

Exhibit A. West Feliciana Industrial Park Site Partial Title Abstract



West Feliciana Industrial Park Site Partial Title Abstract

LIMITED TITLE RESEARCH REPORT

OWNER

E. I. Daniel, III
Ashley Phillips
Kevin Phillips
Ronnie Phillips
Rhonda Painter
Beryl Gene Daniel
Kathleen B. Daniel
Robert Daniel
Ruffin Daniel
Barry Daniel
Brenda Daniel Hosea

EXISTING RIGHT OF WAY, SERVITUDES, ETC

E. I. Daniel, et al	Right of Way Easement
TO	Book: 42
Dixie Electric Membership Corporation	Page: 76
	Date: 1/23/1940
	Filed: 1/26/1940
Margaret Ford Daniel, et al	Right of Way
TO	Book: 49
Texas Eastern Transmission Corporation	Page: 410
	Date: 4/22/1955
	Filed: 7/27/1955
Robert H. Daniel, Sr., et al	Right of Way
TO	Book: 49
Texas Eastern Transmission Corporation	Page: 465
	Date: 6/17/1955
	Filed: 8/29/1955
Robert H. Daniel, et al	Right of Way
TO	Book: 54
Transcontinental Gas Pipe Line Company	Page: 487
	Date: 3/22/1961
	Filed: 3/27/1961

Robert Harrison Daniel, et al
TO
Texas Eastern Transmission Corporation

Right of Way
Book: 57
Page: 157
Date: 6/26/1964
Filed: 7/18/1964

Edward I. Daniel II, et al
TO
Transcontinental Gas Pipe Line Corporation

Right of Way Agreement
Book: 90
Page: 708
Date: 10/5/1984
Filed: N/A

2017. Thus done and signed at West Feliciana Parish, Louisiana, on this 23 day of February,



Ryan C. Voorhies
CSRS, Inc.
6767 Perkins Road, Suite 200
Baton Rouge, LA 70808

LIMITED TITLE RESEARCH REPORT

OWNER

E. I. Daniel, III
Ashley Phillips
Kevin Phillips
Ronnie Phillips
Rhonda Painter
Beryl Gene Daniel
Kathleen B. Daniel
Robert Daniel
Ruffin Daniel
Barry Daniel
Brenda Daniel Hosea

ACQUISITION DEEDS

Succession of Margaret Rountree	Judgment of Possession
TO	Instrument: 116780
Ashley Phillips, Kevin Phillips, Rhonda Painter, And Ronnie Phillips	Date: 9/30/2016
	Recorded: 10/5/2016
Edward I. Daniel, II	Act of Donation
TO	Instrument: 106467
Beryl Gene Daniel and Edward I. Daniel, III	Date: 1/3/2011
	Recorded: 1/11/1012
Succession of Robert Harry Daniel, Jr.	Judgment of Possession
TO	Instrument: 103053
Kathleen Brown, Robert Edward Daniel, Ruffin Daniel, Brenda Hosea, and Barry Daniel	Date: 12/21/2010
	Recorded: 12/23/2010
Succession of Henrietta Brian Daniel	Judgment of Possession
TO	Instrument: 70627
Robert Harry Daniel, Jr.	Date: 6/17/1996
	Recorded: 6/17/1996

EXISTING RIGHT OF WAY, SERVITUDES, ETC

Edward I. Daniel, et al

TO

Gulf States Utilities Company

Servitude Agreement
Instrument: 18757
Date: 11/17/1978
Recorded: 11/30/1978

Edward I. Daniel, et al

TO

Gulf States Utilities Company

Servitude Agreement
Instrument: 18756
Date: 11/17/1978
Recorded: 11/30/1978

Edward I. Daniel, et al

TO

Gulf States Utilities Company

Servitude Agreement
Instrument: 18754
Date: 11/17/1978
Recorded: 11/30/1978

Edward I. Daniel, et al

TO

Gulf States Utilities Company

Servitude Agreement
Instrument: 9642
Date: 11/26/1969
Recorded: 12/3/1969

Thus done and signed at West Feliciana Parish, Louisiana, on this 9 day of May, 2017.



Ryan C. Voorhies
CSRS, Inc.
6767 Perkins Road, Suite 200
Baton Rouge, LA 70808

RIGHT OF WAY EASEMENT
BETWEEN
JOHN I. DANIEL,
AND
DIXIE ELECTRIC MEMBERSHIP CORPORATION.

RIGHT-OF-WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned (names and marital status) for a good and valuable consideration, the receipt whereof is hereby acknowledged, and full acquittance granted therefor, does hereby grant unto Dixie Electric Membership Corporation, a corporation whose postoffice address is Baton Rouge, Louisiana, and to its successors or assigns the right to enter upon the land of the undersigned situated in the Parish of West Feliciana, State of Louisiana, and more particularly described as follows:

A certain tract or parcel of land containing approximately 119 acres in the 2nd. Ward of the Parish of West Feliciana, 7/10 miles from the 61 Road, purchased by the undersigned from _____ and bounded on the North by Bickham, C.H., South by Hy. 323; East by Simmons; and West by E. I. Daniel. (The foregoing description to be used except in instances where the owner can give an exact description.)

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be use, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons: To include mortgages of all kinds, leases of all kinds, servitudes, and any other possible right of way heretofore granted to and upon said land.)

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 7 day of Sept. 1938.

Signed, sealed and delivered in the presence of: Jno. I. Daniel.
R. H. Daniel.
J. B. Garrett.

State of Louisiana
Parish of East Baton Rouge

Before me, the undersigned authority, personally came and appeared J. B. Garrett, who being duly sworn, declared that he signed the foregoing instrument as a witness thereon, and that the said instrument was executed by the parties thereto in the presence of affiant and was signed and executed by affiant and the other subscribing witness after a due reading of the same and with full knowledge of the contents and for the purposes therein set forth.

J. B. Garrett (Affiant.)

Sworn to and subscribed before me, this 23rd. day of January, 1940.
Fred S. LeBlanc, Notary Public.

Filed for Record January 26th. 1940,
Recorded February 24th. 1940.

Alonzo F. Goleau, Clerk and Recorder.

RIGHT OF WAY EASEMENT
BETWEEN
E. I. DANIEL AND SON, BY R. H. DANIEL,
AND
DIXIE ELECTRIC MEMBERSHIP CORPORATION.

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned (Names and marital status) for a good and valuable consideration, the receipt whereof is hereby acknowledged, and full acquittance granted therefor, does hereby grant unto Dixie Electric Membership Corporation, a corporation whose postoffice address is Baton Rouge, Louisiana, and to its successors or assigns, the right to enter upon the land of the undersigned situated in the Parish of West Feliciana, State of Louisiana, and more particularly described as follows:

A certain tract or parcel of land containing approximately 2000 acres in the 2 Ward of the Parish of West Feliciana, 3/10 miles from the 61 Road, purchased by the undersigned from _____ and bounded on the North by Matthews & Daniel, East by Bickham, South by Bickham, and West by Matthews, & Davis (The foregoing description to be used except in instances where the owner can give an exact description.)

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be use, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost

of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:
(to include mortgages of all kinds, leases of all kinds, servitudes, and any other possible right of way heretofore granted to and upon said land.)

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 3 day of Sept. 1938.
E. I. Daniel, & Son (L.S.)
by R. H. Daniel.

Signed, sealed and delivered in the presence of:
J. B. Garrett .
B. F. Babers.

