

Exhibit J. Guide Site Property Deed Report





W. J. Bill Hodge **Clerk of Court** PO Box 1862 Monroe, LA 71210-1862 (318) 327-1444

201

Received From:

COMMUNITY TRUST BANK ATTN: DEBBIE MATHEWES 1101 ROC LANE RUSTON, LA 71270

Guide Site Property Deed Report

First VENDOR

V VEHICLE COMPANY-ET AL

First VENDEE

GUIDECO PROPERTIES LLC-ET AL

Index Type: Conveyances

File Number: 1544950

Lande Lande

Type of Document: Agreements

Book: 2187

Page: 201

Recording Pages:

11

Recorded Information

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

On (Recorded Date): 09/15/2009

At (Recorded Time): 3:35:30PM

Doc ID - 008574320011

Return To:

COMMUNITY TRUST BANK ATTN: DEBBIE MATHEWES 1101 ROC LANE RUSTON, LA 71270

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MITIGATION COVENANT

This Mitigation Covenant (the "Agreement") is entered into on the properties, L.L.C. (the "Owner").

This Agreement establishes a covenant, running with the land, on certain areas of the property of the Owner located in Section 6, Township 17 North, Range 5 East, Ouachita Parish, Louisiana and more fully described on Exhibit "A" attached hereto (the "Property"). The areas of the Property that are subject to this mitigation covenant are shown and designated on the drawing attached hereto as Exhibit "B" (the "Mitigation Areas"). The Mitigation Areas are being used to mitigate for the loss of wetlands functions and values associated with the work done by V-Vehicle Company on the Property and permitted by the Department of the Army Permit No. MVK-2009-14. This mitigation covenant has been place on the Mitigation Areas and is agreed to by the Permittee, the Owner, and the U.S. Army Corps of Engineers.

This Mitigation Covenant includes the following restrictions:

- A. Vegetation After vegetation is established on the on the 10.5-acre buffer, as defined in the above-referenced permit, there shall be no removal, destruction, cutting, mowing, application of biocides, disturbance or other change in vegetation on the 35.96-acre mitigation site (10.5 acres of buffer restoration and 25.46 acres of preservation). Timber management recommendations by a registered forester shall be considered. Mowing shall be allowed on the 11.48-acre site located in front of the facility.
- B. Uses There shall be no agricultural (to include grazing by domestic livestock), commercial, or industrial activities allowed on the Mitigation Areas. This restriction does not apply to hunting and fishing activities in accordance with state law.
- C. Buildings There shall be no construction or placement of buildings or other structures on the Mitigation Areas.
- D. Roads There shall be no construction of roads on the Mitigation Areas.

Upon mutual agreement among the Permittee, the mitigation property owner, and the U.S. Army Corps of Engineers, this Mitigation Covenant may be modified due to unforeseen circumstances.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

{B0606716.2}

1544950 Page 3 of 11

SCOLEMBOY, 2009. WITNESS THE EXECUTION hereof by the parties on this the 10 day of

MITIGATION PROPERTY OWNER:

GuideCo Properties, L.L.C.

By: James F. Davison

Manager

PERMITTEE:

V-Vehicle Company

By:

Mr. Eric Carnell

Vice-President and General Counsel

{B0606716.2}

1544950	
Page 4 of 11	

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STATE OF	Louisian	α	
PARISH/CC	UNTY OF	Lincoln	

this the day of delivered the above and foregoing instrum	rsigned authority in and for the said county and state, on, 2009, within my jurisdiction, the within named who acknowledged to me that he/she signed and ment as his/her act and deed on the date set forth therein day of	
this the day of delivered the above and foregoing instrum	, 2009, within my jurisdiction, the within named who acknowledged to me that he/she signed and ment as his/her act and deed on the date set forth therein.	
this the day of	, 2009, within my jurisdiction, the within named who acknowledged to me that he/she signed and	
STATE OF PARISH/COUNTY OF	<u> </u>	
************	****************	
e death		
My Commission Expires:	Vonda B Madden #062739	0
	NOTARY PUBLIC 11 01 2735	~~ ,
Given under my hand and seal this the $\sqrt{\zeta}$	O day of <u>Selptember</u> , 2009.	
•		
delivered the above and foregoing instrum	ment as his/her act and deed on the date set forth therein.	
this the 10 day of SEPTEMBEY JUMES E. DAMEN delivered the above and foregoing instrum	rsigned authority in and for the said county and state, on, 2009, within my jurisdiction, the within named who acknowledged to me that he/she signed and ment as his/her act and deed on the date set forth therein.	

{B0606716.2}

WITNESS THE EXECUTION hereof by the parties on this the 10 day of 2009.

MITIGATION PROPERTY OWNER:

GuideCo Properties, L.L.C.

By: James F. Davison

Manager

PERMITTEE:

V-Vehicle Company

By: ___

Mr. Eric Carnell

Vice-President and General Counsel

{B0606716.2}

STATE OF LOUISIANA PARISH/COUNTY OF LIWAY
Personally appeared before me, the undersigned authority in and for the said county and state, on this the 10 day of September. 2009, within my jurisdiction, the within named who seems that he/she signed and delivered the above and foregoing instrument as his/her act and deed on the date set forth therein.
Given under my hand and seal this the 10 day of 5ely Hew bev , 2009.
NOTARY PUBLIC
My Commission Expires: NOTARY FUBLIC VONDA B MADDEN # 062738
<u>e</u> death

PARISH/COUNTY OF OAMCANS
Personally appeared before me, the undersigned authority in and for the said county and state, on this the undersigned authority in and for the said county and state, on this the undersigned authority in and for the said county and state, on this the undersigned authority in and for the said county and state, on this the undersigned authority in and for the said county and state, on this the undersigned authority in and for the said county and state, on this the undersigned authority in and for the said county and state, on this the undersigned authority in and for the said county and state, on this the undersigned authority in and for the said county and state, on this the undersigned authority in and for the said county and state, on this the undersigned authority in and for the said county and state, on this the undersigned authority in and for the said county and state, on this the undersigned authority in and for the said county and state, on this the undersigned authority in and for the said county and state, on this the undersigned authority in and for the said county and state, on this thin the undersigned authority in and for the said county and state, on the undersigned authority in and for the said county and state, on the undersigned authority in and for the said county and state, on the undersigned authority in and for the said county and state, on the undersigned authority in and for the said county and state, on the undersigned authority in and state, on the undersigned authority in and for the said county and state, on the undersigned authority in and for the said county and state, on the undersigned authority in and state, on the undersigned authority in and state, on the undersigned authority in an all the undersigned authority in a said authority in a s
Given under my hand and seal this the tit day of Asistember, 2009.
Elevel Kuti
NOTARY PUBLIC
My Commission Expires:
0108 2013 ELMEDINA KURTOVIC NOTARY PUBLIC - MICHIGAN

{B0606716.2}

EXHIBIT "A" TO MITIGATION COVENANT

Legal Description of the Property

A certain tract or parcel of land containing 182.212 acres, more or less, located in Section 6, Township 17 North, Range 5 East, described as follows:

From the Northeast corner of Section 6, Township 17 North, Range 5 East, District North of Red River, run South 8 degrees 43 minutes 06 seconds West a distance of 331.92 feet to a point on the southerly boundary of the right of way line of the Illinois Central Railroad, to the **Point of Beginning**;

thence North 85 degrees 05 minutes 34 seconds West along said southerly boundary of the right of way of Illinois Central Railroad a distance of 3730.04 feet to a point on the North boundary of said Section 6;

thence South 89 degrees 51 minutes 46 seconds West along the North boundary of said Section 6 a distance of 543.03 feet to the Northwest corner of said Section 6;

thence South 0 degrees 13 minutes 24 seconds East along the West boundary of said Section 6 a distance of 34.39 feet to the Northwest corner of the Louisiana Power and Light Russell-Sage Sub-Station site, said point being on the South right of way line of Millhaven Road;

thence South 85 degrees 05 minutes 34 seconds East along the South right of way line of Millhaven Road a distance of 549.38 feet to a found ½" iron rod marking the Northeast corner of said Louisiana Power and Light Russell-Sage Sub-Station, being also the Northeast corner of LA DOTD Parcel 3-3, State Project No. 325-01-0025;

thence continue South 85 degrees 05 minutes 34 seconds East along the South right-of-way line of Millhaven Road, along the North line of said Parcel 3-3, a distance of 1022.48 feet to the NE/C of said parcel 3-3;

thence South 80 degrees 27 minutes 41 seconds West along the South line of said Parcel 3-3 a distance of 227.23 feet; thence North 85 degrees 45 minutes 07 second West, along the South line of said Parcel 3-3, a distance of 400.03 feet;

thence North 76 degrees 30 minutes 18 seconds West along the South line of said Parcel 3-3, a distance of 101.12 feet:

thence North 83 degrees 36 minutes 07 seconds West along the South line of said Parcel 3-3 a distance of 302.54 feet to the Southwest corner of said Parcel 3-3, said point being on the east line of said Louisiana Power and Light Russell-Sage Sub-Station;

thence South 04 degrees 54 minutes 26 seconds East along the East line of said Louisiana Power and Light Russell-Sage Sub-Station a distance of 511.68 feet to a found ½" iron rod marking the Southeast corner of said Louisiana Power and Light Russell-Sage Sub-Station;

thence North 85 degrees 05 minutes 34 seconds West along the South line of the Louisiana Power and Light Russell-Sage Sub-Station site, a distance of 500.00 feet to a found ½" iron rod marking the Southwest corner of said Louisiana Power and Light Russell-Sage Sub-Station, said point being on the West line of Section 6;

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thence South 0 degrees 13 minutes 24 seconds East along the West line of Section 6 a distance of 1414.53 feet to a found ½:" iron rod, said point being on the Northerly boundary of the right of way of U.S. Interstate Highway No. 20 (State Project No. 451-06-03);

thence South 84 degrees 31 minutes 06 seconds East along said Northerly boundary of the right of way of U.S. Interstate Highway N0. 20 a distance of 3119.84 feet;

thence along the arc of a circular curve to the left with a radius of 1105.92 feet, the chord of which bears North 77 degrees 33 minutes 13 seconds East 80.52 feet a distance of 80.54 feet;

thence along the arc of a circular curve to the left with a radius of 650.00 feet, the chord of which bears North 57 degrees 28 minutes 02 seconds East 401.72 feet, a distance of 408.41 feet;

thence North 39 degrees 28 minutes 02 seconds East 340.24 feet; thence along the arc of a circular curve to the right with a radius of 455.00 feet, the chord of which bears North 59 degrees 02 seconds East 318.69 feet, a distance of 325.59 feet;

thence North 59 degrees 58 minutes 02 seconds East 99.63 feet;

thence along the arc of a circular curve to the left with a radius of 110.00 feet, the chord of which bears North 61 degrees 59 minutes 52 seconds East 69.70 feet, a distance of 70.92 feet;

thence North 26 degrees 43 minutes 53 seconds East 72.77 feet to a point on the Westerly boundary of the right of way of Millhaven Road Extension; thence North 5 degrees 28 minutes 02 seconds East along said Westerly boundary of the right of way of Millhaven Road Extension a distance of 136.13 feet;

thence North 5 degrees 26 minutes 43 seconds East along said Westerly boundary of the right of way of Millhaven Road Extension a distance of 338.91 feet;

thence along said Westerly boundary of the right of way of Millhaven Road Extension along the arc of a circular curve to the left with a radius of 5674.58 feet, the chord of which bears North 0 degrees 45 minutes 28 seconds East 254.56 feet, a distance of 254.58 feet;

thence North 0 degrees 31 minutes 38 seconds West along said Westerly boundary of the right of way of Millhaven Road Extension a distance of 380.55 feet;

thence North 82 degrees 14 minutes 23 seconds West 250.05 feet;

thence North 75 degrees 12 minutes 06 seconds West 50.76 feet to a point on the Southerly boundary of the right of way of Millhaven Road which is 132 feet distance in a Southerly direction from the centerline of the Illinois Central Railroad;

thence South 85 degrees 24 minutes 04 seconds East 243.97 feet;

thence along the arc of a circular curve to the left with a radius of 130.00 feet, the chord of which bears North 82 degrees 39 minutes 33 seconds East 53.79 feet, a distance of 54.18 feet;

thence North 0 degrees 31 minutes 38 seconds West 69.60 feet to a point on the Southerly boundary of the right of way of the Illinois Central Railroad, back to the **Point of Beginning**.

