section eighty two and of section one hundred and five, township ten south, range six east, containing one hundred and sixty one 27/100 arpents, less twenty one arpents thereof at their eastern and transferred to A. Provost by exchange for another tract of the land containing sixteen arpents and hereinafter described;

All of the above tracts forming in part lot No. twenty two of this act having been purchased by appearers from Mrs. Amelie Sandoz widow Eugene A. Duchamp December 26, 1904, and filed in the office of the recorder of the parish of St. Martin under No. 30882.

H. That certain tract of land situated in the Bayou Tortue section of the parish of St. Martin, containing sixty superficial arpents, bounded North, south, east and west by the other cortions of said acquired by appearers from Basilie Fusilier widow of Cabriel Fusility, 10th, 1907, by act No. 32505, recorded in book 62 folio 574, resulting of the parish of St. Martin, La.

I. That certain tract of woodland meararpents situated in the first ward of the parish of St. Me

by Bayou Tortue, acquired from Theresa Congeley wife of Louis Congeley by act No. 33294, recorded in book 67 folio 139 recorder's office St. Martin parish.

J. That certain tract of land having a front of two arpents, more or less, by twenty five arpents, more or less, bounded North by land of Ovide Decuir, or assigns, east by land of appearers and of lands of Homer Williams, south by appearers, and west by land of Ovide Decuir; acquired by appearers from Luc LeDoux and others on April 6, 1906, by act No. 31966 recorded in book of Conveyances 64, folio 490, recorder's office of the parish of St. Martin, Louisiana.

K. That certain tract of land situated in the first ward of the parish of St. Martin, containing fifty two arpents, bounded north by land of David Potier, south and east by land of Mrs. Ozippe Theriot, and west by land of appearers, acquired from Clovis Potier August 15th, 1911, by act passed before Geo. Malagarie, notary, and duly recorded.

L. That certain tract of land together with all buildings and improvements situated in the first ward of the parish of St. Martin
containing forty eight arpents, bounded north by land of Arthur Ozanne, south
by land of Mrs. Ozippe Theriot, east by public road, and west by Bayou Tortue
or appearers, acquired by appearers August 15, 1911, from David Potier by act
passed before Geo. Malagarie, notary, and duly recorded.

23. That certain tract of land situated in the parish of St. Martin measuring sixteen superficial arpents, bounded North by land public road, south by land of Paul Labbe, east by land of Mrs. Cluatat, and west by land of appearers; acquired by appearers by exchange with Adolph Provost June 10th, 1913, by act passed before Geo. Malagarie notary and duly recorded.

24. That certain tract of land with all improvements, situated in the parish of St. Martin measuring seven and one half arpents front on Bayou Tortue by forty arpents, more or less, in depth; bounded North by land of David Sandoz or assigns, south by land of G. Fusilier or assigns, east by Bayou Tortue, and west by land of C. Labbe or assigns; said tract containing three hundred superficial arpents, more or less, and fifteen arpent adjoining the above, Bayou Tortue intervening, bounded North by land Potier, south by a strip of land reserved by Mrs. Ozitte Theriot.

Potier, the line running thirty feat more from the old cotton

by public road, and west by Bayou Tortue; - there is a right of way twenty five feet across the property herein secondly described along Bayou Tortue. - Being the same property acquired by the appearers on December 11, 1908, from Mrs. Oxitte Therict widow Felix Potier, by act passed before Geo. Malagarie, notary public, and duly recorded, under No. 23286 and No. 33907, recorder's office of the parish of St. Martin.

No.25. That certain plantation with all the improvements situated in the parish of St. Martin, near Cade station, on the left bank of Bayou Tortue township eleven south, range six east, southwestern Land District of Louisiana, designated as lot No. one of a plat of survey and subdivision made by S. V. Martin and annexed to act of partition between the widow and the heirs of J. Aristide DeBlanc passed before Chas. B. Andrym notary public of New Orleans, Louisiana, recorded in the recorder's office of the parish of St. Martin in Conveyance book No. 42 under No. 18753 of Nov. 6, 1886; said land measuring three hundred and forty arpents, and is bounded North by a conventional road and William Jean Baptiste, south by Bayou Tortue, east by Bayou Tortue, and west by lot No. two of said plat, formerly belonging to M. DeBlanc, now to A. Broussard or assigns; acquired by appearers on February 9, 1904, by act passed before Jas. J. Martin, notary in and for the parish of St. Martin and duly recorded in the recorder's office of the parish of St. Martin, Louisiana.

improvements situated in the first ward of the parish of St. Martin near Cade station on the Morgan's Louisiana and Texas Railroad and Steamship Company, containing eighty four and 85/100 superficial arpents, bounded north by road leading from Bayou Tortue to Cade station, south by a coulee, between it and the land of widow G. Fusilier, east by land formerly belonging to Jean Baptiste LeBlanc, and west by land of M. Billeaud, formerly belonging to J. B. Daniels and R. Martin; acquired by M. Billeaud, Jr., from Mrs. Gabriel De-Blanc widow Eugene Desdunesfor himself and appearers on the fourth of May, 1910, by act passed before JAS. J. Martin, notary public, St. Martin parish, and recorded in book 67, folio 547 under No. 34981, recorder's office of the parish of St. Martin, and transferred by M. Billeaud Jr., to appearers by act duly recorded.

27/ That certain tract of land, together with all improvements, situated in the parish of St. Martin, containing thirty four arpents, more or less, bounded North by the land of appearers lastly above described under No. 26, northwest by land of Daniels or assigns, south and south west by land of Mrs. Fusilier, and south east by land of Mrs. Fusilier and the tract of land lastly above described; acquired by appearer, M. Billeaud, Jr., from Robert Martin on April 11th, 1910, by act recorded in the office of the recorder of the parish of St. Martin in book 67 golio 536 under No. 34945, and subsequently transferred to appearers by M. Billeaud, Jr., by act duly recorded

28. That certain tract of land measuring eighty nine 95/100 arpents more or less, situated at the Coteau in the first ward of the parish of St.

Martin, together with all the buildings and improvements, bounded North by land formerly belonging to the estate of Edgar DeBlanc, south by land formerly belonging to the DeBlanc's, east by those formerly belonging to the estate of Edgar DeBlanc, (or Letory), and west by land formerly belonging to Charles Condley, acquired by appearers, M. Billeaud, Jr., Charles Billeaud, and Paul Billeaud, for themselves and the other appearers from J. F. Penne and others on the 20th of May, 1910, by act passed before Jas. J. Martin, notary public in and for St. Martin parish, and recorded under No. 35052 in book £2 folio 55, recorder's office of the parish of St. Martin less 39.04 arpents thereof sold to SMEDES BROS., by act duly recorded.

29. That certain tract of land situated in the parish of St. Martin, at Brairie Long, containing minety acres, more or less, bounded north by land of Amatole Provost, south by land of Martin Oubry, east by land of Numa Jos. Rochon, and west by land of Numa Jos. Rochon, together with all the buildings and improvements, acquired by appearers MARTIAL BILLEAUD, JR.? CHAS. BILLEAUD AND PAUL BILLEAUD for themselves and the other appearers at public auction on May 28th, 1910, at sheriff's sale under an order of sai and sale in suit entitled Robert Martin v. Jean Baptiste Provost et al legal representatives of Marie Malbrough, recorded in the recorder' of the parish of St. Martin book #2 folio 46, under No. 35037.

30. That certain tract of land situated in the parish of St. Martin in the first ward thereof, measuring ninety o4/100 arpents, and designated as lot No. six in plat of survey of lands of estate of Clay Romero, No. 3309 probate docket of the distffict court of the parish of St. Martin, bounded north by Marsh lands, south by Morgan's La. and Tex. Railroad and S. S. Co., east by lot No. five, and west by _______ adjudicated to the Billeaud Sugar Factory, composed of appearers, at the probate sale of said estate on Dec. 24, 1910, recorded February 23, 1912, in book 42, folio 705 under No. 36250 of the recorder's office of the parish of St. Martin.

31. That certain plantation known as the Huron Plantation, formerly known as the Stephanie Plantation, situated in the parish of St. Martin, bounded on the upper line or north by the property known as Bushville, formerly owned by Aladdin Durio, and on the south or lower line by the property of Charles Lastrappes and others, on thereit east by the public lands and others, and on the west by Bayou Teche, consisting of a part of the Martin-Duralde confirmation, the Louis Veillon tract, the Jean Henry Lastrappes tract, the J. LaSalle tract, the Jean Henry Lastrappes tract, and a small portion of the Pierre Guidry tract, fronting on the Bayou Teche, and the land in the rear thereof. The whole is more fully described on the plan and survey thereof made by S. V. Martin, U. S. Deputy Surveyor, dated August 10th, 1888, a copy of which is on file in the office of the clerk of the District Court of the parish of St. Martin, with the exception of several tracts of land included in the above description aggregating four hundred and thirteen 59/100 arpents, being lots numbers(23) twenty three, twenty four (24) fifty nine (59) sixty (60, fourteen (14), thirty three (33), and one hundred and fifty (150) as shown on said map. The entire tract containing seven thousand one hundred and ninety four 93/100 arpents, more or less, and deducting said four hundred and thirteen 59/100 arpents, leaving six thousand seven hundred and eighty two 34/100 arpents, more or less; being the same property purq by the appearer, M. Billeaud, Jr., from himself and the other appearers and subsequently acknowledgedby deeds recorded, on the thirteenth 1904, from the Huron Land Company by act No. 30645, Con. Book 276 of the recorder's office of the parish of St. Martin; al tract of land with all improvements thereon containing fig

a portion of the southwest quarter of section four in township eight south of range six east, now forming part of the said Huron plantation, acquired by the appearers May 3rd, 1910, from Michel Duplechin and Clebert Roy by act No. 34980, recorded in book 67, folio 546, recorder's office of the parish of St. Martin, which together with the area of the said Huron Plantation as aforesaid, makes a total area, including this portion, of six thousand eight hundred and thirty two and 34/100 arpents, more or less.

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Appearers further declared that they now desire to put an end to their ownership in common of all of the above described property and make a partition in kind thereof between them, with the exception of a certain portion of the tract of land herein described as No. one, containing twenty (20) superficial arpents along the east side of the right of way of Morgan's Louisiana and Texas Railroad and Steamship Company, together with the sugar refinery and outhouses thereon situated, the location thereof being shown on the map or plan marked No. one and hereto annexed; said tract starting on the east side of said railroad right of way at its intersection with the division line of the tract of land described under No. one and the land of the estate of J.G. St. Julien of a width of - Three aspents _ fest running along said right of way a sufficient distance, in parallel lines, to make twenty arpents, which said tract of twenty arpents with the refinery and other improvements is now and shall be used by the Billeaud Sugar Factory, a partnership composed of appearers, as heretofore, and for such time as they may agree upon; said tract being bounded North, south and east by that part of lot No. one hereinafter allotted to appearer, M. Billeaud, Jr., and on the west by right of way of Morgan's Louisiana and Texas Railroad and Steamship Company.

Appearers further declared that the tract of land described as lot No. TEN of this act, NO. ONE of this act, the tract of land described as lot NO. ELEVEN of this act, and the tract of land described as lot NO. ELEVEN of this act, and the tract of land described as lot NO. THIRTY ONE of this act, in order to make this partition as agreed upon, have been subdivided, into several lots, to be allotted to the parties hereto, as follows, each lot or portion of said tract so subdivided to be considered and referred to herein by the number assigned to each respectively in this act, to-wit-:

No. 32. That certain tract of land, together with all improvements situated in the parish of Lafayette, containing seventy eight arpents, bounded North, east and west by public road leading from Broussardville to St. Martinville, and south by the portion hereinafted allotted to M. Billeaud, Jr., and Paul Billeaud; said tract being the northwest portion of the tract of land described as lot No. one and acquired by M. Billeaud, the author of appearers, by act No. 7132 of the recorder's office of the parish of Lafayette.

No. 33 That certain tract of land, together with all improvements situated in the parish of Lafayette, containing NINETY FIVE 36/100 arpents, bounded North by the property herein allotted to M. Billeaud Jr., or public road between, south by land of J. A. Landry, east by property herein allotted to Paul Billeaud, or public road between, and west by public road; being the southwestern portion or corner of lot described under No. one of this act and being the same property acquired by M. Billeaud, the author of appearers, by from Althea Taylor wife of Eraste Landry, Eraste Landry, by acts passed before Geo. Malagarie, notary, Jan. 15, 1901, and duly recorded.

No. 35. That certain tract of land of irregular shape or dimensions, containing four hundred and seventy five 76/100 arpents, bounded north by lot described under lot No. 32 of this act, in part, and by public road

leading from Broussardville to St. Martinville, east by land of Geo. Malagarie, Lucien St. Julien, public road leading from Broussardville to Duchamp, Paul Breaux, and the Jacquet heirs, south by land of Mrs. Adeol Landry and others, and west by the tract of land described herein under lot No. thirty four.

No. 36. That certain tract of land, together with improvements, situated in the parish of Lafayette, containing five hundred and eleven 36/100 arpents, bounded North, or above, by land of Christian Steiner and Guillaume Herpin, or assigns, east by public road leading from Lafayette to Abbeville, land of Guillaume Herpin, Robert Broussard, and others, or assigns, and south by property herein after described under No. 37 of this act; same being a portion of section sixty one and sixty two, township ten, south, range four east, and being the northern portion of the tract of land described in this act as lot No. TEN; said land having such form and dimensions as shown by plat hereto annexed; this tract is bounded on the west by Vermillion River.

No. 37. That certain tract of land, containing eight hundred and ninety two 81/100 arpents, (892.81), together with all improvements, bounded North by tract of land described under No. 36 of this act, south by land of E. L. Estorge, allotted to him in the partition of even date herewith, east by public road leading from Lafayette to Abbeville, and west by Vermilion River; said tract being a portion of section sixty two, tection 65, and a portion of section sixty six, section eighty six, and other public lands, township ten, south of range four east; which tract of land has the form and the dimensions as shown on plat hereto annexed, and being the middle portion of the tract of land known as the LONG PLANTATIONWand the southern portion of the tract of land herein described as Lot No. ten.

No. 38. That certain tract of land, situated partly in the parish of Lafayette and partly in the parish of St. Martin, containing one hundred and thirty four 39/100 arpents, bounded North by Bayou Tortue, and in part

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by land of Edgar Breaux and others, south by land known as Caesar Labbe tract, east by the tract of land described under No. 22 of this act and known as the Duchamp tract; said tract comprising section sixty seven, township ten south of range five east, known as the Euclide St. Julien tract, which forms the eastern portion thereof, and so much of said tract adjoining said section sixty seven and forming part of section sixty eight, the whole depth as to make one hundred and thirty four 39/100 arpents; this tract being the eastern portion of the tract described under No. eleven.

That certain tract of land containing seventy five arpents,

bounded North by the tract of land described under lot No. twelve of this partition, south by land of heirs of Adrien Labbe, east by the remainder of this tract, if any, and west by land described under lot No. thirteen of this partition and land of Mrs. Cecile Broussard wife of J. P. Breaux and others; said tract having an irregular shape, as shown on map or plat No. 2 hereto annexed; said seventy five arpents to be taken from the eastern line of the tract of land described herein under No. eleven, its whole depth, north and south, with a sufficient width, east and west, to make the said quantity. No. 40. That certain tract of land, together with all improvements, situated in the parish of St. Martin on the east bank of Bayou Teche, containing eight hundred and seventy two and 28/100 arpents (872.28), and being the western portion of section forty eight, township eight south, range six east; said tract running north and south between parallel lines and being of sufficient depth north and south to make said quantity; said tract being the northern portion of the Huran Plantation herein described under No. thirty one; said tract having such forms and dimensions as shown on the plat hereto annexed and herewith identified, and being designated thereon as lot No. one.

No. 41. That certain tract of land, together with all improvements; situated in the parish of St. Martin on the east bank of Bayou Teche, containing eight hundred and seven 28/100 arpents, bounded north by the tract des-

cribed under No. FORTY of this act, south by the tract described under No.

FORTY TWO of this act, and west by Bayou Teche; said tract being a portion of sections forty sight, forty nine, and fifty, and fifty three of township eight south of range six east of sufficient width on said Bayou Teche running a depth equal to the depth only of section forty eight to make said quantity; said tract being the middle portion of the Huron plantation fronting on said Bayou and described herein under NO. THIRTY ONE and designated on the plat hereto annexed as lot No. two and having such forms and dimensions as thereon indicated.

That certain tract of land, together with all improvements. situated in the parish of St. Martin on the east bank of Bayou Teche, containing one thousand and fourteen and 28/100 arpents; bounded North by tract described under NO. FORTY ONE, south by land of Charles Lastrappes and others, or assigns, and on the west by Bayou Teche; said tract comprising a portion of section fifty, section fifty three, section fifty four, fifty five, and portion of section fifty two, township eight, south, range six east, said tract including only that portion of section fifty two within the leves constructed a short distance east and west and running across said section so as to make one hundred arpents; said tract being the southern portion of the Huron plantation, fronting on said river or bayou running the whole depth of sections 50, 53, 54, and of 55, except the middle portion of section 55 which is not owned by appearers; which tract has such forms and dimensions as shown on the plat hereto annexed and is designated thereon as lot No. three; this tract being a portion of the land described under No. thirty one of this act. That certain tract of land situated in the parish of St. Martin, Louisiana, together with all improvements, containing FOUR THOUSAND ONE HUNDRED AND THIRTY EIGHT 50/100 arpents, mostly being swamp land, bounded North or the upper line by property known as Bushville, formerly owned by Aladdin Durio and others, on the south or lower line by the property of Chas. Lastrappes and others, on the east by public lands, and others, and on the west by the tracts of land herein described under lots Nos. forty, forty one, and forty two of this aca; said property being the western portion of the Huron plantation herein described under number thirty one.

The switch and derrick located on the tract described under No. thirty one of this act, and subdivided, as aforesaid, are reserved by way of servitude for the benefit of the portions of said tract described under nos. forty, forty one, and forty two; and the right of passage and of way at places least inconvenient for wagaons and vehicles and pedestrians is hereby reserved in favor of said lots forty, forty one, and forty two, over each other for the purpose of hauling the produce thereof to said switch and derrick.

A right of way for wagons, vehicles and pedestrians, as well as for the purpose of building tram roads to haul sugar cane to and from the refinery located on the twenty arpent tract herein above described, is hereby reserved in favor of the several tracts of land hereinabove described over each other at places least inconvenient.

A right of way is hereby reserved in favor of all the tracts of land above described for wagons, vehicles and pedestrians over that certain road on the west of that certain tract of land originally forming part of lot NO. ONE of this act but subdivided and now described under Number EXEKTIMENT TWO of this act.

Appearers further declared that they have caused plats of the form, dimensions, area and locations of the different tracts herein above described to be made on maps which are hereto annexed and herewith identified, with the Number thereon according to this act of partition, for more certainty as to location and description, and which are made part of this act.

Appearers further declared that of the several tracts of land with improvements thereon herein above described, except the twenty arpent with the refinery, as aforesaid, have been divided by mutual consent between them, as follows, to-wit-:

MARTIAL BILLEAUD, JR., takes for his distinct share and portion the tracts of land herein above described under Numbers fourteen (14), nineteen (19), thirty four (34), thirty seven (37), and forty one (41); and the undivided one third of the tract of land described under lot No. forty three;

MRS. ALICE BILLEAUD wife of HEBERT BILLEAUD, takes for her distinct

share and portion the tracts of land hereinabove described under Nos. twenty two (22), twenty three (23), thirty six (36), and thirty eight (38);

CHARLES BILLEAUD takes for his distinct share and portion the tracts of land herein above described under Nos. two (2), three (3), twelve (12), thirteen (13), fifteen (15), sixteen (16), seventeen (17), twenty one (21), twenty nine (29), thirty two (32), thirty nine (39) and forty (40); and the undivided one third described under number forty three (43).

PAUL BILLEAUD takes for his distinct share and portion the tracts of land hereinabove described under Nos. twenty eight (28), thirty (30), thirty five (35), and forty two (42); and the undivided one third of the tract of land described under No. forty three (43).

MISTRESS EULALIE BILLEAUD, widow Alphonse Comeaux, takes for her distinct share and portion the tracts of land hereinabove described under Nos. five (5), six (6), seven(7), eight (8), nine (9), twenty four (24), twenty five (25), twenty six (26), twenty seven (27), and thirty three (33).

The property herein allotted to and taken by M. Billeaud, Jr., exceeds in value his portion thereof by the sum of three thousand three hundred and seventy 76/100 dollars, which amount he has paid in cash to the other co-owners, receiving less than their portion in value, as hereinafter stated, which is hereby acknowledged and for which due acquittance is herein granted.

The property herein allotted to and taken by CHAS. BILLEAUD, exceeds in value his portion thereof by the sum of seven hundred and seventy nine 68/100 dollars, which amount he has paid in cash to the other co-owners receiving less than their portion in value, as hereinafter stated, which is hereby acknowledged and for which due acquittance is herein granted.

The property herein allotted to and taken by PAWL BILLEAUD, exceeds in value his portion thereof by the sum of seven hundred and forty four 06/100 dollars, which amount he has paid in cash to the other co-owners receiving less than their portion in value, as hereinafter stated, which is hereby acknowledged and for which due acquittance is herein granted.

The property herein allotted to and taken by MISTRESS EULALIE BIL-LEAUD, widow of Alphonse Comeaux, is less in value than her portion thereof by the sum of NINETEEN HUNDRED AND NINETY SIX 94/100 DOLLARS, which amount in order to equalize her with the other co-owners was paid in cash to her, which is hereby acknowledged and for which due acquittance is herein granted. The property herein allotted to and taken by MISTRESS ALICE BILLEAUD wife of HEBERT BILLEAUD, is less in value than her portion thereof by the sum of TWENTY EIGHT HUNDRED AND NINETY SEVEN 54/100 DOLLARS, which amount in order to equalize her with the other co-owners was paid in cash to her, which is hereby acknowledged and for which due acquittance is herein granted.

Appearers further declared that they do, by these presents, code grant and transfer to each other, free from all incumbrances, with full warranty of title, and with subvogation of all their rights and actions of warranty against previous owners, all the lands herein above described and allotted to each, respectively, delivery and possession whereof being acknowledged.

Appearers further declared that whereas the assessment rolls of the parish of Lafayette and St. Martin for the year 1913 are not completed they are unable to pay the taxes assessed against the said tracts of land at this time; that they have and do hereby agree to pay the said taxes, share and share slike, when they become due and exigible.

Appearers further declared that the growing crops on the said tracts of land are reserved and are not included in this partition, the same to be and to remain the property of the appearers in common, and to be dispose by Martial Bolleaud, Jr., the Manager in chabge, as usual; and said traction and to remain under his control as such for the purposes of the cultivation and harvesting said crops.

And to these presents, personally came and appeared MARTIAL BILLEAUI widower of Lucille St. Julien, now married to MARTHA SINGLETON, widow of Artoine Guidry, who declared that on September 4th, 1903, by act No. 2916; and the other appearers herein entered into a partition and settlement community existing between him and his first wife, Lucille St. Julimother of the said appearers, whereby a large portion of the approperty was allotted to the said appearers; that the propert them exceeded in value the property allotted to him by ONE H DOLLARS, he retained a special mortgage and vendor's privil security for the payment of the said amount, less the sum hundred dollars paid in cash, and represented by the foll by the said appearers, payable to his order-:

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NO. THREE, for five thousand dollars, payable January 1, 1905;
NO. FOUR, for five thousand dollars, payable January 1, 1905;
NO. FIVE, for ten thousand dollars, payable January 1, 1906;
NO. SIX, for ten thousand dollars, payable January 1, 1907;
NO. SEVEN, for ten thousand dollars, payable January 1, 1908;
NO. EIGHT, for ten thousand dollars, payable January 1, 1909;
NO. NINE, for ten thousand dollars, payable January 1, 1910;
NO. TEN, for ten thousand dollars, payable January 1, 1911;
NO. ELEVEN for ten thousand dollars, payable January 1, 1912; and

bearing interest at the rate of eight per cent per annum from maturity, respectively.

And the said Martial Billeaud further declared that the above named appearers and makers of said notes have paid to him all of said notes in capital and interest; that he has surrendered the said notes to them duly receipted, and the recorder of mortgages is hereby authorized to cancel the mortgage securing their payment; further that he hereby recognizes an absolute title to the property herein divided andacquired by said act of September 4th, 1903, in favor of said appearers.

The parties dispense with the production of the certificate required under article 3364 of the Revised Civil Code of this state.

THUS DOIL AND SIGNED IN DUPLICATE FOR THE PURPOSE OF RECORDATION IN THE PARISHES OF LAFAYETTE AND ST. MARTIN, AT LAFAYETTE PARISH, LOUISIANA, ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN, IN THE PRESENCE OF MESSRS.

competent witnesses who sign with the appearers and me, officer, after due reading of the whole.

WITNESSES:

Oreher Collocation 75, Beauxail

Milliandy Enlatie Billeaux Tack Dilleaux Tobice Billeaux Millians

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NOTICE OF SUIT.

NOTICE IS HEREBY GIVEN that suit has been filed in the EICHTEENTH JUDICIAL DISTRICT COURT OF LOUISIANA, in and for the Parish of Lafny, ette, by AGNES CHARGOIS as plaintiff, against LOSEPH A. CHARGOIS, as defendant, under the title of ANNES CHARGOIS VERSUS JOSEPH A CHARGOIS, NUMBER 1321, filed June 24, 1913, the object of the suit and the description of the property sought to be affected thereby being showin by a copy of the said petition, which is attached herewith and makes a part bereof.

Jerous reoners

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TO THE HONORABLE, THE EIGHTEENTH JUDICIAL DISTRICT COURT OF LOUIS-IANA, IN AND FOR THE PARISH OF LAFAYETTE.

The petition of AGNES CHARGOIS, with respect REPRESENTS:

I,

That she is over the age of twenty-one years, and she is a resident of Lafayette Parish.

II.

That she is the marriage of Joseph A. Chargois and Ada Castille.

III.

That of the marriage between her father and mother there were born Edward I the fellowing named children: Agnes, your petition, Richard, Edwin A; Martha, Joseph C. and James G. Chargeis, all of whom are living and of age, except James G. Chargeis, who is dead.

IY.

That her mother, Ada Castille, died, intestate, in the month of February, 1893.

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That the said James G. Chargois, issue of the marriage between her father and mother, died a short time after the death of the said Ada Castille, and the said child being in infancy at the time of his death.

VI.

That her said father contracted a second marriage with Corn Bride July 19, 1894.

VII.

That her said father andhow a resident of the Parish of Lafayett.

That the marriage between her said father and mother was contracted underwhale regime of the community of acquets and gains.

IX.

That at the time of the death of her mother, the following described property belonging to the community of acquets and gains which existed between her father and mother, to-wit:

- a. A certain tract of land, together with the imprevements thereon, situated on the west bank of Bayou Vermilion, in the parish of Lafayette, Louisiana, having a front of four arpents on the said Bayou by the depth se as to make seventy—five and 52/100 (75.52) arpents, in accordance with plan of survey made by General Frank Gardner, dated July 27, 1868, which tract of land is bounded north by the lands of Sidow Charles Z. Martin, or assigns, south by land of Alexander Meuten, or assigns, east by Bayou Vermilion, and west by the land of C. T. Patien, or assigns.
- b. A certain tract of land, situated in the parish of Lafayette, Louis-iana, tegether with the improvements thereon, measuring one hundred argents; bounded north by the land fermerly belonging to Clarisse Martin, now belonging to the Southern Mut Mursery Company, south by a right of way asparating land of Alfred Hebert, form erly belonging to Mrs. Charles Z. Martin, east by land fermerly belonging to William Green, and west by land now belonging to Rasul Gerse.
- e. A certain lot of ground, together with the improvements thereon, situated in the city of Lafayette, parish of Lafayette, Louisiana, having a front of fifty-two and one half feet on East Vermilion street by a depth of ninety six feet; while the same a pertion of lot numbered two hundred and fifty on the map of the tewn of Lafayette, made by General Frank Gardner, filed in the office of the clark of court of Lafayette Parish; bounded north by lot 241 of the said map, south by East Vermilion street, east by Adem street and west by property of R. B. Tanner.
- d. A certain portion or let of ground, situated in the city of Lafayette, Parish of Lafayette, Louisiana, being a portion of let forty nine of the town of Lafayette, and being the northeast pertion thereof, said portion having a front on Madison street of forty eight, forth depth of about sixty feet, bounded north by let forty-eight, south by a portion of let fortynine, east by Madison street and west by a pertion of let fortynine.

A certain tract of prairie land, situated in Vermilien parish, Louisiana, containing eighty 98/100 acres, being the south one half of south east quarter of section five, township eleven, south R. three east.

- A certain trast of prairie land, in Vermilion Farish, Louisiana, containing forty one arpents; bounded north by land of widow A. Dartes, south by Deplesis and Fessin Trahan, east by Fartial Broussard and west by Mrs. Paul Reusselle.
- The undivided half of a parcel of land, situated in Valcourville,

ı.

Petitioner avers that she is, in her capacity of heir of her mother and her deceased brother, James G. Chargois, the owner of an undivided nine-one hundred and twelfths (9-112ths) of all the property belonging to the community of acquets and gains which existed between her father and mother, and particularly the above described property.

the usufrust of the interest which petitioner and the other children had in the said preparty, from the time that the second marriage was contracted.

XII.

That en and after May 26, 1894, certain proceedings, hereinafter referred to, were taken in the succession of her mother, Ada Castille, under number 2011, of the probate decket of this Honorable Court, all of which proceedings are mull, void and of no effect, for the reasons hereinafter assigned.

XIII.

Petitioner avers that her said father was never legally confirmed or qualified as her natural tutor.

YIX.

Petitioner avers that there never was appointed an under tuter to represent her in the matter of the succession of her said mother, and particularly in the proceedings therein taken.

XY.

Petitioner avers that the eath taken by her father, on June 9, 1894, as her natural tutor, and the registry of an abstract of inventory in the records of the parishes of Lafayette and Vermilion were and are null, void and of no effect; for the reason that he was never confirmed as her natural tutor, as the law requires.

XVI.

Petitioner avers that the oath taken by Galbert Bienvenue as her under-tutor on June 9, 1894, was and is null, void and of no effect for the reason that no appointment was made of the said Galbert Bienvenue as such.

XYII.

Petitioner avers that the order granted by William B. Bailey, elerk of court of Lafayette Parish, on June 5, 1894, ordering that a commission issue to a Notary Public to convoke a family meeting on behalf of petitioner and co-heirs, they all minors, and the commission issued thereunder were and are mull, void and of no effect for the reason that the said Joseph A. Chargois had not then, and has not since, been confirmed and qualified as petitioner's natural tutor: and for the additional reason that no one had then, and now one has since, been appointed as petitioner's under sutor.

XYIII.

And petitioner further among that the family meeting held before Douglas A. Cochrane, Notary Public, on June 1 house, on bahalf of petitioner and se

Then all minor

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deseph A. Chargois, petitioner's father, had not been legally confirmed as petitioner's natural tutor at the time of the convecation of the same: and for the additional reason that petitioner had no under-tutor, legally named, to represent her therein.

XIX.

Petitioner avers that the recommendations made by said family meeting advising the adjudication of the property belonging to the community which existed between petitioner's father and mother, and the order homologating the same, signed by William B. Bailey, clerk of court for bafayette Parish, June 18, 1894, were and are null, void and of no effect for the reason hereinbefore given.

XX.

Pstitioner avers that the alleged adjudication of the property of the said community, hereinbefore described, to said Jeseph A. Chargoss was and is null, wold and of no effect for the reasons hereinbefore assigned; and for the additional reason that there has been no legal judgment formally adjudicating the said preparty to the surviving parent, Joseph A. Chargois.

XXI.

And petitioner further avers that there has been no recording of a judgment or decree of court formally adjudicating the property held in common by petitioner and co-hairs to the said Joseph A. Chargois, surviving parent, in the mortgage records of the parishes of Lafayette and Vermilion, where the property of said community is situated, as required by law, and particularly, by article 2363, of the Revised Statutes of this State.

XXII.

That for the reasons here assigned, all the proceedings taken in said succession of petitioner's deceased nother, hereinbefore referred to, and partimularly said pretended adjudication are null, void and of no effect, and any inscription thereof in the records of the clerks of court for the parishes of Lafayette and Vermilion should be erased and cancelled.

XXIII.

And petitioner avers that Joseph A. Chargois is indebted unto her in the just and true sum of 9/112th of the sum of five dollars per year per arpent for rent and revenues of the tract of land, containing seventy five and 52/100 arpents, which tract of land is described hereinabove under letter a hereinabove, since July 19, 1894, the time that the said Joseph A. Chargois contracted a second marriage.

XYTY.

And petitioner avers that the said Joseph A. Chargois is justly and truly indebted unto her in the additional sum of 9/112th of the sum of five dollars per year per arpent for the rents and revenues of the tract of one hundred arpents hereinbefore described under theletter b., herein, since July 19, 1894.

XXY.

And petitioner avers that the said Joseph A. Chargois is truly unto her and justly indebted/in the sum of %/112th of the sum of Twenty dellars per month for the rents and revenues of the lot of ground hereinbefore described under the letter charein since July 19, 1894.

XXVI.

And patitioner further awars that the said Jeseph A. Chargois
/9/112th of the sum of/
is justly and truly indebted unto her in the sum/of five dollars per month for the
rests and revenues of the lot of ground described under the latter d. herein, since
July 19, 1894.

XXVII.

And petitioner further avers that the soid Joseph A. Chargois is just any and truly indebted unto her in the sum of 9/112th of the sum of three dellars parpent per year, I or the rents and remember of the tract of land herein described under letter s. Successful 19

FIGREFORE, petitioner prays that the said JOSSPH A. CHANGOTS be said cited to answer this patition to med after to malipronsedings has, that there be judgment decreeing your petitioner to be the owner of an undivided nine-one hundred and twelfth (9/11284) of the preparty of the osmunity which existed between the scid Joseph A. Chargois and the said Ada Castille, more particularly described in this petition: that this judgment decree that the said Joseph A. Chargois has lost the usufruct of petitioner's interest in the said property since he has contracted a second marriage, as herein alleged: that all the proceedings taken in the succession of Ada Castille be decreed mull, wold and of no effect for the reasons herein assigned: that judgment be rendered decreeing that the said Joseph A. Chargeis was never legally Fairned as petitioner's natural tutor: that juigment be rendered decreeing that no -tutor was ever appointed to represent politioner in the said succession proceedings: that the only taken by Joseph A. Chargois, as natural tutor, and Gelbert Bienvenue, as a for-tular, be declared mull, wold and of me effect! that the order grantby William B. Triley June 5, 1894 ordering the convocation of a family meeting and

ily meeting convened before Deuglas A. Cochrane, Notry Public, June 9, 1894, on behalf of petitioner and co-heirs be deel fed mill, reid and of no effect: that the recommendations made by the said family meeting for the adjudication of the property held in common by Joseph A. Chargois and petitioner and co-heirs, and the order homelogating the same, signed July 18,,1894, be declared mull, wold and of no effect: that this alleged adjudication be declared mull, void and of no effect for the reasons assigned in this patitions and particularly for the reason that there has been no resording of a judgment or decree of court formally adjudicating the property held in common by petitioner and co-heirs to the said Joseph A. Chargeis in the mortgage records of Lafayette Parish and Vermilion parish, in which the said property is situnted: and that all the proceedings taken in the said succession be declared mull. wold and of no effect, and that petitioner have judgment against the said Joseph A. Chargois condemning him to pay her the 9/112th for the rents and revenues d property described under the letter "a" at the rate of five dollars per year July 19, 1894: and in the further sum of 9/112th, for the rents and revenues of the property described under the letter "b" herein at the rate of five dollars per arpent per mear since valle 19, 1094; and in the further sin of 9/112th for the rents and revenues of the property described wither the latter of berein at the twenty dollars per month since Jely 19, 1894, and in the further su the rents and rever the property described under the let s of five d Maince July 19, 1894; and in the the rents and the le rate of three dellars pl AND AND

STATE OF LOUISIANA PARISH OF LAFAYETTE.

AGNES CHARGOIS, who being duly sworn, says: That she is the patitioner in the above and foregoing patition; that she has read the same, and that all the allegations of fact therein contained are true and correct.

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24 DAY OF JUNE, A. D., 1913.

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State of Louisiana, Parish of Lafayette.

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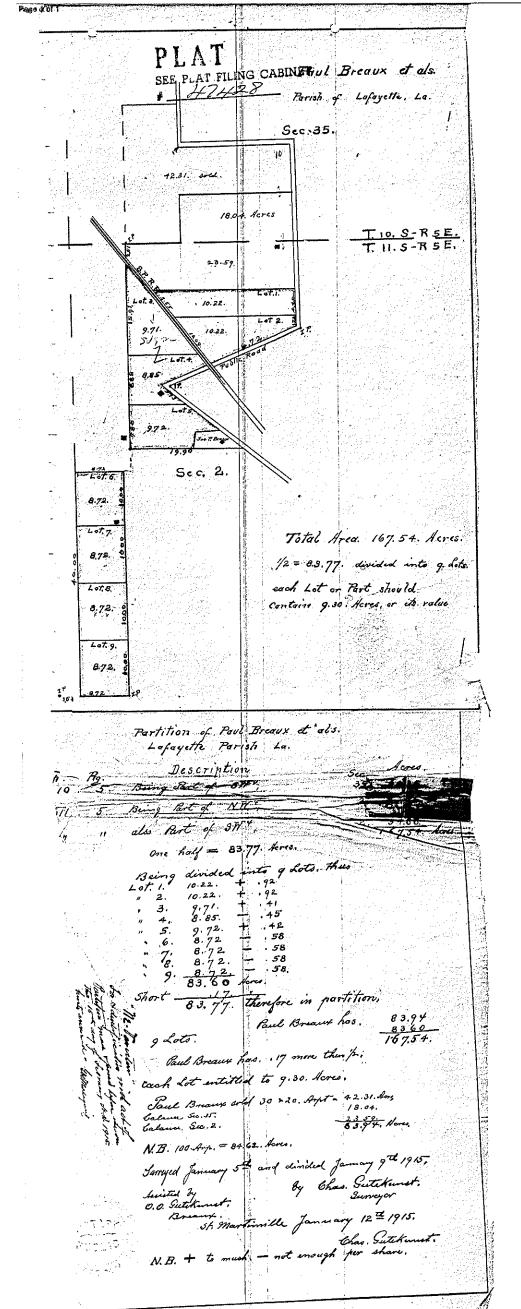
BE IT KNOWN, That on this	17 5	day of February	<i>14</i>
in the year of our Lord nineteen hundre	ed and	(1915)-	before me,
Glorge Maragans		Notary Public in and for	said Parish and State,
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and orward of the said	I Tanah & sta		*********
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present, accepting and purchasing for	umuf and	heirs and assigns, and a	čknowiedging delivery
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This sale is made and accepted for and in consideration of the sum of Americana form
Hundred and fifty (\$3750.00/100) Dollars, cash in hand paid, for
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Purchaser dispense with certificate required by article 3364 of the Revised Civil
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ence of 6.6. It with and and for I hearts
Conspetent witnesses, who sign with appearers and me, officer, after due reading of the whole. The Vender having not knowing to sign made his manner means?
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STATE OF LOUISIANA ; PARISH OF LAFAYETTE.

BE IT KNOWN that on this TILL February, in the year of our Lord, nineteen hundred and sixteen, before me, GEORGE MALAGARIE, a notary public in and for said parish and state, and as such duly commissioned and qualified, personally came and appeared, J. NAPOLEON BREAUX, a married man the maiden name of whose wife is Esther Taylor, Ovey Breaux, a married man the maiden name of whose wife is Martha Billeaud, Joseph P. Breaux, a married man the maiden name of whose wife is Cecile Broussard, Mathilde Breaux, wife of Honora Girouard, and her said husband to assist and authorize her, Eledia Breaux, wife of Med Bernard, and her said husband to assist and authorize her, Gustave R. Bresux, a married man the maiden name of whose wife is Louise Stelly, residents of the parish of Lafayette, Louisiana, Theodora Breaux, wife of Andre H. Mallet, and her said husband to assist and authorize her, Lea Breaux, wife of Thelismar Richard, and her said husband to assist and authorize her, residents of the parish of St. Landry, Louislana, Lula Breaux, wife of John W. Fraves, duly authorized by her said husband as per authentic act hereto annexed, residents of the parish of Caldwell, Louisiana, Moise Breaux, an emancipated minor over the age of eighteen years, as shown by certified copy of judgment annexed to act of partition between Paul Breaux and the appearers herein, a resident of the parish of Calcasieu, Louisiana, and J. C. Comler, hereinacting as the agent and attorney in fact of his wife, Alida Breaux, a resident of the parish of St. Landry, Louisiana, as per power of attorney, in authentic form, hereto annexed, and also as the attorney in fact and agent of Flavi Robin Synott, tutrix, and OLIVER T. SYNOTT, co-tutor, of Dewell Breaux, with authority to sign this deed and collect the share of the said minor in the purchase price thereof, under and by virtue of the recommendations of a family meeting held in the interest of the said minor on the thirteenth day of January, 1916, convened on the application of the said tutrix and co-thtor by petition addressed to

the Fifteenth Judicial District Court of this state, in and for the parish of Calcasieu, in re tutorship of Dewey Breaux, No.,2360 of the docket of the said court, and duly homologated by the Hon. Winston Overton, Judge of the said court, on January 13th, 1916, as shown by certified copy of the petition praying for the homologation of said recommendations, the proces verbal of the said family meeting, and the judgment of homologation, hereto annexed, and made part hereof, which power of attorney is also hereto annexed, who declared that for the purpose of making a partition thereof, and in compliance with said recommendations of said family meeting duly homologated in so far as the interest of said minor, Dewey Breaux is concerned, they do, by these presents, sell, transfer, and deliver, with full guarantee of title, and free from all incumbrances, and with subrogation to all theirs rights and actions of warranty against previous owners, unto PAUL BILLEAUD, a married man the maiden name of whose wife is LAURENCE LACAZE, here present, accepting and purchasing fro himself, his heirs and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit:-

That certain tract of prairie land, together with all improvements, situated in the parish of Lafayette, Louisiana, ontaining forty eight arpents insuperficial area, bounded on the north by land of Paul Billeaud, the purchaser, on the south by land of J. Napoleon Breaux, on the east by public road leading from Broussard to Duchamp Station, and west by private road, the property of the Billeaud Sugar Factory;

Also that certain tract of swamp land, containing surteen arpents in superficial area, and same being bounded as ollows: north by Bayou Tortue, south by land of J. O. Girouard, ast by land of Ardre Mhire, and west by land of J. O. Girouard.

Also all and singular the personal and movable proerty as shown in the inventory made by George Malagarie, notary polic, and Leonidas L. Broussard and Anatole Montet, appraisers, 1 December 27th, 1915.



This sale is made and accepted for and in consideration of the sum of FIVE THOUSAND AND FORTY NINE 52/100 dollars, cash in hand paid to said vendors by the said purchaser for which due acquittance is herein granted; the share of the said minor being sold for and in consideration of the sum of ONE HUNDRED AND FORTY 27/100 dollars, cash in hand paid by the said purchaser to the said J. C. CORMIER, agent and attorney in fact of the said FLAVI ROBIN SYNOTT, tutrix, and of OLIVER T. SYNOTT, co-tutor, of the said minor, duly authorized to execute this deed and receive the said price, as aforesaid, and for which due acquittance is hereby acknowledged to the said purchaser.

The purchaser dispenses with the certificate required by article 3364 of the Revised Civil Code of this State.

Thus done and passed at the parish of Lafayette, La., on the day and date first above written, in the presence of MESSRS. and M. Brewers AND

Wille

Pmaus competent witnesses, who sign with the appearers and me, officer, after due reading. Internal revenue stamps to the amount of \$3.00

attached and canceled.

WITNESSES:-

Willis Boreaux,

Semany may makes



STATE OF LOUISIANA - PARISH OF CALDWELL.

Appearer further declared that he does hereby authorize his wife to appoint an agent or special attorney in fact with power and authority for her and in her ame to sell at private sale, together with the other heirs of the said PAUL BREAUX, all, or in portion, of the property inherited by them from him at such price and under such terms and conditions as she and said heirs may see proper.

That said property is situated in the parish of Lafayette and consists of movables and immovables as carried on the inventory of said estate and more particularly the following described real estate, to wit:

That certain tract of prairie land, situated in the parish of Lafayette, Louisiana, containing forty-eight arpents in superficial area, bounded on the north by land of Paul Billeaud, on the south by land of J. Napoleon Breaux, on the east by public road leading from Broussard to Duchamp station and wast by private road, the property of Billeaud Sugar Factory:

Also that certain tract of swamp land, containing fourteen arpents in superficial area, and same being bounded as



follows: north by Bayou Tortue, south by land of J. O. Girouard, east by land of Andre Mhire, and west by land of J. O. Girouard;

Also all and singular the personal and movable property as shown in the inventory made by George Malagarie, notary public, and Leonidas L. Broussard and Anatole Monte, appraisers, on December 27, 1915.

Appearer hereby ratifying all the acts of his said wife within the scope of this agency and giving to them the same force and effect as though performed with him personally.

Thus done and passed at the Parish of Lafayette,

Louisiana, on the day and date first above written in the present of AND AND Meatherfore competent witnesses, who sign with the appearer, and me, afficer, after due reading.

WITNESSES.

A. A. Re uditt



STATE OF LOUISIANA - PARISH OF CALCASIEU.

BE IT KNOWN that on this the Third day of Vanacry in the year of our Lord, nineteen hundred and sixteen, before Milliam Oldense, a notary public in and for said parish and state, and as such duly commissioned and qualified, personally came and appeared MRS. FLAVIE ROBIN SYNOTT, hereinacting in her capacity of tutrix of her minor child, Dewey Breaux, and authorized herein by her husband, OLIVER T. SYNOTT, also present, and hereinacting also in his capacity of co-tutor of the said minor, residents of said parish, who declared, that upon therecommendations of a family meeting held before Chas. R. Cline, notary public in andfor the parish of Calcasieu, on January 13th, 1916, duly approved and homologated by the Honorable Winston Overton, Judge of the 15th Judicial District Court of this state, in and for the parish of Calcasieu, on January 13, 1916, appearers are authorized, in their said capacities, to execute in the name of the said minor and for his benefit a sale for cash for the sum of one hundred and forty 27/100 dollars, for the interest of said minor consisting of the undivided one thirty-sixth of all the property, as a whole, together with the major heirs, belonging to the succession of Paul Breaux, his deceased grand-father, the whole to be sold for the sum of five thousand and forty nine 52/100 dollars, cash, to Paul Billeaud; said property, rights and credits, being fully described in the inventory of the said estate, which is specially referred to for more certainty as to description, and more particularly the following immovables, situated in the parish of Lafayette, state of Louisiana, to-wit:-

That certain tract of land, with all improvements, containing forty eight arpents in superficial area, bounded as follows: on the north by the land of Paul Billeaud; on the south by land of J. Napoleon Breaux; on the east by the public road leading from Broussard, La., to Duchamp station; and west by

That certain tract of swamp land, containing the teen arpents in superficial area, and same being bounded as follows: north by Bayou Tortue; south by land of J. O. Girouard, east by land of Andre Mhire, west by land of J. O. Girouard.

Also all and singular the personal and movable property as shown in the inventory made by George Malagarie, notary public, and Leonidas L. Broussard and Anatole Monte, appraisers, on Dec. 27, 1915.

Appearers further declared that they do by these presents, appoint and constitute ..., their special agent and attorney-in-fact, with power and authority for them and in their name and stead, to sign and execute said act of sale of the interest of said minor, and of the above described property as a whole, together with the major co-owners and co-heirs of the said Paul Breaux, and to receive the share of said minor out of the purchase price, say, the sum of one hundred and forty and 47/100 dollars, and to grant due acquittance therefor; appearers hereby ratifying all the acts of said agent within a scope of this agency and giving them the same effect as though performed by themselves.

Thus done and passed at the Parish of Calcasieu on the date, month and year first above written in the presence of MESSRS. Musfuly Liga AND John Bussen competent witnesses who sign with appearers and me, notary, after due reading.

WITNESSES.

Murphy J. Lege

DATIVE TUTRIX OF DEWEY BREAUX

TO AUTHORIZE MY WIFE AND AS CO-TUTOR OF DEWEY BREAUX.

William Elding.

No. 2360. Tutorship of Dewey Bresux. L 15th Judicial District Court.
L Parish of Calcasien.
: state of Louisians.

The petition of MRS. FLAVIE SYNHOTT, appearing herein in her capacity as tutrix of her minor child, Detay Breaux, and authorized herein by her husband, Oliver T. Synhott; and the petition of OLIVER T. SYNHOTT, co-tutor of said minor, respectfully shows:

1.

ed 1916, a commission was issued to charles R. Gine. Notary Public in and for Calcasian Parish, anthorizing him to convene and hold a family meeting to consider, advise and recommend as to the advisability of selling the undivided one-thirty-sixth interest of the minor, Dewey Bresux, in property, movable and immovable, intuated in the Parish of La-fayette, State of Louisians, and fully described in the petition of petitioners asking the convocation of this family meeting, and the certified copy of the inventory attached to that petition.

2.

3.

That the said family meeting, after the members thereof were duly sworn, and having the required articles of the Civil Code read to them by the Notary, proceeded to its deliberations, and recommended in substance as follows:

(a) That for the purpose of effecting partition, the whole property, including the interest of the minor, be sold at private sale, to Paul Billeaud, under his proposition, for cash,

for the total sum of Five Thousand and Forty-nine Dollars and Fifty-two cents (\$5049.52), and that the tutrix and co-tutor of said minor be authorized to execute proper deeds to the purchaser.

(b) That appraised the total property at the said sum of \$5049.52, the one-thirty-sixth interest of the minor therein being appraised at the sum of one Hundred Forty Dollars and Twenty-seven cents (\$140.27).

That the whole of said proceedings of said family meeting are specially referred to as a part hereof, as is shown by the process verbal thereof on file herein.

4.

That the under-tutor of said minor approved the said recommendations as is shown by the process verbal thereof on file herein.

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That petitioners now present the said proceedings to the court for consideration, and ask that they be approved and homologated.

wherefore your petitioners pray that the recommendations of said family meeting be approved, homologated and made the judgment of this court; and in accordance therewith, your petitioners, in their respective capacities as tutrix and co-tutor, be authorized to sall and convey, by proper deed, to Paul Bil-leaud, the undivided one-thirty-sixth interest of the minor. Dewey Breaux, in all of the property, movable and immovable, inherited by the said minor from his deceased grand-father, Paul Breaux, and situated in the Parish of Lafayette, Louisiana, for the sum and price of one Hundred and Forty Dollars and Twonty-seven cents (\$140.27), in cash, for the purpose of effecting a partition among the co-owners thereof, all in accordance with the recommendations of the family meeting called to consider the said sale and the terms thereof.

By their attorneys,

(Digned) Chesi, Cheer Bell

STATE OF LOUISIANA,:

Parish of Calcasieu.:

Before me, the undersigned authority, on

who being first duly sworn, deposes and says;

That he is one of the petitioners in the above and foregoing petition:

That the averments of fact therein contained are true and correct.

subscribed and sworn to before me at Lake Charles, Louisiana, this 13/1/2 day of January, A.D. 1916.

Notary Public. Seal

ORDER.

It is therefore ordered that the proces verbal of said family meeting, together with the recommendations contained therein, be and the same are hereby approved, homologated and made the judgment of this court.

That pursuant to said recommendations, it is ordered

that Mrs. Flavie Synnott, tutrix, and Cliver T. Synnott, co-tutor to said minor, Dewey Breque, be and they are hereby authorized and directed to sell and convey the undivided one-thirty-sixth interest belonging to the said minor, in all of the property rights and credits belonging to the succession of Paul Bresux, deceased, and inherited from him by the said minor; all of said property being situated in the Parish of Lafayette, Louisians; that the said interest be sold at private sale, for the sum of one Hundred Forty pollars and Twenty-seven Cents (\$140.27) in cash, to effect a partition among the co-dwners; and that in their said capacities they execute all macessary deeds as hid other documents to transfer title to the minors, of said undivided interest in said property, movable and immovable, to the said Paul Billeand, in accordance with the recommendations of the said family meeting.

District Judge.

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Commany 13:1916
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Parish of Calcasien. Parish of Calcasien. No. 2360 in the Fifteenth Judicial District Court We, the Undersigned members of a family meeting to be held in the above matter, do solemnly swear that we
Parish of Calcasien. In the Fifteenth Judicial District Court We, the Undersigned members of a family meeting to be held in the above matter, do solemnly swear that we
in the Fifteenth Judicial District Court We, the Undersigned members of a family meeting to be held in the above matter, do solemnly swear that we
No. 2360 We, the Undersigned members of a family meeting to be held in the above matter, do solemnly swear that we
We, the Undersigned members of a family meeting to be held in the above matter, do solemnly swear that we
ill act faithfully and impartially, and to the best of our ability and understanding, so help us God.
Sworn to and subscribed before me, TULL ang
nis 13 day of January 1916 Cost William
Charleline Elamon Clan
Kotan Public France & Berlin
Rolay lubber trans & Bellin
By virtue to the commission hereto annexed, IChasRCline
Notary Public, duly commissioned and qualified in and for the Parish of Calcasien,
State of Louislana, convoked a family meeting of the friends and relatives of the
inorheir of Faul Breaux
mior neita of
How Tany William Clara Clara Court Stelly and Prairie De Berlin
nd in the presence of attesting witnesses, all of said Parish
Having administered the oath, I explained to the members the object of the meeting, when after due consultation
and deliberation the said family meeting advises and recommends as follows:
1. We find that the minor. Devey Breaux, is the owner of an undivided
#36 interest in the property situated in Lafayette Perish, Ia., belong-
ng to the succession of his grandfather. Paul Breaux, decoased, by in-
eritance, the suid minor being a son of Amer Breaux, a deceased son of
he said Paul Breaux; that the said property is held in indivision by the
sid minor and his major brother, two sisters, and his uncles and aunts.
s set out in the application filed by the minor's tutrix and co-tutor.eks-
ag for this family meeting.
2. That it is to the manifest interest and evident advantage of said
inor that the whole property, including that of the minor, be sold at prive
3. That the property cannot be divided inkind without serious loss and

njury to the interest of the minor, as well as the other co-owners.

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4. That in our opinion the offer of paul Billeaud, to buy the whole operty, movabel and irmovable, for cash at private sale, at the appraised lue, to effect partition, should be accepted, and that the said minor's tris and co-tutor in their respective capacities should be authorised and rected by the court to make this cale for this minor; to execute suffient warranty deed therefor, and to receipt and grant full acquittance for g purchese price. We appraise the whole of said property, movable and immovable, at the un of \$5049.62, and the interest of the minor therein at \$140.27. We recomnd the sale thereof at the value of said sp preisement for tash, at private ile, to the said Paul Billeaud, to effect partition; believing it to be to e manifest interest and edvantage of said minor; the said property being erribed as follows:-1. That certain tract of prairie land situated in the farish of Layette, Louisiana, containing forty-dight expents in superficial area, unded as follows; on the North by the land of Paul Billeaud; on the th by the land of J. Napoleon Breaux; on the East by the public road ding from Broussard, Louisiana, to Duchamp Etation; and West by a vete road the property of Billeaud Sugar Factory. 2. That certain treet of swamp land, situated in the Parish of Layette, Louisiana, containing fourteen arpents in superficial area, and me being bounded as follows: North by Bayon Tortue; South by land of ...O. Girouard: East by the land of Andra Whire; West by land of J. O. Also all and singular the parsonal and movable property as the inventory made by George Eslagarie. Notary Public, and Leonidas Broussard and Musicle Montes, appraisers, on December 27, 1915, The Under Tutor of said minors being present, signs and approves these proceeds. There being no further advice or suggestions I here close this proces-verbal $Under\ Tutor.$

STATE OF LOUISIANA - PARISH OF ST. LANDRY.

in the year of our Lord, nineteen hundred and sixteen, before me Charles O. Occasion, a notary public in and for said parish and state, and as such duly commissioned and qualified; personally came and appeared ALIDA BREAUX, wife of J. C. CORMIER, a resident of the parish of St. Landry, who declared that she does by these presents, appoint and constitute her said husband, J. C. CORMIER, her agent and attorney-in-fact, for her and in her name, place and stead, to sell at private sale with the other heirs of Paul Breaux her deceased grandfather, for the purpose of a partition, in whole or in part, property inherited by said heirs from the said Paul Breaux for such price and under such terms and conditions as her said husband and agent and said heirs may see proper and advantageous.

That said property is situated in the parish of Lafayette and consist of movables and immovables as carried on the inventory of said estate and more particularly the following described real estate to wit:

That certain tract of prairie land, situated in the parish of Lafayette, La., containing forty-eight arpents bounded as follows: north by land of Paul Billeaud, south by land of J. Napoleon Breaux, east by public read leading from Broussard to Duchamp Station and west by private road, the property of the Billeaud Sugar Factory.

Appearer hereby ratifying all the acts of her said agent within the scope of this agency and giving to them the same force and effect as thought performed by her personally.

And to these presents, personally came and appeared J. C. Cormier, the husband of the said appearer, who declared that he hereby accepts this agency and that he does, by these presents, assist and authorize his said wife in the execution thereof.



first above written in the presence of f. A. Burleigh and Wilder Carrier competent witnesses who sign with appearers and me, officer, after due reading of the whole.

Internal revenue stamps to the amount of (25¢) twenty-five cents attached and cancelled.

WITHESTES: Busheeph - Willer Cassine

Charles O. Dijean

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- STATE OF LOUISIANA)
PARISH OF ORLEANS

The said Morgan's Louisiana & Texas Railroad and Steamship Company does by these presents grant, bargain, convey, transfer, assign, set over, and abandon and deliver, with warranty against its own acts, unto the said Martial Billeaud, jr., and the said Paul Billeaud, accepting the same in the proportion of an undivided one-half for each, the following described property, to-wit:

A tract of land 40 feet in width practically paralleling the center line of said Railroad Company's main track and extending from the east boundary line of said plantation to the west boundary line of said plantation and being immediately adjacent to the said Railroad Company's fence on north side of main track. Said strip being tinted in red on annexed blue print which is hereby made a part of this agreement and is more definitely described as follows:

Beginning at a point at right angles to and 24 feet northeasterly from engineer's station 7242X61.4 on center line of said railroad company's main track; said point being in the prolongation of the west line of said Billeaud plantation; thence along the west boundary line of said plantation produced in northwesterly direction approximately 64 feet to a point, said point being at right angles to and 64 feet from engineer's station 7243X11.2 on center line of said main track; thence in an easterly direction 5025 feet to a point on the east boundary line of said plantation, said point being at right angles to and 68 feet northweasterly from engineer's station 7192X86.2 on center line of said main track; thence in a southeasterly direction along

said east boundary line of said plantation, produced approximately 64 feet to a point, said point being at right angles to and 28 feet northeasterly from engineer's station 7192X36.4 in center line of said main track; thence in a westerly direction along the present fence line to point of beginning.

And for and in consideration of the above and foregoing, the said Martial Billeaud, jr., and the said Paul Billeaud do by these presents transfer, grant, bargain, convey,
assign, set over, abandon and deliver unto the said Morgan's
Louisiana & Texas Railroad and Steamship Company the following
described property, to-wit:

Being a certain tract or parcel of land 40 feet in width, a portion of what is known as Billeaud Plantation, in Lafayette Parish, Louisiana, adjoining the property now owned by the Morgan's Louisiana & Texas Railroad and Steamship Company on the south side of its main line track and extending across said plantation. Said tract of land being more definitely described as follows:

Beginning at a point where the west line of said plantation intersects the southwest boundary line of said Railroad Company's property, said point being at right angles to and 30 feet southwestward from engineer's station 7241X94.1 on the center line of said Railroad Company's main line tract; thence southeastward along the west boundary line of said plantation, approximately 64 feet to a point which is a tright angles to and 70 feet southwestward from engineer's station 7241X44.3 on the center line of said Railroad Company's main line track; thence eastward parallel to said center line of main track 5030 feet to a point in the east line of said plantation, said point being at right angles to and 70 feet southwestward from engineer's station 7191X14.3 on said center line of said main track; thence northwestward along the east boundary line of said plantation approximately 64 feet to a point, said point being at right angles to and 30 feet southwestward from engineer's station 7191X64.1 on said center line of said main track: thence westward parallel to said center line of said main track 5030 feet to a point of beginning. Said strip being more plainly outlined by green tint on blue print attached, which is hereby made a part of this agreement.

This exchange is made and mutually accepted by the parties hereto, it being agreed and understood that the properties exchanged are equal in value.

This exchange is made with the agreement and understanding that the Morgan's Louisiana & Texas Railroad and Steamship Company reserves to itself, its successors and assigns, the perpetual right and easement to maintain and operate those certain railway tracks which are now located upon, along and across

the western portion of the tract of land herein conveyed by it to Martial Billeaud, jr., and Paul Billeaud, and the said Morgan's Louisiana & Texas Railroad and Steamship Company is hereby fully released and discharged from any and all of the conditions imposed upon it, its successors and assigns, in the act of sale by which the property herein conveyed by said Morgan's Louisiana & Texas Railroad and Steamship Company was acquired by it from Martial Billeaud, being act No. 20604, recorded in book K-2, pages 33 and 34, of the conveyance records of Lafayette Parish, and dated October 1st, 1894.

The property above described, transferred herein by Martial Billeaud, jr., and Paul Billeaud to the Morgan's Louisiana & Texas Railroad and Steamship Company was acquired by them by act of partition among the heirs of Martial Billeaud, being act No. 44819, recorded in book M-4, page 170, of the conveyance records of Lafayette Parish.

The property above described and herein conveyed by the Morgan's Louisiana & Texas Railroad and Steamship Company to Martial Billeaud, jr., and Paul Billeaud, is now in actual use in part as a road by the public, and the said Martial Billeaud, jr., and the said Paul Billeaud take congizance of this fact, and the transfer of said property to them herein is made with full knowledge on their part of this use of the property, and the transfer of said property is made subject to any rights which may have been acquired by the public in a part of said property for use as a public road.

To have and to hold the said properties, the one to the other, their heirs and assigns, in full property forever, free from any lien, mortgage or encumbrances whatever, with warranty of title and with subrogation to the rights of warranty as held therein by the respective vendors, except that it is stipulated that the Morgan's Louisiana & Texas Railroad and Steamship Company, as aforesaid, warrants the title to the property herein transferred by it only against its own acts, it having

acquired the said property from MARTIAL BILLEAUD, the father of the parties of the second part.

It is understood that the property herein transferred by Martial Billeaud, Jr., and Paul Billeaud to the Moggan's Louisiana and Texas Railroad and Steamship Company is owned by them in unequal proportions, as shown by a map attached to act No. 44819 of the conveyance records of Lafayette parish, above referred to, but it is understood and agreed that the property received by them in this exchange is transferred to them in equal undivided proportions of one-half to each.

The parties of the second part reserve the right of drainage as it exists at this time in the ditches along the right of way now in possession and occupied by party of the first part, and if it become necessary to fill the ditch on the south side of the right of way of the party of the first part then party of the first part shall cause another ditch to be dug along the outer line of the strip of forty feet hereby transferred to party of the first part, so that that the drainage of the lands of the parties of the second part shall remain unimparied.

The parties of the second part reserve the right in of use and occupation of the strip of land hereby granted herein by them to the party of the first part until actually needed by said party of the first part.

The certificate required by article 3364 of the Revised Civil Code of Louisiana is hereto attached.

There is attached hereto a certificate by Felix M.

Latiolais, sheriff and ex officio tax collector of the parish of

Lafayette, showing the payment of all state and parish taxes

on the properties herein exchanged for the years 1914, 10 5, and 1916.

But it is especially stipulated and understood that the said Martial Billeaud, jr., and the said Paul Billeaud take cognizance of the existence of a mortgage dated June 29. 1880, by the said Morgan's Louisiana & Texas Railroad & Steamship Company, bearing on the property herein transferred to the said Martial Billeaud, jr., and the said Paul Billeaud, and a deed of trust dated June 25, 1881, by and between the said Worgan's Louisiana & Texas Railroad & Steamship Company to the Farmers Loan & Trust Company, of the City of New York, which mortgage and deed of trust are more fully referred to in a certificate of mortgage issued by F. K. Hopkins, deputy clerk of court of Lafayette parish, Louisiana, dated February 14, 1917, and hereto attached: and the said Martial Billeaud, jr., and the said Paul Billeaud hereby dechare that they accept the property herein transferred to them by this act of exchange, and above-described, subject to the lien and mortgage resulting from the registry of the said act of mortgage and deed of trust.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed signatures on the 14 DAY OF May, A.D. NINETEEN HUNDRED AND SEVENTEEN.

MORGAN'S LOUISIANA AND TEXAS RAILROAD

	Ву 🛴	AND STEA	MSHIP	MR/con	
WITNESSES TO THE	SIGNATURE	OF W.B. Seo	tt- ·	•	
O'E N.)· /I				

Modellands Garl Billeaus. WITNESSES TO THE SIGNATURES OF MARTIAL BILLEAUD, JR. & PAUL BILLEAUD.

STATE OF LOUISIANA County of Harris PARISH OF ORLEANS

IN WITNESS WHEREOF, I have caused the said appearer and the said two witnesses to sign these presents and I, said Notary Public, have hereunto affixed my official signature and seal of office on this, the 14th day of May, A.D., 1917.

Meon

WITNESSES:

asokian) Oktensall

M. Vichabor

STATE OF LOUISIANA)
PARISH OF LAFAYETTE)

IN WITNESS WHEREOF, I have caused the said appearers, Martial Billeaud, jr., and Paul Billeaud, and the said two witnesses to sign these presents, and I, the said Notary Public, have hereunto affixed my official signature and seal of office, on this the 25 2 day of A.D., 1917.

Paul Billeans.

WITNESSES:

Jalehorgay

Serous Clouer Notary Public.

Filed this 7 day of lune 1917

and recorded some datalon book of Conveyance 9-5at pase 270 et - 209,

Clerk of Court.

STATE OF LOUISIANA, PARISH OF LAFAYETTE.

I HEREBY CERTIFY that after a careful search through the records of my office, I do not find any liens, mortgages, or privileges bearing against the name of THE MORGAN'S LOUISIANA AND TEXAS R AILROAD AND STEAMSHIP COMPANY, on the following described property, situated in the Parish of Lafayette, Louisiana, to-wit:-

(t 🐼)

A tract of land forty feet in width practically paralleling the center line of said railroad company's main track and extending from east boundary line of said plantation to the west boundary line of said plantation and being immediately adjacent to the said railroad company's fenceon north side of Main track, and is more definitely described as follows

Beginning at a point at right angles to and 24 feet northeasterly from engineer's station 7242x61.4 on center line of said railroad company's main track; said point being in the prolongation of the west line of said Bildsaud plantation; thence along the west boundary line of said plantation produced in northwesterly direction approximately xix 64 feet to a point, said point being at right angles to and 64 feetfrom engineer's station 7243x11.2 on center line of said main track; thence in an easterly direction 5025 feet to a point on east boundary line of saidplantation, said point being at right angles to and 68 feetnorth-easterly from engineer's station 7192x86.2 on center line of said main track; thence in a south-easterly direction along said east boundary line of saidplantation, produced approximately 64 feet to a point, said point being at right angles to and 28 feet north-easterly from engineer's station 7192x36.4 in center line of said main track; thence in a westerly direction along the present fence line to point of beginning;

EXCEPT:

executed before Andrew Hero, Jr. a notary public, in and for the Parish of Orleans, Louisiana, by Charles A. Whitney, President of said Morgan's Louisiana and Texas Railroad and Steamship Company for and in the name and behalf of said company to secure the full, faithfulk and punctual redemption and payment of EIGHTEEN HUNDRED (1800) bonds of Morgan's Louisiana and Texas Railroad Company, each for ONE THOUSAND (\$1000.00) DOLLARS, to be dated New Orleans July 1st, 1880, and redeemable on the first day of July, 1920; payable in the City of New York in Gold, to bear interest at the rate of six per cent. per annum in gold, payable in the city of New York, semi-annually, in coupons attached to said bonds.

Said mortgage bearing on the railroad of the said Morgan's Louisiana and Texas Railroad and Steamship Company extending in and through the Parishesof St. Mary, Iberia, St. Martin, Lafayette, St. Landry and Rapids, in the State of Louisiana, from and beyond Morgan City to Alexandria; being a distance of about one hundred and fifty miles, together with all the franchises, rights of way, corporate rights, powers, immunities, advantages and privileges owneder possessed by said company or which it may hereafter require for the construction and maintenance and operation of the aforesaid addition or portion of its road.

An indenture made on June 25th, 1881, by and between MORGAN'S LOUISIANA AND TEXAS RAILROAD AND STEAMSHIP COMPANY, party of the first part and FARMERS LOAN AND TRUST

1

COMPANY, OF THE CITY OF NEW YORK, party of the second part and JOSEPH C. MORRIS, of the City of New Orleans, party of the third part, whereby the said Morgans Louisiana and Texas Railroad and Steamship Company, for the better protection and sectrity of EIGHTEEN HUNDRED BONDS EACH FOR THE SUM OF ONE THOUSAND (\$1000.00) DOLLARS, issued by the said Company, on July 1st, 1880, and payable or redeemable in gold in the City of New York on the first day of July, 1920, with interest theseen at the rate of six per cent. psrannum from their date until final payment, psyable in gold, semi-annually, in the city of New York, upon delivery of the several interest coupons, attached to each bond, said bonds being marked "NE VARIETUR" and paraphed by Andrew Hero, Jr., Notary Pubic, to identify them with actof mortgage passed before him on June 29th, 1880, the said MORGAN'S LOUISIANA AND TEXAS RAILROAD AND STEAMSHIP COMPANY, with the consent of the said party of the third part, Noth grant, bargain, sell, assign, aransfer, release, convey and set over, unto the FARMERS LOAN AND TRUST COMPANY, party of the second part, the property hereinabove described, and to its successors in the trust hereby created for the benefit and the security and advantage of the holders of the bonds hereinabove mentioned and each and all of them. Provided however, that if the said Morgania Tauticians of them, provided, however, that if the said Morgan's Louisiana amd Texas Railroad and Steamship Company shall make punctual payment of the interest, coupons attached to said bonds, and shall punctually make payment of the principal money expressed in said bonds according to the terms and conditions thereof then and from thenceforth this instrument mortgage deed or conveyance and the trust and estate created thereby is to sease, determine and be void.

ALSO.

MI FOIDE

TAXES FOR THE YEARS 1914, 1915, and 1916.