State of Louisiana,
Parish of East Baton Rouge.

Before me, the undersigned authority, personally came and appeared J. B. Garrett, who, being duly sworn, declared that he signed the foregoing instrument as a witness thereon, and that the said instrument was executed by the parties thereto in the presence of affiant and was signed and executed by affiant and the other subscribing witness after a due reading of the same and with full knowledge of the contents and for the purposes therein set forth.

J. B. Garrett, (Affiant.)
Sworn to and subscribed before me, this 23rd. day of January, 1940.
Fred S. LeBlanc, Notary Public.

Filed for Record January 26th. 1940.
Recorded February 24th. 1940.

Alonzo F. Goleau Clerk and Recorder.

RIGHT OF WAY EASEMENT BETWEEN
M. O. DANIEL,
AND
DIXIE ELECTRIC MEMBERSHIP CORPORATION.

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (names and marital status) for a good and valuable consideration, the receipt whereof is hereby acknowledged, and full acquittance granted therefor, does hereby grant unto Dixie Electric Membership Corporation, a corporation whose post office address is Baton Rouge, Louisiana, and to its successors or assigns the right to enter upon the land of the undersigned situated in the Parish of West Feliciana, State of Louisiana, and more particularly described as follows:

A certain tract or parcel of land containing approximately _____ acres in the 2nd. Ward of the Parish of West Feliciana, on miles from the 61 Road, purchased by the undersigned from _____ and bounded on the North by Hy 61, South by Daniel & Mackie Farms Co., east by _____ and West by Dreher & Daniel. (The foregoing description to be used except in instances where the owner can give an exact description.)

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be use, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:
(to include mortgages of all kinds, leases of all kinds, servitudes, and any other possible right of way heretofore granted to and upon said land.)

It is further understood that, whenever necessary words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 8 day of Sept. 1938.
Signed, sealed and delivered in the presence of: M. O. Daniel, (L.S.)
R. H. Daniel.
J. B. Garrett.

State of Louisiana, Parish of East Baton Rouge.

Before me, the undersigned authority, personally came and appeared J. B. Garrett, who, being duly sworn, declared that he signed the foregoing instrument as a witness thereon, and that the said instrument was executed by the parties thereto in the presence of affiant and was signed and executed by affiant and the other subscribing witness after a due reading of the same and with full knowledge of the contents and for the purposes therein set forth.
J. B. Garrett, (Affiant.)

Sworn to and subscribed before me, this 23rd. day of January, 1940.
Fred S. LeBlanc, Notary Public.

Filed for Record January 26th. 1940.
Recorded February 24th. 1940.

Alonzo F. Goleau Clerk and Recorder.

STATE OF LOUISIANA,
PARISH OF WEST FELICIANA

KNOW ALL MEN BY THESE PRESENTS That, for and in consideration of Twenty-six Hundred and Two and 80/100 DOLLARS (\$2,602.80) cash in hand paid to the undersigned:

Mrs. Margaret Ford Daniel, married but once and then to Edward Irwin Daniel, now deceased whose permanent mailing address is Jackson, La., Route #2, and Robert H. Daniel married but once and then to May Young Daniel, now living and residing with him at Jackson, La., Route #2, whose permanent mailing address is Jackson, La., Route #2, the receipt of which GRANTORS hereby acknowledge, the said GRANTORS do hereby grant, bargain, sell, convey and warrant unto:

TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware corporation, having its principal office in the City of Shreveport, Caddo Parish, Louisiana, whose permanent mailing address is Texas Eastern Building, Shreveport, Louisiana (herein styled GRANTEE), its successors and assigns,

the rights-of-way and easements hereinafter described, to construct, lay, install, maintain, operate, alter, repair, remove, change the size of and replace pipe lines and appurtenances thereto (including, without limitation, Corrosion Control equipment, valves and headers, cross-overs, fittings, storage tanks, burning pits and scraper traps) for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through pipe lines, the GRANTEE to have the right (within the limits set forth in this instrument) to select, change or alter the route under, upon, over and through the lands affected by the rights-of-way easements herein granted. By the terms of this instrument GRANTEE has the right to construct, lay, install, maintain, operate, alter, repair, remove, change the size of and replace at any time or from time to time (within the limits set forth in this instrument) one or more additional lines of pipe and appurtenances thereto (including, without limitation, Corrosion Control equipment, valves and headers, cross-overs, fittings, storage tanks, burning pits and scraper traps), provided, however, that for each additional line laid after the first two lines are laid hereunder GRANTEE shall pay GRANTORS, their heirs or assigns, One Dollar (\$1.00) per lineal rod of additional pipe line laid under, upon, over or through the lands affected by the rights-of-way

and easements herein granted.

The rights-of-way and easements herein granted are described as follows:

- (1) A permanent right-of-way and easement for the above stated purposes, covering all of GRANTORS' land in Section Forty-eight (48), Township Four (4) South, Range Two (2) West, Greensburg District, West Feliciana Parish, Louisiana, which is embraced within the following boundaries:
 - (a) ON THE NORTH by a line which extends easterly from the Mean Low Water Line of the East side of the Mississippi River to the point of intersection with the East boundary of the tract herein described and which is 350 feet North of and parallel to a Base Line established and designated as "Range 259.7" by the U. S. Corps of Engineers, which said Base Line runs North 76 deg. 02 min. East and is intersected by the westerly right-of-way line of Louisiana State Highway No. 980 at a point which is North 6 deg. 10 min. West 746 feet, measured along said westerly right-of-way line of Louisiana State Highway No. 980, from the point of its intersection with the South line of Section Ten (10), Township Four (4) South, Range Eleven (11) East, South Eastern District, Pointe Coupee Parish, Louisiana;
 - (b) ON THE SOUTH by a line which extends easterly from the Mean Low Water Line of the East side of the Mississippi River to the point of intersection with the East boundary line of the tract herein described and which is 350 feet South of and parallel to the aforesaid Base Line;
 - (c) ON THE WEST by the Mean Low Water Line of the East side of the Mississippi River between the North and South boundaries of the tract herein described; and,
 - (d) ON THE EAST by a line between the North and South boundaries of the tract herein described and which is perpendicular to and extends northerly and southerly from the aforesaid Base Line at a point which is 1,300 feet, measured in an easterly direction along said Base Line, from the point where said Base Line intersects the Mean Low Water Line of the East side of the Mississippi River.
- (2) A permanent right-of-way and easement for the above stated purposes, seventy-five feet (75') in width and extending between lines which are each parallel to and 37.5 feet from each side of a line which is 12.5 feet South of and parallel to the aforesaid Base Line and extends from the East boundary line of the tract hereinabove described in subparagraph (1) of this instrument in an easterly direction for a distance of 155 feet, thence runs North 65 deg. 46 min. East a distance of 1,027 feet, more or less, to the boundary line between the property of GRANTORS in Section Forty-eight (48), Township Four (4) South, Range Two (2) West, Greensburg District, West Feliciana Parish, Louisiana, and the property of the Estate of Mrs. A. J. Lorio.

