

Exhibit 6B-Avoyelles Parish Port-Encumbrances

(6)

expired - 2014

Avoyelles Parish Port-Encumbrances

Avoyelles Parish Recording Page

Samuel G. Couvillon
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312 N. Main
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Received From :

PUCHEU, PUCHEU, & ROBINSON, LLP
P O BOX 1109
EUNICE, LA 70535-1109

First VENDOR

JOFFRION, BUSH D

First VENDEE

ANDRE LAND AND CATTLE

Index Type : Conveyances

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Type of Document : Cash Deed

Book : 502 **Page :** 185

Recording Pages : 17

Recorded Information

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

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STATE OF LOUISIANA
PARISH OF ST. LANDRY

* CASH SALE
AND
* ASSIGNMENT OF FARM LEASE

BE IT KNOWN, That on the dates, at the places and in the presence of the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses hereinafter named and undersigned, personally came and appeared:

BUSH D. JOFFRION (S.S. No. [redacted]) a single male of the full age of majority, a resident of Baton Rouge, East Baton Rouge Parish, Louisiana, whose address is c/o Smith Barney, 8550 United Plaza Blvd., Suite 101, Baton Rouge, Louisiana 70809,

WILBUR F. JOFFRION (S.S. No. [redacted]) and **MARIE LOUISE GRACE JOFFRION** (S.S. No. [redacted]) husband and wife, residents of Baton Rouge, East Baton Rouge Parish, Louisiana, whose address is 3875 Churchill Avenue, Baton Rouge, Louisiana 70808-1616,

and

HOPE JOFFRION McCOLLAM (S.S. No. [redacted]) and **WILLIAM MCCOLLAM, JR.** (S.S. No. [redacted]) husband and wife, residents of New Orleans, Orleans Parish, Louisiana, whose address is 1315 Webster Street, New Orleans, Louisiana 70118,

hereinafter designated as "vendors", who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendors do by these presents grant, bargain, sell, convey, transfer, assign and set over with full guaranty against all troubles, debts, mortgages, claims, evictions, donations, alienations or other encumbrances whatsoever and with subrogation to all right and actions of warranty against all previous owners and with full guaranty of title unto:

ANDRE LAND & CATTLE, A LOUISIANA GENERAL PARTNERSHIP, a certified copy of whose Articles of Partnership are attached hereto and made a part hereof, represented herein by its duly authorized managing partner, **Jacques Andre Soileau**, whose mailing address is 110 Rue Normandie, Eunice, Louisiana 70535.

hereinafter designated as "purchasers", here present, accepting and purchasing and acknowledging delivery and possession of the following described property, to-wit:

A certain tract or parcel of ground, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, containing 758.93 acres, situated in Sections 13, 23 and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana, all as will be shown on a certain map of survey entitled, "This survey is of Tract 1 (758.93 acres), Tract 2 (31.77 acres) and Tract 3 (183.77 acres) located in Sections 13, 23 and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana" prepared by James W. Townsend, C.E., P.L.S., dated December 19, 2003, a copy of which is attached hereto and made a part hereof, and being more particularly described as follows: Commencing at the southeast corner of Section 23, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana, which is the point of beginning (P.O.B. 1) of the land to be described, thence North 89° 56' 38" West a distance of 2635.57 feet; thence North 1° 58' 52" East a distance of 1178.73 feet; thence North 3° 24' 26" West a distance of 2264.33 feet; thence North 2° 44' 36" East a distance of 319.99 feet; thence North 7° 17' 29" East a distance of 310.70 feet; thence North 88° 28'

Forrau, Pothier & Robinson, LLP
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43" West a distance of 492.25 feet; thence North 00° 37' 46" West a distance of 1261.34 feet; thence South 89° 52' 03" East a distance of 1873.18 feet; thence South 00° 01' 30" East a distance of 1312.25 feet; thence South 89° 58' 43" East a distance of 1319.77 feet; thence South 00° 00' 38" East a distance of 1319.85 feet; thence North 89° 16' 39" East a distance of 1320.39 feet; thence North 00° 02' 21" East a distance of 1319.88 feet; thence continuing North 00° 02' 21" East a distance of 1319.88 feet; thence South 89° 29' 01" West a distance of 1321.39 feet; thence North 00° 18' 11" West a distance of 22.69 feet; thence continuing North 00° 18' 11" West a distance of 1290.42 feet; thence North 89° 58' 04" East a distance of 302.29 feet; thence continuing North 89° 58' 04" East a distance of 1376.50 feet; thence South 89° 15' 03" East a distance of 201.00 feet; thence South 88° 09' 09" East a distance of 744.22 feet; thence North 89° 24' 16" East a distance of 1096.69 feet; thence South 0° 22' 25" East along the west right of way of Louisiana Highway No. 105 a distance of 1253.69 feet; thence North 89° 28' 09" West a distance of 514.65 feet; thence South 30° 25' 31" West a distance of 236.84 feet; thence South 50° 49' 22" West a distance of 255.32 feet; thence South 35° 00' 38" West a distance of 396.50 feet; thence South 48° 07' 33" West a distance of 179.39 feet; thence South 26° 36' 31" West a distance of 254.33 feet; thence South 15° 17' 39" West a distance of 323.91 feet; thence South 89° 59' 46" East a distance of 1394.69 feet; thence South 00° 09' 50" West along the west right of way of Louisiana Highway 105 a distance of 4054.70 feet; thence North 89° 56' 16" West a distance of 3725.60 feet to the point of beginning (P.O.B. 1); said tract of land being bounded, now or formerly, as follows: North by properties belonging to William Anderson, Arthur Jones, Ms. George Guice, Alvin Bains, et al, and Leon Coco, Jr.; South by property belonging to Martin Gaspard; East by Louisiana Highway No. 105 and Kirkwood Plantation (Tract 2 of said survey); and West by Kirkwood Plantation (Tract 3 of said survey); and being the same property which Bush D. Joffrion, Wilbur F. Joffrion, Marie Louise Grace Joffrion, Hope Joffrion McCollam and William McCollam, Jr. acquired from Mrs. Hope Flower Joffrion by Act of Cash Sale dated December 31, 1970, recorded in Conveyance Book A-241, Page 850, as Original Act No. 240573, Clerk of Court Records, Avoyelles Parish, Louisiana.

This sale is made and accepted for and in consideration of the price and sum of **NINE**

HUNDRED TWENTY THOUSAND EIGHT AND 25/100 (\$920,008.25) DOLLARS, cash in

hand paid, the receipt whereof is hereby acknowledged, and full acquittance and discharge granted thereof. The purchase price is itemized as follows, to-wit:

\$777,903.25 for the purchase of the land and improvements

\$142,105.00 for the purchase of the plant cane and stubble cane

Purchaser agrees that it has inspected the premises and waives any and all warranties of fitness or guarantee, known or unknown, against the redhibitory vices applied in Louisiana by operation of law, more specifically that warranty imposed by Civil Code Article 2476 and 2520 or other applicable law. Purchaser fully understands this restrictive warranty and the consequences thereof and agrees to be bound thereby.

Vendors herein reserve unto themselves, their heirs, successors and/or assigns, one-half (1/2) of the oil, gas and other minerals in, under and that may be produced and saved from the

hereinaabove described property. Vendors warrant that they are the owners of 100% of the

Patrice P. Rubin, L.L.P.
Attorneys at Law
104 First Avenue
Baton Rouge, Louisiana
70801-1103
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Fax: (225) 451-9888

minerals on said tract and that, as a result of the execution of this sale, Vendors and Vendee shall each own 50% of the oil, gas and other minerals on the land herein conveyed.

If at this time Vendors own less than 100% of the oil, gas and other minerals in the land herein conveyed, they transfer by this sale to Vendee for the consideration set out herein no less than a one-half (1/2) mineral interest in all oil, gas and other minerals on said property and, in that event, Vendors agree that their reservation shall only allow them to retain whatever proportion of minerals that remain after transferring unto Vendee 50% of said minerals.

The property herein conveyed is sold subject to the following:

1. Flowage easement in favor of United States of America, filed November 8, 1940, Clerk of Court Records, Avoyelles Parish, Louisiana.
2. Resolution of appropriation by Red River, Atchafalaya and Bayou Boeuf Levee District dated August 16, 1938, Clerk of Court Records, Avoyelles Parish, Louisiana.
3. Right-of-way executed by Hope Flower Joffrion, et al in favor of Louisiana Rural Electric Corporation dated August 11, 1960, recorded in Conveyance Book A-188, Page 166, as Original Act No. 181244, Clerk of Court Records, Avoyelles Parish, Louisiana.
4. Right-of-way executed by Hope F. Joffrion in favor of Central Louisiana Telephone Company dated September 9, 1981, recorded in Conveyance Book A-317, Page 614, as Original Act No. 81-6382, Clerk of Court Records, Avoyelles Parish, Louisiana.

The property herein conveyed is sold subject to a certain Farm Lease/ Security Agreement from Wilbur F. Joffrion, Marie Louise Grace Joffrion, Hope Flower Joffrion McCollam, William McCollam, Jr. and Bush Davidson Joffrion to John Goode Farms dated February 27, 2004 recorded in Conveyance Book 497, Page 626, as Original Act No. 2004-1735 Clerk of Court Records, Avoyelles Parish, Louisiana, with regard to the 2004 crop year. Vendors herein shall retain all crop rentals applicable to the 2003 crop year. This sale also includes all plant cane and stubble cane on the property herein conveyed which Vendors purchased from Sidney S. Gauthier and Donna Dufour Gauthier as part of Vendors' obligations under a Farm Lease for the year 2003.

Vendors hereby assign all rights and obligations under the above referred to Farm Lease/Security Agreement to John Goode Farms unto Vendee and Vendee accepts said obligation, agreeing to hold Vendors harmless from any and all liability under said Lease.

Vendors and Purchaser agree that all U.S.D.A. crop bases owned by Vendors shall be assigned to the property herein conveyed and no crop base with regard to "Kirkwood Plantation"

Pudreau Poirier & Poirier, L.L.P.
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108 Park Avenue
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Fax: (504) 637-4688

or on land shown on the attached survey shall be retained by Vendors, subject to the approval by the United States Department of Agriculture, Farm Service Agency.

The 2004 property taxes shall be pro-rated as of the date of this sale.

THUS DONE AND SIGNED by appearers **BUSH D. JOFFRION, WILBUR F. JOFFRION, MARIE LOUISE GRACE JOFFRION and ANDRE LAND & CATTLE, A LOUISIANA GENERAL PARTNERSHIP**, at my office in Eunice, St. Landry Parish, Louisiana on the 11th day of March, 2004, in the presence of the undersigned competent witnesses, who

have signed with appearers, and me, Notary, after reading the whole.

WITNESSES:

[Signature]
[Signature]

[Signature]
Bush D. Joffrion
[Signature]
William F. Joffrion
Wilbur F. Joffrion

[Signature]
Marie Louise Grace Joffrion
Marie Louise Grace Joffrion

ANDRE LAND & CATTLE,
A LOUISIANA GENERAL PARTNERSHIP

BY: [Signature]
Jacques Andre Soileau, Manager

[Signature]
NOTARY PUBLIC
JACQUE B. PUGHEU, JR.

THUS DONE AND SIGNED by appearers, **HOPE JOFFRION McCOLLAM and WILLIAM McCOLLAM, JR.**, at my office in New Orleans, Orleans Parish, Louisiana, on the ___ day of March, 2004, in the presence of the undersigned competent witnesses, who have

signed with appearers, and me, Notary, after reading the whole.

WITNESSES:

Hope Joffrion McCollam

William McCollam, Jr.

NOTARY PUBLIC

Purcell, Pugh & Robinson, L.L.P.
Attorneys at Law
106 Park Avenue
P O Box 1109
Eunice, Louisiana
70535-1109
Telephone: (337) 452-3975
Fax: (337) 451-4669

The 2004 property taxes shall be pro-rated as of the date of this sale.

THUS DONE AND SIGNED by appearers **BUSH D. JOFFRION, WILBUR F. JOFFRION, MARIE LOUISE GRACE JOFFRION and ANDRE LAND & CATTLE, A LOUISIANA GENERAL PARTNERSHIP**, at my office in Eunice, St. Landry Parish, Louisiana on the ____ day of March, 2004, in the presence of the undersigned competent witnesses, who have signed with appearers, and me, Notary, after reading the whole.

WITNESSES:

Bush D. Joffrion
Bush D. Joffrion

Wilbur F. Joffrion

Marie Louise Grace Joffrion
**ANDRE LAND & CATTLE,
A LOUISIANA GENERAL PARTNERSHIP**

BY: _____
Jacques Andre Soileau, Manager

NOTARY PUBLIC

THUS DONE AND SIGNED by appearers, **HOPE JOFFRION McCOLLAM and WILLIAM McCOLLAM, JR.**, at my office in New Orleans, Orleans Parish, Louisiana, on the 4th day of March, 2004, in the presence of the undersigned competent witnesses, who have signed with appearers, and me, Notary, after reading the whole.

WITNESSES:

Hope Joffrion McCollam
Hope Joffrion McCollam

William McCollam, Jr.
William McCollam, Jr.

J. M. McCollam
NOTARY PUBLIC

John M. McCollam
Notary Public
La. State Bar Roll No. 7717
Parish of Orleans, State of Louisiana
My commission is issued for life.

UNITED STATES OF AMERICA
 State of Louisiana

Joey McKeithen

SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

a copy of Partnership Registration document (s) of

ANDRE LAND & CATTLE, A LOUISIANA GENERAL PARTNERSHIP

Formed under the laws of LOUISIANA,

Whose principal place of business is EUNICE, LOUISIANA,

Was filed and registered in this Office on January 21, 2003
at 02:38 p.m.

NO. **899776**

FILED / - 24 2003 TIME 11:19 AM

Donna Williams
DEPUTY CLERK

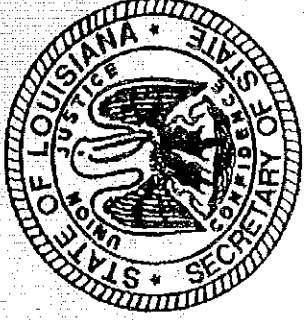
*In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on,*

January 21, 2003

Joey McKeithen

MBE 35411894J

Secretary of State



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W. Fox McKeithen
Secretary of State



LOUISIANA PARTNERSHIP REGISTRATION FORM
(R.S. 9:3401)

Enclose \$75.00 filing fee Make remittance payable to Secretary of State Do Not Send Cash	Return to: Commercial Division P.O. Box 94125 Baton Rouge, LA 70804-8125 Phone (225) 925-4704 Web Site: www.sec.state.la.us
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CHECK ONE: Original Filing Amendment

Current Partnership Name: Andre Land & Cattle, a Louisiana general Partnership

Previous Partnership Name: not applicable

Louisiana municipal address of principal place of business: _____

110 Rue Normandie, Eunice, LA 70535

Effective date of contract: December 4, 2002 Telephone (637) 457-0922
Month, Day, Year

Federal tax identification number: _____ being applied for _____

Name and municipal address of each partner: (Attach addendum if needed)

see attachment STATE OF LOUISIANA

Name Office of the Secretary of State
I hereby certify that this is a true and correct copy, as taken from the original on file in this office.

Address Joe McKeithen

Name Fox McKeithen
Secretary of State

Address 2173

Name _____

Address _____

Signature Jaime E. Hurley Date 1/20/03

Signature, Title and Telephone of person completing form _____ Date _____
Jaime Hurley, Attorney (225-346-0285)

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Attachment to
Louisiana Partnership Registration Form

The municipal address for each Partner of Andre Land & Cattle is as follows:

- a) Simone Nicole Soilleau Harris
110 Rue Normandie
Eunice, Louisiana 70535
- b) Jacques Andre Soilleau
1321 Fatis Avenue
Eunice, Louisiana 70535
- c) Marie Deneige Soilleau Dooley
110 Rue Normandie
Eunice, Louisiana 70535
- d) Jean Felix Soilleau
110 Rue Normandie
Eunice, Louisiana 70535

BRJ15545.1

15029.0001

682

State of Louisiana
Parish of Acadia

**Articles of Partnership
of
Andre Land & Cattle, a Louisiana General Partnership**

The undersigned, in the presence of the undersigned witnesses and Notary Public, acting pursuant to the partnership laws of the State of Louisiana, (La. Civil Code art. 2801, et. seq.) adopt the following Articles of Partnership.

**ARTICLE I
Name**

The name of this Partnership (hereinafter, the "Partnership") shall be:

Andre Land & Cattle, a Louisiana general partnership

**ARTICLE II
Purpose**

2.1 Purpose. The purpose of the Partnership is to conduct all lawful business for which partnerships can be formed under Louisiana law.

**ARTICLE III
Partners**

3.1 The names of the Partners, being all of the Partners of Andre Land & Cattle, a Louisiana general partnership are:

- a) Simone Nicole Soileau Harris
- b) Jacques Andre Soileau
- c) Marie Deneige Soileau Dooley
- d) Jean Felix Soileau

3.2 The business address for each Partner is as follows:

- a) Simone Nicole Soileau Harris
110 Rue Normandie
Eunice, Louisiana 70535
- b) Jacques Andre Soileau
1321 Fats Avenue
Eunice, Louisiana 70535

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- c) Marie Deneige Soileau Dooley
110 Rue Normandie
Eunice, Louisiana 70535
- d) Jean Felix Soileau
110 Rue Normandie
Eunice, Louisiana 70535

3.3 The registered office for the Partnership is located at 110 Rue Normandie, Eunice, Louisiana 70535.

ARTICLE IV
Capital

4.1 **Initial Capital Contribution.** Each Member shall contribute, as an Initial Capital Contribution to the Partnership, the sums indicated below for the Partnership Units and shall have a Partnership Interest equal to the number of Units owned divided by the total of all Units issued as shown below.

<u>Partners:</u>	<u>Partnership Units</u>	<u>Amount Contributed:</u>
Simone Nicole Soileau Harris	150	\$ 250.00
Jacques Andre Soileau	150	\$ 250.00
Marie Deneige Soileau Dooley	150	\$ 250.00
Jean Felix Soileau	150	\$ 250.00
Total:	600	\$ 1,000.00

4.2 **No Withdrawal.** No Member shall have the right to withdraw his Capital Contribution at any time. No Member may require the return of his Capital Contribution or any cash distribution except as provided in these Articles and then only when there are sufficient funds available for any such distribution after satisfaction of creditors of the Partnership.

ARTICLE V
Authority of Managing Partner

5.1 **Authority of Managing Partner.** The Partners hereby appoint Jacques Andre Soileau as Managing Partner. The Managing Partner, acting alone, is authorized to exercise any and all powers provided by operation of law or otherwise necessary for the operation of the Partnership in the ordinary course of business.

5.2 **No Limitations In Partnership Agreement.** Third parties are entitled to rely on these Articles of Partnership and no power granted herein shall be limited by the Partners Agreement. In the event of a conflict between the Articles of Partnership and the Partners Agreement, the Articles of Partnership shall govern.

BR200167.1

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5.3 **Tax Matters Partner.** The Managing Partner shall have the power to make or not to make various elections for federal, state and local income tax reporting purposes, including the power to serve as the "Tax Matters Partner" within the meaning of Section 6231 (a) (7) of the Internal Revenue Code, the power to designate the Managing Partner as the "Tax Matters Partner" and the right and power to designate others to act on his behalf in implementing his authority as Tax Matters Partner. In connection with his authority as Tax Matters Partner, the Managing Partner shall have the authority to (i) extend the statute of limitations for assessment of tax deficiencies against the Partners with respect to adjustments to the Partnership's federal, state or local tax returns; and (ii) represent the Partnership and the Partners before taxing authorities or courts of competent jurisdiction in tax matters affecting the Partnership and the Partners and to execute any agreements or other documents relating to or affecting such tax matters.

ARTICLE VI
Right to Rely on Authority

6.1 **Right to Rely on Authority.** Jacques Andre Solieau is authorized to execute certificates which establish the Partnership of any Partner, and the authenticity of any records of the Partnership. No person dealing with any of the Partners shall be required to determine his or her authority to make any such commitment or undertaking on behalf of the Partnership, or to determine any fact or circumstances bearing upon the existence of his authority and shall be entitled to conclusively rely upon such certificates. No person shall be bound to see the application or distribution of revenue or proceeds paid or credited in connection with such action unless the party shall have received written notice to the contrary from the Partnership.

ARTICLE VII
Termination, Dissolution, Liquidation and Partition of the Partnership

7.1 **Term.** The Partnership shall commence on December 4, 2002, and shall continue in existence until the winding up and liquidation of the Partnership, or until its business is completed following a liquidating event, as provided in Section 7.2 hereof.

7.2 **Termination.** The Partnership shall be terminated upon the first to occur of the following:

- (a) A unanimous vote of the Partners to terminate;
- (b) A judgment of termination;
- (c) The granting of an order for relief under Chapter 7 of the U.S. Bankruptcy Code (11 U.S.C.A. § 701, et seq.);
- (d) The reduction of the membership of the Partnership to one Partner; or
- (e) The attainment of, or the impossibility of attainment of, the objects and purposes of the Partnership.

7.3 **Vote to Continue.** In the event of a termination of the Partnership, remaining Partners shall conduct a meeting within thirty (30) days of such event. The meeting shall be held at the registered offices of the Partnership or such other place as the remaining Partners shall

BFL200167.1

Page 3 of 7

agree. The purpose of the meeting shall be to determine if a majority of the remaining Partners desire to continue the business of the Partnership or desire to dissolve the Partnership. If a majority of the remaining Partners elect to continue the business, the Partners shall be governed by and subject to these Articles of Partnership and the provisions of any Partners Agreement in effect at such time.

ARTICLE VIII
Miscellaneous Provisions

8.1 **Amendments.** These Articles may not be amended, changed or modified in any respect without the affirmative vote of Partners possessing 75% of the Partnership Interests. Any amendment shall not be binding upon third parties until an amendment by authentic act, or private signature duly acknowledged, is recorded in the office of the Secretary of State.

8.2 **Commencement of Voluntary Bankruptcy.** The filing of a voluntary petition for the commencement of a case under Title 11 of the United States Code shall require the expressed written consent of 75% of the Partnership Interests.

8.3 **Consolidation and Merger.** The Partnership may not consolidate, merge or enter into any form of combination with or into any other entity, convey, transfer or lease its assets substantially or as an entirety to any other entity, or permit any entity to consolidate, merge or enter into itself, substantially or as an entirety, without the affirmative vote of Partners holding 75% of the Partnership Interests.

8.4 **Liquidation and Dissolution.** The Partnership shall not liquidate or dissolve without the affirmative vote of Partners holding 75% of the Partnership Interests.

ARTICLE IX
Definitions

9.1 **Definitions.** The terms used in these Articles of Partnership shall have the following respective meanings:

- (a) "Capital Contribution" means the Initial Capital Contribution of the Partner and any additional Capital Contributions made by the Partner, as adjusted according to the provisions hereof.
- (b) "Initial Capital Contribution" means the contribution of an interest or an undivided interest in property to the Partnership as provided in Article IV hereof.
- (c) "Internal Revenue Code" or "Code" means the Internal Revenue Code of 1986, as amended at the time of reference thereto (or any corresponding provisions of succeeding law).
- (d) "Partners" means Simone Nicole Soileau Harris, Jacques Andre Soileau, Marie Deneige Soileau Dooley and Jean Felix Soileau.

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- (e) "Property" "Partnership Property" or "Partnership Assets" or "Assets" means all property and assets of the Partnership, of whatever kind and nature, and wherever situated, and however acquired, movable and immovable, tangible and intangible, owned by the Partnership.
- (f) "Partnership Interests" means the percentage ownership of the respective Partners as set forth in Article IV computed by dividing the number of Units owned by a Partner by the total number of Units outstanding.
- (g) "Unit" means an interest in the initial capital of the Partnership acquired in exchange for an initial Capital Contribution to the Partnership as set out in Article IV. The authorized number of Units of the Partnership is five thousand (5,000).

9.2 **Voting.** Unless otherwise provided in these Articles of Partnership, each Partner shall be entitled to cast the number of votes determined according to his Partnership Interest, on all matters properly brought before the Partners, and all decisions of the Partners shall be made by Partners possessing 75% of the Partnership Interests.

*** Signatures on Following Page ***

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Executed at Eunice , Louisiana on this 4th day of December 2002, in the presence of the undersigned witnesses and notary public.

Witnesses:

Kelly M. Fortson
 Charles C. Hayes

Simone Nicole Solleau Harris
Simone Nicole Solleau Harris

Ann M. Fortson
Notary Public

Executed at Eunice , Louisiana on this 4th day of December 2002, in the presence of the undersigned witnesses and notary public.

Witnesses:

Kelly M. Fortson
 Charles C. Hayes

Jacques Andre Solleau
Jacques Andre Solleau, Managing Partner

Ann M. Fortson
Notary Public

Executed at Eunice , Louisiana on this 4th day of December 2002, in the presence of the undersigned witnesses and notary public.

Witnesses:

Kelly M. Fortson
 Charles C. Hayes

Marc Denis Solleau Dooley
Marc Denis Solleau Dooley

Ann M. Fortson
Notary Public

688

Executed at Eunice Louisiana on this 4th day of December 2002, in the presence of the undersigned witnesses and notary public.