WITNESS MY HAND AND SEAL OF OFFICE AT LAFAYETTE IOUI SIANA, THIS TWENTY DEVENTED DAY OF TANDARE ANNO DOMINI,

NINETEEN HUNDRED AND SEVENTEEN (1917), AT 11:45 A. M.

DEPUTY CLERK OF COURT. described frotis from her

J. M. Breaus

5 . 2

STATE OF LOUISIANA,)
PARISH OF LAFAYETTE.)

I hereby certify that after a careful search through the records of my office, I do not find any liens, mort-gages or privileges against the names of M. BILLEAUD, R., AND PAUL BILLEAUD, shoth following described property, situated in the Parish of Lafayette, Louisiana, to-with-

A certain tractor parcel of land, forty feet in width, a portion of what is known as Billeaud Plantation, adjoining the property now owned by the Morgan's Louisiana and Texas Railroad and Steamship Company on the south side of its main line track, and extending across said plantation; said tract of land being more definitely described, as follows:

Beginning at a point where the west line of said plantation intersects the south west boundary line of said Railroad Company's property, said point being at right angles to and thirty feet south-westward from engineer's station \$249x 94.1 on the center line of said railroad company's main line track; thence south-eastward along the west boundary line of said plantation, approximately sixty-four feet to a point, which is at right angles to and 70 feetsouth-westward from engineer's station x 7241x 44.3, on the center line of said railroad company's main line track; thence east-ward parallel to said center line of main track 5030 feet to a point in the east line of said plantation, said point being at right angles to and 70 feet south-westward from engineer's station 7191x14.3 on said center line of said Main track; thence north-westward along the east boundary line of said plantation approximately 64 feet to a pointl said point being at right angles to and 30 feetsouth-westward from engineer's station 7191x64.1 on said centerline of said main track; thaces west-ward parallel tosaid center line of said main track; thaces west-ward parallel tosaid center line of said main track 5030 feet to a point of beginning.

EXCEPT

TAXES FOR THE YEARS 1914, 1915, and 1916.

WITNESS MY HAND AND SEAL OF OFFICE AT LAFAY-ETTE, LOUISIANA, THIS EVENTH DAY OF TANUARY, ANNO DOMINI,

NINETEEN HUNDRED AND SEVENTEEN (1917) AT 11:45 A. M.

DEPUTY OF COURT.

Sofagino La fall 14, 1917. Que Slace and penil leas for the year 1914, 1915, and 1916 on the firfur above - des Cui bin have been paine.

In Breamy well

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State of Louisiana, Parish of Lafayette.

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BE IT KNOWN, That on this First day of October
in the year of our Lord nineteen hundred and
GEORGE VALAGARIE, Notary Public, in and for said Parish and State,
duly commissioned and qualified as such, personally came and appeared. Custave R.Breaux, a
married man the maiden name of whose wife is Louise. Stelly, being
residents of the aforesaid Parish and State
· · · · · · · · · · · · · · · · · · ·
who declared that for the consideration hereinafter mentioned = do ? do ?
by these presents, sell, transfer and deliver with full guarantee of title and free from all incumbrances, and
with subrogation to allhizights and actions of warranty against previous owners, unto Paul
Billeaud, a married man the maiden name of whose wife is Laurence.
Lacaza, also being residents of the aforesaid Parish and State.
present, accepting and purchasing for himsalf and heirs and assigns, and acknowledging delivery
and possession thereof, the following described property, to wit: All of that certain tract
of prairie land, situated in the Parish of Lafayatte, State of Loui-
siana, containing and measuring Ten and 22/100 -(10.22/100.) acres
less a strip of forty (40) feet wide along the western boundry line
running parrallel with the property of the Morgan La & Tex Rail-
Road-running Worth and South, and which said land is now bounded
as follows: On the North by the property of the said Vendes, On
•
the South and East by the Public Road running from Broussard,-
Louisiana, to Duchamp Station, Louisiana, and West by the private
road of the Billeaud Sugar Factory, together with the present -
dwalling house and dinning room attached and thereon situated
. The company of the
on said tract of land, All other buildings and improvements to

This being the same property acquired from J.Napoleon.Breaux, by the said Vendor on January the third, ninetern hundred and seventeen, and the said J.Napoleon.Breaux, from Paul.Breaux, and the said Paul.Breaux, from the Estate of his deceased wife Marie.Leonide.Landry, and same being designated as lot No. Two (20of plat annexed to — Partition made on the 15th day of February, A.D. 1915.all as per — records now on file int he Recorder's Department of said Parish.

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. /	and the second second		•	••
This sale is made and seed	opted for and in consider	ration of the sum of M	matra Urnd	,
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Fifity-(\$1250.0	U.A. J	THE CONTRACT	Dollars, cash in	hand paid, for
hich acquittance is herein gr	ranted.			
Purchaser	dispense .	a certificate required by	aminja 2281 at th	n Mandaga Musi
de of this State.	 	- commence and manage wh	MITTELS SOUS OF THE	a Kearsed Cian
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Done and passed at the par	rish of Lafayette, Louisis	ana ,on the day and day	te first above w	ritten in the
sence of Jas.	YEARS MANUAL MAN	and Mille 7	Malagani	
				Property by Designation of the Control of the Contr
npetent witnesses, who sign	. With appearers and me	, officer, after due ceading	g of the whole.	
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RIGHT-OI			<u>1</u>	4/30 1926
TE OF LOUISIANA, ISH OF: Lafayette	KNOW AI	L MEN BY THES	E PRESENTS:	19204
ISH OF LEI BYETTE)		B arda,	Two vises
THAT the grantors, Paul Bill				
Lafayette Parish,	State of Louisiana,	being owners of the	e land known and d	escribed as follows, to-
t: A certain tract of land in Se	CS. 27-04	e op Twp. 1	0. s. n. b	в. ца. мет.,
and Sec. 2 in Top. 11. S. R. 5. Right of Way of the Gravel High	L. La. Me	r. beld tra	CtLY1ng.N.	. A. QI the
tract being further bounded on	the Vest h	us the gold	Gravel High	all; sald
Louis M. Billeaud and Sugar Fac	tory tract	s. On the	North by	may, and the
Louis M. Billeaud and Sugar Fac Charles Billeaud and The St. Ma	rtinsville	Branch of	the O. S.	end on the
East by the Old Public RoadXfro	m Broussar	d to Ducham	p, and on i	the Southwest
by the lands of the E. Labbe Es	t. Said b	eing a part	of the law	nds acquired
FL5 Page 149; and Book ALS, Pat	e 289, and	BOOK X A P	age 15 Re	tood apa cool
F. 5. Page 449 and Book A-6 pat Jaron of the general, mutual and public benefits OLLARS, in hand paid by the LOUISIANA ELECTRIC	to be derived, and	of the sum of	10000	the Louisians Plantis
mpany, Inc., its successors, lessees, and assigns, as ion ansmitting electric current, not to exceed ninety-nine ye	g as grantee, succe	ssors and assigns, c	ontinue to use pole	line for the purpose of
ansmitting electric current, not to exceed ninety-nine yell authority to erect, maintain and renew towers, poles.	ars from the date ! cross arms. wires.	iereof, a right-of-w anchors, guy wires	ay for electric pol and other equipmen	e line, with permission at. with access thereto.
id authority to erect, maintain and renew towers, poles, on and along the proposed electric pole line. The local field of the l	tion of said line on	said land shall be g	enerally as follows	
The said pole line running at line of the Public Road S. E. North Easterly from the Chier	out N.30 -	ct at a boi	intersection	ng the center about 704 ft.
North Easterly from the Contem	ine of the	O. S. T. H	ighway; an	i at about
704 ft. along the same line pro intersecting the S. E. fence of	jected, ir	om the cent	er line of	the M. L. &
intersecting the S. E. Fence of	sald trac	E at 1736 a	point on	said pote line
Inence about N.37 -34 W. 4890	ft. to an	intersactio	n with the	West fence
line of said property, the East 224 ft. Northward from the cer	ter line o	f the W. H.	gnway at a	point about
224 ft. Northword from the cer rack. Continuing thence the	aid line c	rosses the	said road	and enters
the Louis Billeaud Broperty.			***	
The right to place 22 pol	es and 18	anchors of	the said p	ole line
on the above described property	is hereby	granted.		**************************************
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Grantee, for said consideration, shall also have the	namentalis de estant de			
ttach on or from, the said poles or cross arms, wires, cal	iles Vir other equipm	ient for the transm	ission of electric a	arrent and alon to ro.
nove or trim any trees or bushes, without further payment there shall be a clearance of not less thanfeet	t hetween anv nart.	o keep trimmed any of any tree and the	trees that the gra aforesaid wires, po	ntee did not remove, so les or other equipment.
amages to fences and growing crops shall be paid for by	grantee.	-		
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Signed and dated this	day of Of	usico/)		, 192 🔑.
Janel Velesen	he /	Tack	200ll	aut.
Le Phoneling		***************************************		
TATE OF LOUISIANA,	On this i	he day o	-	
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ARISH OF	THE TOTAL OF THE TOTAL	TITLARE AND AALTAN	ledged to me, Note	ry, that they (he) exe-
ted the same as their (his) voluntary act and deed, and In testimony whereof, witness my official signature	for the purposes the e and seal.	erein stated.		• • •
_		**************************************		***************************************
TATE OF LOUISIANA.	Notary Pu	blic, Parish of	**************************************	1177*
ARISH OF Lafayette.			,	·
· · · · · · · · · · · · · · · · · · ·) : 7	^		
On this the 20th day of Apr.	L.L	192. D,	before me, undersi	gned Notary, appeared
LEE THOUPSON	, to me know	n to be the person w	the signed the fore	going instrument as at
sting witness, and, under oath, declared to me that	onol Doles	auu	gk#4 Pb349444 - 142 - 142 + 1747 moonebook 64444	, grantor, signed said
strument in affiant's presence together with	neue.Lc2		, the	other attesting witness,
SWORN TO AND SUBSCRIBED before me on	د؛ the date first hereir	above stilled		
1		101.12	alle	leas
	_		Notary	Public.

The County of Co

STATE OF LOUISIANA, PARISH OF LAFAYETTE

BE IT KNOWN, That on this ----13th---- day of DECEMBER-

n the year of our Lord nineteen hundred and TWENTY-SIX before me OFO HOEL MALAGARIB, a

Notary Public in and for said parish and State, duly commissioned and qualified as such, personally came and appeared

CHARLES BILLEAUD, herein acting in his capacity of President of and herein representing BILLEAUD SUGAR FACTORY, a corporation organized and existing under and by virtue of the laws of the state of Louisiana, and domiciled and doing business in the parish of Lafayette, the said president being herein authorized to represent said company herein by virtue of a resolution adopted by the Board of Directors of said corporation, a certifiedcopy of which is hereto annexed and made a part hereof,

who declared that for the consideration hereinafter mentioned he does by these presents, sell, transfer and deliver, with full guarantee of title and free from all incumbrances, and with subrogation to all his do Srights and actions of varranty against previous owners, unto

PAUL BILLEAUD, a married man, the maiden name of whose wife is Lauranca Lacaza a resident of said parish and state,

present, accepting and purchasing for himself

and heirs and assigns, and acknowledging delivery and

cossession thereof, the following described property, to-wit:

l.—The undivided two-thirds of that certain tract f prarie land, situated in the parish of Lafayette, La., containing and measuring twenty five arpents in superficial area and which said tract of land is now bounded as follows: on the north by land of Paul Billeaud, on the south by land of Jacquet's, on the east by land of vendor and others, and west by land of Paul Billeaud: This being the same land acquired by vendor by act Nos. 35075, book K3, page 237, #64255, book E-6, page 176.

2.—That certain tract of prairie land situated in the parish of Lafayette, La., containing and measuring sixteen and 2/3 arpents in superficial area, which said tract of land is now bounded as follows: On the north by land of railroad, separating said land from Paul Billeaud, on the south by land of Honora dirouard, on the east by land of vendor and others, and west by land of Paul Billeaud. This being same tract of land allotted to vendor in the act of partition to. 65168, book I-6 page 440 and part of that acquired originally by vendor and co-owners by act 43869, recorder's office of the parish of Lafayette.

3.—That certain tract of prairie land, situated in the parish of Lafayette, La., containing and measuring eight and the parish of Lafayette, La., containing and measuring eight and 1.--The undivided two-thirds of that certain tract

the parish of Lafayette, La., containing and measuring eight and 72/100 acres, which said tract of land is known and designated 72/100 acres, which said tract of land is known and designated as lot No. nine as per plat of survey annexed to partition heirs of M. L. Landry, deceased wife of late Paul Breaux, duly recorded nder No. 47428 of the recorder's office of said parish.

4.—That certain tract of mairie land, situated in the parish of Lafayette, La., containing and measuring nine and 71/100 acres in superficial area, together with all buildings and improvements thereof and therefore appears and which said traces.

improvements thereon and thereto appertaining, and which said tract

of late Paul Breaux, duly recorded under No. 47428 of the recorder's office of said parish.

5.--That certain tract of prairie land, situated the parish of Lafavette, La., containing and measuring eight a 85/100 acres in superficial area, together with all the milding and improvements thereon and thereto belonging, and which said tract of land is now bounded as follows: On the north by the a tract described under item No. Four or Lot No. three and said partition, on the south by land of Jos. P. Breaux, or lot No. f of said partition, on the east partly by public road and partly by right of way M.L.&T.R.R.&S.S.CO., and west by the tract of land herein first described under item No. two.

Notary

Public.

6

Lafayette, La., December 3 1926.

A special meeting of the Board of Directors of the Billeaud Sugar Factory was held this day, with the following members present: Charles Billeaud Resident presiding, Hebert Billeaud and Nobert Corman,

Absent: Paul Billians & Curly Billiand.

The President stated that the purpose of this meeting was to consider the sale by the Billeaud Sugar Factory to PAUL BILLEAUD of the property hereinafter described.

The matter was discussed and on motion duly seconded and carried the following resolution was intro-duced and unanimously carried:

Be it resolved that thas. Billeaud, the President of this corporation be and is authorized and directed to sell, transfer and deliver, with full guarantee of title, and free from all incumbrances and with full subrogation to all said company's rights and actions of warranty against previous owners unto PAUL BILLEAUD, for and in consideration of the sum of __ (\$8301.26) Eight Thousand three Hundres one dollars, on the following described property, to-wit:

l.--The undivided two-thirds of that certain tract of prairie land, situated in the parish of Lafayette, La., containing and measuring twenty-five arpents in superficial area and which said tract of land is bounded as follows: on the north by land of Paul Billeaud, on the south by land of Jacquet's, on the east by land of vendor and others, and west by land of Paul Billeaud; this being the same land acquired by vendor by act Nos. 35075, book K-3, page 237, #64255, book E-6, page 176.

2.--That certain tract of prairie land, situated in the parish of Lafayette, La., containing and measuring sixteen and 2/3 arpents in superficial area, which said tract of land is now bounded as follows; on the north by land of railroad, separating said land from Paul Billeaud, on the south by land of Honora Girouard, on the east by land of vendor and others, and west by land of Paul Billeaud. This being same tract of land allotted to wander in the sat of

partition No. 65168, book 1-6 page 440 and part of that acquired originally by vendor and co-owners by act 43869, recorder's office of the parish of Lafayette.

3.--That certain tract of prairie land, situated in the parish of Lafayette, La., containing and measuring eight and 72/100 acres, which said tract of land is known and designated as lot No. nine as per plat of survey annexed to partition heirs of M. L. Landry, deceased wife of late Paul Breaux, duly recorded under No. 47428 of the recorder's office of said parish.

4.--That certain tract of prairie land, situated in the parish of Lafayette, La., containing and measuring nine and 71/100 acres in superficial area, together with all buildings and improvements thereon and thereto appeataining, and which said tract of land is known and designated as lot No. three on plat of survey annexed to partition heirs of M. Leonide Landry, deceased wife of late Paul Breaux, duly recorded under No. 47428 of the recorder's office of said parish.

5.--That certain tract of prairie land, situated in the parish of Lafayette, La., containing and measuring eight and 85/100 acres in superficial area, together with all the hildings and improvements thereon and thereto belonging, and which said tract of land is now bounded as follows: on the north by the above tract of land described under item No. Four or lot No. three and said partition, on the south by land of Jos. P. Breaux, or lot No. five of said partition, on the east partly by public road and partly by right of way of M.L.&T.R.R.&SS.Co., and west by the tract of land herein first described under item No. two.

Be it further resolved that this board hereby ratifies all the acts of its said officer within the scope of this agency and gives to his acts the same force and effect as if performed by this board or said corporation itself.

There being no further business on motion duly seconded and carried, the meeting adjourned.

DRESTDENT

Robert Conceans

Lafayette, La., December 4,3th926.

a true and correct copy of the minutes of the meeting of the Board of Directors of the Billeaud Sugar Factory held on this date.

FILED THIS DAY OF SECRETARY.

AND BECORDED SAME DATE IN BOOK

AT. PAGE 171

82464

SUCCESSION OF LAURENCE LACAZE,
IN COMMUNITY WITH PAUL BILLEAUD,
FIFTEENTH JUDICIAL DISTRICT COURT OF LA.,
PARISH OF LAFAYETTE.

No. 4249.

On the application of the surviving husband and sole heirs to be recognized and put in possession, by reason of the law and the evidence being in their favor, and it appearing that said heirs owe no inheritance tax as shown by decree of this court on rule to show cause:

It is further ordered, adjudged and decreed that Paul Billeaud, be and he is hereby recognized as the surviving husband in community with the decedent, Laurence Lacaze, and that as such he is recognized as the owner, in his own right of an undivided one-half, and usugructuary of the other one-half without bond and during widowhood, of all the property, real and personal, rights and credits. belonging to the community heretofore existing between him and his said wife, Laurence Lacaze, and Lacaze P.Billeaud. Willis J. Billeaud, Manning Fl Billeaud, Hilda M. Billeaud, Rose Aimee Exlleaud and Mabel Billeaud, be and are hereby recognized as the sole heirs of the said decedent, and as such recognized as owners of the other one-half in equal proportions of all of said property, subject to said usufruct, and are hereby sent in possession thereof, and more particularly the real estate described in the descriptive list attached to the petition. to-wit: .

l.--That certain plantation, or tracts of land, together with all improvements, situated in the parish of Lafayette, containing six hundred and eighty eight and 10/100 arpents, more or less, bounded north by lands of Charles Billeaud, George Malagarie, Lucien St. Julien, and Gaston Labbe, formerly, now Security Land Co., Inc., south by land

of Mrs. Adeol Landry and others, and land of Mhire, east by land of George Malagarie, Lucien St. Julien, the said land of Gaston Labbe, formerly now Security Land Co., Inc., and land of Mhire, and west by land of M. Billeaud, Jr., Alcide Landry Duplessis Landry, and Lovinski Landry.

The said plantation comprises the several tracts of land acquired as hereinafter stated by Paul Billeaud, during the community which existed between him and his wife, Laurence Lacaze, now deceased, on the following dates and as follows, to-wit: the tract of four hundred and seventy-five and 76/100 appents by act No. 44819, book M-4 page 170; and the tracts acquired on December 13, 1926, by act No. 51835, book F-5 page 449, on February 24, 1916, by act No. 51835, on February 17, 1915, by act No. 47468, book X-4 page 15, on December 24, 1923, by act No. 67448, E-6 page 383, November 28, 1923, by act No. 6716B, C-6 page 539, all of the recorder's office of the parish of Lafayette, La.

Comprised in the said plantation is the two-thirds undivided of the tract of twenty-five arpents acquired by said act No. 80383, book B-8 page 570.

2.7-The 25/107 undivided in that certain tract of land, situated in the parish of Lafayette, state of Louisiana, containing nineteen arpents, more or less, together with all improvements, bounded on the north by public road, on the south by public school land, on the east by land of Hypolite Fabre, or assigns, and on the west by land of Haymond Fabre; and acquired on April 2, 1924, by act No. 68549 book U-6 page 206, recorder's office of the parish of Lafayette.

3.--The 1/5 undivided in that certain tract of woodland, situated in Lafayette Parish, La., containing and measuring twenty-one arpents, in superficial area, same bounded north by land of Baldwin Lumber Co., south by M. Billeaud, Jr., east by Bayou Tortue, west by land of Geo.Malagarie; of the said recorder's office.

4.—The 1/4 undivided in that certain tract of land, partly in the parish of Lafayette, and partly in the parish of St. Martin, La., containing twenty-six and 91/100 arres; and being fully shown on a map made by Charles Gute-kunst, surveyor and attached to an act of partition among the heirs of Adrain A. Labbe and Zulma St. Julien by act passed before Jerome Mouton, Notary Public, and being shown thereon as lots Nos. five and being bounded north by Charles Billeaud, south by lots No. one "c", No. Seven and lot No. six of the said map, east by H.Billeaud and west by lot No. one "b" of said partition.

5.--The 1/5 undivided in and to that certain tract of land, situated in the Fifth Ward of the parish of Lafayette, La., containing and measuring nine and 17/100 arpents in superficial area, together with all the buildings and improvements thereon and thereto belonging and which said tract of land is now bounded as follows: on the north by the land of Marital Billeaud, et als., on the south by the public road leading from Lafayette to St. Martinville, La., known as the Old Bayu Tortue road on the east by the land of Elie Breaux, and west by a private road the property of M. Billeaud, et als.; of the said recorder's office.

improvements, situated in the parish of St. Martin, on the east bank of Bayou Teche, containing one thousand and fourteen and 28/100 arpents; bounded north by tract described under No. 41, south by land of Charles Lastrappes, and others, or assigns, and west by Bayou Teche; said tract comprising a portion of section 50, section 53, section 55, and portion of section 52, township 8, south, range 6 east, said tract including only that portion of section 55 within the leves constructed a short distance east and west and running across and Section so as to make one hundred arpents; said tract being the southern portion of Huron Plantation, fronting on said river or Bayou running the whole depth of sections 50, 53, 54, and of 55, except the middle portion of section 55, which is not owned by appearers; which tract has such forms and dimensions as shown on the plat hereto annexed and is designated thereon as lot number three; this tract being a portion of the property acquired by act No. 44819 of the records of the recorder's office of the parish of Lafayette.

of land, situated in the parish of St. Martin, La., together with all improvements containing 4138.50 arpents, mostly being swamp land, bounded north or the upper line by property known as Bushville, formerly owned by Alladdin Durio, and others, on the south or lower line by the property of Chas. Lastrappes, and others, on the east by public lands, and others, and on the west by the tracts of land herein described under lots Nos. 40, 41, and 42 of Athasact; said property being the western portion of the Huron Plantation.

8,--The undivided 1/3 in and to the following described parcels of ground, to-wit:

a.--That certain parcel of ground, situated in the city of Lafayette, Louisiana, containing six and 89/100 acres, bounded on the north by State Highway to Broussard, on the south by the Protestant Cemetery, on theeast by land of Charles A. Mouton, and on the west by Pin Hook Road.

b.--That certain parcel of ground, situated in the city of Lafayette, Louisiana, containing five and 60/100 acres, bounded north by State Highway, south by college Avenue, east by Pin Hook Road, and west by road or street separating said property from the property of Christine Mouton.

c.--That certain parcel of ground, situated in the City of Lafayette, Louisiana, containing six and 57/100 acres, of Irregular form and dimensions; bounded northerly by right of way of M.L.&T.R.R&S.S.CO., southerly in part by Oak Avenue and in part by the State Highway to Broussard, on the west by road or street separating said parcel from land of John C. Barry and Leo Doucet and from the parcel hereinafter described, and on the west by in Hook Road and by property of Leopold Weil and being composed of a tract of land of three 72/100 acres and two 85/100 acres.

d.—That certain parcel of ground of irregular form and dimensions containing one and 10/100 acres, situated in the city of Lafayette, Louisiana, bounded on north by right of way of M.L.&TR.R.R&SS.CO., acquired by act duly recorded, southerly by property of John C. Barry and Leo Doucet and westerly by private road separating said land from that above described.

The said parcels of ground were acquired jointly on November 12, 1923, by act No. 66978 of the records of the recorder's office of the parish of Lafayette; the co-owners partitioned the said property by act No. 68978 of the conveyance records of the parish of Lafayette by which the parcels of ground above described were allotted to indicate the rein and Charles Billeaud and Paul Billeaud; and the said parcels of ground are located and have the form and dimensions as shown on plat of survey annexed to said act of partition No. 68979, which plat is made a part of the inventory of the Succession of M. Billeaud, Jr., by reference; there is, however, to be deducted from the parcels herein described such part thereof as may have been sold on February 6, 1925, by act No. 61856 of the conveyance records of the parish of Lafayette.

9.--Sixty-nine acres, section 64, bounded north by BilleaudSugar Factory, south by BilleaudSugar Factory, east by Bayou Tortue, and west by Billeaud heirs; and Forty-nine acres, section 65, bounded north by Billeaud Sugar Factory, south by Billeaud Sugar Factory, east by Bayou Tortuem, and west by Billeaud heirs.

10.--That certain lot of ground, situated in the corporation of the Village of Broussard, Lafayette Parish, La. said lot being known and designated as the western half of lots Nos. 12 and 13 of Block "C", same having and measuring a frontage of 60 feet upon the Main Street by a depth of 115.08 feet along the 20 ft. alley on the western line running north and south said lot being now bounded as follows, on the north by lot No. 11 of same block, on the south by the Main Street, on the east by the remaining east/half of said lots hereinconveyed, and west a 20 ft. alley all as per plan of the said Village of Broussard, La., drawn and made by T.J.Rask, C.E., and thoese being a part of the same property which was acquired by act duly recorded in the office of the recorder of the parish of Lafayette.

the Breaux Addition to the Village of Broussard, Lafayette Parish, La., and which are known and designated as lots Nos. one, two, three, four, five and six of block "J" and same to contain and measure 80 feet front on Main Street by 340 feet along Washington Street; and being bounded as follows: on the north by Main Street, on the south by Madison Street, on the east and west by Washington Street.

12.--Two certain lots of ground, situated in the J. P. Breaux Addition, to the Village of Broussard, La., and which said lots are known and designated as lots Nos. three, four five and six of Block "X" and same measuring a frontage of fifty feet each upon Polk Street, by a depth of one hundred and seven and one-half feet and the said lots being bounded as follows: on the north by lot No. 2 of same black, in the south by Monroe Street, on the east by lots Nos. 7 and 8 of same block and west by Polk Street, all as per plan of the said J. P. Breaux Addition to the Village of Broussard, drawn and made by Romain Francez .E., now on file and of record in the office of the recorder in and for the aforesaid parish, and these being the same lots acquired by act of sale dated Dec. 12, 1918, duly recorded in the office of the recorder of the parish of Lafayette.

Village of Broussard, Lafayette Parish, Louisiana, and which said lots are known and designated as lots Nos. seven, eight nine, ten, eleven and twelve of Block "Z", and same having a frontage of one hundred and forty-seven feet upon Madison, by a depth of 340 feet and which said lots are being bounded as follows, on the north by Madison Street, on the south by Monroe St., on the east by Polk St., and west by Broussard, Street; all according to map of J. P. Breaux Addition to the Village of Broussard, La., drawn by Romain Francez, Esq. C. E., of the recorder's office of the parish of Lafayette.

14.--The undivided one-fifth of the two following described lots:

a.-That certain tract of land situated in Lafayette Parish, together with all the improvements thereon, containing sixteen and 92/100 acres, corresponding to nineteen and 96/100 arpents, bounded north by lands of Martial Fabre, or assigns, south and east by land of estate of J. G. St. Julien and west by Belizaire Broussard or assigns.

b.-That certain tract of land, together with all the improvements, situated in Lafayette Parish, La., and containing thirty-nine and 10/100 arpents, more or less, bounded north by public road and property of Joseph P.Breaux, and of Pelagie Jackson or the assigns, of both, south by land of Martial Filleaud, Sr., or assigns, east by land of estate of J. G. St.Julien, and west by land of J.G. LeBlanc and others.

15.--That certain tract of land, situated in the St. Martin Parish, La., together with all improvements thereon, containing eighty-seven acres, and bounded as follows: on the north by land of Mrs. C.M. Olivier, south by Railroad right of way, east by land of Louis P Olivier, and on the west by land of Louis Labbe, which property was acquired from Mrs. Nicholas Cormier, nee Ledoux.

It is further ordered and decreed that the said surviving husband and sole heirs are hereby put in possession of all of the property belonging to the said community wherever situated and whether mentioned herein or not.

It is further ordered, adjudged and decreed that any bank, banker, trust company, warehouseman, or other depository, and any person or corporation or partnership having on deposit or in possession or control any moneys, credits, goods or other things or rights of value for a person deceased, or in which he had an interest, and any corporation the stock of or registered bonds of which were owned by said decedent shall

shall deliver and transfer such moneys, credits, stocks, bonds or other things or rights of value to the said Paul Billeaud as owner and usufructuary; and this judgment shall be authority for the same.

Judgment rendered and thus done, read aloud and signed in open court at Lafayette, Louisiana, on this the 20th day of June, A. D., 1927.

Filed June 30,1927 Raquel Mouton Dy. Eleck of Event JUDGE.

FILED THIS TO. DAY OF JULY 1927.

THE RECORDED SAME DATE IN BOOK

ONLY OF SAME PAGE 481 SEX

Raque E. Mouton

87884

MOUTON & DEBAILLON Lafayette, La.

STATE OF LOUISIANA, PARISH OF LAFAYETTE

BE IT KNOWN, That on this Sixteenth August day of in the year of our Lord nineteen hundred and twenty-seven before me, Dan Debaillon

Notary Public in and for said parish and State, duly commissioned and qualified as such, personally came and appeared

Paul Billeaud widower of Laurence Lacaze, Hilda Billeaud, not married, Mabel Billeaud, not married, Rose Kimee Billeaud, not married, Willis J. Billeaud, not married, Lacaze P. Billeaud, not married, and Manning F. Billeaud married to Jeame Mouton, all residents of the parish of Lafayette.

who declared that for the consideration hereinafter mentioned to do by these presents, sell, transfer and deliver, with full guarantee of title and free from all incumbrances, and with subrogation to all their rights and actions of Morgan's Louisiana and Texas Railroad warranty against previous owners, unto and Steamship Company, a corporation organized and ixisting under and by virtue of the laws of the State of Louisians, domiciled and doing business in the parish of Orleans, city of New Orleans, Louisiana, herein represented by R. C. WATKINS, its Vice-President, here

SUCCESSOFS present, accepting and purchasing for Said company and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit:

"That certain tract or parcel of land lying and being situated in the parish of Lafayette, State of Louisiana, and more particularly described as follows, to-wit:

particularly described as follows, to-wit:

Beginning at the southeast corner of a strip of land
40 feet in width and 5030 feet in length which was conveyed
to the Vendee herein by Martial Billeaud Jr. et al on May
14, A.D., 1917, by deed recorded in Book D-5, page 270, Records
of Conveyances of Lafayette parish, Louisiana, and 30 feet
southwesterly at right angles from the center of the main track
of the vendee herein; Thence southeasterly, parallel with said
track and 30 feet from the center thereof, 2594.1 feet to the
southeast boundary line of Lafayette parish; Thence southwesterly
along the said boundary line of Lafayette parish, 20.7 feet to
point 50 feet southwesterly at right angles from the center of
said main track; Thence northwesterly parallel with said main
track and 50 feet from the center thereof, 2563.7 feet to vendee's
south property line; Thence northerly with vendee's south
property line, 31.9 feet to the place of beginning, containing
1.19 acres of land.

The tract of land herein described and conveyed is bounded

The tract of land herein described and conveyed is bounded on the north, east and south by property of the vendee herein and on the west by property of the vendor herein.

the payment of all taxes assessed against the property herein sold for the year 192 This sale is made and accepted for and in consideration of the of ONE HUNDRED SEVENTY NINE and 00/100 ----Dollars, cash in hand paid, for which acquittance is herein granted. with certificate required by Article 3364 of the Revised Civil Code of this Purchaser dispense State, and also with the production of tax receipts required by law. Done and passed at the Parish of Lafayette, Louisiana, on the day and date first above written, in the presence of WM. H. MOUTON SOPHY BUCHANAN and competent witnesses, who sign with appearers and me, officer, after due reading of the whole, Way (+ Moutor Morgan's Louisiana and Texas Railroad and Steamship Company,

rublic

RIGHT OF WAY DEED (FOR INDIVIDUAL USE)

	STATE OF LOUISIANA,
	PARISH OF July elle.
	Before me, the indersigned authority, personally came and appeared
	a resident
}	of lawful age of the Parish of Africa Communication of Louisiana, who, for and
	in consideration of the price and sum of
	Dellars (\$), of lawful money of the United States, this day handed me, the receipt of which is hereby acknowledged and for the further advantages accruing to me by reason of the location of
	through and upon my property located in the Parish of
(Secondoral Secondoral	No. 479, as located by the State Highway Engineer, which extends over and lies upon my property, more particularly described as follows, to-wit: A strip or parcel of land having a
	width of Act 130 feet from the center line to the right side of said right-of-way, and herty 136 feet from the center line to the left side of said right-of-way, or a total right-
	of-way of leaf of land located in the
	aforesaid parish, being the same tract of land conveyed to me by Olleand Sugar Tacky
	act of sale dated the 134 day of Security 1926, and recorded in the records of the
	Parish of Jujulle , Conveyance Book B-8, Folio 570 to which reference is here made, which said right-of-way extends approximately along the line
	shown on the map showing the approximate lines of the Business Moragon State
	Highway, (Route No. 499), prepared by the State Highway Engineer, copy of which map
	is on file in the office of the Clerk of Court of the Parish of Safayette, which map is made part hereof by reference.
	•
	It is expressly understood and agreed that this dedication and transfer of the above described right of way is made for and shall be used solely for the construction and maintenance of the said
	location thereof to be hereafter determined by the State Highway Engineer, and for no other pur-
l	pose. The grantor waives and abandons all claims for damages on account of the exercise of the
	privileges herein granted.
l	Thus done and passed before me, said Notary, in the presence of
	who sign their names with the parties, and me said Notary, on the day, month and year first above written.
	WITNESSES:
	They flame San hill and
	Mare Billieurs
	Out As out 10
	TE MADE
	Notary Public Resolved
	85558 R.J 8-29-5M
	and I will chert

RIGHT OF WAY DEED (FOR INDIVIDUAL USE)

Project 3201.

PARISH OF Lafayelle.	
\	
Before me, the undersigned authority, personally	
+ 1 ===================================	a resident
of lawful age of the Parish of Tagayette	, State of Louisiana, who, for and
n consideration of the price and sum of	
Dollars (\$), of lawful money or receipt of which is hereby acknowledged and for the for the location of the Signature Survey of of the S	
, , ,	
through and upon my property located in the Parish of Louisiana, declared unto me, said Notary, thathe do fer, assign, set over and deliver unto the State of Louisi	ana, the following described property, to-wit:
That portion of the right-of-way of the faguette.	New Steries State Highway, (Route
my property, more particularly described as follows,	- "
width of Forty (160> feet from the center lin	e to the right side of said right-of-way, and
Forty 1407 feet from the center line to the le	eft side of said right-of-way, or a total right-
Forty (40) feet from the center line to the least of least of land across my	
foresaid parish, being the same tract of land conveyed	
Parish of Hay ette day of Convey	
to which reference is here made, which said right-	of-way extends approximately slong the line
hown on the map showing the approximate lines of	
Highway, (Route No. 2, prepared by the	
s on file in the office of the Clerk of Court of the Pa	• 0
location thereof to be hereafter determined by the St pose. The grantor waives and abandons all claims fo	he construction and maintenance of the said way, (Route No), the exact ate Highway Engineer, and for no other pur-
Infauette State High s	he construction and maintenance of the said nway, (Route No), the exact ate Highway Engineer, and for no other pur- r damages on account of the exercise of the
State High social state High social of the state of the s	he construction and maintenance of the said nway, (Route No
State High location thereof to be hereafter determined by the St pose. The grantor waives and abandons all claims fo privileges herein granted. Thus done and passed before me, said Notary, who sign their names with the parties, and me said Notary.	he construction and maintenance of the said nway, (Route No
right-of-way is made for and shall be used solely for the state of the	he construction and maintenance of the said nway, (Route No
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State High sociation thereof to be hereafter determined by the St pose. The grantor waives and abandons all claims for privileges herein granted. Thus done and passed before me, said Notary, and who sign their names with the parties, and me said Nowritten.	he construction and maintenance of the said nway, (Route No

and recorded same date in book

Conseq — q at page 64 et seq.

Clerk of count.

STATE OF LOUISIANA: PARISH OF LAFAYETTE.

BE IT KNOWN, that on this the NINETEENTH day of October, in the year of our Lord, nineteen hundred and twenty-seven, before me, M. ADELE ELIAS, a Notary Public. in and for said parish and state, and as such duly commissionedand qualified personally came and appeared PAUL BILLEAUD. widower of Laurence Lacaze, WILLIS J. BILLEAUD, not married, MANNING F. BILLEAUD, married to Jeanne Mouton, LACAZE P. BILLEAUD, not married, HILDA M. BILLEAUD, not married, ROSE AIMEE BILLEAUD, not married, and MABEL BILLEAUD, not married, a minor, over the age of eighteen years, duly emancipated by judgment rendered by the Honorable, the Fifteenth Judicial District Court of the State of Louisiana, in and for the parish of Lafayette, residents of said parish and state, and also personally came and appeared HONORA GIROUARD, married to Mathilde Breaux, all residents of the parish of Lafayette, Louisiana, who declared that they are the owners_ in common in the proportion of two-thirds jointly unto the appearers, Paul Billeaud, Willis J. Billeaud, Fanning F. Billeaud, LacazeP. Pilleaud, Hilda 44. Billeaud, Rose Aimee Billeaud, and Mabel Billeaud, and in the proportion of onethird for the appearer, Honora Girouard, of the following described property, to-wit:

That certain tract of land, together with all improvements, situated in the parish of Lafayette, Louisiana, containing and measuring twenty-five arments, bounded on the north by the land of Faul Billeaud, from which it is separated by the railroad, on the south by the land formerly of Jacquette, now Paul Billeaud, on the east by land of Mire and others, and on the west by land of Paul Billeaud.

The said interest was acquired by Honora Girouard on January 26, 1907, by act No. 35075 of the recorder's office of the parish of Lafayette, and was acquired by Faul Billeaud during the existence of the community between him and his wife, Laurence Lacaze; the said Laurence Lacaze having died and leaving as her sole heirs and legal repre-

Billeaud, Lacaze P. Billeaud, Hilda M. Billeaud, RoseAimee Billeaud, and Mabel Billeaud; and in the Succession of Laurence Lacaze judgment was rendered recognizing the appearer, Faul Billeaud, as the owner of one-half, and the children of the said Laurence Lacaze as sole heirs and owners of the other half of said interest in said property. See judgment recorded under No. 82464, Book E-8 at page 481 of the recorder's office of the parish of Lafayette.

The appearers further declared that several years ago, and prior to the death of the said Laurence Lacaze the said Paul Billeaud and the said Honora Girouard made a partition in kind of said above described property but never reduced the same to writing, by which partition the northern eight and one-third arpents of said tract were taken and accepted by Honora Girouard and the southern sixteen and two-thirds by Paul Billeaud.

The appearers further declared that they now desire to recognize the said partition as heretofore made and to now partition the said property in accordance with said original partition, jointly and by root.

The appearers, Paul Billeaud, Willis J.Billeaud, Manning F. Billeaud, Lacaze P. Billeaud, Uilda M. Billeaud, Rose Aimee Billeaud, and Mabel Billeaud, take jointly and by root for their separate and distinct portion in the said property the southern two-thirds of the said tract of land above described containing sixteen and 66/100 arpents.

And the said Honora Girouard takes and accepts for his separate and distinct portion in the said tract of land above described the northern one-third containing eight and 33/100 arpents.

The appearers further declared that they do, accordingly, transfer and deliver unto one another respectively the tract of land allotted to each, with full warranty of title, free from all incumbrances, and with subrogation to

all their rights and actions of warranty against previous owners.

The parties hereto dispense with the certificate required by Article 3364 of the Revisea Civil Code of this State.

Thus done and passed at the parish of Lafayette,
Louisiana, on the day and date first above written in the
presence of BAN DEBAILLON and SOPHY BUCHANAN
competent witnesses, who sign with the appearers and me,
officer, after due reading.

ATKES EES:

Les Timie Billeurd

F. J. Billeand Hifda Billeand Mabel Billean

Marileand

Mullelelias.

AND RECORDED SAME DATE IN BOOK for AT PAGE STRONG

85

SUCCESSION OF MANNING F. BILLEAUD

NO. 4652.

FIFTEENTH JUDICIAL DISTRICT COURT OF LOUISIANA, PARISH OF LAFAYETTE

The rule taken in the above numbered and entitled cause having been fixed for this day, was duly taken up and tried at Chambers at Lafayette, Louisiana, and the law and evidence being in favor of petitioner:

IT IS ORDERED, ADJUDGED AND DECREED, that the rule taken herein be made absolute, and accordingly that there be judgment recognizing Jeanne Mouton as the widow of Manning F. Billeaud, and as such that she be and she is hereby recognized as surviving spouse in community with the decedent, and as such placed in possession of the community property shown in the inventory, in full ownership of an undivided one-half thereof, and as usufructuary of the other half, and more particularly of the following described property, to wit:-

"That certain parcel of ground, with all improvements thereon, situated in the Elmhurst Park Addition to the City of Lafayette, La., known and designated as the northern twenty-one (21) feet front of Lot Twenty-two, between paralell lines by the whole depth thereof, the whole of lots twenty-three, twenty-four and twenty-five (23, 24 and 25), and the southern four feet front of Lot Twenty-six, between parallel lines by the whole depth thereof; all in Block Seven of said Elmhurst Park Addition to the City of Lafayette, La., bounded on the north by the remainder of Lot Twenty-six; on the south by the remainder of Lot Twenty-two; on the East by Lafayette Street; and on the west by Lots Ten, Eleven, Twelve, Thirteen and Fourteen (10, 11, 12, 13, and 14) of said Block Seven; being the same property acquired by Manning F. Billeand under Act No. 78861 of the Clerk's Office, Parish of Lafayette, Louisiana;"

and/without the necessity of paying any inheritance tax.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the minor, Manning F. Billeaud Jr., be and he is hereby recognized as the sole heir and legal representative of the decedent, and as such placed in possession, with the benefit of inventory, and subject to the administration thereof by his mother, Jeanne Mouton, wife of Manning F. Billeaud, of the undivided one-half of the community property hereinabove described, subject to the usufructuary of his mother therein, and of all the separate estate of the decedent,

fully described in the inventories filed herein, and more particularly the following described property, to wit:-

lst: "The undivided 1/12 of that certain plantation, or tracts of land, together with all improvements, situated in the Parish of Lafayette, containing six hundred and eighty-eight and 1/100 arpents, more or less, bounded north by lands of Charles Billeaud, George Malagarie, Lucien St. Julien, and Gaston Labbe, formerly, now Security Land Company Inc., south by land of Mr. Adeol Landry and others, and land of Mhire, East by land of Geo. Malagarie, Lucien St. Julien, the said land of Gaston Labbe, formerly, now Security Land Company Inc., and land of Mhire, and West by land of M. Billeaud Jr., Alcide Landry, Duplessie Landry, and Lovinski Landry."

The said plantation comprises the several tracts of land acquired as hereinafter stated by Paul Billeaud, during the community which existed between him and his wife, Laurence Lacaze, now deceased, on the following dates and as follows, to wit:— The tract of Four Hundred and seventy-five and 76/100 arpents by Act No. 44819, Book M-4, page 170; and the tracts acquired on December 13, 1926 by Act No. 80383; Book B-8, page 570, October 1, 1917, by Act No. 51835, book F-3, page 449, on February 24, 1916, by Act No. 49214, on February 17, 1915, by Act No. 47468, Book X-4, page 15, on December 24, 1923, by Act No. 67448, E-6, page 383, November 28, 1923, by Act No. 67161, book 0-6, page 539, all of the recorder's Office of the Parish of Lafayette, Louisiana.

Comprised in the said plantation is the two-thirds undivided of the tract of twenty-five (25) arpents acquired by said Act No. 80383, book B-8, page 570, making Paul Billeaud the owner of the whole at the time of his wife's death.

LESS 1.19 acres of land sold to the M. L. & T. R. R. Company, under Act #82884.

Znd: The 1/12, undivided, of that certain parcel of ground in the City of Lafayette, La., containing 782/1000 of an acre, and being the eastern portion of the parcel of ground described under Let C-1 in act of partition recorded in the Clerk's Office of this Parish under entry No. 82841 and plat thereto attached; bounded north by the southern Pacific right of way, south by parcel of ground of 3.72 acres therein described, west by parcel of ground 992/1000 of an acre, forming part of Lot Six therein described, coming to apoint at the east, said point running to a street; said parcel of ground being a part of Lot No. 7 of the Act of Partition hereinabove referred to;

3rd: The 1/12, undivided, of that certain parcel of ground in the City of Lafayette, La., containing 3.72 acres, adjoining the property just above described, bounded south by the State Highway to Broussard, East by a street separating said property from property of John C. Barry and Leo Doucet, and the Rail-road Company, and west by a continuation of the Pin Hook Road; Also being a part of Lot Seven of Act of partition above referred to.

(The two properties above described under Lots Two and Three are held subject to the servitudes and property rights of third persons in switches thereon located, specifically described in Act of Partition recorded under Act No. 82841.)

4th: The 1/12, undivided, of that certain lot of ground, situated in the Corporation of the Village of Broussard, Lafayette Parish, Louisiana, said lot being known and designated as the western half of Lots Nos.12 and 13 of Block "C", same having an measuring a frontage of 60 feet upon the Main Street by a depth

of One Hundred Fifteen and 8/100 (115.08) feet along the twenty foot alley on the western line running north and south, said lot being now bounded as follows: North by Lot No. 11 of same block, on the south by the Main Street, on the East by the remaining east half of said lots herein conveyed, and west a twenty foot alley, all as per plat of the said Village of Broussard, La., drawn and made by T. J. Rask, C. E., and these being a part of the same property which was acquired by Act duly recorded in the office of the Recorder of the Parish of Lafayette, La.

The 1/7, undivided, of that certain parcel of ground situated in the Breaux Addition to the Village of Broussard, Lafayette Parish, La., known and designated as Lots Nos. One, Two, Three, Four, Five and Six (1, 2, 3, 4, 5 and 6) of Block "j", having a front on Main Street of One Hundred thirty-four (134) teet by a depth of three hundred forty (340) feet; the rear end of the said parcel of ground on Madison St., measuring one hundred forty (140) feet; said property being bounded on the North by the Main St., south by Madison St., East by Cecile Broussard, or assigns, and west by Yashington St., and same being the property originally acquired by Paul Billeaud under Acts Nos. 35397, 42415 and ______, of the records of the Clerk's Office of this Parish; and being the entire property composing the Home site whith was subsequently repurchased from the Lafayette Building Association under Act No. 89154 of the Clerk's Office of this Parish.

6th: The 1/7, undivided, of those certain six (6) lots of ground, situated in the Village of Broussard, Lafayette Parish, Louisiana, and which said lots are known and designated as Lots Nos. Seven, Eight, Nine, Ten, Eleven and Twelve of Block "Z", and same having a frontage of one hundred forty-seven feet upon Madison, by a depth of three hundred forty feet, and which said lots are being bounded as follows, on the north by Madison Street, on the south by Monroe St., on the East by Rik St., and West by Broussard Street, all according to map of J. P. Breaux Addition to the Village of Broussard, La., drawn by Ramain Francez, Esq., C.E.

7th: The 1/12, undivided, of that certain parcel of ground containing 16.54 arpents of irregular shape and immediately west of Lot "A" in Act No. 83386 of the Clerk's Office, having a width East and West along the northern line of Five Hundred Sixteen and 6/10 (516.6) feet, and along the southern line of six hundredsixty nine (669) feet; the eastern line is regular and is the western line of Lot "A", the western line is irregular and runs north from the northwest corner of Lot 5-B therein described, thee hundred thirty-six and 4/10 (336.4) feet, and then runs at right angles in a westerly direction one hundred thirty (130) feet, and thence runs northerly at right angles to the northern line of said tract; bounded north by Public Road, and Lot "A" of Mrs. H. Billeaud; south by Lot "B" of said Partition, East by Lot "A" of said partition, and west by Lot "A", Mrs. H. Billeaud and Charles Billean.

That certain parcel of ground containing four arpents immediately west of the Lot "B" described in said Partition, selected by Mrs. Comeaux, having a width running west from the northwest corner of said Lot Of Mrs. Comeaux, a distance of two hundred seven ty three (273) feet by a depth between parallel lines of five hundred forty-two (542) feet; bounded north by Lot "A", Mrs. Comeaux and Paul Billeaud, above described, south by St. Julien estate, East by Lot "B" of Mrs. Comeaux, and West by lot "B" of Mrs. H. Billeaud; all as better appears by reference to plat of survey attached to said Act of Partition No. 83386.

Bth: The 1/12, undivided, of that certain portion of land situated in the Parish of Lafayette, La., and being a part of Home Plantation and containing/five (5) superficial apents, situated in the southwest corner of said Plantation; the north and south lines on the one hand, and the east and west lines on the other being parallel; and the lines running north, south, east & west being of equal length, and of sufficient length, each, to make said quantity of five arpents, bounded north and west by Louis M. Billeaud, and south and east by Paul Billeaud.

9th: The 1/12, undivided, of that certain tract of land, together with all improvements, situated in the Parish of St. Martin, on the East bank of Bayou Teche, containing one thousand
fourteen and 28/100 arpents, bounded north by tract described under No. 41, south by land of Charles Lastrappes and others, or
assigns, and west by Bayou Teche; said tract of land comprising a
portion of Section 50, 53, Section 55, and portion of Section 52,
township 8, south range 6 east, said tract including only that portion of Section 55 within the levee constructed a short distance
east and west and running across said section so as to make one
hundred arpents; said tract being the southern portion Huron
Plantation, fronting on said river or Bayou running the whole
depth of Sections 50, 53,54 and of 55, except the middle portion
of Section 55, which is not owned by appearers; which tract has
such forms and dimensions as shown on the plat on file in St.
Martin Parish, and is designated as Lot Number three thereon, this
tract being a portion of the property acquired by Act No. 44819 of
the records of the recorder's office of the Parish of Lafeyette, La.

10th: The 1/12, undivided, of the following described property constituting the Huron Woodland, altogether containing 1156.05 acres and all of which is shown on plat of survey attached to Act No. 48350 of the Clerk's Office, St. Martin Parish; and all being in Township 8 South Range 6 East, to wit:-

"All the southern portion of Section 52, which is situated east of the levee system traversing said Huron Plantation; the tract of 239.9 arpents having been carved out of the southwest corner of said Section 52, prior to the acquisition thereof by Paul Billeaud; the part thus carved out having a width of 31.90 chains, running south 5d degrees east by a depth running north fifty-six degrees four minutes east, sufficient to make said quantity; the portion of Section 52 allotted to Paul Billeaud therein containing nine hundred twenty-three and 71/100 (923.71) acres.

"Lot Five containing seventeen and 60/100 (17.60) acres, Lot six containing 38.56 acres; and Lot Seven containing 5.72 acres, all in Section 10, and as per plat of survey above referred to.

"The south half of the northwest quarter containing eighty and 66/100 (80.66) acres; Lot One, containing 31.28 acres; Lot Two containing eighteen and 16/100 (18.16) acres, and the northeast one quarter of the southwest quarter of Section 11 containing forty and 36/100 (40.36) acres; all as per plat of survey mentioned hereinabove;"

Lith: The 1/12, undivided, of that certain tract of land, situated in the Parish of St. Martin, La., together with all improvements thereon, containing eighty-seven (87) acres, and bounded as follows: On the north by land of Mrs. C. M. Olivier, south by Railroad Right of Way, East by land of Louis P. Olivier, and on the West by land of Louis Labbe, which property was acquired by Paul Billeaud from Mrs. Nicholas Cormier, Nee Ledoux;

and this without the necessity of paying any inheritance tax.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the said Jeanne Mouton, widow of Manning F. Billeaud, be and she is hereby authorized to administer the estate of her minor son, Manning F. Billeaud, Jr., as natural tutrix, as provided by existing laws of this State.

Judgment rendered, read aloud and signed at Lafayette, Louisiana, on this So day of June A. D. 1930.

Raoue I Monton

3. 3

DISTRICT JUDGE.

Filed this day of June 1970

and recorded same date in book Deff Usef

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Bank of Lafayette & Trust Co. 15th JUDICIAL DISTRICT COURT vs. no. (4)3.

IN AND FOR THE

Paul Billeaud, et als

within the Parish of Lafayette, La., to-wit:

PARISH OF LAFAYETTE STATE OF LOUISIANA

Whereas, I, J. Dassas Trahan. , Sheriff of the Parish of Lafayette, State of Louisiana, by virtue of a writ of Seizure and sale, issued out of the Honorable the Fifteenth Judicial District Court in and for the Parish of Lafayette, State of Louisiana, in the matter of the above entitled and numbered suit and to me directed against the property of Baul Billeaud, et als, the defendant in the above said suit, did seize all and singular the right, title, interest and demand of said defendant in and to the following mentioned and described property, situated

"That certain plantation, or tracts of land, to-gether with all improvements, situated in the parish of Lafayette, containing six hundred and eighty-eight and 10-100 (688.10) arpents, more or less, bounded North by lands of Charles Billeaud, George Malagarie, Lucien St. Julien, and Gaston Labbe, formerly, now Security Land Co. Inc, south by land of Mrs. Adeol Landry and others, and land of Mhire, East by land of George Malagarie, Lucien St. Julien, the said land of Gaston Labbe, formerly, now Security Land Co., Inc., and land of Mhire, and West by land of M. Billeaud, Jr., Alcide Landry, Duplessis Landry, Lovinski Landry.

Whereas, having exposed the same to public sale for cash on Saturday, the 4th , 193 $oldsymbol{1}$, within legal hours for Judicial sales, after all the requisite day of April and legal formalities having been complied with and the terms and the conditions of the sale having been previously advertised in the English language for more than 30 days in the Advertiser , a newspaper published daily in the City of

Lafayette, La., and having a general circulation in the Parish of Lafayette, State of Louisiana, and the Recorder's Certificate of Mortgage bearing on said property having been first read to the bystanders (which certificate is annexed to, and forms part of, my proces-verbal of sale on file in record of above numbered and entitled suit) and which terms and conditions having been proclaimed by me, said Sheriff, in a loud and audible tone of voice to the bidders, previous to my commencing the crying of said property; when, on the terms and conditions aforesaid, I adjudicated the aforementioned property to the Security Land Co., Inc., a Louisiana Corporation domiciled in Lafayette parish, Louisiana, and herein represented by T. L. Evands, the President thereof

his being the last and highest bid therefor in the sum of \$32,500.00; out of said amount the purchaser retained in its hand the sum of \$12,727.10, being the amount on a mortgage in favor of Investors Mortgage Co. for \$12000.00 as shown by gage recorded under Number 83886, in Book M-8, at page 259 of the recorder fice of the parish of Lafayette, the sum of \$15838.16 being the amount due mortgage for \$16000.00 in favor of Prudential Life Insurance Co. as shown b gage recorded under No. 83885 in Book M-8, at page 249 of said office; the due on note Number three for \$533.00 due December 1st, 1930, on that certain \$1600.00 mortgage in favor of Investors Mortgage Co. recorded under No. 838 Book M-8, at page 263, amounting in principal and interest to \$675.92; the on note Number three for \$400.00 due December 1st, 1930, under that certain gage in favor of the Investors Mortgage Co. for \$1200.00, recorded under No. 83890, in Book M-8, at page 270 of said office and on which there is due the of \$507.00, and taxes on the said property amounting to \$505.00; a total of \$30253.18, which said mortgages and taxes were superior in rank and primed mortgage of the seizing creditor herein; the said adjudicatee paid to me in cash the sum of \$211.90 being the amount due for costs of court and costs of sale; and the balance amounting to \$2034.94 was paid to me in cash by the said purchaser; all as shown by return on writ in this cause.

Now, therefore, know all men by these presents, that I, the said Sheriff, do, in consideration of the premises, and by virtue of the law in such cases made and provided, bargain, sell, assign, convey, set over and deliver unto the said Security Land Co., Inc.

heirs and assigns, all the right, title, interest and demand which the said Paul Billeaud, Lacaze Billeaud, Willis J. Billeaud, Hilda M. Billeaud, Manning F. Billeaud, and Mabel Billeaud,

had in and to the aforedescribed property on the 4th day of April, 1931, or at any time since had, to have and hold, unto the said

Security Land Co., Inc., its Successors

trickand assigns, forever.

In faith whereof, witness my official signature and seal, given at Lafayette, Louisiana, in the presence of two undersigned competent witnesses, this fifteenth

day of April 1981
Witnesses:

Tayluanum
Seal

Sheriff, Larayette Paris, Louisiana.

Security Land Co., Inc.

President.

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M.4. page 170, and the tracts acquired on December 13, 1926, by act No. 80383, Book B-8, page 570, October 1, 1917, by Act No. 51835, Book F-5, page 449, on February 24, 1916 by Act No. 49214, on February 17, 1915, by Act No. 47468, Book X-4, page 415, on December 24, 1923, by Act No. 67448, E-6, page 383, November 28, 1923, by Act No. 67448, E-6, page 383, November 28, 1923, by Act No. 67448, E-6, page 383, November 28, of the page 539, all of the recorder's office of the page 539, all of the recorder's during thred as hereinafter stated by the appearer, Paul Billeaud, ence Lace community which existed between him and his wife, Laur-Endred and seventy-five and 76-100 arpents by act tracts of land wore thus acquired by the said Paul Billeaud; which the following dates and as follows, to-wit: the tract of four heize, now deceased, who died in this parish leaving as her Paul Billeaud, Willis J. Billeaud, Hilda M. Billeaud, Manrs, and issue of her said marriage the mortgagers herein, That said plantation comprises the several tracts **™**0• 44819, book

of thand of twenty-four arpents." POCAS, Book B-8, page 570, and the mortgagors herein mortwhen tract of twenty-five arpents acquired by said comprised in the said plantation is the two-thirds STATE OF LOUISIANA: PARISH OF LAFAYETTE.

BE IT KNOWN, that on this 15th __ day of April in the year of our Lord nineteen hundred and thirtyone, before me, DAN DEBAILLON, Notary Public in and for said parish and state, duly commissioned and qualified as such, personally came and appeared T. L. EVANS, herein acting in his capacity as President of and herein representing SECURITY LAND COMPANY, INC., who declared that for the ponsideration hereinafter mentioned he does by these presents, sell, transfer and deliver, with full guarantee of title and free from all incumbrances, and with subrogation to all its rights and actions of warranty against previous owners, unto LACAZE P. BILLEAUD, not married, WILLIS JOSEPH BILLEAUD, not married, MABEL BILLEAUD, not married, ROST AREFE BILLEAUD, wife of Paul Bechet, residents of the parish of Lafayette, and HILDA M. BILLEAUD, wife of Wiltz Emmer, a resident of the parish of Iberia, the following described property, to-wit:

That certain plantation, or tracts of land, sether with all improvements, situated in the parish of affayette, containing six hundred and eight eight and 10/100 (688.10) arpents, more or less, bounded north by lands of Charles Bille aud, George Malagarie, Lucien St. Julien, and Gaston Labbe, formerly, now Security Land Co., Inc., south by land of Mrs. Adeol Landry and others, and land of Mhire, east by land of George Malagarie, Lucien St. Julien, the said land of Gaston Labbe, formerly, now Security Land Co., Inc., and land of Mhire, and west by land of M. Billeaud, Jr., Alcide Landry, Duplessis Landry, and Lovinski Landry.

That said plantation comprises the several tracts of land acquired as hereinafter stated by the appearer, Paul Bille aud, during the community which existed between him and his wife, Laurence Lacaze, now deceased, who died in this parish leaving as her sole heirs, and issue of her said marriage, Lacaze Paul Billeaud, Willis J. Billeaud, Hilda M. Billeaud, Ewanhing F. Billeaud, deceased, Rose Aimee Billeaud Bechet, and Mabel Billeaud; which said tracts of land were thus acquired by the said Paul Billeaud on the following dates, and as follows, to-wit: the tract of four hundred and seventy-five and 76/100 arpents, by Act No. 44819, book M-4, page 170, and the tracts acquired on December 13, 1926, by Act No. 80383, Book B-8; page 570, October 1, 1917, by Act No. 51835, Book F-5, page 449, on February 24, 1916, by Act No. 49214, on February 17, 1915, by Act No. 47468, Book X-4,

page 415, on December 24, 1923, by Act No. 67448, Book E-6, page 383, November 28, 1923, by Act No. 67161, Book O-6, page 539, all of the recorder's office of the parish of Lafayette, Louisiana.

Also the following rights, title and interest in and to three hundred nine shares of BILLEAUD SUSAR FACTORY, a Louisiana corporation domiciled and doing business in the parish of Lafayette, represented by Certificate No. 3 for two hundred ninety nine shares (299) dated October 8, 1914, Certificate No. 40 for nine shares (9) dated January 27, 1928, and Certificate No. 10 for one share (1) dated October 8, 1914, all standing in the name of PAUL BILLEAUD, which rights were acquired by vendor from the said Paul Billeaud by dation en paiment of even date herewith, to-wit:

- 1. All the rights, title and interest, which Paul Billeaud has or had, and more particularly his one-half undivided as surviving husband in community of Laurence Lacaze, in and to the aforesaid stock.
- 2. The right of usufruct of Paul Billeaud on the other half of the said stock belonging (subject, however, to Paul Billeaud's right of rembursement and collection out of the said stock for amounts due his separate estate by the community existing between him and his said wife, Laurence Lacaze, deceased), to Lacaze P. Billeaud, Willis Joseph Billeaud, Mabel Billeaud, Hilda Billeaud Emmer, Rose Aimee Billeaud Bechet, and his deceased son, Manning F. Billeaud.
- 3. All the right, title and interest, which Paul Billeaud has or had, in and claims against said stock for mounts due his separate estate by the aforesaid community, and the right to collect the said amount out of the said stock, or any other assets of the said community; by amicable arrangement or settlement, by compromise or by judicial proceedings with or against his said children; and the said purchasers are hereby subrogated to all his rights and actions, as surviving husband in community of the said Laurence Lacaze, for the collection of the said amount; the amount so due being fixed by judgment rendered in the matter of the Succession of Laurence Lacaze, deceased wife of Paul Billeaud, and recorded under No. of the recorder's office of the parish of Lafayette.
 - 4. All the right, title and interest, which pal Billeaud has or had, in and claims against the said stock resulting from the payment by him of the debts due by the said community of acquets and gains between Paul Billeaud and his said wife, Laurence Lacaze, deceased, after the dissolution of the said community; and all Paul Billeaud's rights and actions for the collection out of the said stocks, of the amounts and debts of the said community thus paid by him; the said purchasers being hereby subrogated to all his rights and actions in the premises.

This sale is made and accepted subject to, but the purchasers do not personally assume the payment of, such sums as may be due for advances made during the year 1931, to Paul Billeaud for the planting and cultivation of crops on the real property herein sold, by the Billeaud Sugar Factory and M. Billeaud, Inc.; but, as aforesaid, subject only to amounts advanced for said purposes during the year 1931, but not any amounts, sums, indebtedness, obligations, or any other liability which may be due by the said Paul Billeaud to the said corporations.

This sale of said real property and stock is made and accepted for and in consideration of the price and sum of SEVENTY FIVE THOUSAND EIGHT HUNDRED FIFTY NINE AND 94/100 DOLLARS (\$75,859.94); and in part payment of the purchase price of said real estate only, and not as a part of the purchase price of said stock, the purchasers:

Assume the payment of and bind and obligate themselves in solido to pay the balance due on that certain promissory note for the sum of SIXTEEN THOUSAND AND 00/100 DOLLARS (\$16,000.00), dated November 26, 1927, drawn to the order of the Prudential Life Insurance Company of America, payable in twenty yearly installments of ONE HUNDRED SIXTY AND 00/100 DOLLARS (\$160.00), except the last, which is for TYELVE THOUSAND NINE HUNDRED SIXTY AND 00/100 DOLLARS (\$12,960.00), bearing six percent per annum interest, payable semi-annually, and the payment of which is secured by mortgage on a part of the real property heren sold and recorded under No. 83885, in book M-8, at page 249 of the mortgage records of the parish of Lafayette; and on which said mortgage there is a balance due of 'IFTEEN THOUSAND EIGHT HUNDRED THIRTY EIGHT AND 16/100 DOLLARS (\$15,838.16), interest being calculated and

included in said amount to this date.

- The purchasers assume the payment of and bind and obligate themselves in solido to pay the balance due on that certain promissory note dated November 26, 1927, in the sum of TWELVE THOUSAND AND 00/100 DOLLARS (\$12,000.00), represented by ten promissory notes for said sum, drawn to the order of INVESTORS' MORTGAGE COMPANY, the first nine of said notes each being for the sum of ONE HUNDRED TWENTY AND $\infty/100$ DOLLARS (\$120.00), and the tenth for the sum of TEN THOUSAND NINE HUNDRED TWENTY AND 00/100 DOLLARS (\$10,920100), bearing six percent per annum interest, the payment of which are secured by special mortgage on the remaining part of the real property herein sold, and recorded under No. 83886 in Book M-8, at page 259 of the recorder's office of the parish of Lafayette; on which said mortgage there is due the sum of TWELVE THOUSAND SEVEN HUNDRED TWENTY SEVEN AND 10/100 DOLLARS (\$12,727.10).
- J. And for the balance of the said price the purchasers have paid to the vendor in cash, the sum of FORTY SEVEN THOUSAND TWO HUNDRED NINETY FOUR AND 68/100 DOLLARS (\$47,294.68), receipt of which is hereby acknowledged, and for which due acquittance is herein granted, and the vendor and purchaser declare that included in this cash payment is the total purchase price of said stock in the Billeaud Sugar Factory; and that said stock is sold and delivered free of vendor's lien on said stock.

Purchasers dispense with certificate required by Article 3364 of the Revised Civil Code of this state, and also with the production of tax receipts required by law.

Done and passed at the parish of Lafayette, Louisiana, on the day and date first above written, in the

presence of Paul Billeaud and L. Arthur Doucet competent witnesses, who sign with appearers and me, officer, after due reading of the whole. LAND COMPANY, INC.

99546

Vasayette Louisiana 1931

A regularmeeting (of the Board of Directors of SECURITY LAND COMPANY, INC. Was held this day with the

following members present: N.A. Deanuard

Absent:

The President stated that included in the business to be taken up at this meeting was the ratification of the sale made by Mr. T. L. Evans, as President of the SECURITY LAND COMPANY, INC. to LACAZE P. BILLEAUD, WILLIS JOSEPH HILLEAUD, MABEL BILLEAUD, ROSE AIMEE BILLEAUD BECHET and HILDA M. BILLEAUD EMMER, which sale had been authorized informally by this board.

A certified copy of the sale was submitted to the Board of Directors; and after reading thereof, the following resolution was introduced by Mr. Older, who moved its adoption, and the same having been duly seconded was unanimously carried on a poll of the board:

BE IT RESOLVED that:

WHEREAS, the Security Land Company, acting through T. L. Evans, its President, did on April 15, 1931, sell, transfer, and deliver with full warranty of title, free from all incumbrances, and with subrogation to all its rights and actions of warranty against previous owners, unto LACAZE P. BILLEAUD, WILLIS J. BILLEAUD, MABEL BILLEAUD, ROSE AILEE BILLEAUD BECHET and HILDA M. BILLEAUD ELMER, the prooperty hereinafter described for the consideration hereinafter stated; and,

WHEREAS, the said sale was made by the said Evans with the sanction and authority of this board, and this board now desires to ratify and confirm the said sale:

BE IT, THEREFORE, FURTHER RESOLVED that the sale aforesaid by Security Land Company, Inc. to LACAZE P.

BILLEAUD, WILLIS J. BILLEAUD, MABEL BILLEAUD, ROSE AT EE

BILLEAUD BECHET, and HILDA M. BILLEAUD ETMER, dated

April 15, 1931, and recorded on April 22, 1931, under No.

99286 of the Conveyance Records of the parish of Lafayette, of the following described property:

That certain plantation, or tracts of land, together with all improvements, situated in the parish of Lafayette, containing six hundred and eighty-eight and 10/100 (688.10) arpents, more or less, bounded north by lands of Charles Billeaud, George Malagarie, Lucien St. Julien, and Gaston Labbe, formerly, now Security Land Co., Inc., south by land of Mrs. Adeol Landry and others, and land of Mhire, east by land of George Malagarie, Lucien St. Julien, the said land of Gaston Labbe, formerly, now Security Land Co., Inc., and land of Mhire, and west by land of M. Billeaud, Jr., Alcide Landry, Duplessis Landry and Lovinski Landry.

That said plantation comprises the several tracts of land acquired as hereinafter stated by the appearer, Paul Billeaud, during the community which existed between him and his wife, Laurence Lacaze, now deceased, who died in this parish leaving as her sole heirs, and issue of her said marriage, Lacaze PaulBilleaud, Willis J. Billeaud, Hilda M. Billeaud Emmer, Manning F. Billeaud, deceased, Rose Aimee Billeaud Bechet, and Mabel Billeaud; which said tracts of land were thus acquired by the said Paul Billeaud on the following dates, and as follows, to-wit: the tract of four hundred and seventy-five and 76/100 arpents, by act Ho. 44819, book M-4, page 170, and the tracts acquired on December 13, 1926, by act No. 80383, Book B-8, page 570, October 1, 1917, by act No. 51835, Book F-5, page 449, on February 24, 1916, by act No. 49214, on February 17,4915, by act Ho. 47468, Book X-4, page 415, on December 24, 1923, by act Ho. 67448, Book E-6, page 383, November 28, 1923, by act Ho. 67161, Book O-6, page 539, all of the recorders office of the parish of Lafayette, Louisiana.