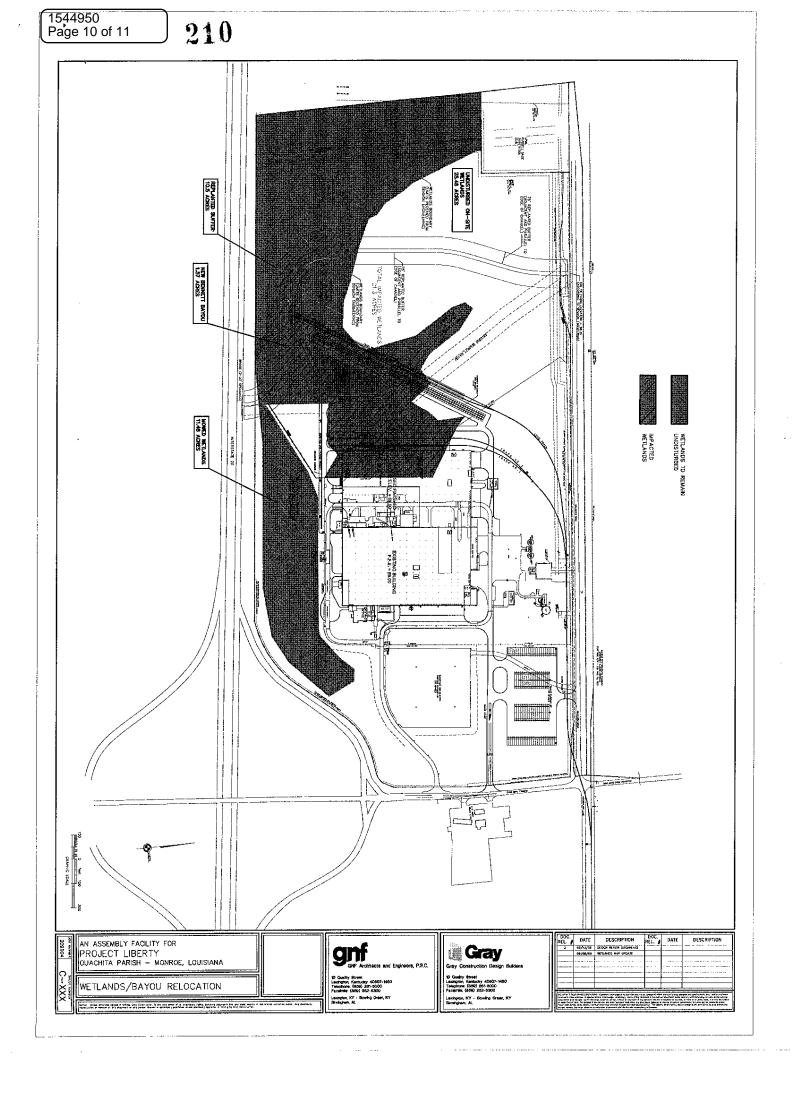
{B0606716.2}



EXHIBIT "B" TO MITIGATION COVENANT

Drawing of Mitigation Areas Subject to the Mitigation Covenant

{B0606716.2}



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Indexing Instruction:

Township 17 North, Range 5 East Section 6

This indexing instruction is included herein to satisfy requirements of MS Code Ann 89-5-33 (1972, Amended 1994) only and is not to be considered a part of the description set out above. Note:

{B0606716.2}

Ouachita Parish Recording Page

W. J. Bill Hodge **Clerk of Court** PO Box 1862 Monroe, LA 71210-1862 (318) 327-1444

67

Received From:

OUACHITA PARISH POLICE JURY (PO# 013495) 300 ST. JOHN STREET 2ND FLOOR, SUITE 201 MONROE, LA 71201

First VENDOR

GUIDECO PROPERTIES LLC

First VENDEE

OUACHITA PARISH POLICE JURY

Index Type: Conveyances

File Number: 1557519

Type of Document: Servitude

Book: 2209 Page: 67

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 Ouachita Parish, Louisiana

Bill Holy

On (Recorded Date): 04/23/2010

At (Recorded Time): 3:08:00PM

Doc ID - 008718610006

Return To:

OUACHITA PARISH POLICE JURY (PO# 013495) 300 ST. JOHN STREET 2ND FLOOR, SUITE 201 MONROE, LA 71201

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STATE OF LOUISIANA

PARISH OF OUACHITA

DRAINAGE SERVITUDE

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned witnesses, came and appeared GUIDECO PROPERTIES, LLC ("Grantor"), through its sole member and authorized representative, James E. Davison, and by these presents grants unto the OUACHITA PARISH POLICE JURY ("OPPJ") a servitude for the construction, maintenance, and improvement of drainage facilities through and across that portion of Grantor's property in Sec. 6, T17N, R5E, Ouachita Parish, Louisiana, more particularly described in Exhibit "A" ("Bennett Bayou Drainage Easement") and Exhibit "B" ("Reserve Sump Area Easement"), attached hereto and made a part hereof.

The consideration for the grant of the Drainage Servitude set forth herein is the OPPJ's adoption of Ordinance No. 8952 on April 5, 2010 (attached hereto as Exhibit "C"), revoking a prior drainage servitude over and across Grantor's property.

THUS DONE AND SIGNED this 23 day of April, 2010, at Choudrand, Louisiana.

WITNESSES:

GUIDECO PROPERTIES, LLC

M. LANE Titus

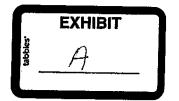
By: Hames E. Davison, Sole Men

A, DOLLER

PRINTED NAME: Jav B. mitch

NOTARY NUMBER: La. Bar 20295

1

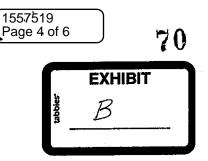


Bennett Bayou Drainage Easement 135' Wide Easement – 8.39 Acres ± Section 6, T17N, R5E Land District North of Red River Ouachita Parish, Louisiana L&A, Inc. Project No. 09E058.01

LEGAL DESCRIPTION

A certain tract or parcel of land situated Section 6, Township 17 North, Range 5 East, Land District North of Red River, Ouachita Parish, Louisiana and being more particularly described as follows:

Commence at the Northeast corner of Section 6, Township 17 North, Range 5 East, Land District North of Red River, Ouachita Parish, Louisiana; proceed South 08°43'06" West, a distance of 331.92 feet; thence proceed North 85°05'35" West, a distance of 3,728.92 feet; thence proceed South 89°51'46" West, a distance of 543.03 feet; thence proceed South 00°13'24" East, a distance of 34.39 feet; thence proceed South 85°05'34" East, a distance of 1,571.86 feet; thence proceed South 80°27'41 West, a distance of 227.23 feet; thence proceed North 85°45'07" West, a distance of 104.20 feet to the POINT OF BEGINNING; thence proceed South 20°50'24" East, a distance of 108.39 feet; thence proceed in a southwesterly direction along the arc of a curve to the right, an arc distance of 291.37 feet (Radius = 305.00 feet, Chord = South 06°31'38" West - 280.41 feet); thence proceed South 33°53'40" West, a distance of 405.67 feet; thence proceed in a southwesterly direction along the arc of a curve to the left, an arc distance of 76.86 feet (Radius = 155.00 feet, Chord = South 19°41'17" West - 76.08 feet); thence proceed South 05°28'54" West, a distance of 644.12 feet; thence proceed in a southeasterly direction along the arc of a curve to the left, an arc distance of 353.43 feet (Radius = 225.00 feet, Chord = South 39°31'06" East - 318.20 feet); thence proceed South 84°31'06" East, a distance of 420.21 feet; thence proceed in a southeasterly direction along the arc of a curve to the right, an arc distance of 408.46 feet (Radius = 305.00 feet, Chord = South $46^{\circ}09'09''$ East -378.62 feet) to the north line of a 300 foot wide right-ofway for U.S. Interstate Highway No. 20 as filed in Conveyance Book 826, Page 351 of the Records of Ouachita Parish, Louisiana; thence proceed North 84°31'06" West along said north right-of-way line, a distance of 141.94 feet; thence proceed in a northwesterly direction along the arc of a curve to the left, an arc distance of 194.89 feet (Radius = 170.00 feet, Chord = North 51°40'34" West - 184.39 feet); thence proceed North 84°31'06" West, a distance of 420.21 feet; thence proceed in a northwesterly direction along the arc of a curve to the right, an arc distance of 565.49 feet (Radius = 360.00 feet, Chord = North 39°31'06" West - 509.12 feet); thence proceed North 05°28'54" East, a distance of 644.12 feet; thence proceed in a northeasterly direction along the arc of a curve to the right, an arc distance of 143.81 feet (Radius = 290.00 feet, Chord = North 19°41'17" East - 142.34 feet); thence proceed North 33°53'40" East, a distance of 405.67 feet; thence proceed in a northeasterly direction along the arc of a curve to the left, an arc distance of 162.40 feet (Radius = 170.00 feet, Chord = North 06°31'38" East - 156.30 feet); thence proceed North 20°50'24" West, a distance of 171.59 feet; thence proceed South 85°45'07" East, a distance of 149.06 feet to the POINT OF BEGINNING, containing 8.39 acres, more or less, and being subject to all easements, servitudes and rights-of-way of record and/or of use.

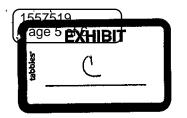


Reserve Sump Area Easement 8.15 Acres ± Section 6, T17N, R5E Land District North of Red River Ouachita Parish, Louisiana L&A, Inc. Project No. 09E058.01

LEGAL DESCRIPTION

A certain tract or parcel of land situated Section 6, Township 17 North, Range 5 East, Land District North of Red River, Ouachita Parish, Louisiana and being more particularly described as follows:

Commence at the Northeast corner of Section 6, Township 17 North, Range 5 East, Land District North of Red River, Ouachita Parish, Louisiana; proceed South 08°43'06" West, a distance of 331.92 feet; thence proceed North 85°05'35" West, a distance of 3,728.92 feet; thence proceed South 89°51'46" West, a distance of 543.03 feet; thence proceed South 00°13'24" East, a distance of 34.39 feet; thence proceed South 85°05'34" East, a distance of 1,571.86 feet; thence proceed South 80°27'41 West, a distance of 227.23 feet; thence proceed North 85°45'07" West, a distance of 253.26 feet; thence proceed South 20°50'24" East, a distance of 171.59 feet; thence proceed in a southwesterly direction along the arc of a curve to the right, an arc distance of 162.40 feet (Radius = 170.00 feet, Chord = South 06°31'38" West - 156.30 feet) to the POINT OF BEGINNING; thence proceed South 33°53'40" West, a distance of 405.67 feet; thence proceed in a southwesterly direction along the arc of a curve to the left, an arc distance of 143.81 feet (Radius = 290.00 feet, Chord = South 19°41'17" West - 142.34 feet); thence proceed South 05°28'54" West, a distance of 284.62 feet; thence proceed North 84°31'06" West, a distance of 120.13 feet; thence proceed North 46°34'36" West, a distance of 212.41 feet; thence proceed North 05°28'54" East, a distance of 870.30 feet; thence proceed South 84°31'06" East, a distance of 406.58 feet; thence proceed South 05°28'54" West, a distance of 162.51 feet; thence proceed South 56°06'20" East, a distance of 123.96 feet to the POINT OF BEGINNING, containing 8.15 acres, more or less, and being subject to all easements, servitudes and rights-of-way of record and/or of use.



ORDINANCE NO. 8952 (FINAL)

AN ORDINANCE REVOKING A PORTION OF THE DRAINAGE SERVITUDE FOR THE BENNETT BAYOU CANAL LOCATED BETWEEN LOUISIANA HIGHWAY 594 AND US. INTERSTATE 20; AND FURTHER PROVIDING WITH RESPECT THERETO.

Whereas, by act(s) filed in the conveyance records of Ouachita Parish at Book 408, Page 500, and Book 860, page 546, Fred W. Huenefeld granted to the Ouachita Parish Police Jury a certain approximately 120' wide drainage servitude in Section 6, T17N, R5E running southerly from the south right-of-way line of La. Hwy 594 to the north right-of-way line of U.S. Interstate 20, said servitude containing a drainage channel known as the "Bennett Bayou Canal";

Whereas, to accommodate industrial development and the expansion of the former Guide Facility located east of the above-described servitude, an improvement and re-alignment of the Bennett Bayou Canal was necessary. That re-alignment has been completed and the landowner has conveyed to the Ouachita Parish Police Jury the necessary drainage servitude(s) for the preservation and maintenance of the re-aligned drainage channel; and,

Whereas, given the re-alignment of the Bennett Bayou Canal there no longer exists a public purpose for the drainage servitude established by the act(s) filed in the conveyance records of Ouachita Parish at Book 408, Page 500, and Book 860, page 546 from the south right-of-way line of La. Hwy 594 to the north right-of-way line of U.S. Interstate 20;

NOW THEREFORE:

BE IT ORDAINED by the Ouachita Parish Police Jury in regular and legal session that the approximately 120' wide drainage servitude running southerly from the south right-of-way line of La. Hwy 594 to the north right-of-way line of U.S. Interstate 20 as established by act(s) filed in the conveyance records of Ouachita Parish at Book 408, page 500, and Book 860, page 546, be, and hereby is, revoked.

The above ordinance was introduced on the 15th day of March 2010.

1557519 Page 6 of 6

The ordinance was submitted to a roll call vote and the vote thereon was as follows:

YEAS	6
NAYS	0
ABSTAIN	0
ABSENT	0

The above ordinance was passed on the 5th day of April 2010.