Witnesses:

Kelly M. Foster
 George Payne

Jean Felix Solleau
Jean Felix Solleau

Jean M. Foster
Notary Public

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Page 7 of 7
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24 July
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7

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Avoyelles Parish Recording Page

Samuel G. Couvillon
Clerk of Court
312 N. Main
P. O. Box 219
Marksville, LA 71351
(318) 253-7523

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First VENDOR
SUN GROUP INVESTMENTS

First VENDEE
20003 DELAWARE INC

Index Type : Conveyances

Inst. Number : 2005-00007380

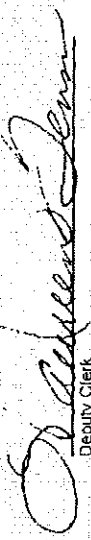
Type of Document : Cash Deed

Book : 526 Page : 700

Recording Pages : 14

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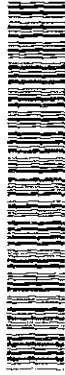
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Avoyelles Parish, Louisiana



Deputy Clerk

On (Recorded Date) : 10/05/2005

At (Recorded Time) : 4:04:34PM



Doc ID - 0003566420014



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Book: 526 Page: 700 Inst. Number: 2005-00007380 Seq: 1

STATE OF LOUISIANA

PARISH OF ST. LANDRY

CASH SALE

BE IT KNOWN, That on the dates, at the places, and in the presence of the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses hereinafter named and undersigned, personally came and appeared:

SUN GROUP INVESTMENTS, A LOUISIANA GENERAL PARTNERSHIP (Tax I.D. No. 74-3084188), formerly known as ANDRE LAND & CATTLE, A LOUISIANA GENERAL PARTNERSHIP, represented herein by its Managing Partner, Jacques Andre' Soileau, duly authorized as per Unanimous Consent of Partners attached hereto and made a part hereof, whose mailing address is 110 Rue Normandie, Eunice, Louisiana 70535,

hereinafter designated as "vendor", who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendors do by these presents grant, bargain, sell, convey, transfer, assign and set over with full guaranty against all troubles, debts, mortgages, claims, evictions, donations, alienations or other encumbrances whatsoever and with subrogation to all right and actions of warranty against all previous owners and with full guaranty of title

unto:

20003 DELAWARE, INC., A DELAWARE CORPORATION (Tax I.D. No. 51-0407258), represented herein by its ~~Vice President~~ Finance, duly authorized as per the Secretary's Certificate attached hereto and made a part hereof,

whose mailing address is 455 Magna Drive, Aurora, Ontario Canada L4G 7A9,

hereinafter designated as "purchaser", here present, accepting and purchasing and acknowledging delivery and possession of the following described property, to-wit:

A certain tract or parcel of ground, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, containing 758.93 acres, situated in Sections 13, 23 and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana, all as will be shown on a certain map of survey entitled, "This survey is of Tract 1 (758.93 acres), Tract 2 (31.77 acres) and Tract 3 (183.77 acres) located in Sections 13, 23 and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana" prepared by James W. Townsend, C.F....

P.L.S., dated December 19, 2003, a copy of which is attached hereto and made a part hereof, and being more particularly described as follows: Commencing at the southeast corner of Section 23, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana, which is the point of beginning (P.O.B. 1) of the land to be described, thence North 89° 56' 38" West a distance of 2635.57 feet; thence North 1° 58' 52" East a distance of 1178.73 feet; thence North 3° 24' 26" West a distance of 2264.33 feet; thence North 2° 44' 36" East a distance of 319.99 feet; thence North 7° 17' 29" East a distance of 310.70 feet; thence North 88° 28' 43" West a distance of 492.25 feet; thence North 00° 37' 46" West a distance of 1261.34 feet; thence South 89° 52' 03" East a distance of 1873.18 feet; thence South 00° 01' 30" East a distance of 1312.25 feet; thence South 89° 58' 43" East a distance of 1319.77 feet; thence South 00° 00' 38" East a distance of 1319.85 feet; thence North 89° 16' 39" East a distance of 1320.39 feet; thence North 00° 02' 21" East a distance of 1319.88 feet; thence continuing North 00° 02' 21" East a distance of 1319.88 feet; thence South 89° 29' 01" West a distance of 1321.39 feet; thence North 00° 18' 11" West a distance of 22.69 feet; thence continuing North 00° 18' 11" West a distance of 1290.42 feet; thence North 89° 58' 04" East a distance of 302.29 feet; thence continuing North 89° 58' 04" East a distance of 1376.50 feet; thence South 89° 15' 03" East a distance of 201.00 feet; thence South 88° 09' 09" East a distance of 744.22 feet; thence North 89° 24' 16" East a distance of 1096.69 feet; thence South 0° 22' 25" East along the west right of way of Louisiana Highway No. 105 a distance of 1253.69 feet; thence North 89° 28' 09" West a distance of 514.65 feet; thence South 30° 25' 31" West a distance of 236.84 feet; thence South 50° 49' 22" West a distance of 255.32 feet; thence South 35° 00' 38" West a distance of 396.50 feet; thence South 48° 07' 33" West a distance of 179.39 feet; thence South 26° 36' 31" West a distance of 254.33 feet; thence South 15° 17' 39" West a distance of 323.91 feet; thence South 89° 59' 46" East a distance of 1394.69 feet; thence South 00° 09' 50" West along the west right of way of Louisiana Highway 105 a distance of 4054.70 feet; thence North 89° 56' 16" West a distance of 3725.60 feet to the point of beginning (P.O.B. 1); said tract of land being bounded, now or formerly, as follows: North by properties belonging to William Anderson, Arthur Jones, Ms. George Guice, Alvin Bains, et al, and Leon Coco, Jr.; South by property belonging to Martin Gaspard; East by Louisiana Highway No. 105 and Kirkwood Plantation (Tract 2 of said survey); and West by Kirkwood Plantation (Tract 3 of said survey); and being the same property which Sun Group Investments, A Louisiana General Partnership, formerly known as Andre Land & Cattle, A Louisiana General Partnership, acquired from Bush D. Joffrion, Wilbur F. Joffrion, Marie Louise Grace Joffrion, Hope Joffrion McCollam and William McCollam, Jr. by Act of Cash Sale dated March 11, 2004.

This sale is made and accepted for and in consideration of the price and sum of **ONE**

MILLION EIGHT HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED AND

NO/100 (\$1,897,500.00) DOLLARS, cash in hand paid, the receipt whereof is hereby

acknowledged, and full acquittance and discharge granted thereof.

Book: 526 Page: 700 Inst. Number: 2005-00007380 Seq: 62

Purchaser agrees that John Goode and Brenda Kimble Goode, as the former Farm Lessees of the property under a former Farm Lease/Security Agreement between Andre Land & Cattle, A Louisiana General Partnership and John Goode Farms dated February 9, 2005 (the "Farm Lease"), which Farm Lease shall have been terminated and of no further force and effect on or before the date hereof, will be allowed onto the property herein conveyed to harvest the 2005 crop, but said right shall expire on December 31, 2005. All proceeds from the 2005 crop shall belong to Vendor and Farm Lessee.

Purchaser and Seller agree that Purchaser shall have the right to use the land not in cultivation or on which the crop has already been harvested and the Farm Lessee's exercise of the right to harvest the crops still remaining on the land shall not hinder or interfere with activities of Purchaser thereon.

Purchaser agrees that its activities on the land not in cultivation and/or already harvested will not damage the crops which have not been harvested nor hinder or interfere with the Farm Lessee's exercise of his right to harvest the remaining crop.

Farm Lessee shall harvest the crop in the usual and customary manner and the land after harvest shall be left in the usual and customary post-harvest condition.

Purchaser agrees that it has inspected the premises and waives any and all warranties of fitness or guarantee against the redhibitory vices applied in Louisiana by operation of law, more specifically that warranty imposed by Civil Code Article 2476 and 2520. Purchaser fully understands this restrictive warranty and the consequences thereof and agrees to be bound thereby.

Vendor herein reserves unto itself, its successors and/or assigns, all of the oil, gas and other minerals which it owns in, under and that may be produced and saved from the

hereinaabove described property. Vendor declares that it is the owner of 50% of the minerals on said tract, the balance of said minerals having been reserved from the sale of the property to Vendor on March 11, 2004 by Bush D. Joffrion, et al. It is understood that Vendor, its successors and/or assigns, shall have the right to produce said oil, gas and other minerals and royalties by the use of directional drilling methods only, and that any drilling and other operations will be performed off-site and will not interfere with the Purchaser's use of the surface of the property.

Vendor and Purchaser agree that all U.S.D.A. crop bases owned by Vendor shall be assigned to the Purchaser on the property herein conveyed and no crop base with regard to "Kirkwood Plantation" or on land shown on the attached survey shall be retained by Vendor, subject to the approval by the United States Department of Agriculture, Farm Service Agency. Vendor shall retain all crop rentals applicable to the 2005 crop year.

This sale also includes all plant cane and stubble cane on the property herein conveyed. The 2005 property taxes shall be pro-rated as of the date of this sale.

Contracting parties dispense me, Notary, from the production of the Certificate of Mortgage required by law.

Nothing contained herein is intended to create any Vendor's privileges, resolatory condition or Stipulation Pour Autrui in favor of vendor or any third persn and in the event any such rights are deemed created, the same are hereby waived and terminated.

THUS DONE AND SIGNED by appearer, SUN GROUP INVESTMENTS, A LOUISIANA GENERAL PARTNERSHIP, formerly known as ANDRE LAND & CATTLE, A LOUISIANA GENERAL PARTNERSHIP, at my office in Eunice, St. Landry Parish, Louisiana

on the 3rd day of October, 2005, in the presence of the undersigned competent

witnesses, who have signed with appearers, and me, Notary, after reading the whole.

WITNESSES:

SUN GROUP INVESTMENTS,
A LOUISIANA GENERAL PARTNERSHIP
Formerly known as:
ANDRE LAND & CATTLE,
A LOUISIANA GENERAL PARTNERSHIP

BY: [Signature]
Jacques Andre Solleau

[Signature]
NOTARY PUBLIC
NOTARY NO. 14173
[Signature]
JACQUES B. PUCKNEY, JR.

THUS DONE AND SIGNED by appearer, 20003 DELAWARE, INC., A DELAWARE

CORPORATION, at my office in Arreston, York Region County.

on the 30th day of September, 2005, in the presence of the

undersigned competent witnesses, who have signed with appearers, and me, Notary, after reading the whole.

WITNESSES:

20003 DELAWARE, INC.,
A DELAWARE CORPORATION

[Signature]
Anthony G. Valeriotti, CA
Vice-President, Finance,
Construction Group
Mt. Development

NOTARY PUBLIC
NOTARY NO. [Signature]

[Signature] Doug
& Co. Financial Off
Midwest Investments Inc

**UNANIMOUS CONSENT OF PARTNERS
OF
SUN GROUP INVESTMENTS,
A LOUISIANA GENERAL PARTNERSHIP**

The undersigned, being all of the Partners ("Partners") of SUN GROUP INVESTMENTS, A LOUISIANA GENERAL PARTNERSHIP, ("Partnership"), do hereby take and authorize by unanimous consent the following action, as hereinafter set forth, effective upon execution by all Partners of these resolutions, hereby waiving all notice requirements and other formalities otherwise pertaining to the action taken hereby:

Be It Further Resolved:


That the partners unanimously authorize the sale by the Partnership of 758.93 acres of land in Sections 13, 23 and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana, to 20003 Delaware, Inc., A Delaware Corporation, for the sum of One Million Eight Hundred Ninety-Seven Thousand Five Hundred and No/100 (\$1,897,500.00) Dollars and upon any other terms and conditions which Jean Felix Soileau, one of the Managing Partners, acting alone and in his sole and unfettered discretion, shall deem appropriate.

Be It Further Resolved:

That for the purpose of effecting the above resolutions, Jacques Andre' Soileau is authorized, empowered and instructed to execute any and all instruments, necessary, proper or desirable, including but not limited to the Act of Warranty Deed and other instruments not listed herein.

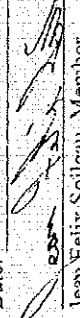
There being no further business to be taken by the undersigned Partners pursuant to this action by unanimous written consent, each has signed this action as of the date indicated below, and this action by unanimous written consent shall be filed with or otherwise entered on the minutes and other appropriate records of this Partnership. The actions taken pursuant to this unanimous written consent shall not act as a revocation of any other resolutions or consents previously passed or executed.

IN WITNESS WHEREOF, I have hereunto affixed by name on the dates hereafter
written.



Simone Nicole Soileau, Member
Date: 9/13/05

Jacques Andre Soileau, Member
Date: _____

Marie Deneige Soileau Doolcy, Member
Date: _____


Jean Felix Soileau, Member
Date: 9/13/05

IN WITNESS WHEREOF, I have hereunto affixed by name on the dates hereafter written.

Simone Nicole Soileau, Member
Date: _____

Jacques Andre Soileau
Jacques Andre Soileau, Member
Date: 9-28-05

Marie Deneige Soileau Dooley, Member
Date: _____

Jean Felix Soileau, Member
Date: _____

IN WITNESS WHEREOF, I have hereunto affixed by name on the dates hereafter written.

Simone Nicole Soileau, Member

Date: _____

Jacques Andre Soileau, Member

Date: _____

Marie Deneige Spileau Dooley, Member

Date: 1/11/06

Jean Felix Soileau, Member

Date: _____

SECRETARY'S CERTIFICATE
20003 DELAWARE, INC.

The undersigned, Richard J. Crofts, does hereby certify in his capacity as the Secretary of 20003 Delaware, Inc., a Delaware corporation (the "Corporation") and not personally, the following:

1. This Certificate is given in connection with the purchase of a certain tract of land known as "KIRKWOOD PLANTATION TRACT NO. 1" (the "Property") by the Corporation pursuant to a certain Agreement to Purchase and Sell (the "Purchase Agreement"), the Property being more particularly described as follows:

A certain tract or parcel of ground, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, containing 758.93 acres, situated in Sections 13, 23 and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana, all as will be shown on a certain map of survey entitled, "This survey is of Tract 1 (758.93 acres), Tract 2 (31.77 acres) and Tract 3 (183.77 acres) located in Sections 13, 23 and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana" prepared by James W. Townsend, C.E., P.L.S., dated December 19, 2003, a copy of which is attached hereto and made a part hereof, and being more particularly described as follows: Commencing at the southeast corner of Section 23, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana, which is the point of beginning (P.O.B. 1) of the land to be described, thence North 89° 56' 38" West a distance of 2635.57 feet; thence North 1° 58' 52" East a distance of 1178.73 feet; thence North 3° 24' 26" West a distance of 2264.33 feet; thence North 2° 44' 36" East a distance of 319.99 feet; thence North 7° 17' 29" East a distance of 310.70 feet; thence North 88° 28' 43" West a distance of 492.25 feet; thence North 00° 37' 46" West a distance of 1261.34 feet; thence South 89° 52' 03" East a distance of 1873.18 feet; thence South 00° 01' 30" East a distance of 1312.25 feet; thence South 89° 58' 43" East a distance of 1319.77 feet; thence South 00° 00' 38" East a distance of 1319.85 feet; thence North 89° 16' 39" East a distance of 1320.39 feet; thence North 00° 02' 21" East a distance of 1319.88 feet; thence continuing North 00° 02' 21" East a distance of 1319.88 feet; thence South 89° 29' 01" West a distance of 1321.39 feet; thence North 00° 18' 11" West a distance of 22.69 feet; thence continuing North 00° 18' 11" West a distance of 1290.42 feet; thence North 89° 58' 04" East a distance of 502.29 feet; thence continuing North 89° 58' 04" East a distance of 1376.50 feet; thence South 89° 15' 03" East a distance of 201.00 feet; thence South 88° 09' 09" East a distance of 744.22 feet; thence North 89° 24' 16" East a distance of 1096.69 feet; thence South 0°

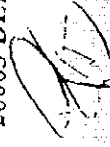
Book: 526 Page: 700 Inst. Number: 2005-00007380 Seq: 11

22' 25" East along the west right of way of Louisiana Highway No. 105 a distance of 1253.69 feet; thence North 89° 28' 09" West a distance of 514.65 feet; thence South 30° 25' 31" West a distance of 236.84 feet; thence South 50° 49' 22" West a distance of 255.32 feet; thence South 35° 00' 38" West a distance of 396.50 feet; thence South 48° 07' 33" West a distance of 179.39 feet; thence South 26° 36' 31" West a distance of 254.33 feet; thence South 15° 17' 39" West a distance of 323.91 feet; thence South 89° 59' 46" East a distance of 1394.69 feet; thence South 00° 09' 50" West along the west right of way of Louisiana Highway 105 a distance of 4054.70 feet; thence North 89° 56' 16" West a distance of 3725.60 feet to the point of beginning (P.O.B. 1); said tract of land being bounded, now or formerly, as follows: North by properties belonging to William Anderson, Arthur Jones, Ms. George Guice, Alvin Bains, et al, and Leon Coco, Jr.; South by property belonging to Martin Gaspard, East by Louisiana Highway No. 105 and Kirkwood Plantation (Tract 2 of said survey); and West by Kirkwood Plantation (Tract 3 of said survey); and being the same property which Andre Land & Cattle, A Louisiana General Partnership, acquired from Bush D. Joffron, Wilbur F. Joffron, Marie Louise Grace Joffron, Hope Joffron McCollam and William McCollam, Jr. by Act of Cash Sale dated March 11, 2004.

2. All acts or proceedings required to be taken by the Corporation to authorize the execution, delivery and performance of the Purchase Agreement and the transactions contemplated thereby, have been duly and properly taken.
3. Any two (2) of the named officers on Exhibit "A", acting in concert, are duly authorized and have the full right, power and authority to execute and deliver any and all documents contemplated by the Purchase Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Corporation as of this 30th day of September, 2005

20003 DELAWARE INC.



Richard J. Crofts
Secretary

EXHIBIT A
OFFICERS

Chief Executive Officer	-	John D. Simoncitti
Executive Vice-President and Chief Financial Officer	-	Douglas R. Tatters
Executive Vice-President, Corporate Development, General Counsel and Secretary	-	Richard J. Crofts
Vice-President, Finance	-	Anthony Valentini
Controller	-	Robert S. Mintzberg

BLOOMFIELD 060255 702100

CELSCO

Civil Engineering
Land Surveying

James W. Townsend, C.E., P.L.S.

310 Vine Street, Bunkie, LA 71322

Telephone/FAX 318-346-4330

Certificate of Survey

I certify that this plat correctly represents the on site survey made under my direction and supervision, and is in accordance with applicable standards of practice for Professional Land Surveyors as stipulated in Louisiana Administrative Code Title 46:XXI, Chapter 29 for a Class "C" Survey.

This survey is of Tract 1 (758.93 acres), Tract 2 (31.77 acres), and Tract 3 (183.77 acres) located in Sections 13, 23, and 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana.

Scale: 1" = 1000'

For: TrustLand, Inc

Requested by: William F. (Cott) James, Jr.

Date: December 18, 2003

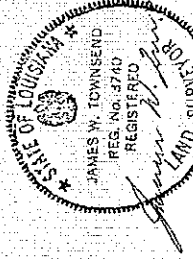
James W. Townsend
James W. Townsend, La. Reg. No. 3740

File: Cott

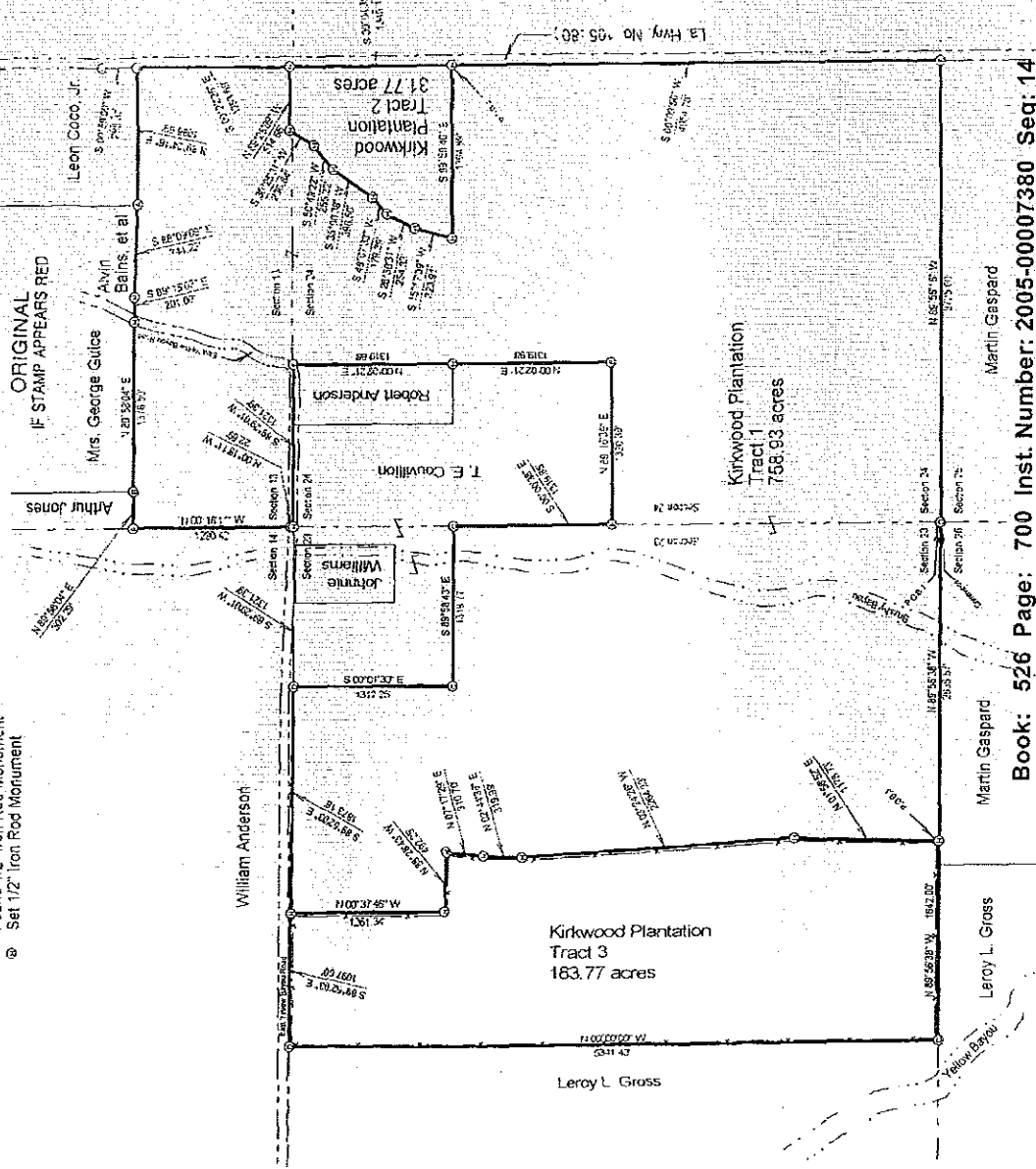
Basis of Bearing:
Merrick Survey

Reference Surveys:
Max M. Merrick for A. B. Joffrin
November 20 - December 17, 1939

- Legend:
- ⊙ Found 1-1/2" X 1-1/2" Angle Iron Monument
 - ⊙ Found 1" Square Bar Monument
 - ⊙ Found 1" Iron Pipe Monument
 - ⊙ Found 1-1/2" Iron Pipe Monument
 - ⊙ Found 2-1/2" Iron Pipe Monument
 - ⊙ Found 3" Iron Pipe Monument
 - ⊙ Found 1/2" Iron Rod Monument
 - ⊙ Set 1/2" Iron Rod Monument



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IF STAMP APPEARS RED



Book: 526 Page: 700 Inst. Number: 2005-00007380 Seq: 14

8

Expired

Expired
2014

Avoyelles Parish Recording Page

Samuel G. Couvillon
Clerk of Court
312 N. Main
P. O. Box 219
Marksville, LA 71351
(318) 253-7523

Received From :
BENNETT ABSTRACT CO. INC.
261 E. MARK ST.
MARKSVILLE, LA 71351

First VENDOR
JOFFRION, WILBUR F

First VENDEE
DESHOTELS, PATRICK D

Index Type : Conveyances Inst. Number : 2004-00003682
Type of Document : Cash Deed Book : 505 Page : 135
Recording Pages : 5

Recorded Information

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

William G. Campbell
Deputy Clerk



On (Recorded Date) : 05/13/2004
At (Recorded Time) : 9:20:21 AM



Doc ID - 000192130005

Return To :

Do not detach this page from the original document. Document Number: 2004-00003682 Seq: 1

WILBUR F. JOFFRION, ET AL UNITED STATES OF AMERICA
TO STATE OF LOUISIANA
PATRICK DANIEL DESHOTELS, ET UX PARISH OF AVOYELLES

CASH SALE

BE IT KNOWN That on the days and dates before we, the undersigned Notaries Public, duly commissioned and qualified in and for the Parishes, State of Louisiana, therein residing, PERSONALLY CAME AND APPEARED:

WILBUR F. JOFFRION (SS# [redacted]) and MARIE LOUISE GRACE JOFFRION (SS# [redacted]) husband and wife, residents of and whose mailing address is 3875 Churchhill Avenue, Baton Rouge, Louisiana, 70808-1616;

HOPE JOFFRION MCCOLLAM (SS# [redacted]) and WILLIAM MCCOLLAM, JR. (SS# [redacted]) wife and husband, residents of and whose mailing address is 1315 Webster Street, New Orleans, Louisiana, 70118;

AND

BUSH D. JOFFRION (SS# [redacted]) a single man, whose mailing address is c/o Smith Barney, 8550 United Plaza Blvd., Suite 101, Baton Rouge, Louisiana, 70809,

who declare that they do by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which said vendors have or may have against all preceding owners and vendors, unto:

PATRICK DANIEL DESHOTELS (SS# [redacted]) and BROOKE LAPRAIRIE DESHOTELS (SS# [redacted]) husband and wife, residents of Pointe Coupee Parish, Louisiana, whose mailing address is 11292 Louisiana Highway No. 1, Lettsworth, Louisiana, 70753,

here present accepting, and purchasing for themselves, their heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

A certain tract or parcel of land, together with all buildings and improvements thereon, lying in and situated in SECTION 24, TOWNSHIP 1 SOUTH, RANGE 6 EAST, Avoynes Parish, Louisiana; said tract containing 31.77 acres, more or less, and being more particularly identified as "Kirkwood Plantation, Tract 2, 31.77 acres" on that certain Plat of Survey by James W. Townsend, Registered Land Surveyor, dated December 19, 2003, a copy of said plat being attached hereto and made a part hereof. The property herein being bounded, now or formerly, on the North, South and West by Tract 1 of said plat; and on the East by Louisiana Hwy. No. 105.