(3) A temporary right-of-way and easement for the above stated purposes and for the period from this date until the first two pipe lines and appurtenances laid and constructed pursuant to the rights herein granted shall have been completed, covering all of GRANTORS' land in Section Forty-eight (48), Township Four (4) South, Range Two (2) West, Greensburg District, West Feliciana Parish, Louisiana, which is embraced within the following boundaries:

- (a) ON THE NORTH by the boundary line between the property of GRANTORS in Section Forty-eight (48), Township Four (4) South, Range Two (2), West, Greensburg District, West Feliciana Parish, Louisiana, and the property of the Estate of Mrs. A. J. Lorio;
- (b) ON THE SOUTH by the North boundary line of the tract hereinabove described in subparagraph (1) of this instrument;
- (c) ON THE EAST by a line which is an extension in a northerly direction of the East boundary line of the tract hereinabove described in subparagraph (1) of this instrument;
- (d) ON THE WEST by the Mean Low Water Line of the East side of the Mississippi River.

TO HAVE AND TO HOLD the rights herein granted unto GRANTEE, its successors and assigns, with ingress to and egress from the premises for the purposes herein granted, forever.

GRANTORS are to fully use and enjoy the said premises, except for the purposes granted to GRANTEE and provided GRANTORS shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipe line or appurtenances constructed hereunder and will not change the grade over such pipe line.

GRANTEE hereby agrees that except where the installation, operation and maintenance of appurtenances make it impracticable to do so, it will bury all pipes to a sufficient depth so as not to interfere with cultivation of soil. GRANTEE also agrees to pay any damages which may arise to growing crops, timber, or fences from the construction, maintenance and operation of said lines.

No amount shall be payable (paid) by GRANTEE to GRANTORS for the damages that may arise to the property of the GRANTORS herein, over and through said property for which this easement is granted, out of the initial construction of said pipeline by GRANTEE, its agents, contractors, all such damages having been anticipated and included in the consideration herein paid by GRANTEE.

All payments hereunder may be made direct to GRANTORS or to

_____ who is hereby appointed agent and authorized to receive and receipt for the same, or, at the option of GRANTEE, such payments may be made by depositing the same in _____ Bank, at _____, to the credit of GRANTORS or said agent.

GRANTORS represent that the above described land is rented to

_____ NO TENANT _____ until _____, 1955.

It is hereby understood that the party securing this grant in behalf of GRANTEE is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 22 day of April, 1955.

WITNESSES:

Walter Lake Fowler
Walter Lake Fowler
R. S. Martinez
R. S. Martinez

Mrs. Margaret Ford Daniel
Mrs. Margaret Ford Daniel
Robert H. Daniel
Robert H. Daniel



STATE OF LOUISIANA,

PARISH OF WEST FELICIANA

BEFORE ME, the undersigned authority, on this day appeared

WALTER LAKE FOWLER,
(Insert Name of Subscribing Witness)

who, being duly sworn, deposed and said:

That he was one of the subscribing witnesses to the above and foregoing instrument; that said instrument was executed by GRANTORS therein, Mrs. Margaret Ford Daniel and Robert H. Daniel, in his presence and in the presence of the other subscribing witness on the date thereof.

Walter Lake Fowler
(Signature of Subscribing Witness)
Walter Lake Fowler

SWORN TO AND SUBSCRIBED before me, Notary, on this the 22
day of April, 1955.

Leon A. Picou
Notary Public in and for
Leon A. Picou.
West Feliciana Parish, Louisiana

js

No 325-F

Mrs Margaret F. Merrill
et al

vs
James Franklin Hammond

Filed for Record

July 27, 1955

Shirley B. Whitson

vs
Record

By _____

Recorded in National Record

"49" Page 410, August 1, 1955

Shirley B. Whitson

vs
Record

R/W NO.	4
MAP NO.	
W. O. NO.	4039
CHK.	265 44
RODS	389

STATE OF LOUISIANA,

Parish of WEST FELICIANA

ss.

KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of Three Hundred Eighty-nine and No/100 - - - - -
 (\$ 389.00) Dollars to the undersigned (herein styled Grantor, whether one or more), in hand paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant, Bargain, Sell, Convey and Warrant unto Texas Eastern Transmission Corporation, a Delaware Corporation, (herein styled Grantee), its successors and assigns, a right of way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace pipe lines and appurtenances thereto (including without limitation Corrosion Control equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipe lines, the Grantee to have the right to select, change, or alter the route under, upon, over and through lands which the undersigned owns or in which the undersigned has an interest, situated in the Parish of WEST FELICIANA, State of Louisiana, described as follows:

1358.29 acres, more or less, and bounded on the north by lands of Mrs. Martha R. Lopeze and Mrs. Isnell Riddle Savant, and by lands of Haffner & Homeier, on the east by Thompson's Creek, on the south by Thompsons Creek and by the Fancy Point Plantation, and on the west by lands of the heirs of E. I. Daniels, lands of the heirs of Mrs. A. G. Lorio, and by lands of the heirs of John Ford, Jr.; said land being the whole of Sections 46 and 47 and portions of Sections 43 and 48, all in T4S, R2W, St. Helena Meridian

The grantor hereby limits this contract to the construction of one (1) pipe line only and the attached damage release for a limited width of 50) fifty feet of Right-of-Way with the provision that excess of above width will be paid for separately after construction.

By the terms of this agreement, Grantee has the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at anytime, or from time to time, one or more additional lines of pipe and appurtenances thereto (including without limitation Corrosion Control equipment). Provided, however, that for each additional line laid after the first line is laid hereunder, Grantee shall pay Grantor, his heirs or assigns, one dollar per lineal rod of additional pipe line laid under, upon, over or through said hereinabove described property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with ingress to and egress from the premises, for the purposes herein granted.

The said Grantor is to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line.

Grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and agrees to pay such damages which may arise to growing crops, timber, or fences from the construction, maintenance and operation of said lines.

All payments hereunder may be made direct to the Grantor or to Mount Vernon Plantation,
Robert H. Daniel, Sr. Agent, who is hereby appointed agent and authorized to receive and receipt for the same, or, at the option of the Grantee, such payments may be made by depositing the same in _____ Bank, at _____, to the credit of Grantor or said agent.

The Grantor represents that the above described land is rented to No Tenant
 _____ until _____ 19 _____.

It is hereby understood that the party securing this graht in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 17 day of June, 19 55.

WITNESSES: (Full Name To Be Signed)

①② Katie Young Forrest
 Type or Print/Full Name of Witness:

Katie Young Forrest

③④⑤⑥ Zack Taylor Miller, Jr.
 Zack Taylor Miller, jr.

⑦⑧ Walter Lake Fowler
 Walter Lake Fowler

⑨⑩

GRANTORS: (Full Name To Be Signed)

① Robert H. Daniel, Sr.
 Type or Print Full Name of Grantor:

Insert Permanent Address of Grantor:

Robert H. Daniel, Sr. Agent,
 Mt. Vernon Plantation, St. Francisville, La

② May Young Daniel
 May Young Daniel

③ Robert Harry Daniel, Jr.
 Robert Harry Daniel, Jr.

④ Henrietta Young Brian Daniel
 Henrietta Young Brian Daniel



203
1955

391 F1

RIGHT OF WAY GRANT

FROM

Robert H. Daniel, et al
TO

TEXAS EASTERN TRANSMISSION CORPORATION

P. O. Box 1612
Shreveport, Louisiana

Filed for Record July 29, 1955
Shirley B. Walker, Clerk & Recorder
STATE OF LOUISIANA,
Parish of West Feliciana

I hereby certify that this instrument was duly recorded on the 28th day of September, 1955 of Vol. 49 at page 445 of the Records of said Parish.
Shirley B. Walker
Clerk of Court and Ex-Officio Recorder of Conveyances
for _____ Parish, Louisiana.
By _____ Deputy.