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Ordinance No. 8952 adopted at a Regular meeting of the Ouachita Parish Police Jury held on the 5th day of April 2010, at which a quorum was present and voting and that said Ordinance 8952 is still in effect and has not been rescinded or revoked.

Signed at Monroe, Louisiana on the 23rd day of April 2010.

Bradley N. Cammack, Parish Treasurer

Ouachita Parish Recording Page

W. J. Bill Hodge Clerk of Court PO Box 1862 Monroe, LA 71210-1862 (318) 327-1444

876

Received From:

MCNEW,KING,MILLS,BURCH,LANDRY ATTORNEYS AT LAW 2400 FORSYTHE AVE, SUITE 2 MONROE,LA., 71201

First VENDOR

GUIDECO PROPERTIES LLC

First VENDEE

THE PUBLIC

Index Type: Conveyances

Type of Document: Notices

Recording Pages:

3

File Number: 1571690

Book: 2232

Page: 876

Recorded Information

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

Will Hodan
Clerk of Court

On (Recorded Date): 11/23/2010

At (Recorded Time): 9:43:34AM

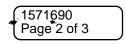
Doc ID - 008893090003

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MCNEW,KING,MILLS,BURCH,LANDRY ATTORNEYS AT LAW 2400 FORSYTHE AVE, SUITE 2 MONROE,LA., 71201

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File Number: 1571690 Page 1 of 3



CONVEYANCE NOTIFICATION

ADDENDUM TO FILE NUMBER: 1403011, BOOK: 1935, PAGE 147

AOI-2 (2010) REC-6(14) & REC-6(17)

Guideco Properties, L.L.C. hereby notifies the public that the following described Area of Investigation (AOI), Louisiana Department of Environmental Quality (LDEQ) located at Agency Interest Number 19612, was closed with contaminant levels present that are acceptable for industrial/commercial use of the property as described in the Louisiana Department of Environmental Quality's (LDEQ) Risk Evaluation/Corrective Action Program (RECAP), Section 2.9. In accordance with LAC 33:I., Chapter 13, if land use changes from industrial to non-industrial, the responsible party shall notify the LDEQ within 30 days and the AOI shall be reevaluated to determine if conditions are appropriate for the proposed land use.

This AOI was closed in accordance with Louisiana Administrative Code, Title 33:L, Chapter 13. Information regarding this AOI is available in the LDEQ public record and may be obtained by contacting the LDEQ Records Manager at (225) 219-3168. Inquiries regarding the contents of this site may be directed to:

Guideco Properties, L.L.C. P.O. Box 607 Ruston, LA 71273

AOI-2 (2010), REC-6(14) and REC-6(17), is located in the former Thermoset Molding Area (Figure 1). A legal description of the property maybe found in Ouachita Parish Clerk of Court records, File Number: 1403011, Book: 1935, Page 147. This AOI was investigated and remediated in accordance with RECAP. All remaining constituents of concern present at the AOI were evaluated and are below their respective RECAP Management Option 1 industrial limiting standards (Table 1).

Table 1. Maximum remaining concentrations in soil, AOI-2 (2010) REC-6(14) and REC-6(17)

Constituent of Concern	Maximum Remaining	Limiting RECAP Standard
(COC)	Concentration	(MO-1 SOILi)
TPH-D	1,090 mg/kg	TPH-D - 2,550 mg/kg
ТРН-О	4,470 mg/kg	TPH-O - 12,500 mg/kg

The RECAP evaluation supports the determination that the residual concentrations of the COCs identified at the site are within LDEQ acceptable criteria and protective of human health and the environment.

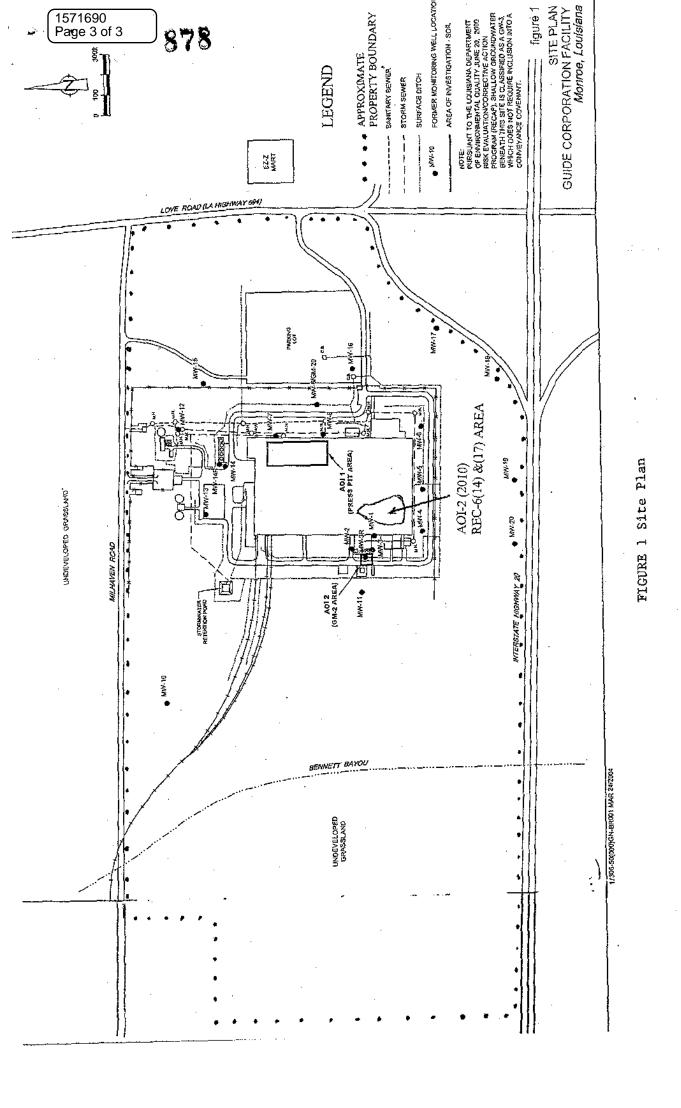
Attachment: Figure 1, Site plan

Signature of Person Filing Parish Record

William T. McNew, Attorney for Guideco Properties, L.L.C.
Typed Name and Title of Person Filing Parish Record

Date

File Number: 1571690 Page 2 of 3



File Number: 1571690 Page 3 of 3

Ouachita Parish Recording Page

DENA PETERS Clerk of Court PO Box 1862 Monroe, LA 71210-1862

(318) 327-1444

Received From:

W KYLE GREEN

867

First VENDOR

GUIDECO PROPERTIES LLC

First VENDEE

OUACHITA PARISH POLICE JURY

Index Type: CONVEYANCES

Type of Document: EASEMENT

Recording Pages:

File Number: 1796598

Book: 2613

Page: 867

Recorded Information

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

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DRAINAGE AND STORMWATER MANAGEMENT AREA EASEMENT AGREEMENT

THIS DRAINAGE AND STORMWATER MANAGEMENT AREA EASEMENT AGREEMENT (the "Agreement") is made and entered into this 27th day of March, 2020 (the "Effective Date"), by GUIDECO PROPERTIES, L.L.C., a Louisiana Limited Liability Company (the "Grantor"), appearing herein through its duly authorized representative, having an address of P.O. Box 607, Ruston, Louisiana, and the OUACHITA PARISH POLICE JURY (the Grantee), appearing herein through its duly authorized representative, having an address of 301 South Grand Street #300, Monroe, Louisiana 71201.

WHEREAS, the term "easement" as used in this Act and the exhibits made a part hereof shall denote for all purposes a "servitude" over and across Grantor's property in accordance with the laws of the State of Louisiana.

WHEREAS, Grantor is the owner of certain real property located in Section 6, Township 17 North, Range 5 East, Ouachita Parish, Louisiana, with a municipal address of 11000 Millhaven Road, Monroe, Louisiana 71203 (the "Grantor Property");

WHEREAS, Grantor, does reserve and grant, on behalf of itself, it heirs, successors, assigns and transferees, a private, non-exclusive, perpetual easement for purposes of storm water and surface drainage and storm water management, over, upon, across, in, through, the Property, which easement is described and depicted, as stated in the attached and incorporated Exhibit "A" (hereinafter referred to as the "Drainage Easement").

WHEREAS, Grantor has agreed to grant such easement, and the parties desire to memorialize certain agreements and understandings related to the foregoing, all on the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

§1. GRANT OF EASEMENT. Grantor hereby grants to Grantee and its employees, agents, and representatives, a permanent, non-exclusive easement over, upon, and across such portions of the Grantor Property as may be reasonably necessary, from time to time, for purposes of (i) the transmission, drainage, flowage, and detention of surface water and the drainage improvements and channels associated therewith, (ii) the construction and creation of berms, ditches, and similar water conveyance channels over and across the Grantor Property as necessary to direct and control the discharge of such surface water, and (iii) the reasonable right of ingress and egress over and across the Grantor Property as reasonably necessary in connection with any of the foregoing (collectively, the "Drainage Easement").

§2. <u>REPRESENTATIONS AND WARRANTIES.</u>

- §2.1 By Grantor. Grantor represents and warrants that (i) it is a Louisiana Limited Liability Company, duly organized and in good standing under the laws of Louisiana and has all requisite power and authority to carry on its business as now conducted; (ii) Grantor has full right and authority to enter into and perform under this Agreement and to grant the easements contemplated hereby; and (ii) upon full execution, this Agreement will constitute the valid and legally binding obligation of Grantor and be enforceable against Grantor in accordance with its terms.
- §2.2 By Grantee. Grantee represents and warrants that (i) Grantee has full right and authority to enter into and perform under this Agreement and to accept the easements contemplated hereby.
- §3. <u>MANNER OF PERFORMANCE</u>. Grantor, its successors, assigns or transferees shall maintain the Drainage Easement, so at all times, it continues to function as intended. Grantor shall be prohibited from altering or placing anything in the Drainage Easement which shall obstruct

or impede the flow of storm water or surface drainage from the Grantee Property. Grantor, its successors, assigns or transferees agrees not to build or to convey to others permission to build any structures or improvements on, over, across, in, through, or under the above-described Drainage Easement, or to develop or allow the development of the Drainage Easement in any manner which obstructs the flow of storm water drainage. However, as part of an approved site plan with the required permits from the Ouachita Parish Police Jury, Grantor its successors, assigns or transferees may construct and/or install surface improvements to the property, including paved driveways, parking and/or walkways; landscaping; utilities and/or similar improvements, which improvements do not interfere with use, operation, and maintenance, of the Easement Area.

Grantee shall be permitted to enter upon the Drainage Easement and sufficient land adjacent to said storm water Drainage Easement for the purpose of exercising the rights and privileges granted herein.

- §4. <u>RESERVATION OF RIGHTS</u>. Grantor hereby reserves for itself, its successors and assigns, the right to use the Grantor Property for any uses or purposes which do not unreasonably interfere with and which are not materially inconsistent with the grant of the Drainage Easement. This Easement does not grant or convey to Grantee, or any member of the general public, any right of ownership, possession or use of the Easement Area, other than as set forth herein.
- §5. <u>INDEMNITY</u>. Grantee agrees to indemnify, defend and hold Grantor harmless from and against all claims, demands, suits, damages, liabilities or losses which may arise or be incurred as a result of or in relation to the exercise by Grantee of its rights hereunder, except to the extent any such claims, suits, damages, liabilities or losses arise due to the gross negligence or willful misconduct of Grantor.
- §6. <u>MISCELLANEOUS</u>. This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and the terms and provisions hereof shall be deemed covenants running with the land for all purposes and may be amended or modified only by an instrument in recordable form, executed by both parties hereto. This Agreement may be executed in counterparts which, when taken together (assuming no revisions), shall constitute the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

THUS DONE AND PASSED by GUIDECO PROPERTIES, L.L.C., appearing herein through its duly-authorized representative, JAMES E. DAVISON, SR., in the City of Ruston, Parish of Lincoln, State of Louisiana, on this the 27th day of March, 2020.

WITNESSES:

E. MICHAEL MANAFREY
(PRINT NAME)

By: JAMES E. DAVISON, SR. Is Duly Authorized Representative

GUIDECO PROPERTIES, L.L.C.

Debbie Haddox

(PRINT NAME)

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THUS DONE AND PASSED by OUACHITA PARISH POLICE JURY, appearing herein through its duly-authorized representative, SHANE SMILEY, in the City of Monroe, Parish of Ouachita, State of Louisiana, on this the **26** day of March, 2020.