Vendors herein specifically reserve unto themselves one-half (1/2) of all oil, gas and other minerals.

vendors and vendees herein agree that no USDA crop bases shall be assigned to the property described hereinabove.

TO HAVE AND TO HOLD the above described property unto the said purchasers, their successors, heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of **TWO HUNDRED THOUSAND AND 00/100 (\$200,000.00) DOLLARS**, cash, which the said purchasers have well and truly paid, in ready and current money, the receipt thereof is acknowledged by Vendors herein, who grant full acquittance and discharge therefor.

All taxes for the current year to be prorated.

PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

THIS DONE AND SIGNED at my office in Baton Rouge, Louisiana, on this 28 day of April, 2004.

WITNESSES:

[Signature]

[Signature]
WILBUR F. JOFFRION

[Signature]

[Signature]
MARIE LOUISE GRACE JOFFRION

[Signature]
NOTARY PUBLIC

PARISH OF ORLEANS
STATE OF LOUISIANA

THIS DONE AND SIGNED at my office in New Orleans, Louisiana, on this 30th day of April, 2004.

WITNESSES:

[Signature]

[Signature]
HOPE JOFFRION MCCOLLAM

[Signature]

[Signature]
WILLIAM MCCOLLAM, JR.

[Signature]
NOTARY PUBLIC

John M. McCollam
Notary Public

L. State Bar Roll No. 7717

Parish of Orleans, State of Louisiana

Book: 2005 Page: 35 Number: 2004-00003682 Seq: 3

PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

THIS DONE AND SIGNED at my office in Batrouge, Louisiana, on
this 28 day of April, 2004.

WITNESSES:

Kevin S. Williams

Ernest S. Jelen

Bush D. Joffrion
BUSH D. JOFFRION

Notary Public
NOTARY PUBLIC

PARISH OF AVOYELLES
STATE OF LOUISIANA

THIS DONE AND SIGNED at my office in Marksville, Louisiana, on
this 13th day of May, 2004.

WITNESSES:

Patrick D. Deshotels

Danielle Deshotels

Patrick Daniel Deshotels
PATRICK DANIEL DESHOTELS

Brooke Laprairie Deshotels
BROOKE LAPRAIRIE DESHOTELS

Notary Public
NOTARY PUBLIC

CELSCO

Civil Engineering
Land Surveying

James W. Townsend, C.E., P.L.S.

310 Vine Street, Burhke, LA 71322

Telephone/FAX 318-346-4330

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Scale: 1" = 1000'
For: Trustland, Inc.
Requested by: William F. (Colt) James, Jr.

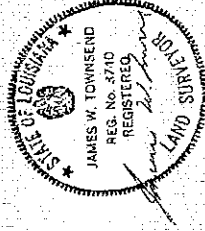
Date: December 19, 2003

James W. Townsend
James W. Townsend, La. Reg. No. 3170

File: Colt

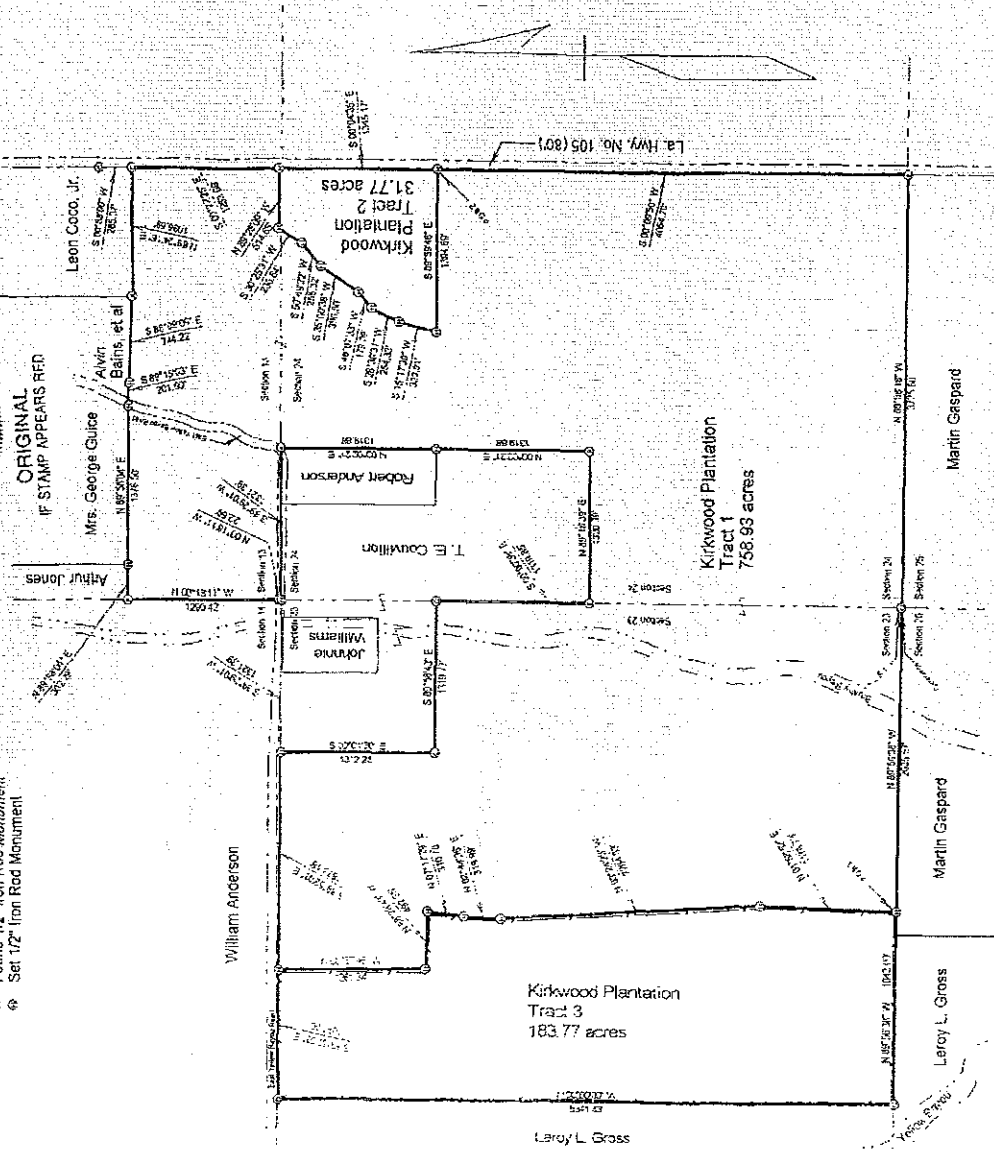
Reference Surveys:
Max M. Merrick for A. B. Jefferson
November 20 - December 17, 1939

Basis of Bearing:
Merrick Survey



- Legend.
- ⊙ Found 1-1/2" X 1-1/2" Angle Iron Monument
 - ⊙ Found 1" Square Bar Monument
 - ⊙ Found 1" Iron Pipe Monument
 - ⊙ Found 1-1/2" Iron Pipe Monument
 - ⊙ Found 2-1/2" Iron Pipe Monument
 - ⊙ Found 3" Iron Pipe Monument
 - ⊙ Found 1/2" Iron Rod Monument
 - ⊙ Set 1/2" Iron Rod Monument

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Book: 505 Page: 135 Inst. Number: 2004-0003682 Seq: 5

Expend
2015

expired

Avoyelles Parish Recording Page

Samuel G. Couvillon
Clerk of Court
312 N. Main
P. O. Box 219
Marksville, LA 71351
(318) 253-7523

Received From :

BENNETT ABSTRACT CO. INC.
P.O. BOX 375
MARKSVILLE, LA 71351

First VENDOR

DESHOTELS, PATRICK DANIEL

First VENDEE

20003 DELAWARE INC

Index Type : Conveyances

Inst. Number : 2005-00007390

Type of Document : Cash Deed

Book : 526 Page : 735

Recording Pages : 6

Recorded Information

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

Samuel G. Couvillon
Deputy Clerk

On (Recorded Date) : 10/06/2005

At (Recorded Time) : 9:26:30AM



Doc ID - 000366530006



Return To :

Do not Detach this Page from Page 735 of Inst. Number: 2005-00007390 Seq: 1

PATRICK DANIEL DESHOTELS, ET UX UNITED STATES OF AMERICA
TO STATE OF LOUISIANA
20003 DELAWARE, INC. PARISH OF AVOYELLES

CASH SALE

BE IT KNOWN That on the days and dates before we, the undersigned Notaries Public, duly commissioned and qualified in and for the respective Parish/Province and States, therein residing, and in the presence of the competent witnesses hereinafter named and undersigned, PERSONALLY CAME AND APPEARED:

PATRICK DANIEL DESHOTELS and BROOKE LAPRAIRIE DESHOTELS, husband and wife, residents of Pointe Coupee Parish, Louisiana, whose mailing address is 177 Bush Lane, Simmesport, Louisiana, 71369,

who declare that they do by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver without warranties of any kind, whatsoever, unto:

20003 Delaware, Inc., a corporation domiciled in Aurora, Ontario, represented herein by Doug R. Tatters, EVP, CFO, authorized per Secretary's Certificate, a copy of said certificate attached hereto and made a part hereof, whose mailing address is 455 Magna Drive, Aurora, Ontario, L4G7A9,

here present accepting, and purchasing for itself, its heirs and assigns, and acknowledging due delivery and possession thereof, waiving any and all rights they may have in redemption, in connection with the property hereby conveyed to them by vendor, said property being as follows, to-wit:

A certain tract or parcel of land, together with all buildings and improvements thereon, lying in and situated in SECTION 24, TOWNSHIP 1 SOUTH, RANGE 6 EAST, AVOYELLES Parish, Louisiana; said tract containing 31.77 acres, more or less, and being more particularly identified as "Kirkwood Plantation, Tract 2, 31.77 acres" on that certain Plat of Survey by James W. Townsend, Registered Land Surveyor, dated September 30, 2005, a copy of said plat being attached hereto and made a part hereof. The property herein being bounded, now or formerly, on the North, South and West by Tract 1 of said plat; and on the East by Louisiana Hwy, No. 105.

TO HAVE AND TO HOLD the above described property unto the said purchaser, its successors, heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of FIVE HUNDRED THOUSAND FIVE HUNDRED AND 00/100 (\$500,000.00) DOLLARS, cash, of which the sum of \$50,000.00 has heretofore been paid by vendee unto vendors, the receipt of which is acknowledged by vendors herein who grant full acquittance and discharge therefor, and the balance of \$450,000.00 paid this day by vendee unto vendors the receipt of which is acknowledged by vendors herein who grants full acquittance and discharge therefor.

Nothing contained herein is intended to create any vendor's privilege, resolatory condition or stipulation for or in favor of Vendors or any third person and in the event any such rights are deemed created, the same are hereby waived and terminated by Vendors.

VENDORS reserve all minerals rights as to the above described property with specific restrictions that said reservation will not interfere with VENDEE'S surface use of the premises.

VENDEE shall have exclusive possession and habitation of the above described property, except that VENDORS shall have the right to occupy the home that is currently located on the above described property and the home's immediate yard, including a reasonable means of access from the public road to the home, until December 31, 2005, pursuant to and in accord with that certain Letter Agreement between VENDEE and VENDOR of even date herewith.

All taxes for the current year to be prorated.

PARISH OF AVOYELLES
STATE OF LOUISIANA

THIS DONE AND SIGNED in Marksville, Louisiana, on this 4th day of October 2005.

WITNESSES:

[Signature]

[Signature]
PATRICK DANIEL DESHOTELS

Kay Meche

[Signature]
BROOKE LA PRAIRIE DESHOTELS

[Signature]
NOTARY PUBLIC
LABOR # 2006

PROVIDENCE OF Orleans

THIS DONE AND SIGNED in Orleans on this 30th day of September 2005.

WITNESSES:

[Signature]

20003 DELAWARE INC.
BY: [Signature]

[Signature]
Anthony G. Valentini, CA
Vice-President, Finance
Construction Group
MI Developments Inc.

NOTARY PUBLIC
NOTARY ID# [Signature]

SECRETARY'S CERTIFICATE
20003 DELAWARE, INC.

The undersigned, Richard J. Crofts, does hereby certify in his capacity as the Secretary of 20003 Delaware, Inc., a Delaware corporation (the "Corporation") and not personally, the following:


1. This Certificate is given in connection with the purchase by the Corporation of a certain tract of land from Patrick Daniel Deshotels and Brooke Laprairie Deshotels (the "Property"), for the price and sum of Five Hundred Thousand Dollars (██████████), pursuant to a certain Option to Purchase (the "Option Agreement"), the Property being more particularly described as follows:

A certain tract or parcel of land, together with all buildings and improvements thereon, lying in and situated in Section 24, Township 1 South, Range 6 East, Avoyelles Parish, Louisiana; said tract containing 31.77 acres, more or less, and being more particularly identified as "Kirkwood Plantation, Tract 2, 31.77 acres" on that certain Plat of Survey by James W. Townsend, Registered Land Surveyor, dated December 19, 2003. The property herein being bounded now or formerly on the North, South, and West by Tract 1 of said Plat; and on the East by Louisiana Highway 105.

2. All acts or proceedings required to be taken by the Corporation to authorize the execution, delivery and performance of the Option Agreement, and the transactions contemplated thereby, have been duly and properly taken.
3. Any two (2) of the named officers on Exhibit "A", acting in concert, are duly authorized and have the full right, power and authority to execute and deliver any and all documents contemplated by the Option Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Corporation as of this 30th day of September, 2005

20003 DELAWARE INC.



Richard J. Crofts
Secretary

EXHIBIT A
OFFICERS

Chief Executive Officer	-	John D. Simonetti
Executive Vice-President and Chief Financial Officer	-	Douglas R. Tatters
Executive Vice-President, Corporate Development, General Counsel and Secretary	-	Richard J. Crofts
Vice-President, Finance	-	Anthony Valentini
Controller	-	Robert S. Mintzberg

6/24/2005 10:07:39 AM

CELSCO

Civil Engineering
Land Surveying

James W. Townsend, C.E., P.L.S.

310 Vine Street, Bunkie, LA 71322

Telephone/FAX 318-348-4330

Certificate of Survey

I certify that this plat correctly represents the on site survey made under my direction and supervision, and is in accordance with applicable standards of practice for Professional Land Surveyors as stipulated in Louisiana Administrative Code Title 46:XXI, Chapter 29 for a Class "C" Survey.

This survey is of Tract 1 (758.93 acres), Tract 2 (31.77 acres), and Tract 3 (183.77 acres) located in Sections 13, 23, and 24, Township 1 South, Range 6 East, Aveyelles Parish, Louisiana. 20003 Delaware, Inc., A Delaware Corporation is to buy Tract 1 (758.93 acres).

Scale: 1" = 1000'
For: 20003 Delaware, Inc. A Delaware Corporation
Requested by: Jacques B. Paturel, Jr.

Date: September 30, 2005

James W. Townsend
James W. Townsend, C.E., P.L.S.

File: C011

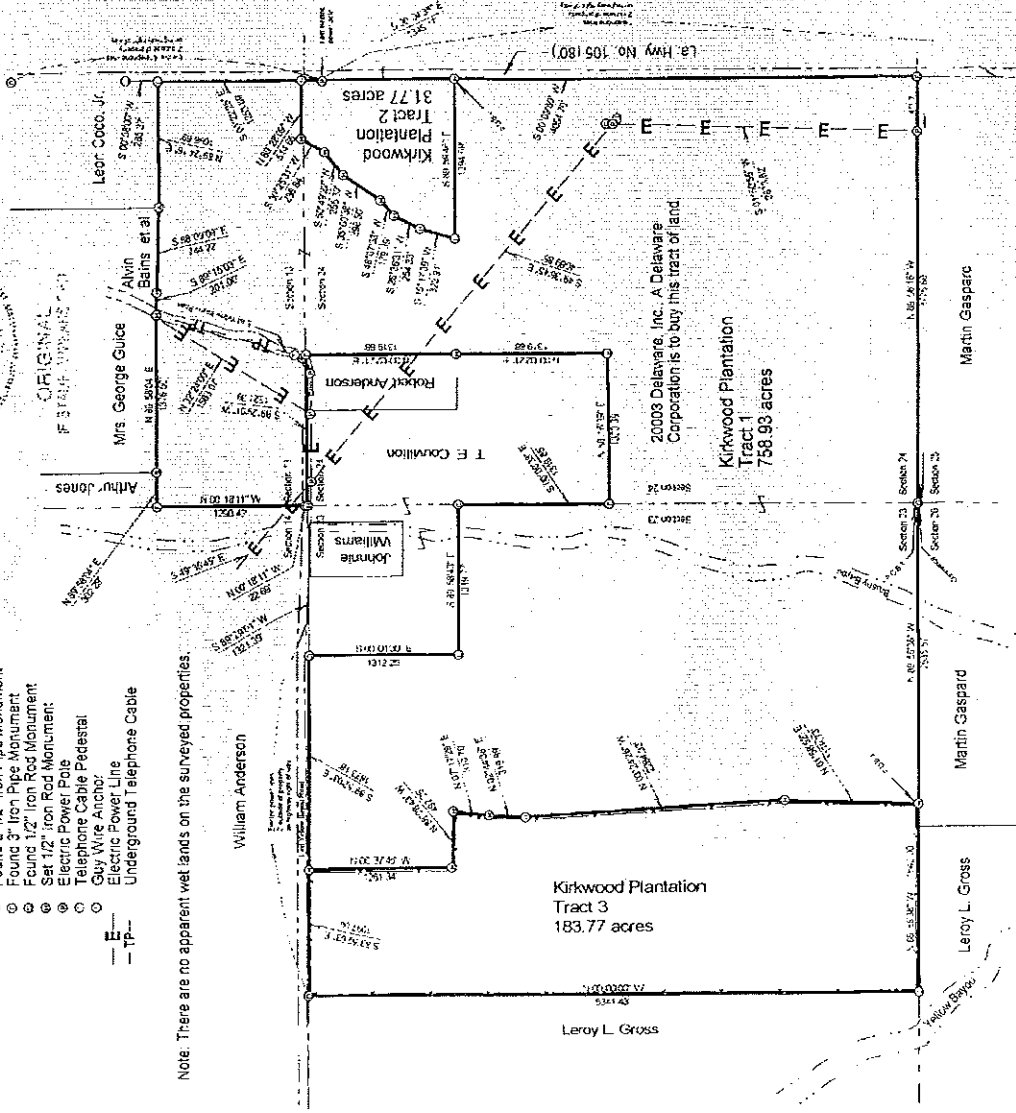
Basis of Bearing:
Merrick Survey

Reference Surveys:
Max M. Merrick for A. B. Joffron
November 20 - December 17, 1939



- Legend
- ⊙ Found 1-1/2" X 1-1/2" Angle Iron Monument
 - ⊙ Found 1" Square Bar Monument
 - ⊙ Found 1" Iron Pipe Monument
 - ⊙ Found 1-1/2" Iron Pipe Monument
 - ⊙ Found 2-1/2" Iron Pipe Monument
 - ⊙ Found 3" Iron Pipe Monument
 - ⊙ Found 1/2" Iron Rod Monument
 - ⊙ Set 1/2" Iron Rod Monument
 - ⊙ Electric Power Pole
 - ⊙ Telephone Cable Pedestal
 - ⊙ Guy Wire Anchor
 - ⊙ Electric Power Line
 - ⊙ Underground Telephone Cable

Note: There are no apparent wet lands on the surveyed properties



170
Expend
12/31/14

Avoyelles Parish Recording Page

Samuel G. Couvillon
Clerk of Court
312 N. Main
P. O. Box 219
Marksville, LA 71351
(318) 253-7523

Received From :
AVOYELLES PORT COMMISSION
P.O. BOX 127
SIMMESPORT, LA 71369

First VENDOR
AVOYELLES PARISH PORT COMMISSION

First VENDEE
MCCRANE, JULIUS LEE III

Index Type : Conveyances
Type of Document : Lease

Inst. Number : 2012-00001846

Recording Pages : 9

Book : 619 **Page :** 1

Recorded Information

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

On (Recorded Date) : 03/08/2012

At (Recorded Time) : 10:00:47AM



Stephanie Cannon
Deputy Clerk



Doc ID - 002258300009

Additional Index Recordings		
Index Type	Book	Page
MTG	697	798
		Inst. Number
		2012-00001846

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Do not Delete Book's Recording Page from Original Document Number: 2012-00001846 Seq: 1

FARM LEASE : UNITED STATES OF AMERICA
 BY: AVOYELLES PARISH PORT COMMISSION : PARISH OF AVOYELLES
 TO: JULIUS LEE McCRAINE, III : STATE OF LOUISIANA

This lease made and entered into this 1st day of March, 2012 by and between:

THE AVOYELLES PARISH PORT COMMISSION (JIN: xx-xxx9922) a political subdivision created, organized, and existing under the law of the State of Louisiana, whose address is 15972 Hwy 1 (P.O. Box 127), Simmesport, LA, 71369; herein represented by its duly authorized and empowered President, Samuel T. Maddie, as per Resolution, a copy of which is attached hereto and made a part hereof;

hereinafter referred to as "LESSOR(S)", and

JULIUS LEE McCRAINE, III (SS# [REDACTED]) a single man, having never been married, of full age of majority, a resident and domiciliary of Avoyelles Parish, Louisiana; whose address is 717 Bear Corner Road, Bunkie, LA 71322;

hereinafter referred to as "LESSEE" whether one or more, who declared before me, Notary Public, that he has entered into the following contract of lease:

A. PROPERTY RIGHTS:

The landlord hereby leases to the Tenant, to occupy and use for agricultural and related purposes, the lands located in Avoyelles Parish, Louisiana further described in Exhibit A attached hereto, together with all buildings and improvements (save and except all residential buildings) thereon if any. (The above described lands, together with the above mentioned buildings and improvements (other than those excepted), being hereinafter called the "Farm"). The rights herein granted are subject to the following:

- 1) The Landlord reserves the right of himself or his heirs, executors, administrators or assigns or ancestors in title (or any representatives, including employees, of such parties) to enter and use the farm at any time: **a)** for the purpose of consultation with Tenant; **b)** for purposes of making repairs, improvements, and inspections; **c)** for purposes of developing mineral resources; **d)** for purposes after notice of termination of the lease is given, of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the Tenant in carrying out regular farm operations; and **e)** for any other purposes which will not interfere with the Tenants farming operation; such reservation specifically includes, but is not limited to, the right to use the acreage not planted by Tenant for purposes which will not interfere with Tenants farming operations hereunder **f)** for the purpose of developing any portion of the herein described lands for commercial or non-farming purposes, however in the event any acreage is removed from this lease for development, Lessor, their heirs or assigns or ancestors in title shall credit to Lessee \$172.08 per acre if said acreage is removed from the lease after planting and before harvest of the crop by Lessee toward lease payments owed by Lessee.
- 2) The Landlord does not convey to the Tenant the right to lease or sublet any part of the farm or to assign the lease to any person or persons whomsoever, without Landlords consent.

- 3) If the Landlord should sell or otherwise convey title to the farm, it will do so according to the provisions of this lease, except as may be noted herein.
- 4) The terms of this lease shall be binding upon and inure to the benefit of, the heirs, executors, administrators, and successors of both landlord and tenant in like manner as upon the original parties.