Also the following rights, title and interest in and to three hundred nine shares of BILLEAUD SUGAR FACTORY, a Louisiana corporation domiciled and doing business in the parish of Lafayette, represented by Certificate No. 3 for two hundred ninety nine shares (299) dated October 8, 1914, Certificate No. 40 for nine shares (9) dated January 27, 1928, and Certificate No. 10 for one share (1) dated October 8, 1914, all standing in the name of PAUL BILLEAUD, which rights were acquired by vendor from the said Paul Billeaud by dation en paiment of even date herewith, to-wit:

- l. All the rights, title and interest, which Paul Billeaud has or had, and more particularly his one-half undivided as surviving husband in community of Laurence Lacaze, in and to the aforesaid stock.
- 2. The right of usufruct of Paul Billeaud on the other half of the said stock belonging (subject, however, to Paul Billeaud's right of reimbursement and collection out of the said stock for amounts due his separate estate by the community existing between him and his said wife, Laurence Lacaze, deceased), to Lacaze P. Billeaud, Willis Joseph Billeaud, Mabel Billeaud, Hilda Billeaud Emmer, Rose Aimee Billeaud Bechet, and his deceased son, Manning F. Billeaud.
- 3. All the right, title and interest, which Paul Billeaud has or had, in and claims against said stock for amounts due his separate estate by the aforesaid community, and the right to collect the said amount out of the said stock, or any other assets of the said community; by amicable arrangement or settlement, by compromise or by judicial proceedings with or against his said children; and the said purchasers are hereby subrogated to all his rights and actions, as surviving husband in community of the said Laurence Lacaze, for the collection of the said amount; the amount so due being fixed by judgment rendered in the matter of the Succession of Laurence Lacaze, deceased wife of Paul Billeaud, and recorded under No.

 of the redorder's office of the parish of Lafayette.
- 4. All the right, title and interest, which Paul Billeaud has or had, in and claims against the said stock resulting from the payment by him of the debts due by the said community of acquets and gains between Paul Billeaud and his said wife, Laurence Lacaze, deceased, after the dissolution of the said community; and all Paul Billeaud's rights and actions for the collection out of the said stocks, of the amounts and debts of the said community thus paid by him; the said purchasers being hereby subrogated to all his rights and actions in the premises.

For and in consideration of the purchasers:

1. Assuming the payment of and binding and obligating themselves in solido to pay the balance due on that certain promissory note for the sum of SIXTEEN THOUSAND AND 00/100 DOLLARS (\$16,000.00), dated November 26, 1927, drawn to the order of the Prudential Life Insurance Company of America, payable in twenty yearly installments of ONE HUIDRED SIXTY AND CO/100 DOLLARS (\$160.00), except the last, which is for TWELVE THOUSAND NIME HUNDRED SIXTY AND CO/100 DOLLARS (\$12,960.00), bearing six percent per annum interest; payable semi-annually, and the payment of which is secured by mortgage on a part of the real property herein sold and recorded under No. 83885, in

- book M-8, at page 249 of the mortgage records of the parish of Lafayette; and on which said mortgage there is a blance due of FIFTEEN THOUSAND EIGHT HUNDRED THIRTY EIGHT AND 16/100 DOLLARS (\$15,838.16), interest being calculated and included in said amount to this date.
- Assuming the payment of and binding and obligating themselves in solido to pay the balance due on that certain promissory note dated November 26, 1937, in the sum of THELVE THOUSAID AID 00/100 DOLLARS (\$12,000.00), represented by ten promissory notes for said sum, drawn to the order of INVESTORS' MORTGAGE COMPANY, the first nine of said notes each being for the sum of ONE HUNDRED THENTY AND 00/100 DOLLARS (\$120.00), and the tenth for the sum of TEN THOUSAID NINE HUNDRED TWENTY AND 00/100 DOLLARS (\$10,920.00), bearing six percent per annum interest, the payment of which are secured by special mortgage on the remaining part of the real property herein sold, and redorded under No. 83886 in Book M-8, at page 259 of the recorder's office of the parish of Larayette; on which said mortgage there is due the sum of TWELVE THOUSAND SEVEN HUNDRED TWENTY SEVEN AND 10/100 DOLLARS (\$12,727.10).
- J. And for the blance of the said price the purchasers paying to the vendor in cash, the sum of FORTY SEVEN THOUSAND TWO HUIDRED NIMETY FOUR AND 68/100 DOLLARS (\$47,294.68), receipt of which is hereby acknowledged, and for which due acquittance is herein granted, and the vendor and purchaser declare that included in this cash payment is the total purchase price of said stock in the Billeand Sugar Factory; and that said stock is sold and delivered free of vendor's lien on said stock;

be and the same is hereby approved, confirmed and ratified; and said sale given force and effect as fully as if made originally by authority of the resolution of this Board of Directors; and giving to the said LACAZE P. BILLEAUD, MILLIS JOSEPH BILLEAUD, MABEL BILLEAUD, ROSE AIMEE BILLEAUD BECHET, AND HILDA M. BILLEAUD EFFER good and perfect title to the said property.

BE IT FURTHER RESOLVED that a certified copy of these minutes be recorded in the Conveyance records of the parish of Lafayette.

There being no further business, on motion duly seconded and unanimously carried, the meeting adjourned.

PRESIDENT

I hereby certify that the above and foregoing is a true and correct copy of the minutes of the meeting of the Board of Directors of Security Land Company, Inc., and of the resolution thereat adopted, as inscribed in the minute book of this corporation.

In testimony whereof, witness my signature and seal of sayer comporation at versue te, Louisiana, this the

day of

Filed this. 14

A.D., 1931.

Law Office of OORHIES & LABBE Lafayette, La.

Cash Sale

STATE OF LOUISIANA, PARISH OF LAFAYETTE

BE IT KNOWN, That on this

the day of

in the control of the control of the control

in the year of our Lord, nineteen hundred and thirty-six

the undersigned authority , Notary Public in and for said Parish and State, duly

commissioned and qualified as such, personally came and appeared

WILLIS J. BILLEAUD, unmarried and of legal age, a resident of the Parish of Lafayette, Louisiana the Commence of the American State of the Commence of the Comme

ho declare that for the consideration hereinafter mentioned if the consideration hereinafter mentioned if the head of the consideration hereinafter mentioned if the head of the consideration hereinafter mentioned if do es by these presents, sell, transfer and deliver with full guarantee of title and free from all incumbrances, and with subrogation to all his rights and actions of warranty against previous owners unto

LACAZE BILLEAUD, married to Annabel Broussard, a resident of the Parish of Lafayette, Louisiana

himself present, accepting and purchasing for

and heirs and assigns and

icknowledging delivery and possession thereof, the following described property, to-wit:

Vendor's undivided one-fifth (1/5) in and to:

"That certain plantation or tracts of land, together with all improvements, situated in the Parish of Lafayette, containing six hundred and eighty-eight and 10/100 arpents, more or less, bounded north by lands of Charles Billeaud, George Malagarie, Lucien St. Julien, and Gaston Labbe, formerly, now Security Land Company, Inc., south by land of Mr. Adeol Landry and others, and land of Mhire, East by land of George Malagarie, Lucien St. Julien, the said land of Gaston Labbe, formerly, now Security Land Company, Inc., and land of Mhire, and west by land of Mr. Billeaud Jr., Alcide Landry, Duplessie Landry and Lovinski Landry", being the same property acquired by vendor and others under Act No. same property acquired by vendor and others under Act No.

also Vendor's one fifth (1/5) in and to two hundred and ninety-eight (298) shares of capital stock of the Billeaud Sugar Factory, Inc., bearing certificate No. 62.

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In consideration for said sale the purchaser does by these

- presents bind and obligate himself to pay the share of the vendor herein in and to the following described indebtedness to wit:

 (1) That certain promissory note dated November 26, 1927 in the original amount of \$16,000.00 payable to the Prudential Life Insurance Company, on which there is a balance due at the present time of \$14,720.00; which said note is secured by a mortgage the aring on three hundred and twenty-eight (328) acres of/property herein sold, recorded in the Clerk's Office of this Parish under Act No. 83885.
 - That certain promissory note dated November 26, 1927 in the original principal amount of \$12,000.00 payable to the Investors Mortgage Corporation on which there is a balance of \$11,040.00; which said note is secured by mort-gage on two hundred and fifty-three (253) acres of the property herein sold and recorded in the Clerk's Office of this Parish under Act No. 83886.
 - 3. Those certain five (5) promissory notes dated April 15, 1931 each in the original amount of \$10,000.00 payable to the Commercial Bank of Lafayette and Trust Company on which there is a balance due of approximately \$50,600.00; which said notes are secured by mortgage on the property herein sold and recorded in the Clerk's Office of this Parish under Act No. 99286; and also secured by pledge of the above shares of stock.

which acquittance is herein granted. Purchaser dispense A with certificate required by Article 3364 of the I vised Civil Code of this State. DONE AND PASSED at the Parish of Lafayette, Louisiana, on the day and date first above writt in the presence of Babal Balleand and Calle Barnel competent witnesses, who sign with appearers and me, officer, after due reading of the whole. WITNESSES: Malle Balleand Adelle Barnel Adelle Barnel Adelle Barnel Adelle Barnel Adelle Barnel Adelle Barnel
Purchaser dispense A with certificate required by Article 3364 of the I vised Civil Code of this State. DONE AND PASSED at the Parish of Lafayette, Louisiana, on the day and date first above writt in the presence of Arabel Belleand and delle Grand of the whole competent witnesses, who sign with appearers and me, officer, after due reading of the whole. WITNESSES: Adelle Belleand
DONE AND PASSED at the Parish of Lafayette, Louisiana, on the day and date first above writt in the presence of Mahal Balland and Malel Barand competent witnesses, who sign with appearers and me, officer, after due reading of the whole. WITNESSES: Adel Balland Adele Barand
DONE AND PASSED at the Parish of Latayette, Louisiana, on the day and date first above writt in the presence of Makel Belle and Adel Belle whole. WITNESSES: WITNESSES: Delaye Belleand Adel Bannet Delayette, Louisiana, on the day and date first above writt and Adel Belleand Adel Belleand Delayette, Louisiana, on the day and date first above written the presence of the whole. WITNESSES: Adel Belleand Delayette, Louisiana, on the day and date first above written the presence of the parish of the whole.
in the presence of Makel Bulleand and Adult British of the whole. WITNESSES: Salel Bulleand Dacase Bulleand Adult Barand Dacase Bulleand Dacase Bulleand
competent witnesses, who sign with appearers and me, officer, after due reading of the whole. WITNESSES: Lakel Believant Decaye Bulleand Abele Banniet Donald Fahle
WITNESSES: Stilles J. Belleaus Daniel Baranel Sacaze Bulliand Abele Baranet
WITNESSES: Stilles J. Belleaus Daniel Baranel Sacaze Bulliand Abele Baranet
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NOTARY PUBLIC
The Community of the American State of the Community of t
THE THIS AND BAY OF JUNE 1936
AT PAGE THE BOOK

Law Office Of VOORHIES & LABBE Lapanette, La.

Cash Sale

STATE OF LOUISIANA, PARISH OF LAFAYETTE

BE IT KNOWN, That on this

1814

day of

RODENARY March

in the year of our Lord, nineteen hundred and

forty-two

pefore me

the undersigned

', Notary Public in and for said Parish and State,

- duly commissioned and qualified as such, personally came and appeared
 - P. LACAZE BILLEAUD, married to Annabel Broussard,
 - a resident of the Parish of Lafayette, Louisiana,

who declared that for the consideration hereinafter mentioned he do es by these presents, sell, transfer and deliver with full guarantee of title and free from all incumbrances, and with subrogation to all his rights and actions of warranty against previous owners unto

WILLIS J. BILLEAUD, married to Anne Castille,

a resident of the Parish of Lafayette, Louisiana,

present, accepting and purchasing for himself

and heirs and assigns and

acknowledging delivery and possession thereof the following described property, to-wit:

An undivided one-fifth (1/5) in and to:
"That certain plantation or tract of land, together with all improvements, situated in the Parish of Lafayette, containing six hundred and eighty-eight and 10/100 arpents, more or less, bounded north by lands of Charles Billeaud, George Malagarie, Lucien St. Julien, and Gaston Labbe, formerly, now Security Land Company, Inc., south by land of Mr. Adeoi Landry and others, and land of Mhire, East by land of George Malagarie, Lucien St. Julien, the said land of Gaston Labbe, formerly, now Security Land Company, Inc., and land of Mhire, and west by land of Mr. Billeaud, Jr., Alcide Landry, Duplessie Landry and Lovinski Landry", being the same property acquired by vendor by Act No. 120364, Clerk's Office, Lafayette Parish, Louisiana.

Also an undivided one-fifth (1/5) in and to: Two hundred and ninety-eight (298) shares of capital stock of the Billeaud Sugar Factory, Inc., bearing certificate No. 62.

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The consideration of this sale is the release of the vendor by the purchaser of the obligation assumed by him in an act dated June 19, 1936 recorded under entry No. 120,364 of the Clerk's Office of the Parish of Lafayette, Louisiana, to pay purchaser's share of the following described indebtedness to-wit:

- (1) That certain promissory note dated November 26, 1927 in the original amount of \$16,000.00 payable to the Prudential Life Insurance Company, on which there is a balance due at the present time of \$73,000.00; which said note is secured by a mortgage bearing on three hundred and twenty-eight (328) acres of the property herein sold, recorded in the Clerk's Office of this Parish under Act No. 83885.
- 2. That certain promissory note dated November 26, 1927 in the original principal emount of \$12,000.00 payable to the Investors Mortgage Corporation on which there is a balance of approximately \$ 9709.00; which said note is secured by mortgage on two hundred and fifty-three (253) acres of the property herein sold and recorded in the Clerk's Office of this Parish under Act No. 83886.
- 3. Those certain five (5) promissory notes dated April 15, 1931 each in the original amount of \$10,000.00 payable to the Commercial Bank of Lafayette and Trust Company on which there is a balance due of approximately \$35081.87; which said notes are secured by mortgage on the property herein sold and recorded in the Clerk's Office of this Parish under Act No. 99286; and also secured by pledge of the above shares of stock.

Purchaser herein does by these presents bind and obligate Himself to pay one-fifth (1/5) of the promissory hotes described above.

This sale is made and accepted for and in consideration of the sum-of the above cancellation and assumption of debt -Bellars, each-in-hand-paid,-for which acquittance is herein granted.

Purchaser dispense s with certificate required by Article 3364 of the Revised Civil Code of this State.

DONE AND PASSED at the Parish of Lafayette, Louisiana on the day and date first above written, in the presence of Alex Bound and B Worker. competent witnesses, who sign with appearers and me, officer, after due reading of the whole.

WITNESSES:

NATIONAL PROPERTY OF THE PARTY
NOTARY PUBLIC

FILED THIS LE DAY OF March 19 %

sy keller

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TAX STATEMENT	DATE 3/10 1982 WARD A.	State of Louisiana, Parish of Lafayette.	Name Land Williams + Others	Description LP2 and PM. S. Lang	1954 Taxes \$ (Aud)
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Parish of Lafayette, Gaston P. Hebert, Sheriff & Ex-Officio Tax Collector.

19 4 Taxes

Total Taxes Due

, , , ,

VALUE OF PROPERTY TRANSFERRED

TO

BILLEAUD PLANTERS, INC.

STATE OF LOUISIANA

Page 1 of 19

PARISH OF LAFAYETTE:

BE IT KNOWN that on this 10 day of Securber A. D., 1943, before me, Donald Labbe, Notary Public in and for the Parish of Lafayette, Louisiana, duly commissioned and qualified as such personally appeared

P. LACAZE BILLEAUD, ROBERT COMEAUX, GEORGE L.

BILLEAUD, WILLIS J. BILLEAUD, & CHAS. H. BILLEAUD
who are the members of the Board of Directors of Billeaud Planters,
Inc. who declared that pursuant to the provisions of Act 250 of
1928 of the Act of the Legislature of Louisiana, and acts amendatory thereof, they have, and do by these presents appraise the
properties this day transferred to the Corporation by the subscribers to the capital stock of the said corporation, as fully described in the notarial acts of transfers at their fair market values, as
follows to-wit:

MRS. MARIE LOUISE COMEAUX ST. JULIEN

(1) A certain tract of land, together with all the improvements thereon, situated in the Parish of Lafayette, Louisiana, containing 46.36 superficial argents or 39.50 acres, more or less, bounded North by land of heirs of Mrs. Ozeme Dubois or assigns, South by land of Albert Mouchet, East by a public road and West by land of Mrs. Antoine Mouchet or assigns, said tract being located in the Northern portion of the Northwest quarter of Section 4, Township 11, South, Range 5 East.

A certain tract of land, together with all the improvements thereon, situated in the Parish of Lafayette, Louisiana, containing 46.36 superficial arpents or 39.50 acres, more or less, bounded North by land of Albert Mouchet, South and East by public road, and West by land of Mrs. Antoine Mouchet or assigns; said tract being located in the Southern portion of the Northwest Quarter of Section 4, Township 11 South, Range 5 East.

A certain tract of land, together with all the improvements thereon, situated in the Parish of Lafayette, Louisiana, containing 195.14 superficial arpents or 165 acres, more or less, bounded North by lands of Sidney Greig, Calvin Moss, and Dr. Geo. Stromer or assigns, South by land of Edmond

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Comeaux and of P. A. Dupleix or assigns, East by land of Mrs. Antoine Mouchet or assigns and West by land of P. A.
  Dupleix or assigns; said tract being located in the North half of Section 5, Township 11 South, Range 5 East.
                                                                 23767.00
   (2) 1 Single-row Hurry-Cane harvester No. 4-045 complete
  with U-40 Allis Chalmers power unit, equipped with 10.00 x 36 cane field rear tires and 9-24 front tire.
  (\$4,466.72 - \frac{1}{2} \text{ interest therein.})
  1 Longman mechanical hoeing machine.
  2 John Deere Walking cultivators with spring tooth attach-
  ment.
  1 Formal Tractor F-30 No. AA 27586 with double choppers,
  rubber tires & hydraulic power lift.
  1 No. 4 John Deere mower.
  1 WC Allis Chalmers Tractor No. 125455 with one Thomson
  single disc and one Thomson row plow. Rubber tires.
  2 Nabors came carts on rubber tires.
  2 Single plows.
   4 Double plows.
  1 Riding cultivator.
  l Corn planter.
   4 Home made harrows.
  1 Section harrow.

14 Bernard wagons.
  2 Fertilizer distributors.
  1 Home made stubble shaver.
  8 Sets standard gears.
  10 Hoes.
  3 Spades.
  3 Shovels.
  1 Horse.
  9 Mules.
  Valued at . .
                                                     .$6,570.03
   (3) All of transferor's crops as of October 19, 1943 on
   the above described plantations.
   Valued at .
                                                . . . 5,501.78
  (4) All of transferor's sugar cane already planted and all of the 1944 stubble on the plantations of transferor above described.
                                      . . . . . . 2,175.00 .
   (5) 63 shares of Capital Stock of Billeaud Sugar
  Factory, Inc. represented by certificate No. 58.
   Valued at . . .
   (6) 75 shares of Capital Stock of Opelousas Production Credit Association.
   Valued at . . . .
                                                         375.00
   Total Valuation .
                                                                $60,438.81
           Said properties are received by the Corporation subject
to the following obligations:
   (a) Note to the Federal Land Bank of New Orleans
   in the original principal amount of $6500.00, on
   (b) Cortain promissory note in the original prin-
   cipal amount of $4750.00 in favor of the Commer-
   cial Bank of Lafayette & Trust Co. in Liquidation
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on which there is a balance due of 1625.29

Wet fair market values of properties \$45,700.68

ROBERT COMEAUX

(1) A certain tract of land, together with all the improvements thereon, situated in the Parish of Lafayette, Louisiana, containing 236 50/100 arpents, bounded North by a public road, South by a public road in part, and in part by lands of heirs of Alcee Fabre and of Alphonse Albert Comeaux, East by lands of Estorge and Billeaud or assigns and of Estainville Landry or assigns and West by land of Alphonse Albert Comeaux; said tract of land being located in the South half of Section 4 and in the North half of Section 9, all in Township 11, South, Range 5 East.

(2) An undivided one-half of:

1 Single-row Hurry-Cane harvester No.

4-045 complete with U-40 Allis-Chalmers power unit, equipped with 10.00 x 36 cane field rear tires and 9-24 front tire (\$4,466.72 \frac{1}{2} interest therein).

1 Castagnos revolving stubble shaving machine.

1 Longman mechanical hoeing machine.

2 Thomson cane carts on rubber tires.

1 Farmal tractor F-30 No. F. B. 29932 with 10.00

x 44 Goodyear tires hydraulic power lift and boom. 1 Farmal F-30 No. AA6761, with 10.00 x 44 tires,

hydraulic power lift and boom.

1 Two-row cultivator

l Tractor disc chopper.

1 Tractor gang plow.

14 Single & double plows.

2 Walking cultivators.

3 Riding cultivators.

1 Corn Planter.

5 Section harrows (home-made)

3 Bernard wagons.

2 Nabors cane carts on rubber tires

1 Stubble digger.

10 Sets standard gears.

l Fertilizer distributor.

2 Avery sweepers.

1 John Deere No. 4 Mower.

10 Hoes.

l Poison distributor.

5 Spades.

5 Shovels.

1 2-row fertilizer attachement for tractor

1 horse

10 mules.

Valued at
(3) Transferor's undivided one-half of all crops, as of October 19, 1943 on the above described plantations, and on the plantations belonging to the heirs of A. A.Comeaux. Valued at
(4) Transferor's undivided one-half of all sugar cane already planted and all of the 1944 stubble on the plantations above described and on the plantation belonging to the heirs of A. A. Comeaux. Valued at
(5) 63 shares of capital stock of Billeaud Sugar Factory, Inc. represented by certificate No. 57. Valued at
(6) 50 shares of capital stock of Opelousas Production Credit Association. Valued at
Total Valuation
Said properties are received by the Corporation
subject to the following obligations:
(a) Promissory note of \$10,000.00 in favor of Federal Land Bank of New Orleans on which there is a balance due of
(b) Two promissory notes of \$12,500.00 each in favor of future holder or holders held by Commercial Bank of Lafayette & Trust Co. in Liquidation on which there is a balance due of
(c) Chattel mortgage note of \$8500.00 in favor of Opelousas Production Credit Association on which there is a balance due of
Not fair market values of properties \$30346.81
MRS. MARIE AMELIE COMEAUX BILLEAUD
(1) That certain tract of land situated in the Parish of St. Martin, State of Louisiana, on the West side of Bayou Tortue, with all the buildings and improvements thereon, having seven and one-half arpents front on said Bayou by a depth of forty arpents, and which said tract of land contains three hundred superficial arpents, more or less, and is bounded on the North by David Sandoz or assigns, South by the estate of Gabriel Fuselier, East by the Bayou Tortue and West by C. Labbe or assigns - and which said land is situated in

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Section 70, Township 10 South, Range 5 East, Section 39 Township 11 South Range 5 East, Section 52 Township 11 South Range 5 East, Section 46 Township 11 South Range 6 east, Section 88 Township 10 South, Range 6 East, Louisiana Meridian.

- (2) That certain tract of land situated in the Parish of St. Martin, Louisiana, containing 26.55 acres, more or less, and being Lot No. 5 of a partition made between the heirs of Henry Fuselier, and which said land is bounded on the North by Mrs. Andre Billeaud, South by Mrs. Herminie Fuselier, or assigns, East by J. H. Fuselier, and West by Mrs. Cormier, or assigns, and which said land is situated in Section 51, Township 11, South, Range 6 East, Louisiana Meridian.
- (3) That certain tract of land situated in the Parish of St. Martin, La., containing 33 superficial argents, more or less; bounded North by Road; South by Mrs. Andre Billeaud and in part by Bayou Tortue, East by Road and West by Bayou Tortue, and which said land is situated in Section 126, Twp. 10, S.R. 6 E., Louisiana Meridian.
- (4) That certain tract of land situated in the Parish of St. Martin, Louisiana, on the east side of Bayou Tortue, containing fifteen (15) arpents, more or less, bounded on the north by Andre Billeaud, south by Clovis Potier, east by public road leading to St. Martin-ville and west by Bayou Tortue, located in Section 126 T. 10, S. R. 6 E., Louisiana Meridian.
- (5) That certain lot of ground together with the improvements thereon, situated in the Town of Broussard, State of Louisiana, and being known and designated on the plan of said Town as Lot 9 of Block C; said lot being in the shape of a triangle and having a front on Washington St. or Avenue of forty feet; and is bounded on the North by Railroad Avenue; on the East by Washington Street, and on the West by an alley, name unknown. Said lot having been acquired under Act No. 95647 and Act No. 95836 of the Clerk's Office of Lafayette Parish.

Those two lots of ground situated in the corporation of the Town of Broussard, Louisiana, together with the improvements thereon; said lots heing known and designated on the plat of said Town as Lots 7 and 8 of Block C. Said lots having the following boundaries and dimensions, to-wit: Lot No. 7 having a front of sixty feet on Lee Avenue by a depth of one hundred and twenty feet. ThoteNo. 8 having a front of one hundred feet on Lee Avenue, and having a triangular shape; and together said lots are bounded on the North by Railroad Street, on the South by Lot No. 6, on the East by unknown street or alley; same having been acquired as above.

Those two certain lots of ground, situated in the Town of Broussard, Parish of Lafayette, Louisiana, which said lots contain and measure forty-seven feet eight inches by one hundred and twenty feet in depth each, and being known and designated as Lots 5 and 6 of Block C, and being bounded on the North by Lot 7; on the South by Lot 4; on the East by an alley, and on the West by Lee Avenue, having been acquired as above stated.

(6) l Farmal Tractor F-30 No. 29647 HS with 10.00 X 44 Goodrich Tires, Hydraulic power lift and boom, standing board and QD Hitch.

1 Two-row cultivator with guide attachment.

1 Double Section chopper with capping attachment.

1 Row plow with extra shares.

2 Thomson cane carts on rubber tires

1 Spade

l Shovel

3,304.04

1,305.00

22.050.00

(10) 50 shares of Capital Stock of Opelousas Production Credit Association.

250.00

56,787.55

Said properties are received by the Corporation

subject to the following obligations:

Total Valuation . . .

- (a) Promissory note of \$1600.00 in favor of Federal Land Bank of New Orleans, on which there is a balance due of . . . \$ 1208.40
- (c) Promissory note in the original principal amount of \$2000.00 in favor of Commercial Bank of Lafayette & Trust Co.

SOULIER.

- (d) Two promissory notes each in the amount of \$5000.00 in favor of Commercial Bank of Lafayette & Trust Co.
- (e) Promissory note in the principal amount of \$6,500.00 in favor of Commercial Bank of Lafayette & Trust Co.

There is a balance due at the present time on obligations c, d & e above in the amount of

- (f) promissory note of \$5363.00 in favor of Opelousas Production Credit Association on which there is a balance due of . 4,635.00
- (g) Promissory note in favor of George Switzer in principal amount of \$2819.00 on which there is a balance due

 $\frac{1,994.91}{$34,089.98}$

\$34,089.98 Total Obligations. . . .

MARTIAL A. COMEAUX, MRS. CATHERINE COMEAUX BILLEAUD

MRS. MARY ALICE COMEAUX LANDRY & MRS. LOUISE COMEAUX

(1) A certain tract of land, situated in the Parish of Lafayette, Louisiana, together with all the improvements thereon, containing two hundred seventeen and 50/100 (217.50) arpents in superficial area, bounded North by public road, South and West by public road, and East by land of Robert Comeaux; said tract of land being located in the Western part of the South half of Section 4 and in the Western part of the North half of Section 9, all in Town > ship 11 South, Range 5 East;

A certain tract of land, together with all improve-ments thereon, situated in the Parish of Lafayette, State of Louisiana, containing forty-seven and 68/100 (47.68) arpents in superficial area, bounded North by public road separating said tract from land of M. Billeaud or assigns, South by land of J. A. Landry or assigns, East by public road, and West by land of Robert Comeaux; said tract being located in the Northeast quarter of the Southwest quarter of (2)

\$23,712.70

Those two certain lots of ground, situated in the village of Broussard, Louisiana, said lots being known and designated as Lots numbers 5 and 6 of Block "P" of said town and all improvements thereon and thereunto appertaining, said lots measuring sixty feet front each on Lee Avenue by a depth of one hundred twenty feet, said lots being bounded

North by Lot No. 4 of Block P, South, by Madison Street, East by a 20 foot alley, and West by Lee Avenue; all as per plat of the said village of Broussard, drawn and made by T. J. Rusk, C. E. **.** \$ 2500.00 (3) An undivided one-half of 1 Single-row Hurry-Cane harvester No. 4-045 complete with U-40 Allis-Chalmers power unit, equipped with 10.00 x 36 can field rear tires and 9-24 front tire (\$4,466.72 \frac{1}{2} interest therein). l Castagnos revolving stubble shaving machine. 1 Longman mechanical hoeing machine. 2 Thomson cane carts on rubber tires. 1 Farmal tractor F-30 No. F. B. 29932 with 10.00 x 44 Goodyear tires, hydraulic power lift and boom. 1 Farmal F-30 No. AA6761, with 10.00 x 44 tires, hydraulic power lift and boom. 1 Two-row cultivator. 1 Tractor disc chopper. 1 Tractor gang plow 14 Single & double plows. 2 Walking cultivators. 3 Riding cultivators. 1 Corn planter. 5 Section harrows (home-made) 3 Bernard Wagons. 2 Nabors cane carts on rubber tires l Stubble digger. 10 Sets standard gears. 1 Fertilizer distributor 2 Avery sweepers. l John Deere No. 4 Mower. 10 Hoes. l Poison distributor. 5 Spades. 5 Shovels. 1 2-row fertilizer attachment for tractor 10 Mules. . 4697.78 (4) Transferor's undivided one-half of all crops as of October 19, 1943 on the above described plantations, and on the plantations belonging to Robert Comeaux. Valued at . . . 3920.69 (5) Thansferor's undivided one-half of all the sugar cane already planted and all of the 1944 stubble on the plantations above described and on the plantations belonging to Robert Comeaux. Valued at 1305.00 (6) 63 shares of Capital Stock of Billeaud Sugar Factory, Inc. represented by certificate No. 56. . .22050.00 (7) 50 shares of Capital Stock of Opelousas Production Credit Association. Valued at . . 250.00 \$58436.17 Total Valuation .

Said properties are received by the Corporation subject to the following obligations:

- (b) Certain promissory note in the amount of \$4,000.00 payable to the Commercial Bank of Lafayette & Trust Co.
- (c) Certain promissory note in the principal amount of \$10,000.00 due to Commercial Bank of Lafayette & Trust Co.
- (d) Certain note of \$21,000.00 due to Commercial Bank of Lafayette & Trust Co.
- (e) Certain judgment in favor of R.F.C. in principal amount of \$21,000.00

That the obligations described as b, c, d and e above are held by the Commercial Bank of Lafayette & Trust Co. and there is an aggregate balance due thereon of . . \$.9916.78

(f) Certain promissory note in favor of Opelousas Production Association in the original principal amount of \$8500.00 on which there is a balance due of . . v 5136.65 \$21841.11

ANTOINE HEBERT BILLEAUD

- (1) A certain parcel of ground situated in the Town of Broussardville, Louisiana, measuring sixteen and 81/100 feet front on Morgan Avenue, being a portion of lot number three of Block B, and bounded North by Hebert Billeaud, South by J. Gustave St. Julien, East by an alley and West by Morgan Avenue; and being the same property acquired by H. Billeaud by Act No. 29651 of the recorder's office of the Parish of Lafayette, Louisiana.
- (2) One certain lot of ground situated in the Town of Broussardville, Louisiana, being Lot No. 4 of Block B, measuring forty-six 81/100 feet, fronting on Morgan Avenue by the depth of one hundred and twenty feet, bounded North by Lot No. 5; being the same property acquired by H. Bille aud by Act dated July 8, 1897 and recorded under No. 22697 of the recorder's office of the Parish of Lafayette, Louisiana.
- (3) One certain lot of ground situated in the Town of Broussardville, Louisiana, being Lot No. 5 of Block B, measuring forty-six and 81/100 feet front on Morgan Avenue by 110 feet in depth, bounded North by Lot No.

6, South by Lot No. 4, East by an alley and West by Morgan Avenue, as per plan of said Town by T. J. Rask, C. E,; and being the same property acquired by H. Billeaud by Act No. 24803 of the Recorder's Office of the Parish of Lafayette, Louisiana.

(4) The west half of Lots numbers 22, 21, 20, 19 and the one-quarter of number 18, all of Block B, same to contain and measure two hundred and fifty-eight 52/100 feet along a 20 ft. alley by a depth of sixty feet along Main Street, and bounded North by remaining portion of Lot No. 18, South by Main Street, East by remaining portion of said lots first described and west by a now closed 20 ft. alley; and less and excepting from the above described lots, the following:

That certain parcel of ground situated in the Town of Broussard, Louisiana, having a width along the Western Line thereof of one hundred and one feet, by a depth in parallel lines of seventy feet, more or less, and being composed of the Western half of Lot No. 22 and the Southern 41 feet of the Western one-half of Lot No. 21, and the Eastern 10 feet of the alley west of said parcel and forming same; and bounded North by the remainder of said West half of Lot 21, South by Main Street, East by the Eastern portion of Lot 21, and by Lot 22, and West by the Western one-Ohalf of the said alley, the property of Roy J. Billeaud, to the Town of Broussard, in Block B thereof, as shown by Act of Exchange No. 72361 of said office.

- (5) That certain parcel of ground situated in the town of Broussard, Louisiana, having a front on Morgan Avenue of thirty-six and 7/10 feet by a depth in parallel lines of 120 feet, and being the southern 36.7 feet of Lot No. 6 of Block B, and the Western 10 feet of the alley East of said parcel and abutting same; and bounded North by the remainder of Lot No. 6 aforesaid, and of the said alley, South by Lot No. 5 and being the remainder of the said alley on the east of the eastern portion of the said alley and west by Morgan Avenue; and acquired by Act of Exchange No. 72361 of said office.

\$ 6000.00

(7) Marsh land described as follows: North half of Section Thirty-two (32), the South One-half (S\frac{1}{2}) of Section Thirty-three (33), and the West One-half (W\frac{1}{2}) of Section Thirty-four (34), all in Township Thirteen (13) South, Range Five (5) East in Iberia Parish, Louisiana, containing approximately 960 acres. Valued at
(8) 317 shares of Capital Stock of Billeaud Sugar Factory, Inc. represented by certificates numbers 55, 66 and 67. Valued at
(9) 107 shares of Capital Stock of Billeaud Marsh land, Inc. Valued at
(10) 30 shares of Capital Stock of Lafayette Motors, Inc. Valued at
(11) 20 shares of the Capital Stock of Begnaud Oil Co. Inc. Valued at
Total Valuation
Said properties are received by the Corporation
subject to the following dbligations:
(a) Promissory note in the principal amount of \$10,390.64 in favor of Commercial Bank of Lafayette & Trust Co.
(b) Certain promissory note in the original principal amount of \$50,000.00 in favor of Commercial Bank of Lafayette & Trust Co.
(c) Certain promissory note in the principal amount of \$50,000.00 in favor of Commercial Bank of Lafayette & Trust Co.
(d) Promissory note in principal amount of \$29,883.00 in favor of Kommercial Bank of Lafayette & Trust Co.
That on obligations a, b, c & d above to the Commercial Bank of Lafayette & Trust Co. there is a balance due of
Total obligations assumed 110239.49
Net fair market values of properties \$ 22360.51

LACAZE P. BILLEAUD, HILDA M. BILLEAUD, ROSE AIMEE BILLEAUD,

MABEL BILLEAUD & WILLIS J. BILLEAUD

(1) That certain plantation, or tracts of land, together with all improvements, situated in the parish of Lafayette, containing six hundred and eighty-eight and 10/100 (688.10) arpents, more or less, bounded north by lands of Charles Billeaud, George Malagarie, Lucien St. Julien, and Gaston Labbe, formerly, now Security Land Co., Inc. south by land of Mrs. Adeol Landry and others, and land of Mhire, east by land of George Malagarie, Lucien St. Julien, the said land of Gaston Labbe, formerly now Security Land Co., Inc., and land of Mhire, and west by land of M. Billeaud, Jr., Alcide Landry, Duplessis Landry, and Lovinski Landry,

which said plantation was acquired by Lacaze P. Billeaud, Willis J. Billeaud, Mabel Billeaud, Rose Aimee Billeaud, wife of Paul Bechet, and Hilda Billeaud, wife of Wiltz Emmer, from the Security Land Company, Inc., by Act No. 99,286, dated April 15, 1931 and recorded April 22, 1931 in Book W-9, p. 305,

and which said plantation was acquired by the said Security Land Company, Inc. in the foreclosure suit of the Bank of Lafayette and Trust Company vs. Paul Billeaud et als, No. 8873, which acquisition was by Act No. 99,190, dated April 15, 1931 and recorded April 16, 1931 in Book W-9, p. 297.

(1a) 1 Castagnos revolving stubble shaving machine

l Longman mechanical hoeing machine.

2 Thomson cane carts equiped on rubber tires. 1 Single-row Hurry-Cane Harvester No. 4-049 complete with U-40 Allis Chalmers power unit, equiped with 10.00 x 36 cane field rear tires and 9-24 front tire. ($\frac{1}{2}$ interest therein).

1 Farmal Tractor F-30 No. FB-29939 with 10.00 x 44

Goodyear tires, hydraulic power lift and boom.

1 Farmal F-30 No , with 10.00 x 44 Goodrich tires, hydraulic power lift and boom.

1 Two-row cultivator with guide attachment.

Tractor disc chopper.

- I Tractor gang plow. 2 Thomson cane carts on rubber tires.
- 2 Nabors cane carts on rubber tires.
- John Deere mowing machine No. 4.
- 2 Bernard wagons.
- 6 Single plows.
- 4 Double plows
- 3 Walking cultivators.
 3 Riding Cultivators.
- 1 Corn planter.
- 2 Disc harrows.
- 6 Sets standard gears
- 8 Hoes.
- 2 Spades.
- 5 Shovels.
- 1 Hay Rake.
- 1 Horse
- 7 Mules

Valued at 8342.89

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(2) All of transferors crops as of October 19, 1943 in the above described plantations. Valued at
(3) All of transferors sugar cane already planted and all of the 1944 stubble on the plantation above described.
Valued at
(4) 297 shares of capital stock of Billeaud Sugar Factory, Inc. represented by certificate No. 62. Valued at
(5) 100 shares of capital stock of Opelousas Production Credit Association. Valued at 500.00
Total Valuation
Said properties are recieved by the Corporation
subject to the following obligations:
(a) Mortgage note of \$16,000.00 in favor of Prudential Insurance Co. on which there is a balance due of \$13,737.27
(b) Mortgage note in favor of Invest- ors Mortgage Co. now held by Ohio National Life Insurance Co. of \$12,000.00 on which there is a balance due of 9,836.62
(c) Five mortgage notes of \$10,000.00 each held by the Commercial Bank of Lafayette & Trust Co. in Liquidation on which there is a balance due of 27, 182.33
(d) Chattel mortgage note of \$8500.00 in favor of Opelousas Production Credit Association on which there is a balance due of
(e) Chattel mortgage note in favor of A. W. Switzer on which there is a balance of
Total obligations assumed
Net fair market values of properties
MRS. LEONA GAUTHIER BILLEAUD, GEORGE L. BILLEAUD, HUGH L.
BILLEAUD, CHAS. H. BILLEAUD & MRS. MARTE LOUISE B. LABBE.
1. That certain parcel of ground in the corporate limits of the City of Lafayette, Louisiana, containing three (3) acres, bounded on the North by a state highway, on the East by Pinhook Road (U. S. Highway #90), on the South by heirs of M. Billeaud, Jr. and on the West by a street, being the property described in paragraph 2 of Lot 5 in the Act of Partition filed
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under entry No. 82841 of the records of Lafayette Parish, shown on plat of survey attached to said act; identified on Exhibit "B" as a three acre tract, being the same property acquired by Charles Billeaud by Act No. 82841.

2500.00

2. That certain tract of land, together with improvements, situated in Lafayette Parish, containing two hundred and ninety-eight and 41/100 arpents, bounded North by land of Therence Girouard or assigns, South by public road leading from Broussardville to St. Martinville, East by public road leading from Broussardville to St. Martinville, by land of J. O. Girouard, and by public road, by land of Lucius Duhon and West by land of Jules Girouard, of Hebrard Girouard, of Robert Girouard and of Mozart Girouard, being Lot No. 3 of Partition recorded under Act No. 44819.

That certain tract of land, together with all improvements situated in the Parish of Lafayette containing seventy-eight arpents, bounded North, East and West by the public road leading from Broussardville to St. Martinville, and South by the portion allotted in said partition to Mr. M. Billeaud, Jr., and Paul Billeaud, being Lot No. 32 of Partition recorded under Act No. 44819.

That certain tract of land containing seventy-five arpents, bounded North by the tract of land described under Lot No. 12 of said Partition, South by land of, heirs of Adrien Labbe, East by the remainder of this tract, if any, and West by land described under Lot No. 13 of said Partition and land of Mrs. Cecile Broussard, wife of Jos P. Breaux, and others, said tract having an irregular shape, as shown on map or plat No. 2 annexed to said Partition; said seventy-five arpents to be taken from the Western line of the tract of land described therein under No. 11, its whole depth, north and south, and a sufficient width East and West to make the said quantity, being Lot No. 39 of Partition recorded under Act No. 44819; and being a portion of the tract acquired by Martial Billeaud Jr., et al from Luc Ledoux et al by Act No. 30323 dated March 31, 1904 recorded in Conveyance Book 3 p. 143.

That certain tract of land, together with all improvements, situated in the Parish of Lafayette, containing forty superficial arpents bounded North by land of Hazard Girouard and Estorge & Billeaud, South by land of A. A. Labbe estate, East by land of Billeaud heirs, described under No. 11 of Act # 44819 and West by land of Mrs. Cecile Broussard, wife of J. P. Breaux, being Lot No. 12 of Partition recorded under Act No. 44819.

A certain tract of land situated in the Parish of Lafayette, containing nineteen 08/100 arpents, bounded north by private road deserved for the benefit of said tract and other lands of Billeaud heirs, South by land of estate of A. A. Labbe, East by Lot No. 39 of said Partition and West by the same private road, being Lot No. 13 of Partition recorded under Act No. 44819.

That certain tract of land situated in Lafayette Parish, containing sixteen and 77/100 arpents, bounded North by land of Mrs. Lucy Duhon, wife of Jules B. Broussard, South and East by public road, and West by land of Mrs. Hilda Duhon, wife of Fernand Monte, being Lot No. 15 of Partition recorded under Act No. 44819.

That certain tract of land situated in Lafayette Parish, containing sixteen and 77/100 arpents, bounded on the North by land of Leodias Duhon, South by land of Lucy Duhon, wife of Jules Be Broussard, East by public road and West by land of Mrs. Hilda Buhon, wife of Fernand Monte, being Lot No. 16 of Partition recorded under Act No. 44819.

That certain tract of land, together with improvements situated in Lafayette Parish, containing fifty arpents, bounded North by property of Jules Girouard, South and West by public road leading from Broussardville to St. Martinville, East by land of Jules Girouard, being Lot No. 2 of partition recorded under Act No. 44819.

That certain tract of prairie land, situated in the 5th. ward of the parish of Lafayette, Louisiana containing and measuring ten and 50/100 arpents in superficial area, and which said tract of land is now bounded as follows: on the north by land of Carlos V. Broussard, formerly Rorast, Francis and Ramsey Girouard, and being lot number 12 allotted to them in partition, act number 59848 recorded in book Y-5 at page 534 of the recorder's office, on the south by land of Carlos V. Broussard, formerly Ronora Girouard, and being lot number 10 allotted to him in partition act number 59848, recorded in Book Y-5 at page 534, of the recorder's office, on the east and west by land of said Charles Billeaud. This being the same land acquired by Dame Cleoma Girouard by partition act number 59848, recorded in Book Y-5 at page 534 of the recorder's office and therein being known and designated as lot number eleven as shown and appears on plat annexed to said act of partition. Said tract being the same property acquired by act No. 61278.

That certain tract of prairie land, situated in the Parish of Lafayette, containing twelve and 67/100 arpents in superficial area, and which said tract of land is now bounded as follows: North by the land of Hebrard Girduard, on the south and east by the land of Charles Billeaud, or his heirs and west by the land of Estate of Jules Girouard. This being the same 10 arpents which Hebrard Girouard acquired from Martial Billeaud, Sr. from Mrs. Aurore Girouard, wife of Ambroise Broussard, as per act of sale made and passed befor Conv. 2 at page 172 under No. 28572 and the said Aurore Girouard, wife of Ambroise Broussard from the Est. of her father and mother (Therence Girouard and Adonatile Landry)

Page 16. of 19. Page 16 of 19

both deceased by act of partition duly recorded under No. 27023 on Jan. 13, 1902, and being recorded in book Z-2 at page 368.

And the two and 67/100 arpents Hebrard Girouard acquired by inheritance from the Estates of his father and mother (Therence Girouard and Adonatile Landry) both deceased, and same being the southern part of portion of his present homestead. See Act of partition dated Jan. 13, 1902 duly recorded in book Z-2 at page 268, under No. 27023 all of the Recorder's department of the said Parish.

The said tract of land herein sold and herein first above described is to have and measure as follows: 749 feet on line running north and south, and 624 feet on line running east and west, being the same property acquired by Charles Billeaud by Act No. 49287.

Together with all the buildings and improvements, appurtenances, and attachment, rights, ways, privileges, servitudes, advantages, batture and batture rights, prescriptions and rights of prescription thereunto belonging or in anywise appertaining, in-cluding all immovables by nature or destination now or hereafter forming part of and attached to or connected with said property or used in connection therewith.

That certain tract of swamp land, situated in the Parish of Lafayette, Louisiana, same containing and measuring forty superficial arpents more or less, and said land being bounded as follows: On the north by Bayou Tortue, on the South by land of estate of A. D. Girouard and that of Billeaud heirs, East by land of Billeaud heirs, and West by land of Valsin Broussard; acquired by the Billeaud heirs by Act No. 39813 on February 10, 1910 of the recorder's office of the Parish of Lafayette, Louisiana, being Lot No. 21 of Partition recorded under Act No. 44819.

Valued at . . . 52,281.40

- 3. I Single-row Hurry-Cane Harvester No. 4-049 complete with U-40 Allis Chalmers power unit, equiped with 10.00 x 36 canefield rear tires and 9-24 front tire. ($\frac{1}{2}$ interest therein).
 - 1 Castagnos Revolving stubble Shaving Machine.

 - l Allis Chalmers WC Tractor Serial No. 113432, with l Thomson row plow, l Thomson single Disc with cap-off attachment and 2 18" rolling Coulters with clamps and adapters.
 - l Longman Mechanical Hoeing Machine
 - 2 Thomson Cane Carts on rubber tires.
 - 1 John Deere Mower No. 4.
 - 1 Allis Chalmers Tractor 30 HP with 10.00
 - x 36 Goodyear Tires, hydraulic power lift and boom.
 - 1 Tractor Disc Chopper

 - 1 Tractor gang plow. 2 Nabors Cane Carts on rubber tires.
 - 6 Single plows. 4 Double plows.

 - 3 Walking cultivators.
 - l Riding Cultivator
 - Corn Planter.
 - 2 Disc harrows.
 - 2 Fertilizer Distributors.

3 Bernard wagons. 1 Stubble digger.
9 Sets standard gears. 12 Hoes. 4 Spades. 4 Shovels 9 Mules
. Valued at
4. All of transferors' crops as of October 19, 1943 on the above described plantations.
Valued at
5. All of transferors sugar cane already planted and all of the 1944 stubble on the plantations above described.
Valued at
6. 317 shares of capital stock of Billeaud Sugar Fac- tory, Inc. represented by certificate No. 60.
Valued at
7. 90 shares of Capital Stock of Opelousas Pro- duction Credit Association.
Valued at
Total Valuation
Said properties are received by the Corpora-
tion subject to the following obligations:
(a) A mortgage note of \$100,000.00 held by the Commercial Bank of Lafa- yette & Trust Co. on which there is a balance due of
(b) Chattel mortgage note of \$8000.00 in favor of Opelousas Production Credit Association on which there is a balance
due of
Total Obligations
Total Obligations
Total Obligations
Total Obligations
Net fair market values of properties \$112,499.40 That the balances stated above are the amounts in principal and interest due as of November 10, 1943.

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Martial A. Comeaux, Mrs. Catherine C. Billeaud, Mrs. Mary Alice C. Landry, and Mrs. Louise C. Soulier, jointly, 93shares.
Hebert Billeaud 57 shares
P. Lacaze Billeaud, Willis J. Billeaud, Mrs. Hilda B. Emmer, Mrs. Rose Aimee B. Bechet and Mrs. Mabel B. LaSalle, jointly, 314 shares.
Mrs. Leona Gauthier Billeaud 122 shares
George L. Billeaud, Hugh J. Billeaud, Chas. H. Billeaud and Mrs. Marie Louise B. Labbe, owners, Mrs. Leona G. Billeaud, usufructuary, 122 shares. George L. Billeaud, Hugh J. Billeaud, Chas. H. Billeaud and Mrs. Marie Louise B. Labbe 41shares.

That Billeaud Planters, Inc. issues stock in an amount equal to the aggregate cost in the hands of the transferors of the properties being transferred to it, less the existing liabilities assumed by the Corporation; and the stock is being issued to the subscribers according to the ratio which the fair market value of the properties being transferred by him, less his liabilities assumed, bears to the fair market values of all properties received by the Corporation, less all the liabilities assumed.

That P. Lacaze Billeaud, President of the Corporation, is hereby authorized to accept said transfers and to sign for the Corporation the notarial acts by which the subscribers transfer their properties to the Corporation, excepting that in the case of the transfer by said P. Lacaze Billeaud et al, such transfer shall be accepted for the Corporation by Robert Comeaux, its Vice-President.

Thus done and signed on the day and date first above written in the presence of the undersigned competent witnesses who signed with appearers and me, officer, after due reading of the whole.

Witnesses:

Annotelle B. Billeaud.

Catherine C. Billians

Notary Public

Robert Comeaux.
Robert Comeaux

Robert Comeaux

Hory L. Billeaud

harles 91 Billes Chag. H. Billeaud

Willis J. Hille and

FILED THIS ANY OF LIVE 19 43

AND RECORDED SAME DATE IN BOOK

AT PAGE

CICLERY OF COURT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN that on this <u>low</u> day of <u>December</u>

A.D., 1943 before me, Donald Labbe, Notary Public in and for said
parish and state, duly commissioned and qualified as such personally appeared

- (1) LACAZE P. BILLEAUD, sometimes known as P. Lacaze Billeaud, of the full age of majority and a resident of Lafayette Parish, Louisiana, who has been married only once and then to Annabel Broussard, with whom he is still living,
- (2) HILDA M. BILLEAUD, of the full age of majority and a resident of Lafayette Parish, Louisiana, who has been married only once and then to Wiltz Emmer, from whom she secured a separation from bed and board by judgment rendered and signed en February 15, 1943 in the matter entitled "Hilda Billeaud, wife versus Dr. J. Wiltz Emmer, Husband," bearing the Number 12,061 on the docket of the Sixteenth Judicial District Court in and for Iberia Parish, Louisiana,
- (3) ROSE AIMEE BILLEAUD, of the full age of majority and a resident of Lafayette Parish, Louisiana, who has been married only once and then to Paul Bechet, with whom she is still living,
- (5) WILLIS J. BÜLEAUD, of the full age of majority and a resident of Lafayette Parish, Louisiana, who has been married only once and then to Anne Castille, with whom he is still living,

who declared that for the consideration of the issuance of shares of stock hereinafter described they do by these presents exchange, transfer and deliver with full guarantee of title and free from all incumbrances, except those expressly assumed, and with subrogation to all their rights and actions of warranty against previous owners unto

BILLEAUD PLANTERS, INC.,

a Corporation organized and existing under the laws of the State of Louisiana, domiciled in the Parish of Lafayette, herein represented by Robert Comeaux its duly authorized officer present

and accepting for the Corporation and its assigns, and acknowledging delivery and possession of the following described property, to-wit:

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That certain plantation, or tracts of land, together with all improvements, situated in the parish of Lafayette, containing six hundred and eighty-eight and 10/100 (688.10) arpents, more or less, bounded north by lands of Charles Billeaud, George Malagarie, Lucien St. Julien, and Gaston Labbe, formerly, now Security Land Co., Inc. south by land of Mrs. Adeol Landry and others, and land of Mhire, east by land of George Malagarie, Lucien St. Julien, the said land of Gaston Labbe, formerly, now Security Land Co., Inc., and land of Mhire, and west by land of M. Billeaud, Jr., Alcide Landry, Duplessis Landry, and Lovinski Landry,

which said plantation was acquired by Lacaze P. Billeaud, Willis J. Billeaud, Mabel Billeaud, Rose Aimee Billeaud, wife of Paul Bechet, and Hilda Billeaud, wife of Wiltz Emmer, from the Security Land Company, Inc., by Act No. 99,286, dated April 15, 1931 and recorded April 22, 1931 in Book W-9, p. 305,

and which said plantation was acquired by the said Security Land Company, Inc. in the foreclosure suit of the Bank of Lafayette and Trust Company vs. Paul Billeaud et als, No. 8873, which acquisition was by Act No. 99,190, dated April 15, 1931 and recorded April 16, 1931 in Book W-9, p. 297,

and which said plantation passed through the Succession of Laurence Lacaze, wife of Paul Billeaud, No. 4249, wherein the said Paul Billeaud and the children of himself and his haid wife, namely, Lacaze P. Billeaud, Willis J. Billeaud, Hilda M. Billeaud, Manning F. Billeaud, Rose Aimee Billeaud and Mabel Billeaud, were put in possession of the said plantation by judgment rendered and signed on June 20, 1927 and recorded on June 20, 1927 under Act No. 82,464 in Book E-8, p. 481,

and which said plantation was acquired by the said Paul Billeaud in several tracts of land (during the community which existed between him and his said wife) on the following dates and as follows, to-wit:

•	Dates	Act Nos.	Book	Folio
	6/27/13	44,819	M-4	170
	12/13/26	80,383	B-8	570
	10/1/17	51,835	F-5	449~
	2/24/16	49,214	A-5	289>
1	2/17/15-	47,468	X-4	15-
: • لم	12/24/23	67.448	E-6	383
Alo :	11/28/23	67.161	0-6	539

LESS AND EXCEPT

(a) The following described property which was conveyed by Paul Billeaud, et als to Morgan's Louisiana and Texas Railroad and Steamship Company, by Act No. 82,884, dated 8/16/27 and recorded 8/16/27 in Book D-8, p. 437 et seq.:

That certain tract or parcel of land lying and being situated in the parish of Lafayette, State of Louisiana, and more particularly described as follows, to-wit:

Beginning at the southeast corner of a strip of land 40 feet in width and 5030 feet in length which was conveyed to the Vendee herein by Martial Billeaud, Jr., et al. on May 14,A.D., 1917, by deed recorded in Book D-5, page 270, Records of Conveyance as of Lafayette Parish, Louisiana, and 30 feet southwesterly at right angles from the center of the main track of the vendee herein; thence southeasterly, parallel with said track and 30 feet from the center thereof, 2594.1 feet to the southeast boundary line of Lafayette Parish; thence southwesterly along the said boundary line of Lafayette Parish, 20.7 feet to said main track; thence northwesterly parallel with said main track and 50 feet from the center thereof, 2563.7 feet to vendee's south property line; thence northerly with vendee's south property line; thence northerly with vendee's south property line; 31.9 feet to the place of beginning, containing 1.19 acres of land.

The tract of land herein described and conveyed is bounded on the north, east and south by property of the vendee herein and on the west by property of the vendor herein.

(b) The following described property which was conveyed by Martial Billeaud, Jr. and Paul Billeaud to Morgan's Louisiana and Texas Railroad and Steamship Company, by Act of Exchange dated 5/14/17 and recorded 6/7/17 under No. 51,115 in Book D-5, p. 270 et seq.:

Being a certain tract or parcel of land 40 feet in width, a portion of what is known as Billeaud Plantation, in Lafayette Parish, Louisiana, adjoining the property now owned by the Morgan's Louisiana & Texas Railroad and Steamship Company on the South side of its main line track and extending across said plantation. Said tract of land being more definitely described as follows:

Beginning at a point/where the west line of said plantation intersects the southwest boundary line of said railroad Company's property, said point being at right angles to and 30 feet southwestward from engineer's station 7241 x 94.1 on the center line of said Railroad Company's main line track; thence southeast-ward along the west boundary line of said plantation, approximately 64 feet to a point which is at right angles to and 70 feet southwestward from engineer's station 7241 x 44.3 on the center line of said Railroad Company's main track; thence eastward parallel to said center line of main track 5030 feet to a point in the east line of said plantation, said point being at right angles to and 70 feet southwestward from engineer's station 7191 x 14.3 on said center line of said main track; thence northwestward along the east boundary line of said plantation approximately 64 feet to a point, said point being at right angles to and 30 feet southwestward from engineer's station 7191 x 64.1 on said center line of said main track; thence westward parallel to said center line of said main track 5030 feet to a point of beginning. Said strip being more

plainly outlined by green tint on blue print attached, which is hereby made a part of this agreement.

(c) The northern one-third (or eight and 33/100 arpents) of the following described 25 arpent tract (see Act No. 83,511 recorded in Book N-8, p. 254 et seq.):

That certain tract of land, together with all improvements, situated in the Parish of Lafayette, Louisiana containing and measuring twenty-five arpents, bounded on the north by the land of Paul Billeaud, from which it is separated by the railroad, on the South by land formerly of Jacquette, now Paul Billeaud, on the East by land of Mhire and others, and on the West by Land of Paul Billeaud.

AND SUBJECT TO THE FOLLOWING SERVITUDES

(a) The "right-of-way easement," dated 4/19/26 and recorded under No. 77,673 in Book V-7, p. 322 et seq., wherein Paul Billeaud recited his ownership of the following described property:

A certain tract of land in Secs. 27-34, Twp. 10 S., R. 5 E., La. Mer., and Sec. 2, in Twp. 11 S., R. 5 E., La. Mer. Said tract lying W. E. of the Right of Way of the Gravel Highway known as the Old Spanish Trail; said tract being further bounded on the West by the said Gravel Highway, and the Louis M. Billeaud and Sugar Factory tracts. On the North by tract of Charles Billeaud and the St. Martinville Branch of the O.S. T; and on the East by the Old Public Road from Broussard to Duchamp, and on the Southwest by the lands of the E. Labbe Est. Said being a part of the lands acquired by the said Paul Billeaud, as per acts of record, Book M-4, page 170; and Book F-5, page 469; and Book A-5, page 289, and Book X-4, page 15, Records of Lafayette Parish, La.,

and then granted to "the Louisiana Electric Company, Inc., its successors, lessews, and assigns, as long as grantee, successors and assigns, continue to use pole line for the purpose of transmitting electric current, not to exceed ninety-nine years from the date hereof, a right-of-way for electric pole line, with permission and authority to erect, maintain and renew towers, poles, cross arms, guy wires and other equipment, with access thereto, in, on and along the proposed electric pole line. The location of said line on said land shall be generally as follows:

"The said pole line running about N. 36°-46: W. and intersecting the center line of the Public Road S. E. of this tract at a point on same about 704 ft. North-Easterly from the center line of the O. St.T. Highway; and at about 704 ft. along the same line projected, from the center line of the M.L. & T.R.R. & S. S. Co. track. Thence continuing about N. 36°-46! W. at 15 ft. intersecting the S. E. fence of said tract at 1735 a point on said pole line. Thence about N. 37°-34! W. 4890 ft. to an intersection with the West fence line of said property, the East line of the Gravel Highway at a point about 1224 ft. Northward from the center line of the M. L. & T. R. R. & S. S. Co. track. Continuing thence the said line crosses the said road and enters the Louis Billeaud property.

"The right to place 22 poles and 18 anchors of the said pole line on the above described property is hereby granted.

"Grantee, for said consideration, shall also have the right to attach to said poles and cross arms, and to place, string, maintain and attach on or from, the said poles or cross arms, wires, cables or other aquipment for the transmission of electric current; and also to remove or trim any trees or bushes, without further payment therefor, or to keep trimmed any trees that the grantee did not remove, as that there shall be a clearance of not less than _____ feet between any part of any tree and the aforesaid wires, poles or other equipment. Damages to fences and growing crops shall be paid for by grantee."

(b) The "right-of-way deed," not dated, recorded 10/26/29 under No. 92,155 in Book N-9, p. 299, wherein Paul Billeaud dedicated, transferred, assigned, set over and delivered unto the State of Louisiana the following described property:

"That portion of the right-of-way of the Broussard-St. Martinsville State Highway, (Route No. 479), as located by the State Highway Engineer, which extends over and lies upon my property, more particularly described as follows, to-wit:

"A strip or parcel of land having a width of thirty (30) feet from the center line to the right side of said right-of-way, and thirty (30) feet from the center line to the left side of said right-of-way, or a total right-of-way of sixty (60) feet over and across my certain tract or parcel of land located in the aforesaid parish, being the same tract of land conveyed to me by Billeaud Sugar Factory, act of sale dated the 13th day of December, 1926, and recorded in the records of the Parish of Lafayette, Conveyance Book B-8, Folio 570, to which reference is here made, which said right-of-way extends approximately along the line shown on the map showing the approximate lines of the Broussard-St.

Martinsville State Highway, (Route No. 479), prepared by the State Highway Engineer, copy of which map is on file in the office of the Cbrk of Court of the Parish of Lafayette, which map is made part hereof by reference.

"It is expressly understood and agreed that this dedication and transfer of the above described right-of-way is made for and shall be used solely for the construction and maintenance of the said Broussard-St. Martins-ville State Highway, (Route No. 479), the exact location thereof to be hereafter determined by the State Highway Engineer, and for no other purpose. The grantor waives and abandons all claims for damages on account of the exercise of the privileges herein granted."

(c) The "right-of-way deed," not dated, recorded 3/21/30 under No. 94,177 in Book V-9, p. 64, wherein Paul Billeaud dedicated, transferred, assigned, set over and delivered unto the State of Louisiana the following described property:

"That portion of the right-of-way of the Lafayette-New Iberia State Highway, (Route No. 2), as located by the State Highway Engineer, which extends over and lies upon my property, more particularly described as follows, to-wit: "A strip or parcel of land having a width of forty (40) feet from the center line to the right side of said right-of-way, and Forty (40) feet from the center line to the left side of said right-of-way, or a total right-of-way of Eighty (80) feet and also 80 ft. northerly parallel to Railroad Right of Way over and across my certain tract or parcel of land located in the aforesaid parish, being the same tract of land conveyed to me by M. Billeaud Sr. Est. 1914, Paul Breaux Est. 1916, and recorded in the records of the Parish of Lafayette, to which reference is here made, which said right-of-way extends approximately along the line shown on the map showing the approximate lines of the Lafayette New Theria State Highway, (Route No. 2), prepared by the State Highway Engineer, copy of which map is on file in the office of the Clerk of Court of the Parish of Lafayette, which map is made part hereof by reference.

"It is expressly understood and agreed that this dedication and transfer of the above described right-of-way is made for and shall be used solely for the construction and maintenance of the said Lafayette New Iberia State Highway, (Route No. 2), the exact location thereof to be hereafter determined by the State Highway Engineer, and for no other purpose. The grantor waives and abandons all claims for damages on account of the exercise of the privileges herein granted."

(d) The agreement signed by J. Aymar Labbe, Adrien Labbe, J. C. St. Julien and Martial Billeaud, dated 9/23/78, recorded 9/24/78 under No. 9109 in Book II, pp. 702-3, wherein it is recited that "the said parties hereby relinquish in favor of each other, and grant, one to the other, all their respective rights, titles, and privileges, to the following described road:

"A certain road running from the St. Martinville and Vermilionville Public Road to the North-East corner of the Gravier and Forestall Concession, acquired by Mr. J. Aymar Labbe from Alphonse Rochenand thence to Bayou Tortue, following the partition lines of Martial Billeaud, J. Gustave St. Julien, Adrien Labbe, and the concession of Gabriel Fuselier; each of said last mentioned parties granting twenty feet of road. The said parties hereby binding themselves and their heirs and assigns to the above agreement. The enjoyment of the said right of way is hereby granted to Mrs. Cesaire Labbe, her heirs and assigns."

(e) The reservation in the conveyance dated 4/18/60 and recorded 4/18/60 under No. 3711 in Book L, pp. 299-300, wherein after referring to the following described property:

Lot No. Two, West half and South East quarter of South . West quarter of Section Number Two in Township Number Eleven, South of Range Number Five East, containing one hundred and sixty-nine 56/100 acres,

Norbert Mire transferred to Dame Pauline Mallet, widow of Jean Breaux, the following described portion thereof:

A part of said tract which is to contain three arpents in breadth by fourteen arpents in depth, more or less, which is to be taken by said Dame de Jean Breaux on the West side of said tract and the line of the division is to run North and South, and then reserved to himself "the right of way or a road on the North side of said land ceded by him to Mrs. Jean Breaux, which road is to measure fifteen feet in breadth by three arpents in length."

- (f) The following recital in the Act of Partition signed by Paul Breaux et als, dated 2/15/15 and recorded 2/16/15 under No. 47,428 in Book S-4, p. 313:
 - "And the parties hereto declare, and particularly do the appearers, MRS. MATHILDE BREAUX, wife of HONORA GIROUARD, MRS. ELEDIA BREAUX, wife of MEO. BERNARD, MRS. THEODORA BREAUX, wife of A. H. MALLET, and MRS. LEA BREAUX, Wife of THELESMAR RICHARD, and J. NAPOLEON BREAUX, OVEY BREAUX, J. NAPOLEON BREAUX, HONORA GIROUARD, individually, JOS. P. BREAUX, that they are the owners of the lots described hereon as lots numbers four, five, six, seven, eight, and nine, and of the tract of land immediately north of lot No. five hereof; and they hereby grant and establish a servitude of way for pedestrians and vehicular traffic, running along the entire east line of lots Nos. six, seven, eight, and nine, and partly on the southern and eastern lines of the land on the north of said lot No. six, and belonging jointly to appearers, Honora Girouard, J. N. Breaux, and Ovey Breaux, and thence on the western line of lot No. five hereof up to the division line between lots four and five, and thence easterly along the said division line of lots four and five to the public road leading from Broussard to Duchamp station, for the use and benefit of lots No. six, lot No. seven, lot No. eight and lot No. nine, and of the land held jointly, as aforesaid, by J. Napoleon Breaux, Ovey Breaux, and Honora Girouard, and immediately north of said lot No. six, as aforesaid, said servitude being for the benefit and use of the said estates and being hereby granted in perpetuity."

Those servitudes in the Act of Exchange, dated 5/14/17 and recorded 6/7/17 under No. 51,115 in Back D-5, p. 270, et seq., wherein Morgan's Louisiana and Texas Railroad and Steamship Company, as party of the first part, conveyed to Martial Billeaud, Jr., and Paul Billeaud, as parties of the second part, the following described property:

A tract of land 40 feet in width practically paralleling the center line of said Railroad Company's main line track and extending from the east boundary line of said plantation to the west boundary line of said plantation, and being immediately adjacent to the said Railroad Company's fence on north side of main track. Said strip being tinted in red on annexed blue print, which is hereby made a part of this agreement, and is more definitely described as follows:

Beginning at a point at right angles to and 24 feet northeasterly from engineer's station 7242x61.4 on center line of said railroad company's main track; said point being in the prolongation of the west line of said Billeaud plantation; thence along the west boundary line of said plantation produced in northwesterly direction approximately 64 feet to a point, said point being at right angles to and 64 feet from engineer's station 7243x11.2 on center line of said main track; thence in an easterly direction 5025 feet to a point on the east boundary line of said plantation, said point being at right angles

to and 68 feet northeasterly from engineer's station 7192x86.2 on center line of said main track; thence in a southeasterly direction along said east boundary line of said plantation, produced approximately 64 feet to a point, said point being at right angles to and 28 feet northeasterly from engineer's station 7192x36.4 in center line of said main track; thence in a westerly direction along the present fence line to point of beginning,

and wherein, in connection with such conveyance, the follow-ing reservation is made:

"This exchange is made with the agreement and understanding that the Morgan's Louisiana & Texas Railroad and Steamship Company reserves to itself, its successors and assigns, the perpetual right and easement to maintain and operate those certain railway tracks which are now located upon, along and across the western portion of the tract of land herein conveyed by it to Martial Billeaud, Jr., and Paul Billeaud,"

and wherein further, with respect to such conveyance, the following provision is ${\tt agreed/to:}$

The above described property and herein conveyed by the Morgan's Louisiana & Texas Railroad and Steamhip Company to Martial Billeaud, Jr., and Paul Billeaud, is now in actual use in part as a road by the public, and the said Martial Billeaud, Jr., and the said Paul Billeaud, take cognizance of this fact, and the transfer of said property to them herein is made with full knowledge on their part of this use of the property, and the transfer of said property is made subject to any rights which may have been acquired by the public in a part of said property for use as a public road,"

*Together with all the buildings and improvements, appurtenances, and attachments, rights, ways, privileges, servitudes, advantages, batture and batture rights, prescriptions and rights of prescription thereunto belonging or in anywise appertaining, including all immovables by nature or destination now for hereafter forming part of and attached to or connected with said property or used in connection therewith.

- .a l Castagnos revolving stubble shaving machine
 - 1 Longman mechanical hoeing machine.
 - 2 Thomson cane carts equiped on rubber tires.
 - 1 Single-row Hurry-Cane Harvester No. 4-049 complete with U-40 Allis Chalmers power unit, equiped with 10.00 x 36 cane field rear tires and 9-24 front tire. (\$4,466.72 \frac{1}{2} interest therein).
 - l Farmal Tractor F-30 No. FB-29939 with 10.00 x 44 Goodyear tires, hydraulic power life and boom.
 - 1 Farmal F-30 No. , with 10.00 x 44 Goodrich tires, hydraulic power lift and boom.
 - 1 Two-row cultivator with guide attachment.
 - 1 Tractor disc chopper.
 - 1 Tractor gang plow
 - 2 Thomson cane carts on rubber tires.
 - 2 Nabors came carts on rubber tires.

- 1 John Deere mowing machine No. 4.
- 2 Bernard wagons.
- 6 Single plows.
- 4 Double plows.
- 3 Walking cultivators.
- 3 Riding cultivators.
- 1 Corn planter.
- 2 Disc harrows.
- 6 Sets standard gears
- 8 Hoes.
- 2 Spades.
- 5 Shovels.
- 1 Hay Rake.
- 1 Horse
- 7 Mules
- 2. All transferors' crops as of October 19, 1943 in the above described plantations.
- 3. All of transferors' sugar cane already planted and all of the 1944 stubble on the plantation above described.
- 4. 297 shares of capital stock of Billeaud Sugar Factory, Inc. represented by certificate No. 62.
- 5. 100 shares of capital stock of Opelousas Production Credit Association.