Type or Print Full Name of Witness:

Type or Print Full Name of Tenant:
Insert Permanent Address of Tenant:

Witness: (Sign Full Name)

Tenant: (Sign Full Name)

This _____ day of _____, 19____

The undersigned tenant of the grantor hereby joins in and consents to the within grant on the agreement that the damages resulting to the growing crops of the undersigned be paid promptly.

Type or Print Full Name of Notary Public:
Notary Public.

Sworn to and subscribed before me this _____ day of _____, A. D. 19____

say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

On this _____ day of _____, 19____, before me appeared _____ (Type or Print)

PARISH OF _____ STATE OF LOUISIANA,



_____ Parish, Louisiana
Notary Public in and for
Lewis S. Johnson, Notary Public:

Sworn to and subscribed before me this _____ day of _____, A. D. 1955

_____ (Type or Print Full Name of Subscribing Witness)
Zack Taylor Miller, Jr.

and in the presence of the other subscribing witness on the date thereof.
Robert H. Daniel, Sr.; May Young Daniel; Robert Harry Daniel, Jr.
Henrietta Young Brian Daniel; Edward I. Daniel; _____
in his presence

Before me, the undersigned authority, on this day appeared _____ (Insert Full Name of Subscribing Witness)
Zack Taylor Miller, Jr.

LINE NO. 2-300
R/W NO. 644

BE IT KNOWN AND REMEMBERED:

That this agreement is made and entered into as of the 24th day of January, 1961, by and between ROBERT H. DANIEL, ROBERT H. DANIEL, JR., and EDWARD I. DANIEL, residents of the Parish of West Feliciana, State of Louisiana, (hereinafter called "Grantors") and TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, its successors and assigns, (hereinafter called "Transcontinental"),

WITNESSETH:

WHEREAS, Transcontinental is the owner of a servitude and right-of-way covering and affecting the following described property, situated in the Parish of West Feliciana, State of Louisiana, to-wit:

A certain piece or parcel or tract of land, situated in the Second Ward of the Parish of West Feliciana, State of Louisiana, known as the Mount Vernon Plantation, and bounded on the North by the Forest Plantation, and lands of Mrs. Martha Riddle Lapeze, or assigns, on the East by Thompsons Creek, on the South by the Fancy Point Plantation, and on the West by lands of the heirs of J. F. Ard, or assigns, lands of the heirs of E. I. Daniel, or assigns, lands of R. H. Daniel, or assigns, and lands of the heirs of Mrs. A. G. Lorie, or assigns; said land comprising all of Sections Forty-six (46) and Forty-seven (47), of all that part of Section Forty-eight (48) lying East of the High ridge which is the West boundary of Section Forty-six (46), and is the east boundary of Section Sixty-eight (68) and which extends south through Section Forty-eight (48), and all of that part of Section Forty-Three (43) lying south and west of a line beginning at the south-east corner of Section Forty-three (43), thence North Eight degrees and Thirty minutes East a distance of 16.00 chains to the intersection of the St. Francisville Road with the East line of Section Forty-three (43), thence North Eighty Two degrees West 59.00 chains, thence North Seven degrees and Forty Five Minutes East 10.00 chains to the South East corner of Section Forty Four (44), all in Township Four South (4-S), Range Two West (2-W), St. Helena Meridian, containing in all 1368 acres,

as evidenced by the following act, to-wit:

*Indexed
3334*

Right-of-way agreement dated February 24, 1948
from Robert H. Daniel and Lloyd J. Cobb, in favor of
Transcontinental Gas Pipe Line Corporation, recorded
in Notarial Record 46, page 257, records of West
Feliciana Parish, Louisiana,

and

WHEREAS, the aforesaid servitude does not set forth the
limits thereof, and particularly, its width, and

WHEREAS, Grantors desire that that part of their property
burdened with the said servitude be described with certainty and
definiteness, and

WHEREAS, a controversy exists between the parties hereto
as to the right of Transcontinental to lay additional pipe lines
under the authority of the said servitude and on the property affected
thereby, and

WHEREAS, the parties hereto have reached an agreement in
compromise of the matters hereinabove set forth.

NOW, THEREFORE, it is agreed by and between the parties
hereto that the hereinabove described servitude shall be and it is
hereby modified and amended as follows, to-wit:

1.

This servitude shall hereinafter cover and affect a
strip of land 110 feet in width, lying 10 feet northerly
and 100 feet southerly of the center of Transcontinental's
30-inch pipe line as laid; said 30-inch pipe line being the
northerly most pipe line situated on the property covered
by said servitude.

2.

The right of Transcontinental to lay, operate and maintain additional pipe lines is specifically recognized, but it is agreed that any pipe line constructed under the authority of said servitude shall be located within the boundaries thereof as hereinabove described and set forth.

3.

For the purpose of constructing additional pipe lines, Transcontinental shall have the right to use a strip of land 40 feet in width, which has for its northerly boundary the southerly boundary of the said 110-foot strip. Whenever Transcontinental uses said 40-foot strip of land, or any part thereof, at any time after the completion of construction of a third pipe line, it shall pay to Grantors for the use of said strip of land the sum of Five Hundred Dollars (\$500.00) for each time the same is used.

4.

In addition to the \$500.00 which it may be obligated to pay Grantors for the temporary use of the 40-foot strip of land south of the permanent servitude above described, Transcontinental shall pay for any damage to fences, improvements, growing crops and timber which may arise from its use of said 40-foot strip of land.

Transcontinental has paid Grantors the sum of Four Thousand One Hundred Forty-eight Dollars (\$4,148.00) in consideration herefor and in payment of the following:

- (a) All damages and claims for damages resulting from and which may hereafter result from the use by Transcontinental of the 150-foot strip of land hereinabove described in

connection with the construction of a third pipe line on the property hereinabove described.

- (b) All sums payable to Grantors under the servitude for the construction of additional pipe lines; it being agreed and understood that Transcontinental shall not be obligated to pay Grantors the sum of \$1.00 per lineal rod for the construction of any additional pipe lines under the servitude as hereby amended.
- (c) All damages, except those to fences and growing crops (excluding timber), which may arise from laying, constructing, altering, repairing, removing, changing the size of, and replacing pipe lines insofar as such damages may be occasioned on the 110-foot strip of land, and insofar as such damages may be occasioned on the 40-foot strip of land from the construction of a third pipe line.
- (d) All so called "severence damages" which may have resulted or which may hereafter result from construction of pipe lines under the servitude.

Except as hereby modified and amended this servitude is and shall remain in full force and affect as to all its terms, provisions and conditions.

IN WITNESS WHEREOF, this instrument is passed in triplicate by Robert H. Daniel, Robert H. Daniel, Jr., and Edward I. Daniel, before me, Stephen P. Davis, a duly qualified Notary Public for the Parish of West Feliciana, State of Louisiana, at my office therein, in the presence of the undersigned competent witnesses,

on this 24 day of January, 1960.

WITNESSES:

Alma S. Reed

Robert H. Daniel
ROBERT H. DANIEL

Anne H. Bennett

Robert H. Daniel, Jr.
ROBERT H. DANIEL, JR.

Edward I. Daniel
EDWARD I. DANIEL

Stephen P. Davis

NOTARY PUBLIC.

IN WITNESS WHEREOF, this instrument is passed in triplicate on behalf of Transcontinental Gas Pipe Line Corporation by

DAN WILLIAMSON, a Vice President, duly authorized, before me, Mary Jane Russell, a duly qualified Notary Public for the County of Harris, State of Texas, in the presence of the undersigned competent witnesses, on this 22nd day of March, 19 61.