B. LAND USE:

The agreed upon use of the land shall be for planting, cultivating, and harvesting of row crops; grain only. No sugar cane shall be planted. Tenant does not have the right under this lease to use, and Tenant will not use, the farm for any other purpose. Tenant shall raise no more than one crop per lease on any part of land described in Exhibit A unless prior to raising an additional crop Tenant establishes to Landlord satisfaction that the raising of an additional crop will not diminish the productive capacity of the land on which such additional crop is proposed to be raised (or that measures acceptable to landlord will be undertaken, at Tenant's expense, to prevent the productive capacity of such land from being diminished) and Landlord's consent is obtained in writing (which consent shall, if measures are to be taken to prevent productive capacity from being diminished, include an agreement by Tenant to undertake such specific measures).

C. IMPROVING, CONSERVING, AND MAINTAINING THE FARM:

To improve the farm, conserve its resources, and maintain it in a high state of cultivation, the parties agree as follows:

- 1) The Tenant will maintain the farm during its tenancy in as good condition as at the beginning, normal wear and depreciation excepted.
- 2) The Tenant will operate the Farm in an efficient and husband like way; will do the plowing, seeding, cultivating, and harvesting all in a manner that will conserve the Landlord's property.
- 3) The Tenant will not commit waste on or damage to the Farm and will use due care to prevent other from doing so. Tenant agrees that Landlord shall have the right to make soil tests on the property and further agrees to abide by and follow the recommendations of the Louisiana or U. S. Departments of Agriculture concerning soil conservation.
- 4) The Tenant will use diligence to prevent noxious weeds from going to seed on the Farm and will destroy same, and will keep weeds and grass cut or destroyed on the fields, farmstead, roadside, and fence rows.
- 5) The Tenant will not, without written consent of the Landlord, violate restrictions in the Landlord's insurance policy, which restrictions the Landlord shall make known to the Tenant. It is recognized that all insurance protection carried by Landlord is for Landlord's sole benefit.
- 6) The Tenant will keep any and all buildings, fences and other improvements included in this lease in as good repair and condition as they are when it takes possession, and in as good repair and condition as they may be put during the term of the lease, ordinary wear and tear expected. Tenant specifically agrees to maintain all fences on the Farm, if any, in a good state of repair, and sufficient to turn cattle, with such obligation to maintain to apply even in situations where the

deterioration of a fence's condition is the result of ordinary wear and tear.

7) Minor improvements of a temporary or removable nature which do not mar the condition or appearance of the Farm may be made by the Tenant at his own expense. The Tenant may, at any time this lease is in effect, or within thirty days after its termination, remove such improvements, provided he leaves in good condition that part of the Farm from which they are removed.

8) Tenant will, with diligence, protect the Farm from trespassers and encroachments and shall, as soon as reasonably practical, notify Landlord of acts of trespass and or encroachment.

D. RENTALS.

The rental price of this lease shall be ONE HUNDRED SEVENTY-TWO AND .08/100 (\$172.08) DOLLARS per acre per plantable acre, for a total annual rental of ONE HUNDRED TEN THOUSAND AND 41/100 (\$110,000.41) DOLLARS, payable in advance, with the first rent payment being due March 1, 2012, for the year commencing January 1, 2012, to December 31, 2012, and on January 1ST of each year thereafter. If the rental shall not be paid on its due date, Lessee will owe interest at the rate of eleven (11%) per cent annum on the rental price from due date until paid, plus twenty-five (25%) per cent of the amount including principal and interest as attorney's fees and for all costs, in the event that legal action shall be required, or in the event that Lessor should obtain the services of an attorney to collect said payment.

E. TERM OF LEASE.

- 1) This lease shall be for a term of three (3) years, commencing January 1, 2012, and ending December 31, 2014.
- 2) Tenant agrees to surrender possession and occupancy of the Farm at the termination of this lease, whether such termination occurs at the end of the lease term specified above or on an earlier date pursuant to Section A 1) f above or a termination in accordance with Section F.5 below.

F. MISCELLANEOUS PROVISIONS.

- 1) This lease is not intended to create, and nothing herein shall be construed to create, an association, trust, joint venture, or partnership or other entity or any kind.
- 2) All operations and other actions taken by (or on behalf of) Tenant shall be carried out by (or on behalf of) the Tenant without cost or expense to the Landlord and Landlord shall have no responsibility or liability in connection with any of Tenant's operations or other actions; Tenant shall have no power whatsoever to create obligations to be fulfilled by Landlord. Tenant accepts the Farm in its present condition and releases Landlord from (and agrees to be solely responsible for) any liability caused by or resulting from condition of the Farm. Tenant agrees to indemnify Landlord, and hold Landlord harmless from any and all claims, demands, liabilities and liens of every character arising in connection with any and all operations conducted by (or on behalf of) Tenant, or otherwise arising from any actions of Tenant or any of Tenant's agents, contractors or employees, or arising from any incident however caused (including those arising out of the condition of the Farm) on or about the Farm.

- 3) The Tenant agrees to keep records of mutual interest concerning operation of the Farm, which records shall be accessible to the Landlord at all times.
- 4) Amendments and alterations to this lease shall be made in writing.
- 5) This lease is subject to Tenant's performance of the covenants and conditions set forth herein. If Tenant:

- i) fails to pay rental at the time and in the manner provided for above; or
- ii) defaults in performance of any of the covenants or conditions set forth herein (other than payment of rent) and such default continues for more than thirty (30) days after Tenant receives written notice thereof from landlord; or
- iii) becomes insolvent, files (or has filed against it) a bankruptcy (or similar) proceeding, or files (or has filed against it) a proceeding calling for a receiver, liquidation, sequestrator or similar officer to be appointed for tenant; then Landlord may, at its option:
 - a) Accelerate all remaining rentals, pursue any legal remedy to recover for any breach, and continue the lease in force, or
 - b) Declare the lease terminated, reenter the Farm, and remove all persons and Tenant's property therefrom (Tenant shall not be entitled to any refund of rentals in the event of such termination).

- 6) All notices and other communications required or permitted hereunder shall be, unless otherwise specified, in writing and shall be delivered personally or by mail to the following:

a) If to Landlord: Mr. Samuel T. Maddie or President
AVOUELLES PARISH PORT COMMISSION
15972 Hwy 1
(P.O. Box 127)
Simmesport, LA, 71369

b) If to tenant: Mr. Julius Lee McCraine, III
717 Bear Corner Road
Bunkie, LA 71322

and shall be considered delivered on the date of the receipt. Either Landlord or Tenant may specify any other address as its address for receipt of notices by giving notice to the other party, in the manner provided in this paragraph, at least ten (10) days prior to the effective date of such change of address.

- 7) Lessee shall occupy the leased premises at its own risk and shall indemnify and hold Lessor harmless against any expense, loss, cost, damage, claim, action or liability paid, suffered or incurred as a result of any breach by Lessee, its agent, subcontractors, servants, employees, customers, visitors, or licensees of any convenient or condition of this lease, or the carelessness, negligence or improper conduct of Lessee, its agents, subcontractors, servants, employees, customers, visitors or licensees. Lessee further understands and agrees that he will provide a farm liability policy in the amount of **ONE MILLION (\$1,000,000.00) DOLLARS per accident**, with additional property damage coverage on the hereinabove described farming operations conducted on the hereinabove described property. It is further understood and agreed that Lessee will provide Lessor with a copy of said policy and name Lessor as an additional insured under the policy.

[Signatures continued on next page]

IN WITNESS WHEREOF, the parties have signed this *Farm Lease* by and between THE AVOYELLES PARISH PORT COMMISSION and JULIUS LEE McCRAINE, III, on the date first above written.

WITNESSES:

THE AVOYELLES PARISH PORT COMMISSION

Wayne L. Cace
WAYNE L. CACE
PRINTED NAME OF WITNESS

By: *Samuel T. Maddie*
Samuel T. Maddie, President

Robert A. Thomas
Robert A. Thomas
PRINTED NAME OF WITNESS

Julius Lee McCraine, III
JULIUS LEE McCRAINE, III

Samuel R. Firmin

NOTARY PUBLIC
DANIELLE R. FIRMIN
PRINTED NAME OF NOTARY
NOTARY # *065204*
MY COMMISSION EXPIRES *at death*

Exhibit A

DESCRIPTION OF LEASED PREMISES

TO LEASE DATED MARCH 1, 2012, BY AND BETWEEN JULIUS LEE MCCRAINE, III, TENANT, AND THE AVOYELLES PARISH PORT COMMISSION, LANDLORD. THE TERM OF THIS LEASE IS JANUARY 1, 2012, THROUGH DECEMBER 31, 2014.

IT IS UNDERSTOOD AND AGREED that the property leased includes farm land only.

Lease of 639.24 farmland acres as described in the following legal description:

LEGAL DESCRIPTION

Two tracts of land containing 639.24 acres more or less situated in Sections 13, 23 and 24, T1S-R6E, Avoyelles Parish, Louisiana, being described as Area "1" and Area "2" as follows:

AREA "1"

A certain tract and/or parcel of land containing 65.75 acres more or less cultivated land located in Section 13, T1S-R6E, Avoyelles Parish, Louisiana and described as follows:

Begin at the southwest corner of Section 13 FOR THE POINT OF BEGINNING; thence proceed N 00° 18'11"W, 22.69'; thence N 00° 18'11"W, 1290.42' to the northwest corner; thence N 89° 58'04"E, 302.29'; thence N 89° 58'04"E, 1376.50'; thence S 89° 15'03"E, 201.00'; thence S 88° 15'09"E, 450' to the northeast corner; thence S 02° 19'44"W, 1267.02', to the southeast corner; thence S 88° 48'21"W, 950.0' to the northeast corner of property owned by Robert Anderson; thence S 89° 29'01"W, 1321.39' to the southwest corner and the point of beginning, all as shown and identified as "Area 1" on plat of survey by Jessie P. Lachney, R.L.S., dated February 1, 2012.

Less and except from this area of 68.61 acres is 2.86 acres being a 40' strip of East Yellow Bayou Road and a 20' strip along the south line of Section 13 which is East Yellow Bayou Road and non-cultivated land.

AREA "2"

A certain tract and/or parcel of land containing 573.49 acres more or less of cultivated land located in Section 23 and 24, T1S-R6E, Avoyelles Parish and described as follows:

Begin at a common point of Sections 23, 24, 25 & 26 FOR THE POINT OF BEGINNING; thence proceed N 89° 56'16"W, 2635.57' to the southwest corner; thence proceed N 01° 58'52"E, 1178.73'; thence N 03° 24'26"W, 2264.33'; thence N 02° 44'36"E, 319.99'; thence N 07° 17'29"E, 310.70'; N 88° 28'43"W, W, 492.25'; thence N 00° 37'46"W, 1261.34' to the northwest corner on the south side of East Yellow Bayou Road; thence S 89° 52'03"E, 1873.18'; thence S 00° 01'30"E, 1312.25'; thence S 89° 58'43"E, 1319.77'; thence S 00° 00'38"E, 1319.85'; thence N 89° 16'39"E, 1320.39'; thence N 00° 02'21"E, 1291.63'; thence S 74° 12'35"E, 562.48'; thence S 42° 20'34"E, 258.73'; thence S 52° 01'54"E, 310.62'; thence S 45° 01'51"E, 356.89'; thence S 57° 26'22", 138.49'; thence N 74° 04'01"E, 83.56'; thence N 31° 43'54"E, 199.94'; thence N 6° 56'50"E, 443.77'; thence East 813.27'; thence S 0° 09'50"W, 3489.84' along the west side of 20' strip reserved along the west side of LA Hwy, 105'; thence N 89° 56'16"W, 1126.35'; thence S 00° 09'50"W, 300'; thence N 89° 56'16"W, 2579.25' back to the point of beginning, all as shown and identified as "Area 2" on plat of survey by Jessie P. Lachney, T.L.S. dated February 1, 2012.

Less and except from this area of 577.40 acres is 3.91 acres of non-cultivated land (50' strip for Brushy Bayou).

CERTIFICATE OF SURVEY
 Alexandria-Markville, Louisiana, FEBRUARY 02, 2012

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES:
 I HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE SURVEY MADE OF THE FOLLOWING DESCRIBED PREMISES OR TRACT OF LAND TO WIT: 2 TRACTS OF LAND CONTAINING 577.40 ACS. & 88.81 ACS. LOCATED IN SECTIONS 13, 23 & 24, T18 - R6E, AVOYELLES PARISH, LA.

SCALE 1" = 1000'
 FOR AVOYELLES PARISH PORT COMMISSION
 AT REQUEST AVOYELLES PARISH PORT COMMISSION

JESSIE P. LACHNEY, P.E., P.L.S.
 4008 HWY. 452
 MARKVILLE, LOUISIANA
 Ph. (504) 288-8024
Jessie P. Lachney
 JESSIE P. LACHNEY, LA. REG. NO. 363

References:
 1. PLAT OF SURVEY BY: JAMES W. TOWNSEND, DATED: 12/19/2003 FOR: TRUSTLAND, INC.
 * WELL ESTABLISHED LINE BASIS OF BEARING AS PER RFP, PLAT NO. 1



NOTE:
 THIS SURVEY DOES NOT CONSTITUTE:
 1. ENVIRONMENTAL SITE ASSESSMENT
 2. WETLANDS DETERMINATION
 3. SUB-SURFACE INVESTIGATION
 4. CERTIFICATION OF UN-ENCUMBERED OWNERSHIP

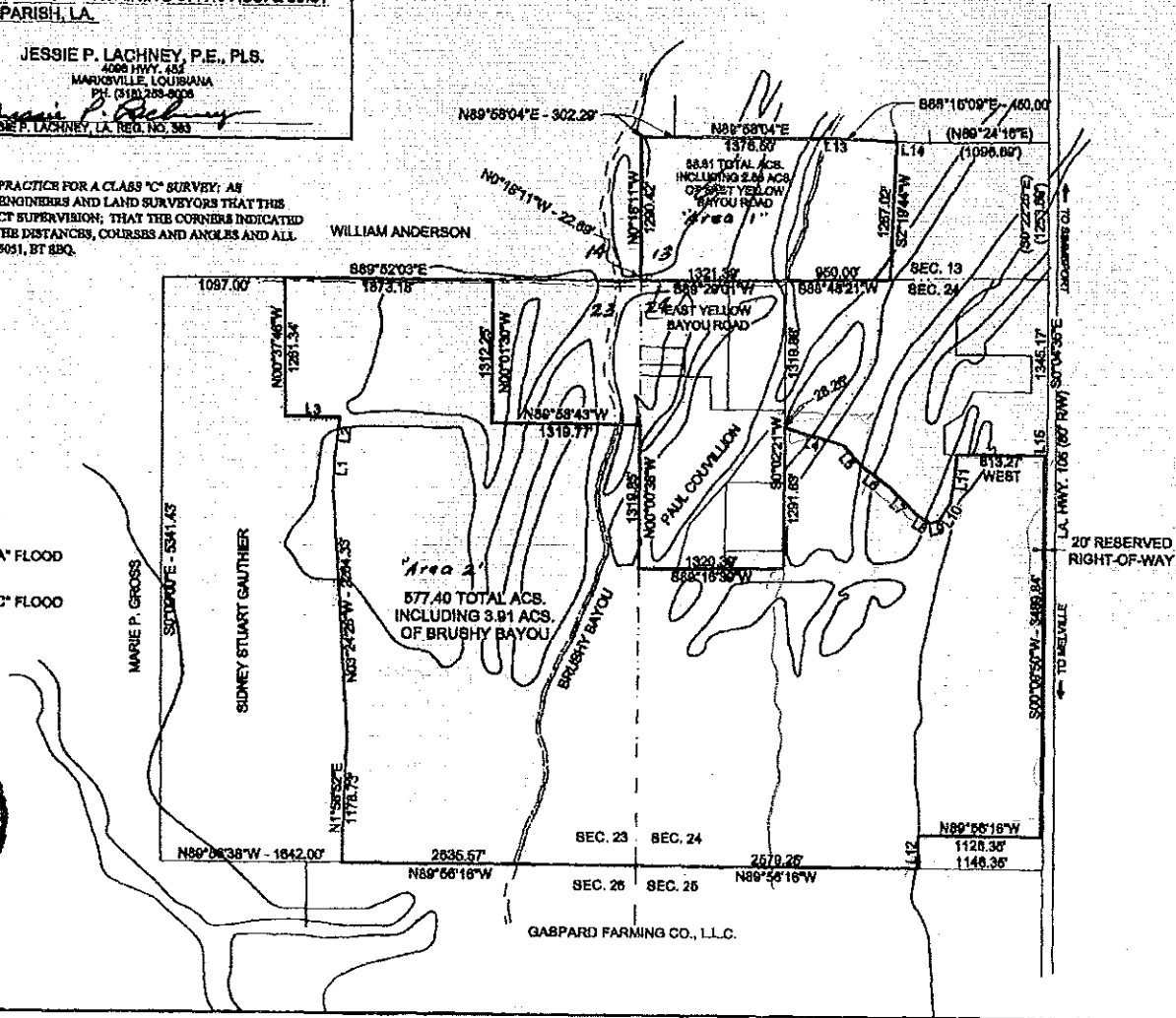
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAT CONFORMS TO THE APPLICABLE STANDARDS OF PRACTICE FOR A CLASS "C" SURVEY, AS PUBLISHED BY THE LOUISIANA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS THAT THE PLAT IS A REPRESENTATION OF AN ACTUAL GROUND SURVEY DONE UNDER MY DIRECT SUPERVISION; THAT THE CORNERS INDICATED HAVE BEEN MARKED AND MONUMENTED IN THE FIELD WITH 1/2" IRON RODS; THAT THE DISTANCES, COURSES AND ANGLES AND ALL OTHER SURVEY INFORMATION ARE CORRECTLY SHOWN AND COMPLES WITH R.S. 33:5051, BT 89Q.

Note: This property is located in the Flood Zone "A & C" in accordance to the F.I.R.M. 220019 0275B & 2200250 0001A and is within the 100-year flood plain. (for insurance purposes only) EFFECTIVE DATED FEB. 25, 1990, FLOOD ZONE HAS BEEN SCALED IN FROM A 1" = 2000' MAP.

Parcel Line Table		
Line #	Length	Direction
L1	319.09	S2°44'38"W
L2	310.70	S7°17'29"W
L3	492.25	S68°28'43"E
L4	662.48	N74°12'35"W
L5	258.73	N42°20'34"W
L6	310.62	N62°01'64"W
L7	356.89	N45°01'61"W
L8	136.49	N57°28'22"W
L9	83.56	S74°04'01"W
L10	189.84	S31°43'64"W
L11	443.77	S6°58'50"W
L12	300.00	N0°09'50"E
L13	201.00	N89°15'03"W
L14	284.22	N88°15'09"W
L15	264.64	N0°09'50"E

 DENOTES ZONE "A" FLOOD ZONE
 DENOTES ZONE "C" FLOOD ZONE



BOOK: 619 Page: 1 Inst. Number: 2012-00001846 Seq: 8



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KYLE WOLFF AGENT/ STATE FARM INSURANCE PO BOX 209 1109 SHIRLEY RD BUNKIE LA 71322 INSURED JULIUS MC CRAINE III 717 BEAR CORNER RD BUNKIE LA 71322	CONTACT NAME: RHONDA ANDRUS PHONE (A/C No. Ext.): 318.346.6895 E-MAIL ADDRESS: rhonea.andrus.jmhm@statefarm.com INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
FAX (A/C No.): 318.346.6897 INSURER(S) AFFORDING COVERAGE NAIC # 25143	

COVERAGES

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> FARM/RANCH LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED. RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.			18-2033/F	02/24/2012	05/24/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ MC STATUTORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

640 ACRES, AVOUELLES PARISH LA

CERTIFICATE HOLDER

AVOUELLES PORT COMMISSION
 170 HONEY BEE LN
 SIMMESPORT LA 71369

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kyle Wolff
 © 1988-2010 ACORD CORPORATION. All rights reserved.
 1001488432849.6 11-15-2010

12

Non - Applicable

Avoyelles Parish Recording Page

Samuel G. Couvillon
Clerk of Court
312 N. Main
P. O. Box 219
Marksville, LA 71351
(318) 253-7523

Received From :

PAPALE, THOMAS
P O BOX 450
MARKSVILLE, LA 71351

First VENDOR

CANADAVILLE LOUISIANA USA INC

First VENDEE

SIMMESPORT TOWN OF

Index Type : Conveyances

Inst. Number : 2005-00007905

Type of Document : Agreement

Book : 527

Page : 577

Recording Pages : 5

Recorded Information

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

Dolores J. Harris
Deputy Clerk



On (Recorded Date) : 10/27/2005

At (Recorded Time) : 2:16:38PM



Doc ID - 000362110005

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Do not return this Recording Page to the Original Document Number: 2005-00007905 Seq: 1

CANADAVILLE LOUISIANA USA INC.,
A NOT-FOR-PROFIT DELAWARE
CORPORATION TO BE INCORPORATED

UNITED STATES OF AMERICA

AND

20003 DELAWARE INC.,
A DELAWARE CORPORATION

STATE OF LOUISIANA

AND

TOWN OF SIMMESPORT

PARISH OF AVOYELLES

AGREEMENT

BE IT KNOWN that on the days and dates before the undersigned Notaries Public, duly commissioned and qualified in and for their respective jurisdictions, therein residing,

PERSONALLY CAME AND APPEARED:

TOWN OF SIMMESPORT, 372 Mission Drive, Simmesport, Louisiana 71369, a political subdivision of the State of Louisiana, herein represented by James T. Fontenot, its mayor, hereinafter referred to as "Town of Simmesport";

and

CANADAVILLE LOUISIANA USA INC., A NOT-FOR-PROFIT DELAWARE CORPORATION TO BE INCORPORATED, c/o 337 Magna Drive, Aurora, Ontario, Canada L4G7K1, hereinafter referred to as "Canadaville";

and

20003 DELAWARE INC., A DELAWARE CORPORATION, c/o 455 Magna Drive, Aurora, Ontario, Canada L4G7A9, hereinafter referred to as "20003";

whereas the parties hereto agree on a cooperative agreement to facilitate the creation by Canadaville of a development to house up to 300 people on a tract of property located on Louisiana Highway 105 near Simmesport, Avoyelles Parish, Louisiana, hereinafter referred to as the "Development", and in connection therewith, Canadaville does hereby agree to provide to the Town of Simmesport the following, to-wit:

Canadaville will provide from the date of the ratification of this Agreement by a duly authorized resolution or ordinance of the Town of Simmesport and by Canadaville, the following:

I. Security and Safety

A. In order to ensure safety and security for the Development, Canadaville will pay \$50,000 per annum, payable in quarterly installments, to be used by the Town of Simmesport exclusively to fund three (3) additional full time Town of Simmesport policemen for a period of five (5) years.

B. Provide two (2) fully equipped police vehicles for use by the Town of Simmesport Police Department;

C. Make available and furnish a police substation in the Development to be fully equipped with appropriate equipment and facilities.

II. Community, Culture and Recreation

A. **Canadaville** will construct, or have constructed, and equip a community center of approximately 10,000 square feet to be located in the Development and to include but not limited to, a stage with lighting, wash room facilities, chairs and tables, and kitchen facilities.

B. Build and construct a parking lot adjacent to the community of sufficient size for the facility.

C. Build and construct several recreational facilities including baseball diamonds; basketball court(s); tennis court(s) and open field for other recreational activities, with appropriate lighting to at least one of the baseball diamonds. The specific configurations and dimensions for same to be determined by persons involved in the sports programs in the **Town of Simmesport** in conjunction with **Canadaville** architects.

D. Build and construct a sprinkler fountain and/or wading pool.

III. Employment

A. **Canadaville**, or an independent contractor hired by **Canadaville**, will hire and pay for a minimum of forty (40) persons to be employed for a minimum of four (4) months at the minimum rate of pay of Seven and 25/100 (\$7.25) Dollars per hour. Said employees are to be recommended for employment by the Mayor and Town Council of Simmesport to **Canadaville**.

IV. Economic Development

A. **Canadaville** agrees to make reasonable efforts to be a good corporate citizen to the **Town of Simmesport** and will attempt to promote the community, economic and environmental well being of the **Town of Simmesport** and the surrounding communities in Avoyelles Parish, Louisiana.

Canadaville hereby agrees that the building and improvements referred to above, including the police substation, the community center, the recreational fields, and the adjacent parking areas, but not to include any manufactured homes, will, if reasonably possible but subject to events of force majeure, be constructed within one (1) year of this Agreement, and thereafter Subject to obtaining approvals,

Canadaville will arrange, within six(6) months following completion of the building and improvements referred to above, to have donated to the **Town of Simmesport** the buildings, improvements and the real property encompassing these structures, the acreage of which will be confirmed by the architects based on most recent surveys and drawings.

Whereas, the **Town of Simmesport**, in consideration for the donations, grants and improvements set forth hereinabove to be constructed and provided by **Canadaville**, agrees to provide utility services furnished by the **Town of Simmesport** to the Development, including sewage, natural gas and water. The **Town of Simmesport** agrees to waive any and all charges and fees related to **Canadaville's** connection to the utility services including, without limitation, all connection fees, meter activation fees, tap fees, and/or permit fees. The construction of all sewer lines, gas lines, water lines, ditches and road ways in the Development will be undertaken at the expense of **Canadaville**. However, the maintenance and repair of all sewer lines, gas lines, water lines, except the individual utility service lines to each meter, ditches and roadways in the Development will become the sole responsibility of the **Town of Simmesport** upon the donation by **Canadaville** of the police substation, community center, recreational facilities and adjacent parking areas to occur after annexation of **Canadaville** into the corporate limits of the **Town of Simmesport**.