As a part of the consideration of this transfer Billeaud Planters, Inc. assumes the obligations of the transferors described as follows, to-wit:

- (a) That certain promissory note dated November 26, 1927 in the principal amount of \$16,000.00 subscribed by Paul M. Billeaud et al in favor of Prudential Insurance Co. of America payable in annual installments and bearing six per cent per annum interest; which note is secured, by mortgage of even date therewith recorded in Book M-8 at page 249 under Act No. 83885; bearing on the above described plantation, on which note there is a balance due as of November 10, 1943 of \$13,737.27.
- (b) That certain promissory note dated November 26, 1927 in the principal amount of \$12,000.00 subscribed by Paul Billeaud et al in favor of Investors Mortgage Company, payable in annual installments; which said note is secured by conventional mortgage of even date therewith recorded in Book M-8 at page 259 under Act No. 83886 and reinscribed in Book M-12 at page 476 under Entry No. 130386 of the Clerk's Office of the Parish of Lafayette, bearing on the above described plantation

That said mortgage were in favor of Investors Mortgage Co. was purchased by the Ohio National Life Insurance Co., which is now the owner thereof; and which said note and mortgage were amended by an extension agreement between the Ohio National Life Insurance Company and Willis J. Billeaud et al on November 10, 1942 by act recorded in Book E-15 at page 487 under act No. 165409 of the Clerk's Office of the Parish of Lafayette, Louisiana; that on the original note and the extension agreement there is due an aggregate amount of \$9836.62 as of November 10, 1943.

- (c) Those five certain promissory notes dated April 15, 1931 each in the amount of \$10,000.00 subscribed by Lacaze P. Billeaud et al in favor of future holder or holders bearing eight per cent per annum interest from date until paid; which note is secured by conventional mortgage recorded in Book C-10 at page 294 under Act No. 99287 and reinscribed in Book M-14 at page 76 of the Parish of Lafayette, Louisiana, bearing on the plantation above described; which said note is held by the Commercial Bank of Lafayette & Trust Co. in Liquidation and on which there is a balance due of \$27,182.33
- (d) That certain promissory note dated December 18, 1942 in the amount of \$8,500.00 in favor of Opelousas Production Credit Association subscribed by P. L. Billeaud et al bearing four and a half per cent per annum; which note is secured by a chattel mortgage on the above described farm implements and workstock; on which there is a balance due as of November 10, 1943 of \$10,273.30
- (e) That certain promissory note dated September 26, 1941 in favor of A. W. Switzer secured by a chattel mortgage on the tractor herein above described recorded in Chattel Mortgage Book 17 page 89 under Act No. 154013 on which there is a balance due of \$841.69 as of November 10, 1943.

In consideration for the transfer of the properties above described Billeaud Planters, Inc. has issued and delivered to the transferors 314 shares of the capital stock of Billeaud Planters, Inc., having a par value of \$100.00 per share, and receipt is hereby acknowledged of the delivery of such shares of stock.

The properties herein transferred belong to the transferors' separate and paraphernal estates, which have been, and are now, under their separate control and administration; and accordingly in this exchange, they receive and accept for their respective separate and paraphernal estates their proportionate shares of the said 314 shares of stock of Billeaud Planters, Inc. in lieu and place of the separate properties herein transferred by them.

And to these presents personally appeared, PAUL BECHET, husband of Rose Aimee Billeaud, who being duly sworn, declared that he takes cognizance of the foregoing exchange of properties; that his wife's share in the said properties belong to her separate and paraphernal estate; and accordingly the shares of stock of Billeaud Planters Inc. received by her belong to her separate and paraphernal estate; and he hereby authorizes his said wife to sign and

execute this act of exchange.

That transferors' said obligation to the Commercial Bank of Lafayette & Trust Company in Liquidation is also secured by a pledge of 297 shares of capital stock of Billeaud Sugar Factory herein above described.

The taxes due to the State of Louisiana amithe parish of Lafayette for the years 1941, '42 and '43 on the properties herein transferred have been paid, and a certificate evidencing such payment is attached hereto.

Transferee dispenses with the certificate required by Article 3364 of the Revised Civil Code of the State of Louisiana.

Done and passed at the parish of Lafayette, Louisiana on the day and date first above written in the presence of Mora James Latte and andre Belleand competent witnesses who sign with appearers and me, officer, after

due reading of the whole.

Witnesses: Lacase P. Billeand 3 Paul Bechet BILLEAUD PLANTERS, INC

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ACT OF CORRECTION

STATE OF LOUISIANA

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PARISH OF LAFAYETTE

BE IT KNOWN that on this 10th day of April, 1947, before me Donald Lebbe, Notary Public in and for the Parish of Lafayette, Louisiana, personally came and appeared:

LACAZE P. BILLEAUD, married to Annabel Broussard;
HILDA M. BILLEAUD, who has been married only once and
then to Wiltz Emmer from whom she is separated from
bed and board by Judgment of Court bearing #12,061
of the Civil Docket of the 16th Judicial District Court
in and for the Parish of Iberia, Louisiens;
ROSE AIMEE BILLEAUD, married to Paul Bechet,

residents of the Parish of Lafayette, Louisiana,

WILLIS J. BILLEAUD, married to Anne Castille, a resident of the Parish of St. Martin, Louisiana, MABEL BILLEAUD, married to Sidney P. Lessalle, a resident of the Parish of Iberia, Louisiana,

hereinefter referred to as "TRANSFERORS"; and

BILLEAUD PLANTERS, INC., a Louisiana corporation domiciled in the Parish of Lafayette, Louisiana, herein represented by GEO. L. BILLEAUD, Secretary of the Corporation, by virtue of a resolution of the Board of Directors of the said corporation, adopted April 8th, 1947, a certified copy of which is attached hereto and made part hereof,

which corporation is hereinafter referred to as "TRANSFEREE", who declared:

That on December 10, 1943, by authentic act passed before
Donald Labbe, Notary Public, recorded in the Clerk's Office of the
Parish of Lafayette, Louisiana, under Entry No. 170,800 in Book
W-15, at Page 148 et seq., the transferrors transferred to the
transferee, among other properties fully described in the seid act,
a plantation in the Parish of Lafayette, Louisiana containing
688.10 arpents, more or less, the full description of said plantation appearing in the said act on Pages 2, 3 and 4 thereof, beginning on Page 2 with the words "That certain plantation, or tract of
land", and ending on Page 4 with the words "and on the west by
lends of Paul Billeaud".

That the description of the said plantation as contained in the said transfer is erroneous in the following respect: (1) that all of the boundaries of the said property are not shown, (2) that the plantation is cut in two by property belonging to Morgen's Louisiana & Texas Railroad & Steemship Company or its assigns, and

That by act dated October 10, 1946, recorded under Entry No. 195,417 in Book Z-16, at Page 460, appearer BILLEAUD PLANTERS, INC., transferred to appearers Lacaze P. Billeaud et al, an undivided one-half (1/2) of the mineral rights in the property herein above described; and appearers declare that the mineral rights thus transferred shall bear upon and affect the property as herein correctly described, as of October 10, 1946. This reference to the said mineral transfer shall not be construed as an interruption of the prescription presently running against such mineral rights. That by act dated May 1, 1945, recorded under Entry No. 192,095 in Book A-17, at Page 61, said Billeaud Planters, Inc. granted a mineral lease to Albert D. Miller, bearing upon and affecting the plantation hereinabove described; and it is the intention of the parties hereto that the said lease shall bear upon and affect the said plantation as correctly described herein as of May 1, 1946.

THUS DONE AND PASSED on the day and date first above written, in the presence of the undersigned competent witnesses who sign with appearers and me, officer, after due reading of the whole.

Char Billeurg. Helene Lacage

BILLRAUD PLANTERS, INC.

RESOLUTION

At a regular meeting of the Board of Directors of Billeaud Planters, Inc., Held at the office of the Corporation on April 7th, 1947, with all members present, the following resolution was introduced, duly seconded and unanimously adopted:

_ _ _ _ _ _ _ _ _

BE IT RESOLVED that GEORGE D. BILLEAUD, Secretary of the Corporation, is hereby authorised and directed to execute in behalf of the corporation, an act of correction with Lacase P. Billeaud, Hilda M. Billeaud, Rose Aime Billeaud, Mabel Billeaud and Willis J. Billeaud, correcting the description of a 688.10 arpent tract of land transferred to the corporation by an act recorded under Entry Mo. 170,800 in Book W-15, at Page 148 et seq., which description appears in said act on Pages 2, 3 and 4 thereof. That the description to be used in lieu of the one appearing in the said act shall be the following, to wit:

That certain plantation, with all buildings, improvements, rights and servitudes thereon and thereto belonging, situated in the Parish of Lafayette, Louisians, containing 688.10 arpents, or 582.27 acres, more or less, generally referred to as the Paul Billeaud plantation, which is composed of the following tracts of land, to-wit:

- (1) That certain tract of land containing 309.45 acres more or less, bounded on the north by old public road from Broussard to St. Martinville, separating said property from lands formerly belonging to Chas. Billeaud, in part by property of George Malagarie or assigns, Lucien St. Julien, Lucille C. Billeaud, formerly Gaston Labbe or Security Land Company, on the east by property of George Malagarie, or assigns, Lucien St. Julien, public road separating said property from lands belonging to Billeaud Reaux Land Company, and by public road separating said property from lands belonging to Lucille C. Billeaud, formerly Gaston Labbe or Security Land Company, and L. V. Labbe, on the south by public road separating said property from lands formerly belonging to L. V. Labbe and partly by Morgan's Louisiana and Texas Bailroad Company and Steamship Company or assigns, and on the west by the said Railroad property, U. S. Highway # 90, Billeaud Sugar Factory and L. M. Billeaud, formerly M. Billeaud, Jr.
- (2) That certain plantation containing 272.82 acres more or less, bounded on the north by Morgan's Louisiana & Texas Railroad and Steamship Company, and in part by property of Geo. Gautreaux, formerly Paul Breaux, on the east by the said Railroad property, a public road, Willis Morvant formerly L. Mhire, Geo. Gautreaux formerly P. Breaux, and Joe Petro, formerly Jacquet, on the south by property of Willis Morvant, formerly L. Mhire, Adeol Landry or assigns and the said Geo. Gautreaux, and on the west by Lovinski Landry, Martial Billeaud III, formerly Duplesis Landry, W. J. Billeaud et al, and by L. M. Billeaud, formerly M. Billeaud, Jr.

The whole of which said plantation was acquired by Lacage P. Billeaud et al from the Security Land Company, Inc. by Act. Ho. 99286, recorded in Book W-9 at Page 305, and is situated in Sections 27, 34, 35, Township 10, South Range 5 East; and Sections 2, 3, 10, Township 11, South Range 5 East.

BE IT FURTHER RESOLVED that the said George L. Billeand shall have full power and authority to do and perform whatever act may be necessary or proper to effect the declarations contained in this resolution; and that the said act of correction shall otherwise be in such form and contain such other language as the said Secretary shall deem best.

(3) that the properties described under sub-paragraphs (a), (b), and (c) in the said description do not form a part of the 688.10 arpents and consequently should not be deducted from the acreage contained in the plantation.

3. 5

Appearers declare that they do by these presents amend and correct the said act of transfer recorded in Book W-15, at Page 148 et seq. by substituting for and in lieu of the description of said plantation given in the original act and identified above, the following description, to-wit:

That certain plantation, with all buildings, improvements, rights and servitudes thereon and thereto belonging, situated in the Parish of Lafayette, Louisiana, containing 688.10 arpents, or 582.27 acres, more or less, generally referred to as the Paul Billeaud plantation, which is composed of the following tracts of land, to-wit:

- acres more or less, bounded on the north by old public road from Broussard to St. Martinville, separating said property from lands formerly belonging to Chas. Billeaud, in part by property of George Malagarie or assigns, Lucien St. Julien, Lucille C. Billeaud, formerly Gaston Labbe or Security Land Company, on the cest by property of George Malagarie, or assigns, Lucien St. Julien, public road separating said property from lands belonging to Billeaud Reaux Land Company, and by public road separating said property from lands belonging to Lucille C. Billeaud, formerly Gaston Labbe or Security Land Company, and L. V. Labbe, on the south by public road separating said property from lends formerly belonging to L. V. Labbe end partly by Morgan's Louisiand and Texas Railroad Company and Steamship Company or assigns, and on the west by the said Railroad property, U. S. Highway #90, Billeaud Sugar Factory and L. M. Billeaud, formerly M. Billeaud, Jr.
- (2) That certain plantation containing 272.82 acres more or less, bounded on the north by Morgan's Louisiana & Texas Railroad and Steamship Company, and in part by property of LGeo. Gautreaux, formerly Paul Breaux, on the east by the said Railroad property, a public road, Willis Morvant formerly L. Mhire, Geo. Gautreaux formerly P. Breaux, and Joe Petro, formerly Jacquet, on the south by property of Willis Morvant, formerly L. Mhire, Adeol Landry or assigns and the said Geo. Gautreaux, and on the west by Lovinski Landry, Martial Billeaud III, formerly Duplesis Landry, W. J. Billeaud et al, and by L. M. Billeaud, formerly M. Billeaud, Jr.

The whole of which said plantation was acquired by Lacaze P. Billeaud et al from the Security Land Company, Inc. by Act No. 99286, recorded in Book W-9 at Page 305, and is situated in Sections 27, 34, 35, Township 10, South Range 5 East; and Sections 2, 3, 10, Township 11, South Range 5 East.

The sole purpose of this act is to correctly describe the plantation transferred in the original act, and as amended, and for the considerations therein stated, and in all of the other terms, the original act shall remain in full force and effect.

Broussard, Louisiana April 10, 1947

I hereby certify that the foregoing is a true and correct copy of a resolution of the Board of Directors of Billeaud Planters, Inc. adopted at its regular meeting held on April 7, 1947; and that the same is now in full force and effect.

SECRETIET

MEN THIS 11 DAY OF DATE IN STORE 333

CHARTER

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BILLEAUD PLANTERS, INC.

STATE OF LOUISIANA

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PARISH OF LAFAYETTE

BE IT KNOWN, That on this 212 day of November, A. D., 1943, before me, Donald Labbe, a Notary Public duly commissioned and qualified as such, in and for the Parish of Lafayette, Louisiana, personally came and appeared,

GEORGE L. BILLEAUD, married but once and then to Beatrice St. Julien,

P. LACAZE BILLEAUD, married but once and then to Anna Belle Broussard,

ROBERT COLLEAUX, married but once and then to Jeanne Lacaze,

MARIE AMELIE COMEAUX, married but once and then to Andre Billeaud, and

MARIE LOUISE COMEAUX, widow of L. Felix St. Julian, all residents of the Parish of Largette, Louisiana, who declared unto me Notary that, availing themselves of the provisions of the laws of the State of Louisiana relative to corporations, and especially the provisions of Act 250 of 1928 of the Legislature of the State of Louisiana, and Acts emendatory thereto, they have covenanted and agreed, and do by these presents covenant, agree and bind themselves, as well as such other persons as may hereafter become associated with them, to organize and form a corporation, under and in accordance with the following articles of incorporation, to-wit:

ARTICLE I

The name of this corporation is BILLEAUD PLANTERS, INC., and its domicile shall be in the Parish of Lafayette, Louisiana.

ARTICLE II

The objects and purposes for which this corporation is organized, and the natures of business to be carried on by it are declared to be the following, to-wit:

To acquire by purchase, lease, exchange or otherwise, plantations, lands or any interest or mineral right therein, and the same to plant and cultivate; to grow, harvest, buy and sell all

kinds of agricultural products, and generally to carry on the business of farming in all of its branches.

To acquire, construct and operate sugar factories of refineries, and in connection therewith to buy sugar cane; to manufacture, buy, sell, import and export sugar and its by-products in all of their forms; to process sugar or its by-products into alcohol; to acquire, construct and operate railroads, tramroads or trucks for the transportation of sugar cane, sugar, its by-products and other crops to and from the plantations, refineries or other points where purchased or sold; to own, lease or otherwise acquire stores, and to do a general merchandising business in connection with such plantations and sugar factories; and in general to perform all acts necessary and incidental to the business of operating sugar factories or refineries.

To enjoy and exercise all rights, powers and privileges authorized by the provisions of Act 250 of the Legislature of 1928 of the State of Louisiana, and Acts amendatory thereto; it being hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit and restrict in any manner the powers of this corporation in conducting the businesses for which it is organized.

ARTICLE III

This corporation shall continue in existence for a period of 99 years from this date unless sconer dissolved according to law.

ARTICLE IV

The location and post office address of the corporation's registered office is Broussard, Louisiana.

ARTICLE V

The full names and post office addresses of its registered agents are:

George L. Billeaud, Broussard, Louisiana,

P. Lacaze Billeaud, Broussard, Louisiana.

ARTICLE VI

The authorized capital stock of this corporation is

TWO HUNDRED, FIFTY THOUSAND AND NO/100 (\$250,000.00) DOLLARS, and shall be represented by Two Thousand, five hundred (2,500) shares of common stock having a per value of One Hundred (\$100.00) Dollars each; such shares may be issued by the corporation and paid for in cash, or by transfer of property, or in compensation or for services actually rendered, for a consideration of not less than the actual value thereof as fixed by the incorporators, or by the Board of Directors.

ARTICLE VII

Unless and until otherwise provided by law, all of the corporate powers of the corporation shall be vested in and the business affairs of the corporation shall be managed by a Board of Directors composed of five persons. The names and addresses of the first Board of Directors and officers of the corporation are as follows, to-wit:

P. Lacaze Billeaud, President, Broussard, Louisiana, Robert Comeaux, Vice-President, George L. Billeaud, Secretary, Charles H. Billeaud, Willis J. Billeaud,

The Board of Directors and officers above named shall hold office until the first Tuesday after the first Monday of the month of March, 1944, or until their successors have been elected and qualified; the classification, qualifications, terms of office, manner of election, time and place of meeting, and the powers and duties of the Directors and officers may from time to time be fixed by the by-laws of the corporation.

The annual meeting of the stockholders of the corporation, for the election of directors or officers, shall be held at the registered office of the corporation on the first Tuesday after the first Monday of the month of March of each year, or on the following day when such day is a legal holiday.

Any shareholder absent from any meeting of the shareholders may be represented by any other person by proxy duly authorized in writing. Any director absent from any meeting of the Board of Directors may be represented by any other director or any shareholder by proxy duly authorized in writing.

ARTICLE VIII

The names and post office addresses of the incorporators and subscribers, and a statement of the number of shares subscribed by each are as follows:

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George L. Billeaud, Hugh J. Billeaud, Charles H. Billeaud, Marie Louise Billeaud, wife of James Labbe, Leonie Gauthier, widow of Charles Billeaud, all of Broussard, Louisiana, Mrs. Leonie G. Billeaud taking 1/2 thereof, 285 shares P. Lacaze Billeaud, Willis J. Billeaud, Mrs. Hilda Billeaud Emmer, Rose Aimee Billeaud, wife of Paul Bechet, Mabel Billeaud, wife of Sidney agarág. all of Broussard, Louisiana, 314 Robert Comeaux, Broussard, Louisiana, 77 Marie Louise Comeaux, widow of L. F. St. Julien, Broussard, Louisiana, 116 Marie Amelie Comeaux, wife of Andre Billeaud, Broussard, Louisiana, 58 Martial A. Comeaux, Catherine Comeaux, wife of Charles H. Billeaud, Mary Alice Comeaux, wife of Jules Landry, Louise Comeaux, wife of Eugene Soulier, Jr., all of Broussard, Louisiana, except Martial A. Comeaux of Lafayette, Louisiana, and Mary Alice C. Landry of New Orleans, 93 Louisiana, 57 Hebert Billeaud, Browsard, Louisiana,

ARTICLE IX

The corporation may purchase and/or redeem its own shares in the manner and under the conditions provided by the Business Corporation act of 1928 and acts amendatory thereto; and such shares so purchased (until it is desired that such shares shall be cancelled) shall be considered treasury stock and may be reissued and disposed of as authorized by law, and may be cancelled and the capital stock of the corporation reduced, as the Board of Directors may from time to time determine.

ARTICLE X

If at any time this corporation shall own wasting assets intended for sale in the ordinary course of business, or shall own property having limited life, it may pay dividends from the net proceeds arising from such assets, without deduction for depreciation or depletion of assets thereby sustained.

Thus done and signed in duplicate originals at my office in the parish of Lafayette, Louisiana, on the day, month and year hereinabove set forth, in the presence of the undersigned competent witnesses and me, notary, after due reading of the whole.

WITNESSES:

Jules Landy

GEORGE L. BILLEAUD

P. LACAZE BILLEAUD

Robert Corneaux.

Marie Malie C. Billeaud

Marie Louise 6. St. Julien

Donald Labbe NOTARY PUBLIC

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AMENDMENT OF CHARTER

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BILLRAUD PLANTERS, INC.

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BE IT KNOWN that on this Kanada and State, me, Donald Labbe, Notary Public in and for said Parish and State, personally came and appeared P. IACAZE BILLEAUD, President, and GEORGE L. BILLEAUD, Secretary, herein acting by virtue of a resolution of the shareholders of Billeaud Planters, Inc., attached hereto and made part hereof, who declared:

That at a meeting of the shareholders of Edileaud Planters, Inc., legally held on March 4, 1947, in accordance with a complete copy of the minutes of the meeting, properly certified by the Secretary of the meeting, herein before incorporated, Article VI of the Articles of Incorporation of the said Corporation dated November 26, 1943, and recorded in the Office of the Recorder of Mortgages of the Parish of Lafayette, Louisiana, under Act No. 170,555 was amended; said appearers further declare that in order to carry into effect the resolution adopted at said meeting, they do by these presents proclaim and publish that Article VI of the Articles of Incorporation of Billeaud Planters, Inc., is now amended to read as follows, to-wit:

ARTICLE VI

"The authorized capital stock of this corporation is Two Hundred fifty thousand (\$250,000) Dollars, and shall be represented by Two Hundred fifty thousand (250,000) shares of common stock having a par value of One (\$1.00) Dollar each; such shares may be issued by the corporation and paid for in cash, or by transfer of property, or in compensation for services actually rendered, for a consideration of not less than the actual value thereof, as fixed by the incorporators or the Board of Directors.

The stock of the corporation can not be donated to any person, firm or corporation, who is not, at the time of such transaction, a stockholder in the Corporation. Such stock can only be sold, assigned or transferred in the following manner: Any stockholder, desiring to sell, assign or transfer his stock shall give to the corporation, through its Secretary, thirty (30) days written notice of such intention, which notice shall state the amount of the consideration for which he desires to dispose of his stock. The Secretary shall immediately give notice to all the stockholders of the Corporation,

in writing, mailed to their last known addresses, of the filing of such declaration of intention to sell, stating the date when the declaration was filed, and the proposed sale price; any stockholder desiring to purchase such stock at the price designated or at a higher price must notify the Secretary in writing prior to moon of the fifteenth (15th) day after the date of the filing of the original declaration of intention to sell, stating the price offered; at the expiration of the fifteen (15) day period the stockholder proposing to sell may transfer his stock to any stockholder or stockholders of his choice, who has filed his declaration of intention to buy, as provided above, for a consideration equal to or higher than the amount Indicated in the original declaration. In the event the stockholder desiring to sell should fail or refuse within five (5) days after the expiration of the fifteen (15) day notice, to designate his preference among the proposed buyers, the stock-holder offering the single highest price shall have the first privilege of purchasing such stock; or if the highest price is offered by two or more stockholders then the Secretary shall draw lots among them, and the winner shall have the privilege of buying at the price offered by him. In the event that no stockholder files a notice of desire to buy in the manner provided above, then the Corporation shall have the privilege of purchasing at the price stipulated in the original declaration. If neither stockholders nor the Corporation exercise their privilege of buying in the manner stated above within thirty (30) days after the filing of the original declaration, then, and only then, such stock may be sold to any person, firm or corporation for the stated consideration or more, within ninety (90) days after the expiration of the thirty (30) day notice.

The foregoing restriction on the transfer of stock shall not be construed so as to prevent the transfering of stocks of the corporation by datien in paiement between husband and wife, nor donations from parents to their descendants, nor the pledging thereof as security for an obligation; but in the event of default in the discharge of the obligation secured by such pledge of stock, the owner or pledgee thereof may only sell such stock, (1) in the manner hereinabove provided, or (2) at public auction to the highest bidder after due publication of such proposed sale, as in the case of the judicial sale of movable property.

THUS DONE AND PASSED in duplicate originals in the Parish of Lafayette, Louisiana, on the day and date first above written in the presence of the undersigned competent witnesses who signed with appearers and me, officer, after due reading of the whole.

Witnesses:

Ailes (Brand

Siene L. Sking

FREST DENT

Geof Bieseaud

Donald Table

Broussard, Louisiana March 4, 1947

The regular annual meeting of the shareholders of BILIMAUD PLANTERS, INC. was held this day in the office of the Corporation at 10 o'clock, A.M. after due notice thereof had been given to the shareholders according to law; which notice contained a provision that an amendment to the Charter of the Corporation, limiting or restricting the sale of the shares of stock would be considered, a copy of such notice being made a part of the minutes of said meeting. At said meeting the following stockholders were present, either in person or by proxy:

IN PERSON:

VIILIS J. BILLRAUD	•			Shares
P. L. BILLEAUD	1		63	#
GEORGE L. BILLEAUD			32	*
RUCE J. BILLEAUD			32	ĸ
CHAS. H. BILLEAUD		1	32	# ,
ROBERT I. COMMANI			13	#
GEORGE J. COMEAUX	•		13	•
_				

BY	PROXY:	•
	MRS. MARIE LOUISE COMEAUX ST. JULIER	116 Shares
	MRS. HTLDA BILLEAUD BOOKR	63 ×
	MRS. ROSE ATMEE BILLEAUD BECHET	. 63 *
	MRS. MARKERILLEAUD LASSALLE	62 *
	MRS. MARIE AMELIE COMEAUX BILLEAUD	58 *
	ANDRE BILLRAUD	57 *
	MRS. MARIE LOUISE BILLEAUD LARBE	32 *
	MRS. GOLDIE BILLEAUD YORGUE	32 *
	MRS. VEDA BILLRAUD OLIVIER	32 *
	MRS. FLORENCE BILLEAUD VOORHIES	31 =
	MRS. LECHA BILLEAUD DEGRAVELLES	3 1 •
		31 *
	HRS. JEANNE BILLEAUD ROY	24 =
	MRS. CATHERINE BARGANX BILLEAUD	23 ×
	MARTIAL A. COMEAUX	23
	MRS. MARY ALICE CONTAUX LANDRY	23
	MRS. LOUISE COMEAUX SOULTER	. 23 -

The secretary then announced that more than two-thirds (2/3) of the outstanding stock was present or represented at said meeting by the owners thereof.

P. Lacaze Billeaud, President presided to organize the meeting; thereupon on motion duly seconded and unanimously carried

P. Lacaze Billeaud was named President of the stockholders meeting; and upon motion duly seconded and unanimously carried George

L. Billeaud was named Secretary of the meeting. The president
of the shareholders meeting, now presiding, stated that pursuant
to the notice, the shareholders should now consider the advisability of amending Article VI of the Articles of Incorporation of
Billeaud Planters, Inc. so as to reduce the par value of the
shares of stock of the Corporation, and to restrict the transfer
of the stock; this subject was discussed and on motion duly
seconded and unanimously carried, the following resolution was
adopted:

WHEREAS, through inheritance from original stockholders of this Corporation the stock is so distributed among the present owners that certain shareholders own and will own fractional portions of such shares, and accordingly it would be of practical benefit to reduce the par value thereof.

THEREFORE, BE IT RESOLVED that Article VI of the Articles of Incorporation of Billeaud Planters, Inc., recorded under Act No. 170,555 of the Clerk's Office of the Parish of Lafayette, Louisiana, be amended so as to read as follows:

ARTICLE VI.

The authorized capital stock of this corporation is Two Hundred, fifty thousand (\$250,000) Dollars, and shall be represented by Two Hundred Fifty thousand (250,000) shares of common stock having a par value of One (\$1.00) Dollar each; such shares may be issued by the corporation and paid for in cash, or by transfer of property, or in compensation for services actually rendered, for a consideration of not less than the actual value thereof, as fixed by the incorporators, or the Board of Directors.

The stock of the corporation can not be donated to any person, firm or corporation, who is not, at the time of such transaction, a stockholder in the corporation. Such stock can only be sold, assigned or transferred in the following manner; Any stockholder, desiring to sell, assign or transfer his stock shall give to the corporation, through its Secretary, thirty (30) days written notice of such intention, which notice shall state the amount of the consideration for which he desires to dispose of his stock. The Secretary shall immediately give notice to all the stockholders of the Corporation, in writing, mailed to their last known addresses, of the filling of such declaration of intention to sell, stating the date when the declaration was filed, and the proposed sale price; any stockholder desiring to purchase such stock at the price designated

or at a higher price must notify the Secretary in writing prior to noon of the fifteenth (15th) day after the date of the filing of the original declaration of intention to sell, stating the price offered; at the expiration of the fifteen (15) day period the stockholder proposing to sell may transfer his stock to any stockholder or stockholders of his choice, who has filed his declaration of intention to buy, as provided above, for a consideration equal to or higher than the amount indicated in the original declaration.

In the event the stockholder desiring to sell should fail or refuse within five (5) days after the expiration of the fifteen (15) day notice, to designate his preference among the proposed buyers, the stockholder offering the single highest price shall have the first privilege of purchasing such stock; or if the highest price is offered by two or more stockholders then the Secretary shall draw lots among them, and the winner shall have the privilege of buying at the price offered by him. In the event that no stockholder files a notice of desira to buy in the manner provided above, then the Corporation shall have the privilege of purchasing jat the price stipulated in the original declaration. If neither stockholders nor the Corporation exercise their privilege of buying in the manner stated above within thirty (30) days after the filing of the original declaration, then, and only then, such stock may be sold to any person, firm or corporation for the stated consideration or more, within ninety (90) days after the expiration of the thirty (30) day notice.

The foregoing restriction on the transfer of stock shall not be construed so as to prevent the transfering of stocks of the corporation by datien in paiement between husband and wife, nor donations from parents to their descendants, nor the pledging thereof as security for an obligation; but in the event of default in the discharge of the obligation secured by such pledge of stock, the owner or pledgee thereof may only sell such stock, (1) in the manner hereinabove provided, or (2) at public auction to the highest bidder after due publication of such proposed sale, as in the case of the judicial sale of movable property.

5 %

BE IT FURTHER RESOLVED that P. IACAZE BILLRAUD, President, and GEORGE L. BILLRAUD, Secretary, be and they are hereby authorized to appear before Donald Labbe or any other competent Notary Public in and for the Parish of Lafayette, Louisiana, to execute and sign an authentic act to carry into effect the object of this resolution, in accordance with the provisions of Act 250 of the Legislature of Louisiana for the year 1928.

Other business including the election of a Board of Directors was transacted at said meeting.

There being no further business coming up before the stockholders, on motion duly seconded and unanimously carried the meeting adjourned on March 4, 1947.

PRESIDENT OF THE STOCKHOLDERS

SECRETARY OF THE STOCKHOLDERS

I, the undersigned secretary of the Stockholders' Meeting of Billeaud Planters, Inc., held on March 4, 1947, hereby certify that the above and foregoing is a full copy of the minutes of the meeting of the Shareholders held on that date, at which more than two-thirds (2/3) of the shareholders voted for the amendment of the Charter as set out therein.

IN TESTIMONY WHEREOF I have hereunto affixed my signature as Secretary of the Corporation, and the seal of the company at Broussard, Louisiana, this 4th day of March, 1947.

GEORETARY SECRETARY

DAY OF MAN 184 ZOOR DE CHARTER #6

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unto

Cash Sale

STATE OF LOUISIANA, PARISH OF LAFAYETTE

BE IT KNOWN, That on this

28th

day of April

in the year of our Lord, nineteen hundred and forty-seven

before me

Control of the Contro

the undersigned , Notary Public in and for said Parish and State, duly commissioned and qualified as such, personally came and appeared

BILLRAUD PLANTERS, INC., a Louisiana corporation domiciled in the Parish of Lafayette, Louisiana, herein represented by its President, P. L. Billeaud, by virtue of authority contained in a resolution of the Board of Directors of said Corporation, adopted April 1724, 1947, as per certified copy thereof which is attached hereto and made part hereof;

who declared that for the consideration hereafter mentioned it do es by these presents, sell, transfer and deliver with full guarantee of title and free from all incumbrances, and with subrogation to all its rights and actions of warranty against previous owners

BILLEAUD SUGAR FACTORY, a Louisiana corporation domiciled in the Parish of Lafayette, Louisiana, herein represented by Geo. L. Billeaud, its President and General Manager,

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

That certain triangular parcel of ground in the Fifth Ward of the Parish of Lafayette, Louisiana, containing 3.161 acres; bounded on the east by U. S. Highway #90, on the southwest by M L & T. R.R. Co. and on the west by property of Billeaud Sugar Factory; the said triangular parcel of ground is designated between the letters "A, B, & C" on plat of survey prepared by C. K. Langlinais on April 12, 1947 which is attached hereto for reference; being a portion of the same property acquired by vendor under Act No. 170,800 as amended by Act No. 800,364, of the Clerk's Office, Lafayette Parish, Louisiana.

PLAT
SEE PLAT FILING CABINET

This sale is made and accepted for and in consideration of the sum of FIVE HUNDRED,

SIXTY-EIGHT AND 98/100 (\$568.98)

Dollars, cash in hand paid,
for which acquittance is hereby granted.

Purchaser dispense s with certificate required by Article 3364 of the Revised Civil Code of this State.

DONE AND PASSED at the Parish of Lafayette, Louisiana on the day and date first above written, in the presence of latter Sounds and level, Schools competent witnesses, who sign with appearers and me, officer after due reading of the whole.

WITNESSES:

BILLEAUD PLANTERS, INC.

PRESIDENT

BILLEAUD SUGAR FACTORY, INC.

BY: TO LOGGALLE
PHESIDENT & GENERAL MANAGER

NOTARY PUBLIC

Bronssard, Louisiana April 18, 1947.

A special meeting of the Board of Directors of Billeaud Planters, Inc., was held on April 17, 1947 at the office of the corporation as per previous notice given to all members; and there were present the following members:

P. L. Billeaud, President, presiding, George L. Billeaud, W. J. Billeaud, and Charles Billeaud, Jr.
ABSENT:

George J. Comeaux

At the said meeting the following resolution was introduced, duly seconded and unanimously carried by the members present:

BE IT RESOLVED by the members of the Board of Directors of BILLEAUD PLANTERS, INC., that P. L., BILLEAUD, its President, be and he is hereby authorized to sell with full warranty of title and free from snoumbrances, to Billeaud Sugar Factory, the following described property:

- 1. A certain triangular parcel of ground in the Parish of Lafayette, containing 3.161 acres, bounded easterly by U. S. Highway #90, southwesterly by M. L. & T.R.R. Co. right of way and westerly by property of Billeaud Sugar Factory, being a portion of the same property acquired by Billeaud Planters, Inc. under Act No. 170,800, as amended by Act No. 200,364.
- 2. A certain parcel of ground in the Parish of Lafayette, Louisiana, containing .225 acres, bounded northerly by other property of Billeaud Flanters, Inc., easterly by U. S. Highway # 90, southerly by property of L. M. Billeaud, and westerly by an old public road.

The the property firstly above described will be sold on the basis of \$180.00 per acre, and on the property secondly above described on the basis of \$90.00 per acre. That in all other respects the said act of sale shall be in such form and on such terms and conditions as shall appear proper to the said president in his absolute discression.

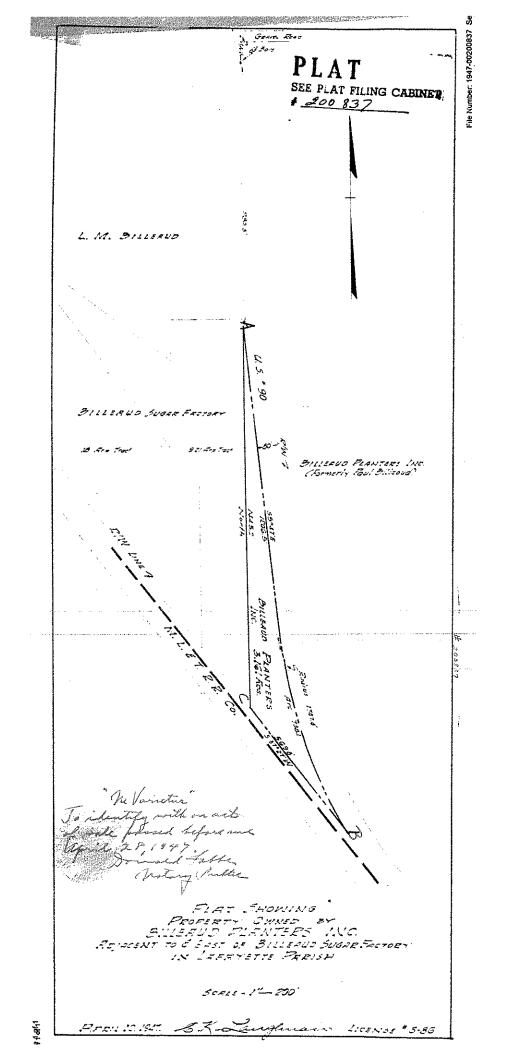
BE IT FURTHER RESOLVED that pursuant to said authority P. L. BILLEAUD is hereby authorized and directed to sign an authentic act effecting the transfer of the said property.

I, the undersigned secretary of Billeaud Planters, Inc. hereby certify that the above and foregoing is a true and correct copy of the resolution adopted by the Board of Directors of the corporation at a special meeting held on April 17, 1947.

GEORETHAN SECRETARY

FILED THIS 2 DAY OF AND RECORDED SAME BATE IN 606K

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STATE OF LQUISIANA
PARISH OF LATAYETTE

216293

THIS AGREEMENT has been made between the GULF STATES UTILITIES COMPANY a Texas corporation, hereinafter referred to as Company, and BILLETUD PLANTERS, THE., duly represented herein by Lecase Billeaud, President of said Corporation

LAFAYETTE

Parish Louisiana owner or owners hereinafter referred to as Owner,

of a tract of land situated in the Parish of as follows

LAFAYETTE , State of L

, State of Louisiana described

A CERTAIN TRACT OF LAND in the Parish of Lafeyette, State of Louisiana, in Ward 5 of said Parish, and lying in Tourship 10S, Range 5E. Said tract of land is contiguous to and South of Louisiana State Highway 1/479, and has a frontage on said Highway 1/17) of 1936, rore or less, or as per title, and is bounded West by U. S. Highway 1/90 and East by property of Louis II. Billeaud.

BEING A FARI. Comprising approximately 582 Acres, acquired by Owner from Lacaze Billeaud, et als.

In consideration of the mutual and public benefits to be derived herefrom, and of the sum of

One Dollars (\$1 __) cash in hand paid by the Company to the Owner receipt of which is acknowledged, Owner gramts to Company, its successors and assigns a right of way for a pole line for the transmission of electricity and for telephone and telegraph use with permission to erect maintain, renew, add to and remove poles cross arms wires anchors stubs, guy wires and other equipment with the right to go on the land of Owner for such purposes and to remove trim and keep trimmed any trees or bushes without further

payment so that there shall be a clearance of 25 feet between any part of any tree or bush and the above mentioned poles wires or other equipment Company shall pay to Owner damages to fences and growing crops. The location of the electric pole line shall be as follows.

SAID LINE bearing about II 74° 30° E enters said property at our rain 66KV line Laferette to New Iberia and runs about one thousand nine hundred and eighty-six (1986°) feet on said bearing to the East line of said property and is parallel and adjacent to Louisiana Highway 47)

WITNESS as to Owner

Notar of Bourence

WITNESS as to Company

Signature of Owner

Billeaud P. P. 16

GULF STATES UTILITIES COMPANY

Vice President

STATE OF LOUISIANA PARISH OF Lafayette

Nolan L. Bour que . who being by me first duly sworn deposed and said

That he is one of the subscribing witnesses to the foregoing instrument that Billeaud Planters, Inc.

Owner named in said instrument signed the same in the presence of appearer and

in the presence of Lynn Stoutes , the other subscribing witness and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Owner and in the presence of each other, and that the signatures thereography and genuine

SWORN TO AND SUBSCRIBED before me at List avertee Louisiana on this 19thay of July

. 194 8

Iseda Strebley Diedre Notary Public

FILED THIS DAY OF OCK 194

AND RECORDED SAME DATE IN BOOK CARE

AT PAGE

CLERK OF COURT

AMENDMENT OF CHARTER

<u>of</u>

240113

BILLEAUD PLANTERS, INC.

STATE OF LOUISIANA PARISH OF LAFAYETTE

BE IT KNOWN that on this <u>27</u> day of <u>March</u>, 1950, before me, Donald Labbe, Notary Public in and for said parish and state, duly commissioned and qualified as such, personally came and appeared P. LACAZE BILLEAUD, President, and GEORGE L. BILLEAUD, Secretary, herein acting by virtue of a resolution of the shareholders of Billeaud Planters, Inc., attached hereto and made a part hereof, who declared:

ARTICLE VI.

"The authorized capital of this corporation is THREE HUNDRED FIFTY THOUSAND AND CO/100 (\$350,000.00) DOLLARS, \$100,000.00 of which shall be preferred stock represented by 100,000 shares having a par value of \$1.00 each; and \$250,000.00 shall be common stock represented by 250,000 shares having a par value of \$1.00 each; such shares may be issued by the corporation and paid for in cash, acquittance of indebtedness or by transfer of property, for a consideration of not less than the actual value thereof as fixed by the Board of Directors.

"The holders of the preferred stock shall be entitled to receive out of the net earnings of the company, preferential, cumulative dividends at the rate of four per cent per annum, payable annually or in any other instalments as the Board of Directors may from time to time provide. After the payment of said preferential, cumulative dividends of four per cent, all further amounts declared as dividends shall be paid to the holders of the common stock. The dividends accruing to the preferred stock shall be cumulative so that if in any year dividends amounting to four per cent are not paid on said preferred stock, the deficiency shall be a charge upon the net earnings of the company thereafter until paid.

"The holders of preferred stock shall have no voting power whatsoever except in such matters as may affect the status of the preferred stock, nor shall they be entitled to any notice of the meetings of the stockholders of the company. The corporation shall have the privilege of redeeming the preferred stock at par plus accrued dividends at any time after the issuance of such stock; such redemption of preferred stock may be made by the corporation in such groups, blocksor amounts as the Board of Directors may determine.

"The stock of the corporation can not be donated to any person, firm or corporation, who is not, at the time of such transaction, a stockholder in the corporation. Such stock can only be sold, assigned or transferred in the following manner; any stockholder, desiring to sell, assign or transfer his stock shall give to the corporation, through its Secretary, thirty (30) days written notice of such intention, which notice shall state the amount of the consideration for which he desires to dispose of his stock. The Secretary shall immediately give notice to all the stockholders of the corporation, in writing, mailed to their last known addresses, of the filing of such declaration of intention to sell, stating the date when the declaration was filed, and the proposed sale price; any stockholder desiring topurchase such stock at the price designated or at a higher price must notify the secretary in writing prior to moon of the fifteenth (15th) day after the date of the filing of the original declaration of intention to sell, stating the price offered; at the expiration of the fifteen (15) day period the stockholder proposing to sell may transfer his stock to any stockholder or stockholders of his choice, who has filed his declaration of intention to buy, as provided above, for a consideration equal to or higher than the amount indicated in theoriginal declaration. In the event the stockholder desiring to sell should fail or refuse within five (5) days after the expiration of the fifteen (15) day notice, to designate his preference among the proposed buyers, the stockholder offering the single highest price shall have the first privilege of purchasing such stock; or if the highest price is offered by two or more stockholders then the secretary shall draw lots among them, and the winner shall have the privilege of buying at the price offered by him. In the event that no stockholder files a notice of desire to buy in the manner provided above, then the corporation shall have the privilege of purchasing at the price stipulated in the original declaration. If neither stockholders nor the corporation exercise their privileges of buying in the manner stated above within thirty (30) days after the filing of the original declaration, their and only then, such stock may be sold to any person, firm or corporation for the stated consideration or more, within ninety (90) days after the expiration of the thirty (30) day notice.

"The foregoing restriction on the transfer of stock shall not be construed so as to prevent the transferring of stocks of the corporation by datien in paiement between husband and wife, nor donations from parents to their descendants, nor the pledging thereof as security for an obligation; but in the event of default in the discharge of the obligation secured by such pledge of stock, the owner of pledgee thereof may only sell such stock, (1) in the manner hereinabove provided, or (2) at public auction to the highest bidder after due publication of such proposed sale, as in the case of the judicial sale of movable property."

THUS DONE AND PASSED in duplicate originals in the Parish of Lafayette, La., on the day and date first above written, in my presence, Notary, and in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

BILLEAUD PLANTERS, INC.

y: Ordell

BY: JED BULL and

NOTARY PUBLIC

Broussard, Louisiana
March ______, 1950

60,781

A special meeting of the shareholders of BILLEAUD PLANTERS, INC., was held this day in the office of the corporation at Broussard, Louisiana, after due notice thereof had been given to the shareholders according to law; said notice contained a provision that an amendment to the charter of the corporation, increasing the capital stock would be considered; a copy of which notice is made a part of the minutes of the said meeting. At a said meeting, the following stockholders were present, either in person or by proxy:

In person:	No Shares		
Willis J. Billeaud P. L. Billeaud Geo. L. Billeaud Chas. Billeaud	6,280 6,280 3,677 2,916		
Total	19,153		

By proxy:

TOTAL

Marie Louise C. St. Julien	11,600
Hilda B. Emmer	6,280
Rose Aimee B. Bechet	6,280
Wabel B. Lassalle	6,280
Marie Louise B. Labbe	3,317
G-oldie B. Yongue	3,675
Hugh J. Billeaud	3,675
Vida B. Olivier	3,875
Florence B. Voorhies	3,875
Leon B. De Gravelle	3,316
Jeanne B. Roy	3,674
Catherine C. Billeaud	2,325
Mary Alice C. Landry	1,325
G corge J. Comeaux	1,284

The secretary then announced that more than two-thirds of the outstanding stock was present or represented at said meeting by the owners thereof. P. Lacaze Billeaud, President, presided, to organize the meeting; thereupon, on motion duly seconded and unanimously carried, P. Lacaze Billeaud was named President of
the stockholders meeting; and upon motion duly seconded and unanimously carried, George L. Billeaud was named Secretary of the
meeting. The president of the stockholders meeting now presiding
noted that in pursuance to the notice, the stockholders should now
consider the advisability of amending Article VI of the Articles
of Incorporation with a view of authorizing the issuance of
\$100,000.00 of preferred non-participating stock, bearing four per
cent cumulative interest, without voting power; the President explained that the financial structure of the corporation would be
improved by having preferred stock authorized, and the reafter issued
to Billeaud Sugar Factory in part payment on its obligation; this
subject was discussed, and on motion duly seconded and unanimously
carried, the following resolution was adopted;

"BE IT RESOLVED that Article VI of the Articles of Incorporation of Billeaud Planters, Inc., recorded under Act No. 170555, as amended, by Act No. 199657 of the Clerk's Office of the Parish of Lafayette, be amended so as to read as follows:

ARTICLE VI:

*The authorized capital of this corporation is \$350,000.00, \$200,000.00 of which shall be preferred stock represented by 200,000 shares having a par value of \$1.00 each, and 250,000 shares of common stock having a par value of \$1.00 each; such shares may be issued by the corporation and paid for in cash, acquittance of indebtedness or by transfer of property, for a consideration of not less than the actual value thereof as fixed by the Board of Directors.

"The holders of the preferred stock shall be entitled to receive out of the net earnings of the company, preferential, cumulative dividends at the rate of four per cent per annum, payable annually or in any other installments as the Board of Directors may from time to time provide. After the payment of said preferential, cumulative dividends, of four per cent, all further amounts declared as dividends shall be paid to the holders of the common stock. The dividends accruing to the preferred stock shall be cumulative so that if in any year dividends amounting to four per cent are not paid on said preferred stock, the deficiency shall be a charge upon the net earnings of the company thereafter until paid.

"The holders of preferred stock shall have no voting power whatsoever except in such matters as may affect the status of the preferred stock, nor shall they be entitled to any notice of the meetings of the stockholders of the company. The corporation shall have the privilege of redeeming the preferred stock at par plus accrued dividends at any time after the issuance of such stock; such redemption of preferred stock may be made by the corporation in such groups, blocks or amounts as the Board of Directors may determine.

"The stock of the corporation can not be donated to any person, firm or corporation, who is not, at the time of such transaction, a stockholder in the corportion. Such stock can only be sold, assigned or transferred in the following manner; any stockholder, desiring to sell, assign or transfer his stock shall give to the corporation, through its Secretary, thirty (30) days written notice of such intention, which notice shall state the amount of the consideration for which he desires to dispose of his stock. The Secretary shall immediately give notice to all the stockholders of the corporation, in writing, mailed to their last known addresses, of the filing of such declaration of intention to sell, stating the date when the declaration was filed, and the proposed sale price; any stockholder desiring to purchase such stock at the price designated or at a higher price must notify the secretary in writing prior to noon of the fifteenth (15th) day after the date of the filing of the original declaration of intention to sell, stating the price offered; at the expiration of the fifteen (15) day period the stock-holder proposing to sell may transfer his stock to any stockholder or stockholders of his choice, who has filed his declaration of intention to buy, as provided above, for a consideration equal to or higher than the amount indicated in the original declaration. In the event the stockholder desiring to sell should fail or refuse within five (5) days after the expiration of the fifteen (15) day notice, to designate his preference among the proposed buyers, the stockholder offering the single highest price shall have the first privilege of purchasing such stock; or if the highest price is offered by two or more stockholders then the secretary shall draw lots among them, and the winner shall have the privilege of buying at the price offered by him. In the event that no sotckholder files a notice of desire to buy in the manner provided above, then the corporation shall have the privilege of purchasing at the price stipulated in the original declaration. If neither stockholders nor the corporation exercise their privileges of buying in the manner stated above within thirty (30) days after the filing of the original de-claration, then, and only then, such stock may be sold to any person, firm or corporation for the stated consideration or more, within ninety (90) days after the expiration of the thirty (30) day notice.

The foregoing restriction on the transfer of stockshall not be construed so as to prevent the transfering of stocks of the corporation by datien in paiement between husband and wife, nor donations from parents to their descendants, nor the pledging thereof as security for an obligation; but in the event of default in the discharge of the obligation secured by such pledge of stock, the owner or pledges thereof may only sell such stock, (1) in the manner hereinabove provided, or (2) at public auction to the highest bidder after due publication of such proposed sale, as in the case of the judicial sale of movable property."

"BE IT FURTHER RESOLVED that P. Lacaze Billeaud, President, and George L. Billeaud, Secretary, be and they are hereby authorized to appear before a Notary Public in and for the Parish of Lafayette, La., to execute and sign an authentic act to carry into effect the object of this resolution in accordance with the provisions of Act 250 of the Legislature of Louisiana for the year 1928, as amended."

I, the undersigned Secretary of the stockholders meeting of Billeaud Planters, Inc., held on March ________, 1950, hereby certify that the above and foregoing is a true copy of the resolution adopted by the stockholders meeting held on that date, at which more than two-thirds of the stockholders voted for the amendment of the charter as set out therein.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature as Secretary of the corporation, on this <u>27th</u> day of March, 1950.

YEO.L. Billeaus

CLERK OF COURT LAFAYETTE, LA. FILEO THIS DAY

SALE

STATE OF LOUISIANA

#a#r'+1 51 cc

PARISH OF LAFAYETTE

259511

BE IT KNOWN that on this 13th day of April in the year of our Lord, Nineteen hundred and fifty-one, before me, the undersigned Notary Public in and for said Parish and State, duly commissioned and qualified as such, personally came and appeared:

BILLEAUD PLANTERS, INC., a Louisiana corporation herein represented by its President, P. L. Billeaud, by virtue of authority contained in a Resolution of its Board of Directors, a certified copy of which is attached hereto, No. 25-15-17

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

BROUSSARD PLANTATION, INC., a Louisiana corporation, represented by Lionel J. Billeaud, its President, by virtue of authority contained in a Resolution of the Board of Directors, a certified copy of which is attached hereto,

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

1. That certain plantation containing 264.51 acres more or less, bounded on the north by borgan's La. & Tex. R.R. & S. S. Co., and in part by property of George Gautreaux, formerly Paul Breaux, on the east by the said Railroad property, a public road, Willis borvant formerly L. Whire, George Gautreaux formerly P. Breaux, and Joe Petro, formerly Jacquet, on the south by property of Willis borvant, formerly L. Whire, Adeol Landry or assigns and the said George Gautreaux, and on the west by Lovinski Landry, bartial Billeaud III, formerly Duplesis Landry, W. J. Billeaud et al, and by L. M. Billeaud, formerly M. Billeaud, Jr.; said property is situated in Sections 2, 3 and 10, Township 11 South, Range 5 East; together with all buildings, improvements, rights-of-way and servitudes thereon and thereunto belonging, Also in Section 34 & 35, Township 10 South, Range 5 East.

This sale is made subject to such mineral reservations

bearing thereon as are recorded in the Conveyance Records of the Parish of Lafayette, Louisiana.

This sale is made and accepted for and in consideration of the sum of TWENTY-SIX THOUSAND, FOUR HUNDRED FIFTY & NO/100 (\$26,450.00) DOLLARS, cash in hand paid, for which acquittance is hereby granted.

Purchaser dispenses with certificate required by Article 3364 of the Revised Civil Code of this State.

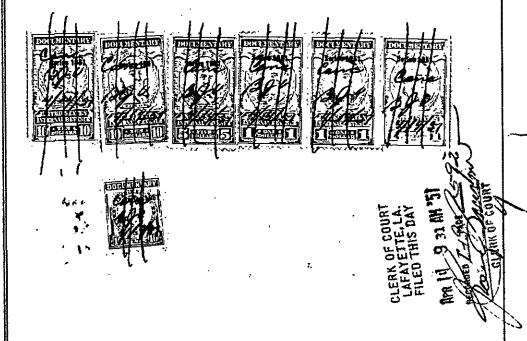
THUS DONE AND SIGNED at the Parish of Lafayette, Louisiana, on the day and date first above written in the presence of and Elaine Chastant Irene L. Schoofs competent witnesses, who sign with appearers and me, officer after due reading of the whole.

WITNESSES:

Frem L. Schoops Elaine Chastant

BILLEAUD PLANTERS, INC.

ION, INC.



RIGHT OF WAY DEED

STATE OF LOUISIANA :	·	106291
PARISH OF LAPAYETES:		289393
BE IT KNOWN,THAT,	BILLFAUD PLANTERS, IN	C. hereinafter

referred to as the "Company" . a Louisiana corporation dominied in the Town of Broussard, Parish of Lafayette, State of Louisians, re-L.Billeaud presented herein by acting herein by authority of a resolution of the Company's Board of certified copy of which is attached hereto and made a part hereof in consideration of the benefits, uses and advantages accruing to 1t by reason of the location of the STATE PROJECT 238-01-01, BILLRAWD-ST. MARTINVILLE HIGHWAY, STATE ROUTE 179, LAPAYETTE PARISH, LOUISIANA and for and upon such other terms and conditions or considerations hereinafter expressed do hereby grant, transfer, assign, set over, and deliver unto the State of Louisiana and the Department of Highways of the State of Louisiana, being hereinafter referred to as the "Department", represented herein by Paul E. Lirette, Right of Way Engineer of the said Department of Highways, acting herein by direction of the Director of Highways, dated June 30, 1952, accepting and acknowledging delivery and possession for the Department, all and singular a right of way on, over, and across the following described property, to-wit:

DESCRIPTION

Certain strips or parcels of land lying and being situated in Sections 35 and 34, Township 10 South, range 5 East, Parish of Lafayette, State of Louisians, being a portion of the following described "that certain plantation, or tracts of land situated in the Parish of Lafayette, Louisiana, containing 688.10 acres, more or less, bounded North by lands of Charles Billeaud, George Malagarie, Incien St. Julien, and Gaston Labbe, formerly, now Security Land, Inc., South by land of Mrs. Adeol Landry and others, and land of Gaston Labbe, formerly, now Security Land Co., Inc., and land of Mhire, and West by land of M. Billeaud, Jr., Alcide Landry, Duplessis Landry, and Lovinski Landry, one of said strips being all of that portion of the herein-above described certain tract of land lying within 100 feet to the left of the highway survey centerline of said State Project 238-01-01, State Route 479, extending in an Easterly direction from the Eastern boundary line of the existing highway right of way of Louisiana State Route 2 (U.S. 90), which intersects the said highway survey centerline at Highway Survey Station 0/45, and decreasing to a width of 35 feet at Highway Survey Station 1/08; thence continuing in an Easterly direction from said Highway Survey Station 1/08 with a width of 35 feet to the Company's Eastern boundary line at approximate Highway Survey Station 35/44; also one of said strips being all of that portion of the hereinabove first described certain tract of land lying within 100 feet to the right or Southern side of the said highway survey centerline, extending in an Easterly direction from the herein before named Eastern boundary line of the existing highway right of way of Louisiana State Route 2 (U.S. 90) and decreasing to a width of 35 feet at Highway Survey Station 1/30; thence continuing in an Easterly direction

from said Highway Survey Station 1/30 with a width of 35 feet to the Company's Eastern boundary line at approximate Highway Survey Station 28/65

Being a portion of the same property acquired by the Company from Lacase P. Rilleaud, et al by an Act dated December 10, 1943, recorded December 11, 1943 in Book W-15 at Page 148 of the Conveyance Records of Lafayette Parish, Louisiana.

It is expressly understood that this grant and transfer of the above described right of way is made solely for the construction and maintenance of the said highway and for such other purposes as may be authorized by the laws of the State of Louisiana, and is a convoyance of a servitude across the lands hereinabove described and not a convoyance of the fee title thereto, and the Company Creater by these presents especially does not transfer any right to oil, gas, and other minerals lying beneath the area herein subjected to said servitude for right of way purposes, it being specifically understood, however, that while no exploration, drilling, nor mining of gas, oil or other minerals of any kind shall be conducted upon the area covered by said servitude of right of way, there may be directional drilling from adjacent lands to extract the oil, gas, or other minerals from under the area subject to said servitude.

Company

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The fraction waive * and abandon * all claims for damages on account of the exercise of the privilege herein granted.

As a further consideration for the right of way herein granted, the following terms and conditions are herein agreed upon:

The Department shall construct standard approaches to the roadway from the Company's property as follows: (1) Left of centerline opposite Highway Survey Station 15/00, (2) Right of centerline opposite Highway Survey Station 14/97, (3) Right of centerline opposite Highway Survey Station 20/55, (4) Left of centerline opposite Highway Survey Station 20/55.

The Department, its Engineers and Contractors are hereby authorized to enter upon the Company's property beyond the limits of the herein conveyed right of way for the purpose of maintaining and excevating a lateral drainage ditch beginning at a point in the Southern boundary line of the herein conveyed right of way opposite Highway Survey Station 3/19 and extending in a Southwesterly direction, a distance of approximately 300 feet, the average width of said lateral drainage ditch to be 12 feet and the average depth of said drainage ditch to be 3 feet. The material excevated from said lateral drainage ditch maybe used for the construction of highway exhaukment or to be disposed of otherwise as may be directed by the Department's Project Engineer.

IN TESTIMONY WHEREOF, the parties	s hereto have signed and executed and ack-
nowledged this deed as their free and volu	ntary acts, in triplicate originals, in the
presence of the undersigned competent with	esses, as of the 12 day of 3my
WITNESSES:	BILLBAUD PLANTERS, INC.
Lynn Stoutes Claude Jo Kimel	H: Of Billeand, Orinder,
	•
arthur canon	STATE OF LOUISIANA AND THE DEPARTMENT OF HIGHWATS OF THE STATE OF LOUISIANA BY
STATE OF LOUISIANA : PARISH OF EAST BATON ROUGE:	
BEFORE ME, the undersigned author	ority this day personally appeared CLAUDE
J. HIMEL to me personally know	m to be the identical person whose name is
sworn on his oath, says: That he subscrib	an attesting witness, who being first duly bed his name to the foregoing instrument as
a witness, and that he knows	L. Billeavd
. 8	executed the same and saw kinn sign the
	s same at the same time as an attesting
witness.	AFFIAM - CLAUDE J. HINEL
SWORN TO and subscribed before	me, this / day of June, 1953.
•	Robert C, Rethea Ex-Officio Notary Public for Department of Highways
•	State of Louisiana

Broussard, La., May 28, 1953

At the regular meeting of the Board of Directors of Billeaud Planters, Inc., held on May 11, 1953, the following resolution was unanimously adopted, to-wit:

BE IT RESOLVED by the Board of Directors of BILLEAUD PLANTERS, INC., that its President, P. L. Billsaud be and he is hereby authorized on behalf of this Corporation to grant unto the DEPARTMENT OF HIGHWAYS - STATE OF LOUISIANA, a Right of Way bearing on the following described property belonging to this Corporation:

1

That certain plantation belonging to this Corporation situated in the Fifth Ward of Lafayette Parish, Louisiana along U. S. Highway No. 90, and separated by State Road No. 479.

BE IT FURTHER RESOLVED by the Board of Directors of Billeaud Planters, Inc., that the said President, P. L. Billeaud be and he is hereby authorized to execute all legal instruments incidental to the said grant.

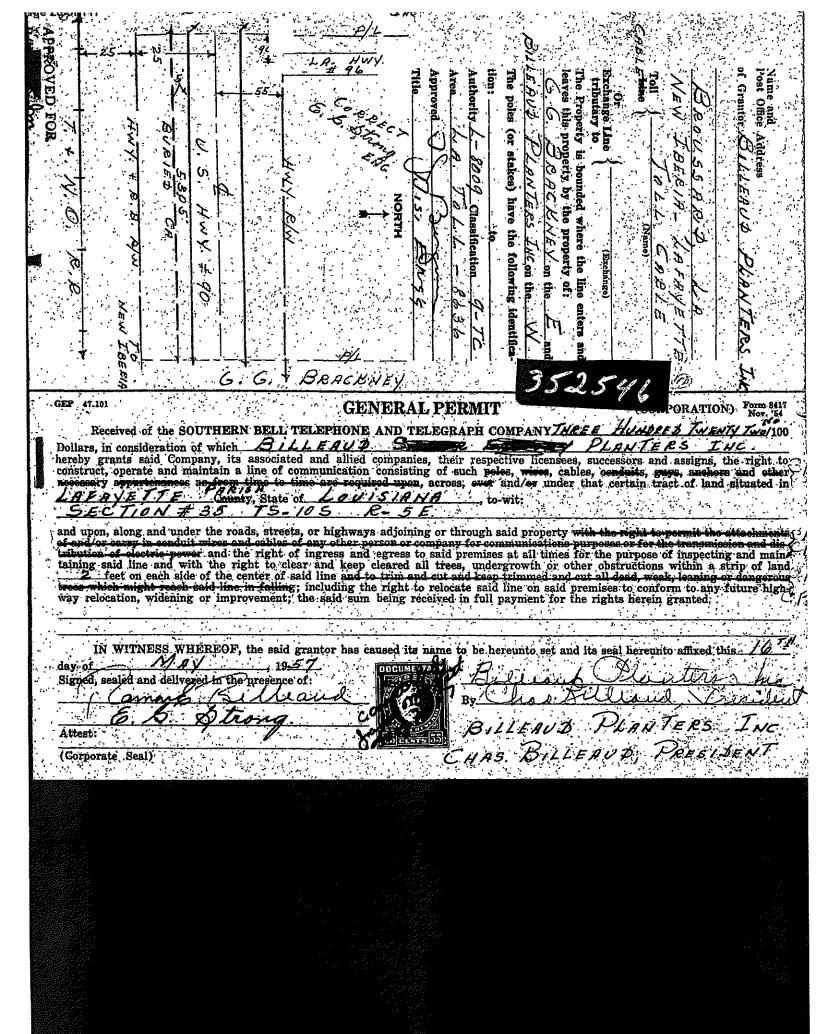
Broussard, La., May 28, 1953

I hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of Billeaud Planters, Inc., at its regular meeting held May 11, 1953 and that said resolution is now in full force and effect.

har Fille

SECRETARY.

CLERK OF COURT LAFAYETTE, LA. FILED THIS DAY



STATE OF LOUISIANA

PARISH OF LAFAYETTE

3-1-1-1-1-1

HEFRE ME, the undersigned authority, personally came and appeared

E. Strong. who being by me first duly sworn deposed

and said that he is one of the subscribing witnesses to the signature of the control of the cont

E. G. Strong.

SUBSCRIBED AND SWORN to before me this 16th day of May 19 57

Mic. Elista L. Emery NOTARY PUBLIC IN AND FOR

Lafayette Parish, Fa.