WITNESSES:

Geo W Dawdy

Patricia L. Thomas

TRANSCONTINENTAL GAS PIPE LINE CORPORATION

BY: Dan Williamson
Vice President

DWD
S.C.R.



Mary Jane Russell
NOTARY PUBLIC.

MARY JANE RUSSELL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1961.....

#3334 Filed for record March 27, 1961.

FT Betty Seal, Dg. Clerk & Recorder
Recorded in Notarial Records 54, Page 483,
March 30, 1961. Betty Seal, Dg. Clerk & Recorder.

Form 601 R/W
Revised 1964

R/W No. 4
W. O. No. 7449
Chk. 894 91
Rods 329

STATE OF LOUISIANA

Parish of WEST FELICIANA

ss.

KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of One Hundred and other valuable consideration 100.00 ^{&OVC} Dollars to the undersigned (herein styled Grantors, whether one or more), in hand paid, the receipt of which is hereby acknowledged, the said Grantors do hereby grant, bargain, sell, convey and warrant unto Texas Eastern Transmission Corporation, a Delaware Corporation (herein styled Grantee), its successors and assigns, a right of way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace a pipe line ~~or appurtenances~~ and appurtenances thereto, including but not limited to fittings, tie-overs, valves, corrosion control equipment and other apparatus above or below ground, for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipe lines, the Grantee to have the right to select, change, or alter the route before construction under, upon, over and through lands which the undersigned owns or in which the undersigned has an interest, situated in the Parish of West Feliciana, State of Louisiana, described as follows:

1358.29 acres, more or less, and bounded on the north by lands of Mrs. Martha R. Lopeze and Mrs. Isnell Riddle Savant, and by lands of Haffner & Homeier, on the east by Thompson's Creek, on the south by Thompson's Creek and by the Fancy Point Plantation, and on the West by lands of the heirs of E. I. Daniels, lands of the heirs of Mrs. A. G. Lorio, and by lands of the heirs of John Ford, Jr.; said land being the whole of Sections 46 and 47 and portions of Sections 43 and 48, all in T4S, R2W, St. Helena Meridian; LESS AND EXCEPT two tracts conveyed to Crown Zellerbach Corporation by deeds recorded in Volume 51, Page 84 and 304, Deed Records of said County.

* See attached rider for particular description and limitations.

By the terms of this agreement, Grantors has the right to lay, operate, maintain, alter, repair, remove, change the size of, and replace a pipe line or appurtenances thereto, including but not limited to fittings, tie-overs, valves, corrosion control equipment and other apparatus above or below ground, for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipe lines, the Grantee to have the right to select, change, or alter the route before construction under, upon, over and through lands which the undersigned owns or in which the undersigned has an interest, situated in the Parish of West Feliciana, State of Louisiana, described as follows:

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with ingress to and egress from the premises, for the purposes herein granted. The rights herein granted may be assigned in whole or in part, **said egress and ingress to be limited to the right of way particularly shown on the attached plat and described herein.**

The said Grantors are to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantors shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction, maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line, and will not plant trees on said right of way.

(with the exception of markers or vents which may be located only at road crossings or in boundary fences

Grantee hereby agrees to bury any pipe line (~~exclusive of appurtenances customarily located above ground~~) to a depth of not less than twenty-four (24") inches below the surface of the soil, and agrees to pay such damages which may arise to growing crops, timber, or fences from the construction of said lines and appurtenances and to pay such damages which may arise to growing annual crops or fences from the maintenance, alteration, repair, removal, change of the size, or replacement thereof.

Any payment due hereunder may be delivered to Grantors ~~at any one of them, or to~~ Robert Harrison Daniel, Edward I. Daniel, St. Francisville, Louisiana

The Grantors represent that the above described land is rented to _____ until _____, 1964

This contract contains all of the promises, terms and provisions of the agreements made by the parties hereto, and it is hereby understood that the party securing this grant in behalf of grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 26th day of June, 1964

WITNESSES: (Full Name To Be Signed)
Robert Harrison Daniel
Type or Print Full Name of Witness:
Edward I. Daniel
Robert Harrison Daniel
Edward I. Daniel

GRANTORS: (Full Name To Be Signed)
Robert Harrison Daniel
Type or Print Full Name of Grantor:
Insert Permanent Address of Grantor:
Route 2, Jackson, Louisiana
Edward I. Daniel
St. Francisville, Louisiana.

Book: _____ Page: 137 File Number: 3386 Seq: 1
Robert Harrison Daniel, Jr.
Route 5, Box 925

RIGHT OF WAY GRANT

FROM

TO

TEXAS EASTERN TRANSMISSION CORPORATION

P. O. BOX 2521
Houston, Texas

STATE OF LOUISIANA

Parish of _____

I hereby certify that this instrument was duly

recorded on the _____ day of _____

19____ of Vol. _____ at page _____

of the _____ Records

of said Parish.

Clerk of Court and Ex-Officio Recorder
of Conveyances

for _____ Parish, Louisiana.

By _____ Deputy.

Type or Print Full Name of Witness:

Type or Print Full Name of Tenant:
Insert Permanent Address of Tenant:

Witness: (Sign Full Name)

Tenant: (Sign Full Name)

This _____ day of _____ 19____
The undersigned tenant of the grantor hereby joins in and consents to the within grant on the agreement that the damages resulting to the growing crops of the undersigned be paid promptly.

Notary Public.

Type or Print Full Name of Notary Public

Sworn to and subscribed before me this _____ day of _____ A. D. 19____

acknowledged said instrument to be the free act and deed of said corporation, and said

say that he is the _____ of _____ and that the seal affixed to said instru-

to me personally, known, who, being, by me duly sworn, did

On this _____ day of _____ 19____, before me appeared _____ (Type or Print

PARISH OF _____

STATE OF LOUISIANA.

Clerk & Ex-Officio Notary Public in and for
Iberville Parish, Louisiana

Type or Print Full Name of Notary Public
Theresa J. Delacroix

Sworn to and subscribed before me this 10th day of JULY A. D. 19 07

(Full Signature of Subscribing Witness)
Type or Print Full Name of Subscribing Witness

and in the presence of the other subscribing witness on the date thereof.

(Insert Full Name of Grantor or Grantors)
executed by the Grantor therein
Harry Daniel, Jr. & Margaret Daniel Roundtree

That he was one of the subscribing witnesses to the above and foregoing instrument, that said instrument was

who being duly sworn, deposed and said:

Before me, the undersigned authority, on this day appeared _____ (Insert Full Name of Subscribing Witness)

PARISH OF _____

STATE OF LOUISIANA.

This servitude is limited to one line only and is more particularly shown on a plat of survey by Jere W. Higgs, Jr. (La. Reg. No. 1362) dated February 13, 1964, a copy of which is annexed hereto and is described as follows:

A permanent right of way across land owned by Robert Harrison Daniel, et al in Sections 43, 46, 47 and 48, Township 4 South, Range 2 West, West Feliciana Parish, Louisiana; said permanent right of way being more fully described as Parcel No. 1 and Parcel No. 2 as follows:

PARCEL NO. 1

Beginning at a 1-1/4" iron pipe at an angle point in the fence line marking the boundary of Robert Harrison Daniel, et al on the North and Crown Zellerbach Corporation on the South; said 1-1/4" iron pipe being located 1000.6 feet easterly along said boundary fence from a 2" iron pipe set in concrete at the toe of the bluff marking the southwesterly corner of the Robert Harrison Daniel et al property; thence along the boundary fence Line N 81° 30' E, 129.8 feet to a point on the Southerly right of way limit of the herein described permanent right of way; thence N 40° 54' W, 50.0 feet to a point on the northerly right of way limit of the herein described permanent right of way; thence along the said northerly right of way limit, S 49° 06' W, 4.80 feet to an angle point in said limit line; thence along said limit line S 63° 03' W, 126.10 feet to a point in the aforesaid boundary fence line; thence along said boundary fence N 77° 00' E, 22.90 feet to the place of beginning, containing 0.069 acres of land, more or less.