Whereas it is agreed between the parties that it is in the best interest of the **Town of Simmesport** and **Canadaville** that the Development by **Canadaville** adjacent to the **Town of Simmesport** be annexed into the corporate limits of the **Town of Simmesport**, in order to provide for necessary police and fire protection, and utility and roadway maintenance and repair of the Development, it is understood by the parties that annexation by the **Town of Simmesport** after compliance with all legal requirements, will not divest **Canadaville** or **20003** of any ownership interest in any and all property retained by them other than those tracts or parcels donated to the **Town of Simmesport** as set forth herein.

Notwithstanding any other provision of this Agreement, the parties agree and acknowledge that neither **Canadaville** nor **20003** shall be required to donate to the **Town of Simmesport** any buildings, improvements or land until after the Development has been annexed to the **Town of Simmesport**.

Whereas it is further agreed by the parties that all reasonable professional services ancillary to the implementation of this Agreement, including but not limited to engineering, surveying, and legal services, will be paid either directly by **Canadaville** or reimbursed to the **Town of Simmesport** provided **Canadaville** has given its prior written approval in respect of any such services and/or expenses.

Whereas it is further agreed to between the parties that all facilities, including land, buildings and improvements, donated to the **Town of Simmesport** by **Canadaville** and **20003** are to be used and maintained for their original purposes as in effect on the date of donation and any change of their use shall require **Canadaville's** or **20003's**, as the case may be, prior written approval.

Canadaville and **20003** shall assume responsibility for completion of all the terms

and conditions set forth in this Agreement upon compliance by the Town of Simmesport with all of its requirements under the Agreement. Canadaville and 20003 shall have the right to assign their respective rights and obligations under this Agreement to their respective subsidiaries and affiliates and also agree that should there be any assignment of their rights to their respective subsidiaries and affiliates Canadaville and 20003 will remain responsible for the compliance by any subsidiaries or affiliates to all of the terms of this agreement

It is understood by the parties hereto that it is the intention of Canadaville to incorporate and the parties agree that no promoter shall be personally responsible for the performance of the terms of this Agreement.

THUS DONE AND SIGNED in Marksville, Avoyelles Parish, Louisiana, on this 18th day of October, 2005, in the presence of the undersigned competent witness.

WITNESSES:

Carol LaBorte

James T. Fontenot

TOWN OF SIMMESPORT
BY: JAMES T. FONTENOT, MAYOR

V. E. Blaylock

Thomas E. Papale

NOTARY PUBLIC
THOMAS E. PAPALE
BAR ROLL # 8760

THUS DONE AND SIGNED in Aurora, Ontario, Canada, on this 24th day of October, 2005, in the presence of the undersigned competent witness.

WITNESSES:

Michelle Atch

Dennis Mills

CANADAVILLE LOUISIANA USA INC.,
A NOT-FOR-PROFIT DELAWARE
CORPORATION
BY: DENNIS MILLS, PRESIDENT

John Simonetti

John Simonetti

20003 DELAWARE INC.,
ONLY FOR THE PURPOSES OF
DONATING THE LAND REFERRED
TO HEREIN
BY: John Simonetti, Chief Executive Officer
Douglas Tatters, Executive Vice-President and
Chief Financial Officer

NOTARY PUBLIC

12

Non - Applicable

Avoyelles Parish Recording Page

Samuel G. Couvillon
Clerk of Court
312 N. Main
P. O. Box 219
Marksville, LA 71351
(318) 253-7523

Received From :

PAPALE, THOMAS
P O BOX 450
MARKSVILLE, LA 71351

First VENDOR

CANADAVILLE LOUISIANA USA INC

First VENDEE

SIMMESPORT TOWN OF

Index Type : Conveyances

Inst. Number : 2005-00008194

Type of Document : Addendum

Recording Pages : 3

Book : 528 **Page :** 81

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Courts office for Avoyelles Parish, Louisiana



Deputy Clerk

On (Recorded Date) : 11/09/2005

At (Recorded Time) : 11:02:43AM



Doc ID - 000375760003



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Do not ~~Back~~ this recording page from original document. **Page: 81** **Inst. Number: 2005-00008194** **Seq: 1**
547-577

CANADAVILLE LOUISIANA USA INC., UNITED STATES OF AMERICA
A NOT-FOR-PROFIT DELAWARE CORPORATION TO BE INCORPORATED

AND STATE OF LOUISIANA

TOWN OF SIMMESPORT PARISH OF AVOYELLES

ADDENDUM AGREEMENT

BE IT KNOWN that on the days and dates before the undersigned Notaries Public, duly commissioned and qualified in and for their respective jurisdictions, therein residing,

PERSONALLY CAME AND APPEARED:

TOWN OF SIMMESPORT, 372 Mission Drive, Simmesport, Louisiana 71369, a political subdivision of the State of Louisiana, herein represented by James T. Fontenot, its mayor, hereinafter referred to as "Town of Simmesport";

and

CANADAVILLE LOUISIANA USA INC., A NOT-FOR-PROFIT DELAWARE CORPORATION TO BE INCORPORATED, c/o 337 Magna Drive, Aurora, Ontario, Canada L4G7K1, hereinafter referred to as "Canadaville";

whereas the parties hereto agree that on October 24, 2005 an Agreement was executed between the above named parties and recorded in the Avoyelles Parish, Louisiana Conveyance Records on October 27, 2005 under Original Instrument Number 2005-00007905 and filed in Conveyance Book 527, Page 577.

Said Agreement was a cooperative Agreement between the parties hereto to facilitate the creation by Canadaville of a development to have up to three hundred (300) people on a tract of property located on Louisiana Highway 105 near the Town of Simmesport, Avoyelles Parish, Louisiana.

The Agreement referred to herein provided that each of the parties hereto are to undertake certain obligations and responsibilities.

Whereas the Town of Simmesport needs to make specific repairs to their Waste Water Treatment Plant including the refurbishing of three (3) 4" Hydromatic Submersible Pumps and flow meter, before the Town of Simmesport can permit connection of the Canadaville sewer system to the Town of Simmesport Sewerage system; and as a condition of the connection Canadaville agrees to reimburse the Town of Simmesport up to Ten Thousand and NO/100 (\$10,000.00) Dollars for the repairs to the Town of Simmesport Treatment Plant. It is further

agreed that prior to Canadaville making payment to the Town of Simmesport the engineers for the Town of Simmesport are to provide Canadaville with evidence that the three (3) pumps and flow meter have been repaired to standards acceptable to the engineers of Canadaville.

Canadaville in exchange for the payment to the Town of Simmesport in order to make the repairs enumerated herein will be permitted to proceed with its development using the plans submitted by its engineers including, without limitation, working lift stations with submersible pumps and six inch diameter wet wells.

THUS DONE AND SIGNED in Simmesport, Avoyelles Parish, Louisiana, on this _____ day of November, 2005, in the presence of the undersigned competent witness.

WITNESSES:

Donald Barwick

[Signature]

James T. Fontenot
TOWN OF SIMMESPORT
BY: JAMES T. FONTENOT, MAYOR

Rory Dwyer
NOTARY PUBLIC
ID # 57770

THUS DONE AND SIGNED in Simmesport, Avoyelles Parish, Louisiana, on this _____ day of November, 2005, in the presence of the undersigned competent witness.

WITNESSES:

Reta Stull

Peggy Brown

Dennis Little
CANADAVILLE LOUISIANA USA INC,
A NOT-FOR-PROFIT DELAWARE
CORPORATION
BY: Dennis Mills, President

Rory Dwyer
NOTARY PUBLIC
ID # 57770

Avoyelles Parish Recording Page

Samuel G. Couvillon
Clerk of Court
312 N. Main
P. O. Box 219
Marksville, LA 71351
(318) 253-7523

Received From :
CLECO INC
P O BOX 5000
PINEVILLE, LA 71360

First VENDOR
TATTERS, DOUG

First VENDEE
CLECO POWER LLC

Index Type : Conveyances

Inst. Number : 2006-00008115

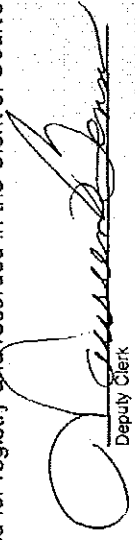
Type of Document : Right Of Way

Book : 543 Page : 208

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 Avoyelles Parish, Louisiana


Deputy Clerk

On (Recorded Date) : 11/03/2006

At (Recorded Time) : 9:51:26AM



Doc ID - 000817780003



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Do not Book this Recording Page 208 Original Number: 2006-00008115 Seq: 1

13 Non Applicable

**CLECO POWER LLC
UNDERGROUND SERVITUDE AGREEMENT
(INDIVIDUAL)**

Recorded # _____ Pg _____

Project No. 03XB490103-009
Agent No. 4769

STATE OF LOUISIANA
PARISH OF Avoyelles

KNOW ALL MEN BY THESE PRESENTS, that the undersigned 20003 DELAWARE, INC.
herein represented by Doug Tatters, Executive Vice President

of lawful age, whose mailing address is 455 Magna Drive, Aurora, Ontario, Canada L4G 7A9, State of _____, Grantor,
for and in consideration of One and No/100 (\$1.00) Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and full
acquittance granted therefor, does hereby grant unto Cleco Power LLC, its successors and assigns, the right, privilege and servitude forever to construct,
operate, improve and maintain underground electric distribution facilities and communications and other related appurtenances and the right to cut, trim and
remove trees and shrubbery and other growths, together with a perpetual Right of Way, all as hereinafter set forth, upon, over, and across the following
described lands in the Parish of Avoyelles, State of Louisiana, and more particularly described as follows:

A certain tract of land located in Section(s) 24, Township 1 South, Range 6 East,
Ward 7, Parish of Avoyelles, Louisiana,
Route of new right of way and guying locations more particularly shown on _____ Plat(s) of Survey _____, a copy of
which is attached hereto and made a part hereof.

The Rights of Way being 10 feet in width. (See Attached)

Grantor further grants to Grantee the right to open and clear the above described Right of Way and to forever maintain said Right of Way and its
underground electric distribution facilities and appurtenances, open and clear, on, over, under and across the aforesaid property. No buildings or other
structures except fences shall be built on and/or across, or above, or below, or over-hanging said Right of Way, or any part thereof. Grantor further grants to
Grantee the right and privilege to construct, operate and maintain said underground electric distribution facilities anywhere on, under, along and above the
said Right of Way, and to locate its facilities and other appurtenances at any places on and within the said Right of Way that Grantee may, in its sole
discretion, select or desire. Grantor further grants to Grantee the right and privilege to keep the said Right of Way clear of any and all obstacles which, in
the sole judgment of Grantee, might interfere with or constitute a hazard to the operation and/or maintenance of said underground electric facilities.

Grantor further grants to Grantee the right and privilege to patrol, alter, inspect, improve, repair, replace or remove any and all underground electric
facilities, including the right to increase or decrease the voltage of such electric distribution facilities, and shall have all other rights and privileges deemed
by Grantee necessary or convenient for the full use and enjoyment of said Right of Way.

The servitude and rights herein granted are not exclusive, and Grantor reserves the right to grant servitudes to others affecting the above described
servitude provided that in the reasonable judgment of Grantee such servitudes and rights so granted do not conflict with the rights of Grantee.

Grantee shall always have the right of ingress and egress to and from and upon said Right of Way over and across the above described property.

Grantor agrees that it will release and hold Grantee harmless from any claims for damage done by Grantee to the property and/or its improvements
during this said construction period, unless said damage results solely from the negligence of Grantee.

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this 15th day of NOVEMBER, 2005
in the presence of two competent witnesses, who sign as such with Grantor after due reading.

Witnesses
20003 DELAWARE, INC.

Ame Marshall
Signature

Loise Garonite
Signature

Print Name
Print Name

BY: Doug Tatters

Signature

S.S.N.

Print Name

Signature

S.S.N.

Print Name

Grantor

Cleco Power LLC

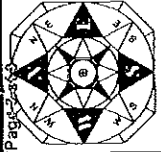
Grantee

STATE OF LOUISIANA
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 foregoing instrument as a witness, in the presence of the Grantor and another
subscribing witness, all of whom signed in his presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and
correct.

SWORN TO AND SUBSCRIBED before me this 15th day of NOVEMBER, A.D. 2005

[Signature]
Notary Public



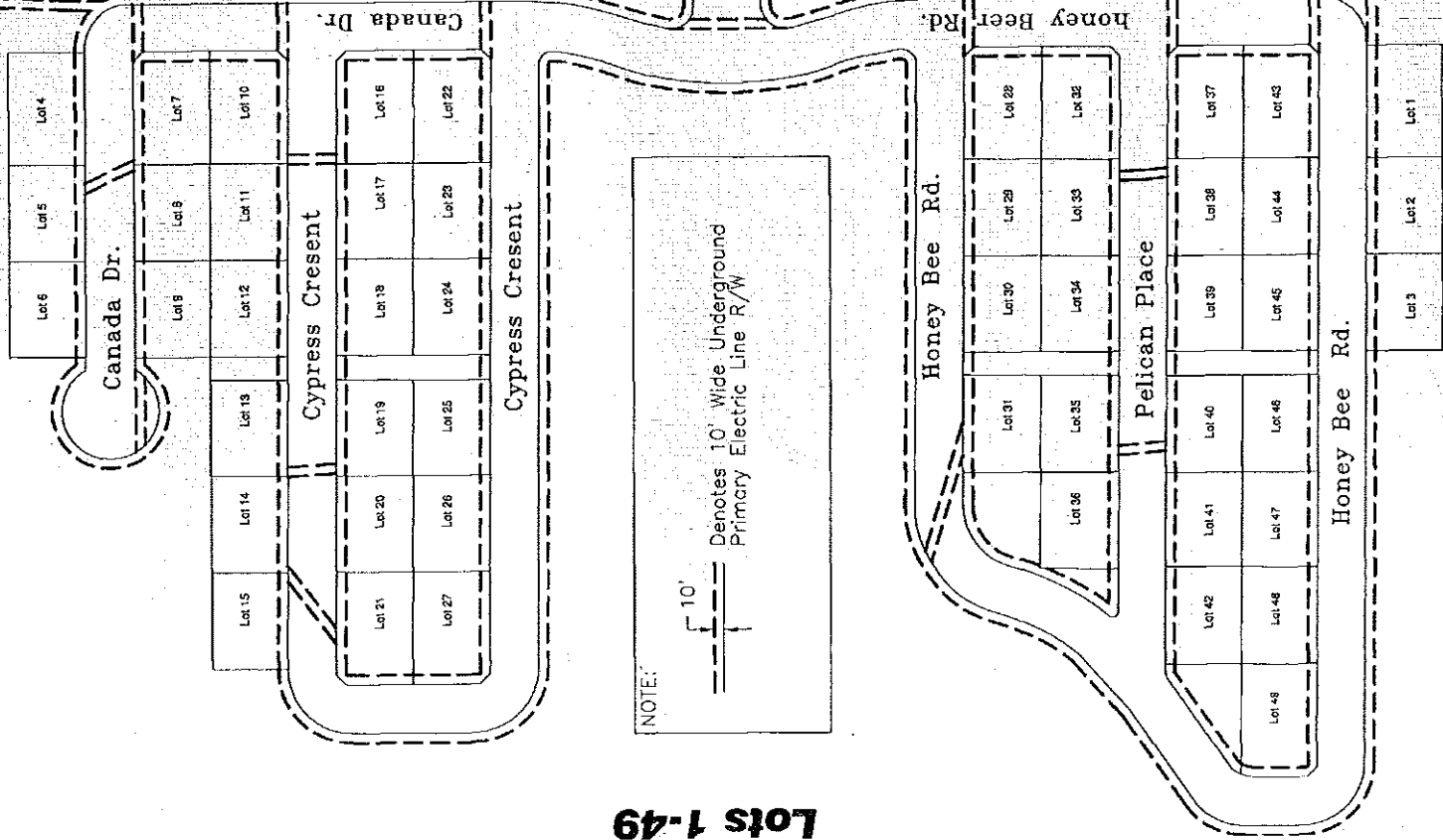
SKETCH (Not to Scale)

ELN 21632-10919

← To Simsport

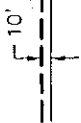
LA Hwy 105

→ To Melville



Canadaville Lots 1-49

NOTE:



Denotes 10' Wide Underground
Primary Electric Line R/W



Cleco Power LLC
PINEVILLE, LOUISIANA

04/05/06 CD

PROPOSED ELECTRIC LINE RIGHT OF WAY
ACROSS THE PROPERTY OF

Canadaville

R/W WIDTH 10'
 R/W LENGTH 13,000' ± UG
 R/W WIDTH _____
 R/W LENGTH _____

ELN NUMBER 21632-10919

IN SECTION 24 T-1S R-6E
Book: 543 Page: 208 Inst. Number: 2006-0008115 Seq: 3
 AVOUELLES PARISH, LOUISIANA
 WARD 7

14

No - Applicable

Avoyelles Parish Recording Page

Samuel G. Couvillon
Clerk of Court
312 N. Main
P. O. Box 219
Marksville, LA 71351
(318) 253-7523

Received From :
CLECO INC
P O BOX 5000
PINEVILLE, LA 71360

First VENDOR
SIMONETTI, JOHN D

First VENDEE
CLECO POWER LLC

Index Type : Conveyances
Type of Document : Right Of Way
Recording Pages : 3
Inst. Number : 2007-00006229
Book : 554 Page : 971

Recorded Information

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

John D. Simonetti
Deputy Clerk

On (Recorded Date) : 08/22/2007
At (Recorded Time) : 9:50:07AM



Doc ID - 001155330003

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Book: 554 Page: 971 Inst. Number: 2007-00006229 Seq: 1

CLECO POWER LLC
RIGHT OF WAY PERMIT
FOR ELECTRIC LINES

Recorded _____

COB _____ Pg. _____
Project No. 03NBC00003-009
Agent No. 4769

STATE OF LOUISIANA
PARISH OF Avoyelles
KNOW ALL MEN BY THESE PRESENTS, that 20003 DELAWARE, INC.
herein represented by: John D. Simonetti, CEO

of lawful age, whose mailing address is 455 Magna Drive, Ontario, Canada, State of Canada LAG7A9, Grantor,
in consideration of One (\$1.00) Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and
full acquaintance granted, therefor does hereby grant unto Cleco Power LLC, a Louisiana corporation whose post office address is Pine-
ville, Louisiana, and to its successors or assigns (herein called Grantee) the right to enter upon the land of the undersigned situated in the
Parish of Avoyelles, State of Louisiana, and more particularly described as follows:

A certain tract of land located in Section(s) 13, Township 1 South, Range 6 East,
Ward 7, Parish of Avoyelles, Louisiana,
Route of new right of way and guying locations more particularly shown on _____, a copy
which is attached hereto and made a part hereof.

and to place, construct, operate, repair, maintain, and replace thereon an electric distribution line or system, and to cut down trees and trim
shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak,
leaning or dangerous trees that are tall enough to strike the wires in falling. To maintain said right of way clear of trees at all times. The
following rights are also granted: the right, consistent with law, to allow any other firm or corporation to attach wires or lay cable or
conduit or other appurtenances upon, over and under said servitude for systems of electricity and communications; ingress to and egress
from said servitude at all times; and the right to relocate said facilities, systems of electricity, or related services on said lands to conform to
any future highway relocation, widening, or improvements.

It is understood and agreed that the Right of Way and easement hereby granted is 30 feet in width. (See Attached)
Grantor retains the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere
with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or
object of any type whatever within said servitude, but Grantor may fence any or all of the said property.

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

This Right of Way does not convey any interest whatever in any oil, gas or other minerals in, on or under the above described land.

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this 20 day of July, 2007,

in the presence of two competent witnesses, who sign as such with Grantor after due reading.

20003 DELAWARE, INC.

Witnesses
Signature
Print Name

Signature
Print Name

Signature
Print Name

Signature
Print Name

Signature
Print Name

Signature
Print Name

Signature
Print Name

Signature
Print Name

Signature
Print Name

Signature
Print Name

By: Richard R. Kraft, CEO Grantor
Cleco Power LLC
Grantor

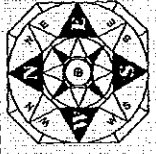
CITY OF AVYELLES
STATE OF LOUISIANA
PARISH OF AVYELLES

BEFORE ME, the undersigned authority, personally came and appeared Leifue Kowal, 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
hereto are genuine and correct.

SWORN TO AND SUBSCRIBED before me this 20th day of July, A.D. 2007

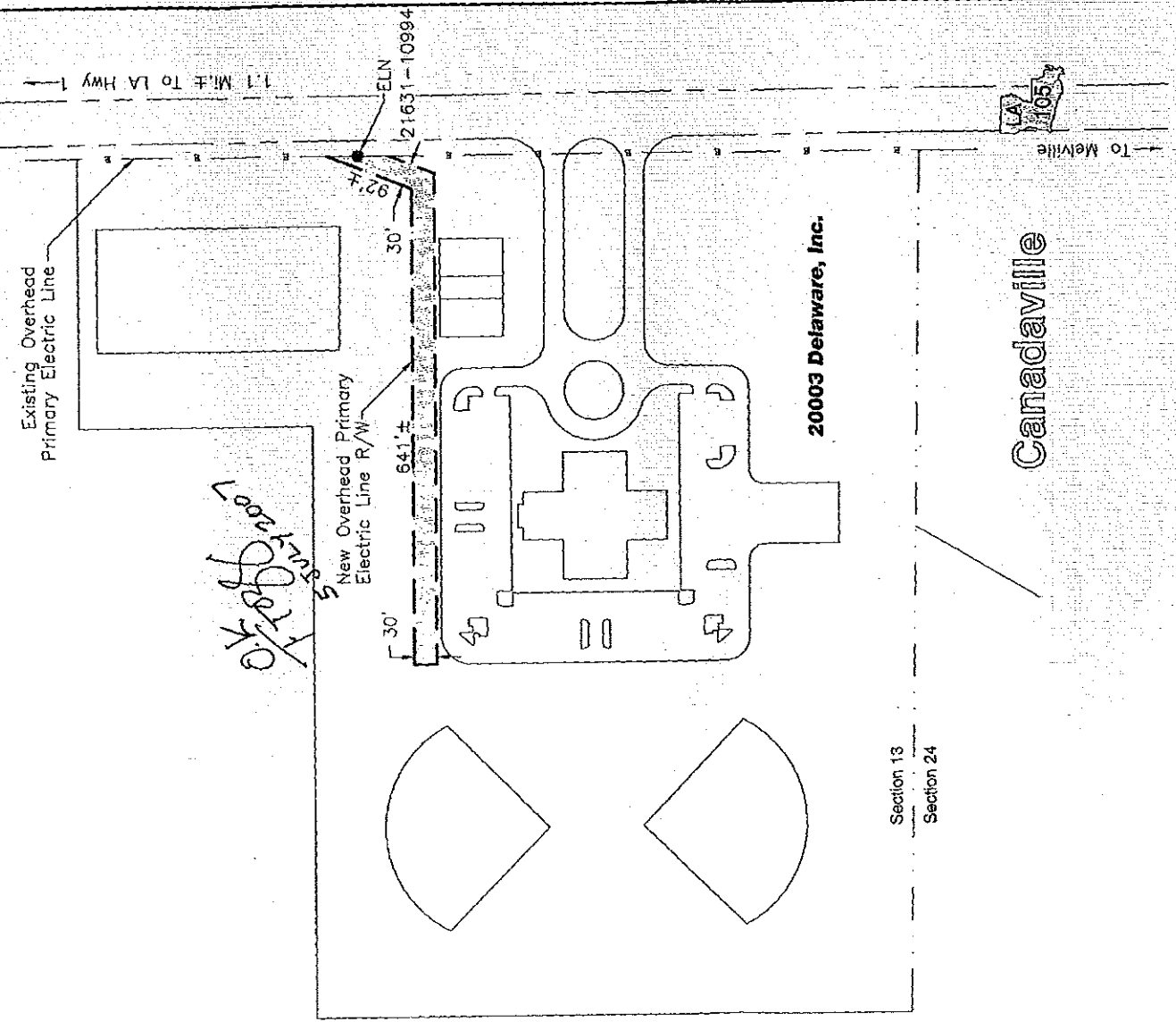
Notary Public

Book: 554 Page: 971 Inst. Number: 2007-00006229 Seq: 2



Simmesport, LA

SKETCH
(Not to Scale)



Section 13
Section 24

NEW ELECTRIC LINE RIGHT OF WAY ACROSS THE PROPERTY OF		CLECO Cleco Power LLC PINEVILLE, LOUISIANA	
20003 Delaware, Inc.		019710	
SECTION(S): 13	TOWNSHIP: 1S	RANGE: 6E	
WARD: 7	AVOYELLES PARISH, LOUISIANA		
BOOK: 554 Page: 971 Inst. Number 2007-00006229-Seq 3			
ELN: 21631-10994 DWN. BY: C.M.D. DATE: 06/19/07			

Guying as Needed

W WIDTH: 30'
W LENGTH: 793'± OVERHEAD

24

Non-Applicable

Avoyelles Parish Recording Page

Connie B. Couvillon
 Clerk of Court
 312 N. Main
 P. O. Box 219
 Marksville, LA 71351
 (318) 253-7523

Received From :
 CLECO INC
 P O BOX 5000
 PINEVILLE, LA 71360

First VENDOR
 AVOYELLES PARISH PORT COMMISSION

First VENDEE
 CLECO POWER LLC

Index Type : Conveyances **Inst. Number :** 2012-00010285
Type of Document : Servitude **Book :** 629 **Page :** 288
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 Avoyelles Parish, Louisiana

On (Recorded Date) : 11/09/2012
 At (Recorded Time) : 10:17:26AM



Doc ID - 002409330003

Stephan L. Amour
 Deputy Clerk

Return To :

Do not Detach this Recording Page from this Inst. Page: 288 Inst. Number: 2012-00010285 Seq: 1

**CLECO POWER LLC
OVERHEAD & UNDERGROUND
SERVITUDE AGREEMENT
FOR ELECTRIC LINES**

Recorded # _____ Pg. _____
Project No. 03NBN00003-009
Agent No. 4769

STATE OF LOUISIANA
PARISH OF Avoyelles

KNOW ALL MEN BY THESE PRESENTS, that the undersigned AVOYELLES PARISH PORT COMMISSION
herein represented by: Tommy Maddie, Chairman

of lawful age, whose mailing address is 15972 Hwy. 1, Simmesport, LA 71369, State of Louisiana, Grantor,
for and in consideration of One and No/100 (\$1.00) Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and full
acquittance granted therefor, does hereby grant unto Cleco Power LLC, its successors and assigns, the right, privilege and servitude forever to construct,
operate, improve and maintain overhead and underground electric distribution facilities and communications and other related appurtenances and the right to
cut, trim and remove trees and shrubbery and other growths, together with a perpetual Right of Way, all as hereinafter set forth, upon, over, and across the
following described lands in the Parish of Avoyelles, State of Louisiana, and more particularly described as follows:

A certain tract of land located in Section(s) 24, Township 1 South, Range 6 East
Ward Avoyelles, Parish of Avoyelles, Louisiana.
Route of new right of way and guying locations more particularly shown on Sketch(es), a copy of
which is attached hereto and made a part hereof.