- Arthur

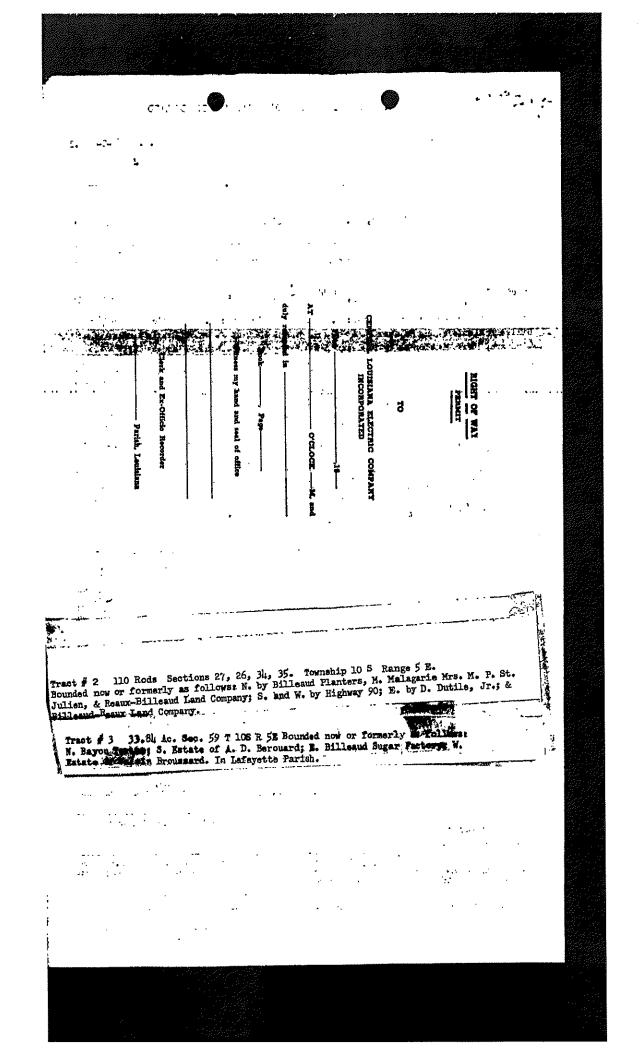
دهيه دايا CENTRAL LOWISIANA ELECTRIC COMPANY INCORPORATED RIGHT-OF-WAY-PERMIT CAS LINES Project No. W.O. 2760-2-351.2 STATE OF LOUISIANA PARISH OF Lafavette KNOW ALL MER BY THESE PRESENTS, SAN RILISATIO PLANTERS INC. 3488 of lawful age, a regident of Lafavattice Phases of Louisians Too und other good and valuable considerations, the requipt where of is hereby arknowledged, and full acquittance granted therefor, does hereby grant ante CENTRAL LOUISIANA ELECTRIC COMPANY INCORPORATED, a Louisiana corporation whose post-office address is Alexandria. Louisiana, and to its successors or analysis of the contract of the c when the land of the undersigned sinused in the Parish of Lafe. State of Louisians, and more particularly de Trant # I Acres in 4 Section 93. Township 10 S. Range 5 F. Ward In L. _ Is _ Lefgratte Pariek, Louisian Bounded new or formerly as follows: N. by Sagness Girouard; S. by Public Road and/or and to construct. Lay, maintain, operate, allow, repair, remove, change the size of, and replace thereon a pipe line and appurisonances thereto including without imination all pretective equipment) for the distribution or transportation of yet, and to open, clear of trees and brush and maintain said Right-of-Way and to keep the same clear of underkrash, trees and all other obstructions. Grantee shall also have the right to lay a second pipe line, subject to the payment is the granter of the same qualiforation expressed above, said second line to be laid aleasest to and parallel with the first. It is understood and agreed that the Right-of-Way and ensement hereby granted is 56 feet in width. The Grantee shall have the right of ingress and ogrees to and from said Right-of-Way and all other rights and partitions accountly of convenient for the full use and onlyment of the Right-of-Way herein granted for the purposes herein described. herein described. To have and to held said Right-of-Way and privileges unto the Grantee, it's successors and essigns, subject to five conditions and limitations herein contain conditions and limitations have included and addition. Way and the right to cultivate the same except for the purposes. The Grandor shall have full use of said Right-of-Way and the right to cultivate the same except for the purposes herein granted to said Grandor. Grandor agrees not to construction to be constructed any house, structure or obstruction on ar over or that will interfere with the construction, maintenance or operation of said pipe line or appartenances constructed hereunder. Grantoe agrees to havy all pipes below plow depth when requested se to do by Grandor. It is understood that in granting this Right-of-Way and ensement the following items are included and settled by the execution thereof: +Grantee will furnish gas taps for home and Industrial use. This Right-of-Way and extenent is granted and accepted subject to the following restrictions: The Grantee hereby agrees to pay any other damages, not included in the above settlement, which may be inflicted by it in the construction and maintenance of the said lines, provided as itemized claim thereof shall be presented by the Granter in writing to the office of the Grantee at Alexandria, Louisians, within thirty days after the damage is done; said damages if not mutually agreed upon, to be accertained and determined by three disinterested person, one of when shall be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of such three s shall be final and conclusive. persons shall be final and concusare. This Right-of-Way does not convey any interest whatever in any oil, gas or other minerals in, on or under the above described land. It is further understood that, whenever necessary, words used in this instruments in the singular shall be construed to read in the plural and that wards used in the masculine gender shall be construed to read in the feathline. IN WITMESS WHEREOF, the undersigned has set his hand and real, this day of the reading in the presence of two competent witnesses who sign as such, with the Grantor after des reading the presence of two competent witnesses who sign as such, with the Grantor after des reading the presence of two competents witnesses who sign as such, with the Grantor after described to the competent witnesses who sign as such, with the Grantor after described to the competent witnesses who sign as such, with the Grantor after the reading the competent witnesses who sign as such, with the Grantor after the reading the competent witnesses who sign as such, with the Grantor after the reading the competency of the competen dun (Yours CENTRAL LOUISIANA ELECTRIC COMPANY INCOMPORATED STATE OF LOUBLANA. PARISH OF Before me, the undersigned authority, personally came and appeared who being first duly sworn, did depose and say that he signed the within foregoin sence of the Granter and another subscribing witness, all of whem signed in his

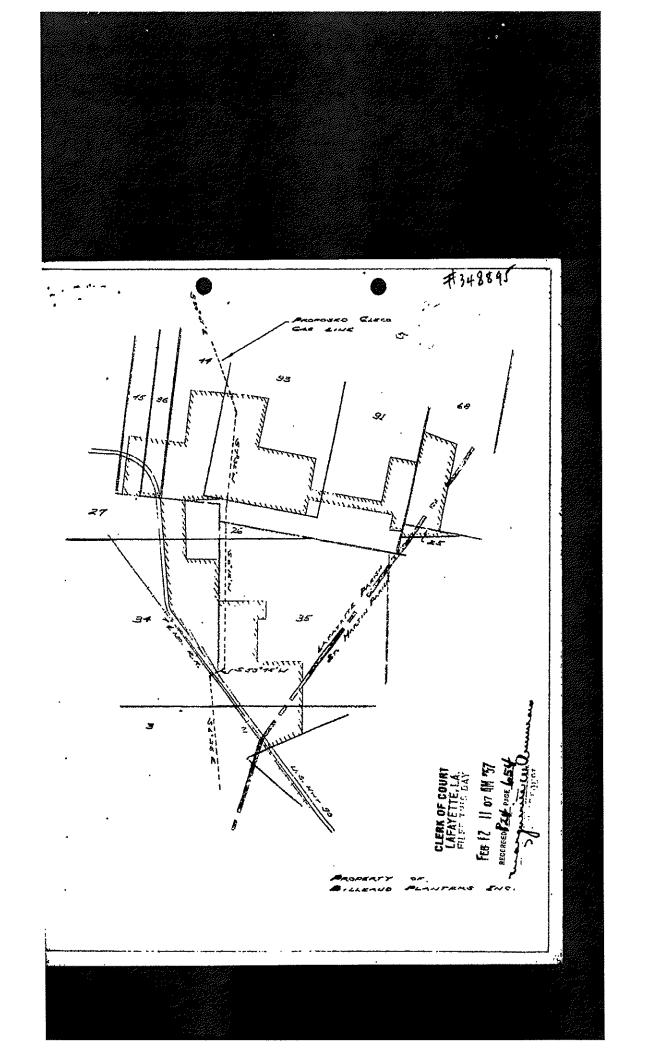
Minry Public

of all the others, and that all of said signatures thereto are genut

SWORK TO AND SUBSCRIBED before me this -

179





STATE PROJECT NO. 424-02-01
FEDERAL AID PROJECT NO. F-65(5)
BILLEAUD - LAFAYETTE HIGHWAY
ROUTE LOUISIANA 3052
LAFAYETTE PARISH
PARCELS NOS. 2-1, 2-2 and 3-1

Form S-1

STATE OF LOUISIANA

SALE_

. 395070

set

PARISH OF	,	<u> IAPAYE</u>	ette			:				
For	the	price	and	on	the	terms	and	conditions	hereinafte	r

forth, BILLEAUD PLANTERS, INC., a Louisiana Corporation domiciled in the Parish of Lafavette. State of Louisiana, represented herein by CHARLES BILLEAUD, its President, duly authorized by resolution of the Board of Directors, a certified copy of which is annexed hereto and made a part hereof.

being hereinafter sometimes referred to as the "Vendor"; have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey, and deliver under all lawful warranties and with substitution and subrogation to all of my rights and actions of warranty, unto the State of Louisiana and the Department of Highways of the State of Louisiana, herein represented by PAUL E. LIRETTE, Right of Way Engineer of said Department of Highways, authorized herein by resolution of the Board of Highways of the Department of Highways, dated October 14, 1953, who accepts this sale on behalf of the State of Louisiana and the said Department of Highways, the following described property, situated in the Parish of Lafayette ______, Louisiana, to-wit:

DESCRIPTION

Three (3) certain parcels of land together with all improvements thereon and all rights, ways, servitudes, privileges and advantages thereto belonging or in anywise appertaining, situated in Sections 34, 27, 44 and 96, Township 10 South, Range 5 East, Parish of Lafayette, designated as PARCEIS NOS. 2-1, 2-2 and 3-1 on the boundary survey map for STATE PROJECT NO. 424-02-01, FEDERAL AID PROJECT NO. F-65(5), BILLEAUD-LAFAYETTE HIGHWAY, ROUTE LOUISIANA 3052, LAFAYETTE PARISH, prepared by A. W. Schoeffler, C. E., dated February 5, 1959, which map is on file in the office of the Department of Highways in the City of Baton Rouge, and being more particularly described according to said map as follows:

PARCEL NO. 2-1:

Beginning at a point on the existing northerly right of way line of Route Louisiana 96, which point bears Louisiana Grid Coordinates X=1,807,035,26, Y=532,963,15, thence North 83° O9' 40" West along said existing northerly right of way line a distance of 150.86 feet to a point and corner; thence continue along said northerly right of way line North 55° 28' 55" West a distance of 107.36 feet to a Louisiana Department of Highways right of way marker and corner; thence in a northerly direction along the

existing easterly right of way line of Louisiana-U.S. 90 around the arc of a curve to the right (the radius of which is 1,869.86 feet, the long chord of which is 650.39 feet bearing North 17° 43' 56" West) a distance of 653.71 feet to a point; thence continue along said easterly right of way line around the arc of a spiral curve to the right, the long chord of which is 148.41 feet bearing North 6° 13' 00" West to a Louisiana Department of Highways right of way marker; thence continue along said easterly right of way line North 5° 28' 00" West a distance of 1,222.09 feet to a point and corner; thence North 86° 06' 00" East a distance of 47.10 feet to a point and corner; which point is located 150 feet westerly of the project centerline, measured at right angles thereto; thence North 3° 54' 00" West along the line 150 feet from and parallel to the project centerline a distance of 1,436.18 feet to a point and corner; thence South 89° 08' 00" East along Vendor's northerly property line (which crosses the project centerline at Highway Survey Station 823+23.67) a distance of 301.04 feet to a point and corner, which point bears Louisiana Grid Coordinates X=1,806,716.75, Y=536,457.00; thence South 3° 54' 00" East along a line 150 feet from and parallel to the project centerline a distance of 1,911.16 feet to a point and corner; thence South 12° 25' 51" East a distance of 101.12 feet to a point; thence South 34° 51' 50" East a distance of 116.62 feet to a point; thence South 44° 15' 52" East a distance of 131.24 feet to a point; thence South 42° 33' 35" East a distance of 128.06 feet to a point; thence South 28° 07' 40" East a distance of 109.66 feet to a point; thence South 12° 25' 51" East a distance of 101.12 feet to a point; thence South 1° 02' 15" East a distance of 100.12 feet to a point; thence South 10° 08' 10" West a distance of 103.08 feet to a point; thence South 17° 54' 05" West a distance of 107.70 feet to a point; thence South 39° 37' 52" West a distance of 137.93 feet to a point; thence South 15° 23' 24" West a distance of 105.95 feet to a point; thence South 13° 04' 55" West a distance of 67.96 feet to a point and corner; thence South 3° 54' 00" East a distance of 431.27 feet to the point of beginning, containing a total area of 29.409 acres.

PARCEL NO. 2-2:

Beginning at a point on the southerly existing right of way line for Route Louisiana 96; thence South 3° 54' 00" East along the easterly limits of the required right of way a distance of 26.60 feet to a point; thence in a southerly direction around the arc of a curve to the left (the radius of which is 527.96 feet, the long chord of which is 309.60 feet bearing South 20° 57' 00" East), a distance of 314.22 feet to a point; thence South 38° 00' 00" East a distance of 91.25 feet to a point; thence South 31° 23' 00" East a distance of 121.50 feet to a point and corner; which is located 55 feet easterly of the centerline of Louisiana-U.S. 90; thence North 38° 00' 00" West along the easterly existing highway right of way a distance of 394.96 feet to a point; thence North 37° 15' 00" West a distance of 147.22 feet to a point; thence around the arc of a curve to the right (the radius of which is 1,854.86 feet, the long chord of which is 62.60 feet bearing North 32° 17' 14" East a distance of 30.07 feet to a point and corner; thence North 32° 17' 14" East a distance of 30.07 feet to a point and corner; thence South 83° 09' 40" East along the southerly existing right of way line of Route Louisiana 96 a distance of 121.19 feet to the point of beginning, containing an area of 0.538 of an acre.

PARCEL NO. 3-1:

Beginning at a point on the northerly right of way line of a parish road which point bears Louisiana Grid Coordinates X=1,806,714.02, Y=536,497.05, thence North 89° 08' CO" West along said northerly right of way line (crossing the project centerline at Highway Survey Station 823+63.81) a distance of 301.04 feet to a point and corner, thence North 3° 54' CO" West (150 feet distant from and parallel to the project centerline) a distance of 535.08 feet to a point and corner, thence in a northerly direction (150 feet distant from and parallel to the project centerline) around the arc of a curve to the left (the radius of which is 3669.72 feet and the long chord 1315.98 feet bearing North 14° 10' 45" West) a distance of 1316.73 feet to Vendor's northerly boundary line and corner, thence South 80° 35' 58" East along said northerly boundary line (crossing the project centerline at Highway Survey Station 841+82.18) a distance of 355.32 feet

and corner, thence in a southerly direction (150 feet distant from and parallel to project centerline) around the arc of a curve to the right (the radius of which is 3969.72 feet and the long chord 1221.45 feet bearing South 12° 44° 59° East) a distance of 1226.32 feet to a point and corner, thence South 3° 54° 00° East (150 feet distant from and parallel to the project centerline) a distance of 560.10 feet to a point of beginning, containing a total area of 12.524 acres.

Being a portion of the same property acquired by Vendor by Act dated December 10, 1943, and recorded December 11, 1943, in COB W-15 at page 148 of the Conveyance Records of Lafayette Parish, Louisiana.

This sale and conveyance is made for and in consideration of the price and sum of SEVENTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-FIVE and NO/100 (\$ 77,675.00) DOLLARS, which price Department hereby binds and obligates itself to pay to Vendor upon the approval by Department of Vendor's title to the hereinabove described property.

Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of Vendor's remaining property as a result of the transfer of this property for highway purposes.

Vendor acknowledges by these presents that the property hereinabove described is being acquired for the purpose of constructing a controlled access highway and that all access to and from the adjacent property will be limited to the roadway nearest thereto, whether it be one of the principal lanes of the highway or a frontage road as may be determined by the Department, and this provision shall be and remain binding upon Vendor, his heirs, successors and assigns forever.

All ad valorem taxes assessed against the above described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be pro-rated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

It is understood and agreed that Vendor reserves unto himself, his heirs and assigns, all oil, gas and other minerals beneath the area here-inabove described, and more specifically under the provisions of Act 278 of the Regular Session of the Louisiana Legislature for the year 1958; it being specifically understood, however, that while no explored, drilling, nor mining of oil, gas or other minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil, gas or other minerals from under said area.

Department shall move Vendor's frame houses together with the appurtenances thereto situated wholly or partially on the hereinabove described property: (1) on the centerline at approximate Highway Survey Station 816+84, (2) to the right of the centerline at approximate Highway Survey Station 816+84, (3) to the left of the centerline at approximate Highway Survey Station 816+95, (4) to the right of the centerline at approximate Highway Survey Station 818+45, (5) to the left of the centerline at approximate Highway Survey Station 818+65 and (6) to the left of the centerline at approximate Highway Survey Station 818+67; and shall relocate said improvements on Vendor's remaining property upon sites to be selected by Vendor and agreed upon by the Department's Project Engineer within a distance of approximately (1) 300 feet, (2) 300 feet, (3) 600 feet, (4) 300 feet, (5) 500 feet and (6) 700 feet, respectively from the present locations.

Department shall construct new standard combination mesh and barbed wire fence along the right or easterly limits of the property hereby conveyed between approximate Highway Survey Stations 803+00 and 823+00 and between approximate Highway Survey Stations 823+50 and 856+10 and along the left or westerly limits of the property hereby conveyed between approximate Highway Survey Stations 808+00 and 823+30 and between approximate Highway Survey Stations 823+70 and 853+40.

IN TESTIMONY WHEREOF, the parties her	eto have signed and executed and
acknowledged this instrument as their free	and voluntary acts, in triplicate
originals in the presence of the undersign	ed competent witnesses, as of the
27 day of april	
WITNES SES:	BILLEAUD PLANTERS, INC.
Elever L. Clauchard	01 1 8:10. 0
Donald Labbe	CHARLES BILLEAUD, PRESIDENT
	Olimano Salalatoby Fallonia
	STATE OF LOUISIANA AND THE
	DEPARTMENT OF HIGHWAYS OF
$\mathcal{I} \cdot m R I$	THE STATE OF LOUISIANA
Jour M. Drome	BY
Coman N. Darge	RIGHT OF WAY ENGINEER
AFFIDAVIT	
STATE OF LOUISIANA :	
PARISH OF EAST BATON ROUGE :	
BEFORE ME, the undersigned authority	this day personally appeared
CHARLES L. PIANCHARD , to me per	rsonally known to be the identical
person whose name is subscribed to the for	regoing instrument as an attesting
witness, who being first duly sworn on his	s oath, says: That he subscribed
his name to the foregoing instrument as a	witness, and that he knows
CHARLES BILLEAUD	
who execute	ed the same and saw him sign
the same as his voluntary act	and deed, and that he, the said
CHARLES L. PLANCHARD , subscrib	bed his name to the same at the
same time as an attesting witness.	
	Stales L. Banchard
	AFFIANT - CHARLES L. PLANCHARD
SMORN TO and subscribed before me, to	his did day of April,
19_60_4	٠. ١٠ م
	travery DIRTIC
	HULLING A VIII

RESOLUTION

At a special meeting of the Beard of Directors of Billeaud Planters, Inc. held on April 26th, 1960, called according to law for the special purpose of considering the subject matter here-inafter stated, with all members of the Beard present, the following resolution was introduced, duly seconded and unanimously earried as follows:

WHEREAS the Department of Highways of the State of Lenisiana having served notice upon the Corporation that wortain portions of the Corporation's land would be needed in sommetion with the construction of State Project Humber 1/21-02-01; and thereafter pursuant to negotiations between the Department and the Corporation a proposition was made which was accepted;

NOW THEREFORE, HE IT RESOLVED by the Board of Directors of Billeaud Planters, Inc. that its President, Charles Billeaud, be and he is hereby authorised on behalf of the Corporation to sell, transfer and deliver, with full warranty of title and free from all encumbraness, to the Department of Highways of the State of Louisians and/or to the State of Louisians, for the consideration of \$77,675.00, to be paid in each, upon approval of title by the said Department, the properties belonging to the Corporation and falling within the said right-of-way designated as Parcels Humber 2-1, 2-2, 3-1 on the plan of the Department design nated as State Project Number 424-02-01, Billeand .. Lafayette Highway, Federal Aid Project Humber 7-65(5), which plan is cortified by A. W. Schooffler, Registered Surveyor, and bears date of Pebruary 5, 1959, and which plan is on file in the office of the Department of Righways at saton Rouge, Louisians.

BE IT FORTHER RESOLUTE that otherwise the said sale shall contain deb terms and conditions as the

President, in his absolute discretion, shall does proper.

I hereby certify that the above and foregoing is a true and correct copy of extracts of a special meeting of the Beard of Directors of Billeaud Planters, Inc. held on April 26th, 1960 and centains a certified copy of resolution thereat passed, which remains in full force and effect.

april 27, 1960.

The telegraphy

RIGHT OF WAY AGREEMENT

(STANDARD FORM)

407/62 FOR AND IN CONSIDERATION of the sum of ONE HUNDRED NINE AND NO/100-acknowledged, BILLEAUD FLANTERS, INC. hereinafter referred to as Grantor (whether one or more), does hereby grant unto Continental Oil Company, a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipe line, corporations for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations, were the following described land more than the following described land Parish, State of Louisiana, to wit: A tract of land in Fifth Ward, containing 688.10 arpents, more or less, acquired #170800 in deed records of Lefayette Parish Louisians Together with the rights of ingress, egress and regress to and from said line on lines, or any of them, for the purpose aforesaid, Grantor to have the right to fully use and enjoy the above described premises, except as to the rights hereinbefore granted. Grantor agrees not to build, create or construct any obstruction, engineering work or other structure over said pipe line EXCHECK nor permit same to be done by others. Grantee agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Granter from the exercise of the rights herein granted. Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said Grantee. bedskarter enticochismoslanaithocom, omitreoche thougaid teleprochismosland medican prochemical description of the control of after the fixtaline Any pipe line continues constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such line may be placed above any stream, ravine, ditch, canal, or other watercourse. This right of way agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one owners pipe lines and communication moleculoseks with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof. It is agreed that any payment due hereunder may be made direct to said Grantors or any one of them. It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect to the subject matter hereof not herein expressed, and this deed contains the entire contract. The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. WITNESS . his signature hereto in the presence of Katherine R. Marretta R. H. Tompkins , competent witnesses, Broussard 19 61 17th February ., Louisiana, this. day of BILLEAUD FLANTERS, INC. .WITNESSES: PRESIDENT Tract No. No. of Rods_ Check No. Charge 1-50-56

STATE OF LOUISIANA	· .
PARISH OF LAFAYETTE	
BEFORE ME, a duly commissioned and qualified No	otary Public in and for said Parish and State, person-
ally came and appeared R. H. TOMPKINS who being duly sworn on oath, deposes and says:	
That he is one of the attesting witnesses to the above	e and foregoing contract, and that same was duly exe-
cuted in his presence and that of KATHERINE R. by the parties thereto on the date therein stated.	MARRETTA ., the other attesting witness,
Subscribed and sworn to before me at	Lafayette, Louisiana,
on this 21st day of February , A.	D, 19
· · ·	June S. Segur Notary Public

RESOLUTION

I, W. J. Billeaud, Secretary of Billeaud Planters, Inc., hereby certify that the following is a true and correct copy of a resolution adopted by the Board of Directors of said company at a meeting held on February 6, 1961 at Broussard, Louisiana, viz:

"BE IT RESOLVED: That Billeaud Planters, Inc. grant a right-of-way to Continental Oil Company and that the President of this company is hereby authorized to execute and deliver the said right-of-way, covering the following described land in Lafayette Parish, Louisiana, to-wit:

A tract of land in Fifth Ward, containing 688.10 arpents, more or less, acquired #170800 in deed records of Lafayette Parish, Louisiana.

BE IT FURTHER RESOLVED: That the said right-of-way shall be upon such terms and shall contain such conditions as the President of Billeaud Planters, Inc. shall deem proper and necessary in the premises."

IN TESTIMONY WHEREOF, witness my official signature and the seal of said company at Broussard, Louisiana, on February 6, 1961.

Secretary of
Billeaud Planters, Inc.

HAR I'S GIST JOHN ST

PARISH OF LAPAYETTE

434813

THIS SERVITEDE granted this 7th day of January _,1963, by Billeaud Flanters, Inc., a Louisiana Corporation desiriled in the Parish of Larayette, State of Louisiana, represented herein by Charles Billearl, its President, duly authorized by resolution of the Board of Directors, a true copy of which is annexed hereto and made a part hereof, hereinafter called "Grantor", to GULF STATES UPILITIES COMPANY, a Texas corporation, hereinafter called "Grantee", WITNESSETH that for and in consideration of the mutual and public benefits to be derived from this grant, and the further consideration of Three Thousand Seven Hundred Thirty-Nine and 10/100 (\$3,739.10) Dollars cash in hand paid by Grantee to Grantor, Grantor has granted, sold and conveyed with full warranty and subrogation, unto Grantee, the right, privilege and servitude to enter upon and to erect, construct, extend, maintain, inspect, operate, replace, remove, repair and patrol a line of wood or metal structures for one or more circuits with conductors, wires, crossarms, guy wires, conduits, stubs and other usual, necessary or proper fixtures for the transmission of electricity, and for Grantee's communications, together with all necessary foundations, anchors and braces to properly support the same, and the right to place anchors and guy wires outside the described servitude in sufficient numbers to adequately brace its structures any place or places where such described servitude makes an angle, with the right to replace wood structures with metel structures and metal structures with wood structures at any time and from time to time without further payment, upon, over and across a strip of land out of the following described tract:

Those certain tracts or parcels of land lying and being situated in the NE 1/4 of Section 34, T-10-3, R-5-E, being a portion of the property acquired by Billeaud Planters, Inc., by act dated December 10, 1943, and recorded December 11, 1943, in Volume W-15 at page 148 of the Conveyance Records of Lafayette Parich, Louisiana,

situated in the Perish of Lafayette, State of Louisiana, which strip of land upon which said servitude is granted is more particularly described as twenty-five (25) feet on each side of the following described center line and continuations or projections thereof, insofer as same may be embraced within the boundaries of the above described tract, said centerline being more particularly described as follows:

TRACT______

Center line entoding the property on it; westerly line, said westerly line being also the easterly of the of may line of Interstate Highway 10, said point of entry being 109 feet northerly from a highway right of way monument as shown on plat uttached hereto and made a part hereof.

Thence II 73° 13' H a distance of 395.6 feet to a point C \mathcal{H}_{*} for angle;

Theore 3 19° 54' En distance of 1308.5 feet to a point of termination in Gulf States "Milities Company's existing right of way for its Line Number 220, said point of termination being at Structure Number 175 in said Line Number 220, all as shown in red on said plat attached hereto and made a part hereof.

The points of beginning and termination of the described center line of the above described right of way shall be considered angle points in order to facilitate gwying outside the right of way strip as set forth in the opening paragraph of this instrument.

GRANTOR GRANTS unto Grantee the right from time to time (a) to cut and remove all trees, underbrush and other obstructions upon could land covered by soid right of way without further payment, and (b) to cut and remove from the land adjacent to said right of way any and all trees which in folling would come within ten feet of the electric lines of Grantee, upon payment of the reasonable market value of such trees.

GRAFFICE RETAINS the right to use for Granton's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Granton shall not erent, locate on permit the erection on location of any structure on object of any type whatever within a distance of twenty-five (25) feet from the said center line on the above described property, but Granton may sense any or all of the said property. Grantee shall have increase and eggess at any one all times to. From any clong the said land reversed by the said servitude

GRAFFEE SHALL pay to Grantor for damage to Grantor's trees outside said right of way and to Grantor's growing trops, buildings and other structures, roads, bridges and fences caused in the construction, operation and/or maintenance of said electric lines.

TO HAVE AND TO HOLD said rights, and right of way, unto the said Grantee, its successors and assigns, until said servitude be exercised, and so long thereafter as the same shall be useful for the above named surposes.

ALL THE AGREGATICS and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Thenever the word "Grantor"

is used in this art, it shall be construed to Influde "Grandors".

MIMIESS the signature of the Grantor on the day, north and year first above written.

WITNESSES AS TO GRAVTOR: BILLEUP PLUTERS, INC. BY he for the formal Charles Billeaud, Freshient * * * * * *
STATE OF LOUISIANA 10 x 25 (County Description Letters 11 (BEFORE ME, the undersigned authority, personally came and appeared
and soid:
That he is one of the subscribing witnesses to the foregoing instrument:
that Charles Billeaud, President of Billeaud Flanters, Inc., Grantor named in the
instrument, signed the same in the presence of appearer and in the presence of
4: b. kg///equal the other subscribing witness; and
that appearer and the other cubs ribing witness signed attesting said instrument
in the presence of the said Grantor and in the presence of each other, and that
the signatures thereon are true and genuine.
SWORN TO AND SUBSCRIBED before me at the hand, on this 10th day of Danuary, A. D., 1963. **Lating A The Management of T

RE COLUMNO

that this Commany grants to Gulf listes "Millities Commany the right, emivilege and servicede to enter upon and to creat, construct, extend, valuation, inspect, except, replace, remain and remove an electric line with conductors, wires, erospares, may wires, conducts, stubs and all other usual lixtures or equipment used for the transmission of or handling of electricity, and Grantee's remainstance to graph of the same upon the same upon, over all across a stric of land fifty (50) feet in width out of the following described treet:

Those vertain trasts or parcels of lond lyin; and being situated in the EE 1/4 of Jection 34, T-10-3, R-5-R, being a portion of the property cognized by Billeaud Planters, Inc., by act dated December 10, 1943, and recorded December 11, 1943 in Volume 9-15 at page 143 of the Jonaphone Records of Lafayette Parish, Louisians,

for end in consideration of the come of THREE THOUSAND SEVEN HUNDRED THERTY-EINE AND 10/100 (43,739.10) Dollars and on such other terms and conditions as Charles Billeaud, President of this Company, may agree to.

BE IT FIRTHER REMODINED that all things done or to be done by Charles Billeaud, President of this Company, in connection with the granting of said servitude, be and the same are hereby retified and approved.

* * * * * *
I, RAMON E. KILL J. D., Secretory of Billcaud Flanters,
Inc., hereby certify that the above and foregoing is a true and correct copy of
a resolution of the Board of Directors held in the office of said commony at
BROUSSALD, Touisiana, on JANUARY 7, 1963
at which o quorum was present and voted in favor thereof.
IN TEXTEROIN WHEREOF, witness my official signature and seal of said
company ut KICOUSSIARD , Louisiana, on AANUARY 7,
19 63.

Georetary of Billeaud Planters, Inc.

CLERK OF COURT

LAFAYETTE, LA

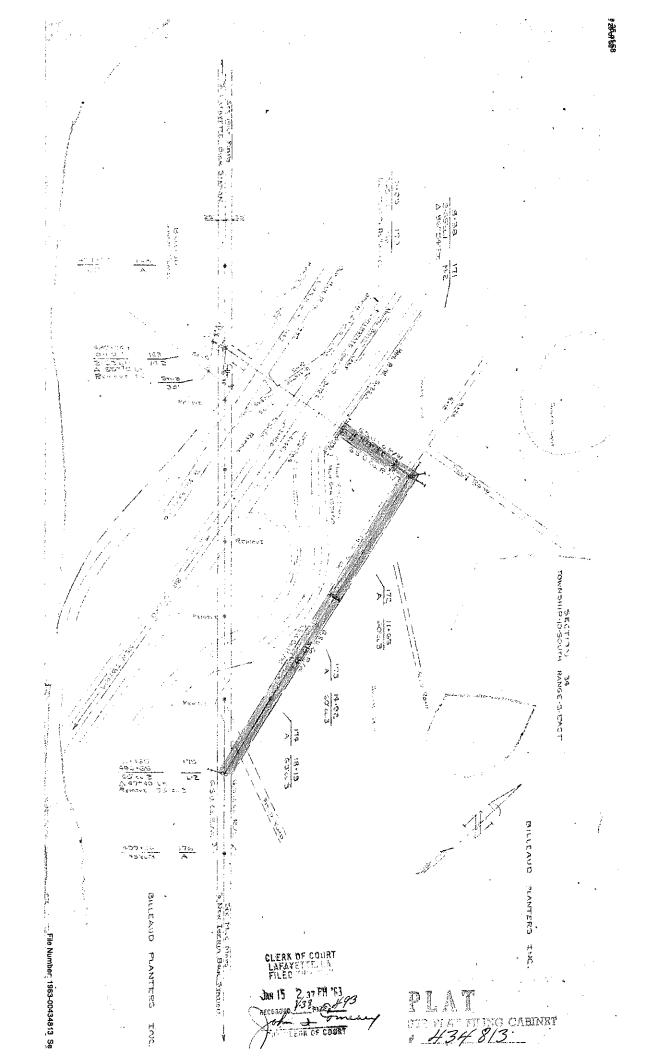
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RECURSE ASSETTION OF COURT

RECURSE ASSETTI

: CABIUS



REDUCTION OF PREFERRED CAPITAL STOCK

STATE OF LOUISIANA

PARISH OF LAFAYETTE

462 5-27

BE IT KNOWN that on this 14 day of August, 1964, before me, the undersigned Notary Public in and for the Parish of Lafayette, Louisiana, duly commissioned and qualified as such, personally came and appeared CHARLES BILLEAUD, President, and RAMON BILLEAUD, Secretary of BILLEAUD PLANTERS, INC., a Louisiana corporation domiciled in the Parish of Lafayette, Louisiana, acting herein by virtue of authority contained in a resolution of the Board of Directors of said corporation, a certified copy of which is attached hereto, who declared:

That the corporation was authorized by its Articles of Incorporation, recorded in Charter Book 4 at page 521, under Entry No. 170555 of the records of the Parish of Lafayette, Louisiana, as amended by an amendment to the Articles of Incorporation recorded in Charter Book 6 at page 306, under Entry No. 240883, to issue preferred stock in the amount of \$100,000.00, and to redeem such stock at any time after issuance thereof.

That the corporation issued \$100,000.00 worth of preferred stock at par value of \$1.00 per share; that all preferential dividends provided in the said Articles of Incorporation have been paid; that the corporation as redeemed the 100,000 shares previously issued to Billeaud Sugar Factory, paying therefor the consideration of \$100,000.00 without premium, and which considera-

tion was paid out of the earnings of the company.

Appearers further declare that the corporation desires to retire the entire authorization to issue such preferred stock.

Appearers further declare that after the redemption of the said preferred stock, the assets of the corporation are more than sufficient to pay all of the debts of the corporation and, accordingly, the redemption of the said stock does not impair the value of the remaining capital stock.

Accordingly, appearers declare that the authorization of the corporation to issue \$100,000.00 of preferred stock at a par value of \$1.00 is hereby reduced to no authorization, the same being cancelled.

This declaration is filed pursuant to the provisions of Revised Statute 12:45 relative to the reduction of authorized preferred stock after redemption of such stock.

THUS DONE AND SIGNED in duplicate originals on the day and date first above written in the presence of the undersigned competent witnesses, who signed with appearers and me, officer, after due reading of the whole.

WITNESSES:

BILLEAUD PLANTERS, INC.

By Marter 1 July

CHARLES BILLEAUD - President

MODIA DV DITRI.TO

RESOLUTI ON

At a regular meeting of the Board of Directors of Billeaud Planters, Inc., held at the office of the company on August 10, 1964, with all of the members present, the following resolution was introduced, duly seconded and unanimously adopted:

WHEREAS, Billeaud Planters, Inc. has redeemed out of its earnings \$100,000.00 of preferred stock heretofore issued to Billeaud Sugar Factory, thereby leaving no outstanding shares of preferred stock of the corporation; and it is considered desirable to retire and cancel all of the authorization of the corporation to issue preferred stock; that such action will not affect the financial standing of the corporation, whose remaining assets will be more than sufficient to pay all of the debts of the corporation, and such redemption will not impair the remaining capital stock of the corporation,

BE IT RESOLVED by the Board of Directors of Billeaud Planters, Inc. that Charles Billeaud, President, and Ramon Billeaud, Secretary, be and they are hereby authorized to execute a declaration under the provisions of R.S. 12:45 reducing the authorized preferred capital stock of the corporation to nothing, thereby cancelling the authorization of the corporation to issue such preferred stock.

BE IT FURTHER RESOLVED that the said President and Secretary are authorized to execute and sign any document, declaration or certificate required by law for the purpose of accomplishing the object of this resolution, and all the terms thereof shall

be such as are deemed proper by the President in his absolute discretion.

CERTIFICATE

I hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of Billeaud Planters, Inc., on August 10, 1964, which resolution is in full force and effect.

Broussard, Louisiana, August 10, 1964.

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STATE PROJET NO. 424-02-01 F.A.P. NO. 7-05 (5) EILLEAUD-LAFAYETTE HIGHWAY ROUTE LOUISIANA 3052 LAFAYETTE PARISH PARCEL NOS. 2-1-R & 2-2-R

Form 5-1

SALE

STATE OF LOUISIANA

PARISH OF LAFAYETTE

471185

For the price and on the terms and conditions hereinafter set

forth, <u>FILLEAUD PLANTERS</u>, INC., a Louisiana Corporation

domiciled in the Parish of Lafayette, State of Louisiana,

represented herein by CHARLES BILLEAUD, its President, duly

authorized by resolution of the Board of Directors, a

certified copy of which is annexed hereto and made a part

hereof,

being hereinafter sometimes referred to as the "Vendor"; have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey, and deliver under all lawful warranties and with substitution and subrogation to all of my rights and actions of warranty, unto the State of Louisiana and the Department of Highways of the State of Louisiana, herein represented by PAUL E. LIRETTE, Right of Way Engineer of said Department of Highways, authorized herein by resolution of the Board of Highways of the Department of Highways, dated October 14, 1953, who accepts this sale on behalf of the State of Louisiana and the said Department of Highways, the following described property, eituated in the Parish of Lafayette , Louisiana, to-wit:

DESCRIPTION

Two (2) certain parcels of land together with all improvements thereon and all rights, ways, servitudes, privileges and advantages thereto belonging or in anywise appertaining, situated in Section 34, Township 10 South, Range 5 East, Parish of Lafayette, designated as Parcel Nos. 2-1-R and 2-2-R on the boundary survey map for STATE PROJECT NO. 424-02-01, F.A.P. NO. F-05 (5), BILLEAUD-LAFAYETTE HIGHWAY, ROUTE LOUISIANA 3052, LAFAYETTE PARISH, prepared by A. W. Schoeffler, C. E., dated February 5, 1959, which map is on file in the office of the Department of Highways in the City of Baton Rouge, Louisiana, and being more particularly described according to said map as follows:

PARCEL NO. 2-1-R: Beginning at a point on the existing right of way line of Route La., 96, which point bears Louisiana Grid Coordinates X=1,807,035.26, Y=532,936.15, thence North 03° 54' 00" West along the existing eastern right of way line of Route La. 3052 a distance of 63.49 feet to a point and corner; thence South 43° 31' 50" East a distance of 97.79 feet to a point on the existing northerly

-1-

right of way line of Route La., 96 and corner; thence North 83° 00' 40" West along said existing northerly right of way line a distance of 03.48 feet to the point of beginning, containing a total area of 0.040 of an acre.

PARCEL NO. 2-2-R: Beginning at a point on the existing southerly right of way line of Route La., 96 which point bears Louisiana Grid Goordinates X=1,807,047.18, Y=532,819.21; thence South 83° 09' 40" East along said existing southerly right of way line a distance of 58.29 feet to a point and corner; thence South 44° 32' 18" West a distance of 75.08 feet to a point on the existing easterly right of way line of Route La., 3052 and corner; thence along said existing easterly right of way line along the arc of a curve to the right (the chord of which bears North 05° 45' 00" West, 34.09 feet) a distance of 34.09 feet to a point; thence North 03° 54' 00" West a distance of 26.60 feet to the point of beginning, containing a total area of 0.040 of an acre.

Being portions of the same property acquired by Vendor by Act dated December 10, 1943, recorded December 11, 1943, in COB W-15 at Page 148 of the Conveyance Records of Larayette Parish, Louisiana.

Form S-2a

This sale and conveyance is made for and in consideration of the price and sum of ONE HUNDRED SEVENTY-TWO AND NO/100

(\$ 172.00) DOLLARS, which price Department hereby binds and obligates itself to pay to Vendor upon the approval by Department of Vendor's title to the hereinabove described property.

Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of Vendor's remaining property as a result of the transfer of this property for highway purposes.

All ad valorem taxes assessed against the above described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be pro-rated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

It is understood and agreed that Vendor reserves unto himself, his heirs and assigns, all oil, gas and other minerals beneath the area here-inabove described, and more specifically under the provisions of Act 278 of the Regular Session of the Louisiana Legislature for the year 1958; it being specifically understood, however, that while no exploration, drilling, nor mining of oil, gas or other minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil, gas or other minerals from under said area.

Form S-3

OMETO	eir free and voluntary acts, in triplica
originals in the presence of the w	ndersigned competent witnesses, as of the
8th day of February	19 <u>65</u> .
WITNESSES:	BILLEAUD PLANTERS, INC.
, the second	31 3
P. L. BELEAUTO	BY: LINE DE DELL'ALLE
D. J. FREDERICK	TITLE: CHARLES BILLEAUD, President
	STATE OF LOUISIANA AND THE
	DEPARTMENT OF HIGHWAYS OF
1.1 20	THE STATE OF LOUISIANA
Johny H. Heck	- Kin Cried
وسسس محريرين	
Albania Comment	RIGHT OF WAT ENGINEER
Alona (Smalnant	RIGHT OF WAY ENGINEER
AF	
, ,	RIGHT OF WAY ENGINEER
STATE OF LOUISIANA : PARISH OF EAST BATON ROUGE :	RIGHT OF WAY ENGINEER
STATE OF LOUISIANA : PARISH OF EAST BATON ROUGE :	RIGHT OF WAY ENGINEER
STATE OF LOUISIANA : PARISH OF EAST BATON ROUGE : BEFORE ME, the undersigned at	RIGHT OF WAY ENGINEER THOUTH
STATE OF LOUISIANA : PARISH OF EAST BATON HOUSE: BEFORE ME, the undersigned at I. J.FRED!RICK	RIGHT OF WAY ENGINEER THOUTH
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RESOLUTION

At a meeting of the Board of Directors of the Billeaud Planters, Inc., held at its offices on February 8, 1965, with all members in attendance, the following Resolution was introduced, was duly seconded, and was unanimously adopted, to-wit:

WHEREAS, The Board of Highways of the Department of Highways of the State of Louisiana has informed this corporation that it is in need of two small plots of land in connection with the construction of the overpass network over the tracks of the Southern Pacific Railroad Company, said tracts more accurately described as follows:

Those two certain parcels of land, with all rights, ways, servitades, privileges and advantages thereto belonging, situated in Section 34. Township 10 South, Range 5 East, Parish of Lafayette, designated as Parcel Nos. 2-1-R and 2-2-R on the boundary survey map for STATE HIGHWAY, ROUTE LOUISIANA 3052, LAFAYETTE PARISH, prepared by A.W. Schoeffler, C.E, dated February 5, 1959, and on file in the office of the Department of Highways in the City of Baton Rouge, Louisiana, said two tracts lying on either side of La. Highway # 96, at the intersection of La. Highway # 3052, with Parcel # 2-1-R containing .046 acres, and Parcel # 2-2-R containing .040 acres, for a total of .086 acres, and

WHEREAS, The State Department of Highways is offering to compensate the Corporation in the sum of \$ 172.00 for these two small tracts of land, said sum being calculated at the rate of \$ 2,000.00 per acre,

NOW THEREFORE, HE IT RESCLVED by the Board of Directors of the Billeaud Planters, Inc., that its President, Charles Billeaud, be and he is hereby empowered and directed to execute, on behalf of, and for this Corporation, a Sale to the State Department of Highways, of the two small tracts above described, for the sum of \$ 172.00, as hereinabove set out, and be

BE IT FURTHER RESOLVED, that the said Sale shall contain such terms and conditions as the said President shall, in his discretion deem fitting and proper.

<u> dertification</u>

I, Ramon E. Billeaud, Secretary of the Billeaud Planters, do hereby certify that the above is a true and correct copy of a Resolution adopted at the meeting of the Board of Directors held on February 8, 1965, and that the said Resolution is in full force and effect.

RAMON E. BILLMAUD

February 10, 1965

FTO BROUSSARD HMY 182 (OLO US 90) TO STANDARD THE STANDA	PARISH ROAD PLANTERS BURIED & PROPERTY OF BURIED & PROPERTY OF	BLE	Diagram showing location of property as related to streets or other known land marks. Authority 16-1400 Classification 45 C Area 1900 55950 Approved Approved Office Control of the c	Property Covered by this Permit Exchange TROUSSARD (State) Street PARISH ROAD Number	Name and Post Office Address of Grantor Planters ACC
lars in consideration of which eby grants said Company, its a hority to construct, operate and her facether purpose of the trans	BELL TELEPHONE AND		NYLLNETT	y sanas	form 8419 Mar. '56 /100 vilege and ntelligence
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in witness whereof, the day of ANUAR ness: acceptances:	the said grantor has caused in	BILLEAUD By	PLANTERS, II	NC C Clean PR	ES.

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STATE OF LOUISIANA
PARISH OF Lagagetto
BEFORE ME, the undersigned authority, versonally
came and appeared Planphies, who
being by me first duly sworn deposed and sald that he is
one of the Subscribing Witnesses to the signature of Bulland Manley Inc
Billeaud Rantes Inc
document; said he saw the said By Chase Billeus Case.
execute said document and that appearer signed same, together
with Quise C. Soulies the other subscribing
witness
P. Langelied
SUBSCRIBED AND SWORN TO before me this //
AST OF VANUE 1966.
day of January 1966.
1 (and Christa
NOTARY OUBLIC IN AND FOR
Jarish of Lapryette
CLERK OF COURT
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John I Comean

LOUISIANA INTRASTATE GAS CORPORATION

RIGHT-OF-WAY-PERMIT GAS LINES

STATE OF LOUISIANA

Project No. 900-365.2 Conoco-Broussard Conn.

PARISH OF Lafayette KNOW ALL MEN BY THESE PRESENTS, that ____BILLEAUD PLANTERS, INC., herein represented its duly authorized President Charles Billeaud of lawful age, a resident of Bronssard ... State of Louisiana Granier, in consideration of the mutual penemis to accrue, and <u>Use things of the Hosted System of the Joseph Dollars</u> (5/26) ...

and other good and valuable considerations, the receipt whereof is hereby acknowledged, and full acquittance granted therefor, does hereby grant unit LOUISIANA INTHASTATE GAS CORPORATION, a Louisiana corporation whose post-office address is Pineville, Louisiana, and to its successors or assigns (herein called Grantes) the right to enter upon the land of the undersigned situated in the Parish of LafayetteState of Louisiana, and more particularly described as follows:

A certain tract of land located in Sections 34 & 35, Township 10 South, Range 5 East, Lafayette Parish, Louisiana. Grantor also grants to Grantee a servitude site measuring 40 feet by 25 feet for the purpose of constructing, installing, maintaining, operating repairing, replacing or removing thereon above surface pipeline connections, valves, fittings and other pipeline appurtenances and accessories together with the right to enclose said servitude site with fencing, and to surface same with shell or other surfacing material, the location and area covered by said servitude site and the route of the proposed pipeline more particularly shown on the plat attached hereto and made a part hereof.

herein granted to said Grantee. Granter agrees not to construct or permit to be constructed any house, structure or ob-struction on or over that will interfere with the construction, maintenance or operation of said pipe line or appur-tenances constructed hereunder. Grantee agrees to bury all pipes below plow depth websited presentations. It is understood that in granting this Right of Way and easement the following items are included and settled

by the execution thereof:

This Right-of-Way and easement is granted and accepted subject to the following restrictions: Pipeline to have a cover of 36 inches. Right-of-way to revert back to 20 feet following construction of said pipeline.

The Grantee hereby agrees to pay any other damages, not included in the above settlement, which may be inflicted by it in the construction and maintenance of the said lines, provided an itemized claim thereof shall be presented by the Granter in writing to the office of the Grantee at Pineville, Louisians, within thirty days after the damage is done said damages if not mutually agreed upon, to be accertained and determined by three distinctented persons, one of whom shall be appointed by the Granter, one by the Grantee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive.

This Right-of-Way does not convey any interest whatever in any oil, gas or other minerals in, on or under the

above described land.

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

IN WITHESS WHEREOF, the undersigned has set his hand and seel, this 16th day of July.

19 74. in the presence of two competent witnesses who sign as such, with the Granlor after due reading.

BILLEAUD PLANTERS, INC. By: Charliele and

Charles Billeaud, President

Grantor GAS CORPORATION Right-of-Way Agent

STATE OF LOUISIANA

SWORN TO AND SUBSCRIBED before me this 1/2 day of

Noinry Public

No. 6

LOUISIANA INTRASTATE GAS CORPORATION

See rider attached

and to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace thereon a pipe line and appurienances thereto Uncluding without limitation all protective equipment for the distribution or transportation of gas, and to open, clear of trees and brush and maintain said Right-of-way and to keep the same clear of underbrush, trees and all other obstructions. Commencemental restrictions and all other obstructions. Commencemental restrictions are considered and restrictions and restrictions and constructions and agreed that the Right-of-Way and easement hereby granted is 50 feet in width, during construction. The Grantee shall have the right of ingress and egrees to and from said Right-of-Way and all other rights and Constructions are convenient for the full use and enjoyment of the Right-of-Way herein granted for the purposes herein described. To have and to hold said Right-of-Way and privileges unto the Grantee, it's successors and essigns, subject to the conditions and liminations herein contained. The Grantor shall have full use of said Right-of-Way and the right to cultivate the same except for the purposet herein granted to said Grantor agrees not to construct or pormit to be constructed any house, structure or obstruction on or over that will interfere with the construction, maintenance or operation of said pipe line or appurtenances constructed hereunder. Grantee agrees to bury all pipes below plow depth wark management of the construction of the constructed hereunder. It is understood that in granting this Right-of Way and easement the following items are included and settled by the execution thereof: This Right-of-Way and easement is granted and accepted subject to the following restrictions: Pipeline to have a cover of 36 inches. Right-of-way to revert back to 20 feet following construction of said pipeline. The Granies hereby agrees to pay any other damages, not included in the above settlement, which may be inflicted by it in the construction and maintenance of the said lines, provided an itemized claim thereof shall be presented by the Granier in writing to the office of the Granies at Pineville, Louisiana, within thirty days after the damage is dence said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the Granier, one by the Granier, and the third by the two so appointed, and the award of such three persons shall be final and conclusive.

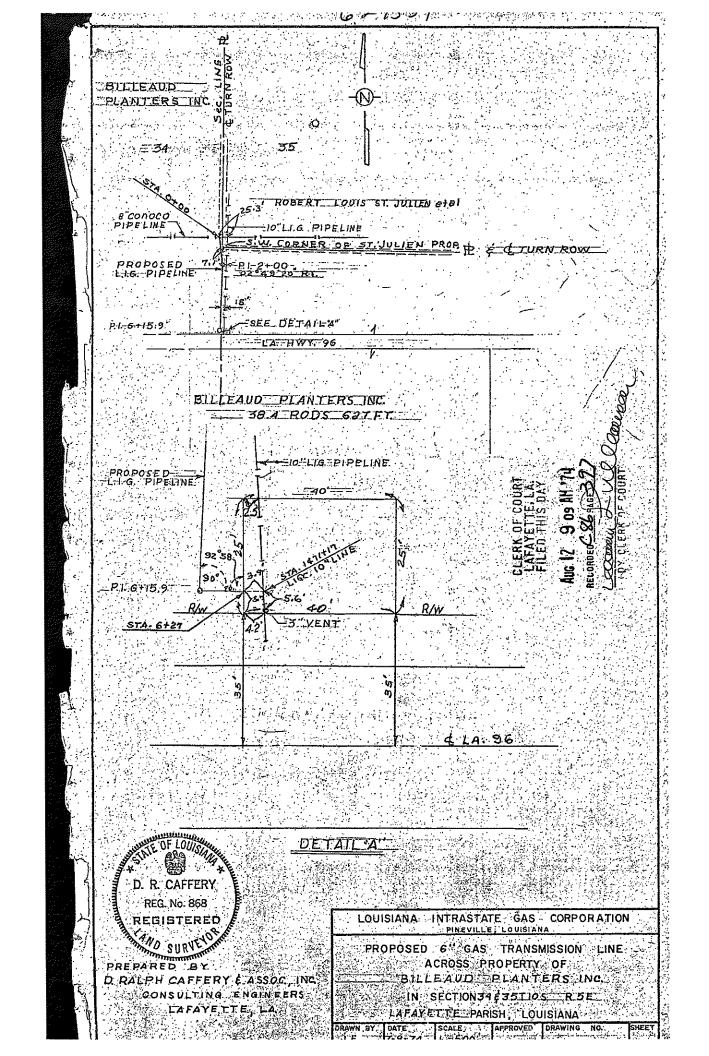
This Right-of-Way does not convey any interest whatever in any oil, gas or other minerals in, on or under the above described land.

It is further understood that, whenever recovery treatment of the said of the s above described land.

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

IN WITNESS WHEREOF, the undersigned has set his hand and seel, this 16th day of July in the presence of two competent witnesses who sign as such, with the Grantor after due reading. BULEAUD PLANTERS, INC. By: Chalfille and Charles Billeaud, President Grantor GAS CORFORATION (i) Right-of-Way Agent SWORN TO AND SUBSCRIBED before me this _____ day of _ Notary Public No. 6

ANDERT OF WAY PERMIT TO LOUISIANA INTRASTATE OAS CORPORATION Find								
PERMIT TO TO TO PUISIANA INTERSTATE GAS CORPORATION Filed						. •	,	
		Clerk and Ex-Officio Recorder Parish, Louidana	Witness my hand and seal of office	Page	Filed	to Louisiana inthastate gas corporation	PERMIT OF WAY	
	~ .				nd			



STATE OF LOUISIANA

PARISH OF LAFAYETTE

KNOW ALL MEN BY THESE PRESENTS that

631535

WHEREAS, the plat annexed to said document was erroneous and the parties to said agreement desire to amend and correct said right-of-way and servitude site agreement.

NOW, THEREFORE, it is agreed that a plat drawn by D. Ralph Caffery and Associates, Inc., dated July 9, 1974, which is annexed hereto and made part hereof, is a correct delineation of the right-of-way and servitude site required by La. Intrastate Gas Corp. and is substituted for the plat attached to the original document, recorded as hereinabove set forth.

It is further understood and agreed that the consideration for said right-of-way and servitude site is increased from the sum of \$1268.00 to \$1368.00, receipt of which total amount is hereby acknowledged by the grantor in the hereinabove described instrument.

IN WITNESS WHEREOF, the grantor sign this instrument at Browssard

Louisiana, this 5th day of Sept., 1974, in the presence of two

competent witnesses who sign as such with the grantor after due reading.

WITNESSES:

Billeaud Planters, Inc.

By: Chas Jul

Charles Billeaud, President

Louisiana Intrastate Gas Corp

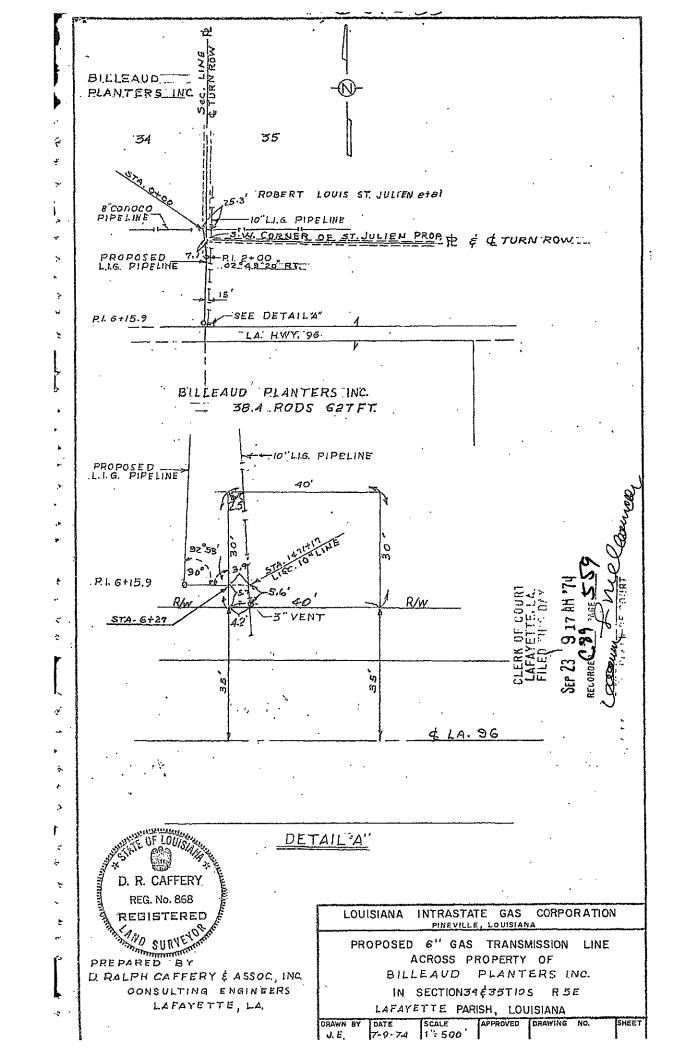
By: C COTTOM PO

STATE OF LOUISIANA
PARISH OF Rapides

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

SWORN TO AND SUBSCRIBED before methis day of

8 ARy CE



STATE PROJECT NO. 238-01-03
REALIGNMENT OF LA 96 AT BILLEAUD
STATE ROUTE LA 96
LAFAYETTE PARISH
PARCEL NO. 1

RIGHT OF WAY DEED

647162

STATE OF LOUISIANA :

PARISH OF LAFAYETTE:

BE IT KNOWN, BILLEAUD PLANTERS, INC., domiciled in Lafayette Parish, Louisiana, duly incorporated under the laws of the State of Louisiana, acting herein by its President, Charles Billeaud, duly authorized to act by resolution of the Board, copy attached and made a part hereof, being hereinafter referred to as "Grantor", in consideration of the benefits, uses and advantages accruing to Grantor by reason of the location of the REALIGNMENT OF LA 96 AT BILLEAUD, STATE PROJECT NO. 238-01-03. STATE ROUTE LA 96, LAFAYETTE PARISH, LOUISIANA, and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the State of Louisiana and the Department of Highways of the State of Louisiana, being hereinafter referred to as "Department", represented herein by RICHARD A. CURRIE, Right of Way Engineer of the said Department, authorized herein by Resolution of the Board of Highways of the said Department dated January 6, 1971, accepting and acknowledging delivery and possession for Department, all and singular a right of way on, over and across the following described property, to-wit:

A tract or parcel of land out of Section 34. Township 10 South, Range 5 East, Lafayette Parish, Louisiana, described as follows:

PARCEL NO. 1: A strip of land varying in width from 70 to 100 feet a part of Grantor's property beginning at a point on the centerline of State Route La 182 at Highway Survey Station 50+00 extend northeast or North 51 58' 50" East at said width to Highway Survey Station P.C. 3 to 7.88; thence on slight right curve to the point of intersection with State Route La 96 at Highway Survey Station P.T. 11+19.88; thence extending South 87° 25' 10" East to Highway Survey Station P.C. 12+95.66; thence at said 150 foot width North 88 12' 50" East to Highway Survey Station 22+00 along the centerline of La 96 to the end of project said area to include part of the existing right of way for La 96.

Being part of Grantor's property acquired in Act of Sale recorded on December 11, 1943, in COB W-15, Page 148 of the records of Lafayette Parish, Louisiana.

It is expressly understood that this grant and transfer of the above described right of way is made solely for the construction and maintenance of the said highway and for such other purposes as may be authorized by the laws of the State of Louisiana, and is a conveyance of a servitude across the lands hereinabove described and not a conveyance of the full ownership thereto, and the Grantor by these presents especially does not transfer any right to oil, gas and other minerals lying beneath the area herein subjected to said servitude for right of way purposes, it being specifically understood. however, that while no exploration, drilling nor mining of gas or other minerals of any kind shall be conducted upon the area covered by said servitude of right of way, there may be directional drilling from adjacent lands to extract the oil, gas or other minerals from under the area subject to said servitude.

It is understood and agreed that, in the construction and maintenance of said highway, Department may move to or remove from the property herein described earth or other material in accordance with usual highway construction and maintenance practices.

Grantor acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the right of way herein granted and for any and all diminution in the value of Grantor's remaining property as a result of the granting of this right of way for highway purposes.

It being agreed between the parties hereto that as part of the consideration for this donation of right of way, that, upon completion of said realignment project the part of existing La 96, at its point of intersection with La 182 to approximate Highway Survey Station P.C. 12+95.66 ~ not a part of this project, will be abandoned under Department procedure to the adjacent property owner and Department agrees to scarify said abandoned section without bringing in new dirt, which will permit Grantor the agricultural use thereof.

IN TESTIMONY WHEREOF, the parti	es hereto have signed and			
executed and acknowledged this instrument as their free and				
voluntary acts in triplicate origina	ls in the presence of			
the undersigned competent witnesses.	as of the 21st			
day of July, 1975.				
WITNESSES:	BILLEAUD PLANTERS, INC.			
Y. FONTENOT	CHARLES BILLEAUD, AND PRES.			
LOUISE C. SOULIER	STATE OF LOUISIANA AND THE DEPARTMENT OF HIGHWAYS OF THE STATE OF LOUISIANA			
Miligial Woodward	RIGHT OF WAY ENGINEER			
AFFIDAV	IT			
STATE OF LOUISIANA:				
PARISH OF EAST BATON ROUGE:				
BEFORE ME, the undersigned aut	hority this day personally			
appeared J. Y. FONTENOT	. to me personally			
known to be the identical person wh				
foregoing instrument as an attestin	g witness, who being first			
duly sworn on his oath, says: That				
the foregoing instrument as a witne				
	, who executed the same			
and saw him sign the same as				
deed, and that he, the saidJ. Y.				
his name to the same at the same ti				
AFF	TANT - J. Y. FONTENOT			
SWORN TO and subscribed before	e me. this 21th day of			
. 1975.	والأراب المسوع المستعدد			
,	NOTARY PUBLIC			
	NOTARY PUBLIC			

RESOLUTION

At a regular meeting of the Board of Directors of Billeaud Planters, Inc., held July 16, 1975, with all members present and voting, the following resolution was unanimously adopted, to-wit:

WHEREAS, the Department of Highways of the "tate of Louisiana proposes the re-alignment of Louisiana Highway No. 96 at Billeaud, Louisiana, as a safety measure for the traveling public, and

WHEREAS, Billeaud Planters, Inc., and the Department of Highways of the State of Louisiana have agreed on a right-of-way deed and exchange as outlined in State Project No. 238-01-03.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of Billeaud Planters, Inc., that its President, Charles H. Billeaud, be, and he is hereby authorized to donate a right-of-way to the State of Louisiana, Department of Highways, consisting of a tract or parcel of land out of ection 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, more specifically described in State Project No. 238-01-03, which is attached hereto.

BE IT FURTHER BAROLVED that the said President, Charles H.
Billeaud be further authorized to enecute any other legal instrument of transfer deemed in his absolute discretion to be necessary to accomplish the intention of this resolution.

Broussard, Louisiana July 16, 1975

I, James / Billeaud, Secretary of Billeaud Planters, Inc., do hereby certify that the above and foregoing is a true copy of a resolution of Billeaud Planters, Inc., adopted at a regular meeting held July 16, 1975, and that the same is not in full force and effect.

Secretary

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77-13825

TAPE TALLA

FILESWATE PROJECT NO. 238-01-03
REALIGNMENT OF LA 96 AT BILLEAUD

1 JR VE R 3:58 77

77-0 | ROUTE LA 96

ACT OF CORRECTION

STATE OF LOUISIANA:

PARISH OF LAFAYETTE:

KNOW ALL MEN BY THESE PRESENTS:

THAT, BILLEAUD PLANTERS, INC., domiciled in Lafayette Parish,
Louisiana, duly incorporated under the laws of the State of
Louisiana, acting herein by its President, Charles Billeaud;
and the Department of Transportation and Development of the
State of Louisiana, represented by RICHARD A. CURRIE, Right of
Way Officer, duly authorized by said Department of Transportation
and Development (formerly Department of Highways of the State
of Louisiana), who declare that by Right of Way Deed recorded
August 5, 1975, in Book C-117, Page 221, No. 647962 of the official
records of Lafayette Parish, Louisiana, the said Billeaud Planters,
Inc. granted to the Department of Highways (now Department of
Transportation and Development) a certain tract of land to-wit:

Designated as Parcel No. 1 and being situated in Section 34, Township 10 South, Range 5 East, being part of State Project No. 238-01-03, Realignment of La 96 at Billeaud, Route La 96, Lafayette Parish, Louisiana, and being more particularly described in the Right of Way Deed hereinabove designated, to which reference is made for all purposes hereof.

That, an error was made in the description of said property in said Right of Way Deed.

That in view of the foregoing and for the same consideration originally recited, the parties hereto agree to reform and correct the description of Parcel No. 1 as hereinabove referred to so that said parcel shall be described as follows:

A strip of land lying right and left of the centerline of said project varying in width from 100 feet to 35 feet beginning at the intersection of said centerline and the centerline of Route La 182 and extending easterly, partially along a slight curve, a distance of 2200 feet; also being a strip of land adjacent to the easterly existing right of way

line of Route La 182 for the purpose of increasing the right of way width of Route La 182 to 67 feet at the intersection with said project, and thence extending southerly approximately 500 feet and gradually decreasing to its existing width of 55 feet; said strips of land to be in accordance with the construction plans for said project.

Further the parties hereto do adopt, ratify and confirm the Right of Way Deed above recited in all of its terms and conditions, except to correct said descriptions as herein provided.

And we, the parties hereto do hereby authorize and request the Clerk of Court of Lafayette Parish, Louisiana, to make mention of this Act of Correction in the margin of his records under Book C-117, Page 221, No. 647962, to serve as occasion may requee.

AFFIDAVIT

STATE OF LOUISIANA:

PARISH OF EAST BATON ROUGE:

BEFORE ME, the undersigned authority this day personally ____, to me personally J. Y. FONTENOT appeared ___ 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 foregoing instrument as a witness, and that he knows CHARLES BILLEAUD, who executed the same and saw him sign the same as his voluntary act and deed, and that he, the said __ J. Y. FONTENOT , subscribed his name to the same at the same time as an attesting witness. J. Y. FONTENOT SWORN TO and subscribed before me, this day of NOTARY PUBLIC DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OFFICE OF HIGHWAYS STATE OF LOUISIANA

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678890

STATE OF LOUISIANA

PARISH OF LAFAYETTE :

THIS SERVITUDE granted this 9th day of November , 1976, by Billeaud Planters, Inc., a Louisiana corporation domiciled in the Parish of Lafayette, State of Louisiana, represented herein by Charles Billeaud, its President, duly authorized by resolution of the Board of Directors, a true copy of which is annexed hereto and made a part hereof, hereinafter called "Grantor", to GULF STATES UTILITIES COMPANY, a Texas corporation, hereinafter called "Grantee", WITNESSETH that for and in consideration of the mutual and public benefits:to be derived from this grant, and the further consideration of TEN DOLLARS (\$10.00) Dollars cash in hand paid by Grantee to Grantor, Gantor has granted, sold and conveyed with full warranty and subrogation, unto Grantee, the right, privilege and servitude to enter upon and to erect, construct, extend, maintain, inspect, operate, replace, remove, repair and patrol a line of wood structures for one or more circuits with conductors, wires, crossarms, guy wires, conduits, stubs and other usual, necessary or proper fixtures for the distribution of electricity, together with all necessary foundations, anchors and braces to properly support the same, upon, over and across a strip of land out of the following described tract:

Those centain tracts or parcels of land lying and being situated in the NE ½ of the SE ½ of Section 34, T-10-S, R-5-E, being a portion of the property acquired by Billeaud Planters, Inc., by act dated December 10, 1943, and recorded December 11, 1943, in Volume W-15 at page 148 of the Conveyance Records of Lafayette Parish, Louisiana,

situated in the Parish of Lafayette, State of Louisiana, which strip of land upon which said servitude is granted is more particularly described as ten (10) feet on the East side and one foot on the West side of the following described centerline and continuations or projections thereof, insofar as same may be embraced within the boundaries of the above described tract, said centerline being more particularly described as follows:

Commence at the point of intersection of the North right of way line of La. Highway 182 and the new East right of way line of La. Highway 96;

THENCE, Northwesterly 80 feet to an angle point;

THENCE, Northerly parallel to and one foot East of the East right of way line of Highway 96, 1015 feet to an existing pole and the point of termination.

CRANTOR GRANTS unto Grantee the right from time to time (a) to cut and remove all trees, underbrush and other obstructions upon said land covered by said right of way without further payment, and (b) to cut and remove from the land adjacent to said right of way any and all trees which in falling would come within ten (10) feet of the electric lines of Grantee, upon payment of the reasonable market value of such trees.

CRANTOR RETAINS the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within a distance of ten (10) feet from the said centerline of the above described property, but Grantor may fence any or all of the said property. Grantee shall have ingress and egress at any and all times to, from and along the said land covered by the said servitude.

GRANTEE SHALL pay to Grantor for damage to Grantor's trees outside said right of way and to Grantor's growing crops, buildings and other structures, roads, bridges and fences caused in the construction, operation and/or maintenance of said electric line.

TO HAVE AND TO HOLD said rights, and right of way, unto the said Grantee, its successors and assigns, until said servitude be exercised, and so long thereafter as the same shall be useful for the above named purposes.

ALL THE ACREEMENTS and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

WITNESS the signature of the Grantor on the day, month and year first above written;

WITNESSES AT TO GRANTOR:

Jahn M. Beileaux

BILLEAUD PLANTERS, INC.

By Mus Billand
President

c= 168 mi 714

	STATE OF LOUISIANA :
	PARISH OF LAFAYETTE :
	BEFORE ME, the undersigned authority, personally came and appeared
	Louise C. Soulier who being by me first duly sworn, deposed and
	said:
Į.	That she is one of the subscribing witnesses to the foregoing instrument
	that Charles Billeaud , President of Billeaud Planters, Inc.,
	Grantor named in the instrument, signed the same in the presence of appearer
	and in the presence of
	witness; and that appearer and the other subscribing witness signed attesting
	said instrument in the presence of the said Grantor and in the presence of each
	other, and that the signatures thereon are true and genuine.
١.	Leuise C. Laulier
	SWORN TO AND SUBSCRIBED before me at Broussard, Louisiana
	, on this 9th day of November , A. D., 1976.
	Notary Public Pulling

RESOLUTION

BE IT RESOLVED by the Board of Directors of Billeaud Planters, Inc., that this Company grants to Gulf States Utilities Company the right, privilege and servitude to enter upon and to erect, construct, extend, maintain, inspect, operate, replace, repair and remove an electric line with conductors, wires, crossarms, guy wires, conduits, stubs and all other usual fixtures or equipment used for the distribution of or handling of electricity, and Grantee's communications together with all necessary foundations, anchors and braces to properly support the same upon, over and across a strip of land eleven (11) feet in width out of the following described tract:

Those certain tracts or parcels of land lying and being situated in the NE & of the SE & of Section 34, T-10-S, R-5-E, being a portion of the property acquired by Billeaud Planters, Inc., by act dated December 10, 1943, and recorded December 11, 1943 in Volume W-15 at page 148 of the Conveyance Records of Lafayette Parish, Louisiana.

for and in consideration of the sum of TEN AND 00/100 (\$10.00) Dollars and on such other terms and conditions as ______ Charles Billeaud _____, President of this Company, may agree to.

c- 168 m 715

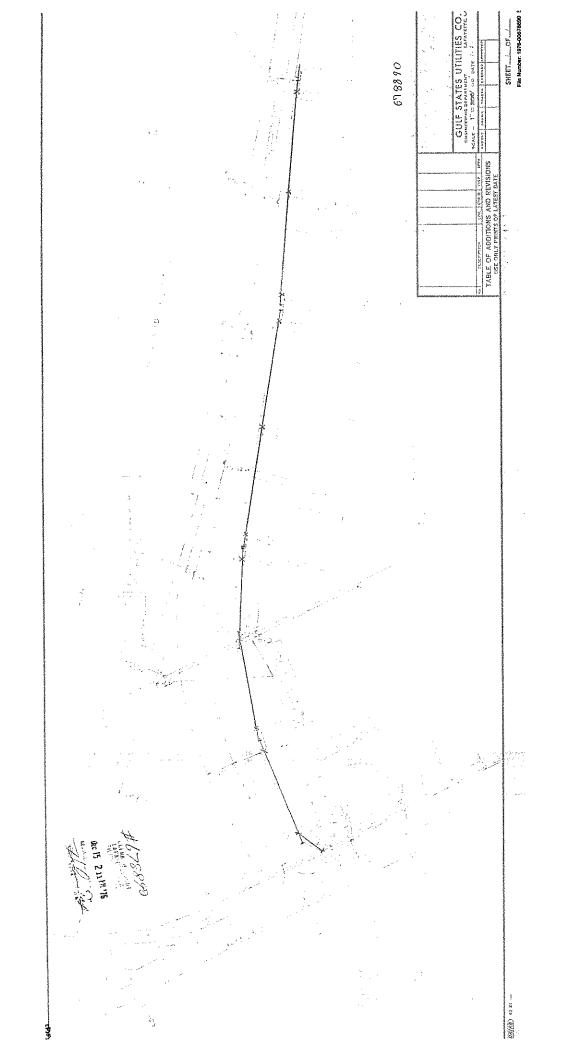
SOLVED that all things done or to be done by	BE IT FURTHE
, President of this Company, in connection	Charles Biller
servitude, be and the same are hereby ratified and	with the granting of 8
	approved.
* * * * *	
. Billeaud , Secretary of Billeaud Planters,	I,Jam
the above and foregoing is a true and correct copy	Inc., hereby certify t
rd of Directors held in the office of said company	of a resolution of the
, Louisiana, on November 9, , 1976,	at Broussard
ent and voted in favor thereof.	at which a quorum was
REOF, witness my official signature and seal of said	IN TESTIMONY
, Louisiana, on <u>November 9</u> , 1976.	company at Broussar
Secretary of Billeaud Flanters, Inc.	