WITNESSES:

OUACHITA PARISH POLICE JURY, Grantee

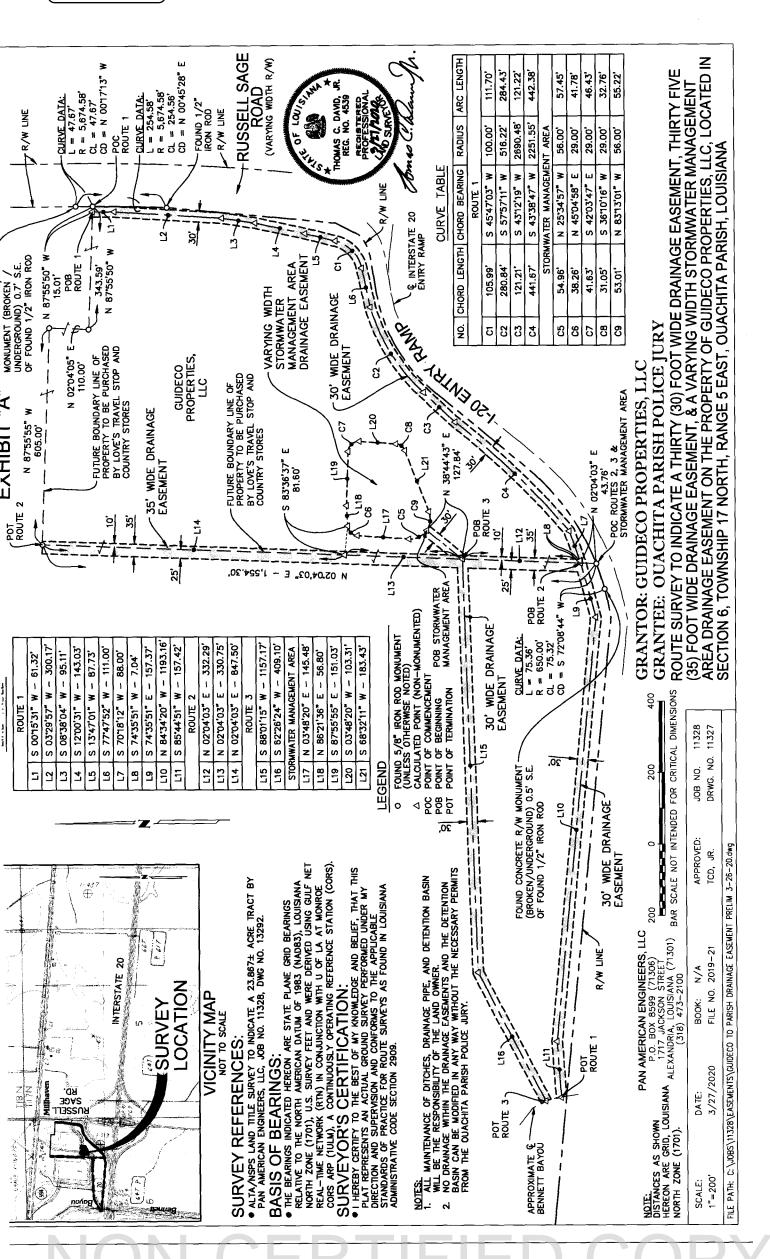
By: SHANE SMILEY

Its Duly Authorized Representative

Kerin E. Crosky

NOTARY PUBLIC

E. Michael Mahaffey Notary Public Notary ID No. 150345 Lincoln Parish, Louislana



VARYING WIDTH DRAINAGE EASEMENT DESCRIPTION

DESCRIPTION OF A VARYING WIDTH (30' WIDE & 35' WIDE) DRAINAGE EASEMENT ON THE PROPERTY OF GUIDECO PROPERTIES, LLC, LOCATED IN SECTION 6, TOWNSHIP 17 NORTH, RANGE 5 EAST, OUACHITA PARISH, LOUISIANA

ROUTE 1 (30' WIDE)

Commencing at a 5/8" diameter iron rod located at the intersection of the western right of way line of Russell Sage Road and the future northern boundary line of a 23.867± acre tract to be purchased by Love's Travel Stop and Country Stores; thence proceed North 87 degrees 55 minutes 50 seconds West, grid bearing, departing said western right of way line and along said future northern boundary line, a distance of 15.01 feet to a calculated non-monumented point marking the POINT OF BEGINNING of Route 1 of the 30' wide Drainage Easement and being 15' either side of the following described line:

thence turn left and proceed South 00 degrees 15 minutes 31 seconds West, departing said future northern boundary line and along the centerline of a 30' wide Drainage Easement, a distance of 61.32 feet to a calculated non-monumented point;

thence turn right and proceed South 03 degrees 29 minutes 57 seconds West, along the centerline of a 30' wide Drainage Easement, a distance of 300.17 feet to a calculated non-monumented point;

thence turn right and proceed South 08 degrees 38 minutes 04 seconds West, along the centerline of a 30' wide Drainage Easement, a distance of 95.11 feet to a calculated non-monumented point;

thence turn right and proceed South 12 degrees 00 minutes 31 seconds West, along the centerline of a 30' wide Drainage Easement, a distance of 143.03 feet to a calculated non-monumented point;

thence turn right and proceed South 13 degrees 47 minutes 01 seconds West, along the centerline of a 30' wide Drainage Easement, a distance of 87.73 feet to a calculated non-monumented point;

thence turn right and proceed in a southwesterly direction, along the centerline of a 30' wide Drainage Easement, a distance of 111.70 feet along the arc of a curve concave to the northwest, having a radius of 100.00 feet and a chord that bears South 45 degrees 47 minutes 03 seconds West, a chord distance of 105.99 feet to a calculated non-monumented point;

thence turn right and proceed South 77 degrees 47 minutes 52 seconds West, along the centerline of a 30' wide Drainage Easement, a distance of 111.00 feet to a calculated non-monumented point;

thence turn left and proceed in a southwesterly direction, along the centerline of a 30' wide Drainage Easement, a distance of 284.43 feet along the arc of a curve concave to the southeast, having a radius of 516.22 feet and a chord that bears South 57 degrees 57 minutes 11 seconds West, a chord distance of 280.84 feet to a calculated non-monumented point;

thence turn left and proceed in a southwesterly direction, along the centerline of a 30' wide Drainage Easement, a distance of 121.22 feet along the arc of a curve concave to the southeast, having a radius of 2,690.48 feet and a chord that bears South 43 degrees 12 minutes 19 seconds West, a chord distance of 121.21 feet to a calculated non-monumented point;

Page 1 of 3

MAI 1328 - LOVES - MONROE - ALTA/SURVEY/SURVEY DRAWINGS/EASEMENTS/LEGAL/Guideco to Parish Desirage Essentent Final 3-27-20.dox

thence turn right and proceed in a southwesterly direction, along the centerline of a 30' wide Drainage Easement, a distance of 442.38 feet along the arc of a curve concave to the northwest, having a radius of 2,251.55 feet and a chord that bears South 43 degrees 38 minutes 47 seconds West, a chord distance of 441.67 feet to a calculated non-monumented point;

thence turn right and proceed South 70 degrees 18 minutes 12 seconds West, along the centerline of a 30' wide Drainage Easement, a distance of 88.00 feet to a calculated non-monumented point;

thence turn right and proceed South 74 degrees 35 minutes 51 seconds West, along the centerline of a 30' wide Drainage Easement, a distance of 7.04 feet to a calculated non-monumented point;

thence continue South 74 degrees 35 minutes 51 seconds West, along the centerline of a 30' wide Drainage Easement, a distance of 157.37 feet to a calculated non-monumented point;

thence turn right and proceed North 84 degrees 34 minutes 20 seconds West, along the centerline of a 30' wide Drainage Easement, a distance of 1,193.16 feet to a calculated non-monumented point;

thence turn left and proceed South 85 degrees 44 minutes 51 seconds West, along the centerline of a 30' wide Drainage Easement, a distance of 157.42 feet to the approximate centerline of Bennett Bayou, said point being calculated non-monumented and also being the POINT OF TERMINATION of the above described Route 1;

ROUTE 2 (35' WIDE)

Commencing at a 5/8" diameter iron rod located at the intersection of the northern right of way line of Interstate 20 and the future western boundary line of a 23.867± acre tract to be purchased by Love's Travel Stop and Country Stores; thence proceed North 02 degrees 04 minutes 03 seconds East, grid bearing, departing said northern right of way line and along said future western boundary line, a distance of 43.76 feet to a calculated non-monumented point marking the POINT OF BEGINNING of Route 2 of the 35' wide Drainage Easement to be described, said Easement being located 10' to the east and 25' to the west of the future western boundary line of a 23.867± acre tract to be purchased by Love's Travel Stop and Country Stores;

thence continue North 02 degrees 04 minutes 03 seconds East, along said future western boundary line, a distance of 332.29 feet to a calculated non-monumented point;

thence continue North 02 degrees 04 minutes 03 seconds East, along said future western boundary line, a distance of 330.75 feet to a calculated non-monumented point;

thence continue North 02 degrees 04 minutes 03 seconds East, along said future western boundary line, a distance of 847.50 feet to a 5/8" diameter iron rod (found), said point being located 10' west of the eastern side and 25' east of the western side of a 35' wide Drainage Easement and also being the POINT OF TERMINATION of the above described Route 2;

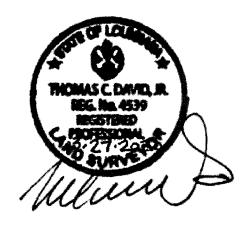
ROUTE 3 (30' WIDE)

Commencing at a 5/8" diameter iron rod located at the intersection of the northern right of way line of Interstate 20 and the future western boundary line of a 23.867± acre tract to be purchased by Love's Travel Stop and Country Stores; thence proceed North 02 degrees 04 minutes 03 seconds East, grid bearing, departing said northern right of way line and along said future western boundary line, a distance of 43.76 feet to a calculated non-monumented point; thence continue North 02 degrees 04 minutes 03 seconds East, along said future western boundary line, a distance of 332.29 feet to a calculated non-monumented point marking the **POINT OF BEGINNING** of Route 3 of the 30' wide Drainage Easement and being 15' either side of the following described line;

thence turn left and proceed South 88 degrees 01 minutes 15 seconds West, along the centerline of a 30' wide Drainage Easement, a distance of 1,157.17 feet to a calculated non-monumented point;

thence turn left and proceed South 62 degrees 26 minutes 24 seconds West, along the centerline of a 30' wide Drainage Easement, a distance of 409.10 feet to the approximate centerline of Bennett Bayou, said point being calculated non-monumented and also being the POINT OF TERMINATION of the above described Route 3;

The above described Routes 1, 2 and 3 of a varying width Drainage Easement are more particularly indicated on Route Survey by Pan American Engineers, LLC, Job No. 11328, Drawing No. 11327.



STORMWATER MANAGEMENT AREA DRAINAGE EASEMENT DESCRIPTION

DESCRIPTION OF A VARYING WIDTH STORMWATER MANAGEMENT AREA DRAINAGE EASEMENT ON THE PROPERTY OF GUIDECO PROPERTIES, LLC, LOCATED IN SECTION 6, TOWNSHIP 17 NORTH, RANGE 5 EAST, OUACHITA PARISH, LOUISIANA

Commencing at a 5/8" diameter iron rod located at the intersection of the northern right of way line of Interstate 20 and the future western boundary line of a 23.867± acre tract to be purchased by Love's Travel Stop and Country Stores; thence proceed North 02 degrees 04 minutes 03 seconds East, grid bearing, departing said northern right of way line and along said future western boundary line, a distance of 43.76 feet to a calculated non-monumented point; thence continue North 02 degrees 04 minutes 03 seconds East, along said future western boundary line, a distance of 332.29 feet to a calculated nonmonumented point; thence turn right and proceed North 38 degrees 44 minutes 43 seconds East, departing said future western boundary line and along the centerline of a 30' wide portion of the described varying width Stormwater Management Area Drainage Easement, a distance of 127.84 feet to a calculated non-monumented point marking the POINT OF BEGINNING of the varying width Stormwater Management Area Drainage Easement to be described; The northern and southern lines of said 30' wide portion are to extend from the eastern line of the 35' wide drainage easement to the outer boundary lines of the varying width Stormwater Management Area Drainage Easement with no gaps;

thence turn left and proceed in a northwesterly direction, a distance of 57.45 feet along the arc of a curve concave to the northeast, having a radius of 56.00 feet and a chord that bears North 25 degrees 34 minutes 57 seconds West, a chord distance of 54.96 feet to a calculated non-monumented point;

thence turn right and proceed North 03 degrees 48 minutes 20 seconds East, a distance of 145.48 feet to a calculated non-monumented point;

thence turn right and proceed in a northeasterly direction, a distance of 41.78 feet along the arc of a curve concave to the southeast, having a radius of 29.00 feet and a chord that bears North 45 degrees 04 minutes 58 seconds East, a chord distance of 38.26 feet to a calculated non-monumented point;

thence turn right and proceed North 86 degrees 21 minutes 36 seconds East, a distance of 56.80 feet to a calculated non-monumented point;

thence turn right and proceed South 87 degrees 55 minutes 55 seconds East, a distance of 151.03 feet to a calculated non-monumented point;

thence turn right and proceed in a southeasterly direction, a distance of 46.43 feet along the arc of a curve concave to the southwest, having a radius of 29.00 feet and a chord that bears South 42 degrees 03 minutes 47 seconds East, a chord distance of 41.63 feet to a calculated non-monumented point;

thence turn right and proceed South 03 degrees 48 minutes 20 seconds West, a distance of 103.31 feet to a calculated non-monumented point;

thence turn right and proceed in a southwesterly direction, a distance of 32.76 feet along the arc of a curve concave to the northwest, having a radius of 29.00 feet and a chord that bears South 36 degrees 10 minutes 16 seconds West, a chord distance of 31.05 feet to a calculated non-monumented point;

thence turn right and proceed South 68 degrees 32 minutes 11 seconds West, a distance of 183.43 feet to a calculated non-monumented point;

thence turn right and proceed in a northwesterly direction, a distance of 55.22' along the arc of a curve concave to the northeast, having a radius of 56.00 feet and a chord that bears North 83 degrees 13 minutes 01 seconds West, a chord distance of 53.01 feet to the **POINT OF BEGINNING**;

The above described varying width Stormwater Management Area Drainage Easement is more particularly indicated on Route Survey by Pan American Engineers, LLC, Job No. 11328, Drawing No. 11327.