The Servitude being 30 feet for overhead and 10 feet for underground in width. (See Attached)

Grantor further grants to Grantee the right to open and clear the above described Right of Way and to forever maintain said Right of Way and its
overhead and underground electric distribution facilities and appurtenances, open and clear, on, over, under and across the aforesaid property. No buildings
or other structures except fences shall be built on and/or across, or above, or below, or over-hanging said Right of Way, or any part thereof. Grantor further
grants to Grantee the right and privilege to construct, operate and maintain said overhead and underground electric distribution facilities anywhere on, under,
along and above the said Right of Way, and to locate its facilities and other appurtenances at any places on and within the said Right of Way that Grantee
may, in its sole discretion, select or desire. Grantor further grants to Grantee the right and privilege to keep the said Right of Way clear of any and all
obstacles which, in the sole judgment of Grantee, might interfere with or constitute a hazard to the operation and/or maintenance of said overhead and
underground electric facilities.

Grantor further grants to Grantee the right and privilege to patrol, alter, inspect, improve, repair, replace or remove any and all overhead and
underground electric facilities, including the right to increase or decrease the voltage of such electric distribution facilities, and shall have all other rights and
privileges deemed by Grantee necessary or convenient for the full use and enjoyment of said Right of Way.

The servitude and rights herein granted are not exclusive, and Grantor reserves the right to grant servitudes to others affecting the above described
servitude provided that in the reasonable judgment of Grantee such servitudes and rights so granted do not conflict with the rights of Grantee.

Grantee shall always have the right of ingress and egress to and from and upon said Right of Way over and across the above described property.

This Servitude does not convey any interest whatever in any oil, gas or other minerals in, on or under the above described land.

This Servitude is granted and accepted subject to the following restrictions:

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this 30 day of July, 20 12
in the presence of two competent witnesses, who sign as such with Grantor after due reading.

Witness
[Signature]
Print Name
Rodney D. Abbs
[Signature]
Print Name
Justin Ware

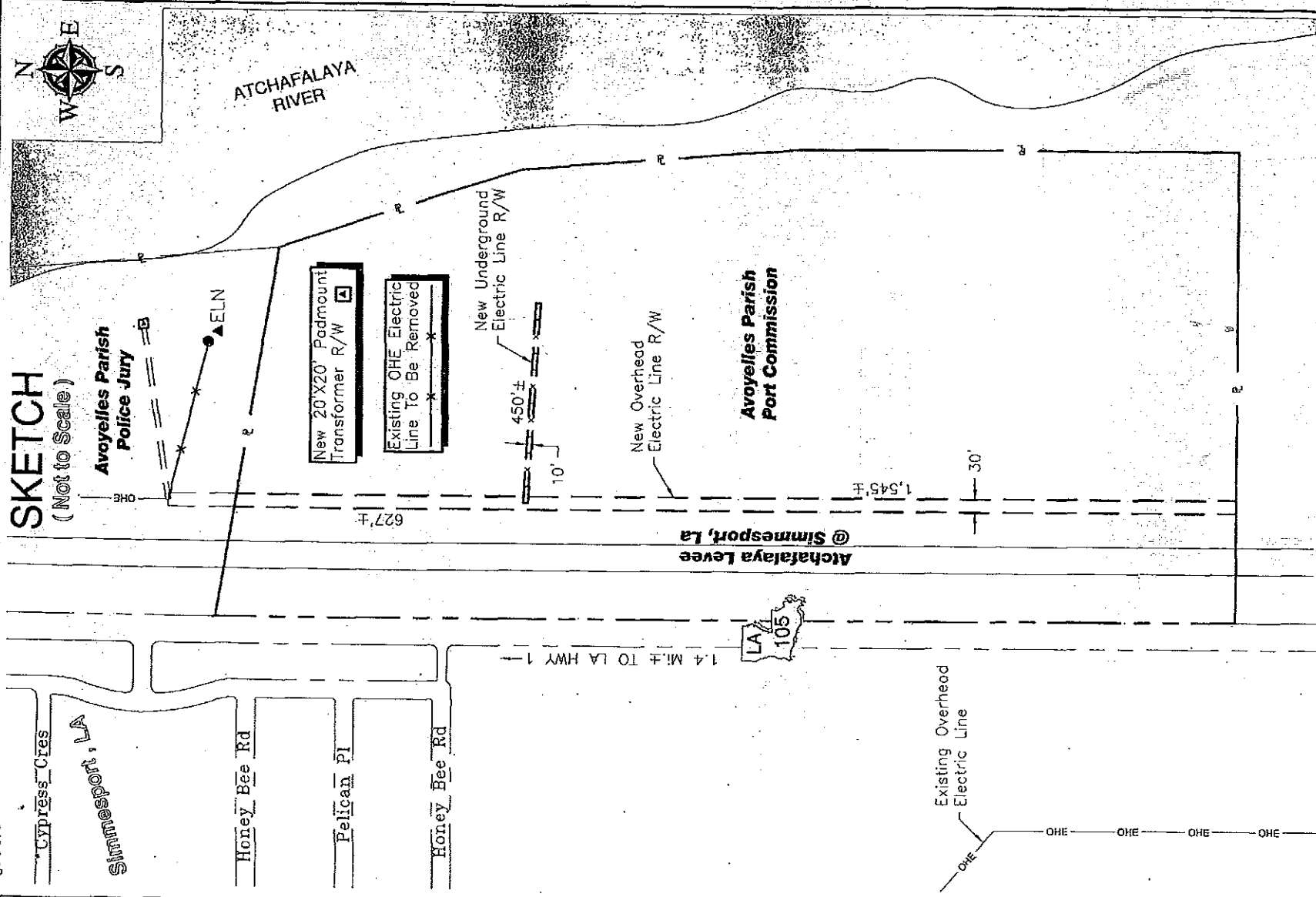
AVOYELLES PARISH PORT COMMISSION
[Signature]
BY: Tommy Maddie S.S.N. XXX-XX-
Print Name
[Signature] S.S.N. XXX-XX-
Print Name

By [Signature] Grantor
[Signature] Grantee
Cleco Power LLC

STATE OF LOUISIANA
PARISH OF Rapides

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

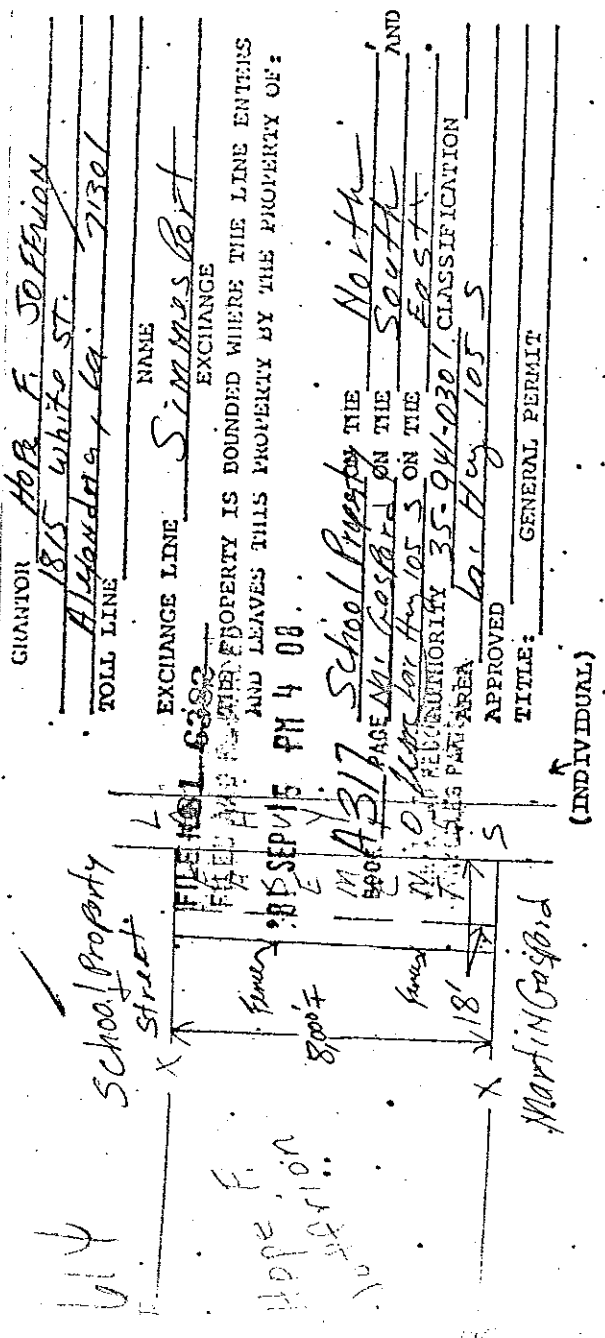
SWORN TO AND SUBSCRIBED before me this Book 529 Page 166 AVOYELLES PARISH PORT COMMISSION 2012-06010285 SSA-2
BRYAN S. LUTZ # 17698 Bu C



NEW ELECTRIC LINE RIGHT OF WAY ACROSS THE PROPERTY OF AVOYELLES PARISH PORT COMMISSION		CLECO Cleco Power LLC PINEVILLE, LOUISIANA	
SECTION(S): 24	TOWNSHIP: 1 SOUTH	H-3214-A	RANGE: 6 EAST
RAW WIDTH	RAW LENGTH	Inst. Number: 2012-00010285 Seq: 3	
10'	450' ± UNDERGROUND	AVOYELLES PARISH, LOUISIANA	
30'	2,172' ± OVERHEAD		

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A317-614 NIA



GRANTOR Hope F. Joffrion
18 1/2 White St.
Algondra, La. 71301

EXCHANGE LINE Simmesport
 EXCHANGE

PROPERTY IS BOUNDED WHERE THE LINE ENTERS
 AND LEAVES THIS PROPERTY BY THE PROPERTY OF:

North
South
East
West

APPROVED La. Hwy 105 S
 TITLE: GENERAL PERMIT

(INDIVIDUAL)

(I) (WE) HEREBY GRANT, Central La. TELEPHONE COMPANY, ITS ASSOCIATED AND ALLIED COMPANIES, THEIR RESPECTIVE LICENSEES, SUCCESSORS, AND ASSIGNS, THE RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN A LINE OR LINES OF COMMUNICATION OR OTHER RELATED SERVICES, CONSISTING OF NULLED CABLES, CONDUITS, PEDESTALS, AND OTHER NECESSARY ABOVE OR BELOW GROUNDE APPURTENANCES AS ARE REQUIRED WITHIN A STRIP OF LAND 18 FEET IN WIDTH UPON, ACCESS, OVER AND/OR UNDER THAT CERTAIN TRACT OF LAND SITUATED IN Acogochas PARISH, STATE OF LOUISIANA. THE LOCATION OF SAID STRIP OF LAND ON SAID TRACT OF 6-6 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: See 24, TOWNSHIP 1-5 AND UNDER THE ROADS, STREETS, OR HIGHWAYS ADJOINING OR THROUGH SAID PROPERTY, ALONG RIGHT OF EGRESS AND EGRESS TO SAID PREMISES AT ALL TIMES FOR THE PURPOSE OF INSPECTING AND MAINTAINING SAID LINES AND INCLUDING THE RIGHT TO RELOCATE SAID LINES TO A MUTUALLY ACCEPTABLE LOCATION ON SAID PREMISES TO CONFORM TO ANY FUTURE HIGHWAY RELOCATION, WIDENING OR IMPROVEMENTS OR FUTURE IMPROVEMENTS OF OWNER.

SPECIAL PROVISION:

Cable to be Buried on the East side of Said Fence
Property to be restored to Original Status. Bore 911 Driveways
Place Old & New Pedestals Next to Power Poles. (S.S.)

IN WITNESS WHEREOF, THE UNDERSIGNED GRANTOR HAS SET his HAND AND SEAL THIS 9th DAY OF Sept., 19 81.

WITNESSES: Stephen Manger - Hope F. Joffrion
Hope F. Joffrion

STATE OF LOUISIANA
 PARISH OF

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Stephen Manger, WHO BEING BY ME FIRST DULY SWORN, DEPOSED AND SAID THAT HE IS ONE OF THE SUBSCRIBING WITNESSES TO THE SIGNATURE OF Hope F. Joffrion TO THE ABOVE AND FOREGOING DOCUMENT, THAT HE SAW THE SAID Grantee EXECUTE THE SAID DOCUMENT AND THAT APPEARER SIGNED SAME, TOGETHER WITH THE OTHER SUBSCRIBING WITNESS.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 9th DAY OF Sept., 19 81.

Stephen Manger
 NOTARY PUBLIC IN AND FOR
La. Hwy 105 S PARISH, LOUISIANA
 BY: Stephen Manger
 GENERAL MANAGER

across the following described lands and being strips of land extending 50 and 50 feet on either side of the center of said Railway. Companies' main track, as now constructed or to be constructed, as a portion of the following described lands, to wit: A certain tract of land in the Parish of Acadia State of Louisiana, fronting on the Parish of Acadia Parish, in the north yellow Bayou, in the Parish of St. George Morgan on the south by N. W. Sewall being for right of way one and $\frac{3}{4}$ acres. Station 898 plus 50 to 906. plus 50. One and $\frac{55}{100}$ acres at 25.00 per acre. Thirty three and $\frac{75}{100}$ Dallas

To have and to hold the said property in right of way unto the said the Texas and Pacific Railway Company its successors and assigns forever. This conveyance is made in and in consideration of the sum of Thirty three and $\frac{75}{100}$ Dollars cash in hand paid unto the grantor the Texas and Pacific Railway Company the receipt of which is hereby acknowledged, and for the further consideration of the great advantages to accrue to the said grantor and his said property by the construction of a line of Railway of the said Texas and Pacific Railway Company through the property of the said grantor.

J. M. Swatter as Notary is exonerated from all liability or responsibility in passing this Act. Dated and signed before me, Notary in the Parish of Acadia, Louisiana, and J. O. Daykin Competent witnesses on this 16th day of May A.D. 1900.

Witnessed and signed
 Edwin Lamberge
 J. O. Daykin
 George Walker
 The Texas & Pacific Ry Co.
 J. M. Swatter, Notary.

E. J. Woodward To
 Sale of Right of way To P. P. Railway Co.
 No. 13442

State of Louisiana
 Acropolis
 Filed April 3 1900
 before me J. M. Swatter, a Notary Public in and for said Parish, duly commissioned and sworn

and in the presence of the notaries as herein after
 signed, personally came and appeared.

E. Howard, citizen of the Parish of Amitee,
 State of Louisiana, who declares that he does by these
 presents grant sell, convey, set over, unto The Tex-
 as and Pacific Railway Company a Corporation
 created by and under the laws of the United States
 and herein represented by Robert Strong, its agent,
 present and accepting, the site for said Railway Com-
 pany the following described property to wit, to wit, to wit,
 the same being a right of way 60 feet in width
 over and across the following described lands and
 being a strip of land extending 30 feet on either
 side of the center of said Railway Company's main
 track as now constructed or to be constructed
 being a portion of the following described lands
 to wit.

A certain tract of land in the Parish of
 Greyhound, State of Louisiana, fronting the Abbe-
 Maye Army bounded on the North by Miss Nellie
 Howard on the South by S. A. Demore on the West
 by Wood being for eight of Way Stations 1012 to
 1091 plus 63 feet 11/100 acres.

To have and to hold the said property or right
 of way unto the said Texas and Pacific Railway
 Company its successors and assigns forever -
 The conveyance is made for and in consideration
 of the sum of \$ 2,720.00 Dollars Cash or
 hand paid unto the said grantor by the Texas
 and Pacific Railway Company the receipt
 of which is hereby acknowledged and for the
 further consideration of the great advantages
 to accrue to the said grantor and his said pro-
 perty by the existence of a line of Railway
 of the said The Texas and Pacific Railway through
 the property of the said grantor
 J. M. Grotto as Notary is expromitted from all liability
 by responsibility in passing this act.

Done and passed before me, Notary in the
 presence of Messrs. Rosenberg and St. Paulus
 Comptrolbreires, on this 17th day of March A.D.

Witness, my hand and Seal. E. J. Howard

Notaries

James Rosenberg

The Texas and Pacific Railway Company

St. Paulus

by Robert Strong agt

J. M. Trotter Notary

16

183-582

KNOW ALL MEN BY THESE PRESENTS that Vermont Savings Bank, A corporation organized and existing under the laws of the State of Vermont having a principal place of business at Brattleboro, Vermont

hereinafter known as the vendor (s), being the lawful sole and duly seized owner (or owners) of certain land situated within the Parish of Ayoelles in the State of Louisiana, in consideration of the proposed construction by the United States of the West Atchafalaya Floodway, and other valuable considerations, the receipt of which is hereby acknowledged, do hereby grant an option to the United States of America or its assigns as follows:

1. If at any time within twenty-four (24) months of the date of this instrument a flowage easement, as described more particularly in 7 below, over the lands described herein, is required by the United States in accordance with the provisions of Public Act No. 678, 74th Congress, 2d Session, approved June 15, 1936, entitled "An Act to amend the act entitled 'An Act for the control of floods of the Mississippi River and its tributaries and for other purposes,' approved May 15, 1928", the said vendor (s) will sell and convey to the United States of America or its assigns by proper deed of conveyance with the usual warranties of title, a flowage easement over all that tract or tracts of land situated and lying in the Parish of Ayoelles, State of Louisiana, containing 1135.8 acres, more or less, and more particularly described as follows:

Tract No. 485

A certain tract of land lying and being in Sections 13, 23 & 24, Township 1 south, Range 6 east, bounded on the north by lands of George F. Henthorne, Gus Stevens and A.A. Mayeux, on the south by lands of Mrs. W.S. Bennett and Walter Moreau, on the east by the existing levee on the Atchafalaya River and on the west by lands of C.A. Moreau, and having an area of 1135.8 acres, more or less

The following listed encumbrances and reservations lie on the said lands.

2. The vendor (s) will execute and deliver upon demand of the proper representative of the United States of America or its assigns a good and sufficient deed or deeds conveying a flowage easement as described in 7 below, over said lands described in 1 above, of such character as to be satisfactory to the Attorney General of the United States or other official of the United States lawfully authorized to pass upon title, or such agency satisfactory to the United States as may guarantee title to the United States. Said deed or deeds will be executed in due form by the vendor (s) and will be prepared and recorded at the expense of the United States, but any curative work necessitated by defects in the title will be furnished by and at the expense of the vendor (s). Necessary Internal Revenue stamps will be paid for by the vendor (s). It is agreed that all rights remaining with the vendor (s) shall be exercised in such manner as not to obstruct or interfere with the United States in the peaceful and unrestricted enjoyment and exercise of the rights conveyed to it by said deed. It is likewise agreed that all rights, easements and encumbrances outstanding in third parties will be subordinated to the United States at the expense of the vendor (s) except those which have been irrevocably vested. These latter will be handled by the United States.

3. During the period covered by this option officers and accredited agents of the United States shall have at all proper times the unrestricted right and privilege to enter upon said land for all proper and lawful purposes, including examination of said land and resources upon it.

4. All taxes which may be lawfully assessed against said property prior to date sale is consummated by recording the deed shall be discharged by the vendor (s); or may be paid by the United States, shall elect to exercise the right to purchase a flowage easement under this option. Written notice of intention to exercise said right shall be given to the vendor (s) by the United States as represented by the District Engineer of the Second New Orleans District or such other official as may be lawfully authorized to act in such cases. Said written notice shall constitute acceptance of all of the terms and conditions of this option. After said written notice is given, the United States may immediately enter upon and use the property without charge in accordance with the flowage rights specified to be acquired under the terms of this option and said written notice of acceptance.

(b) In case the United States elects to exercise its right to purchase a flowage easement under this option, it is understood and agreed that payment for the flowage easement will be made by the United States at the expiration of such period of time after the date of written notice by the United States of its intention to exercise its right under this option as may reasonably be necessary to examine, perfect and approve title to the subject lands in accordance with law.

6. This option is and shall be from the date hereof irrevocable by the vendor (s) and shall bind the heirs, executors, administrators, assigns, and necessary in interest.

7. The flowage easement referred to in 1 above will perpetually grant to the United States the right of unimpeded overflow of lands and improvements described above by the overflowing or the natural or artificial breaching of the levee or levees protecting said lands whenever the elevation of water surface at the head of said floodway exceeds the 1914 grade authorized for the top plug levee at the head of said floodway by public law No. 678, 74th Congress, approved June 15, 1936, and also whenever the water surface in the Atchafalaya River shall rise above the top of the levee along the west bank of the Atchafalaya River as said levee now stands or as it may in the future be reconstructed or repaired by or with the approval of the United States. The easement will waive any and all claims against the United States for damages consequent to or arising directly or indirectly from the fact that the subject lands are located within the limits of a floodway or from the planned or accidental use of the West Atchafalaya floodway or from the construction and use of floodway structures not located upon the lands herein concerned, or from the construction or use of any other floodway, or from the accidental failure of a levee below these herein above defined of the levees protecting the subject lands; and will waive in perpetuity any and all rights of the vendor (s) or his (their) successor, heirs, and assigns to increase the height or strength of the plug levee at head of said West Atchafalaya floodway or the levee along the west bank of the Atchafalaya River or to attempt in any manner without the consent of the United States to prevent the inundation of the lands of said floodway when higher stages exceed those herein above defined.

This perpetual flowage easement will be sold to the United States or its assigns for a price of \$15,000.00 Fifteen Thousand not contemplated in the price fixed above.

In witness whereof I have set my hand and seal to these presents on this 26th day of October A.D. 1937

Vermont Savings Bank
by Martin Austin Vice Pres.
Fred C. Adams, Secretary

Signed, sealed, and delivered in the presence of—

R. Sedgwick
Mary J. Moore
STATE OF VERMONT Vermont
COUNTY of Windham Vermont
BEFORE ME, Notary Public, on this 26th day of October, 1937, before me a notary public duly qualified and commissioned in and for the State of Vermont, there came and personally appeared Martin Austin and Fred C. Adams

who declared that he (or they) is (or are) the identical person (or persons) who signed the above and foregoing option in favor of the United States of America, or its assigns, IN WITNESS WHEREOF, the said appearer (or appearers) has (or have) signed this act in the presence of R. Sedgwick and Mary J. Moore, competent witnesses who have also signed said act together with me, Notary.

R. Sedgwick
Mary J. Moore
Vermont Savings Bank
by Martin Austin Vice Pres.
Fred C. Adams Secy.

Mason W. Huse
Notary Public

ties and with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, unto the UNITED STATES OF AMERICA the full, complete and perpetual right, power and privilege to overflow, in connection with the control of floods on the Mississippi River and its tributaries, the following described property, situated in the Parish of Avoyelles, State of Louisiana:

TRACT NUMBER 13 - BAYOU DES CLAISES LOOP

A certain tract or parcel of land, situated in Bayou des Claises Loop of Avoyelles Parish, Louisiana, and being the Northeast Quarter (NE - 1/4) of the Northwest Quarter (NW-1/4) of Section Twenty-four (24), Township One (1) North, Range Six (6) East, and bounded as follows: North by lands of Purdy-Hess Company, East by lands of the Estate of Charles H. Howard, South by lands of C. R. & Leonce Laborde and West by lands of Purdy-Hess Company.