PLAT
SEE PLAY FILING CABINET

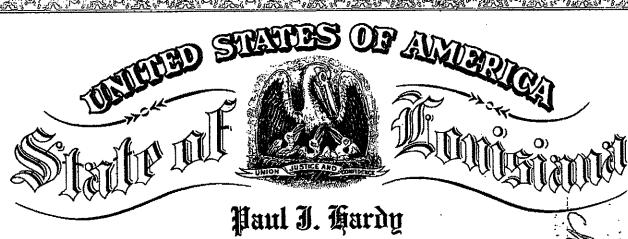
CLERK OF COURT LAFAYETTE, LA. FILED THIS DAY

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Page 72 of 117	. K	11
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·	# 25+26 (Underground Plant) GENERAL	Title: MANAGER - OSP/ ENGINEERING PERMIT For \$416-4/4-72
/	(INDIVIDUAL)	
(27)	(I), (We), for and in consideration of the benefits, to be derived adequacy and receipt of which are hereby acknowledged, do hereby	ov grant unto South Central Bell Telephone Com-
	new its associated and allied companies, their respective licen-	sees, successors, and assigns, the right to con-
	should provide and maintain a line or lines of communication; or of	ther related services, consisting of Juried Cables,
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	must be care at a minima. The location of said strip of land on s	gaid tract of into being more particalarly access
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. :	and the location of said tract of land on which said strip of land	nd is located being more particularly described as
, ,	foligws: P. DONOROSED WEST R. B. BELL.	EAST ELLE BREAKS
,		Township 10-5 Range 5-6;
· ·	all of which is shown on (above) (attached) sketch; and upon, alon	
.\$	ar through said property and the right of ingress and egress to	said premises at all times for the purpose of the
•	enecting and maintaining said lines and including the right to rele	icate said lines to a mutually acceptable location .
	on said premises to conform to any future highway relocation, with country.	dealing or improvements or luture improvements of
	Telephone Company agrees to hold harmless Granto: from any and	all liability prising from the negligent construct-
•	ion, installation, or maintenance of said telephone plant.	
-	Telephone Company agrees to repair any damage suffered to prope	rty in placing and maintaining said cable.
1	IN WITNESS WHEREOF, the undersigned Grantor _ , ha S set #12	hand and seal this
•	day of	SILLEALD ELANTERS INC.
	Mitnesses: Rangey A 1	elleand lanters, Suc.
:	fames of Am. the By	Charles H. Billeans
•	· // 011 25 12 20 100 20 20 0	President
. 1	STATE OF LOUISIANA	HARLES H. BILLEAUD
•	PARISH OF	2 D
•	. BEFORE ME, The undersigned authority, personally came and app	ocared Vancy Rolly
	mitragenes to the significant GRANTOR to the	deposed and said that he is one of the subscribing above and foregoing document; that he saw the
<u>;</u>	said CRANTOL execute the said document of the subscribing with the subscribe with the subscribing with the subscribe wit	ment and that appearer signed same, together with
		De Clipic Ex- office
<u> </u>	Vanay Varaly	Dogie Prain Dy Cliki E Ex- Office
	Subscribed and Sworn to before me this	fotary Public in and for Aboyette
•		Parish, Louisiana
•	ST. JOHN PRINTING CO., NEW SOL ANS, LOUISIANA 18115	SOUTH CENTRAL BELL TELEPHONE COMPANY
	•	WAS AN AND COMMON PROPERTY AND ASSESSMENT ASSESSMENT AND ASSESSMENT ASSESSMENT AND ASSESSMENT AND ASSESSMENT ASS
	•	By General Manager 22
		· · · · · · · · · · · · · · · · · ·



SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

the annexed and following is a copy of an Amendment to the Article of Incorporation of

BILLEAUD PLANTERS, INC.,

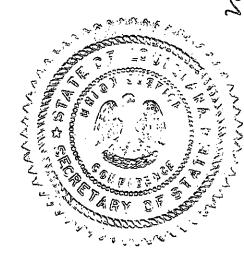
Domiciled at Broussard, Louisiana,

As certified a true copy by Gale Romero, a Notary whose certificate appears on said document.

I further certify that the document was filed and recorded in this Office on December 3, 1979.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on, December 3, 1979.

Secretary of State



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AMENDMENT TO CHARTER

αn

BILLEAUD PLANTERS, INC.

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BE IT KNOWN, That on this 3rd day of August, 1979, before me David S. Foster, Notary Public, in and for said Parish and State, duly commissioned and qualified as such, personally came and appeared MANNING BILLEAUD, President and PAUL R. BILLEAUD, Secretary, herein acting by virtue of a resolution of the shareholders, properly certified by the Secretary of the meeting, of BILLEAUD PLANTERS, INC., attached hereto and made part hereof, who declared:

That at the special meeting of the shareholders of the Billeaud Planters, Inc., legally held on August 3, 1979, as is more fully shown in the excerpt of the minutes of said meeting, properly certified by the Secretary of the meeting.

Said appearors further declare that in order to carry in to effect the resolution adopted at said meeting, they do by these presents proclaim and publish that the last paragraph of Article VI of the Articles of Incorporation of Billeaud Planters, Inc. is now amended to read as follows, to-wit:

ARTICLE VI

"The foregoing restriction on the transfer of stock shall not be construed so as to prevent the transferring of stock of the corporation by any legal means between husband and wife or between blood or adoptive relatives, nor the pledging thereof as security for an obligation, but in the event of default in the discharge of the obligations secured by such pledge of stock, the owner or pledgee thereof may only sell such stock, (1) in the manner hereinabove provided, or (2) at public auction to the highest bidder after due publication of such proposed sale, as in the case of the judicial sale of movable property."

avid S. Foster ttorney at Law O. Box 52389 Lafayette, La. 70505 THUS DONE AND PASSED IN DUPLICATE originals in the Parish of Lafayette, Louisiana, on the day and date first above written in the presence of the undersigned competent witnesses who signed with Appearors and me, officer, after due reading of the whole.

WITNESSES:

Linda S. Holm!

Sark Landny

MANNING BILLEAUD, President

PAUL R. BILLEAUD, Secretary

Gale Komera NOTARY PUBLIC

avid S. Foster . Horney at Law O. Box 52389 Cafayette, La. 70505

I VERIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL

onero DATE 11/20/29

Lafayette, Louisiana August 3, 1979

OF THE BOARD OF DIRECTORS BILLEAUD PLANTERS, INC.

A special meeting, pursuant to notice, of the shareholders of BILLEAUD PLANTERS, INC. was held at The Holiday Inn South, Acadiana Room, in Lafayette, Louisiana, on August 3, 1979 after due notice thereof was mailed to each stockholder according to law; which notice contained a provision that an amendment to the charter of the corporation would be requested so as to change the last paragraph of Article VI regarding the restriction on the transfer of stock.

At said meeting sufficient stockholders were present in person or by proxy to form a quorum, and the President of the corporation presided to organize the meeting.

The chairman stated that pursuant to notice to the shareholders, the shareholders should now consider the advisability of amending the last paragraph of Article VI of the charter concerning restrictions on stock transfers and upon motion duly made and seconded, the following resolution was adopted:

RESOLVED, That the last paragraph of Article VI be changed to read as follows:

ARTICLE VI

"The foregoing restriction on the transfer of stock shall not be construed so as to prevent the transferring of stock of the corporation by any legal means between husband and wife or between blood or adoptive relatives, nor the pledging thereof as security for an obligation, but in the event of default in the discharge of the obligations secured by such pledge of stock, the owner or pledgee thereof may only sell such stock, (1) in the manner hereinabove provided, or (2) at public auction to the highest bidder after due publication of such proposed sale, as in the case of the judicial sale of movable property."

vid S. Foster ttorney at Law O. Box 52389 afoyette, La. 70505 After further discussion, the shareholders then, upon motion duly made and seconded, adopted the following resolution:

RESOLVED, that the President, Manning Billeaud, and the Secretary, Paul R. Billeaud, respectively, of the corporation, be and they are hereby authorized to appear before any competent Notary Public in and for the Parish of Lafayette, Louisiana to execute and sign an authentic act to carry into effect the object of the above resolution in accordance with the provisions of the law.

There being no further business to come before the meeting on motion duly seconded and unanimously carried, the meeting duly adjourned.

Chairman, Stockholders Meeting

Youlk Billeand Secretary, Stockholders Meeting

I, the undersigned Secretary of the Stockholders'
Meeting of Billeaud Planters, Inc., held on August 3,
1979, hereby certify that the above and foregoing is a full
copy of the minutes of the meeting of the Shareholders held on
that date, at which more than three-fourths (3/4) of the
stockholders voted for the amendments of the Charter as set
out therein.

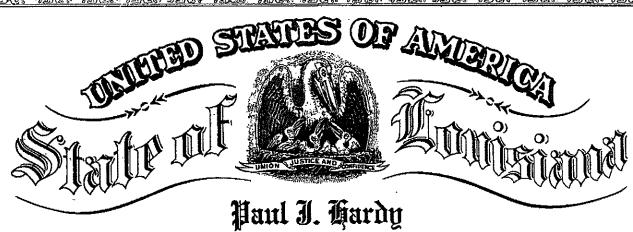
IN TESTIMONY WHEREOF, I have hereunto affixed my signature as Secretary of the Stockholders' Meeting on this 20 day of

Secretary

avid S. Foster ttorney at Law O. Box 52389 Safayette, La. 70505

#86 (1 %1 11)

I VERIFY THAT THE IS A TRUE AND CORRECT COPY OF THE ORIGINAL.



SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

the annexed and following is a copy of an Amendment to the Articles of Incorporation of

BILLEAUD PLANTERS, INC.,

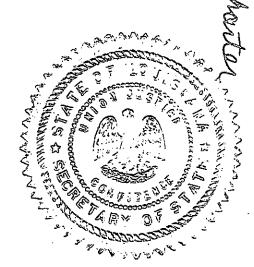
Domiciled at Broussard, Louisiana,

As certified a true copy by Gale Romero, a Notary whose certificate appears on said document.

I further certify that the document was filed and recorded in this Office on December 3, 1979.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on, December 3, 1979.

Secretary of State



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AMENDMENT TO CHARTER

OF

BILLEAUD PLANTERS, INC.

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BE IT KNOWN, That on this 28th day of April, 1979, before me David S. Foster, Notary Public, in and for said Parish and State, duly commissioned and qualified as such, personally came and appeared MANNING BILLEAUD, President and PAUL R. BILLEAUD, Secretary, herein acting by virtue of a resolution of the shareholders, properly certified by the Secretary of the meeting, of BILLEAUD PLANTERS, INC. attached hereto and made part hereof, who declared:

That at the special meeting of the shareholders of the Billeaud Planters, Inc., legally held on April 28, 1979, as is more fully shown by the excerpt of minutes of said meeting properly certified by the Secretary of the meeting.

Said appearors further declare that in order to carry in to effect the resolutions adopted at said meeting, they do by these presents proclaim and publish that Article II of the Articles of Incorporation of Billeaud Planters, Inc. is now amended to read as follows, to-wit:

ARTICLE II

"This corporation is organized and formed to engage in any lawful activity for which corporations may be formed under the law."

That in order to carry into effect another resolution adopted at said meeting, they do by these presents proclaim and publish that Article VII of the Articles of Incorporation of Billeaud Planters, Inc. is now amended to read as follows, to-wit:

ARTICLE VII

"The corporate powers of this corporation shall be vested in and exercised by a Board of not more than eleven directors, now fewer than nine of

vid S. Foster torney at Law O. Hox 52389 Lafayette, La. 70505 whom shall be stockholders; and not less than nine Directors, seven of whom shall be stockholders. At no time shall there be more than two non-shareholders elected to the Board.

"The Board shall continue in office until the second Saturday of April, 1980 and subsequent years (unless this should fall on Holy Saturday and in such case the meeting shall be held on the third Saturday of April) on which date a Board of Directors shall be elected. Said election shall be held upon ten days' notice duly mailed to each stockholder at his last known place of residence, and the Board of Directors shall appoint one or more stockholders to preside at said election as commissioners. In the event of the failure of any commissioner or commissioners to attend, the President shall, by appointment, fill the vacancy. The election of directors shall be by ballot and each stockholder shall be entitled to one vote for each share of stock owned by him, and the majority of all votes to be cast shall be necessary to an election. In the event of a vacancy occurring on the Board of Directors, the remaining Directors shall elect someone to fill that vacancy.

"Immediately following the adjournment of the annual election, the Board of Directors shall hold a meeting and organize by electing from their number a President, Vice-President, and Secretary who may be ex-officio treasurer.

"Failure for any cause to elect directors as herein provided shall not dissolve the corporation; and in such event the President shall cause another election to be held within thirty (30) days, and shall give notice thereof, as hereinabove provided. The directors shall hold office until their successors are qualified.

"Stockholders may vote by proxy to another stockholder, and members of the Board of Directors may vote by proxy to another member of the Board.

"A majority of the number of directors elected, if present, will constitute a quorum for the transaction of business and their decisions will be valid corporate acts. The classification, qualifications, terms of office, manner of election, time and place of meeting, and the powers and duties of the directors and officers may from time to time be fixed by the By-Laws of the corporation.

"During the absence of the President, the Vice-President shall preside and perform the normal duties of the President."

THUS DONE AND PASSED IN DUPLICATE originals in the Parish of Lafayette, Louisiana, on the day and date first above written

avid S. Foster
Lettorney at Law
O. Box 52389
Lefavette, La. 70505

in the presence of the undersigned competent witnesses who signed with Appearors and me, officer, after due reading of the whole.

WITNESSES:

Links of Holm

Lark Landry

MANNING BILLEAUD, President

Paul Billeaud, Secretary

NOTARY PUBLIC

I VERIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL.

havid S. Foster Storney at Law 1 O. Box 52389 Lafayette, La. 70505

Lafayette, Louisiana April 28, 1979

EXCERPT OF MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS BILLEAUD PLANTERS, INC.

A special meeting, pursuant to notice, of the shareholders of Billeaud Planters, Inc. was held at the Travel
Lodge North at Lafayette, Louisiana on April 28, 1979 after
due notice thereof was mailed to each stockholder according
to law; which notice contained a provision that amendments
to the charter of the corporation would be requested so as
to change Article II insofar as the purpose of the corporation,
and Article VII as to the make-up of the Board of Directors.

At said meeting sufficient stockholders were present in person or by proxy to form a quorum, and the President of the corporation presided to organize the meeting.

The chairman stated that pursuant to notice to the shareholders, the shareholders should now consider the advisability of amending Article II of the charter to enlarge the purposes of the corporation and upon motion duly made and seconded, the following resolution was adopted:

RESOLVED, That Article II of the Articles of Incorporation of Billeaud Planters, Inc. be amended to read as follows:

ARTICLE II

"This corporation is organized and formed to engage in any lawful activity for which corporations may be formed under the law."

The shareholders then discussed the advisability of amending the charter of the corporation to change Article VII regarding the make-up of the Board of Directors, and upon motion duly made and seconded, the following resolution was adopted:

RESOLVED, That Article VII of the Articles of Incorporation of Billeaud Planters, Inc. be amended so as to read as follows:

Avid S. Foster
Anomey at Law
O. Box 52389
Afavette, La. 70505

ARTICLE VII

"The corporate powers of this corporation shall be vested in and exercised by a Board of not more than eleven directors, not fewer than nine of whom shall be stockholders; and not less than nine Directors, seven of whom shall be stockholders. At no time shall there be more than two nonshareholders elected to the Board.

"The Board shall continue in office until the second Saturday of April, 1980 and subsequent years (unless this should fall on Holy Saturday and in such case the meeting shall be held on the third Saturday of April) on which date a Board of Directors shall be elected. Said election shall be held upon ten days' notice duly mailed to each stockholder at his last known place of residence, and the Board of Directors shall appoint one or more stockholders to preside at said election as commissioners. In the event of the failure of any commissioner or commissioners to attend, the President shall, by appointment, fill the vacancy. The election of directors shall be by ballot and each stockholder shall be entitled to one vote for each share of stock owned by him, and the majority of all votes to be cast shall be necessary to an election. In the event of a vacancy occurring on the Board of Directors, the remaining Directors shall elect someone to fill that vacancy.

"Immediately following the adjournment of the annual election, the Board of Directors shall hold a meeting and organize by electing from their number a President, Vice-President, and Secretary who may be ex-officio treasurer.

"Failure for any cause to elect directors as herein provided shall not dissolve the corporation; and in such event the President shall cause another election to be held within thirty (30) days, and shall give notice thereof, as hereinabove provided. The directors shall hold office until their successors are qualified.

"Stockholders may vote by proxy to another stockholder, and members of the Board of Directors may vote by proxy to another member of the Board.

"A majority of the number of directors elected, if present will constitute a quorum for the transaction of business and their decisions will be valid corporate acts. The classification, qualifications, terms of office, manner of election, time and place of meeting, and the powers and duties of the directors and officers may from time to time be fixed by the By-Laws of the corporation.

"During the absence of the President, the Vice-President shall preside and perform the normal duties of the President."

BE IT FURTHER RESOLVED, that the President, MANNING BILLEAUD, and the Secretary, PAUL R. BILLEAUD, respectively, of the corporation, be and they are hereby authorized to appear before any competent Notary Public in and for the Parish

David S. Foster
Storney at Law
O. Box 52389
Lafayette, La. 7050

of Lafayette, Louisiana to execute and sign an authentic act to carry into effect the object of these resolutions in accordance with the provisions of law.

There being no further business to come before the meeting on motion duly seconded and unanimously carried, the meeting duly adjourned.

Chairman, Stockholders Meeting

Secretary, Stockholders Meeting

I, the undersigned Secretary of the Stockholders'
Meeting of Billeaud Planters, Inc., held on April 28,
1979, hereby certify that the above and foregoing is an
accurate excerpt of the minutes of the meeting of the
Shareholders held on that date, at which more than threefourths (3/4) of the stockholders voted for the amendments
of the Charter as set out therein.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature as Secretary of the Stockholders' Meeting on this 20th day of ______, 1979.

Paul Billiand

I VERIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE OR.J.NAL.

Dale Ramero DATE 11/20/29

torney at Law
O. Box 52389
Layette, La. 70505

TRANS LOUISIANN, GAS, COMPANY, INC.

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STATE OF LOUBIANA
PARISH OF Lafayette

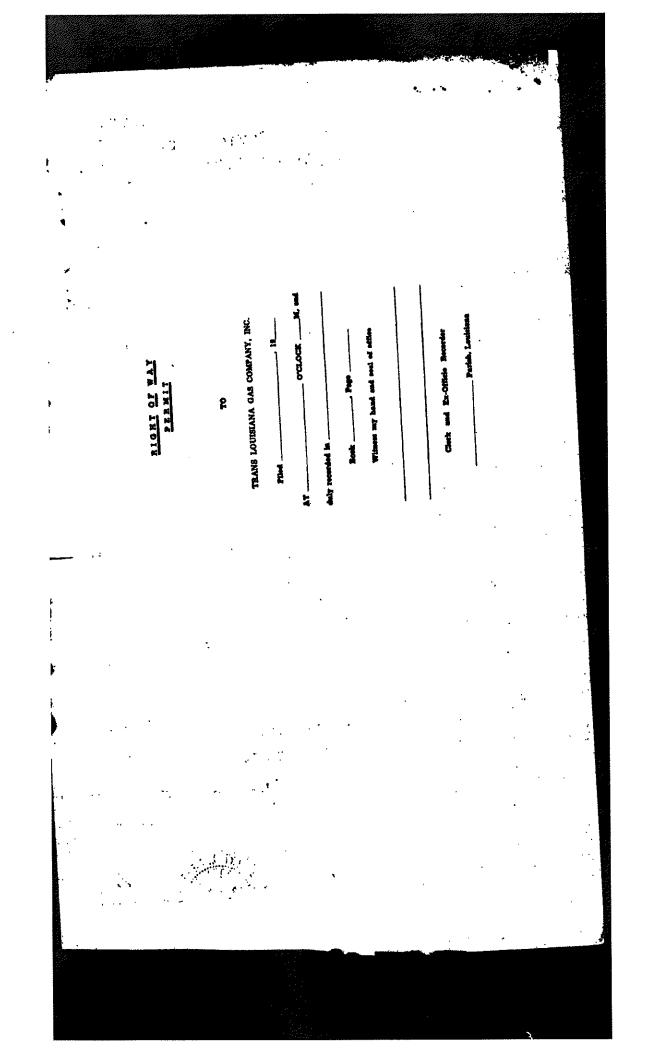
RHOW ALL MEN BY THESE PRESENTS. that Billeaud Planters, Inc.
represented by Manning Billeaud, Chairman of the Board

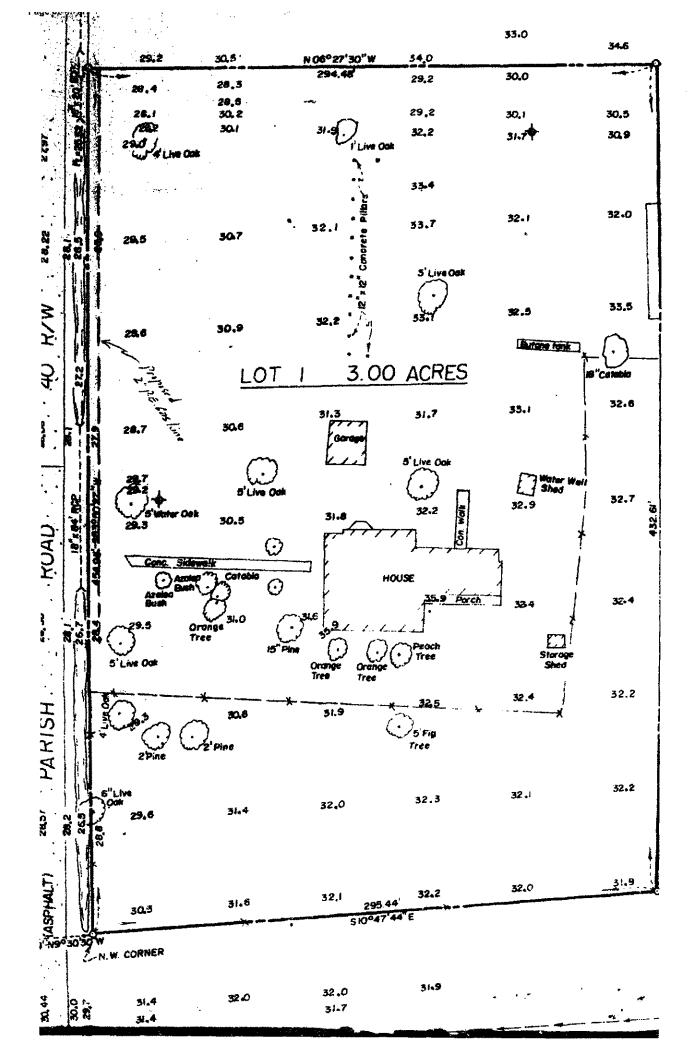
of lawful age, a resident of Broussard, State of Louisiana, Grantor, in consideration of the mutual benefits to accrue, and One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is heavy acknowledged, and full acquitance granted therefor, does hereby grant unto TRANS LOUISIANA GAS COMPANY, INC., a Louisiana corporation whose postoffice address is Lafayette, Louisiana, and to its successors or amigns (herein called Grantes) the right to

enter upon the land of the undersigned situated in the Parish of LEIGYette , State of Louisians, and more particularly described as follows:

Three (3) acres more or less in Section 34, Township 10 South, Range 5 East, allowing Grantee to install a two-inch gas main on property of Grantor more particularly shown on drawing attached.

	In Lafayette Parish, Louisiana
and to construct, lay, maintain, operate, alter, repair, remove, change the nances thereto (including without limitation all protective equipment) for clear of trees and brush and maintain said Right-of-Way and to keep the sam	for the distribution or trensmission of sac. and to open.
It is understood and agreed that the Right-of-Way and easeme	ment bereby granted is10feet in width.
The Granice shall have the right of ingress and egress to an privileges necessary or convenient for the full use and enjoyment of a herein described.	and from said Right-of-Way and all other rights and I the Right-of-Way herein granted for the purposes
Te have and to hold said Hight-of-Way and privileges unto a conditions and limitations herein contained.	the Grantee, its successors and assigns, subject to the
The Granter shall have full use of said Right-of-Way and the herein granted to said Grantee. Granter agrees not to construct or a struction as or over or that will interfere with the construction, main taxons constructed hereunder. Grantee agrees to bury all pipes below	permit to be constructed any house, structure or ob- intenance or eperation of said pipe line or appurtes.
This Right-of-Way and agreement is granted and accepted sub	ubject to the following restrictions:
,	
* Standle Trenvenu 5 Murry Counter	and seel, this 4 day of 54 N. much, with the Grantor after due reading. illeaud Planters, Inc. Grantor TRANS LOUISIANA GAS COMPANY, INC. Grantor TRANS LOUISIANA GAS COMPANY, INC. Grantor TRANS LOUISIANA GAS COMPANY, INC. Within foregoing instrument as a without, in the presence and correct.
SWORN TO AND SUSSCRIBED before me this 14 day	Memay Conserved A.D. 10 6/



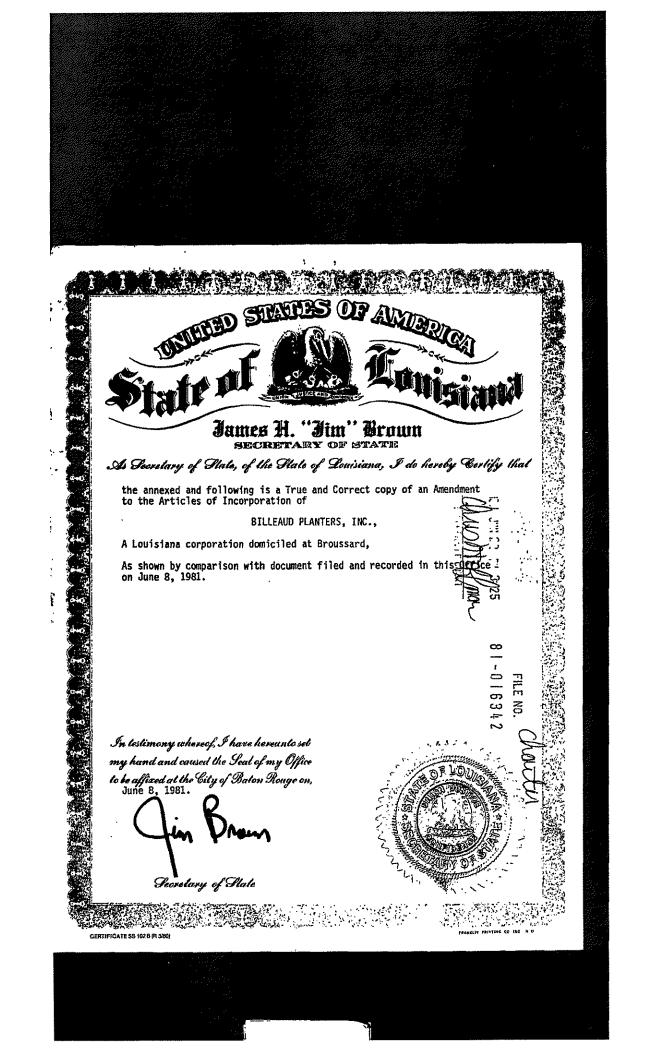


RIGHT OF TAY FORM FILE NO. STATE OF LOUISIANA PARTSH OF LAFAYETTE . 81-006246 KNOW ALL NEW BY THESE PRESENTS These presents grant unto the Parish of Lafayette, through its Police Jury, the necessary right-of-way for the construction maintenance and improvement of existing drainage facilities through and across my Sections 27 And 74. TIOS-R5E LATRIGATE Parish, LA From Giro. St Julian Rol To Huy 90. . All rosidue to be hailed off. The consideration of this grant is the expectation of benefits to said property as a result of the drainage improvement program. In witness whereof this instrument is executed on this 1981. Billeaud Planters, Inc.

By: President

CRANTOR STATE OF LOUISIANA PARISH OF LAFAYETTE BEFORE ME, the undersigned authority this day personally came and appeared to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being fire duly sworn on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows the same as his voluntary act and deed, and that he, the said , subscribed his name to the same at the same time as an attesting witness. Sworn to and subscribed before he this _____ day of ______,19___,

COTARY PUBLIC



AMENDMENT TO CHARTER

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OF

BILLEAUD PLANTERS, INC.

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BE IT KNOWN, That on this day of the 192, before me, Don's Dose , Notary Public, in and for said Parish and State, duly commissioned and qualified as such, personally came and appeared MANNING BILLEAUD, President, and PAUL R. BILLEAUD, Secretary, herein acting by virtue of a resolution of the shareholders, properly certified by the Secretary of the meeting of BILLEAUD PLANTERS, INC., attached hereto and made part hereof, who declared:

That at the special meeting of the shareholders of Billeaud Planters, Inc. legally held on April 11, 1981, as is more fully shown by the excerpt of minutes of said meeting properly certified by the Secretary of the meeting, it was duly moved, seconded and passed that Article VII of the Articles of Incorporation be amended.

Said appearors further declare that in order to carry into effect the resolutions adopted at said meeting, they do by these presents proclaim and publish that Article VII of the Articles of Incorporation of Billeaud Planters, Inc., is now amended to read as follows, to-wit:

ARTICLE VII

"The corporate powers of this corporation shall be vested in and exercised by a Board of not more than eleven directors, not fewer than nine of whom shall be stockholders; and not fewer than nine Directors, seven of whom shall be stockholders. At no time shall there be more than two non-shareholders elected to the Board.

"The Board shall continue in office until the second Saturday of May, 1982 and subsequent years on which date a Board of Directors shall be elected. Said election shall be held upon twenty (20) days' notice duly mailed to each stockholder at his last known place of residence, and the Board of Directors shall appoint one or more stockholders to preside at said election as commissioners. In the event of the failure of any commissioner or commissioners to attend, the President shall, by appointment, fill the vacancy. The election of directors shall be by ballot and each stockholder shall be entitled to one vote for each share of stock owned by him, and the majority of all votes to be cast shall be necessary to an election. In the event of a vacancy occurring on the

DAVID S. FOSTER

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LAFAYETTE, LA 70508

Board of Directors, the remaining Directors shall elect someone to fill that vacancy. Further, that the notice requirement for special meetings of the shareholders shall also be twenty (20) days.

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"Immediately following the adjournment of the annual election, the Board of Directors shall hold a meeting and organize by electing from their number a President, Vice-President, and Secretary who may be ex-officio Treasurer.

"Failure for any cause to elect directors as herein provided shall not dissolve the corporation; and in such event the President shall cause another election to be held within thirty (30) days, and shall give notice thereof, as hereinabove provided. The directors shall hold office until their successors are qualified.

"Stockholders may vote by proxy to another stockholder, and members of the Board of Directors may vote by proxy to another member of the Board.

"A majority of the number of directors elected, if present, will constitute a quorum for the transaction of business and their decisions will be valid corporate acts. The classification, qualifications, terms of office, manner of election, time and place of meeting, and the powers and duties of the directors and officers may from time to time be fixed by the By-Laws of the corporation.

"During the absence of the President, the Vice-President, shall preside and perform the normal duties of the President.

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

NOTARY PUBLIC

witnesses:

Lay Crinkelneyer) Margaret Freeman

Manning Billeaud, President el Belia

Paul R. Billeaud, Secretary

DAVID S. FOSTER IA PROFESSIONAL LAW CORPORATIONS LAFAYETTE, LA 70505

Lafayette, Louisiana April 11, 1981

EXCERPT OF MINUTES OF THE ANNUAL MEETING

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OF THE SHAREHOLDERS

BILLEAUD PLANTERS, INC.

The Annual meeting, pursuant to notice, of the shareholders of Billeaud Planters, Inc. was held at the Holiday Inn
South at Lafayette, Louisiana on April 11, 1981 after due notice
thereof was mailed to each stockholder according to law; which
notice contained a provision that an amendment to the charter of
the corporation would be requested so as to change Article VII as
to the date of the annual meeting of the shareholders.

At said meeting sufficient stockholders were present in person or by proxy to form a quorum, and the President of the corporation presided to organize the meeting.

The chairman stated that pursuant to notice to the shareholders, the shareholders should now consider the advisability of amending Article VII of the charter regarding the date of the annual meeting of the shareholders and upon motion duly made and seconded, the following resolution was adopted:

RESOLVED, That Article VII of the Articles of Incorporation of Billeaud Planters, Inc. be amended so as to read as follows:

ARTICLE VII

"The corporate powers of this corporation shall be vested in and exercised by a Board of not more than eleven directors, not fewer than nine of whom shall be stockholders; and not fewer than nine Directors, seven of whom shall be stockholders. At no time shall there be more than two non-shareholders elected to the Board.

"The Board shall continue in office until the second Saturday of May, 1982 and subsequent years on which date a Board of Directors shall be elected. Said election shall be held upon twenty (20) days' notice duly mailed to each stockholder at his last known place of residence, and the Board of Directors shall appoint one or more stockholders to preside at said election as commissioners. In the event of the failure of any commissioner or commissioners to attend, the President shall, by appointment, fill the vacancy. The election of directors shall be by ballot and each stockholder shall be entitled to one vote for each share of stock owned by him, and the majority of all votes to be cast shall be necessary to an election. In the event of a vacancy occurring on the

DAVID S. FOSTER
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Board of Directors, the remaining Directors shall elect someone to fill that vacancy. Further, that the notice requirement for special meetings of the shareholders shall also be twenty (20) days.

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"Immediately following the adjournment of the annual election, the Board of Directors shall hold a meeting and organize by electing from their number a President, Vice-President, and Secretary who may be ex-officio Treasurer.

"Failure for any cause to elect directors as herein provided shall not dissolve the corporation; and in such event the President shall cause another election to be held within thirty (30) days, and shall give notice thereof, as hereinabove provided. The directors shall hold office until their successors are qualified.

"Stockholders may vote by proxy to another stockholder, and members of the Board of Directors may vote by proxy to another member of the Board.

"A majority of the number of directors elected, if present, will constitute a quorum for the transaction of business and their decisions will be valid corporate acts. The classification, qualifications, terms of office, manner of election, time and place of meeting, and the powers and duties of the directors and officers may from time to time be fixed by the By-Laws of the corporation.

"During the absence of the President, the Vice-President, shall preside and perform the normal duties of the President."

BE IT FURTHER RESOLVED, That the President, MANNING BILLEAUD, and the Secretary, PAUL R. BILLEAUD, respectively, of the corporation be and they are hereby authorized to appear before any competent Notary Public in and for the Parish of Lafayette, Louisiana to execute and sign an authentic act to carry into effect the object of these resolutions in accordance with the provisions of

Chairman, Stockholders Meeting Paul Blean

Secretary, Stockholders Meeting

I, the undersigned Secretary of the Stockholders' Meeting of Billeaud Planters, Inc., held on April 11, 1981, hereby rertify that the above and foregoing is an accurate excerpt of the mintues of the meeting of the Shareholders held on that date, at which time, 97,426 shares out of 100,546 shares voted for the amendment of the Charter as set out therein.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature as Secretary of the Stockholders' Meeting on this ______day of

Pulk Belia

DAVID S. FOSTER M. PROFESSIONAL LAW CORPORATIONS P. O. BOX B2289 LAFANETÉE, LA 70508

84-23972 Cyn

STATE OF LOUISIANA PARISH OF LAFAYETTE

and appeared:

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in the year of our Lord nineteen hundred and eighty-four, before me, David S. Foster, Notary Public, in and for said Parish and State, duly commissioned and qualified as such, personally came

BILLEAUD PLANTERS, INC., a Louisiana corporation domiciled in Lafayette Parish, Louisiana, herein represented by its President, Manning F. Billeaud, duly authorized;

who declared that for the consideration hereinafter mentioned it does by these presents sell, transfer and deliver, with full guarantee of title and free from all encumbrances, and with subrogation to all of its rights and action of warranty against previous owners, unto:

BILLEAUD PROPERTIES, INC., a Louisiana corporation, domiciled in Lafayette Parish, Louisiana, herein represented by its President, John R. Knight duly authorized;

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

That certain tract of land consisting of NINETEEN AND .849/1000 acres (19.849), more or less, and all improvements thereon, located in Section 35, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, being bounded now or formerly on the North by St. Julien, on the Bast by St. Julien Road, on the South by State Highway 95, on the West by Vendor. Said tract of survey dated 4/2/84 by Richard C. Spikes, Land Surveyor and attached hereto and made part hereof.

It being understood that the vendor does hereby reserve unto itself any and all minerals, provided however, that the surface of the property may not be used for drilling or exploratory operations.

Vendor assumes the payment of all taxes assessed against the property herein sold for the year 1983. Taxes for 1984 will be provated.

This sale is made and accepted for and in consideration of the sum of TWO HUNDRED NINETY-SEVEN THOUSAND, SEVEN HUNDRED THIRTY-FIVE AND NO/100 (\$297,735.00) DOLLARS, in part payment thereof purchaser paid vendor in cash TWENTY-EIGHT THOUSAND AND NO/100 (\$28,000.00) DOLLARS, receipt whereof is hereby acknowledged; for the balance of said price purchaser furnished

DAVID #, YOYTELL A PROTESSIONAL LAW CORP. HOX XIDES LAFAYKITH, LA. 70007 ENL. 222-2415 two promissory notes, one in the amount of FORTY-SIX THOUSAND, NINE HUNDRED NINETY AND NO/100 (\$46,990.00) DOLLARS, drawn to the order of Billeaud Planters, Inc. dated of even date herewith and payable ninety (90) days from date with interest at ten (10%) percent per annum from date, and one in the amount of TWO HUNDRED TWENTY-TWO THOUSAND, SEVEN HUNDRED FORTY-FIVE AND NO/100 (\$222,745.00) DOLLARS, drawn to the order of Billeaud Planters, Inc. dated of even date herewith and payable in seven years from date in two (2) installments of interest only, payable semi-annually and five years of principal and interest payable

semi-annually PRINCIPAL	in ten installmen	nts as follows: TOTAL DUE	DATE DUE
\$ \$ -0- \$ -0- \$ 17,709.01 \$ 18,594.46 \$ 19,524.18 \$ 20,500.39 \$ 21,525.41 \$ 22,601.68 \$ 23,731.77 \$ 24,918.35 \$ 24,918.35 \$ 27,475.48	\$ 11,137.25 \$ 11,137.25 \$ 11,137.25 \$ 11,137.25 \$ 11,137.25 \$ 10,251.80 \$ 9,322.08 \$ 8,345.87 \$ 7,320.85 \$ 6,244.58 \$ 5,114.49 \$ 3,927.91 \$ 2,681.99 \$ 1,373.77	\$ 11,137.25 \$ 11,137.25 \$ 11,137.25 \$ 11,137.25 \$ 28,846.26 \$ 28,846.26	July 1, 1984 January 1, 1985 July 1, 1985 January 1, 1986 July 1, 1986 January 1, 1987 July 1, 1987 July 1, 1988 July 1, 1988 January 1, 1989 January 1, 1989 January 1, 1990 July 1, 1990 January 1, 1990 January 1, 1991 July 1, 1991 July 1, 1991

said principal balances to bear interest at ten (10%) percent per annum from date which notes were paraphed "Ne Varietur" by the undersigned Notary, and handed to Vendor, who acknowledges receipt of same.

It is further understood and agreed by the parties to this instrument that Vendor will release portions of the property herein sold from the provisions of this credit sale upon payment by Vendee, based upon a release of one square foot per payment of \$.53 (principal payment). Vendor and vendee agree further that vendee shall have the right to designate which acreage it wishes released under the terms of this agreement and vendor will execute the necessary documents to effect the releases requested.

Now, in order to more fully secure the punctual payment of said note and all accruing interest thereon, as well as an attorney's fees herein fixed at fifteen (15%) percent in case of suit, purchaser herein specially mortgages unto said vendor and the future holders of said note all property herein sold, vendor

DAVID S, YOAZER A PROFESSIONAL LAY CORT 201 23322 LAYAYETTE, LA, 10003 216-222-4213 retaining special mortgage and vendor's privilege, to which purchaser consents purchaser binding itself and heirs or assigns not to sell, alienate, or otherwise encumber said property to the prejudice of this act.

And said purchaser does by these presents consent, agree and stipulate that in the event of the said note not being punctually paid at maturity, it shall be lawful for, and the said purchaser hereby authorizes the said mortgage, or any holder or holders thereof to cause all and singular the property hereinabove described and hereinabove mortgaged to be seized and sold under executory process, to the highest bidder payable cash; the said mortgagor hereby expressly dispensing with all and every appraisement of movable and immovable effects, etc., seized and sold under executory process, or other legal process, the mortgagor hereby confessing judgment in favor of said mortgagee, and such person or persons as may be the holder or holders of said note for the full amount thereof, capital and interest, with all costs, charges and expenses whatsoever. The purchaser hereby dispenses with the certificate required by Article 3364 of the Revised Civil Code of this State.

No title opinion was requested nor rendered by the undersigned Notary Public.

DONE AND PASSED at the Parish of Lafayette, Louisiana, on the
day and date first above written, in the presence of
Lacombe and Kari Hanagriff , competent
witnesses, who sign with appearers and me, officer, after due
reading thereof.
WIENESSES: BILLBAUD PLANTERS, INC VENDOR
Vonna Lacombe By: Sim It Bill &
Kui Maggiff By: Manning F. Billeaud, President
BILLEAUS PROPERTIES, INC. 7 VENDES
By John R. Knight, President
Za Bayrara Beck Olhan
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RESOLUTION

BILLBAUD PROPERTIES, INC.

A regular meeting of the Board of Directors of BILLEAUD PROPERTIES, INC., a corporation organized under the laws of the State of Louisiana, was held on June 19, 1984, at the offices of said company in Broussard, Louisiana, pursuant to proper notice.

The purchase of certain acreage owned by Billeaud Planters in Lafayette Parish was a topic of discussion at the meeting. It was agreed upon that Billeaud Properties, Inc. would buy 19.849 acres from Billeaud Planters, Inc. by means of an installment credit sale and execution of a promissory note, which resulted in the following resolution:

RESOLVED, that John R. Knight, President of Billeaud Properties, Inc., be and he is hereby given general and unlimited authority to execute that certain Installment Credit Sale and accompanying note covering the purchase of 19.849 acres, more or less in Lafayette Parish, from Billeaud Planters, Inc. Said sale being made in consideration of \$297,735.00, with \$28,000.00 being paid in cash in partial payment of the total, and the balance being furnished by two promissory notes in the amounts of \$46,990.00 and \$222,745.00. The first promissory note for \$46,990.00 being payable ninety days from date with 10% interest per annum and the second promissory note for \$222,745.00 being payable seven years from date in four installments of interest only, payable semi-annually and five years of principal and interest payable semi-annually in ten installments as is more fully detailed in the copy of the original installment credit sale and notes which are attached hereto and made a part hereof.

There being no further business to discuss, old or new, said meeting was adjourned.

Broussard, Louisiana, this 2 day of July

JOHN R. KNIGHT, President Billeaud Properties, Inc. PAUL BILLEAUD, Secretary Billeaud Properties, Inc.

RESOLUTION

BILLEAUD PLANTERS, INC.

A regular meeting of the Board of Directors of BILLEAUD PLANTERS, INC., a corporation organized under the laws of the State of Louisiana, was held on June 19, 1984, at the offices of said company in Broussard, Louisiana, pursuant to proper notice.

The sale of certain acreage owned by the company in Lafayette Parish was a topic of discussion at the meeting. It was agreed upon that Billeaud Planters, Inc. would sell 19.849 acres to Billeaud Properties, Inc. by means of an installment credit sale, which resulted in the following resolution:

RESOLVED, that Manning F. Billeaud,
President of Billeaud Planters, Inc., be and he
is hereby given general and unlimited authority
to execute that certain Installment Credit Sale
covering the sale of 19.849 acres, more or less in
Lafayette Parish, to Billeaud Properties, Inc.
Said sale being made in consideration of \$297,735.00,
with \$28,000.00 being paid in cash in partial payment
of the total, and the balance being furnished by two
promissory notes; one for \$46,990.00 being payable
ninety days from date with 10% interest per annum
and the second promissory note for \$222,745.00 being
payable seven years from date in four installments of
interest only, payable semi-annually and five years of
principal and interest payable semi-annually in ten
installments as is more fully detailed in the copy
of the original installment credit sale and notes
which are attached hereto and made a part hereof.

There being no further business to discuss, old or new, said meeting was adjourned.

Broussard, Louisiana, this a day of July

1984.

MANNING F. BILLEAUD, President Billeaud Planters, Inc.

PAUL BILLEAUD, Secretary Billeaud Planters, Inc. RICHARD C. SPIKES
REGISTERED LAND SURVEYOR NO 204
STATE OF LOUISIANA REG No. 204 SUNICO OR assigns PLANTERS, INC. BILLEAUD 562 47 N 01º 16' 35" W PARS SIRE LOUISIANA INTERSTATE LAS CORP. PIPELIHE METERING STATION S 87° 30' 30" W STATE AJ# 84-23972 HWY 51007 57. 9.0040 1016.85 JULIEN ₹0. 96 Ş ASSIGNS (70'R/W) ----- a/a |-----870 28' 42" W ASPHALT NE VARIETUR
TO BENEVEY IT WITH AN ACT OF SALE
THAT THE SALE SALE
PACT OF THE SALE
PACT OF T CAFAYETTE FARISH, SCALE 1" - 100 BILEYD PROPERIES, NO. LOCATED IN SECTION 35, TIOS - R SE BEING 19.849 Ac. PLAT OF SURVEY SHOWING PROPERTY OF HOON HOON s 00° 20' 38" JULIEN 530.66' (40'R/W) LOUISIANA APRIL Z, 1984 57. ASPHALT ROAD BILLEAUD - REAUX ASS!GNS LAND CO. OR

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STATE OF LOUISIANA

PARISH OF LOQUETTE

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned,

hereinafter called GRANTOR, (whether one or more), in consideration of the sum of THIRTY-FIVE THOUSAND, TWO HUNRDED SIXTY FIVE AND NO/100 (\$35,265.00) DOLLARS, cash in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, and of the obligations hereinafter undertaken by Grantee herein, does hereby grant, bargain, sell and convey unto Corporation, authorized to do and doing business in the State of Louisiana, hereinafter called GRANTEE, a servitude or right of way along and through a strip of land TEN (10) feet in width, for the purpose of constructing, maintaining, operating, repairing, replacing and removing, in whole or in part, one line or lines of communication, consisting of buried cables, conduits and other necessary below gound appurtances as are required within a strip of land 10 feet in width under that certain tract of land situated in Lafayette Parish, State of Louisiana. The location of said strip of land is more fully shown on Plat attached and marked Exhibit "A" and is basically located parrallel and adjacent to La. Hwy. 182, St. Julian Road and U.S. Highway #90 across the following described land situated in Lafayette Parish, Louisiana, to-wit:

The right of way herein granted shall be ten (10) feet wide, as shown on the plat bearing No. Exhibit "A", a print of which is attached hereto and made a part hereof as Exhibit "A", after having been signed by the parties for identification herewith.

Said right of way and servitude is granted by GRANTOR and accepted by GRANTEE under and subject to the following convenants, stipulations and conditions:

- The rights herein granted, except during the periods of original construction and maintenance, shall be limited exclusively to said ten (10) foot strip of land and the purpose above provided. Grantee shall not have the right to use Grantor's roads located on Grantor's property except by special arrangements made with Grantor.
- Grantor reserves the right to the full use and enjoyment of said ten (10) foot strip of land included within said right of way, except as the same may be necessary for the purposes herein specifically granted, and, without limitation, Grantor particularly reserves onto itself, its agents, representatives, successors and assigns.
- (a) The right to cross under or over said line or lines of communication, hereinafter referred to as line or lines, and, to dig under said lines, provided any such crossing shall be made in accordance with standard and accepted engineering practices and in such manner as to not unreasonably interfere with the operations or maintenance of Grantee's lines.

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LAFAYETIE, LA 7055
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- (b) The right to construct railroad or spur tracks across said lines and right of way strip;
- (c) Grantor shall have the right to place along, across and over said servitude as many roads, bridges, streets, sidewalks, passage ways, electric lights and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines, and any and all other utilities as said Grantor may desire, provided, however, that if the same are placed along, as distinguished from across said easement, they shall not be placed closer than five feet to the lines of Grantee.
- (d) The right to construct and/or clear and maintain drainage ditches across said lines;
- (e) The right to conduct agricultural operations of any character over said lines, including planting, cultivation, pasturing, drainage, irrigation, and harvesting of any and all agricultural crops, and the right to conduct hunting and trapping operations and to construct, maintain and operate crayfish and fish ponds and farms;
- (f) The right to construct and maintain a fence or fences across said right of way and to include said right of way within fences; provided Grantee shall have the right to install gates with the locks thereon in said fences at points where said fences cross Grantee's right of way, for Grantee's use in obtaining ingress to and egress from and along its right of way; and
- (g) The right to construct loading ramps over said lines, it being understood that the temporary removal of such ramps may be required in the maintenance by Grantee of its line.

GRANTOR shall not be responsible for any expense necessary for the protection of the Grantee's lines in the exercise by Grantor of any of the rights specifically reserved above. Grantor shall furnish Grantee with sufficient notification prior to exercising any of these rights in order that Grantee may take such precautions as it deems necessary to protect its lines.

- 3. The rights herein granted shall not vest in or be construed to vest in Grantee any right, title or interest in or to the surface (other than the servitude herein specifically provided) or to any minerals or mineral rights in, on, under or that may be produced from the property above described, nor as requiring the consent of Grantee to any lease, grant or other contract affecting either the surface, minerals or mineral rights with respect to the above described property. It is particularly understood that Grantee's rights shall not unreasonably interfere with the exploration for or development, production or marketing of any minerals.
- 4. No permanent structures or facilities of any character other than those shown on attached sketch marked Exhibit "B" attached hereto and made part hereof, shall be constructed on said right of way strip above ground by Grantee except markers where necessary but no such installation shall unreasonably interfere with Grantor's operations.
- 5. All wooded lands shall be cleared in a good and workmanlike manner and, where particular and feasible, stumps shall be grubbed. Grantee shall remove from said property or burn on the right of way strip or bury to a depth of at least three feet as soon as practical any and all stumps, tallen trees, logg, wood and debris which may result from the exercise of its rights hereunder. If requested to do so by Grantor, Grantee shall cut and stack on Grantor's land, at the edge of the right of way and

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temporary working areas all merchantable timber which may be located on the right of way and temporary working area. Grantor shall designate and mark, before commencement of Grantee's operations, such trees as Grantor considers merchantable.

- 6. During, or as a result of, any work performed by Grantee hereunder, Grantee shall not interfere with the drainage from or across Grantor's property, and shall not obstruct or impede the use of any road or plantation headland. In order to avoid any such obstruction or impediment, Grantee shall, if requested in writing by Grantor, provide temporary bridges or other facilities in order that the use of such roads and headlands by Grantor may not be interrupted. Because of adverse consequences resulting from the impeding of drainage to Grantor's crop land, no ditch or canal shall be left obstructed overnight. If any ditch or canal is so left obstructed, as a result thereof, the drainage of the water is actually impeded, Grantor may remove such obstruction and Grantee shall be responsible for costs
- 7. Grantee shall pay to Grantor all loss and damages caused to or inflicted on Grantor which are caused by the laying, maintaining, operating or removal of said lines or in otherwise exercising the rights herein granted, including, but not by way of limitation, damages to buildings, crops, roads, fences, bridges, timber, crayfish ponds, crayfish, drainage ditches and canals and other property or improvements of any nature or kind.
- 8. If at any time Grantor is prevented from planting, cultivating or harvesting any crop on any of Grantor's property (including areas outside of said right of way strip), as a result of Grantee's operations hereunder, Grantee shall be responsible therefor to the same extent as though such crop has been destroyed. If, as a result of Grantee's said operations, such crop can be planted, cultivated or harvested, but only at the cost in excess of the normal cost thereof in the absence of such operations, Grantee shall be responsible for such excess, provided such excess chargeable to Grantee may not exceed the gross matured value of such crop. When such condition becomes apparent to Grantor, it shall so notify Grantee in the manner hereinafter provided.
- 9. Damages resulting from the destruction by Grantee of any crop of Grantor shall be considered to be the gross value of the matured crop, including any estimated loss of profit from the processing thereof. In the case of sugar cane, the damages shall be computed on the aggregate of three crop years, and there shall be assumed a yield per acre based on the average yield per acre on Grantor's farm for the two highest of the three prior crop years. It is agreed, however, that the minimum damages to be paid by Grantee for the destruction of sugar cane crops shall be the sum of One Thousand Five Hundred (\$1,500.00) Dollars per acre for plant or stubble sugar cane and Five Hundred (\$500.00) Dollars per acre for fallow land.
- 10. If in Grantor's planting, cultivating and other harvesting, operations any of Grantor's machinery becomes bogged down or stuck in the line excavation or soft-fill resulting therefrom, Grantee shall be responsible to Grantor for the loss of use of such machinery, the cost of repairs to such machinery and for any loss which may be attributable to such machinery being so rendered useless. Damages for loss of use of machinery, other than sugar cane harvesting machines, shall be computed on the basis of \$1.00 per hour of lost time for each \$1,000.00 of original cost of such machinery. Damages for loss of use of a sugar cane harvesting machine shall be computed on the basis of \$35.00 per hour of lost time. Such damages shall not be due if the bogging down of such equipment is a result of Grantor's willful negligence. In the event of such bogging down, Grantor shall exercise reasonable diligence to extricate such machinery,

DAVID S FOSTER
A PROFESSIONAL LAW CORP
BOX 52389
LAFATETTE LA 70505
LIFATETTE LA 70505

and shall do all reasonable things to minimize such loss or damages. Grantor shall notify Grantee by telegram of any such bogging down of Grantor's machinery. Notice thereof shall be sent as soon as possible after any such bogging down; provided, however, Grantor's damages shall be computed from time of such bogging down without regard to the time of sending such notice. Grantee, if it desires, may assist Grantor in the extrication of such machinery.

- 11. If, in the operations of said lines, anything escapes from said line, Grantee shall be responsible not only for damages to any existing crop, crops, fish, animals, fowl, crayfish, timber and to other property of Grantor, but shall also be responsible for the loss of all future crops, timber, and other property which may result from the soil or water being thereby rendered unfit or adversely affected. Such damage shall be claimed and paid annually during the entire period that the soil and/or water is so affected provided that the total damages paid for such damage shall never in the aggregate exceed the fee value of the land which was damaged.
 - 12. Grantee assumes all risks of and shall indemnify, defend and save Grantor harmless from and against all claims, demands, actions or suits (including costs and expenses incident thereto) for or on account of injuries to (including death of) persons or property of others, arising wholly or in part from or in connection with the laying, maintaining, operations, changes in, alterations to or removal of Grantee's lines. In the event of any suit or action brought against Grantor for or on account of any such damages, injury or death, Grantor shall timely notify Grantee, and Grantee shall appear and defend said suit or action at its cost and expense, and will pay and satisfy any judgment that may be rendered therein against Grantor, when such suit or action has been finally determined. Grantor shall not be liable for any damage or injury caused or sustained to Grantee's lines as a result of Grantor's non-negligent operation.
- 13. In crop lands, Grantee shall bury said lines to a sufficient depth so as not to interfere with the cultivation of the soil, and shall bury the top thereof to a minimum depth of 36 inches below surface level of said crop lands and a minimum depth of 30 inches below the bottom of all present ditches or canals. In timber, marsh, swamp and other areas the lines shall be located at a depth of at least 36 inches below the elevation of the surface of the ground as it exists at the time of the commencement of the construction of the line. Grantee shall place a permanent monument on each side of canals across which said line may be constructed. In the event it becomes necessary in the maintenance or improvement of the drainage of Grantor's property, for Grantor, or any subsequent owner of the fee title of the above described lands, to lower the bottom of any such drainage ditch or canal or to construct additional drainage ditches or canals traversing said line, and the line constructed by Grantee under the provisions hereof interferes with such ditches or canals, Grantee shall, at its cost, within 90 days after receiving written notice from Grantor of such interference (which notice shall state the location of any such ditch or canal and the proposed depth thereof), commence operations to eliminate the interference.
 - 14. In the construction, maintenance or removal of said line Grantee shall refill all trenches or other excavations dug in connection with such work and return all spoils thereto without delay. In such crop lands and cleared pasture lands, Grantee shall firmly pack and level, to the level of the adjoining land, the dirt in such excavations over the line, and at a later date, if required to do so by Grantor as a result of settlement below the normal surface level, shall place additional dirt therein and again pack and level the dirt placed in such excavation. In timber, swamp, marsh and other areas, Grantee shall only be required to backfill the ditch or trench in which the line is laid

DAYID S FOSTER
A PROFESSIONAL LAW COME
BOX 52369
LAFAYETTE, LA 70505
318-232-5313

with whatever excavated spoil is available at the site for backfill. Ditches and trenches will be bulkheaded where they cross Grantor's property lines.

- 15. Grantee shall repair all roads, headlands, bridges, ditches, canals an other improvements and facilities located on the above described property which may become worn, damaged or destroyed by Grantee in the laying, construction, maintenance, use, repair or removal of said line, in order that such roads, headlands, bridges, canals and other improvements and facilities shall be restored to at least as good condition as existed prior to such work.
- 16. If at any time after the original or any subsequent work by Grantee in the laying or maintaining of said line, or in other operations hereunder, and as a result thereof, any road, headland, ditch, canal, or other improvement or facility settles, caves or sloughs, or otherwise becomes out of repair, Grantee shall make the necessary repairs and restorations on receipt of written notice from Grantor, and in the absence of flood, strike, insurrection or other conditions completely beyond Grantee's control, shall commence such repair or restoration work within thirty (30) days after receipt of such notice from Grantor, and shall prosecute such work with diligence after its commencement; provided, that the commencement of such work within said thirty (30) day period, or the failure to do so because of any such conditions, shall not relieve Grantee of any damages which may be suffered by Grantor as a result of such settling, caving, sloughing, or disrepair.
- 17. If any railroad, highway, road, street, alley, canal or other similar facility is or is to be constructed across said right of way and it thereby becomes necessary to lower, raise, encase or otherwise protect Grantee's line, such encasement or other protective work shall be installed and performed by Grantee at Grantee's expense; provided that unless such other facility is being installed by Grantor or on its behalf or at its request, nothing contained in this paragraph shall preclude Grantee from making claim and from obtaining reimbursement, for the cost of such work against the party installing such facility.
- 18. Grantee shall secure all necessary authorizations and permits for the construction of said line, and the plans and specifications thereof shall be in accord with sound engineering and safety principles.
- 19. In the event Grantor's insurance rates affecting fire, extended coverages, public liability or other risk insured against are increased above normal rates due to the construction, operation or existence of the line herein authorized, or due to Grantee's otherwise exercising its rights hereunder, then Grantee will assume the payment of any such increase, but only to the extent of the difference between normal rates and such increased rate as may be the result of the installation and operation of said line.
- 20. In the event of the establishment and construction of an industrial or commercial plant on said property, and such plant, due to war conditions and the possibility of sabotage, etc., makes rules and regulations as to the entrance to such plant site, Grantee agrees that it, its officers, agents, employees and licensees, will abide by the said rules and regulations of any such plant in effect governing the entrance to such plant site.
- 21. Grantee agrees, in the laying of the line and in the maintenance work, or in the performance of other operations hereunder, in crop land, that Grantee will not perform such work in any year during the harvesting and/or planting period. This paragraph shall not apply to emergency repair work or work required by Grantor pursuant to the provisions of this agreement.

Dayid & Foster A professional Law Corp Box S7399 Lapayette, La 70505 318-232-0313

- 22. In the excavation of the line ditch through crop lands and cleared pasture lands; Grantee shall separate the top soil from the bottom soil; and in returning the soil to the ditch, Grantee shall return the bottom soil to the bottom of the ditch and the top soil to the top. In crop lands and cleared pasture lands any excess water shall be pumped from the excavated line ditch by Grantee prior to returning the soil to the ditch.
- 23. Grantee agrees that before severing or cutting fences of Grantor at each point where the same are to be severed or cut, it will staunchly crossbrace the top panels, the one immediately on either side of the point of said cut. Further, such fences as have been cut will be closed at all times except when construction work underway necessitates an opening therein.
- 24. The servitude herein granted is not exclusive. Grantor shall have the right to grant other servitudes to other persons from time to time, providing however, that the same do not interfere with Grantee's operations and rights hereunder, and, Grantors specifically reserve, but not limited to, the absolute right to grant servitudes to others to deposit, dump or place soil and similar earth-filling products on and over said land and right of way.
- 25. The obligations and restrictions imposed on Grantee hereunder are not exclusive, but are in addition to any and all obligations and restrictions which are now or may be hereafter imposed by law.
- 26. This grant is made without warranty, either expressed or implied and without any recourse whatsoever, not even for the return of the consideration paid to Grantor hereunder.
- 27. Grantee agrees to notify Grantor at the time that the line is placed into initial use, and to further notify Grantor when said use terminates.
- when said use terminates.

 It is specifically agreed that in the event the Grantee, its successors or assigns, shall fail to complete the construction within twenty-four (24) months from the date hereof of the line contemplated to be laid hereunder, or shall at any time after said line is constructed cease to use the rights herein granted for the purposes hereinabove set forth, for as long as twelve (12) consecutive months, (unless said non use is caused by Force Majure) all rights granted hereunder shall thereupon cease and revert to the Grantor herein, his heirs and assigns, but the Grantee shall have the right and the obligation (if requested by . Grantor) at Grantee's sole cost and expense to remove the subject line (subject to restoring Grantor's property in as near as condition as it was prior to the removal of the line and subject to the means and methods of construction as outlined in this agreement) at any time within six (6) months after termination of this agreement. Should Grantor fail to request Grantee to remove said line and Grantee elects not to remove said line, then in that event said line will have automatically been abandoned to Grantor and will become the sole property of Grantor without need of additional assignment.
- 28. The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any of the terms or conditions or as a waiver of any other terms and conditions, all of which shall be and remain in full force and effect, notwithstanding any such waiver.
- 29. Any notice or other communication given under or with respect to this ight of way grant by Grantor to Grantee shall be given by registered or certified mail or telegram addressed to Grantee at:

DAYD S FOSTER
A PROFESSIONAL LAW CORP
BUX 52383
LAFAYETTE, LA 70595
318-222-9313

Any such notice by Grantee to Grantor shall be given by registered or certified mail or telegram addressed to Grantor at:

P.O. Box 98 Broussard, LA 70518

- 30. It is understood that this servitude is non assignable and is further restricted to lines of communication, such as telephone lines, owned by Grantee, and other lines of any nature, such as but not limited to cable t.v. are not permitted.
- 31. Ingress and egress in and from this property is limited to the right of way only. However Grantor does grant to Grantee the reasonable right of use of existing canals on Grantor's property and the right of reasonable use of adjacent land, roads, levies and water crossings in connection with the exercise of the rights herein granted.
- 32. It is understood that prior to performing any works over or under the proposed servitude Grantor will notify Grantee in order that Grantee might have a representative present at such time the works are performed.
- 33. This servitude is granted subject to any and all existing servitudes, easements, leases, etc. of record bearing on this property and particularly to that portion included in this servitude.
- 34. This agreement may be executed in as many counterparts as may be deemed necessary and, when so executed, each counterpart shall have the same effect as if all the parties had executed the same agreement.
- 35. This agreement shall extend to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

the Grantor hereto in the presence of the undersigned competent witnesses on this the day of the undersigned competent witnesses on this the day of the undersigned competent witnesses on this the day of the undersigned competent witnesses on this the day of the undersigned competent witnesses on this the undersigned competent witnesses on this the undersigned competent witnesses on the undersigned competent witnesses of the undersigned compete

IN WITNESS WHEREOF, this instrument has been executed by the Grantee hereto in the presence of the undersigned competent witnesses on this _// day of _Cc70 BER ________, 1982, WITNESSES:

L'audia & sucet

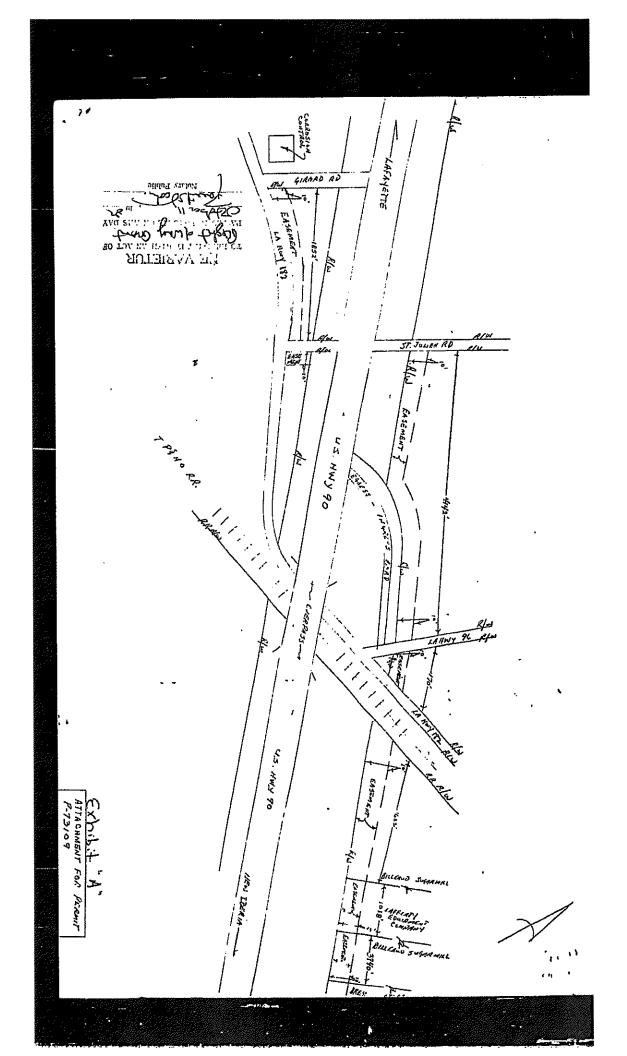
WITNESSES:

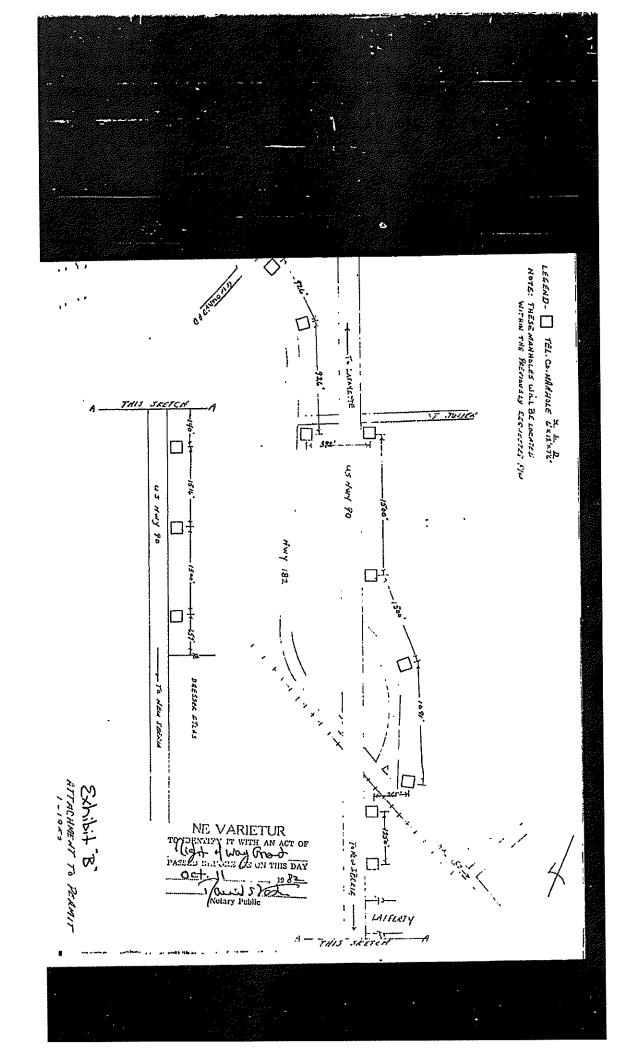
SWORN TO AND SUBSCRIBED BEORE ME this 31 day of

NOTARY PUBLIC

Auson of Sealler

DAVID S FOSTER
A PROFESSIONAL LAW CORP
SOX 52339
LAFAYETTE, LA 70503
118-272-5141





DATE
RECORDED C.O.B.
C.O.B.
PAGE
AMENDED BAGNT OF WAY GRANT

STATE LOUISIANA

PARISH OF LAFAYETTE

KNOW ALL MEN BY THESE PRESENT THAT:

BILLEAUD PLANTERS, INC., a Louisiana corporation, domiciled in Lafayette Parish, Louisiana, herein represented by Manning F. Billeaud its duly authorized President, hereinafter called Grantor and South Central Bell Telephone Company, a Delaware corporation authorized to do and doing business in the State of Louisiana, hereinafter called Grantee and represented by M. Caratty, duly authorized, did enter into that certain Right of Way Grant dated October 11, 1982, recorded in the records of Lafayette Parish, Louisiana as Entry Number 82-31479 on November 12, 1982.

By error and inadvertance, the said Right of Way Grant did not show on the first page thereof, the Grantor's name, nor did it show on its signatory page the official position of the individual executing said agreement on behalf of Grantor.

THEREFORE, the undersigned do hereby agree that the said
Right of Way Grant referred to above, shall be amended as follows:

The first paragraph on the first page of said Right of Way Grant shall be amended as follows to-wit:

"KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned, BILLEAUD PLANTERS, INC., a Louisiana corporation domiciled in Lafayette Parish, Louisiana, herein represented by Manning F. Billeaud, its President, duly authorized, hereinafter called grantor, (whether one or more), in consideration of the sum of THIRTY-FIVE THOUSAND, TWO HUNDRED SIXTY-FIVE AND NO/100 (\$35,265.00) DOLLARS, cash in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, and of the obligations hereinafter undertaken by Grantee herein, does hereby grant, bargain, sell and convey unto SOUTH CENTRAL BELL TELEPHONE CO., a Delaware corporation, authorized to do and doing business in the State of Louisiana,

DAVID S. FORTER
A PROFESSIONAL LAW CORP
BOX ASSES
LAFAYKTE, LA. 7009
316-222-2219

The right of way herein granted shall be ten (10) feet wide, as shown on the plat bearing No. Exhibit "A", a print of which is attached hereto and made a part hereof as Exhibit "A", after having been signed by the parties for identification herewith."

II.

The signatory page commencing after numerical paragraph 35 shall be amended to read as followed to-wit:

WITNESSES:

BILLEAUD PLANTERS, INC.

David S. Foster

Donna Lacombe

By: MANNING F. BILLEAUD
Manning F. Billeaud,
President

Other than the two amendments as set out above, the remainder of said Right of Way instrument shall remain as originally written.