PARCEL NO. 2

A strip of land 50 feet in width; the centerline of said 50' wide strip being described as being 25 feet southerly of and parallel with an existing 30" pipeline owned by Grantee; said center line beginning N 40° 54' W, 25 feet from the easterly corner of Parcel No. 1 described above, thence N 49° 06' E, 3164.0 feet; thence N 38° 50' E, 2158.9 feet; thence N 29° 06' E, 15.5 feet to a point in a boundary fence common to Mrs. Martha R. Lapeze on the North and Robert Harrison Daniel, et al on the South; said point being located 1680 feet Westerly along said Fence from a Northeasterly corner of said lands. Parcel No. 2 contains an area of 6.13 acres of land, more or less.

TEMPORARY RIGHT OF WAY

A 25' wide strip of temporary right of way located adjacent to the southerly side of the above described permanent right of way in parcel No. 2; said 25' wide strip containing 3.07 acres of land, more or less.

Also a 10' wide strip of temporary right of way located adjacent to and on the northerly side of the boundary fence described in parcel No. 1; said 10' wide strip being located between the 2" iron pipe on the West and the 1-1/4" iron pipe on the East, a distance of 1000.6 feet, and containing 0.23 acres of land, more or less.

Grantee agrees that during construction, Grantors', its tenants' and animals 'egress and ingress will be maintained to the North west portion of Mt. Vernon Plantation over the plantation road which crosses the pipe line at approximate Station 3+50.

R. H. Daniel
Robert Harrison Daniel
Edward Daniel
Margaret Daniel Rountree

F1

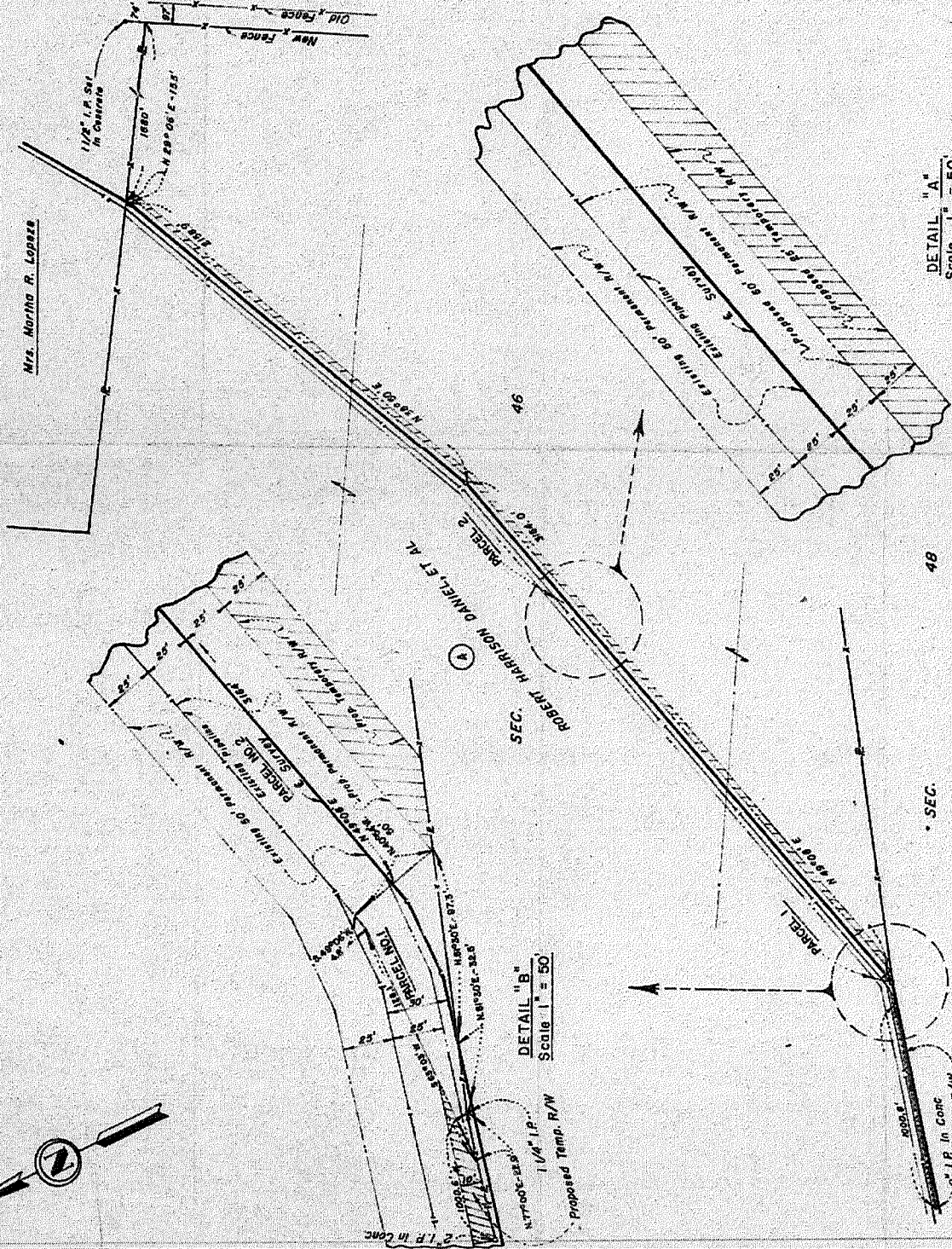
#5386

Filed for Record July 18, 1964
Ruth Daniel, by Clerk + Recorder
Recorded in Notarial Book 57, page 157, July 31, 1964
Ruth Daniel, by Clerk + Recorder

WEST FELICIANA PARISH, LOUISIANA
SEC. 46, 47, 48 & 43 T 4 S R 2 W

SEC. 43

Mrs. Martha R. Lopez



Crown Zellerbach Corp.