Said tract as hereinabove described contains Thirty-Nine & 96/100 (39.96) acres, more or less, and was acquired by William O. Sloan and Frank C. Hoell from James F. Griffin by deed recorded September 5, 1921, in Conveyance Book A-23, page 231, Records of Avoyelles Parish, Louisiana.

and the said vendors hereby release the United States of America and its assigns from any and all claims for any and all loss, costs, damage or expense resulting from overflowing of the aforesaid lands.

TO HAVE AND TO HOLD the right, power, privilege and easement hereby created, unto the United States of America, its successors and assigns forever, with full warranty of title and with full substitution and subrogation in and to all rights and actions against former owners and vendors.

The price and consideration for this transfer and conveyance is the sum of TWO HUNDRED NINETY-NINE & 70/100 (\$299.70) dollars cash in hand paid, the receipt of which is acknowledged and full discharge granted therefor.

The vendors further declared that said above described property is owned by them in fee simple and free from any mortgage, lien, judgement or any encumbrances whatsoever.

THUS DONE, SIGNED AND PASSED before me, Notary, at my office in Grand Cane, Louisiana, on the day, month and year hereinabove first written, in the presence of J. F. Dubois and H. P. Dawling lawful witnesses.

WITNESSES:

J. F. Dubois
H. P. Dawling

William O. Sloan
Bertie E. Griffin
Frank C. Hoell
Cara Creech

W. H. Smith
Notary Public

#####

NO. 61030

VERMONT SAVINGS BANK

FLOWAGE EASEMENT OPTION

STATE OF VERMONT

COUNTY OF WINDHAM

TO

UNITED STATES OF AMERICA

FILED APRIL 10, 1939

BE IT KNOWN, That on this 21st day of February, 1939, before me

a notary public duly qualified and commissioned in and for the County of Windham State of Vermont, there came and personally appeared Greeley A. Brown and Fred C. Adams who declared that he (or they) is (or are) the identical person (or persons) who signed the above and foregoing option in favor of the United States of America, or its assigns.

IN WITNESS WHEREOF, the said appearer (or appearers) has (or have) signed this act in the presence of Mary M. Bailey and Martin Austin competent witnesses who have also signed

said act together with me, Notary.

WITNESSES:

Mary M. Bailey

Martin Austin

VERMONT SAVINGS BANK

Greeley A. Brown, Pres.

Fred C. Adams Sec.

Ethel A. Millington
Notary Public

My commission expires Feb. 10, 1941

FLOWAGE EASEMENT OPTION

(WEST ATCHAFALAYA FLOODWAY)

KNOW ALL MEN BY THESE PRESENTS that Vermont Savings Bank a corporation organized and existing under the laws of the State of Vermont hereinafter known as having a principal place of business at Brattleboro, Vermont the vendors, being the lawful, sole and duly seized owner (or owners) of certain lands situated within the Parish of Avoyelles in the State of Louisiana, in consideration of the proposed construction by the United States of the West Atchafalaya Floodway, and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant an option to the United States of America or its assigns as follows:

1. If at any time within twenty-four (24) months of the date of this instrument a flowage easement, as described more particularly in 7 below, over the lands described herein, is required by the United States in accordance with the provisions of Public Act No. 678, 74th Congress, 2d Session, approved June 15, 1936, entitled "An Act to amend the act entitled "an Act for the control of floods of the Mississippi River and its tributaries and for other purposes", approved May 15, 1928," the said vendor(s) will sell and convey to the United States of America or its assigns by proper deeds of conveyance with the usual warranties of title, a flowage easement over all that tract or tracts of land situated and lying in the Parish of Avoyelles, State of Louisiana, containing 10009.72 acres, more or less, and more particularly described as follows:

TRACT NO. 465

A certain tract of land lying and being in Sections 13, 23 & 24, Township 1 South, Range 6 East, bounded on the North by lands of George F. Henthorne, Gus Stevens and A. A. Mayeux, on the South by lands of Mrs. W. S. Bennett and Walter Moreau, on the East by the west right of way limits of Hansard Setback Levee, and on the West by lands of C. A. Moreau, and having an area of 1009.72, acres, more or less.

2. The vendor(s) will execute and deliver upon demand of the proper representative of the United States of America or its assigns a good and sufficient deed or deeds conveying a flowage easement as described in 7 below, over lands described in 1 above, of such character as to be satisfactory to the Attorney General of the United States or other official of the United States lawfully authorized to pass upon title, or such agency satisfactory to the United States as may guarantee title to the United States. Said deed or deeds will be executed in due form by the vendor(s) and will be prepared and recorded at the expense of the United States, or its assigns. An abstract of or other satisfactory evidence of title to the subject land will be made by or at the expense of the United States, but any curative work necessitated by defects in the title will be furnished by and at the expense of the vendor(s). Necessary Internal Revenue stamps will be paid for by the Vendor(s). It is agreed that all rights remaining with the vendor(s) shall be exercised in such manner as not to obstruct or interfere with the United States in the peaceful and unrestricted enjoyment and exercise of the rights conveyed to it by said deed. It is likewise agreed that all rights, easements and encumbrances outstanding in third parties will be subordinated to the United States at the

expense of the vendor(s) except those which have been irrevocably vested. These latter will be handled by the United States.

3. During the period covered by this option officers and accredited agents of the United States shall have at all proper times the unrestricted right and privilege to enter upon said land for all proper and lawful purposes, including examination of said land and the resources upon it.

4. All taxes which may be lawfully assessed against said property prior to date sale is consummated by recording the deed shall be discharged by the vendor(s); or may be paid by the United States and deducted from the amount found due the vendor(s).

5. a. In case the United States, or its assigns, shall elect to exercise the right to purchase a flowage easement under this option, written notice of intention to exercise said right shall be given to the vendor(s) by the United States as represented by the District Engineer of the Second New Orleans District or such other official as may be lawfully authorized to act in such cases. Said written notice shall constitute acceptance of all of the terms and the conditions of this option. After said written notice is given, the United States may immediately enter upon the use of the property without charge in accordance with the flowage rights specified to be acquired under the terms of this option and said written notice of acceptance.

b. In case the United States elects to exercise its right to purchase a flowage easement under this option, it is understood and agreed that payment for the flowage easements will be made by the United States at the expiration of such period of time after the date of written notice by the United States of its intention to exercise its rights under this option as may reasonably be necessary to examine, perfect and approve title to subject lands in accordance with law.

6. This option is and shall be from the date hereof irrevocable by the vendor(s) and shall bind the heirs, executors, administrators, assigns, and successors in interest.

7. The flowage easement referred to in 1 above will perpetually grant to the United States the right of unimpeded overflow of lands and improvements described above by the overflowing or the natural or artificial breaching of the levee or levees protecting said lands whenever the elevation of water surface at the head of said floodway exceeds the 1914 grade authorized for the fuse plug levee at the head of said floodway by Public No. 678, 74th Congress, approved June 15, 1936, and also whenever the water surface in the Atchafalaya River shall rise above the top of the levee along the west bank of the Atchafalaya River as said levee now stands or as it may in the future be reconstructed or repaired by or with the approval of the United States. The easement will waive any and all claims against the United States for damages consequent to or arising directly or indirectly from the fact that the subject lands are located within the limits of a floodway or from the planned or accidental use of the West Atchafalaya Floodway or from the construction and use of floodway structures not located upon the lands herein concerned, or from the construction or use of any other floodway, or from the accidental failure at stages below those herein above defined of the levees protecting the subject lands; and will waive in perpetuity any and all rights of the vendor(s) or his (their) successors, heirs, and assigns to increase. the height or strength of the fuse plug levee at head of said West Atchafalaya floodway or the levee along the west bank of the Atchafalaya River or to attempt in any manner without the consent of the United States to prevent the inundation of the lands of said floodway when water stages exceed those herein above defined.

This perpetual flowage easement will be sold to the United States or its assigns

for the price of \$13,334.61.

Authority for the United States to execute engineering works such as excavation of channels, building of levees or clearing of timber is not contemplated in the price fixed above.

In witness whereof, I have set my hand and seal to these presents on this 21st day of February A. D. 1939.

VERMONT SAVINGS BANK
Grealey A. Brown, Pres. (Seal)
Fred C. Adams, Sec. (Seal)

Signed, sealed, and delivered in the presence of:

Mary M. Bailey
Martin Austin

Note: In order to be recorded, this option must be notarized.

1791 619
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NO. 61034

VITAL CHESNEY ET AL

TO

SUCCESSION MARY BORDELON CHESNEY

JUDGMENT PLACING HEIRS IN POSSESSION

FILED APRIL 10, 1939

SUCCESSION OF MARY BORDELON
DECEASED,
WIFE OF VITAL CHESNEY.

:: 12TH JUDICIAL DISTRICT COURT
:: PARISH OF AVOYELLES
:: STATE OF LOUISIANA.

J U D G M E N T

This is a proceeding and rule taken by the surviving husband, Vital Chesney, and the heirs of his deceased wife, Mary Bordelon Chesney, after issue having been joined by the acceptance of said proceedings and the filing by the attorney of the Sheriff and Tax-Collector of the Parish of Avoyelles, honorable G. V. Saucier, through his attorney, A. J. Roy, of an answer, admitting that no inheritance tax is due by the estate of the said Mary Bordelon, deceased wife of Vital Chesney, and which answer further admits that petitioners herein are the sole and only heirs of decedent, and, as such, they are entitled to be sent into possession of her estate, free from the payment of an inheritance tax. They now pray to be placed in possession of her estate in division, in their respective proportions and the law and the evidence favoring same:

IT IS ORDERED, ADJUDGED AND DECREED that petitioner, Vital Chesney, who is the surviving husband of Mary Bordelon, deceased, together with Delcie Chesney, wife of Levie Firmin, Henry Chesney, Noah Chesney, Mitchel Chesney, Rushing Chesney, Elizan Chesney, wife of Armand Juneau, Edin Chesney, wife of Levie Bordelon, her surviving children and the following grandchildren who are the children of a predeceased daughter whose name was Ina Chesney, wife of John Bowman; Irvin Bowman, Alvin Bowman, Lillian Bowman, wife of Clinton Clary, Homer Bowman, Virginia Bowman, Irene Bowman, Vital Bowman and John Bowman, and Otter Bowman (the five last named being minors and being represented by their Tutor, John Bowman); the other undivided one-half (1/2) (or a one-sixteenth (1/16) interest in the whole estate):

COMMUNITY PROPERTY

ARTICLE I.

A certain tract or parcel of land being the SE 1/4 of the SE 1/4 of Section Sixteen (16), and the NE 1/4 of the NE 1/4 of Section Twenty One (21), both in Township One (1) South, Range Six (6) East, bounded on the North by lands of James Harrell, on the South by lands of the heirs of E. Smith, Sol Allen, and on the West by lands of Henry

of R.E. Witty and W.E. Couvillion competent witnesses, on this the 18th day of June A.D. Nineteen Hundred and Forty

ATTEST: S.S. Pearce
R.E. Witty Louise Couvillion
W.E. Couvillion Notary Public

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No. 65484

VERMONT SAVINGS BANK TO
RELEASE OF INTERESTS IN FLOWAGE RIGHTS

A. BUSH, JOFFRION ETAL
FILED JUNE 26, 1940

STATE OF VERMONT ;
COUNTY OF WINDHAM ;

BE IT KNOWN AND REMEMBERED that the Vermont Savings Bank a corporati on organized under the laws of the State of Vermont and domiciled in Battleboro, said state, being herein represented by Mart in Auston its Vice President, duly authorized to act by resolution of the Board of Trustees, a certified copy of which is hereto attached and made a part hereof, for and in consideration of the signing of a certain flowage deed and waiver by A. Bush Joffrion to compensation affecting the Kirkwooe Plantation in Avoyelles Parish, La., and more particularly described in a certain deed of flowage rights executed by the Vermont Savings Bank, through its authorized officer on Feb. 2, 1940, and joined in by A. Bush Joffrion for the purpose of relinquishing whatever rights he has in and to said flowage rights as therein described and stipulated, does hereby release the said A. Bush Joffrion from any claim of any nature whatsoever growing out of the sale, by the said A. Bush Joffrion to the R'd River, Aatchafalya and Bayou Boeuf Levee District, of an essement over 126.04 acres for the purpose of constructing a levee thereon, the amount heretofore claimed being the difference between (\$15,000.00) the price originally paid to be paid to the Vermont Savings Bank, and (\$13, 334.61) being the price actually being paid by the United States Government, the reduction of said amount being allegedly due to the using of said 126.04 acres for levee purposes; the said Vermont Savings Bank hereby releases the said A. Bush Joffrion from any and all claims heretofore made in connection herewith.

WITNESSES: VERMONT SAVINGS BANK
H. T. Osborn By: Martin Austin
Ethel A. Millington Vice Pres.

May 21, 1940

RESOLUTION

At a special Meeting of the Board of Trustees of Vermont Savings Bank held on the 21st day of May, A.D. 1940 the following resolution was adopted.

WHEREAS in an Act of Sale and Mortgage dated June 1, 1938, made between the Vermont Savings Bank and Claude L. Rife, the Vermont Savings Bank reserved compensation for flowage rights over the Kirkwood Plantations, so-called consisting of 1300 acres in Sections 13, 24 and 23, Township 1 South, Range 6 East, Avoyelles Parish, La. and

WHEREAS A. Bush Joffrion present owner in a subsequent sale has sold 126.04 acres of this acreage in fee simple to the United States Government for levee purposes.

BE IT RESOLVED that the Vermont Savings Bank hereby releases the said A. Bush Joffrion from any and all claims heretofore made in connection with the sale of the said 126.04 acres.

BE IT FURTHER RESOLVED that Martin Austin, Vice President be and he is hereby authorized and directed to execute the necessary papers relinquishing all claims heretofore made against the said A. Bush Jeffrion arising out of he sale of the 126.04 acres referred to herein.

Greely A. Brown
Pres.

Fred C. Adams
Sec.

I hereby certify that the foregoing is a true copy of a resolution adopted at a Special Meetings of the Board of Trustees of Vermont Savings Bank held May 21, 1940.

G. Milan Smith
Asst Secretary

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No. 65485

DANIEL J. DUCOTE Etal

EDDIE G. DUCOTE

to

SALE OF LAND

FILED JUNE 26, 1940

STATE OF OKLAHOMA ;
COUNTRY OF KAY ;

On this 10 day of June , 1940, before me the undersigned Notary Public, personally came and appeared:

Daniel J. Ducote to me known to be the person who subscribed his name to the foregoing act, and who acknowledged in my presence and that of these attesting witnesses, that the foregoing instrument was signed as his free act and deed;

WITNESSES:
Mrs. A. R. Smith
R.A. Ditto

Daniel J. Ducote

WITNESS our hands and my official signature and seal at Tonkawa, Okla. on the day, month and year first written above.

May Anna Hausz
Notary Public
My Commission expires July 24, 1943

STATE OF TEXAS ;
COUNTY OF BEKAN ;

On this 14th day of June 1940 before me, the undersigned Notary Public personally came and appeared;

Ivy H. Ducote to me known to be the person who subscribed his name to the foregoing act and who acknowledged in my presence and that of these attesting witnesses, that the foregoing instrument was signed as his free act and deed.

WITNESSES:
Mary Sante Hanson
R.L. Mayers

Ivy H. Ducote

WITNESS our hands and my official signature and seal at San Antonio Texas on the day month and year first above written.

A.S. West
Notary Public
My commission expires June 1, 1941

STATE OF LOUISIANA ;
PARISH OF ORLEANS ;

On this 19th day of June 1940 before me the undersigned Notary Public personally came and appeared;

(19)

A 99-149 Applicable

Therefore, I, LUCILLE MAY GRACE, Register of the Land Office of the State of Louisiana, do hereby cancel said sale, and authorize the Recorder of Mortgages and the Register of Conveyances of said Parish to cancel same upon the records of his office.

Given under my hand and seal of office at Baton Rouge, this 6th. day of November, A.D. 1940

Lucille May Grace
(Register of State Land Office.)
(Cancellation)

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NO. 66978

A. BUSH JOFFRION ET AL.
SALE OF FLOWAGE RIGHTS

TO U.S. OF AMERICA

FILED: NOV. 8, 1940

February 2, 1940.

RESOLUTION

A Special Meeting of the Board of Trustees of Vermont Savings Bank was held this day, at which a quorum was present.

On motion duly seconded it was voted that Martin Austan, Vice-President, be and he hereby is authorized and empowered to execute to the United States of America a deed conveying a certain flowage easement more particularly described in said deed, on the property referred to as Tract No. 465, West Atchafalaya Floodway, Avoyelles Parish, Louisiana, viz:

A certain tract or parcel of land situated in the Parish of Avoyelles, Louisiana, together with all the improvements thereon and all the rights, ways, privileges, servitudes, (both liberative and acquisitive and advantages thereunto belonging or in anywise appertaining, lying and being in the South Half (S $\frac{1}{2}$) of Southwest Quarter (SW $\frac{1}{4}$) and Southeast Quarter (SE $\frac{1}{4}$) of Section Thirteen (13); East Half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) and Southeast Quarter (SE $\frac{1}{4}$) and Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-four (24); all of, except the Northeast Quarter (NE $\frac{1}{4}$) of Western end of Section Twenty-three (23), all in Township One (1) South, Range Six (6) East, bounded on the North by Simesport City Limits, A.A. Mayeux, Gus Stevenson, George F. Henthorne, Robert Anderson, et al, and Eli Silas, on the South by lands of the State of Louisiana and Walter and Pauline Moreau, on the East by the Hansard Setback Levee Right-of-way, Robert Anderson, et al and Eli Silas and on the West by C.H. Moreau, Mrs. J.H. Mayeux, A.A. Mayeux, Geo. F. Henthorne, Robert Anderson, et al, and Eli Silas, and containing in the aggregate of 10009.72 acres, more or less.

BE IT FURTHER RESOLVED that Martin Austan, Vice-President, be and he is hereby authorized to execute an Act subordinating the oil, gas and mineral rights or royalty reserved by Vermont Savings Bank in its sale to Claude I. Rife on June 7, 1938, to the flowage rights herein referred to.

BE IT FURTHER RESOLVED that the said Martin Austan, Vice-President be and he is hereby authorized and directed to execute the public voucher, Form No. 1034, for the sum of Thirteen Thousand Three Hundred Thirty-Four and 61/100 Dollars (\$13,354.61) necessary to secure payment for the easement conveyed in the deed herein referred to.

Greeley A. Brown
President

Fred C. Adams
Secretary

I hereby certify that the foregoing is a true copy of a resolution adopted at a Special Meeting of the Board of Trustees of the Vermont Savings Bank, held on the 2nd day of February, A. D. 1940.

Fred C. Adams
Secretary

D E E D

WEST ATCHAFALAYA FLOODWAY

BE IT REMEMBERED BY THESE PRESENTS THAT

A. BUSH JOFFRION, of the full age of majority, who is domiciled in the City of Alexandria, Parish of Rapides, Louisiana, but who is presently residing in Gautemais, Central America, and

VERMONT SAVINGS BANK, a bank corporation organized under the laws of the State of Vermont, and domiciled in Brattleboro, Windham County, State of Vermont, authorized to do business in the State of Louisiana, and represented herein by Martin Austin, its Vice-President, duly authorized to appear herein by virtue of a resolution of the Board of Trustees, dated February 2, 1940, a certified copy of which is attached hereto and made a part hereof, declare that they do by these presents grant, bargain, sell, convey, transfer, assign, set over and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors unto

THE UNITED STATES OF AMERICA

or its assigns for the purpose of carrying out the intentions and provisions of Section 12 of the Act of Congress approved June 15, 1936, and entitled "An Act to amend the Act entitled 'An Act for the control of floods on the Mississippi River and its tributaries, and for other purposes' approved May 15, 1928", the full, complete and perpetual right, power, privilege and easement of entry upon the lands described below, and of unimpeded overflow of said lands and improvements thereon by diversion of floodwaters of the Mississippi River and its tributaries by the overtopping or the natural or artificial breaching of the levee or levees protecting said lands whenever the elevation of water surface at the head of said floodway exceeds the 1914 grade authorized for the fuse plug levee at the head of said floodway by Public No. 678, 74th Congress, approved June 16, 1936, and also whenever the water surface in the Atchafalaya River shall rise above the top of the levee along the west bank of the Atchafalaya River as said levee now stands or as it may in the future be reconstructed or repaired by or with the approval of the United States, the location of the lands described hereinbelow being shown on the map entitled "LAND APPRAISAL SHEET," dated 1/19/59, and prepared by the United States Engineer Office, Second New Orleans District, New Orleans, District, New Orleans, Louisiana, and marked File No. 465, a copy of which is attached hereto and made a part hereof; the land in, on and to which the rights, privileges, easements and servitudes are hereby conveyed being described as follows:

TRACT NO. 465.

A certain tract or parcel of land situated in the Parish of Avoyelles, Louisiana, together with all the improvements thereon and all the rights, ways, privileges, servitudes, (both liberative and acquisitive) and advantages thereunto belonging or in anywise appertaining, lying and being in the South half (SH) of Southwest Quarter (SW $\frac{1}{4}$) and Southeast Quarter (SE $\frac{1}{4}$) of Section (37 $\frac{1}{2}$) of Township Thirteen (13); East Half (EH) of Northwest Quarter (NW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) and Southeast Quarter (SE $\frac{1}{4}$) and Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-four (24); all of, except the Northeast Quarter (NE $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$), and 100 acres to be taken at the Western end of Section Twenty-three (23), all in Township One (1) South, Range (6) East, bounded on the North by Simmes-Penthome Robert Anderson, et al, and Eli Slias, on the South by lands of the State of Louisiana and Walter and Pauline Moreau, on the East by the Mansard Getback Levee, Right-of-way, Robert Anderson, et al and Eli Slias and on the West by C.H. Moreau, Mrs. J.H. Mayeux, A.A. Mayeux, Geo. F. Henthorne, Robert Anderson, et al, and Eli Slias, and containing in the aggregate of 1009.72 acres, more or less.

The above tract of land was acquired by A. Bush Jeffrion by act of sale from Claude L. Rife, said sale being dated July 21, 1938, filed and recorded July 22, 1938, in Conveyance Book A-88, Page 187, records of Avoyelles Parish, Louisiana.

The vendor for himself and his successors, heirs, or assigns, hereby releases the United States of America or its assigns, officers, agents and employees from any and all claims for damages consequent to or arising directly or indirectly from the fact that the subject lands are located within the limits of a floodway or from the planned or accidental use of the West Atchafalaya Floodway or from the construction and use of floodway structures not located upon the lands herein concerned, or from the construction or use of any other floodway, or from the accidental failure at stages below those hereinabove defined of the levees protecting the subject lands; and will release and relinquish and does hereby release and relinquish in perpetuity any and all rights of the vendor or his successors, heirs, and assigns, to increase the height or strength of the fuse plug levee at head of said West Atchafalaya Floodway or the levee along the west bank of the Atchafalaya River or to attempt in any manner without the prior and express consent of the United States to prevent the inundation of the lands of said floodway when water stages exceed those hereinabove defined.

TO HAVE AND TO HOLD the said above described rights, easements, privileges and servitudes unto the United States of America, or its assigns forever.

The price and consideration of this transfer and conveyance is the sum of THIRTEEN THOUSAND THREE HUNDRED THIRTYFOUR and 61/100 (\$13,334.61) Dollars, cash in hand paid, receipt of which is hereby acknowledged and full discharge and acquittance granted therefor.

IT IS EXPRESSLY RESERVED to the owner of the land and the improvements thereon described above, his heirs and assigns, all such rights and privileges in and to the said lands as may be used and enjoyed without interfering with or abridging the privileges, rights, easements and servitudes hereby conveyed to the said United States and this transfer and conveyance shall nto constitute any authority for the said United States or its assigns to execute engineering works such as the excavation of channels, the building of levees, the clearing of timber or other works upon the said lands described above.

THE VENDOR FURTHER WARRANTS that the said lands described above are owned by him in fee simple and are free from any mortgage, lien judgment or any encumbrance whatsoever except those conveyed rights and privileges enumerated as follows:

This sale and transfer is made subject to a right-of-way granted a cross Tract No. 405 by E.J. Norwood, author in title, unto and in favor of Texas and Pacific Railway Co., by deed recorded April 3, 1905, in Conveyance Book F-1, Page 216, of the records of Avoyelles Parish, Louisiana.

and the vendor hereby agrees to defend the title to the rights and privileges herein and hereby conveyed unto the United States of America, or its assigns against the claims of any and all preceding owners and vendors of the lands described above.