Ouachita Parish Recording Page

DENA PETERS Clerk of Court PO Box 1862 Monroe, LA 71210-1862 (318) 327-1444

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GUIDECO PROPERTIES LLC

First VENDEE

OUACHITA PARISH POLICE JURY

Index Type: CONVEYANCES

Type of Document: EASEMENT

Recording Pages:

File Number: 1796599

Book: 2613

Page: 878

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SEWER/DRAINAGE EASEMENT AGREEMENT

THIS SEWER/DRAINAGE EASEMENT AGREEMENT (the "Agreement") is entered into on this 27h day of March, 2020 (the "Effective Date"), by and between GUIDECO PROPERTIES, L.L.C., a Louisiana Limited Liability Company (the "Grantor"), appearing herein through its duly authorized representative, having an address of P.O. Box 607, Ruston, Louisiana, and the OUACHITA PARISH POLICE JURY (the "Grantee"), appearing herein through its duly authorized representative, having an address of 301 South Grand Street #300, Monroe, Louisiana 71201..

WHEREAS, the term "easement" as used in this Act and the exhibits made a part hereof shall denote for all purposes a "servitude" over and across Grantor's property in accordance with the laws of the State of Louisiana.

WHEREAS, Grantor is the owner of certain real property located in Section 6, Township 17 North, Range 5 East, Ouachita Parish, Louisiana, with a municipal address of 11000 Millhaven Road, Monroe, Louisiana 71203 (the "Grantor Property");

WHEREAS, Grantee or its successors or assigns owns and operates a public sanitary sewer system and, as such, is responsible for maintaining public sewer facilities and sewer lines; and

WHEREAS, Grantee, it successor or assigns, will accept the planned gravity sewer mains along with sewer manholes built in accordance with the City of Monroe's standards and specifications to service an intended development on Grantor's Property within the portion of the Grantor Property which is described and depicted, as stated in the attached and incorporated Exhibit "A" (the "Sewer/Drainage Easement").

NOW THEREFORE, in consideration of the terms and conditions hereof and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

§1. <u>GRANT OF EASEMENT</u>. Grantor hereby grants to Grantee a non-exclusive, perpetual easement over, under, upon and across Grantor's Property, which easement is described and depicted, as stated in the attached and incorporated Exhibit "A," for purposes: 1) of maintaining, improving, operating, repairing and removing, from time to time, sewer lift station(s), gravity sewer mains and manholes; and, 2) accessing drainage easements located on the property of Grantor or its successor or assigns.

§2. REPRESENTATIONS AND WARRANTIES.

- §2.1 By Grantor. Grantor represents and warrants that (i) it is a Louisiana Limited Liability Company, duly organized and in good standing under the laws of Louisiana and has all requisite power and authority to carry on its business as now conducted; (ii) Grantor has full right and authority to enter into and perform under this Agreement and to grant the easements contemplated hereby; and (ii) upon full execution, this Agreement will constitute the valid and legally binding obligation of Grantor and be enforceable against Grantor in accordance with its terms.
- §2.2 By Grantee. Grantee represents and warrants that (i) Grantee has full right and authority to enter into and perform under this Agreement and to accept the easements contemplated hereby.
- §3. <u>RESERVATION OF RIGHTS</u>. Notwithstanding the grant of the foregoing Easement and rights to Grantee hereunder, Grantor, its successors and assigns expressly reserves the right to use the Grantor Property in any manner which does not materially interfere with Grantee's exercise of its rights hereunder. Notwithstanding anything contained to the contrary herein, Grantee, it successor or assigns shall be authorized to construct a fence around any existing or future sewer lift station.

- §4. <u>INDEMNITY</u>. Grantee agrees to indemnify, defend and hold Grantor harmless from and against all claims, demands, suits, damages, liabilities or losses which may arise or be incurred as a result of or in relation to the exercise by Grantee of its rights hereunder, except to the extent any such claims, suits, damages, liabilities or losses arise due to the gross negligence or willful misconduct of Grantor.
- §5. MISCELLANEOUS. This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and the terms and provisions hereof shall be deemed covenants running with the land for all purposes and may be amended or modified only by an instrument in recordable form, executed by both parties hereto. This Agreement may be executed in counterparts which, when taken together (assuming no revisions), shall constitute the same instrument. Grantee shall be authorized to assign this Agreement to the City of Monroe without further consent from Grantor, its successors or assigns.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

THUS DONE AND PASSED by GUIDECO PROPERTIES, L.L.C., appearing herein through its duly-authorized representative, JAMES E. DAVISON, SR., in the City of Ruston, Parish of Lincoln, State of Louisiana, on this the 27th day of March, 2020.

WITNESSES:

E. MICHAEL MAHAFFET (PRINT NAME)

Debbie Haddox

(PRINT NAME)

DECO PROPERTIES L.L.C.

By: JAMES E. DAVISON, SR. Its Duly Authorized Representative THUS DONE AND PASSED by the OUACHITA PARISH POLICE JURY, appearing herein through its duly-authorized representative, SHANE SMILEY, in the City of Monroe, Parish of Ouachita, State of Louisiana, on this the 200 day of March, 2020.

WITNESSES:

OUACHITA PARISH POLICE JURY, Grantee

By: SHANE SMILEY

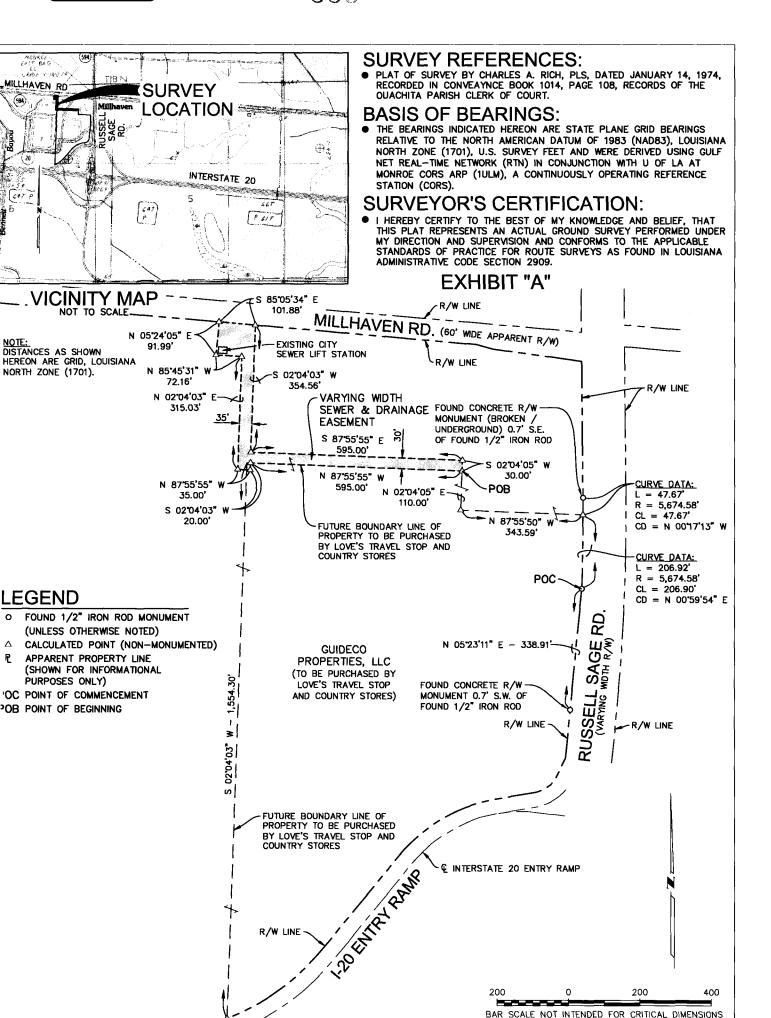
Its Duly Authorized Representative

Kevin E. Cosby
(PRINT NAME)

NOTARY PUBLIC



E. Michael Mahaffey Notary Public Notary ID No. 150345 Lincoln Parish, Louisiana



GRANTOR: GUIDECO PROPERTIES, LLC GRANTEE: OUACHITA PARISH POLICE JURY ROUTE SURVEY TO INDICATE A VARYING WIDTH SEWER & DRAINAGE EASEMENT ON THE PROPERTY OF GUIDECO PROPERTIES, LLC, LOCATED IN SECTION 6, TOWNSHIP 17 NORTH, RANGE 5 EAST, OUACHITA PARISH, LOUISIANA

PAN AMERICAN ENGINEERS, LLC P.O. BOX 8599 (71306) 1717 JACKSON STREET ALEXANDRIA, LOUISIANA (71301) (318) 473-2100

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 2019-21
 TCD, JR.
 DRWG. NO.
 11327

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VARYING WIDTH SEWER & DRAINAGE EASEMENT DESCRIPTION

DESCRIPTION OF A VARYING WIDTH SEWER & DRAINAGE EASEMENT ON THE PROPERTY OF GUIDECO PROPERTIES, LLC, LOCATED IN SECTION 6, TOWNSHIP 17 NORTH, RANGE 5 EAST, OUACHITA PARISH, LOUISIANA

Commencing at a 1/2" diameter iron rod located along the western right of way line of Russell Sage Road; thence proceed in a northeasterly direction, along said western right of way line, a distance of 206.92 feet along the arc of a curve concave to the west, having a radius of 5,674.58 feet and a chord that bears North 00 degrees 59 minutes 54 seconds East, grid bearing, a chord distance of 206.90 feet to a calculated non-monumented point marking the intersection of the western right of way line of Russell Sage Road and the future northern boundary line of the property to be purchased by Love's Travel Stop and Country Stores; thence turn left and proceed North 87 degrees 55 minutes 50 seconds West, departing said western right of way line and along said future northern boundary line, a distance of 343.59 feet to a calculated non-monumented point; thence turn right and proceed North 02 degrees 04 minutes 05 seconds East, along said future northern boundary line, a distance of 110.00 feet to a calculated non-monumented point marking the POINT OF BEGINNING of the varying width Sewer & Drainage Easement to be described;

thence turn left and proceed North 87 degrees 55 minutes 55 seconds West, along said future northern boundary line, a distance of 595.00 feet to a calculated non-monumented point;

thence turn left and proceed South 02 degrees 04 minutes 03 seconds West, departing said future northern boundary line, a distance of 20.00 feet to a calculated non-monumented point;

thence turn right and proceed North 87 degrees 55 minutes 55 seconds West, a distance of 35.00 feet to a calculated non-monumented point;

thence turn right and proceed North 02 degrees 04 minutes 03 seconds East, a distance of 315.03 feet to a calculated non-monumented point;

thence turn left and proceed North 85 degrees 45 minutes 31 seconds West, a distance of 72.16 feet to a calculated non-monumented point;

thence turn right and proceed North 05 degrees 24 minutes 05 seconds East, a distance of 91.99 feet to the southern apparent right of way line of Millhaven Road, said point being calculated and non-monumented;

thence turn right and proceed South 85 degrees 05 minutes 34 seconds East, along said southern apparent right of way line, a distance of 101.88 feet to a calculated non-monumented point;

thence turn right and proceed South 02 degrees 04 minutes 03 seconds West, departing said southern apparent right of way line, a distance of 354.56 feet to a calculated non-monumented point;

thence turn left and proceed South 87 degrees 55 minutes 55 seconds East, a distance of 595.00 feet to a calculated non-monumented point;

thence turn right and proceed South 02 degrees 04 minutes 05 seconds West, a distance of 30.00 feet to the POINT OF BEGINNING;

The above described varying width Sewer & Drainage Easement is more particularly indicated on Route Survey by Pan American Engineers, LLC, Job No. 11328. Drawing No. 11327.