PLAN
Scale 1" = 50'

DETAIL "A"
Scale 1" = 50'

R. H. Benjil
Margaret D. Benjil
Civil Engineer

La. Reg. No. 1362

This Plat is based on measurements and research made under my supervision

RIGHT-OF-WAY DESCRIPTIONS

A PERMANENT RIGHT OF WAY ACROSS LAND OWNED BY ROBERT HARRISON DANIEL, ET AL IN SECTIONS 43, 46, 47 AND 48, TOWNSHIP 4 SOUTH, RANGE 2 WEST, WEST FELICIANA PARISH, LOUISIANA; SAID PERMANENT RIGHT OF WAY BEING MORE FULLY DESCRIBED AS PARCEL NO. 1 AND PARCEL NO. 2 AS FOLLOWS:

PARCEL NO. 1
BEGINNING AT A 14" IRON PIPE AT AN ANGLE POINT IN THE FENCE LINE MARKING THE BOUNDARY OF ROBERT HARRISON DANIEL, ET AL ON THE NORTH AND CROWN ZELLERBACH CORPORATION ON THE SOUTH; SAID 14" IRON PIPE BEING LOCATED 1000.6 FEET EASTERLY ALONG SAID BOUNDARY FENCE FROM A 2" IRON PIPE SET IN CONCRETE AT THE CORNER OF THE BLUFF MARKING THE SOUTHWESTERN CORNER OF THE ROBERT HARRISON DANIEL, ET AL PROPERTY; THENCE ALONG THE BOUNDARY FENCE LINE N 31° 30' E, 129.8 FEET TO A POINT ON THE SOUTHWESTERN RIGHT OF WAY LINE OF THE TRACT DESCRIBED PERMANENT RIGHT OF WAY; THENCE N 40° 54' W, 50.0 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE TRACT DESCRIBED PERMANENT RIGHT OF WAY; THENCE ALONG THE SAID NORTHERLY RIGHT OF WAY LINE, S 49° 06' W, 4.10 FEET TO AN ANGLE POINT IN SAID LINE; THENCE ALONG SAID LINE, S 65° 03' W, 126.10 FEET TO A POINT IN THE AFORESAID BOUNDARY FENCE LINE; THENCE ALONG SAID BOUNDARY FENCE, S 77° 00' E, 22.90 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.039 ACRES OF LAND, MORE OR LESS.

PARCEL NO. 2
A STRIP OF LAND 50 FEET IN WIDTH, THE CENTERLINE OF SAID 50' WIDE STRIP BEING DESCRIBED AS BEING 25 FEET SOUTHERLY OF AID PARALLEL WITH AN EXISTING 30" PIPELINE OWNED BY CHATFIELD; SAID CENTER LINE BEGINNING N 40° 54' W, 25 FEET FROM THE EASTERLY CORNER OF PARCEL NO. 1 DESCRIBED ABOVE; THENCE N 49° 06' E, 314.0 FEET; THENCE N 38° 50' E, 2158.9 FEET; THENCE N 29° 06' E, 15.5 FEET TO A POINT IN A BOUNDARY FENCE COMMON TO MRS. MANTUA R. LAYTON OF THE NORTH AND ROBERT HARRISON DANIEL, ET AL ON THE SOUTH; SAID POINT BEING LOCATED 1680 FEET WESTERLY ALONG SAID FENCE FROM A NORTHWESTERN CORNER OF SAID LANDS. PARCEL NO. 2 CONTAINS AN AREA OF 6.13 ACRES OF LAND, MORE OR LESS.

TEMPORARY RIGHT OF WAY
A 25' WIDE STRIP OF TEMPORARY RIGHT OF WAY LOCATED ADJACENT TO THE SOUTHERLY SIDE OF THE ABOVE DESCRIBED PERMANENT RIGHT OF WAY IN PARCEL NO. 2; SAID 25' WIDE STRIP CONTAINING 3.07 ACRES OF LAND, MORE OR LESS.
ALSO A 10' WIDE STRIP OF TEMPORARY RIGHT OF WAY LOCATED ADJACENT TO AND ON THE NORTHERLY SIDE OF THE BOUNDARY FENCE DESCRIBED IN PARCEL NO. 1; SAID 10' WIDE STRIP BEING LOCATED BETWEEN THE 2" IRON PIPE OF THE WEST AND THE 14" IRON PIPE ON THE EAST, A DISTANCE OF 1000.6 FEET, AND CONTAINING 0.23 ACRES OF LAND, MORE OR LESS.

PLAT OF SURVEY
FOR

TEXAS EASTERN TRANSMISSION CORPORATION
30" ST. FRANCISVILLE LOOP LINE
SHOWING LOCATION OF

PROPOSED PIPELINE EASEMENT
CROSSING PROPERTY

OF
ROBERT HARRISON DANIEL, ET AL
TRACT 4

WEST FELICIANA PARISH, LOUISIANA
SEC. 46, 47, 48 & 43 T 4 S R 2 W

FEB. 13, 1964
Book: 57 Page: 157 File Number: 10-8613832

5380

FEB 13 1964
SEC. 46, 47, 48 & 49
WEST FELICIANA PARISH
TRACT
ROBERT HARRISON DANIEL
OF
CROSSING PRO
PROPOSED PIPE

30" ST. FRANCISVILLE
SHOWING LOCATI
TEXAS EASTERN TRANSMISS
FOR
PLAT OF SUR

TEMPORARY RIGHT OF WAY
A 25' WIDE STRIP OF TEMPORARY RIGHT OF WAY
SOUTHERLY SIDE OF THE ABOVE DESCRIBED PERMANENT R/W
NO. 2; SAID 25' WIDE STRIP CONTAINING 3.07 ACRES
ALSO A 10' WIDE STRIP OF TEMPORARY RIGHT OF
TO AND ON THE NORTHERLY SIDE OF THE BOUNDARY LINE
NO. 1; SAID 10' WIDE STRIP BEING LOCATED BETWEEN
WEST AND THE 1 1/2" IRON PIPE ON THE EAST, A DISTANCE
CONTAINING 0.23 ACRES OF LAND, MORE OR LESS.

PARCEL NO. 2
A STRIP OF LAND 50 FEET IN WIDTH; THE CENTER
STRIP BEING DESCRIBED AS BEING 25 FEET SOUTHERLY
AN EXISTING 30" PIPELINE OWNED BY GRANTEE; SAID
N 40° 54' W, 25 FEET FROM THE EASTERLY CORNER OF
ABOVE; THENCE N 49° 06' E, 3164.0 FEET; THENCE N
THENCE N 29° 06' E, 15.5 FEET TO A POINT IN A BOU
MRS. MARTHA R. LOPRETT ON THE NORTH AND ROBERT HARR
THE SOUTH; SAID POINT BEING LOCATED 1680 FEET WE
FROM A NORTHEASTERLY CORNER OF SAID LANDS. PARCE
AREA OF 6.13 ACRES OF LAND, MORE OR LESS.