NOW UNTO THESE PRESENTS comes and intervenes the VERMONT SAVINGS BANK, represented herein by Martin Austin, its Vice-President, duly authorized for the purposes herein, who declared that by virtue of the reservation made in a sale of the above described tract, said sale entitled "Vermont Savings Bank to Claude L. Rife", dated June 7, 1938 and recorded June 11, 1938, in Conveyance Book A-86, Page 528 of the records of Avoyelles Parish, Louisiana, the said Vermont Savings Bank is the owner of "One-half (1/2) of the royalty or royalties which may be obtained from the leasing of said property for oil, gas or other minerals, it being understood that the vendee herein shall have the right to lease the property for such minerals to the best advantage, collect all rentals for such lease or leases, as well as the renewals thereof, but that if and when the property should be developed and royalties accrue as a result thereof, then one-half (1/2) of all such

royalties shall be and become the property of the vendor." And your Intervenor, the Vermont Savings Bank, hereby declares that inasmuch as the United States of America is acquiring hereinafter in certain flowage rights over and across the land hereinabove described and inasmuch as it is necessary and proper that the United States of America should acquire and exercise the said easements, unaffected by and clear of servitudes and other encumbrances, the said Vermont Savings Bank does hereby make servient and subordinate to the extent and only insofar as the said easements are concerned, its said mineral and royalty rights unto and in favor of the said easements granted by this deed to the United States of America, it being the intention of this subservience and subordination not to impair the said mineral and royalty rights or to subordinate or make servient the same to any extent or for any purpose above and beyond that herein declared, and save for the subservience and subordination hereby granted and established, the said reservation of mineral and royalty rights shall remain a valid and subsisting contract between the parties thereto, namely, the aforesaid Vermont Savings Bank and Claude L. Rife, and the said reservation shall bear upon said above described land to the full import of the terms and conditions of the said royalty and mineral reservation as originally written, reference to which said royalty and mineral reservation is hereby made for greater certainty of description and of its terms and conditions, and the Clerk of Court and Ex-Officio Register of Conveyances and Mortgages in and for the Parish of Avoyelles, State of Louisiana, is hereby directed and authorized to enter this subservience and subordination of the said mineral and royalty rights insofar as it would prime or dominate the rights, privileges and interests granted by this instrument to the United States of America under and by virtue of the said easements hereinabove referred to.

INTERVENOR, the said VERMONT SAVINGS BANK, represented herein as aforesaid, further declared that it is the owner of all the flowage rights upon the foregoing tract of land, having acquired same by virtue of an act of sale made by your appraiser's principal, said Vermont Savings Bank, to Claude L. Rife, dated June 7, 1938 and recorded June 11, 1938, in Conveyance Book A-86, Page 528, of the records of Avoyelles Parish, Louisiana, in which the said Vermont Savings Bank reserved to itself "The compensation which the United States Government will, or is authorized to, pay for flowage rights over said property by reason of the fact that the same is located within the West Atchafalaya Spillway, it being fully understood that the reduced price at which the property is being sold is full and adequate consideration for said reservation, said compensation for said flowage rights to be paid to the vendor direct under the option executed by the vendor to the United States Government, just as if this conveyance had not been made". Your appraiser, the Vermont Savings Bank, further declares that for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, it hereby grants, bargains, sells, conveys, transfers, assigns and sets over, all the right, title and interest in and to the said flowage rights that it has, or may have acquired by virtue of said reservation, unto and in favor of the United States of America to the extent of the rights herein conveyed and in accordance with the stipulations hereinabove set forth.

APPEALER, the said A. BUSH JOFFRION, declares that he has read the foregoing declaration made by the said Vermont Savings Bank, acting herein through Martin Austin, its Vice-President, duly authorized for the purposes herein, in which it is stated that appraiser, the said Vermont Savings Bank, is the owner of the flowage rights and the compensation therefor over and across the above described tract of land, and appraiser, the said A. Bush Joffrion, hereby ratifies and confirms the reservation and hereby grants, bargains, sells, conveys, transfers, assigns, and sets over all of his right, title and interest in and

to the compensation for said flowage rights that he has, if any, or may have acquired by virtue of the transfer made to him, A. Bush Joffrion, by Claude L. Rife, of the said above described tract of land, which sale, passed before Loucille Edwards, Notary Public, is dated July 21, 1938, and recorded July 22, 1938, in Conveyance Book A-88, Page 197, unto and in favor of the Vermont Savings Bank; and appearer, the said A. Bush Joffrion, hereby consents to the payment of the compensation by the United States of America in the sum hereinabove stipulated to the said Vermont Savings Bank.

A. BUSH JOFFRION, being duly sworn, did depose and declare unto me, Notary, that he has been married but once and then to Hope Flower, with whom he is still living and abiding.

SIGNED, SEALED AND DELIVERED in the presence of the undersigned competent witnesses.

WITNESSES to the signature

VERMONT SAVINGS BANK

of Martin Austin

By: Martin Austin

Premis F. Ratti

Vice President
(Title)

H. T. Osborn

Bell T. Marshall

A. Bush Joffrion

Katherine Lambert

STATE OF VERMONT

COUNTY OF WINDHAM

BE IT KNOWN, That on this 2nd day of February, 1940, before me Anna A. Burditt a Notary Public duly qualified and commissioned in and for the County of Windham, State of Vermont, there came and personally appeared Martin Austin who declared that he is the identical person who signed the above and foregoing deed in favor of the United States of America, of its assigns.

IN WITNESS WHEREOF, the said appearer has signed this act in the presence of Premis F. Ratti and H. T. Osborn, competent witnesses who have also signed said act together with me, Notary.

Martin Austin

WITNESSES:

PREMIS F. RATTI

H. T. OSBORN

ANNA A. BURDITT
NOTARY PUBLIC

My commission expires Feb. 10, 1940.

STATE OF LOUISIANA

PARISH OF RAPIDES

BEFORE ME, S.W. Hawthorne, a Notary Public, of the UNITED STATES OF AMERICA, on this 25th day of May, 1940, came and appeared A. BUSH JOFFRION, who in the presence of me, said undersigned authority and Bell T. Marshall and Katherine Lambert, competent witnesses, declares and acknowledges that he is the identical person who executed the foregoing instrument, and that his signature thereto is his own true and genuine signature, and that he executed said instrument of his own free will and for the purposes and considerations therein expressed.

Thus done and passed on the day and date hereinabove written in the presence of the before named and undersigned competent witnesses who have hereunto subscribed their names with said appearer and me, said undersigned authority, after reading the whole.

A. Bush Joffrion

WITNESSES:

Ball T. Marshall
710 Guaranty Bank.
Alexandria, La.
address

Katherine Lambert
710 Guaranty Bank
Alexandria, La.
address.

J. W. HARTNONE
NOTARY PUBLIC

NO. 86936

M. BETTEVY

SALE OF RIGHT TO EXCAVATE &
REMOVE PROPERTY

TO

RED RIVER ATCHAFALAYA & BAYOU BOEUF
LEVEE DISTRICT.

FILED: NOV. 9, 1940.

DEED

BE IT KNOWN that on this 31st day of October, in the year of Our Lord, One Thousand Nine Hundred Forty, before me, Maxwell J. Bordelon, a Notary Public duly qualified and commissioned in and for the Parish of Avoyelles, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared M. BETTEVY of the full age of majority and resident of the City of Marksville, Parish of Avoyelles, State of Louisiana, who declared that he does by these presents Grant, bargain, sell, convey, transfer, assign, set over and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which he has or may have against all preceding owners and vendors unto the Board of Commissioners for the Red River, Atchafalaya and Bayou Boeuf Levee District, a corporation organized under the laws of the State of Louisiana, domiciled in Alexandria, Rapides Parish, Louisiana, appearing herein and represented by W.C. Hudson, President of said Board, whose authority to act herein is conclusively admitted, or its assigns, the full, complete and perpetual right, power, privilege and easement to enter upon, excavate, cut away and remove any and all land within the tract of land hereinafter described for the construction and maintenance of the Saline Point Cut-off, or any enlargement thereof, and the further right, power, privilege and easement to enter upon, occupy and use any portion of said tract not so cut and converted for the deposit of dredged material and for the purpose of erecting any structure or structures, or placing any revetment necessary for channel improvement or channel rectification for navigation and flood control purposes or any other purpose that may be needed for the maintenance of such cut-off, over and across the following described property, to-wit:

All that certain tract of land with the buildings and improvements thereon, situated and lying in the Parish of Avoyelles, State of Louisiana, containing 3.5 acres, more or less, and being designated upon a map prepared by the U.S. Engineer Office, Vicksburg, Miss., Revised 1939, marked "Right-of-way to be acquired for Saline Point Cut-Off and Levee Setback" as Tract Number AV-R5A, which map is duly on file and of record in Plat Book 3, page 18, in the office of the Clerk of Recorder of Avoyelles Parish, Louisiana, said land being more particularly described as follows:

A tract or parcel of land lying and being situated in Saline Point and being in the N¹/₂SW¹/₄NE¹/₄ section 24, township 3 north, range 4 east of the Louisiana meridian (Southwestern District) in the Parish of Avoyelles, State of Louisiana, more particularly described as follows:

Beginning at a point located at the southwest corner of the N¹/₂SW¹/₄NE¹/₄ section 24, township 3 north, range 4 east, run thence along the west line of the said N¹/₂SW¹/₄NE¹/₄ section 24 as follows: N.00°30'W., 4.07 chains, to a point, thence N. 00°30'W., 5.93 chains, to a point located at the northwest corner of the tract or parcel of land to be herein conveyed; thence

EST. A. BUSH JOFFRION

NO. 160980

TO

BOARD OF COMMISSIONERS,
R.R. & B.B. LEVEE DISTRICT

RIGHT OF WAY

FILED: JAN. 27, 1956

STATE OF LOUISIANA :
PARISH OF AVOYELLES :

KNOW ALL MEN BY THESE PRESENT, THAT I, (OR WE), ESTATE A. BUSH JOFFRION DO HEREBY GIVE AND GRANT TO THE BOARD OF COMMISSIONERS OF THE RED RIVER, ATCHAFALAYA AND BAYOU BOEUF LEVEE DISTRICT, ITS SUCCESSORS OR ASSIGNS, THE RIGHT TO USE ALL OR ANY PART OF MY PROPERTY IN AVOYELLES PARISH LYING BETWEEN THE RIGHT OF WAY LIMITS BOUNDED BY A PARALLEL LINE TEN (10) FEET LANDWARD OF THE EXISTING LEVEE TOE BETWEEN LEVEE STATIONS 753496 TO 814440 AS SHOWN ON THE STATE OF LOUISIANA, DEPARTMENT OF PUBLIC WORKS DRAWING FILE NO. LD21-1682-1 DATED JUNE 1955, A COPY OF WHICH IS ON FILE IN THE AVOYELLES PARISH CLERK OF COURTS OFFICE, FOR ANY AND ALL PURPOSES IN, OR CONNECTED WITH, THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE BIG BEND-BAYOU DES GLAISES LEVEE.

I MOREOVER GIVE AND GRANT TO SAID LEVEE BOARD FULL ACQUITTANCE, RELEASE AND DISCHARGE FROM ANY AND ALL LIABILITY TO ME FOR ANY LANDS USED OR IMPROVEMENTS REMOVED FROM MY SAID PROPERTY BY THE CONSTRUCTION, IMPROVEMENT AND MAINTENANCE OF THE BIG BEND-BAYOU DES GLAISES LEVEE. I ALSO AGREE TO REMOVE AT MY EXPENSE ALL FENCES OR OTHER IMPROVEMENTS ON MY SAID PROPERTY WHICH LIES WITHIN THE LIMITS OF THE RIGHT OF WAY. AFTER ALL WORK IS COMPLETED FENCES MAY BE REPLACED AT THE EXPENSE OF THE PROPERTY OWNER, PROVIDED THAT TWELVE (12) FOOT WORKABLE SWINGING GATES BE INSTALLED ON THE CROWN OF THE LEVEE AT EACH FENCE CROSSING.

THE SAID GRANTOR DOES HEREBY WARRANT THAT HE HAS A VALID TITLE TO THE HEREBY DESCRIBED PROPERTY, AND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE BOARD OF COMMISSIONERS OF THE RED RIVER, ATCHAFALAYA AND BAYOU BOEUF LEVEE DISTRICT, ITS SUCCESSORS, OFFICERS, AGENTS, EMPLOYEES, AND ASSIGNS AGAINST ANY AND ALL LAWFUL CLAIMS WHATSOEVER.

THIS AGREEMENT IS EXECUTED ON THE PART OF THE GRANTOR IN CONSIDERATION OF THE GREAT BENEFITS TO BE DERIVED BY HIM AND BY THE COMMUNITY FROM THE IMPROVEMENT OF HIS SAID LANDS AND OTHER LANDS IN THE VICINITY OF SAID PROJECT.

THIS AGREEMENT IS NOT IN ANY MANNER TO BE CONSTRUED AS A CONVEYANCE OF THE FEE SIMPLE TITLE OF SAID PROPERTY BUT ONLY AN EASEMENT FOR THE PURPOSE AFOREMENTIONED.

THUS DONE AND SIGNED AS OF THE 17th day of May, A.D., 1955, IN THE PRESENCE OF THE UNDERSIGNED COMPETENT WITNESSES, AFTER DUO READING OF THE WHOLE.

WITNESSES:
GRACE B. NORMAN
E.M. ELLINGTON
STATE OF LOUISIANA,
PARISH OF RAPIDES,

SIGNED: MRS. HOPE F. JOFFRION
Individually and as
Agent and Attorney in
Fact for: WILBUR E. JOFFRION
HOPE J. MCCOLLAM
BASH D. JOFFRION

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE STATE OF LOUISIANA, on this day came and appeared Grace B. Norman who being by me duly sworn, deposes and says that he was one of the subscribing witnesses to the above and foregoing instrument, and that the same was signed by Mrs. Hope F. Joffrion (Grantor, as above mentioned), in his presence and in the presence of the other subscribing witness.

GRACE B. NORMAN
SWORN to and subscribed before me, this the 17th day of May, 1955.
JOHN M. MGSVERN
NOTARY PUBLIC

on the North by Percy Brouillette, South by Irving Bordelon, East by Curtis Lacheneys, and on the west by Gravel Road.

And for and in consideration of the above and foregoing the said Curtis Lacheneys does hereby set over and deliver unto Percy Brouillette, the following described property:

A certain tract or parcel of land situated in the Fifty Ward of the Parish of Avoyelles, Louisiana, containing two acres, bounded on the North by Percy Brouillette, South by Curtis Lacheneys, East by Joe Bonnette, and on the West by Percy Brouillette;

This exchange is made and mutually accepted by the parties thereto, it being agreed and understood by the parties that the properties hereto exchanged are equal in value, each having a value of approximately Two Hundred (\$200.00) Dollars.

To have and to hold the said property, the one to the other, their heirs and assigns, in full property forever, free from any lien, mortgage or encumbrance whatever, with full and general warranty of title and with full subrogation to all the rights of warranty and all other rights as held therein.

The said appearers agree to dispense with the certificate required by Article 3364 of the Revised Civil Code of Louisiana and exonerate me, Notary from all responsibility for the non production of the same.

All taxes on said properties have been paid.

Thus done and passed at Marksville, Louisiana, on this 9th day of June, 1956, in the presence of the undersigned competent witnesses and me said Notary, after due reading.

WITNESSES:

VELMA E. BROUILLETTE

PERCY P. BROUILLETTE
Percy Brouillette

LYDIA GOSSELIN

CURTIS LACHENEY
Curtis Lacheneys

MAXWELL BORDELON

NOTARY PUBLIC

NO. 162646

✓

HOPE F. JOFFRION ET AL
EASEMENT

STATE OF LA. DEPT. OF HIGHWAYS
FILED: JUNE 9, 1956

STATE PROJECT NO. 144-04-14
ODENBURG - SIMMESPORT HIGHWAY
STATE ROUTE NO. 105
AVOYELLES PARISH

RIGHT OF WAY DEED

STATE OF LOUISIANA :
PARISH OF RAPIDES :

BE IT KNOWN, THAT WE, HOPE FLOWER JOFFRION, widow of A. B. Joffrion and BUSH DAVIDSON JOFFRION, a single man, both residents of the Parish of Rapides, State of Louisiana, hereinafter referred to as "Grantors," in consideration of the benefits, uses and advantages accruing to us by reason of the location of the ODENBURG - SIMMESPORT HIGHWAY, STATE PROJECT NO. 105, AVOYELLES PARISH 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, authorized herein by resolution of the Board of Highways of the Department of Highways, dated October 14, 1953, 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

All that portion of Grantor's property lying within an area not to exceed a width of 70 feet, measuring 40 feet in width on the left side and 30 feet in width on the right side of the centerline of the existing roadway along said State Route No. 105, State Project No. 1441-04-14, across the following lands of Grantor situated in Avoyelles Parish, Louisiana:

A certain tract of land, known as Kirkwood Plantation, situated on the Atchafalaya River, in Avoyelles Parish, Louisiana, and described as the South Half (S $\frac{1}{2}$) of the Southwest quarter and the Southeast quarter (SW $\frac{1}{4}$ and SE $\frac{1}{4}$) of Section 13, and the East half of Northwest quarter (E $\frac{1}{2}$ of NW $\frac{1}{4}$), and the Northeast quarter and the South Half (NE $\frac{1}{4}$ and S $\frac{1}{2}$) of Section 24, all being in Township 1 South, Range 6 East and containing with other property 1300 acres, more or less.

Being the same property acquired by A. B. Joffrion from Claude L. Rife, by act dated July 21, 1938, and recorded in COB A-88, page 197, records of Avoyelles Parish.

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 do 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.

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

As a further consideration for this grant of right of way it is agreed between the parties hereto, that:

The Department of Highways of the State of Louisiana, its Engineers, Agents, and/or Contractors shall, at the expense of the said Department, remove and relocate and/or reconstruct along the new right of way boundary lines, all fences presently within the right of way hereby conveyed and shall relocate and/or reconstruct all approaches within said right of way, all as prescribed and/or designated by the District Engineer of the said Department.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this deed as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, as of the 7th day of May, 1956.

W I T N E S S E S :

JOE K. MCGINTY

F. K. MCGINTY

PERCY B. BARTON

DOROTHY C. WILSON

HOPE FLOWER JOFFRION
HOPE FLOWER JOFFRION

BUSH DAVIDSON JOFFRION
BUSH DAVIDSON JOFFRION

STATE OF LOUISIANA AND THE DEPARTMENT
OF HIGHWAYS OF THE STATE OF LOUISIANA

BY: PAUL E. LIBETTE
RIGHT OF WAY ENGINEER

GUY P. STUBBS, JR.

CURTIS C. BARTON

AFFIDAVIT

STATE OF LOUISIANA :

PARISH OF EAST BATON ROUGE :

BEFORE ME, the undersigned authority this day personally appeared Joe K. McGinty, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows HOPE FLOWER JOFFRION, who executed the same and saw her sign the same as her voluntary act and deed, and that he, the said Joe K. McGinty, subscribed his name to the same at the same time as an attesting witness.

JOE K. MCGINTY

AFFIANT JOE K. MCGINTY

No. 181244

244-17

FILED: AUG. 17, 1960

LOUISIANA RURAL ELECTRIC CORPORATION

RIGHT-OF-WAY PERMIT

FOR ELECTRIC TRANSMISSION LINES

Project No. LRF 5454

STATE OF LOUISIANA

PARISH OF Avoyelles

KNOW ALL MEN BY THESE PRESENTS: That Mrs. Hope Flower Joffrion, Wilbur F. Joffrion, Hope Joffrion McCollam and Bush Davidson Joffrion

of lawful age, a resident of _____ State of _____, Grantor, for and in consideration of the sum of eight hundred seventy eight and no/100 Dollars, cash in hand paid, and other valuable considerations, receipt of which is hereby acknowledged, does, by these present, grant, convey, warrant and deliver unto LOUISIANA RURAL ELECTRIC CORPORATION, its successors and assigns (herein called Grantee), the right, privilege and easement:

To construct, operate and maintain a transmission line, consisting of a single or double line of poles and/or towers, with such wires, cables and other appurtenances thereto as may be necessary or convenient, for the transmission of electric energy and/or communications, together with a Right-of-Way One Hundred (100) feet in width with the center line of said transmission line as constructed as the center thereof, and the right to open, clear and maintain said Right-of-Way and to keep the same clear of underbrush, trees and other obstructions which in the judgement of the Grantee might interfere with or constitute a hazard to the operation of said transmission line, and with the free right of ingress and egress to and from and upon said Right-of-Way for the purpose of constructing, maintaining, repairing, replacing, operating or removing at will said transmission line and appurtenances thereto;

upon, over and across the following described lands, situated in the Parish of Avoyelles, State of Louisiana, and more particularly described as follows: _____ Acres in _____ Township _____ Range _____ Ward in Avoyelles Parish, Louisiana. 1300 acres, more or less, being the S 1/2 of SW 1/4 and SE 1/4 of Section 13, the E 1/2 and NW 1/4 and S 1/2 of Section 24, all of Section 23, except the NE 1/4 and 100 acres of the western side thereof, all in Township 1 South, Range 6 East.

The Grantee shall also have the right and privilege to patrol, alter, inspect, improve, repair, and remove such poles, towers, lines, wires, cables, attachments, equipment and appurtenances including the right to increase or decrease the number of wires and all other rights and privileges necessary or convenient for the full use and enjoyment of the Right-of-Way herein granted for the purposes herein described, including the right of ingress and egress by the use of private roads or passageways to and from said Right-of-Way over adjoining lands of the Grantor.

To have and to hold said Right-of-Way and privileges unto the Purchaser, its successors and assigns, subject to the conditions and limitations herein contained.

It is stipulated that said Right-of-Way shall never be fenced by the Grantee and that the Grantor shall have full use of said Right-of-Way and the right to cultivate and otherwise use said Right-of-Way, except for the purposes for which the same is herein conveyed to the Grantee.

~~This Right-of-Way and easement is granted and accepted subject to the following restrictions:~~
Grantor does hereby agree to hold Grantor harmless from any and all liability contingent or otherwise to third persons due to construction, maintenance or operation of said transmission lines and appurtenances thereto.

This Right-of-Way does not convey any interest whatever in any oil, gas or other minerals in, on or under the above described land.

It is understood that in granting this Right-of-Way and easement the following items are included and settled by the execution hereof:
Additional \$100 for stub poles and guys - total \$778.00

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 Grantor in writing to the office of the Grantee at Pineville, Louisiana, within thirty days after the damage is done; said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive.

The Grantee shall have the right to remove trees adjacent to said Right-of-Way which are or may become tall enough to constitute a hazard to the use of said transmission line, and shall pay to the Grantor the stumpage value of such trees, as timber, when removed.

IN WITNESS WHEREOF, the Grantor signs this instrument at Stampsburg, La on this 11 day of Aug, 1960, in the presence of two competent witnesses, who sign, as such, with the Grantor after due reading.

WITNESSES:
E. H. Rydler
E. H. Rydler
Grantor
Mrs. Hope Flower Joffrion, Wilbur F. Joffrion, Hope Joffrion McCollam and Bush Davidson Joffrion
Grantor

LOUISIANA RURAL ELECTRIC CORPORATION
STATE OF LOUISIANA
PARISH OF Avoyelles
By: E. H. Rydler Grantee
E. H. Rydler Rpt.-of-Way Agent.

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

SWORN TO AND SUBSCRIBED before me this 15 day of Aug, 1960.
Miller W. Beach
Notary Public

252

Non-Applicable

A 218-252

ELDRAD COCO ET AL
RW-2-pl

NO: 212382

STATE PROJECT NO. 374-03-15
BORDENVILLE-HAMBURG HIGHWAY
(SOUTH SECTION)
ROUTE LA. 451
AVOYELLES PARISH

RIGHT OF WAY

252

GRANT OF RIGHT OF WAY
FOR PUBLIC HIGHWAYS

STATE OF LA., DEPT. OF HIGHWAYS
FILED: 1-21-66

WHEREAS, the Department of Highways of the State of Louisiana proposes and offers to construct, improve and maintain a modern highway on State

Route No. Louisiana 451, in the Parish of Avoyelles,

State of Louisiana, to be known as State Project No. 374-03-15;

said State Project No. 374-03-15 begins at a point approximately

6.2 miles Southwest of the Big Bend Post Office

and extends along said State Route No. Louisiana 451, in a westerly

direction a distance of 4.225 miles to

a point approximately 1.57 miles North of the junction with Route

Louisiana 1 at Hambourg, and

WHEREAS, the above described highway cannot properly be constructed, improved, and maintained without certain additional right of ways over and on the lands adjacent to and adjoining the said highway and the excavation of lateral drains and/or channel changes required for the proper and adequate drainage of the said highway, and

WHEREAS, the construction, improvement, and maintenance of the said highway is of immediate and material interest to the owners of lands adjacent to and adjoining the said highway,

NOW, THEREFORE, we, the undersigned legal owners of the aforesaid lands adjacent to and adjoining the said highway, for and in consideration of the general and special benefits accruing to us by and through the construction, improvement, and maintenance of the above described highway, do hereby grant, transfer, assign, set over, and deliver unto the State of Louisiana and the Department of Highways of the State of Louisiana, a right of way or servitude for the construction, improvement and maintenance of the aforesaid highway for the full distance along, over and across our respective lands, subject to the following conditions:

R.