Page 1 of 1

MAI 1328 - LOVES - MONROE - ALTAISURVEYISTRYEY DIEA WONGSEKASEMENTSYLEGALIO-III PIE

Ouachita Parish Recording Page

DENA PETERS Clerk of Court PO Box 1862 Monroe, LA 71210-1862 (318) 327-1444

Received From: W KYLE GREEN

901

First VENDOR

GUIDECO PROPERTIES LLC

First VENDEE

LOVES TRAVEL STOP & COUNTRY STORES INC

Index Type: CONVEYANCES

File Number: 1796603

Type of Document: EASEMENT

Book: 2613

Page: 901

Recording Pages:

10

Recorded Information

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

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SHARED ACCESS AND UTILITY EASEMENT AGREEMENT

THIS SHARED ACCESS AND UTILITY EASEMENT (the "Agreement") is entered into on this day of March, 2020 (the "Effective Date"), by and between GUIDECO PROPERTIES, L.L.C., a Louisiana Limited Liability Company ("GUIDECO"), appearing herein through its duly authorized representative, having an address of P.O. Box 607, Ruston, Louisiana, and LOVE'S TRAVEL STOP & COUNTRY STORES, INC., an Oklahoma Domestic for Profit Business Corporation ("LOVES"), appearing herein through its duly authorized representative, having a mailing address of 10601 N. Pennsylvania Avenue, Oklahoma City, Oklahoma.

WHEREAS, GUIDECO is the owner of certain real property located in Section 6, Township 17 North, Range 5 East, Ouachita Parish, Louisiana, with a municipal address of 11000 Millhaven Road, Monroe, Louisiana 71203 (the "GUIDECO Parcel");

WHEREAS, LOVES is purchasing from GUIDECO certain real property located in Section 6, Township 17 North, Range 5 East, Ouachita Parish, Louisiana (the "LOVES Parcel");

WHEREAS, GUIDECO desires to grant to LOVES a non-exclusive perpetual access and utility easement over that certain portion of property located on the GUIDECO Parcel for the purpose of providing LOVES with vehicular and pedestrian access over and across the GUIDECO Parcel and also for the purpose of installing, maintaining, and use of utilities, which easement is described and depicted, as stated in the attached and incorporated Exhibit "A" (hereinafter referred to as the "Shared Easement").

WHEREAS, LOVES desires to grant to GUIDECO a non-exclusive perpetual access easement over that certain portion of property located on the LOVES Parcel for the purpose of providing GUIDECO with vehicular and pedestrian access over and across the LOVES Parcel and also for the purpose of installing, maintaining and use of utilities, which easement is described and depicted, as stated in the attached and incorporated Exhibit "B" (hereinafter referred to as the "Shared Easement").

WHEREAS, GUIDECO and LOVES desire and intend that any and all present and future owners, mortgagees, purchasers, tenants, subtenants, occupants, and other persons or parties acquiring an interest in the GUIDECO Parcel, the LOVES Parcel, or any portion thereof, and their respective agents, contractors, guests and invitees (all of which parties are hereinafter, respectively, collectively hereinafter called the "Benefitted Parties") shall enjoy the benefits of, and hold their interests subject to, the rights, easements, provisions and restrictions set forth in this Agreement.

NOW THEREFORE, in consideration of the terms and conditions hereof and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

§1. GRANT OF ACCESS EASEMENTS.

- (a) <u>GUIDECO's Grant of GUIDECO Parcel Access Easement to LOVES</u>. Subject to the terms of this Agreement and to all matters and conditions of record, GUIDECO hereby grants to LOVES and each of LOVES' Benefitted Parties, a non-exclusive and perpetual access easement for the installation, maintenance, and use of utilities and additionally, for ingress and egress over, along, upon and across the Shared Easement located on the GUIDECO Parcel solely for the purpose of providing the installation, maintenance and use of utilities and for vehicular and pedestrian access across and between the LOVES Parcel and the GUIDECO Parcel and between the LOVES Parcel and public roadways and lands adjacent to the GUIDECO Parcel(the "GUIDECO Parcel Access Easement").
- (b) <u>LOVES' Grant of LOVES Parcel Access Easement to GUIDECO</u>. Subject to the terms of this Agreement and to all matters and conditions of record, LOVES hereby grants to GUIDECO and each of GUIDECO's Benefitted Parties, a non-exclusive and perpetual access easement for the installation, maintenance, and use of utilities and

additionally, for ingress and egress over, along, upon and across the Shared Easement located on the LOVES Parcel solely for the purpose of providing the installation, maintenance and use of utilities and for vehicular and pedestrian access across and between the LOVES Parcel and the GUIDECO Parcel and between the GUIDECO Parcel and public roadways and lands adjacent to the LOVES Parcel (the "LOVES Parcel Access Easement"). The GUIDECO Access Easement and the LOVES Access Easement may be referred to collectively as the "Shared Easement").

- §2. <u>CONDITIONS TO GRANT OF THE ACCESS EASEMENTS</u>. The grants of the Access Easements are subject to, among other things, the following terms and conditions, along with any other conditions set forth herein:
 - (a) <u>Modification to Access Easements</u>. Without the prior written consent of the other Party (or the then-current owner of the GUIDECO Parcel or the LOVES Parcel, as applicable), which consent shall not be unreasonably withheld, conditioned, or delayed, neither Party shall materially alter, modify, or relocate the Shared Easement, in a manner that would prevent the vehicular and pedestrian access granted herein over the GUIDECO Parcel or the LOVES Parcel, as applicable.
 - (b) <u>Maintenance of the GUIDECO Parcel</u>. GUIDECO, its successors and or assigns or any future owner of the GUIDECO Parcel, shall, at its sole cost and expense, maintain, repair, and replace the roadways and drive aisles located on the GUIDECO Parcel.
- (c) <u>Maintenance of the LOVES Parcel</u>. LOVES, its successors and or assigns or any future owner of the LOVES Parcel shall, at its sole cost and expense, maintain, repair, and replace the roadways and drive aisles located on the LOVES Parcel.
- §3. <u>RESERVATION OF RIGHTS</u>. The Parties hereby expressly reserve for themselves and their successors-in-title with respect to the GUIDECO Parcel and the LOVES Parcel, as the case may be, all rights and privileges incident to the ownership of the fee simple estate of such property as are not inconsistent with nor materially interfere with the terms, conditions, rights and easements herein granted.
- §4. <u>COVENANTS RUNNING WITH THE LAND</u>. The terms and conditions contained in this Agreement shall be covenants running with the land for each of the GUIDECO Parcel and the LOVES Parcel, and shall be perpetual and enforceable as equitable servitudes in favor of each such parcel, as applicable, and shall also bind, inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and assigns. Acceptance of a deed or a memorandum of lease for the GUIDECO Parcel or the LOVES Parcel, or any portion thereof, shall be conclusive evidence of such assumption, including all maintenance obligations.
- §5. <u>NOTICE</u>. All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (i) registered or certified mail return receipt requested, postage prepaid, or (ii) nationally recognized overnight courier service, addressed as first set forth above (unless written notice of change thereof is provided). Notice shall be deemed received on the earlier of (i) actual receipt, (ii) three (3) business days after deposit in the U.S. Mail, or (iii) the first business day after deposit with an overnight courier, upon receipt of proof of transmission. Any notice or communication not received because of a change of address, without notice to the other party thereof, or refusal to accept delivery, shall be deemed received, notwithstanding the same, as set forth above.
- §6. <u>NO IMPLIED CONSENT OR WAIVER</u>. No delay or omission by any of the Parties hereto, or their successors or assigns, to exercise any right or power occurring upon any non-compliance or failed performance by the other Parties under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any Party hereto, or its successors or assigns, of any of the covenants, obligations, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, obligation, condition or agreement herein contained.
- §7. <u>SEVERABILITY</u>. If any provision of this Agreement or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent and such invalid

provision does not materially affect the rights of the Parties hereto, the remainder of this Agreement and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

- §8. <u>ATTORNEYS' FEES</u>. The prevailing Party in any legal proceeding regarding this Agreement shall be entitled to recover from the other Party all reasonable attorneys' and experts' fees and costs incurred by such prevailing Party in connection with such proceeding and any efforts or negotiations leading thereto.
- §9. <u>AMENDMENT</u>. This Agreement and the exhibits attached hereto cannot be modified, amended, terminated, or released without the prior written consent of each of GUIDECO and LOVES or their respective successors and assigns.
- §10. <u>HEADINGS</u>. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and the plural shall include the singular. Titles of Sections and subsections of this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement.
- §11. <u>INTERPRETATION</u>. No term or provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision.
- §12. <u>GOVERNING LAW</u>. This Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the substantive laws, not the conflicts laws or choice of law rules, of Louisiana.
- §13. <u>COUNTERPARTS</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signature of the Parties hereto on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

THUS DONE AND PASSED by GUIDECO PROPERTIES, L.L.C., appearing herein through its duly-authorized representative, JAMES E. DAVISON, SR., in the City of Ruston, Parish of Lincoln, State of Louisiana, on this the **27**ⁿ day of March, 2020.

WITNESSES:

E. MICHAEL MAUAFFET

GUIDECO PROPERTIES, L.L.C.

By: JAMES E. DAVISON, SR. Its Duly Authorized Representative

Mea

Deltie Hadaoy (PRINT NAME)

SCAYLE CREEK SON SOLL # 25401 HOTARN PREMIC, 10 # 60914 HOTARN PREMICHES HOTARN PROPERTY AND AUTE

THUS DONE AND PASSED by LOVE'S TRAVEL STOP & COUNTRY STORES, INC., appearing herein through its duly-authorized representative, Drug Stussi, in the City of Oklohoma City, County of Oklohoma City, County of Oklohoma , State of Oklohoma , on this the 312 day of March, 2020.

WITNESSES:

LOVE'S TRAVEL STOP & COUNTRY STORES, INC.

By:

Starley Helley

By:

Its Duly Authorized Representative

PRINT NAME)

Hash Land (PRINT NAME)

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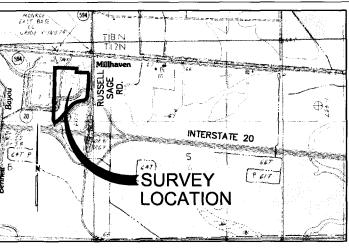
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VICINITY MAP

SURVEY REFERENCES:

 ALTA/NSPS LAND TITLE SURVEY TO INDICATE A 23.867± ACRE TRACT BY PAN AMERICAN ENGINEERS, LLC, JOB NO. 11328, DWG NO. 13292.

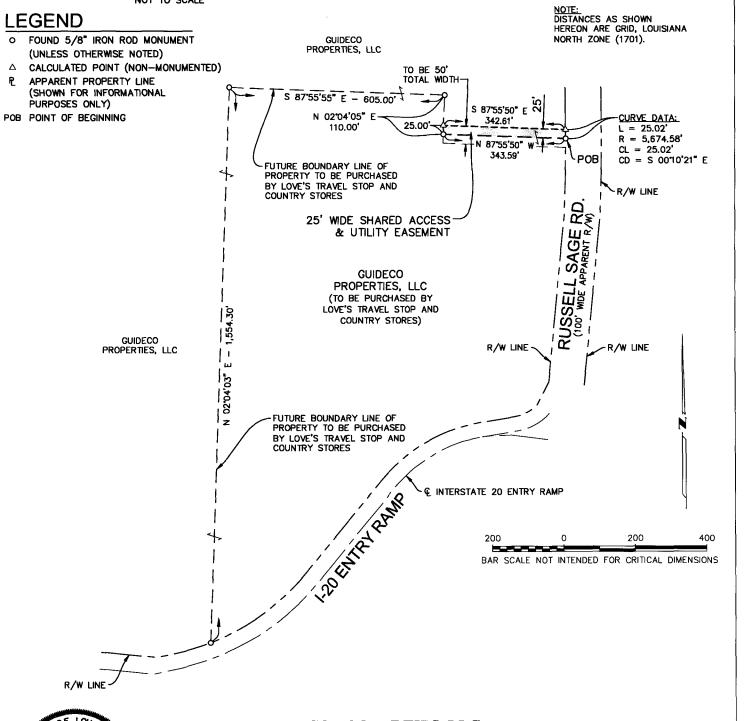
BASIS OF BEARINGS:

THE BEARINGS INDICATED HEREON ARE STATE PLANE GRID BEARINGS RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), LOUISIANA NORTH ZONE (1701), U.S. SURVEY FEET AND WERE DERIVED USING GULF NET REAL—TIME NETWORK (RTN) IN CONJUNCTION WITH U OF LA AT MONROE CORS ARP (1ULM), A CONTINUOUSLY OPERATING REFERENCE STATION (CORS).

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION AND CONFORMS TO THE APPLICABLE STANDARDS OF PRACTICE FOR ROUTE SURVEYS AS FOUND IN LOUISIANA ADMINISTRATIVE CODE SECTION 2909.