IN WITNESS WHEREOF, this instrument is executed by the Grantor hereto in the presence of the two undersigned competent

David H. Forther

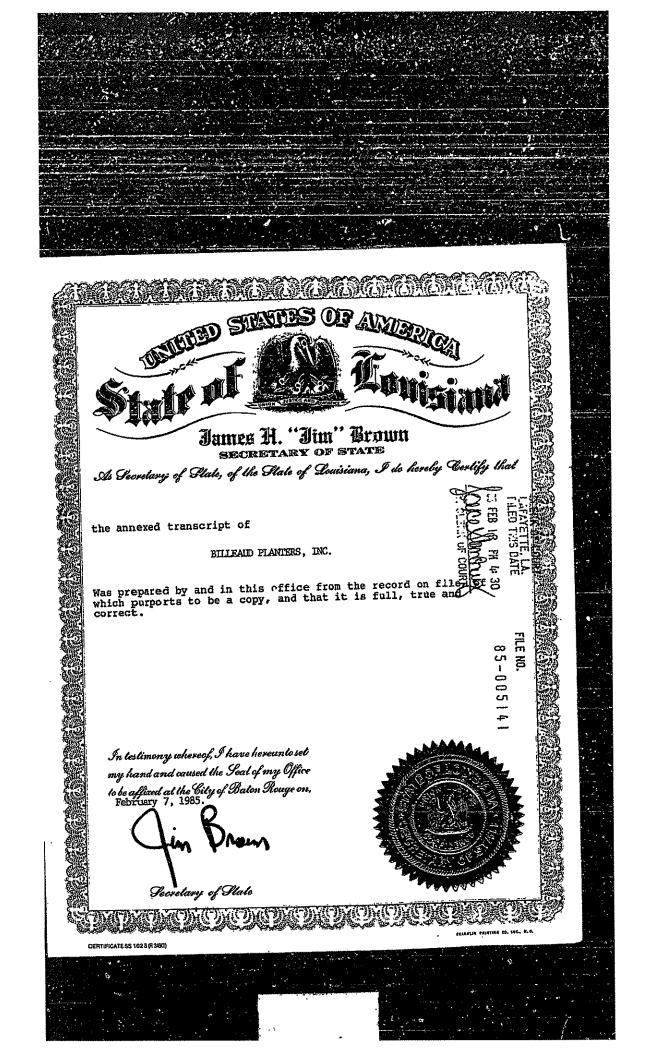
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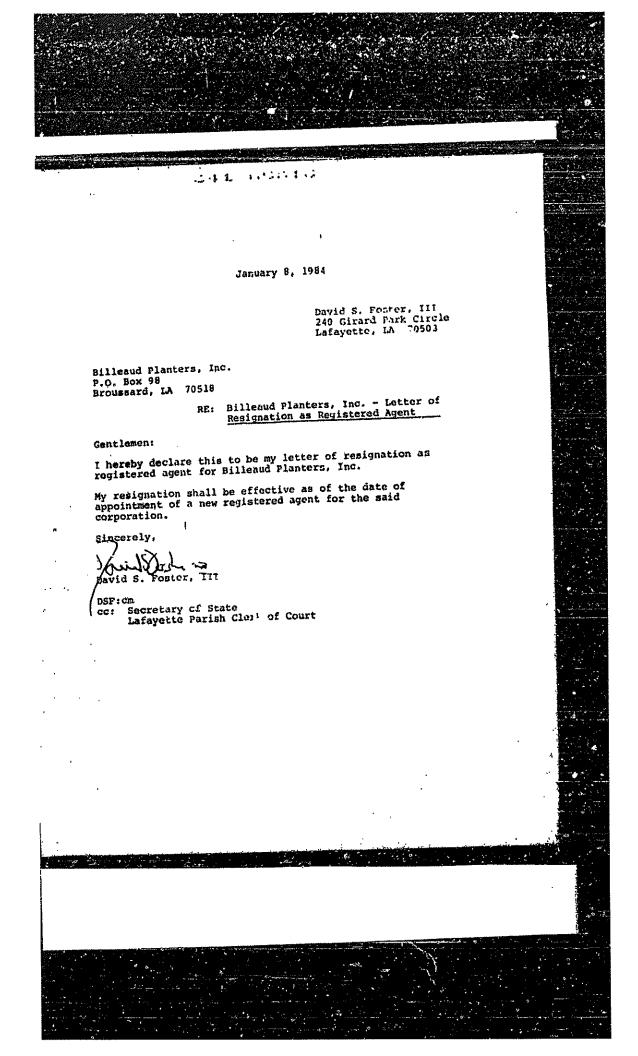
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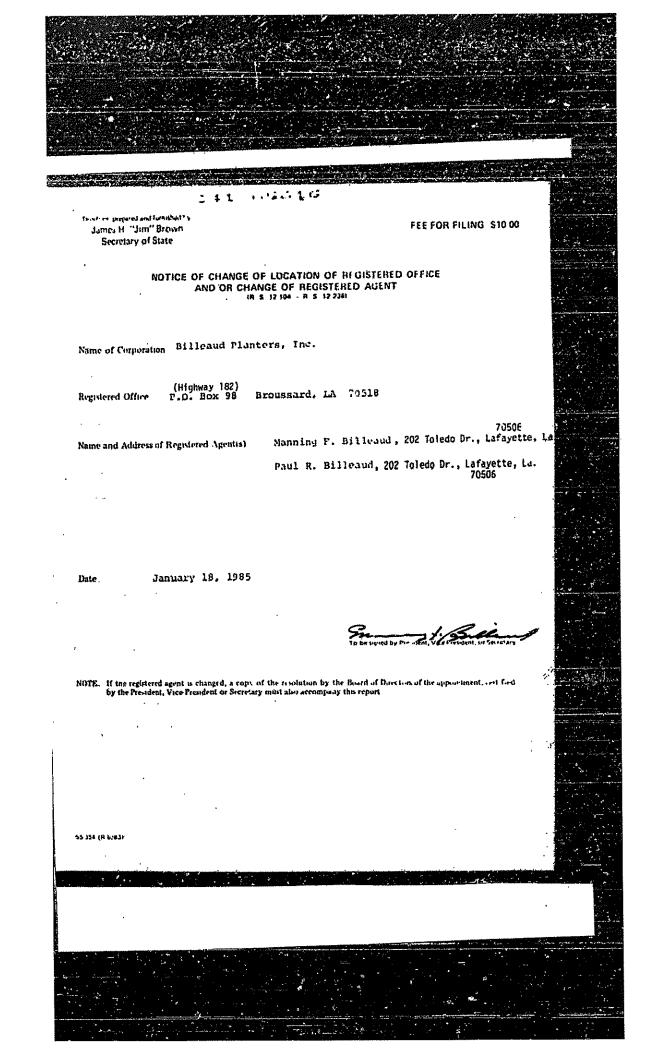
LAFAYETTE, LA. 10505

a de	at and
witnesses on this 2 day of 9	, 1983.
witnesses:	BILLEAUD PLANTERS, INC.
Dones Lugale	By: St. Billeaud,
Candice Wears) in	President
NOTARY	PUBLIC
IN WITNESS WHEREOF, this ins	trument is executed by the
Grantee hereto in the presence of	the two undersigned competent
witnesses on this 3 day of	February, 1983.
witnesses:	SOUTH CENTRAL BELL TELEPHONE CO
Leen M. Wingley	By: Con Caster 2/2/03
Russell Johnson Michaell	Sellen J
NOTARY	PUBLIC

David 4. Forter A professional Law Corp. 20x 2232 Lapaynyte, La. 7004 316-222-2313







RESOLUTION

Billeaud Planters, Inc.

The resignation of David S. Foster as registered (gent of the company was a topic of discussion at the meeting. It was agreed upon that the resignation of David S. Foster would be accepted as of the date of this meeting and that the Board appoint a new registered agent, which resulted in the following resolution:

RESOLVED, that the resignation of David S. Foster hereby be accepted and the appointment of a new registered agent be made to:

Paul R. Billeaud 202 Toledo Drive Lafayette, LA 70506

Manning F. Bille ud 202 Toledo Drive Lafayette, LA 70506

Said appointment as registered agent shall become affective as of the date of this meeting.

Lafayette, Louisiana, this 18th day of January

Manning F. Billeaud, President Billeaud Planters, Inc. Paul R. Billeaud, Secretary Billeaud Planters, Inc. FILE STATE OF COURT

FILE NO. 87-926078

LEASE

This agreement is made between Billeaud Planters, Inc.	
as Lessor, and The Lamar Corporation, as Lessee.	
Lessor hereby leases to Lamar, its successors or assigns a portion of the	
premises located at	
US 90 East approximately 7/10 of a mile north of LA 182	
•	
for outdoor advertising structures, for good and valuable consideration for a primary term of 10 years. At the expiration of the term of this lesse, o any option to renew, the lesse shall continue in force from year to year under the same terms and conditions, unless either party serves written notice of termination on the other party not less than thirty days prior to the end of such term or additional year. In counterpart to this agreement, the parties hereto agree to certain mutrights and obligations with respect to this lesse. The parties have signed this agreement on this the day of	•
June , 19 <u>87</u> .	
x James L. Plimber of	***
The Lawar Corporation, Lessee	
- telmont	
General Manager	

Lafayette Parish Recording Page

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

First VENDOR

LAMAR CORPORATION THE

First VENDEE

BILLEAUD PLANTERS INC

Index Type: Conveyances

File Number: 2007-00012290

Type of Document: Cancellation

Recording Pages:

2

Recorded Information

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

Clark of Court

On (Recorded Date): 03/22/2007

At (Recorded Time): 4:21:35:000 PM

Doc ID - 014158220002

Do not Detach this Recording Page from Original Document

Cancellation of Lease

This Cancellation of Lease is entered into on this \(\tau \) day of \(\frac{1}{2} \) \(\tau \) \(\tau \) \(\tau \) 2007, by and between Billeaud Planters, Inc. ("Lessor") and The Lamar Corporation ("Lessee"), both of whom declare as follows:

- Lessor and Lessee entered into that certain Lease dated June 19, 1987, which is recorded at File No. 87-026078, in the official records of Lafayette Parish, Louisiana (the "Lease").
- 2. The Lease has terminated and the parties desire to reflect such termination in the public records.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

- 1. Lessor and Lessee each acknowledge that the Lease has terminated in accordance with the terms of the Lease and hereby authorize and instruct the Clerk and Recorder of Lafayette Parish, Louisiana to make the appropriate notation of this Cancellation of Lease on the margin of the records where the Lease is recorded and to record and index this Cancellation of Lease in the conveyance records.
- 2. This Agreement may be executed in counterparts and all counterparts taken as a whole will constitute the entire agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Cancellation of Lease to be duly executed as of the day and year first above written.

Billeaud Planters, Inc.

The Lamar Corporation

FILE NO.

1193-3-FILE 14 87-026079

1193-3-FILE 14 87-026079

LEASE

•	· ·
' This agreement is made	botween Billeaud Planters, Inc.
as Lessor, and The Lamar Co	orporation, as Lessee.
Lessor hereby leases t	to Lomar, its successors or assigns a portion of the
premises located at	
US 90 East app	roximately 1/2 of a mile north of LA 182
* 5 * 2	
primary term of 10 ye any option to renew, the 1 the same terms and conditi termination on the other p such term or additional ye In counterpart to thi rights and obligations with The parties have sign	ls agreement, the parties hereto agree to certain mutual
	James L. Plunly Ja Leghor
mark.	The Lamar Coxporation, Lessee
	the formand
	General Hanager/

£

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FILE NO.

1 175 -3 EI 4 4 4 87 - 026081

Leabe

•	
This agreement is made betwee	n <u>Billeaud Planters, Inc.</u>
s Lessor, and The Lamar Corporati Lessor heraby leases to Lamar premises located at	on, as Lessee. ; its successors or assigns a portion of the
US 90 Fast approximately 1 I	tile north of LA 182
for outdoor advertising structures primary term of 10 years. A any option to ranew, the lease she the same terms and conditions, untermination on the other party no such term or additional year. In counterpart to this agree rights and obligations with respective to parties have signed this	s, for good and valuable consideration for a time expiration of the term of this lease, or all continue in force from year to year under less either party serves written notice of at less than thirty days prior to the end of ement, the parties hereto agree to certain mutual act to this lease. If agreement on this the Man day of the end of the end of the end of the end this lease.
• •	X James L. Polembergh
	The Lamar Corporation, Lessee

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275

Lafayette Parish Recording Page

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

First VENDOR

LAMAR CORPORATION THE

First VENDEE

BILLEAUD PLANTERS INC

index Type: Conveyances

Type of Document: Cancellation

Recording Pages:

2

Recorded Information

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

Clark of Court

File Number: 2007-00012286

On (Recorded Date): 03/22/2007

At (Recorded Time): 4:19:13:000 PM

Doc ID - 014158180002

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Cancellation of Lease

This Cancellation of Lease is entered into on this 22 day of Leavey 2007, by and between Billeaud Planters, Inc. ("Lessor") and The Lamar Corporation ("Lessee"), both of whom declare as follows:

- Lessor and Lessee entered into that certain Lease dated June 19, 1987, which is recorded at File No. 87-026081, in the official records of Lafayette Parish, Louisiana (the "Lease").
- The Lease has terminated and the parties desire to reflect such termination in the public records.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

- Lessor and Lessee each acknowledge that the Lease has terminated in accordance
 with the terms of the Lease and hereby authorize and instruct the Clerk and Recorder of
 Lafayette Parish, Louisiana to make the appropriate notation of this Cancellation of Lease on the
 margin of the records where the Lease is recorded and to record and index this Cancellation of
 Lease in the conveyance records.
- 2. This Agreement may be executed in counterparts and all counterparts taken as a whole will constitute the entire agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Cancellation of Lease to be duly executed as of the day and year first above written.

Billeaud Planters, Inc.

The Lamay Corporation

(B0427550.1)

FILE NO. 87-026082

L.P.ASK

	FEVOR
•	This agreement is made between Billeaud Planters, Inc.
es L	essor, and The Lamar Corporation, as Lessee.
	Lessor hereby leases to Lamer, its successors or assigns a portion of the
prem	isses located at
:.,	US 90 East approximately 9/10 of a mile north of IA 182
prim any the term	outdoor advertising structures, for good and valuable consideration for a nary term of 10 years. At the expiration of the term of this lesse, or option to renew, the lease shall continue in force from year to year under same terms and conditions, unless either party serves written notice of mination on the other party not less than thirty days prior to the end of a term or additional year. In counterpart to this agreement, the parties hereto agree to certain mutual hats and obligations with respect to this lease. The parties have signed this agreement on this the day of June 1987.
N. S.	The Lamar Corporation, Lessee General Hanager

278

Lafayette Parish Recording Page

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

First VENDOR

LAMAR CORPORATION THE

First VENDEE

BILLEAUD PLANTERS INC

index Type: Conveyances

File Number: 2007-00012288

Type of Document: Cancellation

2

Recording Pages:

Recorded Information

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

Clerk of Court

On (Recorded Date): 03/22/2007

At (Recorded Time): 4:20:17:000 PM

Doc ID - 014158200002

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Cancellation of Lease

This Cancellation of Lease is entered into on this 22 day of February, 2007, by and between Billeaud Planters, Inc. ("Lessor") and The Lamar Corporation ("Lessee"), both of whom declare as follows:

- 1. Lessor and Lessee entered into that certain Lease dated June 19, 1987, which is recorded at File No. 87-026082, in the official records of Lafayette Parish, Louisiana (the "Lease").
- 2. The Lease has terminated and the parties desire to reflect such termination in the public records.

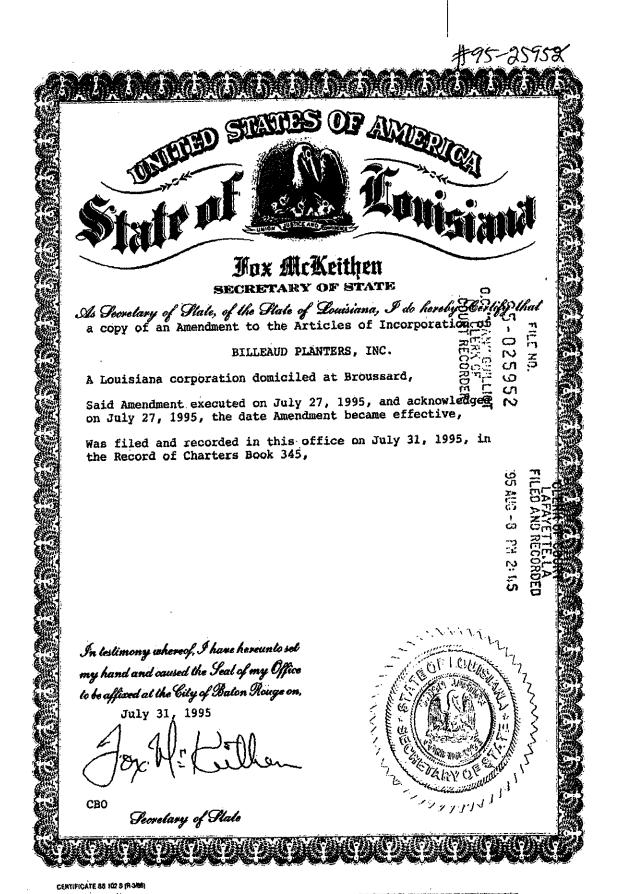
NOW, THEREFORE, the parties hereto do hereby agree as follows:

- 1. Lessor and Lessee each acknowledge that the Lease has terminated in accordance with the terms of the Lease and hereby authorize and instruct the Clerk and Recorder of Lafayette Parish, Louisiana to make the appropriate notation of this Cancellation of Lease on the margin of the records where the Lease is recorded and to record and index this Cancellation of Lease in the conveyance records.
- 2. This Agreement may be executed in counterparts and all counterparts taken as a whole will constitute the entire agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Cancellation of Lease to be duly executed as of the day and year first above written.

Billeaud Planters, Inc.

The Lamar Corporation



ARTICLES OF AMENDMENT TO CHARTER OF BILLEAUD PLANTERS, INC.

Each of the undersigned, President and Secretary, respectively, of Billeaud Planters, Inc., (the "Corporation") does hereby certify that a resolution amending the Corporation's Charter was duly adopted pursuant to Louisiana R.S. 12:31 et seq., by the affirmative vote of the holders of at least two-thirds (2/3) of the voting power of the Corporation and of each class of shares entitled to vote thereon at a meeting held on May 20, 1995.

The Charter of the Corporation was amended by said resolution as follows:

The stock transfer provisions currently contained in Article VI shall be replaced with the following provisions:

Except as hereinafter provided, no stockholder shall transfer, sell, donate, bequeath or otherwise dispose of all or any portion of his or her shares of stock in the corporation unless the stockholder desiring to transfer or otherwise dispose of such shares (the "Offering Stockholder") shall give written notice by certified mail or registered mail to the corporation (the "Original Notice") that he or she intends to transfer all or a part of his or her shares in the corporation (the "Offered Shares"). The Original Notice shall include the name and address of the proposed transferee, a description of the Offered Shares, an accurate and complete description of the price and terms upon which the transfer is to be made, and a copy of all contracts, agreements or other documents relating to the proposed transfer. The Secretary shall promptly give written notice to all the other stockholders of the corporation (the "Notice to Stockholders"), mailed to their last known addresses, of the corporation's receipt of the Original Notice and include a copy of the Original Notice and related information with the Notice to Stockholders. Any stockholder interested in purchasing the Offered Shares at the price designated in the Original Notice or at a higher price must notify the Secretary in writing of his of her desire outstand price must notify the Secretary III writing of his office desired to purchase the Offered Shares (including the purchase the including the purchase the offered) within fifteen (15) days after the date of the office of the offi At the expiration of the fifteen (15) had a this office. period, the Offering Stockholder shall then have five (5) days within which to accept the offer of any stockholder

-1-

Fox McKeithen Secretary of State

JUL 31 '95

stockholders of his or her choice who have timely notified the Secretary of their desire to purchase the Offered Shares, for the price offered in his or her notice to the Secretary. In the event the Offering Stockholder should fail or refuse within such five (5) day period to accept the offer of one or more of such interested stockholders, the stockholder offering the single highest price shall have the exclusive right to purchase the Offered Shares; or if the highest price is offered by two or more stockholders, then the Secretary shall select, by a random drawing held in the presence of at least three (3) members of the Board of Directors, one of such stockholders, who shall then have the exclusive right to purchase the Offered Shares at the price offered by him or her. In the event that no stockholder timely files a notice of his or her desire to purchase the Offered Shares in the manner provided above, then the corporation shall have the right, but not the obligation, to purchase the Offered Shares within thirty (30) days after the date of the Notice to Stockholders at the price stipulated in the Original Notice. If a stockholder or the corporation does not exercise its right to purchase the Offered Shares in the manner stated above and purchase the Offered Shares within thirty (30) days after the date of Notice to Stockholders, then, and only then, the Offered Shares may be sold by the Offering Stockholder to the transferee named in the Original Notice for the consideration stated in the Original Notice or more, within ninety (90) days after the date If such sale is not of the Notice to Stockholders. consummated within such ninety (90) day period, the provisions of this Article VI will again apply to such Offered Shares as if the Original Notice had not been sent hereunder.

A stockholder may, without complying with the foregoing restrictions:

(a) Transfer, sell, donate, bequeath or otherwise dispose of all or any portion of his or her shares of stock in the corporation to a family member or to any person who, at the time of the transfer or other disposition, is a stockholder in the corporation. A "family member" as used in this paragraph means, and is limited to, the stockholder's spouse and the stockholder's descendants, ascendants and collaterals, by blood or by adoption, or a trust established for the sole benefit of one of more of such individuals.

Offer to sell all of his or her shares of (b) stock in the corporation to the corporation for a purchase price equal to the book value of such stock determined in accordance with generally accepted accounting principles as of the end of the immediately preceding fiscal year of the corporation (the "Determination Date") by the certified public accountant then employed by the corporation. All such offers shall be communicated by the offering stockholder to the corporation in writing by certified or registered mail. For a period of forty-five (45) days after receipt of any such offer, the corporation shall have the exclusive right, but not the obligation, to purchase the shares so offered. The decision to accept or reject any offer made by a stockholder to sell his or her shares of stock at book value as provided herein shall be made by the Board of Directors at a special meeting duly called and noticed for such purpose. If the Board of Directors elects to accept any such offer, the purchase of the shares shall be consummated within sixty (60) days after the corporation's receipt of such offer. At the closing, the selling stockholder shall execute such written agreements, as the Board of Directors may reasonably require, acknowledging that no representations or warranties have been made by the Board of Directors as to the fair market value of the shares; that the purchase price for the shares is based strictly upon their book value as provided herein; and that the purchase price does not necessarily reflect the fair market value of any of the assets of the corporation or any changes in the corporation's financial condition between the Determination Date and the date the offer is accepted.

A stockholder may pledge, grant a security interest in, or otherwise secure any type of debt or obligation with shares of his or her stock in the corporation; but in the event of default in the payment or discharge of the debt or obligation so secured, the owner or secured party may only transfer such shares in the manner provided in this Article VI or at public sale to the highest bidder after due publication of notice of such sale has been made in accordance with applicable law and the corporation has received at least thirty (30) days prior written notice of such sale.

Any attempted transfer or other disposition of any shares of stock in the corporation that is not in accordance with the terms of this Article VI shall be null and void and shall not be recognized by the corporation nor shall it be reflected on the corporation's books.

Dated: July 27, 1995.

BILLEAUD PLANTERS, INC.

James L. Plumley, Jr.

President

Paul R. Billeaud

Secretary

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this 2T day of Juy 1995, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the Parish and State aforesaid, personally came and appeared JAMES L. PLUMLEY, JR., and PAUL R. BILLEAUD, to me known to be the identical persons who executed the above and foregoing Articles of Amendment, who declared and acknowledged to me Notary, in the presence of the undersigned competent witnesses, that they executed the above and foregoing Articles of Amendment of their own free will, as their own act and deed, for the uses, purposes and benefits therein expressed.

WITNESSES:

-5-

PUBLIC

OF THE BOARD OF DIRECTORS OF BILLEAUD PLANTERS, INC.

An annual meeting, pursuant to notice, of the shareholders of BILLEAUD PLANTERS, INC., (the "Corporation") was held at The Ramada Inn, 2501 S.E. Evangeline Thruway, Lafayette, Louisiana, on May 20, 1995, after due notice thereof was mailed to each stockholder according to law, which notice contained a provision that an amendment to the Charter of the Corporation would be considered so as to amend the applicable Charter provisions restricting the transfer of stock.

At said meeting sufficient stockholders were present in person or by proxy to form a quorum, and Manning F. Billeaud, Chairman of the Board, presided over the meeting.

The Chairman stated that pursuant to notice to the shareholders, the shareholders should now consider the advisability of amending Article VI of the Charter concerning restrictions on stock transfers and, upon motion duly made and seconded, the following resolution was adopted:

RESOLVED, that the stock transfer provisions currently contained in Article VI be replaced with the following provisions:

Except as hereinafter provided, no stockholder shall transfer, sell, donate, bequeath or otherwise dispose of all or any portion of his or her shares of stock in the corporation unless the stockholder desiring to transfer or otherwise dispose of such shares (the "Offering Stockholder") shall give written notice by certified mail or registered mail to the corporation (the "Original Notice") that he or she intends to transfer all or a part of his or her shares in the corporation

(the "Offered Shares"). The Original Notice shall include the name and address of the proposed transferee, a description of the Offered Shares, an accurate and complete description of the price and terms upon which the transfer is to be made, and a copy of all contracts, agreements or other documents relating to the proposed transfer. The Secretary shall promptly give written notice to all the other stockholders of the corporation (the "Notice to Stockholders"), mailed to their last known addresses, of the corporation's receipt of the Original Notice and include a copy of the Original Notice and related information with the Notice to Stockholders. Any stockholder interested in purchasing the Offered Shares at the price designated in the Original Notice or at a higher price must notify the Secretary in writing of his or her desire to purchase the Offered Shares (including the purchase price offered) within fifteen (15) days after the date of the Notice to At the expiration of the lifteen (15) day Stockholders. period, the Offering Stockholder shall then have five (5) days within which to accept the offer of any stockholder or stockholders of his or her choice who have timely notified the Secretary of their desire to purchase the Offered Shares, for the price offered in his or her notice to the Secretary. In the event the Offering Stockholder should fail or refuse within such five (5) day period to accept the offer of one or more of such interested stockholders, the stockholder offering the single highest price shall have the exclusive right to purchase the Offered Shares; or if the highest price is offered by two or more stockholders, then the Secretary shall select, by a random drawing held in the presence of at least three (3) members of the Board of Directors, one of such stockholders. who shall then have the exclusive right to purchase the Offered Shares at the price offered by him or her. In the event that no stockholder timely files a notice of his or her desire to purchase the Offered Shares in the manner provided above, then the corporation shall have the right, but not the obligation, to purchase the Offered Shares within thirty (30) days after the date of the Notice to Stockholders at the price stipulated in the Original Notice. If a stockholder or the corporation does not exercise its right to purchase the Offered Shares in the manner stated above and purchase the Offered Shares within thirty (30) days after the date of Notice to Stockholders, then, and only then, the Offered Shares may be sold by the Offering Stockholder to the transferee named

in the Original Notice for the consideration stated in the Original Notice or more, within ninety (90) days after the date of the Notice to Stockholders. If such sale is not consummated within such ninety (90) day period, the provisions of this Article VI will again apply to such Offered Shares as if the Original Notice had not been sent hereunder.

A stockholder may, without complying with the foregoing restrictions:

- (a) Transfer, sell, donate, bequeath or otherwise dispose of all or any portion of his or her shares of stock in the corporation to a family member or to any person who, at the time of the transfer or other disposition, is a stockholder in the corporation. A "family member" as used in this paragraph means, and is limited to, the stockholder's spouse and the stockholder's descendants, ascendants and collaterals, by blood or by adoption, or a trust established for the sole benefit of one of more of such individuals.
- Offer to sell all of his or her shares of (b) stock in the corporation to the corporation for a purchase price equal to the book value of such stock determined in accordance with generally accepted accounting principles as of the end of the immediately preceding fiscal year of the corporation (the "Determination Date") by the certified public accountant then employed by the corporation. All such offers shall be communicated by offering stockholder to the the corporation in writing by certified or registered mail. For a period of forty-five (45) days after receipt of any such offer, the corporation shall have the exclusive right, but not the obligation, to purchase the shares so offered. The decision to accept or reject any offer made by a

1-3000

stockholder to sell his or her shares of stock at book value as provided herein shall be made by the Board of Directors at a special meeting duly called and noticed for such purpose. If the Board of Directors elects to accept any such offer, the purchase of the shares shall be consummated within sixty (60) days after the corporation's receipt of such offer. At the closing, the selling stockholder shall execute such written agreements, as the Board of Directors may reasonably require, acknowledging that no representations or warranties have been made by the Board of Directors as to the fair market value of the shares; that the purchase price for the shares is based strictly upon their book value as provided herein; and that the purchase price does not necessarily reflect the fair market value of any of the assets of the corporation or any changes in the corporation's financial condition between the Determination Date and the date the offer is accepted.

A stockholder may pledge, grant a security interest in, or otherwise secure any type of debt or obligation with shares of his or her stock in the corporation; but in the event of default in the payment or discharge of the debt or obligation so secured, the owner or secured party may only transfer such shares in the manner provided in this Article VI or at public sale to the highest bidder after due publication of notice of such sale has been made in accordance with applicable law and the corporation has received at least thirty (30) days prior written notice of such sale.

Any attempted transfer or other disposition of any shares of stock in the corporation that is not in accordance with the terms of this Article VI shall be null and void and shall not be recognized by the corporation nor shall it be reflected on the corporation's books.

After further discussion, the shareholders then, upon motion duly made and seconded, adopted the following resolution:

RESOLVED, that the President, James L. Plumley, Jr., and the Secretary, Paul R. Billeaud, respectively, of the Corporation, be and they are hereby authorized to appear before any competent Notary Public in and for the Parish of Lafayette, Louisiana, to execute and sign an authentic act to carry into effect the object of the above resolution in accordance with the provisions of the law.

There being no further business to come before the meeting, on motion duly seconded and unanimously carried, the meeting duly adjourned.

CERTIFICATE

I, the undersigned Secretary of the Stockholders' Meeting of Billeaud Planters, Inc., held on May 20, 1995, hereby certify that the above and foregoing is a copy of an excerpt of the minutes of the meeting of the shareholders held on that date, at which more than two-thirds (2/3) of the stockholders voted for the amendment of the Charter as set out therein.

IN TESTIMONY WHEREOF, I have hereunto affixed by signature as Secretary of the Stockholders' Meeting on this 21th day of July, 1995.

Paul Bliad

A417-12168)

STATE OF LOUISIANA

PARISH OF LAFAYEVIE 2 1 5 3

O.C. COURT RECOLDER

Fine Laftwelle City Parish Consolidated Government

Lafayette, Louisiana
7 - Drainage Servitade - Form 18

Project: L-3A OF W-15 Name: Billeaud Planters, Inc.

WHEREAS, the Lafayotte City-Parish Consolidated Government, hereinafter referred to as GRANTEE, desires to construct a drainage improvement; and

WHEREAS, there is existing on the property of the hereinabove identified property owner, hereinafter referred to as the GRANTOR, a drainage ditch that is presently experiencing crossion to the extent that property and improvements are being threatened; and

WHEREAS, it is necessary for the GRANTEE to obtain permission of ingress and egress from the said GRANTOR in order to accomplish this needed drainage improvement work; and

NOW, THEREFORE, for and in consideration of the mutual benefits to the GRANTEE and the GRANTOR, to be derived from this drainage improvement, the undersigned GRANTOR hereby grants unto the GRANTEE the necessary servitude and right-of-way for the construction, improvements and maintenance of existing drainage facilities on <u>L-3A of W-15</u>, through and across my property in: Sections <u>35</u>, Township 11. South; Range <u>5</u> East, in Lafayette Parish, Louisiana, as shown on drawing File No. <u>LA262</u>, dated <u>January 8</u>, 1995. facility.

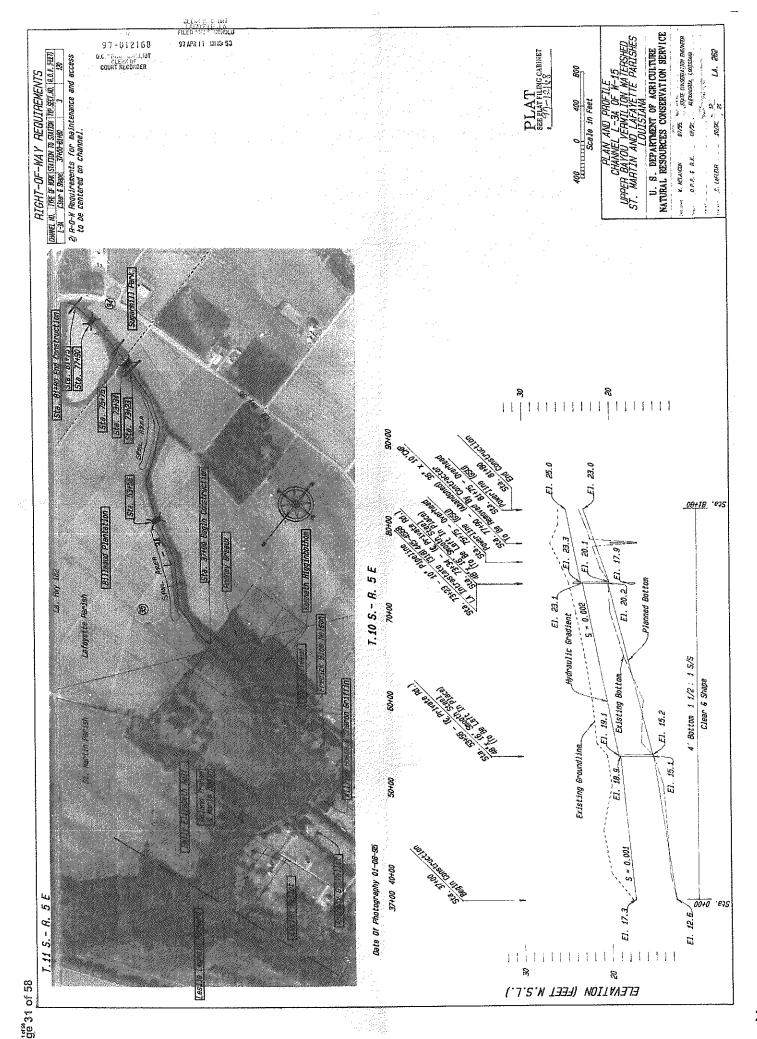
IT IS FURTHER AGREED AND UNDERSTOOD THAT:

- GRANTOR gives permission for removal of all improvements, trees, shrubbery, and underbrush in the servitude(s) that would hinder the accomplishment of the said drainage improvement.
- (2) In consideration of this permission, the GRANTEE shall:
 - a. Fill and grade the affected areas within the servitudes granted.
 - b. Keep the removal and/or damage to trees within the spoil servitude area to a minimum, if granted.
 - c. Other: The servitude granted will be as follows:
 - (C-i) A 40 foot permanent drainage servitude (20' on each side of centerline of channel)
 - (C-2) A 40 foot permanent access servitude (20' from top bank on each side of channel)
 - (C-3) A 20 foot temporary construction servitude in addition to the permanent access servitude (10' on each side of channel). This servitude will automatically terminate immediately upon completion of the project.
 - (C-4) In addition, a temporary spoil servitude will be granted in areas indicated on the attached aerial map. Said areas to total approximately 80,008 square feet. This servitude will automatically terminate immediately upon completion of the project.
 - (C-5) Call Ray Girouard at 278-0687 (truck phone) or 837-1586 (home phone) before burning burying, or spreading any spoil.



THUS DONE AND SIGNED in the Parish of Lafayette, Louisiana, this 10,14 day of HPRIL , 1997, in the presence of the undersigned competent witnesses, who sign with appearers and after due reading of the whole. GRANTOR: **BILLEAUD PLANTERS, INC** LAFAYETTE CITY-PARISH CONSOLIDATED GOYERNMENT ACKNOWLEDGMENT STATE OF LOUISIANA PARISH OF LAFAYETTE BEFORE ME appeared <u>ALLEN P. BEGNAUD</u>, who after being sworn, deposed that he witnessed all signatures to the foregoing instrument and knows that the parties executed same of their own free will and for the purpose stated in his presence and in the presence of the other named witnesses. WITNESSES: PUBLIC

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RIGHT OF WAY, EASEMENT AND SERVITUDE AGREEMERTERK OF COURT

FILE NO

FILED AND RECORDED

STATE OF LOUISIANA

99-034274

99 AUG 16 AM 11: 27

PARISH OF LAFAYETTE

KNOW ALL MEN BY THESE PRESENTS:

COURT RECORDER

THAT, BILLEAUD PLANTERS, INC., a Louisiana Corporation, domiciled in Lafayette Parish, Louisiana, represented herein by JAMES L. PLUMLEY, JR., its duly authorized President, whose mailing address for the purpose of this agreement is P.O. Box 98, Broussard, Louisiana 70518 (hereinafter referred to as GRANTOR) for and in consideration of the sum of TEN AND NO/00 DOLLARS (\$10.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto QWEST COMMUNICATIONS CORPORATION, a Delaware Corporation, whose mailing address is 555 17th Street, 12th Floor, Denver, Colorado 80201, (hereinafter referred to as GRANTEE), its successors and assigns, a perpetual right of way, easement and servitude ten feet (10') in width along a route located within the right of way of the railroad as depicted in Exhibit "A" hereto (the location of the conduit(s), as constructed, to evidence the centerline of such easement) to construct, maintain, operate, inspect, repair, alter, replace, relocate, change the size of and remove such communications and other facilities from time to time as Grantee may require, including but not limited to multiple conduits and cables, handholes, markers, and related improvements, utilities and appurtenances and such other equipment as deemed necessary or useful by the GRANTEE in the construction, operation, and maintenance thereof, upon, over, through, and under lands situated in LAFAYETTE Parish, LOUISIANA, more particularly described as follows:

A certain tract or parcel of land located in SECTION(S) 34 and 35 of TOWNSHIP 10 SOUTH, RANGE 5 EAST and SECTION 2, of TOWNSHIP 11 SOUTH, RANGE 5 EAST containing 2.50 gross acres more or less, and being more particularly described in Book DS, Page 270, Entry 51115 and Book GI5, Page 148, Entry 170800 of the records of the Clerk of Court of LAFAYETTE Parish, LOUISIANA, INSOFAR AND ONLY INSOFAR as said tract of land falls within the confines of the Railroad Right of Way.

During the time of construction, repairing, alteration, replacement, and removal of conduits and facilities thereto, GRANTEE shall have the right to use an additional twenty feet (20") in width along and parallel with the herein described right of way and easement. During the exercising of the rights herein granted GRANTEE shall have right to use additional work space of 100 feet x 200 feet along the easement area at crossing of roads, railroads, streams, or uneven terrain.

GRANTEE shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limiting same, to the free and full right of ingress and egress over and across said lands to and from said right of way and easement, and the right from time to time to cut and remove all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the rights of GRANTEE.

The consideration recited above includes full and complete payment for any and all damages which the GRANTOR may have sustained or may sustain as a result of any or all operations involved in or related to the construction of the above described conduits, cables and other facilities and appurtenances and GRANTOR does hereby release and relieve GRANTEE from any and all responsibilities and liabilities therefor.

GRANTOR hereby binds GRANTOR and GRANTOR'S heirs, executors, administrators, successors and assigns, to warrant and forever defend said right of way and easement and rights appurtenant thereto unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim, the same or any part

This Agreement constitutes the entire agreement between the parties hereto. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, devisees, legal representative, successors, and assigns of the parties hereto. GRANTEE'S rights hereunder may be assigned in whole or in part to one or more assignees. This instrument may be executed in any number of counterparts, none of which needs to be executed by all parties, and shall be binding upon each party who executes such a counterpart with the same force and effect as if all had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands herein described.

IN TESTIMONY WHEREOF, this instrument is executed and delivered on this day, January 14, 1999, in the presence of the undersigned legal and competent witnesses.

GRANTOR:

BILL FALID PLANTERS, INC

BY: JAMES L. PLUMLEY, PRESIDENT Tax ID# 72-0424120

CORPORATE ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH/COUNTY OF LAFAYETTE

ON THIS /// day of January, 1999, before me appeared JAMES L. PLUMLEY, JR., to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of BILLEAUD PLANTERS, INC and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said JAMES L. PLUMLEY, JR. acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My Commission Expires: Lifetime

Lafayette Parish State of Louisiana

RESOLUTION

meeting was held by the Board of Directors of BILLEAUD PLANTERS, INC., a Louisiana corporation, domiciled in Broussard, Louisiana, that JAMES L. PLUMLEY, JR., as President of this corporation, be and he is hereby authorized, empowered, and directed to execute for, in the name of and on behalf of this corporation, a Right of Way, Easement, and Servitude Agreement unto QWEST COMMUNICATIONS CORPORATION on such terms and conditions as he shall see fit and proper.

BE IT FURTHER RESOLVED, that the said JAMES L. PLUMBEY, JR. be, and he is hereby fully authorized to do any and all things to execute any and all instruments necessary to carry out the purposes and intents of this resolution.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

PLANTERS, INC., A Louisiana Corporation organized and existing under the laws of the State of Louisiana, do hereby certify that the above and foregoing is a true, correct and complete copy of a resolution, which is still is full force and effect, as recorded in the records of said corporation, that was passed and adopted at a meeting of the Board of Directors of said corporation which was duly called and held at 3/00 o'clock p.m. on the 17th day of Directors of said meeting had been given to each director, and at which meeting a quorum of all members were present and said resolution was unanimously adopted and same has not been rescinded or revoked.

I further certify that I am the keeper of the paper, books, entries, records and seal of this corporation and duly authorize to make this certificate.

IN TESTIMONY WHEREOF, I have hereunto set my hand officially and affix the corporate seal of said corporation on this 141 day of JANUARY, 1999.

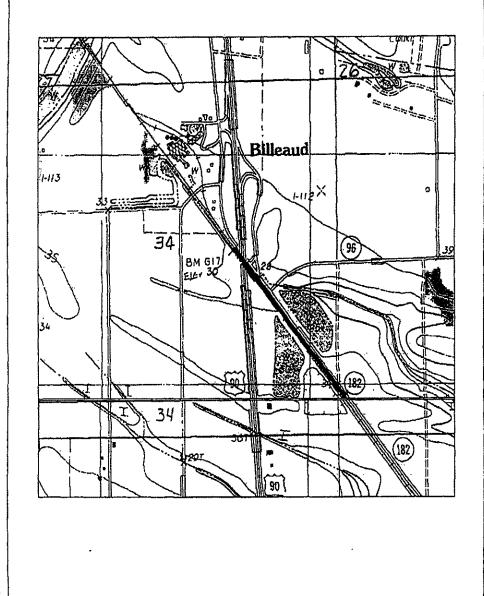
BILLEAUD PLANTERS, INC.

EXHIBIT "A"

attached to and made a part of that certain Right of Way, Easement and Servitude					
Agreement	dated <u>AOMU</u>	any 14,1999 by and between			
	Billea	ud Planters, Inc			
as GRANTOR and QWEST COMMUNICATIONS CORPORATION, as GRANTEE.					
Parish	LAFAYETTE	StateLOUISIANA			
Township	10 South	Range 5 East Section(s) 34, 35			

Easement Length 2730' ... (Outlined In Red)

Scale 1" = 1000'



r. 123

Exhibit B

Indemnification/Hold Harmless

Grantee hereby agrees to and does hold harmless, defend and indemnify Grantor from and against any and all claims, liability, loss, damages or causes of action for or on account of property damage of every character or injury to or death of a person or persons resulting from or arising out of any operations conducted or caused to be conducted by it in connection with any of Grantee's operations on the premises.

RIGHT OF WAY, RASHOUT AND SERVITUDE AGRESMENT

STATE OF LOUISIANA

FILE NO

CLERK OF COURT LAFAYETTE LA FILED AND RECORDED

PARISH OF LAPAYETTE

99-034364 ANN L. ARDOIN

99 AUG 16 AM 11:39

KNOW ALL MEN BY THESE PRESENTS:

CLERK OF THAT, the undersigned parties, whose mailing laddess the purposes of this agreement is P.O. BOX 98, BROUSSARD, LA 70518 (hereinafter referred to as GRANTOR) (whether one or more) for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto CMEST COMMUNICATIONS CORPORATION, a Delaware Corporation, whose mailing address is 555 17th Street, 12th Floor, Denver, Colorado 80201, (hereinafter referred to as GRANTEE), its successors and assigns, a perpetual right of way, easement and servitude ten feet (10') in width along a route located within the right of way of the railroad as depicted in Exhibit "A" hereto (the location of the conduit(s). as constructed, to evidence the centerline of such easement) to construct, maintain, operate, inspect, repair, alter, replace, relocate, change the size of and remove such communications and other facilities from time to time as Grantee may require, including but not limited to multiple conduits and cables, handholes, markers, and related improvements, utilities and appurtenances and such other equipment as deemed necessary or useful by the GRANTEE in the construction, operation, and maintenance thereof, upon, over through, and under lands situated in LAFAYETTE Parish, LOUISIANA, more particularly described as follows:

A certain tract or parcel of land located in SECTION 34, 35 of TOWNSHIP 105, RANGE 5E, and SECTION 2, of TOWNSHIP 115, RANGE 5E, containing 675.29 gross acres, more or less, and being more particularly described in Book G-15 , Page 148 under Entry No. 170800 of the records of the Clerk of Court of LAFAYETTE Parish, LA, including all interest of Grantor within the confines of the adjacent railroad right-of-way.

During the time of construction, repairing, alteration, replacement, and removal of said conduits and facilities thereto, GRANTEE shall have the right to use an additional space of twenty feet (20') in width along and parallel with the herein described right of way and easement. During the exercising of the rights herein granted GRANTEE shall have the right to use additional work space of 100 feet x 200 feet along the easement area at the crossing of roads, railroads, streams, or uneven terrain.

GRANTEE shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limiting same, to the free and full right of ingress and egress over and across said lands to and from said right of way and easement, and the right from time to time to cut and remove all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the rights

The consideration recited above includes full and complete payment for any and all damages which the GRANTOR may have sustained or may sustain as a result of any or all operations involved in or related to the construction of the above described conduits, cables and other facilities and appurtenances and GRANTOR does hereby release and relieve GRANTEE from any and all responsibilities and liabilities therefor.

GRANTOR hereby binds GRANTOR and GRANTOR'S heirs, executors, administrators, successors and assigns, to warrant and forever defend said right of way and easement and rights appurtenant thereto unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim, the same or any part thereof.

This Agreement constitutes the entire agreement between the parties hereto. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, devisees, legal representative, successors, and assigns of the parties hereto. GRANTEE'S rights hereunder may be assigned in whole or in part to one or more assignees. This instrument may be executed in any number of counterparts, none of which needs to be executed by all parties, and shall be binding upon each party who executes such a counterpart with the same force and effect as if all had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands herein described.

IN TESTIMONY WHEREOF, this instrument is executed and delivered on this day, May 19, 1999, in the presence of the undersigned legal and competent witnesses.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

WITNESSES

GRANTOR:

BILLEAUD PLANTERS, INC.

JAMES L. PLUNLEY, JR. President

A ID No. / SS No.: 72-0421120

RESOLUTION

BE IT RESOLVED, on the 17 day of December. 1998, a meeting was held by the Board of Directors of BILLEAUD PLANTERS, INC., a Louisiana corporation, domiciled in Broussard, Louisiana, that JAMES L. PLUMLEY, JR., as President of this corporation, be and he is hereby authorized, empowered, and directed to execute for, in the name of and on behalf of this corporation, a Right of Way, Easement, and Servitude Agreement unto QWEST COMMUNICATIONS CORPORATION on such terms and conditions as he shall see fit and proper.

BE IT FURTHER RESOLVED, that the said JAMES L. PLUMBEY, JR. be, and he is hereby fully authorized to do any and all things to execute any and all instruments necessary to carry out the purposes and intents of this resolution.

STATE OF LOUISIANA

PARISH OF LAFAYETTE

I, PAUL R. BILLEAUD Sceretary of BILLEAUD PLANTERS, INC., A Louisiana Corporation organized and existing under the laws of the State of Louisiana, do hereby certify that the above and foregoing is a true, correct and complete copy of a resolution, which is still is full force and effect, as recorded in the records of said corporation, that was passed and adopted at a meeting of the Board of Directors of said corporation which was duly called and held at 2:00 o'clock 0 m. on the 170 day of 06cc 060 M. 1998 after due notice of the time, place and purpose of said meeting had been given to each director, and at which meeting a quorum of all members were present and said resolution was unanimously adopted and same has not been rescinded or revoked.

I further certify that I am the keeper of the paper, books, entries, records and seal of this corporation and duly authorize to make this certificate.

IN TESTIMONY WHEREOF, I have hereunto set my hand officially and affix the corporate seal of said corporation on this <u>75</u> day of <u>MAY</u>, 1999.

BILLEAUD PLANTERS, INC.

BY. Paul Bollian

ITS: SECRETARY

CORPORATE ACKNOWLEGEMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ON THIS 14 day of 1999, before me appeared JAMES L. PLUMLEY, JR., to me personally known, who, being by me duly sworn, did say that he is the President of BILLEAUD PLANTERS, INC. and that said instrument was signed in behalf of said corporation by authority of it's Board of Directors and said JAMES L. PLUMLEY, JR. acknowledged said instrument to be the free act and deed, of said corporation.

Menis Butter Notary Public

My Commission Expires at death Acting in the Parish of Lafayette State of Louisiana

EXHIBIT "A"

attached to and made a part of that certain Right of Way, Easement and Servitude Agreement dated _____May 19,.1999 by and between BILLEAUD PLANTERS, INC. as GRANTOR and QWEST COMMUNICATIONS CORPORATION, as GRANTEE.

LOUISIANA Parish LAFAYETTE/ST MARTIN State

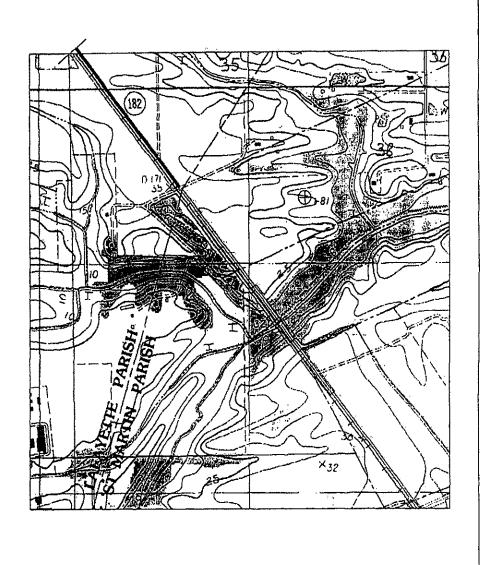
11 South Range 5 East Township 5 East 10 South

Section(s)

(2) 38, 39, 40

Easement Length ____2685' ____ (Outlined In Red)

1" = 1000'



FILE NO.

CLEAR OF COURT FULL STATE LA FULL STATE COURT

SERVITUDE AND RIGHT OF WAY AGREEMENT US -8 PH 12: 07

CLEPK OF CUPT RECORDER

STATE OF LOUISIANA

PARISH OF LAFAYETTE

KNOW ALL MEN BY THESE PRESENTS: That BILLEAUD PLANTERS,

INC., whose present mailing address is P.O. Box 98, Broussard, Louisiana 70518, herein represented by James Plumley Jr., its President, who is duly authorized to act hereto by virtue of a Resolution of the Board of Directors, a copy of which is attached hereto and made a part hereof, (hereinafter referred to as "GRANTOR" in the masculine singular, whether one or more), for and in consideration of the sum of One Hundred Dollars and Other Valuable Consideration (\$100.00 and OVC), cash in hand paid, the receipt and adequacy of all of which is hereby acknowledged and full acquittance granted therefor, does hereby grant, convey and deliver unto, ENTERPRISE LOU-TEX NGL PIPELINE L.P., a Texas Limited Partnership (hereinafter referred to as "ENTERPRISE"), P.O. Box 4324, Houston, TX 77210-4324, its successors and assigns, (hereinafter referred to as "ENTERPRISE"), a right of way, easement and servitude, with the right, privilege and authority to lay, construct, maintain, operate, use, repair, remove, and replace, in whole or in part, one pipeline and any appurtenances incident thereto (including, though not by way of limitation, pipeline markers and cathodic protection equipment), for the transportation of natural gas liquids oil, gas, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, upon, over, under, in and across the following described property situated in the Parish of Lafayette, State of Louisiana, to-wit:

SEE EXHIBIT "A" FOR PROPERTY DESCRIPTION AND EXHIBIT "B" FOR DETAILED PLAT OF RIGHT OF WAY ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD said right of way, easement and servitude unto ENTERPRISE, its successors and assigns, so long as such pipelines and facilities are maintained by ENTERPRISE. ENTERPRISE shall have the right of ingress to and egress from said right of way for the purposes aforesaid. GRANTOR shall have the right to fully use and enjoy the above described premises; provided, however, that the use by GRANTOR shall not interfere with the rights herein granted to ENTERPRISE, and provided, further, that GRANTOR shall not nor shall he permit his agents, employees or lessees to build, create or construct any obstruction, engineering work or other structure over the entire width of said permanent pipeline right of way.

The width of the permanent right of way shall be twenty feet (20') in width or thirty (30') feet in width as noted in Exhibit "B". ENTERPRISE shall also have the right to use an additional strip of land forty (40') feet or fifty feet (50') in width as noted in Exhibit "B" along and adjacent to the permanent right of way herein granted as temporary right of way for the construction, repair and removal of said pipelines and additional temporary construction work sites, as depicted on Exhibit "B", attached hereto and made a part hereof.

ENTERPRISE shall also have the right to use such additional land as may be reasonably necessary, adjacent to all roads, highways, railroads, levees, ditches, bayous, streams and other water crossings, at other pipeline and utility crossings, at tie-in points, and at points where the pipeline changes direction, as temporary working space in connection with the exercise of any of the rights and servitudes herein granted, so long as such use does not unreasonably interfere with any use then being made of such property by GRANTOR.

PLAT SEE PLAT FILING CABINET Said right of way and servitude is granted by GRANTOR and accepted by ENTERPRISE under and subject to the following covenants, stipulations and conditions:

- 1. The rights herein granted, except during the period of original construction, shall be limited exclusively to the permanent right of way and the purposes above provided. During the period of construction and maintenance in order to provide working room required by ENTERPRISE, ENTERPRISE may for such purpose utilize the surface of GRANTOR'S said land along said right or way to extent of a whole width of sixty feet (60') feet, including the permanent right of way.
- GRANTOR reserves the right to the full use and enjoyment of said permanent right of way, except as the same may be necessary for the purposes herein specifically granted, and without limitation, GRANTOR particularly reserves unto itself, its agents, representatives, successors and assigns.
 - (a) The right to cross under or over said pipeline with other pipelines and, for this purpose, to dig under said pipeline, provided that any such crossing shall be made in accordance with standard and accepted engineering practices and in such manner as to not unreasonably interfere with the operations or maintenance of ENTERPRISE'S pipeline, and also provided that any commercial pipeline, belonging to some other party other than GRANTOR, which crosses ENTERPRISE'S line shall be laid and constructed according to ENTERPRISE'S requirements;
 - (b) The right to use the permanent right of way for the laying of other pipeline or lines parallel to said line, provided such other pipeline or lines contemplated under this subparagraph shall not be laid nearer than fifteen (15') feet of ENTERPRISE'S pipeline;
 - (c) The right to construct railroad or spur tracks across said pipeline and permanent right of way;
 - (d) The right to construct a road or roads and a bridge or bridges across said pipeline and permanent right of way;
 - (e) The right to construct and/or clear and maintain drainage ditches across, over or under said pipeline;
 - (f) The right to conduct agricultural operations of any character over said pipeline, including planting, cultivation, pasturing, drainage, irrigation, and harvesting of any and all agricultural crops, and the right to conduct trapping operations and to construct, maintain, and operate crawfish ponds and farms;
 - (g) The right to construct and maintain a fence or fences across said right of way and to include said right of way within fences; provided ENTERPRISE shall have the right to install gates with locks thereon in said fences at points where said fences cross ENTERPRISE'S permanent right of way, for ENTERPRISE'S use in obtaining ingress to and egress from and along its permanent right of way; and
 - (h) The right to construct loading ramps over said pipeline, it being understood that the temporary removal of such ramps may be required in the maintenance by ENTERPRISE of its pipeline.

GRANTOR shall not be responsible for expense necessary for the protection of ENTERPRISE'S pipeline in the exercise by GRANTOR of any of the rights specifically reserved above. Not less than ninety (90) days prior to the commencement of any work which may impact the pipeline, GRANTOR shall send ENTERPRISE at least two sets of all final plans so that ENTERPRISE can ascertain whether or not such construction will conflict with the safe operation and maintenance of the pipeline. In addition, at least forty-eight (48) hours prior to commencing any excavation or other construction activity in the vicinity of the pipeline, GRANTOR will notify ENTERPRISE at its offices as provided for herein. All work in the vicinity of the pipeline must be done in accordance with ENTERPRISE'S crossing requirements. GRANTOR will not construct or permit any structures or works, or plant trees, drill, excavate or fill within the permanent right of way.

- 3. The rights herein granted shall not vest in or be construed to vest in ENTERPRISE any right, title or interest in or to the surface (other than the servitude herein specifically provided) or to any minerals or mineral rights in, on, under or that may be produced from the property above described, nor as requiring the consent of ENTERPRISE to any lease, grant or other described property. It is particularly understood that ENTERPRISE'S rights shall not interfere with the exploration for or development, production or marketing of any minerals. Notwithstanding provisions to the contrary herein contained, there shall be no oil, gas, or mineral operations conducted on the surface of the permanent right of way.
- 4. No permanent structure or facility of any character shall be constructed on the permanent right of way above ground by ENTERPRISE except vents, markers and cathodic test leads may be installed above ground where necessary, but no such installation shall interfere with GRANTOR'S agricultural operations.
- 5. All wooded lands shall be cleared in a good and workmanlike manner and, where practical and feasible, stumps shall be grubbed. ENTERPRISE shall remove from said property or burn on the right of way strip or bury to a depth of at least three (3) feet as soon as practical any and all stumps, fallen trees, logs, wood and debris which may result from the exercise of its rights hereunder. If requested to do so by GRANTOR, ENTERPRISE shall cut and stack on GRANTOR'S land, at the edge of the permanent right of way and temporary working area, all merchantable timber which may be located on the permanent right of way and temporary working area. GRANTOR shall designate and mark, before commencement of ENTERPRISE'S operations, such trees as GRANTOR considers merchantable.
- 6. During, or as result of, any work performed by ENTERPRISE hereunder, ENTERPRISE shall not interfere with the drainage from or across GRANTOR'S property, and shall not obstruct or impede the use of any road or plantation headland. In order to avoid any such obstruction or impediment, ENTERPRISE shall, if requested in writing by GRANTOR, provide temporary bridges or other facilities in order that the use of such roads and headlands by GRANTOR may not be interrupted. Because of adverse consequences resulting from the impeding of drainage of GRANTOR'S crop land, no ditch or canal shall be left obstructed overnight. If any ditch or canal is so left obstructed, and as result thereof, the drainage of water is actually impeded, GRANTOR may remove such obstruction and ENTERPRISE shall be responsible for the cost thereof, and any damages resulting from such actions.
- 7. ENTERPRISE (or other parties on behalf of ENTERPRISE) shall pay to GRANTOR all loss and damages caused to or inflicted on GRANTOR which are caused by the laying, maintaining, operating, or removal of said pipeline or in otherwise exercising the rights herein granted including, but not limited to, environmental damages, damage to buildings, crops, roads, fences, bridges, timber, crawfish ponds, crawfish, drainage ditches and canals and other property or improvements of any nature or kind, but ENTERPRISE shall not be liable for damages caused by keeping the permanent right of way clear of trees, undergrowth and unauthorized obstructions. Unauthorized obstructions shall be removed from property and disposed of by ENTERPRISE as provided and set forth in paragraph 5 hereinabove.

- 8. If at any time GRANTOR is prevented from planting, cultivating or harvesting any agricultural crop on any of GRANTOR'S cultivated property (including areas outside of the permanent right of way), as result of ENTERPRISE'S operations hereunder, and ENTERPRISE fails to correct such prevention within a reasonable time after notification, ENTERPRISE shall be responsible therefore to the same extent as though such crop has been destroyed, If, as a result of ENTERPRISE operations, such crop can be planted, cultivated or harvested but only at a cost in excess of he normal cost thereof in the absence of such operations, ENTERPRISE shall be responsible for such excess, provided such excess chargeable to ENTERPRISE may not exceed the gross matured value of such crop. When such condition becomes apparent to GRANTOR, it shall notify ENTERPRISE in the manner hereinafter provided.
- 9. Damages resulting from the destruction by ENTERPRISE of any agricultural crop of GRANTOR shall be the gross value of the matured crop. In the case of sugar cane, the damages shall be computed on the aggregate of three crop years, and there shall be assumed a yield per acre based on the average yield per acre on GRANTOR'S farm for the two highest of the three prior crop years. It is agreed, however, that the minimum damages to be paid to GRANTOR for the destruction of sugar cane crops shall be the sum of One Thousand Five Hundred (\$1,500.00) dollars per acre for plant or stubble cane and Five Hundred (\$500.00) dollars per acre for the fallow land.
- 10. If in GRANTOR'S planting, cultivating and harvesting operations, any of GRANTOR'S farm machinery becomes bogged down or stuck in the pipeline excavation or soft-fill resulting therefrom, ENTERPRISE shall be responsible to GRANTOR for the cost of repairs to such machinery. Such damages shall not be due if the bogging down of such equipment is a result of GRANTOR'S willful negligence. In the event of such bogging down, GRANTOR shall exercise reasonable diligence to extricate such machinery, and shall do all reasonable things to minimize such loss or damage. GRANTOR shall notify ENTERPRISE, in writing, of any such bogging down of GRANTOR'S machinery. Notice thereof shall be sent as soon as possible after any such bogging down; ENTERPRISE, if it desires, may assist GRANTOR in the extrication of such machinery.
- line, ENTRPRISE shall be responsible not only for the damages to any existing crop or crops, and crawfish, timber and to other property of GRANTOR but shall also be responsible for the loss of all future crops and timber which may result from the soil being thereby rendered unfit or adversely affected for crop or timber production. Such damage shall be claimed and paid annually during the entire period that the soil is so affected, and shall be computed on the basis of the average yield and matured value of such crop and timber, produced on the remainder of GRANTOR'S property adjacent to the permanent right of way and servitude: provided that the total damage paid for such damage shall never in the aggregate exceed the fee value of the land which was damaged.
- harmless from and against all claims, demands, actions, suits or regulatory proceedings, (including costs and expenses incident thereto) for or on account of injuries to (including death of) persons or property of others, arising wholly or in part from or in connection with the laying, maintaining, operations, changes in, alterations to or removal of ENTERPRISE'S pipeline. In the event of any suit or action brought against GRANTOR for or on account of any such damage, injury or death, GRANTOR shall notify ENTERPRISE, and ENTERPRISE shall appear and defend said suit or action at its cost and expense, and will pay and satisfy any judgment that may be rendered therein against GRANTOR, and any attorney's fees and costs which GRANTOR is required to incur if made to defend itself or enforce this indemnification, when such suit or action has been finally determined. GRANTOR shall not be liable for any damage or injury caused or sustained to ENTERPRISE'S pipeline, or for the loss of any product transported therein, as a result of GRANTOR'S non-negligent operation.

- 13. In crop lands, ENTERPRISE shall bury said pipeline to a sufficient depth so as not to interfere with the cultivation of the soil and shall bury the top thereof to minimum depth of 36 inches below surface level of said crop lands and minimum depth of 30 inches below the bottom of all present ditches or canals. In timber, marsh, and swamp areas the pipeline shall be located at a depth of 36 inches below the elevation of the surface of the ground as it exists at the time of the commencement of the construction of the pipeline. ENTERPRISE shall place a permanent monument on each side of canals across which said pipeline may be constructed.
- 14. In the construction, maintenance or removal of said pipeline, ENTERPRISE shall refill all trenches or other excavations dug in connection with such work and return all spoils thereto without delay. In other crop lands and cleared pasture lands, ENTERPRISE shall firmly pack and level the dirt in such excavations over the pipeline and at a later date, if required to do so by GRANTOR as result of settlement below the normal surface level, shall place additional dirt therein and again pack and level the dirt placed in such excavation. In timber, swamp, and marsh areas, ENTERPRISE shall only be required to backfill the ditch or trench in which the pipeline is laid with whatever excavated soil is available at the site for backfill.
- 15. ENTERPRISE shall repair all roads, headlands, bridges, canals and other improvements and facilities located on the above described property which may become worn, damaged or destroyed by ENTERPRISE in the laying, construction, maintenance, use, repair, or removal of said pipeline, in order that such roads, headiands, bridges, canals and other improvements and facilities shall be restored to at least as good condition as existed prior to such work.
- 16. If at any time after the original or subsequent work by ENTERPRISE in the laying or maintaining of said pipeline, or in other operations hereunder, and as a result thereof, any road, headland, ditch, canal, or other improvement or facility settles, caves or sloughs or otherwise becomes out of repair, ENTERPRISE shall make the necessary repairs and restorations on receipt of the written notice from GRANTOR, and in the absence of flood, strike, insurrection or other conditions completely beyond ENTERPRISE'S control, shall commence such repair or restoration work within thirty (30) days after receipt of such notice from GRANTOR, and shall prosecute such work with diligence after its commencement; provided, the commencement of such work within said thirty (30) day period, or the failure to do so because of any such conditions, shall not relieve ENTERPRISE of any damages which may be suffered by GRANTOR as a result of such settling, caving, sloughing, or disrepair.
- 17. If any railroad, highway or similar facility is constructed across said right of way and it becomes necessary to encase or otherwise protect ENTERPRISE'S pipeline, such encasement or other protective work shall be installed and performed by ENTERPRISE. Nothing contained in this paragraph shall preclude ENTERPRISE from making claim and from obtaining reimbursement, if entitled thereto, for the cost of such work against the party installing the facility.
- 18. ENTERPRISE shall secure all necessary authorizations and permits for the construction of said pipeline, and the plan and specifications thereof shall be in accord with sound engineering and safety principles.
- 19. In the event of the establishment and construction of an industrial plant on said property, and such plant, due to war conditions and the possibility of sabotage, etc., makes rules and regulations as to the entrance to such plant site, then and in such event, if ENTERPRISE'S pipeline will be located on any portion of any such plant site, ENTERPRISE agrees that it, and its officers, employees, agents or licensees, will abide by the said rules and regulations of any such plant in effect governing the entrance to such plant site.
- 20. In the excavation of the pipeline ditch through crop lands and cleared pasture lands. ENTERPRISE shall separate the top soil from the bottom soil; and in returning the soil to the ditch, ENTERPRISE shall return the bottom soil to the bottom of the ditch and the top soil to the top. In crop lands and cleared pasture lands any excess water shall be pumped from the excavated pipeline ditch by ENTERPRISE prior to returning the soil to the ditch.

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- 21. The obligations and restrictions imposed on ENTERPRISE hereunder are not exclusive, but are in addition to any and all obligations and restrictions which are now or may be hereafter imposed by law.
- 22. In the event of termination of this right of way, ENTERPRISE may, within six (6) months after such termination, remove all of its pipes and other facilities from the property herein above described and shall restore the premises to the same condition as nearly as possible in which they were before ENTERPRISE began the construction of said pipeline and facilities and shall pay all damages caused to GRANTOR in such removal and restoration work. However, in the event ENTERPRISE does not remove the pipeline, it agrees to perform and complete any procedures which may be required by appropriate governing or regulatory agencies.
- 23. The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any of the terms or conditions or as a waiver of any other terms and conditions, all of which shall be and remain in full force and effect, notwithstanding any such waiver.
- 24. Any notice or other communication given under or with respect to this right of way grant by GRANTOR to ENTERPRISE shall be given by registered or certified mail, facsimile or telegram, addressed to ENTERPRISE at:

ENTERPRISE Lou-Tex NGL Pipeline L. P. President
Post Office Box 4324
Houston, TX 77210-4324

Any such notice by ENTERPRISE to GRANTOR shall be given by registered or certified mail or telegram addressed to GRANTOR at:

Billeaud Planters, Inc. ATTN: James L. Plumley, Jr., President Post Office Box 98 106 Saint Nazaire Road Broussard, Louisiana 70518

- 25. In the event ENTERPRISE should assign its rights hereunder to any other party, written notice of such assignment shall be given to GRANTOR within thirty (30) days after the date of such assignment, which notice shall contain the name and address of the assignee. ENTERPRISE acknowledges that it will remain responsible for all obligations provided for herein.
- 26. This agreement shall extend to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

This agreement and any of the rights provided for herein may be assigned by ENTERPRISE, its successors, transferees and assigns in whole or in part, and the same shall be divisible among two or more owners as to any right or rights created hereunder, vesting in such assignees, transferees, successors and owners the ownership of one or more, or portion of the facilities hereinabove provided for, with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

This instrument may be executed in any number of counterparts, each of which shall be deemed an original and all of which construed together, shall constitute one in the same instrument.

The consent of ENTERPRISE to this agreement is evidenced by its payment to GRANTOR of the consideration set forth above.

as of the day of 2000, said parties signing in the presence of the witnesses whose names appear opposite their respective signatures.

BILLEAUD PLANTERS, INC.

JAMES PLUMLEY, JR., PRESIDENT TAX!. D. #72-0424920

STATE OF LOUISIANA PARISH OF LAFAYETTE

IN WITNESS WHEREOF this instrument is executed on behalf BILLEAUD PLANTERS, INC., by JAMES PLUMLEY, JR., its duly authorized PRESIDENT, before me, a duly qualified Notary Public for the Parish of Lafayette, State of Louisiana, at my office therein, in the presence of the undersigned competent witnesses on this ______ day of _______, 2000.

NOTARY PUBLIC

WITNESSES:

ENTERPRISE LOU-TEX NGL PIPELINE, L. P. By: ENTERPRISE Products Operating L P, General Partner By: ENTERPRISE Products G P LLC, General Partner

By: LEO BERMUDEZ, Agent and Attorney-In-Fact Tax I. D. # 76-0615 621

STATE OF LAUSIANA PARISH/COUNTY OF LA BOMO ILE

NOTARY PUBLIC

STATE OF LOUISIANA PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, on this day personally came and appeared DON L. BERTRAND, who, being sworn, acknowledged that he executed the above and foregoing instrument as a subscribing witness, and that it was executed by JAMES PLUMLEY, JR., President of BILLEAUD PLANTERS, INC., in his presence and in the presence of the other subscribing witness.

DON L. BERTANIAD

SWORN TO AND SUBSCRIBED before me, Notary Public, this 3rd day of Harch 2000.

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RESOLUTION OF THE BOARD OF DIRECTORS

BE IT RESOLVED by the Board of Directors of BILLEAUD PLANTERS, INC., a Louisiana Corporation whose address is Post Office Box 98, Broussard, LA 70518, that IAMES PLUMLEY, JR., President, of this corporation, be and he is hereby authorized, empowered and directed to execute for, and in the name of and on behalf of this corporation, a Servitude and Right of Way Agreement dated the 2 day of Warch 2000, in favor of ENTERPRISE LOU-TEX NGL PIPELINE L. P. BE IT FUTHER RESOLVED, that the said JAMES PLUMLEY, JR., be and he is hereby fully authorized to do any and all things and to execute any and all instruments necessary to carry out the purposes and intents of this resolution. STATE OF LOUISIANA PARISH OF LAFAYETTE I, PAUL R. BILLEAUD as Secretary of BILLEAUD PLANTERS, INC., a corporation organized and existing under the laws of the State of Louisiana, does hereby certify that the above and foregoing is a true, correct and complete copy of a Resolution, which is still in full force and effect, as recorded in the records of said corporation, that was passed and adopted at a special meeting of the Board of Directors of said corporation which was duly called and held on the 3rd day of March , 2000, after due notice of the time, place and purpose of said meeting had been given to each director, and at which meeting all members were present. I FURTHER CERTIFY that I am the keeper of the papers, books, entries and records of said corporation and duly authorized to make this certificate. IN TESTIMONY WHEREOF, I have hereunto officially signed on this 3rd day of

PAUL R. BILLEAUD, Secretary

(SEAL)

Morch

, 2000.

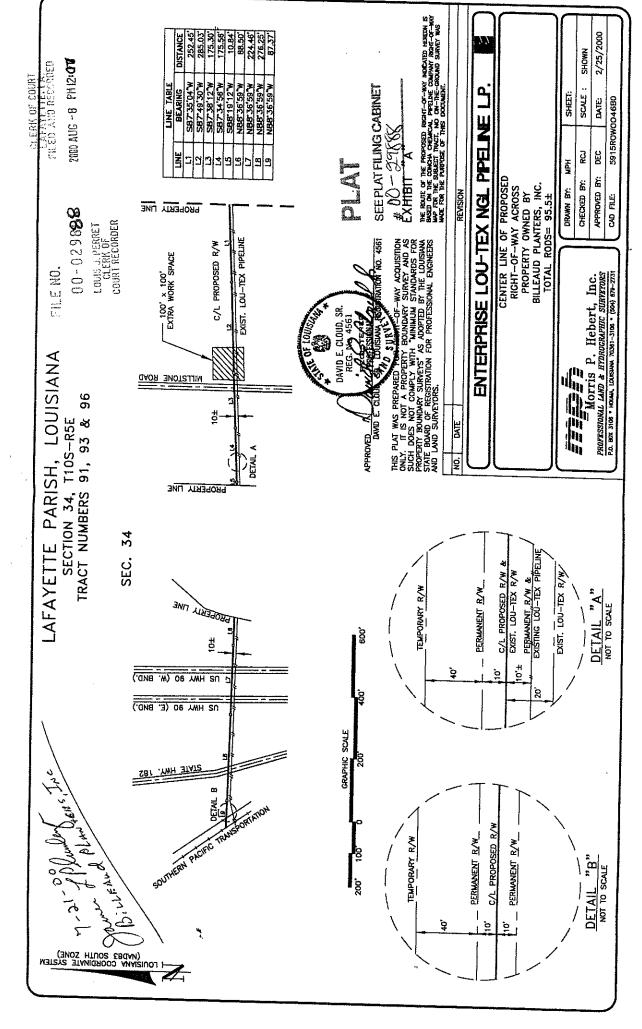
EXHIBIT "A"

ENTERPRISE LOU-TEX NGL PIPELINE L. P. Description of a Proposed Right of Way Crossing Property belonging to BILLEAUD PLANTERS, INC.

TRACT 1: That certain tract of land containing an estimated 3 acres, more or less, situated in Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, being bounded North by other lands of Billeaud Planters, Inc., East and South by State Highway 182, and West and South by Southern Pacific Railroad, more particularly shown on that Plat of Survey of the Estate of Louis M. Billeaud, dated May 30, 1979, and attached to that Act of Exchange, dated December 10, 1943, recorded under Entry No. 170800;

TRACT 2: That certain tract of land containing 2.0986 acres, more or less, situated in Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, furthur identified as Lot 5 on that Survey Plat of Sugar Mill Park, dated December 20, 1985 and attached to that Act of Dedication and Declaration, dated December 12, 1990, recorded under Entry No. 90-37735;

TRACT 3: That certain tract of land containing 0.7174 acres, more or less, situated in Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, furthur identified as Lot 27 on that Survey Plat of Sugar Mill Park, dated December 20, 1985 and attached to that Act of Dedication and Declaration, dated December 12, 1990, recorded under Entry No. 90-37735, all in the records of the office of the Clerk of Court for Lafayette Parish, Louisiana, reference to which is hereby made for all purposes.



File Number: 2000-00029888 Sec



This instrument Prepared by: Charles W. Lamar III 5551 Corporate Boulevard Baton Rouge, Louisians. 70806

02-012326

2007 HAR 18 AM 9: 54 Lease # 7297-01

CHARLES W. LAMAR III

LOUIS JUILEKRET CLERK OF COURT RECORDER

MEMORANDUM OF LEASE AGREEMENT

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to THE LAMAR CORPORATION (hereinafter referred to as "Lessee") a LEASE AGREEMENT dated APRIL 6th, 2001, leasing a portion of the premises located in the County/Parish of LAFAYETTE, State of LOUISIANA more particularly described as follows:

US 90 East, S/O Morgan St. Loc. 1

WHEREAS, said LEASE AGREEMENT (hereinafter referred to as "Lease"), provides for a term of TEN (10) years and provides that the Lease may be continued in force thereafter in accordance with the provision set out as well as other rights and obligations of the parties thereto.

NOW, THEREFORE, for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all of the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, this instrument is duly executed this 6th day of APRIL, 2001.

Executed by Lessor in the presence of:

VITNESS

WITNESS

Tex Plumbley, Ar., Agent, LESSOR

<LESSOR'S NAME>, L'ESSOR

LANTERS, INC

Executed by Lessee in the presence of:

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THE LAMAR CORPORATION

David Pearson, VP/General Manager

Lafayette Parish Recording Page

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

First VENDOR

LAMAR CORPORATION THE

First VENDEE

BILLEAUD PLANTERS INC

Index Type: Conveyances

File Number: 2007-00012287

Type of Document: Cancellation

Recording Pages:

2

Recorded Information

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

Clerk of Court

On (Recorded Date): 03/22/2007

At (Recorded Time): 4:19:52:000 PM

Doc ID - 014158190002

Do not Detach this Recording Page from Original Document

Cancellation of Memorandum of Lease

This Cancellation of Memorandum of Lease is entered into on this 2 day of Trades, y, 2007, by and between Billeaud Planters, Inc. ("Lessor") and The Lamar Corporation ("Lessee"), both of whom declare as follows:

- Lessor and Lessee entered into that certain Memorandum of Lease dated April 6, 2001, which is recorded at File No. 02-012326, in the official records of Lafayette Parish, Louisiana (the "Memorandum of Lease").
- The lease (the "Lease"), which is evidenced by the Memorandum of Lease, has been terminated and the parties desire to reflect such termination in the public records.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

- 1. Lessor and Lessee each acknowledge that the Lease has been terminated in accordance with the terms of the Lease and hereby authorize and instruct the Clerk and Recorder of Lafayette Parish, Louisiana to make the appropriate notation of this Cancellation of Memorandum of Lease on the margin of the records where the Memorandum of Lease is recorded and to record and index this Cancellation of Memorandum of Lease in the conveyance records.
- 2. This Agreement may be executed in counterparts and all counterparts taken as a whole will constitute the entire agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Cancellation of Memorandum of Lease to be duly executed as of the day and year first above written.

Billeaud Planters, Inc.

The Lamar Comporation

Name:

THE LAMAR CORPORATIONS K OF COURT LAFAYETTE, LA.
FILE NO. FILED AND RECORDED

This Instrument Prepared by: Charles W. Larner III 5551 Corporate Boulevard Baton Rouge, Louisiane 70808

02-012327

2002 MAR 18 AM 9 5298-01

CHARLES W. LAMAR III

CLERK OF COURT RECORDER

MEMORANDUM OF LEASE AGREEMENT

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to THE LAMAR CORPORATION (hereinafter referred to as "Lessee") a LEASE AGREEMENT dated APRIL 6th, 2001, leasing a portion of the premises located in the County/Parish of LAFAYETTE, State of LOUISIANA more particularly described as follows:

US 90 East, S/O Morgan St. Loc. 2

WHEREAS, said LEASE AGREEMENT (hereinafter referred to as "Lease"), provides for a term of TEN (10) years and provides that the Lease may be continued in force thereafter in accordance with the provision set out as well as other rights and obligations of the parties thereto.

NOW, THEREFORE, for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all of the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, this instrument is duly executed this 6th day of APRIL, 2001.

Executed by Lessor in the presence of:

WITNESS

WITNESS

Tex Plumbley, Jr., Agent, LESSOR

Pluntares, INC

Executed by Lessee in the presence of:

Frent White, Lease Manager

THE LAMAR CORPORATION

David Pearson, VP/General Manager

Lafayette Parish Recording Page

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

First VENDOR

LAMAR CORPORATION THE

First VENDEE

BILLEAUD PLANTERS INC

index Type: Conveyances

File Number: 2007-00012289

Type of Document : Cancellation

Recording Pages :

Recorded Information

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

Clock of Court

On (Recorded Date): 03/22/2007

At (Recorded Time): 4:20:46:000 PM

Doc ID - 014158210002

Do not Detach this Recording Page from Original Document

Cancellation of Memorandum of Lease

This Cancellation of Memorandum of Lease is entered into on this Ab day of February, 2007, by and between Billeaud Planters, Inc. ("Lessor") and The Lamar Corporation ("Dessee"), both of whom declare as follows:

- 1. Lessor and Lessee entered into that certain Memorandum of Lease dated April 6, 2001, which is recorded at File No. 02-012327, in the official records of Lafayette Parish, Louisiana (the "Memorandum of Lease").
- 2. The lease (the "Lease"), which is evidenced by the Memorandum of Lease, has been terminated and the parties desire to reflect such termination in the public records.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

- 1. Lessor and Lessee each acknowledge that the Lease has been terminated in accordance with the terms of the Lease and hereby authorize and instruct the Clerk and Recorder of Lafayette Parish, Louisiana to make the appropriate notation of this Cancellation of Memorandum of Lease on the margin of the records where the Memorandum of Lease is recorded and to record and index this Cancellation of Memorandum of Lease in the conveyance records.
- 2. This Agreement may be executed in counterparts and all counterparts taken as a whole will constitute the entire agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Cancellation of Memorandum of Lease to be duly executed as of the day and year first above written.

Billeaud Planters, Inc.

The Lamar Corporation



This instrument Prepared by: Charles W. Lamar III 5551 Corporate Boulevard Baton Rouge, Louisiana 70806 02-012354 CLERK OF

COURT RECORDER

2002 MAR 18 AM 9: 58

Lease # 40180-01

MEMORANDUM OF LEASE AGREEMENT

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to THE LAMAR CORPORATION (hereinafter referred to as "Lessee") a LEASE AGREEMENT dated APRIL 10th, 2001, leasing a portion of the premises located in the County/Parish of LAFAYETTE, State of LOUISIANA more particularly described as follows:

W/S US 90.9 Miles N/O LA 182/96

WHEREAS, said LEASE AGREEMENT (hereinafter referred to as "Lease"), provides for a term of TEN (10) years and provides that the Lease may be continued in force thereafter in accordance with the provision set out as well as other rights and obligations of the parties thereto.

NOW, THEREFORE, for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all of the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, this instrument is duly executed this 10th day of APRIL, 2001.

Executed by Lessor in the presence of:

WITNESS

VITNESS

Executed by Lessee in the presence of:

THE LAMAR CORPORATION

Trent White, Lease Manager

David Pearson, VP/General Manager



This instrument Prepared by: Charles W. Lemar IB 5551 Corporate Boulevard States Review 1 cultilians 70805 02-012355

2007 MAR 18 AM 9: 58 Lease # 40185-01

Baton Rouge, Louisiana. 70808

LOUIS J. PERRET CLERK OF COURT RECORDER

CHARLES W. LAMAR III

MEMORANDUM OF LEASE AGREEMENT

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to THE LAMAR CORPORATION (hereinafter referred to as "Lessee") a LEASE AGREEMENT dated APRIL 10th, 2001, leasing a portion of the premises located in the County/Parish of LAFAYETTE, State of LOUISIANA more particularly described as follows:

W/S US 90 1 Mile N/O LA 182/96

WHEREAS, said LEASE AGREEMENT (hereinafter referred to as "Lease"), provides for a term of TEN (10) years and provides that the Lease may be continued in force thereafter in accordance with the provision set out as well as other rights and obligations of the parties thereto.

NOW, THEREFORE, for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all of the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

IN WITNESS WHEREOF, this instrument is duly executed this 10th day of APRIL, 2001.

THE LAMAR CORPORATION

Executed by Lessor in the presence of:

WITNESS

WITNESS

Tex Plumbley, Jr., Agent, LESSOR

I CHAPERS LA

Executed by Lessee in the presence of:

Trent White, Lease Manager

David Pearson, VP/General Manager

FILE NO.

02-015398

LAFAYETTE. LA. FILED AND RECORDED

2002 APR -4 PH 12: 07

RESOLUTION OF THE BOARD OF DIRECTORS OF

At a regular scheduled meeting of the Board of Directors of Billeaud Planters, Inc. (the "Corporation"), held at its offices on the 28th day of February, 2002, a quorum of the Directors being present, the following resolutions were offered, seconded and unanimously passed:

BE IT RESOLVED that James L. Plumley, Jr., President, be and he is hereby authorized on behalf of Billeaud Planters, Inc. to file the Act of Dedication and Restrictive Covenants of Sugarcrest Commercial Development in the records of Lafayette Parish, Louisiana, with appropriate attachments as reflected in the formal Act of Dedication and Restrictive Covenants;

BE IT FURTHER RESOLVED that James L. Plumley, Jr., President, be and he is hereby authorized on behalf of the Corporation to sell any and all real estate including lots and/or properties which are part of the dedication of Sugarcrest Commercial Development located within the City of Broussard, Parish of Lafayette, Louisiana, for such price and on such terms and conditions as he may deem, in his discretion to be fit and proper;

BE IT FURTHER RESOLVED that James L. Plumley, Jr., President, be and he is authorized to execute any and all documents on behalf of the Corporation, including sales, exchanges, partitions, boundary agreements or any other act associated with the properties dedicated as Sugarcrest Commercial Development with the condition that any and all transfer of such properties shall be subject to the restrictive covenants of Sugarcrest Commercial Development and further that any and all sales will be subject

to a specific mineral reservation in favor of the Corporation as described in the Act of Dedication and Restrictive Covenants of Sugarcrest Commercial Development.

BE IT FURTHER RESOLVED that James L. Plumley, Jr., President, be and he is hereby authorized, empowered and directed for and on behalf of the Corporation generally to do and perform any and all such acts and to sign any and all instruments necessary, proper or required to carry out the purposes of this resolution.

CERTIFICATE

I, PAUL R. BILLEAUD, Secretary of Billeaud Planters, Inc., do hereby certify that the above and foregoing is a true and correct copy of the Minutes of the Board of Directors of the Corporation, duly and legally called, convened and held at Broussard, Louisiana, on the 28th day of February, 2002, where at a quorum the Board of Directors were present and that the same has not been revoked or rescinded.

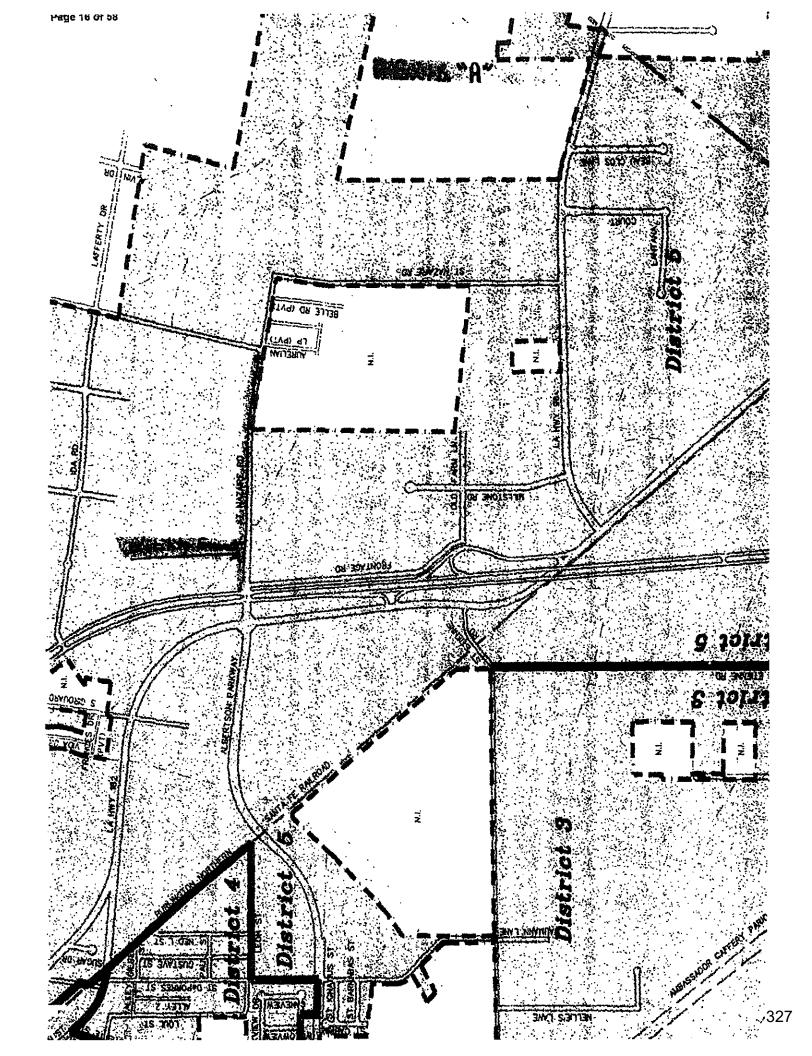
IN WITNESS WHEREOF, I have hereunto set my hand and seal of this Corporation, on this 1st day of APRIL 2002.

BILLEAUD PLANTERS, INC.

PAUL R. BILLEAUD, Secretary

CH E MÓ	EASTERNAL AND
servitude 610 Passage	2003 NOT 25 AN 6: 53
FROM Billeand Planters TAC. To the Town of Broussard and/or the public	LOUIS U. PERRET CLERK OF COURT RECORDER
State of Louisiana Parish of Lafayette	
BEFORE ME, the undersigned Notary, we the undersigned stated that they are the owners of the property as dattached hereto and made a part hereof;	
Further, the grantor herein, does create a servitude and through the grantors property herein per Exhib red, to the Town of Broussard and/or the public;	of See Exhibit "A" over it "A", and outlined in
Further, the grantor herein dedicates per width - Exto enter on and to the described property to clean all as indicated per Exhibit "A" and outlined in re-	and otherwise maintain,
The town or the public shall at all times maintain order and condition and the owner or his assigns interfere with said servitude or right of way, maintenance of said servitude. Further, the Town servitude of passage NOT a FEE TITLE TRANSFER.	shall not obstruct or nor will hinder the
Thus done on this 29th day of October undersigned notary and witnesses.	before the
Witnesses for all: Owner(s)	aDU 1
The Stanfage Billiam	L Plustens Inc.
Rene & Dair (Notar	
Before me, the undersigned Notary Public, personally who being by me duly swot (he/she) was a witness to the significant control of the significant control	rn, stated that
and that he/she/they signed of their free act and de	eed.
(wi	tness)

(Notary Public)



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Lafayette Parish Recording Page

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

First VENDOR

BROUSSARD CITY OF

First VENDEE

BILLEAUD PLANTERS INC

Index Type: Conveyances

File Number : 2007-00012295

Type of Document: Revocation

Recording Pages :

Recorded Information

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

Clark of Cour

On (Recorded Date): 03/22/2007

At (Recorded Time): 4:28:26:000 PM

Doc ID - 014158270003

Do not Detach this Recording Page from Original Document

Revocation of Dedication and Renunciation and Abandonment of Servitude

Before the undersigned Notary Public and witnesses personally appeared:

City of Broussard, Louisiana, a political subdivision of the State of Louisiana, represented herein by its duly authorized representative, whose mailing address is City Hall, 310 E. Main St., Broussard, LA 70518 (the "City");

who declared the following:

Recitals

- A. In that Servitude of Passage dated October 29, 2003, and recorded as File No. 03-062530 of the official records of Lafayette Parish, Louisiana, Billeaud Planters, Inc. granted and dedicated to the Town of Broussard and/or the public, a 10' utility casement (the "Servitude") as more particularly shown on Exhibit A attached thereto;
- B. As the City has not used the Servitude, nor does the City need the Servitude for public use, the City desires to revoke the dedication and renounce and abandon the Servitude.

Declaration

In consideration of the forgoing recitals, which are incorporated herein by reference, the City declares as follows:

- 1. The City, on behalf of itself and the public, hereby revokes the dedication and renounces and abandons the Servitude.
- 2. If any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this declaration, but this declaration will be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

[Remainder of page intentionally left blank. Signatures are on following page.]

Signed this day of Louisiana, before the undersigned Notary Pu	Lib , 2006, in Brows
Witnesses:	City of Broussard, Louisiana
Name: Lines Serand	By:Charles Langlinais, Mayor
Name:	tary Public McLadyre

Lafayette Parish Recording Page

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

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BILLEAUD PLANTERS INC

First VENDEE

DMMS VENTURES LLC

Index Type: Conveyances

Type of Document: Cash Sale

Recording Pages:

3

Recorded Information

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

Clerk of Court

File Number: 2012-00020797

On (Recorded Date): 06/06/2012 At (Recorded Time): 10:34:34AM

Doc ID - 032831160003



CASH SALE

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN that on the date(s) hereinafter stated, before the undersigned Notary (Notaries) Public, duly commissioned and qualified as such in and for the Parish(es) / County (Counties) and State(s) hereinafter designated, personally came and appeared:

BILLEAUD PLANTERS, INC. (TIN: a Louisiana corporation domiciled in Lafayette Parish, Louisiana, whose business mailing address is Post Office Box 98, Broussard, Louisiana 70518, and being represented herein by its duly authorized President, James L. Plumley, pursuant to that certain Resolution of the Board of Directors dated April 1, 2002 and filed under Entry No. 02-15398, records of Lafayette Parish, Louisiana, which Resolution is made a part hereof by reference thereto;

who declared that for the consideration of the sum of EIGHT HUNDRED FORTY THOUSAND AND NO/100 (\$840,000.00) DOLLARS cash in hand paid, for which acquittance is herein granted, it does by these presents, sell, transfer and deliver with full guarantee of title and free from all encumbrances and with subrogation to all rights and actions of warranty against previous owners, unto:

DMMS VENTURES, L.L.C. (TIN: a Louisiana limited liability company domiciled in Lafayette Parish, Louisiana, whose business mailing address is 700 Kaliste Saloom Road, Lafayette, Louisiana 70508, and being represented herein by its duly authorized Manager, Dennis J. Smith,

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

That certain tract or parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E and in Section 2. T11S, R5E, Lafayette Parish, Louisiana, containing 14.000 acres, more or less, and being shown and depicted as TRACT 1 on that certain plat of survey prepared by Montagnet and Domingue, Inc. dated March 9, 2012 and revised May 24, 2012, a copy of which plat is recorded under Entry No. 2012-20601, records of Lafayette Parish, Louisiana, and made a part hereof be reference thereto, said tract having a frontage of 1,060.00 feet, more or less, on Louisiana Highway 182, by a depth between equal and parallel lines of 575.32 feet, more or less, and having such other measurements, boundaries, configurations and dimensions as are more fully shown and described on said plat of survey.

Being a portion of the same property acquired by Billeaud Planters, Inc. from Lacaze P. Billeaud, et al., by act dated December 10, 1943 and filed under Entry No. 170800, records of Lafayette Parish, Louisiana.

This sale is made and accepted subject to the restrictive covenants, easements, mineral reservations, royalty reservations, mineral leases, rights of way, obligations of ownership, etc., affecting the property hereinabove described of record in the Clerk of Court's Office for the Parish of Lafayette, Louisiana.

Seller declares and purchaser acknowledges that there is excluded from the sale and retained by sellers, all of the oil, gas, sulphur and other minerals and mineral rights

of every kind, located in, under, upon or attributable to the aforedescribed property. Seller agrees that no operation incident to the exploration, production, preservation and marketing of minerals shall be conducted on the surface of the land. The parties hereto take cognizance of the fact that the undersigned Notary was not requested to, nor has he made, an oil, gas and other mineral title examination of the subject property, and it is recognized and acknowledged by and between Purchaser and Seller that Seller may not be the owners of the entirety of the oil, gas and other minerals lying in, on or under the property above described, and accordingly the undersigned Notary does not warrant full release of surface rights in connection with outstanding oil gas and mineral rights affecting the subject property.

As additional consideration for the price stated above, Seller agrees to grant to Purchaser a drainage servitude from the rear of the property purchased to the coulee/ditch shown on the attached plat in a location and having a width mutually agreed upon by Seller and Purchaser.

Taxes for the current year have been prorated between the Purchaser and Seller.

Purchaser shall pay the 2012 tax bill assessed against the property being sold herein.

THUS DONE AND PASSED in the Parish of Lafayette, Louisiana, on the Saday of June, 2012, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

By:

MEST DITIMIEN Procident

DMMS V

By:

DENNIS J. SMITH, Manager

RANDALL E. OLSON #42266 NOTARY PUBLIC

Prime Title, Inc.
1819 W. Pinhook, Ste 114
Lafayette, LA 70508
LA Dept of Insurance License #502236
Stewart Title Guaranty Co.
Randall E. Olson
LA Bar Roll #02038

Lafayette Parish Recording Page

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

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BILLEAUD PLANTERS INC

First VENDEE

DMMS VENTURES LLC

Index Type: Conveyances

File Number: 2012-00020798

Type of Document : Transfer

Recording Pages:

3

Recorded Information

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

Clerk of Court

On (Recorded Date): 06/06/2012

At (Recorded Time): 10:35:06AM

Doc ID - 032831170003



PLAT SEE PLAT FILING CABINET # 2012-20798

ACT OF TRANSFER

STATE OF LOUISIANA PARISH OF LAFAYETTE

BE IT KNOWN, that on the date set forth below, before me, Notary Public, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

BILLEAUD PLANTERS, INC. (TIN: a Louisiana corporation domiciled in Lafayette Parish, Louisiana, whose business mailing address is Post Office Box 98, Broussard, Louisiana 70518, and being represented herein by its duly authorized President, James L. Plumley, pursuant to that certain Resolution of the Board of Directors dated April 1, 2002 and filed under Entry No. 02-15398, records of Lafayette Parish, Louisiana, which Resolution is made a part hereof by reference thereto, (herein referred to as "Transferor");

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

DMMS VENTURES, L.L.C. (TIN: and a Louisiana limited liability company domiciled in Lafayette Parish, Louisiana, whose business mailing address is 700 Kaliste Saloom Road, Lafayette, Louisiana 70508, and being represented herein by its duly authorized Manager, Dennis J. Smith, (herein referred to as "Transferee");

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

That certain tract or parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E and in Section 2, T11S, R5E, Lafayette Parish, Louisiana, containing 1.346 acres, more or less, and being shown and depicted as **TRACT 1-A** on that certain plat of survey prepared by Montagnet and Domingue, Inc. dated May 25, 2012, a copy of which plat is attached hereto and made a part hereof, said tract having such other measurements, boundaries, configurations and dimensions as are more fully shown and described on said plat of survey.

Being a portion of the same property acquired by Billeaud Planters, Inc. from Lacaze P. Billeaud, et al., by act dated December 10, 1943 and filed under Entry No. 170800, records of Lafayette Parish, Louisiana.

Transferor declares and Transferee acknowledges that there is excluded from the sale and retained by Transferor, all of the oil, gas, sulphur and other minerals and mineral rights of every kind, located in, under, upon or attributable to the aforedescribed property. Transferor agrees that no operation incident to the exploration, production, preservation and marketing of minerals shall be conducted on the surface of the land. The parties hereto take cognizance of the fact that the undersigned Notary was not requested to, nor has he made, an oil, gas and other mineral title examination of the subject property, and it is recognized and acknowledged by and between Transferee and Transferor that Transferor may not be the owner of the entirety of the oil, gas and other minerals lying in, on or under the property above described, and accordingly the undersigned Notary does not warrant full release of surface rights in connection with outstanding oil gas and mineral rights affecting the subject property.



TO HAVE AND TO HOLD, the above described property unto said Transferee, and its heirs and assigns forever. The transfer of this property is made as additional consideration to Transferee for its purchase executed this date of Tract 1 as shown on the attached plat.

This transfer is made and accepted subject to the restrictive covenants, easements, mineral reservations, royalty reservations, mineral leases, rights of way, obligations of ownership, etc., affecting the property hereinabove described of record in the Clerk of Court's Office for the Parish of Lafayette, Louisiana.

Taxes for the year 2012 shall be assumed by Purchaser.

DONE AND PASSED in the Parish of Lafayette, Louisiana, on the 5th day of June, 2012, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

BILLEAUD PLANTERS, INC.

By:

DMMS VENTURES, L.L.C

By:

DENNIS J. SMITH, Manager

GAY HOPKINS

RANDALLE. OLSON #42266 **NOTARY PUBLIC**

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18 558-04 558

Lafayette Parish Recording Page

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

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DMMS VENTURES LLC

First VENDEE

LYNMAR III LLC

Index Type: Conveyances

Type of Document: Cash Sale

Recording Pages:

9

Recorded Information

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

Clerk of Court

File Number: 2013-00028155

On (Recorded Date): 07/02/2013

At (Recorded Time): 10:32:11AM

Doc ID - 036767940009



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STATE OF LOUISIANA PARISH OF LAFAYETTE

CASH SALE

BE IT KNOWN, that on the date, at the place designated below, and before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish and State where this Cash Sale is executed, and in the presence of the undersigned competent witnesses, personally came and appeared:

DMMS VENTURES, L.L.C. (TIN: XX-XXX ______, a Louisiana limited liability company, represented by ______, S_____, as power of attorney for its Authorized Manager, Dennis J. Smith, being of the age of majority and whose mailing address 700 Kaliste Saloom Road, Lafayette, Louisiana 70508;

herein called "Seller", who does declare that for the consideration hereinafter mentioned Seller does by these presents, sell, transfer and deliver with full guarantee of title, free from all encumbrances, and with subrogation to all of Seller's rights and actions of warranty that Seller has or may have against previous owners and with all rights of prescription, both liberative and acquisitive, unto:

LYNMAR III, L.L.C. (TIN: XX-XXX ______), a Texas limited liability company, represented by its Authorized Manager, Charles Mark Franklin, being of the age of majority and whose mailing address is 4710 Old Pecan Trail, Fulshear, Texas 77441;

herein called "Purchaser", for the benefit of Purchaser, and its heirs, successors and assigns, the following described property, to-wit (hereinafter the "Property"):

That certain tract or parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E and in Section 2, T11S, R5E, Lafayette Parish, Louisiana, containing 14.000 acres, more or less, and being shown and depicted as TRACT 1 on that certain plat of survey prepared by Montagnet and Domingue, Inc., dated March 9, 2012 and revised May 24, 2012, a copy of which plat is recorded under Entry No. 2012-20601, records of Lafayette Parish, Louisiana, and made a part hereof by reference thereto, said tract having a frontage of 1,060.00 feet, more or less, on Louisiana Highway 182, by a depth between equal and parallel lines of 575.32 feet, more or less, and having such other measurements, boundaries, configurations and dimensions as are more fully shown and described on said plat of survey.

Being a port of the same property acquired by DMMS Ventures, LLC by Cash Sale from Billeaud Planters, Inc. recorded June 6, 2012 at File No. 2012-20797 of the Conveyance Records for the Clerk of Court of Lafayette Parish, Louisiana.

and

That certain tract or parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E and in Section 2, T11S, R5E, Lafayette Parish, Louisiana, containing 1.346 acres, more or less, and being shown and depicted as TRACT 1-A on that certain plat of survey prepared by Montagnet and Domingue, Inc., dated May 25, 2012, a copy of which plat is recorded under Entry No. 2012-20798, records of Lafayette Parish, Louisiana, and made a part hereof by reference thereto.

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Being the same property acquired by DMMS Ventures, LLC by Act of Transfer from Billeaud Planters, Inc., recorded June 6, 2012 at File No. 2012-20798 of the Conveyance Records for the Clerk of Court of Lafayette Parish, Louisiana.

This sale is made and accepted subject to those restrictive covenants, obligations of ownership, rights of way and easements, and all valid and existing reservations of mineral interests, royalties, mineral leases, servitudes, easements and subdivision restrictions which may be listed in the Clerk of Court Records for Lafayette Parish, but only to the extent that such restrictive covenants, obligations of ownership, rights of way and easements, reservations of mineral interests, royalties, mineral leases, servitudes, easements and subdivision restrictions remain in effect and are enforceable.

Additionally, Seller transfers to Purchaser, and subrogate the Purchaser to all rights, claims, and actions arising from defects in the Property and all component parts thereof, transferred herein, relative to the costs of repairing such defects, whether based on contract or otherwise, against any contractors, architects, engineers, laborers, suppliers of materials, and other persons providing materials and/or services that have been incorporated into and/or used in the construction or repair of the Property, and any component parts thereof transferred herein, and that Seller would have against said contractors, architects, engineers, laborers, suppliers of materials, and other persons if Seller remained the owner of the Property.

Seller warrants that all taxes assessed against the Property for 2012 and all years prior thereto, have been paid in full. The responsibility for payment of all taxes assessed against the Property for 2013 are hereby assumed by Purchaser, whose address for the purpose of property taxes and other assessments is 4710 Old Pecan Trail, Fulshear, Texas 77441, but all such taxes will be prorated between and parties as of the date of transfer of title to the Property.

PURCHASER ACKNOWLEDGES AND DECLARES THAT PURCHASER HAS INSPECTED THE PROPERTY, ALL IMPROVEMENTS LOCATED ON THE PROPERTY, AND ALL COMPONENT PARTS OF THE PROPERTY, AND THAT PURCHASER IS AWARE OF THE PROPERTY'S PRESENT CONDITION. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS HAD FULL OPPORTUNITY TO INSPECT THE PROPERTY AND TO HAVE SAME INSPECTED BY ANY CONSULTANT OF PURCHASER'S CHOOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER TAKE AND ACCEPT THE SUBJECT PROPERTY "AS IS", AND WITHOUT ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY AGAINST VICES AND DEFECTS THEREIN, WHETHER APPARENT, LATENT, OR HIDDEN OR REDHIBITORY VICES. PURCHASER EXPRESSLY WAIVES, AND SELLER EXPRESSLY DISCLAIMS, ANY IMPLIED OR STATUTORY WARRANTIES GROWING OUT OF OR CONNECTED WITH ANY VICES AND DEFECTS IN THE PROPERTY, WHETHER APPARENT, LATENT, OR HIDDEN OR REDHIBITORY VICES. PURCHASER FURTHER EXPRESSLY WAIVE ANY RIGHT FOR A RESCISSION OF THIS SALE OR REDUCTION OF THE PRICE OF THE PROPERTY AS A RESULT OF ANY SUCH VICES AND FURTHER EXPRESSLY WAIVE ANY WARRANTY OF DEFECTS, AND MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES PROVIDED FOR IN ARTICLES 2520 THROUGH 2548 OF THE LOUISIANA CIVIL CODE, AND UNDER ANY SUCCESSOR ARTICLES THERETO. EACH OF THE FOREGOING WAIVERS, RELEASES, AND DISCLAIMERS CONTAINED IN THIS PARAGRAPH SHALL BE CONSIDERED A MATERIAL AND INTEGRAL PART OF THIS TRANSACTION ENTERED INTO BETWEEN SELLER AND PURCHASER, WITHOUT WHICH SELLER WOULD NOT HAVE SOLD THE PROPERTY, AND SHALL BE BINDING ON PURCHASER'S SUCCESSORS AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF SELLER'S HEIRS, SUCCESSORS, AND ASSIGNS. PURCHASER REPRESENT AND WARRANT THAT PURCHASER HAS READ THE FOREGOING WAIVERS OF RELEASES AND DISCLAIMERS AND THAT THEY HAVE CONSULTED PURCHASER'S ATTORNEY REGARDING THE INCLUSION OF THIS PARAGRAPH IN THIS ACT OF CASH SALE.

This sale is made and accepted for and in consideration of the sum of SEVEN HUNDRED FIFTY-SIX THOUSAND AND NO/100 (\$756,000.00) DOLLARS, cash in hand paid, the receipt and adequacy of which are acknowledged by Seller.

Seller and Purchaser dispense with the production of any mortgage certificate, tax receipts or other certificates that may be required by law and the undersigned Notaries Public are released from any responsibility or liability for not producing and/or attaching same. The undersigned Notaries have not rendered, nor have they been requested to render, an opinion on the title to the Property transferred pursuant to this instrument, nor have said Notaries made any warranty or representation as to the zoning of the Property.

This Act of Cash Sale may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

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THUS DONE AND SIGNED by the parties at my office in Lafayette, Louisiana, on this day of June, 2013, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of the parties and me, Notary Public. **SELLER:** WITNESSES: DMMS VENTURES, LLC BY: Name: Title: Printed Name: Frank S. Slavich, III **Notary Public** for the Parish of Lafayette, State of Louisiana Bar Roll # 27087 Commission expires: At Death THUS DONE AND SIGNED by the parties at my office in <u>Katy</u> on this _____ day of Line, 2013, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of the parties and me, Notary Public. **PURCHASER** WITNESSES: LYNMAR III, L.L.C. Name: Charles Mark Franklin, Manager **Notary Public** for the County of Harris State of Texas Bar Roll # or Notary No: Commission expires: R.S. 22:513.1: Babineaux, Poché, Anthony & Slavich, L.L.C. - LA License No. 476400 1201 Camellia Blvd. Ste. 300

nna

342

Lafayette, LA 70508

First American Title Insurance Company of Louisiana

Frank S. Slavich, III -LA License No. 339265/Bar Roll No. 27087

CERTIFICATE

STATE OF <u>I LYAS</u>
COUNTY OF Harris
BE IT KNOWN, that on this day of, 2013, before me, Notary, and in the presence of the undersigned competent witnesses personally came and appeared:
CHARLES MARK FRANKLIN, an individual of the full age of majority domiciled in Harris County, Texas, whose mailing address is 4710 Old Pecan Trail, Fulshear, Texas 77441;
who declared that in accordance the Articles of Organization of Lynmar III, L.L.C. (the "Company"), he is the Manager of the Company; and that the following resolutions have been adopted by the members of the Company and remain in force and effect:
WHEREAS, the Company, a Texas limited liability company domiciled in Fulshear, Texas, desires to purchase from DMMS Ventures, L.L.C., certain property located at 1007 La Hwy 182, Broussard, Louisiana 70518 and described on <u>Exhibit A</u> (the "Property"), for a price of \$756,000.00.
BE IT RESOLVED, that the Company purchase the Property from DMMS Ventures, L.L.C. for a price of $$756,000.00$, payable as set forth above.
BE IT FURTHER RESOLVED, that Charles Mark Franklin, who is the Manager of the Company, be and is hereby authorized to execute for and on behalf of the Company an act of sale to acquire ownership of the above-described Property, and any and all other documents and instruments that may be necessary or appropriate to effectuate the transactions contemplated herein, and to include in all of such instruments, any terms, conditions, or provisions that he, in his uncontrolled discretion, may deem necessary to consummate the above-described transactions. Any and all actions previously taken by Steven Mark Sargent with respect to the above-described transactions are hereby ratified and confirmed.
BE IT FURTHER RESOLVED, that this Certificate will remain in full force and effect and any person may rely thereon until there is recorded in the conveyance records of Lafayette Parish, Louisiana a written notice of revocation or of change signed by Steven Mark Sargent or any successor certifying official of the Company. THUS DONE AND SIGNED in Lafayette, Louisiana on this day of
Michelle J. Habel (type or print witness name) Charles Mark Franklin, Manager of Lynmar III, L.L.C.
Lin McBeik
Kinn Me Bride (type or print witness name) KELLE ANNE CARDENAS My Commission Expires July 15, 2015
Keive Cardenas (type or print name)
NOTARY PUBLIC My Commission Expires: JULY 15, 2015
Bar Roll No. or Notary ID No.:

DAN

Exhibit A Description of the Property

That certain tract or parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E and in Section 2, T11S, R5E, Lafayette Parish, Louisiana, containing 14.000 acres, more or less, and being shown and depicted as TRACT 1 on that certain plat of survey prepared by Montagnet and Domingue, Inc., dated March 9, 2012 and revised May 24, 2012, a copy of which plat is recorded under Entry No. 2012-20601, records of Lafayette Parish, Louisiana, and made a part hereof by reference thereto, said tract having a frontage of 1,060.00 feet, more or less, on Louisiana Highway 182, by a depth between equal and parallel lines of 575.32 feet, more or less, and having such other measurements, boundaries, configurations and dimensions as are more fully shown and described on said plat of survey.

Being a port of the same property acquired by DMMS Ventures, LLC by Cash Sale from Billeaud Planters, Inc. recorded June 6, 2012 at File No. 2012-20797 of the Conveyance Records for the Clerk of Court of Lafayette Parish, Louisiana.

and

That certain tract or parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E and in Section 2, T11S, R5E, Lafayette Parish, Louisiana, containing 1.346 acres, more or less, and being shown and depicted as TRACT 1-A on that certain plat of survey prepared by Montagnet and Domingue, Inc., dated May 25, 2012, a copy of which plat is recorded under Entry No. 2012-20798, records of Lafayette Parish, Louisiana, and made a part hereof by reference thereto.

Being the same property acquired by DMMS Ventures, LLC by Act of Transfer from Billeaud Planters, Inc., recorded June 6, 2012 at File No. 2012-20798 of the Conveyance Records for the Clerk of Court of Lafayette Parish, Louisiana.

NAT

POWER OF ATTORNEY

BY: Dennis James Smith

STATE OF LOUISIANA

TO: Dennis James Smith, Jr. &/or Matthew Lee Smith

PARISH OF LAFAYETTE

BE IT KNOWN, that on this ___day of June, 2013, before me, the undersigned notary public, duly commissioned and qualified in and for the aforesaid State and Parish, and in the presence of the undersigned witnesses, personally came and appeared Dennis James Smith, a person of the full age of majority and a resident of and domiciled in the Parish of Lafayette, State of Louisiana (hereinafter referred to as "PRINCIPAL), who declared that he does by these presents make, name, ordain, constitute and appoint (EITHER) Dennis James Smith, Jr. or Matthew Lee Smith, persons of the full age of majority and residents of the Parish of Lafayette, State of Louisiana, (hereinafter referred to as "AGENT") to be his true and lawful agent and attorney-in-fact, hereby giving and granting unto said AGENT the full power and authority, for him, and in his name, place and stead, to appear on his behalf as Managing Member of DMMS Ventures, L.L.C. and to sign on behalf of Principal who is the Managing Manger of DMMS VENTURES, L.L.C., an act of cash sale for the sale of DMMS VENTURES, L.L.C.'s interest the following described property, to-wit:

That certain tract or parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E, and Section 2, T11S, R5E, Lafayette Parish, Louisiana, containing 14.00 acres, more or less, and being shown and depicted as TRACT 1 on that certain plat of survey prepared by Montagnet & Domingue, Inc. dated March 9, 2012 and revised May 24, 2012, a copy of which plat is recorded under Entry No. 2012-20601, records of Lafayette Parish, Louisiana, and made a part hereof by reference thereto; said tract having a frontage of 1,060.00 feet, more or less, on Louisiana Highway 182, by a depth between equal and parallel lines of 575.32 feet, more or less, and having such other measurements, boundaries, configurations and dimensions as are more fully shown and described on said plat of survey.

AND

That certain tract or parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E, and Section 2, T11S, R5E, Lafayette Parish, Louisiana, containing 1.346 acres, more or less, and being shown and depicted as TRACT 1-A on that certain plat of survey prepared by Montagnet & Domingue, Inc. dated May 25, 2012, a copy of which plat is recorded under Entry No. 2012-20798, records of Lafayette Parish, Louisiana, and made a part hereof by reference thereto.

LESS & EXCEPT:

Oil, gas, sulphur and other minerals and mineral rights of every kind, located in, under, upon or attributable to TRACT 1 &TRACT 1-A above; however, this mineral reservation shall not include the right to use the surface of the subject property for any mineral exploration, development or production as was reserved by Billeaud Planters, Inc. in Act #2012-20797 ߜ-20798, records of Lafayette Parish, Louisiana.

Being the same property acquired by DMMS Ventures, LLC from Billeaud Planters, Inc. by Act of Cash Sale recorded under Entry #2012-20797 and Act of Transfer (Mineral Reservation) recorded under Entry #2012-20798, records of Lafayette Parish, Louisiana.

Said AGENT is authorized to agree to sell and/or to sell said property for the total sum of SEVEN HUNDRED SIXTY-FIVE THOUSAND and 00/100 (\$765,000.00) DOLLARS, (and to thereafter receive said sum therefor in payment of any sale on behalf of Principal less appropriate deductions in the ordinary course of a commercial real estate transaction) and on such other terms and conditions as AGENT in his sole discretion may deem appropriate and proper.

Said AGENT is further authorized to sign all papers, documents and acts necessary to sell the said interest in the hereinabove described property, and to do any and all things the said AGENT, in his sole discretion, deems necessary or proper in connection therewith, including the execution of any and all legal forms associated with said sale.

PRINCIPAL further declares that he hereby gives and grants unto said AGENT the complete power to perform any and all acts necessary and proper in the premises as fully as

PRINCIPAL could do were he personally present and acting for himself.

THUS DONE AND PASSED on the day of June, 2013, in the presence of appearers, the undersigned competent witnesses, and me, Notary, after due reading of the whole. WITNESSES: Christine Albarado Dennis J. Smith, PRINCIPAL NOTARY PUBLIC THEODORE G. EDWARDS, IV Bar Roll #18195 Commission expires: with life Accepted this 27" day of _______, 2013 at Lafayette, Louisiana. WITNESSES: Dennis James Smith, NOTARY PUBLIC OFFICIAL S THEODORE G. EL Print Notary's name & # NOTARY ID # NOTARY PUBLIC. A Commission expires: with life ENTIRE STATE OF COMMISSIONE WITNESSES: Matthew Lee Smith, AGENT NOTARY PUBLIC

> Print Notary's name & # Commission expires: with life

> > OTAR

OFFICIAL SEAL THEODORE G. EDWARDS, IV NOTARY ID # 18195
NOTARY PUBLIC, ATTORNEY
ENTIRE STATE OF LOUISIANA
COMMISSIONED FOR LIFE

Lafayette Parish Recording Page

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

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BILLEAUD PLANTERS INC

First VENDEE

SUGARCREST LLC

Index Type:

Conveyances

File Number: 2013-00031521

Type of Document: Conveyance

Recording Pages:

7

Recorded Information

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

Clerk of Court

S-3152 PABINET

On (Recorded Date): 07/25/2013

At (Recorded Time): 11:59:08AM

Doc ID - 036812670007

ACT OF CONVEYANCE

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this 23 day of July, 2013, before me, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforesaid State and Parish, and in the presence of the undersigned competent witnesses, personally came and appeared:

BILLEAUD PLANTERS, INC. (TIN a corporation duly organized, validly existing and in good standing under the laws of the State of Louisiana, authorized to do and doing business the State of Louisiana, whose mailing address is Post Office Box 98, Broussard, Louisiana 70518, appearing herein by and through James L. Plumley, Jr., its duly authorized President, pursuant to the authority evidenced by the certified instrument attached hereto and made a part hereof;

(hereinafter referred to as "<u>Vendor</u>"), who declared that for the consideration hereinafter mentioned, Vendor does by these presents sell, transfer, convey, assign, set over, abandon and deliver, with full guarantee of title and free from all encumbrances, and with subrogation to all its rights and actions of warranty against previous owners unto:

SUGARCREST, L.L.C. (TIN: APPLIED FOR), a limited liability company duly organized, validly existing and in good standing under the laws of the State of Louisiana, domiciled in Lafayette Parish, Louisiana, whose mailing address is Post Office Box 98, Broussard, Louisiana 70581, appearing herein by and through Billeaud Planters, Inc., its sole Manager

(hereinafter referred to as "<u>Vendee</u>"), here present, accepting and acquiring for itself, its successors and assigns, and acknowledging delivery and possession thereof, the immovable property more fully described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "<u>Property</u>").

PLAT
SEE BLAT FILING CABINET
31521

Vendor reserves unto itself, its successors and assigns, all oil, gas and other minerals lying in, on or below the Property, provided, however, that it shall not be entitled to conduct any operations upon the surface of the Property for the exploration, extraction, discovery or production of any oil, gas or other minerals and agree that any such operations shall be conducted by offsite operations, such as directional drilling, unless consent to surface operations is expressly given in writing by Vendee, its successors or assigns.

This sale is made and accepted subject to the restrictive covenants, easements, mineral reservations, mineral leases and obligations of ownership, etc., affecting the Property in the records of the Parishes of Lafayette and St. Martin, Louisiana.

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

All taxes assessed against the Property for the years 2010, 2011 and 2012 have been paid. The payment of all taxes assessed against the Property for the year 2013 shall be assumed by Vendee.

This transfer of the Property is made by Vendor and accepted by Vendee as an additional contribution by Vendor to the capital of Sugarcrest, L.L.C. (Vendee herein), the receipt of which Vendee acknowledges.

[The remainder of this page intentionally left blank; signature page immediately follows.]

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

WITNESSES:

BILLEAUD PLANTERS, INC.

James L. Plumley, Jr.

President

SUGARCREST, L.L.C.

By: Billeaud Planters, Inc.,

Manager

James L. Plumley, Jr.

President

JOHN E. CASTLE, JR. (Bar Roll # 4034)

NOTARY PUBLIC

JOHN E. CASTLE, JR. NOTARY PUBLIC AFAYETTE PARISH. LOUISIANA BAR ROLL NO. 4034

EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY

That certain tract or parcel of land containing approximately 169.946 acres, lying and being located in Section 34 and Section 35, Township 10 South, Range 5 East, and Section 2, Township 11 South, Range 5 East, SWD, Parish of Lafayette and Parish of St. Martin, State of Louisiana, being more fully shown and described on that certain plat of survey prepared by Aldon A. LeBlanc, R.E. and P.L.S. dated October 12, 1998, a copy of which is attached hereto and made a part hereof.

LESS AND EXCEPT the two (2) following described tracts of land, to wit:

That certain tract of parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E and in Section 2, T11S, R5E, Lafayette Parish, Louisiana, containing 14.000 acres, more or less, and being shown and depicted as TRACT 1 on that certain plat of survey prepared by Montagnet and Domingue, Inc. dated March 9, 2012 and revised May 24, 2012, a copy of which is recorded under File No. 2012-20601 of the records of Lafayette Parish, Louisiana.

Being the same property conveyed by Billeaud Planters, Inc. to DIMMS Ventures, L.L.C. by that certain act of Cash Sale dated June 5, 2012 recorded under File No. 2012-00020797 of the records of Lafayette Parish, Louisiana, and recorded in the records of St. Martin Parish, Louisiana.

AND

That certain tract of parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E and in Section 2,T11S, R5E, Lafayette Parish, Louisiana, containing 1.346 acres, more or less, and being shown and depicted as TRACT 1-A on that certain plat of survey prepared by Montagnet and Domingue, Inc. dated May 25, 2012, a copy of which is recorded under File No. 2012-00020798 of the records of Lafayette Parish, Louisiana.

Being the same property conveyed by Billeaud Planters, Inc. to DIMMS Ventures, L.L.C. by that certain act of Cash Sale dated June 5, 2012 recorded under File No. 2012-00020798 of the records of Lafayette Parish, Louisiana, and recorded in the records of St. Martin Parish, Louisiana.

EXCERPT FROM THE MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF BILLEAUD PLANTERS, INC.

BE IT RESOLVED, that James L. Plumley, Jr., the duly authorized President of the Corporation, be and he is hereby authorized, directed and empowered for and on behalf of the Corporation to execute an Act of Conveyance wherein the Corporation will transfer all of its right, title and interest in the property more fully described on Exhibit "A" attached hereto and made a part hereof to the capital of Sugarcrest, L.L.C.; such Act of Conveyance to contain such terms and conditions which he, in his sole and uncontrolled discretion, deems necessary and proper and to do any and all other things which he, in his sole and uncontrolled discretion, deems necessary and proper to accomplish the intent and purpose of this resolution.

BE IT FURTHER RESOLVED, That the actions of James L. Plumley, Jr., the duly authorized President of the Corporation, regarding the negotiations and terms of all matters as herein set forth, including any and all terms relating thereto and any ancillary documents related thereto, are hereby formally approved, ratified and confirmed as the acts and deeds of the Corporation.

I do hereby further certify that the foregoing resolutions are still in full force and effect, and not in conflict with any provisions of the Articles of Incorporation or By-Laws of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of July, 2013.

PAUL R. BILLEAUD, Secretary

EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY

That certain tract or parcel of land containing approximately 169.946 acres, lying and being located in Section 34 and Section 35, Township 10 South, Range 5 East, and Section 2, Township 11 South, Range 5 East, SWD, Parish of Lafayette and Parish of St. Martin, State of Louisiana, being more fully shown and described on that certain plat of survey prepared by Aldon A. LeBlanc, R.E. and P.L.S. dated October 12, 1998.

LESS AND EXCEPT the two (2) following described tracts of land, to wit:

That certain tract of parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E and in Section 2, T11S, R5E, Lafayette Parish, Louisiana, containing 14.000 acres, more or less, and being shown and depicted as TRACT 1 on that certain plat of survey prepared by Montagnet and Domingue, Inc. dated March 9, 2012 and revised May 24, 2012, a copy of which is recorded under File No. 2012-20601 of the records of Lafayette Parish, Louisiana.

Being the same property conveyed by Billeaud Planters, Inc. to DIMMS Ventures, L.L.C. by that certain act of Cash Sale dated June 5, 2012 recorded under File No. 2012-00020797 of the records of Lafayette Parish, Louisiana, and recorded in the records of St. Martin Parish, Louisiana.

AND

That certain tract of parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E and in Section 2,T11S, R5E, Lafayette Parish, Louisiana, containing 1.346 acres, more or less, and being shown and depicted as TRACT 1-A on that certain plat of survey prepared by Montagnet and Domingue, Inc. dated May 25, 2012, a copy of which is recorded under File No. 2012-00020798 of the records of Lafayette Parish, Louisiana.

Being the same property conveyed by Billeaud Planters, Inc. to DIMMS Ventures, L.L.C. by that certain act of Cash Sale dated June 5, 2012 recorded under File No. 2012-00020798 of the records of Lafayette Parish, Louisiana, and recorded in the records of St. Martin Parish, Louisiana.

Lafayette Parish Recording Page

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

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LYNMAR III LLC

First VENDEE

ENTERGY GULF STATES LOUISIANA LLC

Index Type: Conveyances

File Number : 2014-00012804

Type of Document: Right Of Way

Recording Pages:

3

Recorded Information

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

Clerk of Court

On (Recorded Date): 04/14/2014

At (Recorded Time): 10:04:23AM

Doc ID - 037469880003



PARISH OF LAFAYETTE

CEA# C6PC849020

WR# 82040707375

RIGHT-OF-WAY INSTRUMENT ENTERGY GULF STATES LOUISIANA, LLC

KNOW ALL MEN BY THESE PRESENTS THAT: LYNMAR III, L.L.C., herein represented by its duly authorized President, LYNNE FRANKLIN, Grantor(s), whose permanent mailing address is 4710 Old Pecan Trail, Fulshear, Texas 77441, 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, 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 Gulf States Louisiana, L.L.C., and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement for overhead 30 feet in width and underground 15 feet in width 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 Lafayette, State of Louisiana described as follows, to-wit:

A certain tract or parcel of land Situated in Section 34 and 35, Township 10 South, Range 5 East and Section 2, Township 11 South, Range 5 East

Also known as TRACT 1 on that certain Plat of survey prepared by Montagnet and Domingue, inc., dated March 9, 2012 and revised May 24, 2012, Entry No. 2012-20601, records of Lafayette Parish, Louisiana

The location of the right of way and servitude herein granted is more clearly shown, indicated or delineated in red on a sketch, a copy of which is attached hereto and made a part hereof, together with the right of ingress and egress to and from 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.

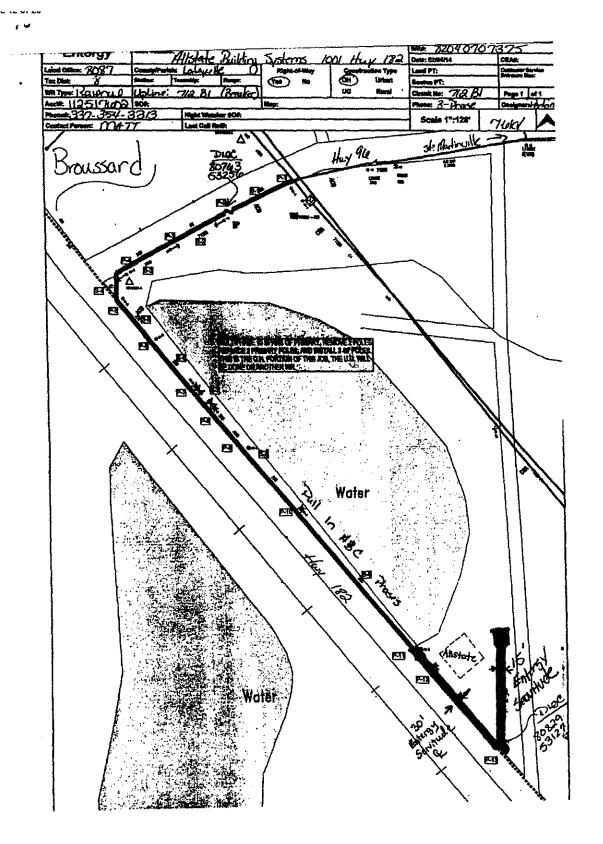
Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which the Grantee considers a hazard to any of its electric 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, I (we) hereto set my (our) hand, 2014, in presence of two competent with	
(Sign) Kim MBOSE (Frint Name) Kim MBOSE (Sign) MOULTPY (1944)	GRANTOR: LYNMAR III, LL.C. By: TOMAL LYNNE FRANKLIN, President
(Print Name) MICHETEU-HADE)	KNOWLEDGMENT
STATE OF TEXAS PARISH/COUNTY OF HALLIS	
who being may aworn' and debose and say may neverte six	ally came and appeared (WITNESS) KIM MCBRIDE med the foregoing instrument AS A WITNESS in the presence of Grantor, as presence, each signing in the presence of all the others, and that all of said APPEARING WITNESS SIGNATURE
Sworn to and subscribe	ed before me this 10 day of MARCH, 2014.
Kelle	CARDENAS Notary Public ID#

Print or Type

KELLIE ANNE CARDENAS My Commission Expires July 15, 2015



Lafayette Parish Recording Page

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

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BILLEAUD PLANTERS INC

First VENDEE

LYNMAR III LLC

Index Type:

Conveyances

Type of Document : Servitude

Recording Pages:

8

Recorded Information

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

Clerk of Court

File Number: 2014-00026377

On (Recorded Date): 07/16/2014

At (Recorded Time): 9:41:34AM

Doc ID - 037746730008



PRIVATE PREDIAL SERVITUDES

(Lynmar III)

BE IT KNOWN, that effective the _______day of _________, 2014, before us, the undersigned Notaries Public, duly commissioned and qualified as such in and for the respective Parish/County and States, and in the presence of the undersigned competent witnesses, personally came and appeared:

Billeaud Planters, Inc., ("Grantor") represented herein by James L. Plumley, Jr., its duly authorized President, and

Lynmar III, L.L.C. ("Lynmar"), represented by its duly authorized Manager, Charles Mark Franklin;

who, after being first duly swom, did depose and declare that:

Lynmar owns the property more fully described in Exhibit A attached hereto (the "Lynmar Property").

Grantor owns the property adjacent to the Lynmar Property (the "Billeaud Property") more fully described in Exhibit B attached hereto.

Grantor, as the owner of the Billeaud Property, does by these presents, create and establish in favor of Lynmar, and its successors and assigns, the rights of way, and drainage servitudes (collectively, the "Servitudes") described on the survey and shown on the plat attached hereto and made a part hereof as Exhibit C.

Grantor grants a private, non-exclusive predial servitude(s) in favor of Lynmar, its successors and assigns, to use the Servitudes, and in connection therewith agrees that Lynmar, and its successors and assigns, shall have the right, but not the obligation, to access the Servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving or otherwise operating any and all drainage facilities and other improvements, and in connection therewith, within the confines of the Servitudes, Lynmar shall have right to clear brush, trees and other items or obstacles as may interfere with the free use of the Servitudes; construct drainage facilities; remove all obstacles which would hamper or preclude the exercise of the Servitudes; and otherwise have full access for the purpose of utilizing and maintaining the Servitudes and any improvements hereafter or heretofore constructed therein, or thereon; provided, however, nothing contained herein shall obligate Lynmar to construct, repair, maintain, upgrade, improve or operate any of the improvements within the Servitudes.

In connection with the exercise of the use of the Servitudes created hereby, Lynmar, and its successors and assigns, shall have such access as is appropriate or reasonably necessary, both within and without the actual confines of the Servitudes, as same are described and shown on said Exhibits, to access the Servitudes in order to maintain same, improve same, construct appropriate improvements, structures and appurtenances with regard thereto, in accordance with the relevant provisions of the Louisiana Civil Code, and in particular Article 745 thereof.

The purpose of this act is to grant to Lynmar, and its successors and assigns, the Servitudes as reflected on the attached Exhibits as needed for the development of drainage facilities on the Billeaud Property and to provide for the use and enjoyment of same by Lynmar and its successors and assigns. The Servitudes shall be subject to full use by Lynmar, and its successors and assigns, for the purposes for which they are intended.

In addition to the Servitudes herein granted, Grantor hereby grants to Lynmar, at Lynmar's cost, the right to use temporary right-of-way workspace during construction of the drainage facilities as described and depicted on Exhibit C, attached hereto (the "Temporary Work Space"). This Temporary Work Space shall terminate one hundred eighty (180) days, unless extended by Force Majeure, from the date construction of the drainage facilities begins on the Billeaud Property.

Lynmar will indemnify, defend and hold Grantor harmless from and against any and all claims, expenses, liabilities, loss, damage and costs, including reasonable attorneys' fees, and any actions or proceedings in connection therewith, incurred in connection with, arising from, due to or as a result of the death of any person or any accident, injury, loss or damage, to any person or property on or about the land burdened with the Servitudes and Temporary Work Space, arising out of the gross negligence or willful misconduct of Lynmar or by any of Lynmar's employees, agents, or other person for whom Lynmar is responsible.

Nothing herein contained will be deemed to be a gift or dedication of any portion of the Billeaud Property or the Servitudes to the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement will be strictly limited to and for the purposes herein expressed.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(SIGNATURES APPEAR ON NEXT PAGE).

on the 4 day of 1/4, before me, Notary, and in the witnesses, after due reading of the whole.
BILLEAUD PLANTERS, INC. By: James L. Plumley, Jr., President
NOTARY PUBLIC, NOTARY PUBLIC, NOTARY PUBLIC, LAFAYETTE PARISH, LOUISIANA BAR ROLL NO. 4034 Notary/Bar Roll No. My Commission Expires: Upon
on theday of, 2014, before me, Notary, competent witnesses, after due reading of the whole.
LYNMAR III, L.L.C.
By: Charles Mark Franklin, Manager

NOTARY PUBLIC, Notary/Bar Roll No. My Commission Expires: Upon Death

Exhibit A – Legal Description of Lynmar Property Exhibit B – Legal Description of Billeaud Property Exhibit C – Survey Plat

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THUS DONE AND PASSED on the day of 2014, before me, Notary, and in the presence of the undersigned competent witnesses, after due reading of the whole.
Point Name Eablit S. WAKETIEN BILLEAUD PLANTERS, INC. By: June L. Piumley, Jr., Fresident
Print Name: WANDAM. MENARD
Print Name: Notary Apar Roll No. My Commission Expires: Upon
THUS DONE AND PASSED on the 4 day of July, 2014, before me, Notary, and in the presence of the undersigned competent witnesses, after due reading of the whole.
WITNESS: LYNMAR III, L.L.C. By: Charles Mark Franklin, Manager Charles Mark Franklin, Manager
Melina Kasper Print Name: Melissa Kasper
Print Name: Notary/Bar Roll No. My Commission Expires: Upon Death Notary 28, 2018

Exhibit A — Legal Description of Lynmar Property Exhibit B — Legal Description of Bilicaud Property Exhibit C — Survey Plat

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EXHIBIT A Legal Description of Billeaud Property

That certain tract or parcel of ground, situated in Sections 34 and 35, T10S, R5E and in Section 2, T11S, R5E, Lafayette Parish, Louisiana, shown and identified as "Remaining 155.58 acres, Billeaud Planters, Inc., P. O. Box 96, Broussard, LA 70518" on that certain plat of survey prepared by Montagnet and Domingue, Inc., dated May 24, 2012, a copy of which plat is recorded under Entry No. 2012-20601, records of Lafayette Parish, Louisiana, and made a part hereof by reference thereto.

Less and Except: That certain tract or parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E and in Section 2, T11S, R5E, Lafayette Parish, Louisiana, containing 1.346 acres, more or less, and being shown and depicted as TRACT 1-A on that certain plat of survey prepared by Montagnet and Domingue, Inc., dated May 25, 2012, a copy of which plat is recorded under Entry No. 2012-20798, records of Lafayette Parish, Louisiana, and made a part hereof by reference thereto.

EXHIBIT B Legal Description of Lynmar Property

That certain tract or parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E and in Section 2, T11S, R5E, Lafayette Parish, Louisiana, containing 14.000 acres, more or less, and being shown and depicted as TRACT 1 on that certain plat of survey prepared by Montagnet and Domingue, Inc., dated March 9, 2012 and revised May 24, 2012, a copy of which plat is recorded under Entry No. 2012-20601, records of Lafayette Parish, Louisiana, and made a part hereof by reference thereto, said tract having a frontage of 1,060.00 feet, more or less, on Louisiana Highway 182, by a depth between equal and parallel lines of 575.32 feet, more or less, and having such other measurements, boundaries, configurations and dimensions as are more fully shown and described on said plat of survey.

Being a part of the same property acquired by DMMS Ventures, LLC by Cash Sale from Billeaud Planters, Inc. recorded June 6, 2012 at File No. 2012-20797 of the Conveyance Records for the Clerk of Court of Lafayette Parish, Louisiana.

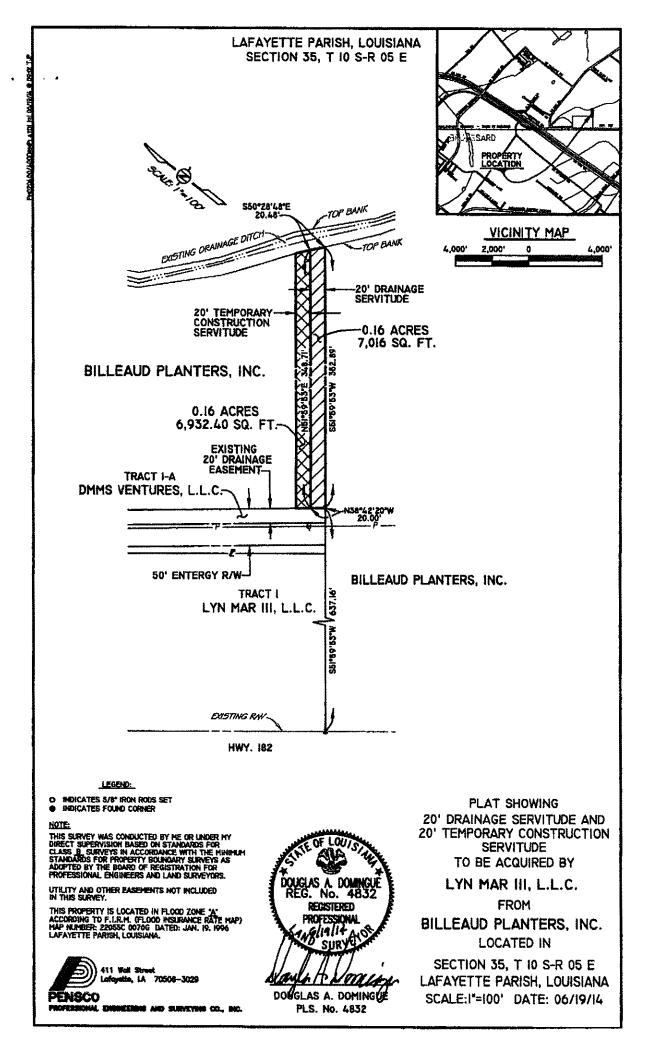
and

That certain tract or parcel of ground, together with all buildings and improvements and the component parts thereof, situated in Sections 34 and 35, T10S, R5E and in Section 2, T11S, R5E, Lafayette Parish, Louisiana, containing 1.346 acres, more or less, and being shown and depicted as TRACT 1-A on that certain plat of survey prepared by Montagnet and Domingue, Inc., dated May 25, 2012, a copy of which plat is recorded under Entry No. 2012-20798, records of Lafayette Parish, Louisiana, and made a part hereof by reference thereto.

Being the same property acquired by DMMS Ventures, LLC by Act of Transfer from Billeaud Planters, Inc., recorded June 6, 2012 at File No. 2012-20798 of the Conveyance Records for the Clerk of Court of Lafayette Parish, Louisiana.

EXHIBIT C Survey and Plat

[Attached]



. 490 - 1 01 -0

Lafayette Parish Recording Page

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

First	VEN	IDOR
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LYNMAR III LLC

First VENDEE

BROUSSARD CITY OF

Index Type: CONVEYANCES

Type of Document : SERVITUDE

Recording Pages:

3

Recorded Information

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

Clerk of Court

On (Recorded Date): 10/13/2016

At (Recorded Time): 11:25:39AM

Doc ID - 039556320003



COPY
This is not an original document and cannot be certified as an original

File Number: 2016-00038875

Servitude

COPY

From Lynmar III, LLC

This is not an original document and cannot be certified as an original

To the City of Broussard and/or the public

State of Louisiana Parish of Lafayette

BEFORE ME, the undersigned Notary, we the undersigned appeared on the below date, and stated that they are the owners of the property as described per Exhibit "A" attached hereto and made a part hereof;

Further, the grantor herein, does create servitude of utility over and through the grantor's property herein per Exhibit "A", and outlined in red, to the City of Broussard and/or the public:

Further, the grantor herein dedicates a width of thirty feet (30') for the initial construction to revert to a width of fifteen feet (15') after construction, with the right to enter on and to the described property to claim and otherwise maintain, all as indicated per Exhibit "A" and outlined in red.

The City or the public shall at all times maintain the servitude in good order and condition and the owner or his assigns shall not obstruct or interfere with said servitude or right of way, nor will hinder the maintenance of said servitude.

Thus done on this <u>xiith</u> day of <u>september</u>, <u>Will</u> before the undersigned notary and witnesses.

Witness for all: Owner(s): APRIL CASH (Notary Public) Notary Public. State of Te Lywed Mick My Commission Expire January 28, 2018 Before the, undersigned Notary Public, personally appeared Franklin who being by me duly sworn, stated that Kim Mc Barle of Me light (he/she) was a witness to the signature of the above <u>Seevitude</u> and then he/she/they signed of their free act and deed.

(witness)

(Notary Public)