EXHIBIT "A"





PAN AMERICAN ENGINEERS, LLC P.O. BOX 8599 (71306) 1717 JACKSON STREET ALEXANDRIA, LOUISIANA (71301) (318) 473-2100

SCALE:

DATE: 3/26/2020 BOOK: N/A FILE NO. 2019-21 APPROVED: TCD, JR. JOB NO. 11328 DRWG, NO. 11329

25' WIDE SHARED ACCESS & UTILITY EASEMENT DESCRIPTION

DESCRIPTION OF A 25' WIDE SHARED ACCESS & UTILITY EASEMENT ON THE PROPERTY OF GUIDECO PROPERTIES, LLC, LOCATED IN SECTION 6, TOWNSHIP 17 NORTH, RANGE 5 EAST, OUACHITA PARISH, LOUISIANA

Beginning at a 5/8" diameter iron rod (found), marking the intersection of the western right of way line of Russell Sage Road with the future northern boundary line of a 23.867± acre tract to be purchased by Love's Travel Stop and Country Stores, said point also being the **POINT OF BEGINNING** of the 25' wide Shared Access & Utility Easement to be described;

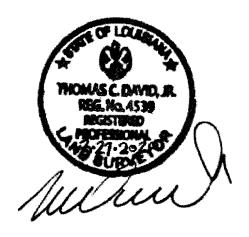
thence proceed North 87 degrees 55 minutes 50 seconds West, grid bearing, departing said western right of way line and along said future northern boundary line, a distance of 343.59 feet to a 5/8" diameter iron rod (found);

thence turn right and proceed North 02 degrees 04 minutes 05 seconds East, departing said future northern boundary line, a distance of 25.00 feet to a calculated non-monumented point;

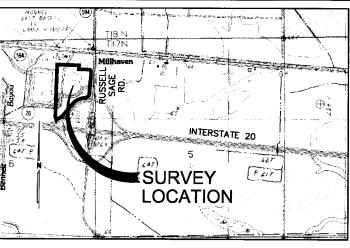
thence turn right and proceed South 87 degrees 55 minutes 50 seconds East, a distance of 342.61 feet to the western right of way line of Russell Sage Road, said point being calculated and non-monumented;

thence turn right and proceed in a southeasterly direction, along said western right of way line, a distance of 25.02 feet along the arc of a curve concave to the west, having a radius of 5,674.58 feet and a chord that bears South 00 degrees 10 minutes 21 seconds East, a chord distance of 25.02 feet to the **POINT OF BEGINNING**;

The above described 25' wide Shared Access & Utility Easement is more particularly indicated on Route Survey by Pan American Engineers, LLC, Job No. 11328, Drawing No. 11329.



LEGEND



VICINITY MAP NOT TO SCALE

FOUND 5/8" IRON ROD MONUMENT

SURVEY REFERENCES:

ALTA/NSPS LAND TITLE SURVEY TO INDICATE A 23.867 \pm ACRE TRACT BY PAN AMERICAN ENGINEERS, LLC, JOB NO. 11328, DWG NO. 13292.

BASIS OF BEARINGS:

THE BEARINGS INDICATED HEREON ARE STATE PLANE GRID BEARINGS RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), LOUISIANA NORTH ZONE (1701), U.S. SURVEY FEET AND WERE DERIVED USING GULF NET REAL—TIME NETWORK (RTN) IN CONJUNCTION WITH U OF LA AT MONROE CORS ARP (1ULM), A CONTINUOUSLY OPERATING REFERENCE STATION (CORS).

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION AND CONFORMS TO THE APPLICABLE STANDARDS OF PRACTICE FOR ROUTE SURVEYS AS FOUND IN LOUISIANA ADMINISTRATIVE CODE SECTION 2909.

EXHIBIT "A" B

GUIDECO PROPERTIES, LLC

NOTE: DISTANCES AS SHOWN HEREON ARE GRID, LOUISIANA NORTH ZONE (1701). (UNLESS OTHERWISE NOTED) CALCULATED POINT (NON-MONUMENTED) APPARENT PROPERTY LINE (SHOWN FOR INFORMATIONAL TO BE 50'
TOTAL WIDTH PURPOSES ONLY) S 87'55'55" E - 605.00' POB POINT OF BEGINNING POB S 02'04'05" S 87°55'50" E -CURVE DATA: L = 25.02' R = 5,674.58' CL = 25.02' CD = S 00'04'48" W 343.59 N 02'04'05 25.00 87'55'50" 344.46 25 FUTURE BOUNDARY LINE OF PROPERTY TO BE PURCHASED BY LOVE'S TRAVEL STOP AND COUNTRY STORES R/W LINE Z, € L SAGE R 25' WIDE SHARED ACCESS & UTILITY EASEMENT **GUIDECO** PROPERTIES, LLC 河景 (TO BE PURCHASED BY LOVE'S TRAVEL STOP AND SS. COUNTRY STORES) GUIDECO PROPERTIES, LLC $\widetilde{\mathbb{Z}}$ R/W LINE FUTURE BOUNDARY LINE OF PROPERTY TO BE PURCHASED BY LOVE'S TRAVEL STOP AND COUNTRY STORES & INTERSTATE 20 ENTRY RAMP 200 200 400 BAR SCALE NOT INTENDED FOR CRITICAL DIMENSIONS

OF LOUISIAN REGISTERED PROFESSIONAL riporg

R/W LINE

GRANTOR: LOVE'S TRAVEL STOP AND COUNTRY STORES GRANTEE: GUIDECO PROPERTIES, LLC ROUTE SURVEY TO INDICATE A TWENTY FIVE (25) FOOT WIDE SHARED ACCESS & UTILITY EASEMENT ACROSS PROPERTY TO BE PURCHASED BY LOVE'S TRAVEL STOP AND COUNTRY STORES, LOCATED IN SECTION 6, TOWNSHIP 17 NORTH,
RANGE 5 EAST, OUACHITA PARISH, LOUISIANA
PAN AMERICAN ENGINEERS, LLC
P.O. BOX 8599 (71306)
1717 JACKSON STREET
ALEXANDRIA, LOUISIANA (71301)
(318) 473–2100

SCALE:

DATE: 1'' = 200'3/26/2020

BOOK. N/A FILE NO. 2019-21 APPROVED: TCD, JR.

JOB NO. DRWG, NO. 11328

25' WIDE SHARED ACCESS & UTILITY EASEMENT DESCRIPTION

DESCRIPTION OF A 25' WIDE SHARED ACCESS & UTILITY EASEMENT ACROSS PROPERTY TO BE PURCHASED BY LOVE'S TRAVEL STOP AND COUNTRY STORES, LOCATED IN SECTION 6, TOWNSHIP 17 NORTH, RANGE 5 EAST, OUACHITA PARISH, LOUISIANA

Beginning at a 5/8" diameter iron rod (found), marking the intersection of the western right of way line of Russell Sage Road with the future northern boundary line of a 23.867± acre tract to be purchased by Love's Travel Stop and Country Stores, said point also being the **POINT OF BEGINNING** of the 25' wide Shared Access & Utility Easement to be described;

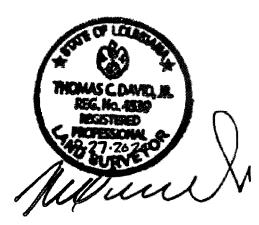
thence proceed in a southeasterly direction, along said western right of way line, a distance of 25.02 feet along the arc of a curve concave to the west, having a radius of 5,674.58 feet and a chord that bears South 00 degrees 04 minutes 48 seconds West, grid bearing, a chord distance of 25.02 feet to a calculated non-monumented point;

thence turn right and proceed North 87 degrees 55 minutes 50 seconds West, departing said western right of way line, a distance of 344.46 feet to a calculated non-monumented point;

thence turn right and proceed North 02 degrees 04 minutes 05 seconds East, a distance of 25.00 feet to the future northern boundary line of a 23.867± acre tract to be purchased by Love's Travel Stop and Country Stores, said point being marked by a 5/8" diameter iron rod (found);

thence turn right and proceed South 87 degrees 55 minutes 50 seconds East, along said future northern boundary line, a distance of 343.59 feet to the **POINT OF BEGINNING**;

The above described 25' wide Shared Access & Utility Easement is more particularly indicated on Route Survey by Pan American Engineers, LLC, Job No. 11328, Drawing No. 11328.



Ouachita Parish Recording Page

DANA BENSON Clerk of Court PO Box 1862

PO Box 1862 Monroe, LA 71210-1862 (318) 327-1444

Received From:

LOVES TRAVEL STOP

281

First VENDOR

GUIDECO PROPERTIES LLC

First VENDEE

LOVES TRAVEL STOP & COUNTRY STORES INC

Index Type: CONVEYANCES

File Number: 1818459

Type of Document: EASEMENT

Book: 2646

Page: 281

Recording Pages:

8

Recorded Information

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

Clerk of Court

On (Recorded Date): 02/10/2021

At (Recorded Time): 12:24:42PM

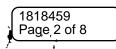


Doc ID - 012739320008

Return To: LOVES TRAVEL STOP

Do not Detach this Recording Page from Original Document





UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (the "Agreement") is entered into on this May of Melm of Nelman, 2020 (the "Effective Date"), by and between GUIDECO PROPERTIES, L.L.C., a Louisiana Limited Liability Company ("GUIDECO"), appearing herein through its duly authorized representative, having an address of P.O. Box 607, Ruston, Louisiana, and LOVE'S TRAVEL STOP & COUNTRY STORES, INC., an Oklahoma Domestic for Profit Business Corporation ("LOVES"), appearing herein through its duly authorized representative, having a mailing address of 10601 N. Pennsylvania Avenue, Oklahoma City, Oklahoma.

WHEREAS, GUIDECO is the owner of certain real property located in Section 6, Township 17 North, Range 5 East, Ouachita Parish, Louisiana, with a municipal address of 11000 Millhaven Road, Monroe, Louisiana 71203 (the "GUIDECO Parcel");

WHEREAS, LOVES is the owner of certain real property located in Section 6, Township 17 North, Range 5 East, Ouachita Parish, Louisiana and south of the Guideco Parcel (the "LOVES Parcel");

WHEREAS, GUIDECO desires to grant to LOVES a non-exclusive perpetual utility easement over that certain portion of property located on the GUIDECO Parcel for the purpose of installing, maintaining, repairing and replacing underground power and telephone utilities, which easement is described on Exhibit "A" and depicted on Exhibit "B" (hereinafter referred to as the "Utility Easement").

WHEREAS, GUIDECO and LOVES desire and intend that any and all present and future owners, mortgagees, purchasers, tenants, subtenants, occupants, and other persons or parties acquiring an interest in the GUIDECO Parcel, the LOVES Parcel, or any portion thereof, and their respective agents, contractors, guests and invitees (all of which parties are hereinafter, respectively, collectively hereinafter called the "Benefitted Parties") shall enjoy the benefits of, and hold their interests subject to, the rights, easements, provisions and restrictions set forth in this Agreement.

NOW THEREFORE, in consideration of the terms and conditions hereof and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- §1. <u>GRANT OF UTILITY EASEMENT</u>. Subject to the terms of this Agreement and to all matters and conditions of record, GUIDECO hereby grants to LOVES and each of LOVES' Benefitted Parties, a non-exclusive and perpetual easement solely for the installation, maintenance, and use of underground power and telephone utilities and additionally, for ingress and egress over, along, upon, under and across the Easement located on the GUIDECO Parcel for the purposes stated above (the "<u>Utility Easement</u>").
- §2. <u>CONDITIONS TO GRANT OF THE UTILITY EASEMENT</u>. The grant of the Utility Easement is subject to, among other things, the following terms and conditions, along with any other conditions set forth herein:
 - (a) <u>Modification to Utility Easement</u>. Without the prior written consent of GUIDECO (or the then-current owner of the GUIDECO Parcel, as applicable), which consent shall not be unreasonably withheld, conditioned, or delayed, LOVE'S shall not materially alter, modify, or relocate the Utility Easement..
 - (b) <u>Maintenance of the Utility Easement</u>. LOVE'S, its successors and or assigns or any future owner of the LOVE'S Parcel, shall, at its sole cost and expense, maintain, repair, and replace the utilities located in the Utility Easement and shall keep the Utility Easement area in good repair and conditions.

- §3. <u>RESERVATION OF RIGHTS</u>. GUIDECO hereby expressly reserve for itself and its successors-in-title, as the case may be, all rights and privileges incident to the ownership of the fee simple estate of the GUIDECO Parcel as are not inconsistent with nor materially interfere with the terms, conditions, rights and easements herein granted.
- §4. <u>COVENANTS RUNNING WITH THE LAND</u>. The terms and conditions contained in this Agreement shall be covenants running with the land and shall be perpetual and enforceable as equitable servitudes in favor of such parcel, and shall also bind, inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and assigns. Acceptance of a deed or a memorandum of lease for the GUIDECO Parcel, or any portion thereof, shall be conclusive evidence of such assumption, including all maintenance obligations.
- §5. <u>NOTICE</u>. All notices or other communication herein required or permitted shall be in writing and given by personal delivery or sent by (i) registered or certified mail return receipt requested, postage prepaid, or (ii) nationally recognized overnight courier service, addressed as first set forth above (unless written notice of change thereof is provided). Notice shall be deemed received on the earlier of (i) actual receipt, (ii) three (3) business days after deposit in the U.S. Mail, or (iii) the first business day after deposit with an overnight courier, upon receipt of proof of transmission. Any notice or communication not received because of a change of address, without notice to the other party thereof, or refusal to accept delivery, shall be deemed received, notwithstanding the same, as set forth above.
- §6. <u>NO IMPLIED CONSENT OR WAIVER</u>. No delay or omission by any of the Parties hereto, or their successors or assigns, to exercise any right or power occurring upon any non-compliance or failed performance by the other Parties under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any Party hereto, or its successors or assigns, of any of the covenants, obligations, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, obligation, condition or agreement herein contained.
- §7. <u>SEVERABILITY</u>. If any provision of this Agreement or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent and such invalid provision does not materially affect the rights of the Parties hereto, the remainder of this Agreement and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- §8. <u>ATTORNEYS' FEES</u>. The prevailing Party in any legal proceeding regarding this Agreement shall be entitled to recover from the other Party all reasonable attorneys' and experts' fees and costs incurred by such prevailing Party in connection with such proceeding and any efforts or negotiations leading thereto.
- §9. <u>AMENDMENT</u>. This Agreement and the exhibits attached hereto cannot be modified, amended, terminated, or released without the prior written consent of each of GUIDECO and LOVES or their respective successors and assigns.
- §10. <u>HEADINGS</u>. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and the plural shall include the singular. Titles of Sections and subsections of this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement.
- §11. <u>INTERPRETATION</u>. No term or provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision.
- §12. <u>GOVERNING LAW</u>. This Agreement and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the substantive laws, not the conflicts laws or choice of law rules, of Louisiana.
- §13. <u>COUNTERPARTS</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signature of the Parties hereto on this Agreement

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may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

THUS DONE AND PASSED by GUIDECO PROPERTIES, L.L.C., appearing herein through its duly-authorized representative, JAMES E. DAVISON, SR., in the City of Ruston, Parish of Lincoln, State of Louisiana, on this the 14th day of December, 2020.

NOTARY PUBLIC

WITNESSES:

Debbie Haddox

(PRINT NAME)

Tracey Legg (PRINT NAME) GVIDECO PROPERTIES, L.L.C.

By. JAMES E. DAVISON, SR. Its Duly Authorized Representative

THUS DONE AND PASSED by LOVE'S TRAVEL STOP & COUNTRY STORES, INC., appearing herein through its duly-authorized representative, **Doug Stuggi**, in the City of Oklahoma City, County of Oklahoma, State of Oklahoma, on this the 14th day of **Deem by**, 2020.

WITNESSES:

Starty Kelly

Stanley Kelley

Teri McAlister
(PRINT NAME)

LOVE'S TRAVEL STOP & COUNTRY STORES, INC.

By: Decor Stuss:
Its Duly Authorized Representative

Caula K. Berry NOTARY PUBLIC CARLA K. BERRY

SEAL

Notary Public
State of Oklahoma

Commission # 10008877 Expires 10/18/22

Exhibit A

Description of Underground Utility Easement

DESCRIPTION OF A 20' WIDE UNDERGROUND POWER & TELEPHONE EASEMENT ON THE PROPERTY OF GUIDECO PROPERTIES, LLC, LOCATED IN SECTION 6, TOWNSHIP 17 NORTH, RANGE 5 EAST, OUACHITA PARISH, LOUISIANA

Commencing at a 5/8" diameter iron rod marking the intersection of the northern boundary line of the Love's Travel Stopes and Country Stores Tract with the western right of way line of Russell Sage Road; thence proceed North 87 degrees 55 minutes 50 seconds West, grid bearing, departing said western right of way line and along said northern boundary line, a distance of 343.59 feet to a 5/8" diameter iron rod; thence turn right and proceed North 02 degrees 04 minutes 05 seconds East, along said northern boundary line, a distance of 110.00 feet to a 5/8" diameter iron rod; thence turn left and proceed North 87 degrees 55 minutes 55 seconds West, along said northern boundary line, a distance of 575.00 feet to a calculated non-monumented point marking the **POINT OF BEGINNING** of the 20' wide Power & Telephone Underground Easement to be described;

thence continue North 87 degrees 55 minutes 55 seconds West, along said northern boundary line, a distance of 20.00 feet to a calculated non-monumented point located 10.00 feet east of a 5/8" diameter iron rod marking the northwest corner of the Love's Travel Stops and Country Stores tract;

thence turn right and proceed North 02 degrees 04 minutes 03 seconds East, departing said northern boundary line, a distance of 384.56 feet to the southern apparent right of way line of Millhaven Road, said point being calculated and non-monumented;

thence turn right and proceed South 85 degrees 05 minutes 34 seconds East, along said southern apparent right of way line, a distance of 20.02 feet to a calculated non-monumented point;

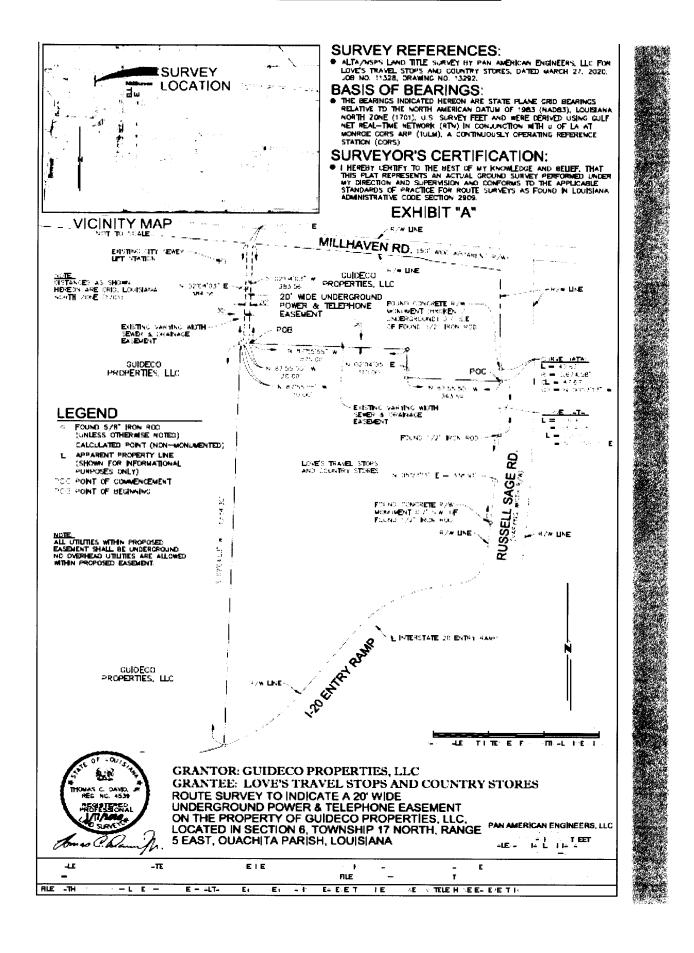
thence turn right and proceed South 02 degrees 04 minutes 03 seconds West, departing said southern apparent right of way line, a distance of 383.56 feet to the **POINT OF BEGINNING**;

The above described 20' wide Power & Telephone Underground Easement is more particularly indicated on Route Survey by Pan American Engineers, LLC, Job No. 11328, Drawing No. 13589.



Exhibit B

Depiction of Underground Utility Easement



Ouachita Parish Recording Page

DANA BENSON

Clerk of Court

PO Box 1862 Monroe, LA 71210-1862 (318) 327-1444

Received From:

ENTERGY LOUISIANA LLC P O BOX 35803 WEST MONROE, LA 71294 5.8

First VENDOR

GUIDECO PROPERTIES LLC

First VENDEE

ENTERGY LOUISIANA LLC

Index Type: CONVEYANCES

Type of Document: RIGHT OF WAY

Recording Pages:

3

File Number: 1827011

Book: 2658

Page: 518

Recorded Information

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

Clerk of Court

On (Recorded Date): 05/27/2021

At (Recorded Time): 1:31:30PM

Doc ID - 012861670003

Return To: ENTERGY LOUISIANA LLC

P O BOX 35803

WEST MONROE, LA 71294

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NON-CERTIFIED COPY

STATE OF LOUISIANA

PARISH OF QUACHITA

Line/project identification: U/G Three Phase Line Extension to Love's Truck Stop CEA C6PP249020 WR

<u>Underground</u> RIGHT-OF-WAY INSTRUMENT ENTERGY LOUISIANA, LLC

In consideration of One Dollar(s), cash, receipt of which is acknowledged, and the benefits which will accrue to the property by the availability of electric service, I (we) <u>Guideco Properties, L.L.C.</u>, a Louisiana Limited Liability Company, appearing herein through its duly-authorized representative, James E. Davison, SR., whose permanent address is <u>P. O. Box 607, Ruston, Louisiana 71273</u>, (referred to collectively, whether one

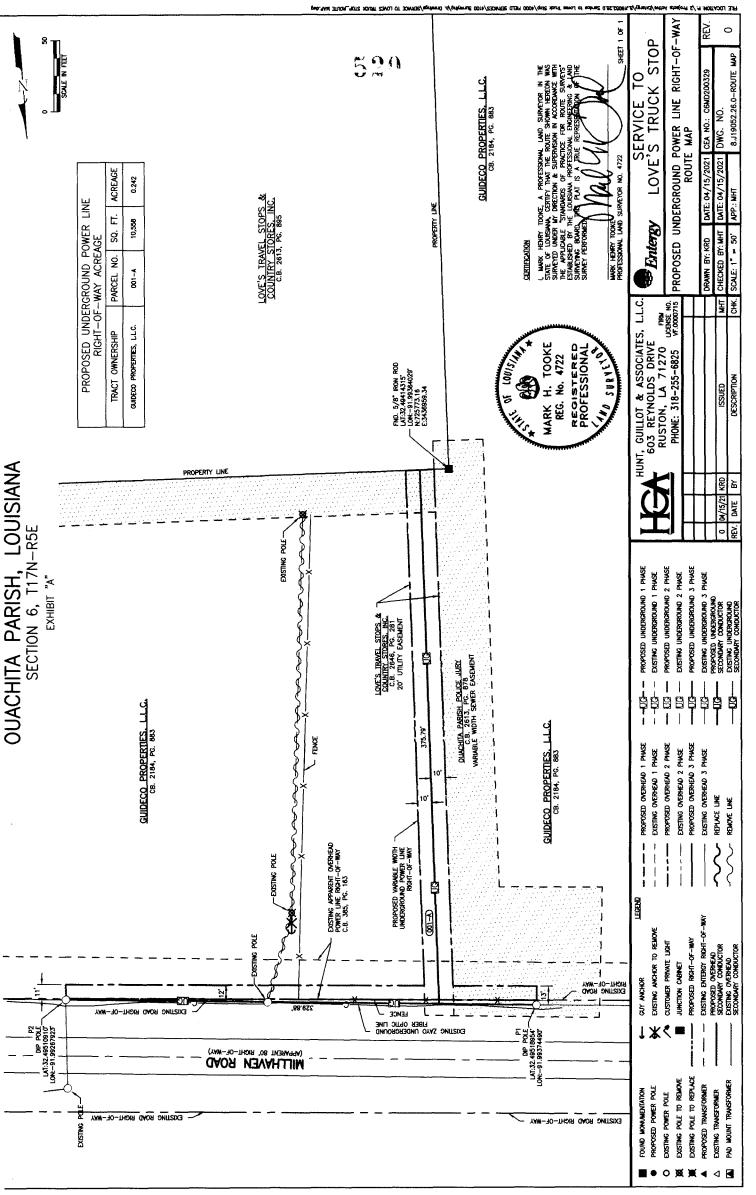
or more, as 'Grantor') hereby grant unto Entergy Louisiana, LLC its successors and/or assigns, the right and servitude to construct, operate, improve, maintain and remove underground electric distribution facilities consisting of conduits and cables with the necessary appurtenances for the distribution of electric current, (together with overhead poles, wires and other appurtenances if such is required in connection with the underground electric facilities) with the right of access to the facilities for maintenance, repair and operation thereof, together with Rights of Way, all as hereinafter set forth, upon, over, under and across the property which I (we) own, or in which I (we) have an interest in the Parish of Ouachita, State of Louisiana, and more particularly described as follows: A certain tract of land in Section 6, Township 17 North, Range 5 East The right of way herein granted is 10 feet in width, 5 feet each way from the centerline as constructed. The approximate location of said centerline and of the right of way herein granted is as shown on attached sketch hereto and made a part hereof. The right is hereby granted to cut down and remove or trim trees or shrubs that interfere with any of the facilities of Entergy Louisiana, LLC. No buildings or other structures (except fences) shall be placed on or across the servitude herein granted and such buildings or other structures constructed adjoining said servitude will maintain required distances from the wires and facilities of Entergy Louisiana, LLC all as provided for in the provisions of the National Electrical Safety Code. IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 10th day of GRANTOR: WITNESS Guideco Properties, L.L Debbie Haddox (Print Name) (Print Name) James E. Davison, SR. (Title) Duly Authorized Representative (Print Name) CORPORATE ACKNOWLEDGEMENT STATE OF LOUISIANA PARISH OF Lincoln On this On thi On this 10th day of the free act and deed of the Guideco Properties, L.L.C. My Commission Expires:

BarRoll# or Notary ID:

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

FORM 743-P2167 (UG) Rev. 8/18 (LLC)

1827011 Page 3 of 3



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