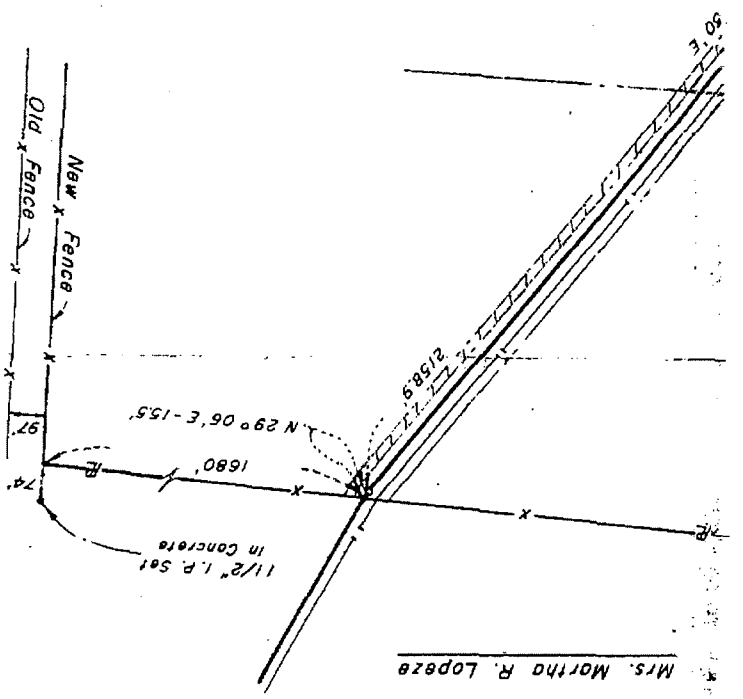
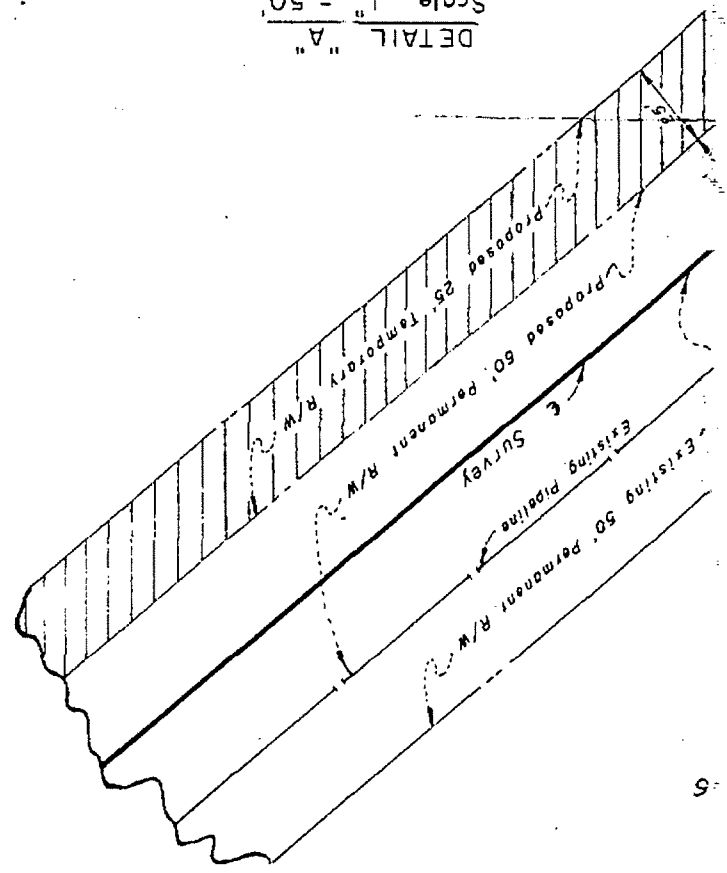
PARCEL NO. 1
BEGINNING AT AN ANGLE POINT
MARKING THE BOUNDARY OF ROBERT HARRISON DANIEL,
AND CROWN ZELLERBACH CORPORATION ON THE SOUTH; SA
BEING LOCATED 1000.6 FEET EASTERLY ALONG SAID BOU
2" IRON PIPE SET IN CONCRETE AT THE JOE OF THE B
SOUTHWESTERLY CORNER OF THE ROBERT HARRISON DANIEL
THENCE ALONG THE BOUNDARY LINE N 81° 3'
TO A POINT ON THE SOUTHERLY RIGHT OF WAY LIMIT OF
PERMANENT RIGHT OF WAY; THENCE N 40° 54' W, 50.0
THE NORTHERLY RIGHT OF WAY LIMIT OF THE HEREIN DE
OF WAY; THENCE ALONG THE SAID NORTHERLY RIGHT OF
4.80 FEET TO AN ANGLE POINT IN SAID LINE;
LINE S 63° 03' W, 126.10 FEET TO A POINT IN THE A
LINE; THENCE ALONG SAID BOUNDARY FENCE, N 77° 00'
PLACE OF BEGINNING, CONTAINING 0.069 ACRES OF LAN

RIGHT-OF-WAY DESCRIP
A PERMANENT RIGHT OF WAY ACROSS LAND OWNED B
DANIEL, ET AL IN SECTIONS 43, 46, 47 AND 48, TOWN
2 WEST, WEST FELICIANA PARISH, LOUISIANA; SAID PER
WAY BEING MORE FULLY DESCRIBED AS PARCEL NO. 1 AND
FOLLOWS:

R. T. Dennis
Surveyor
Professional Engineer

This plot is based on measurements
and research made under my supervision
Lo. Reg. No. 1362

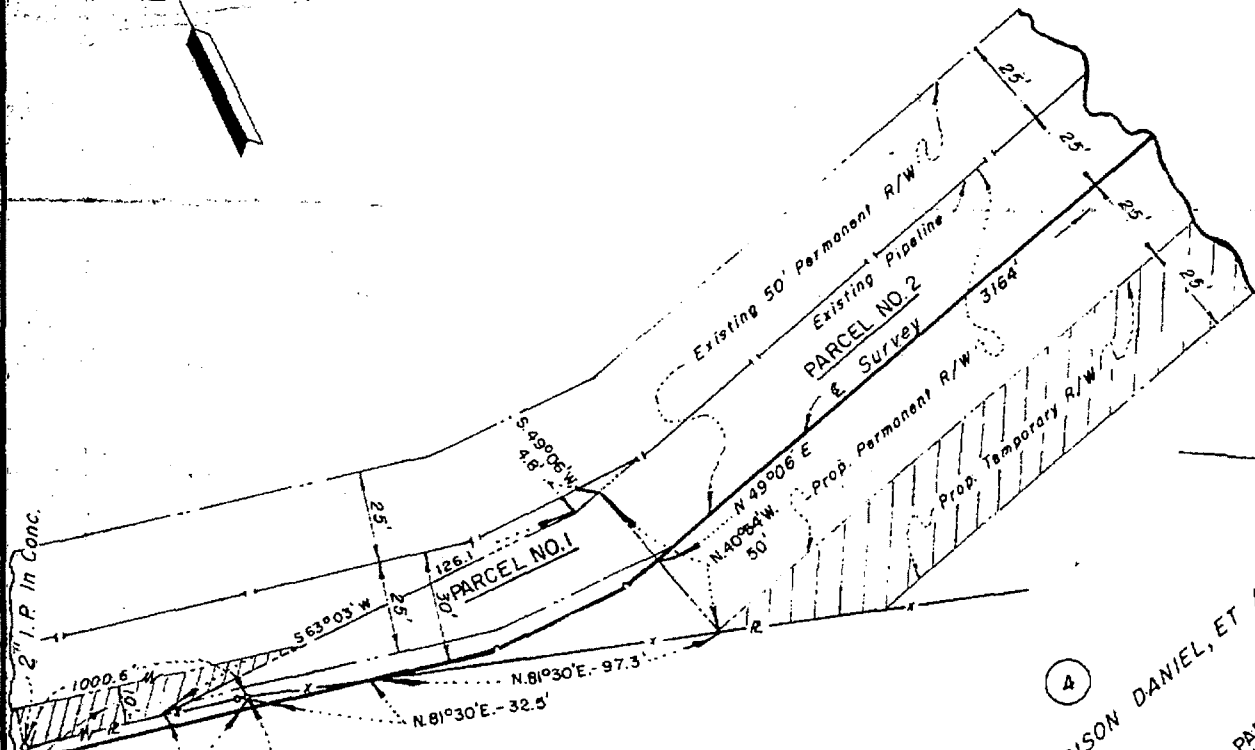
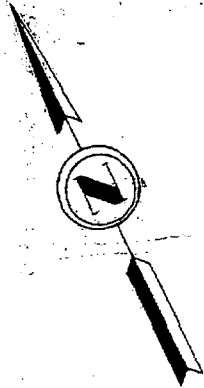
DETAIL "A"
Scale 1" = 50'



Mrs. Martha R. Lopre

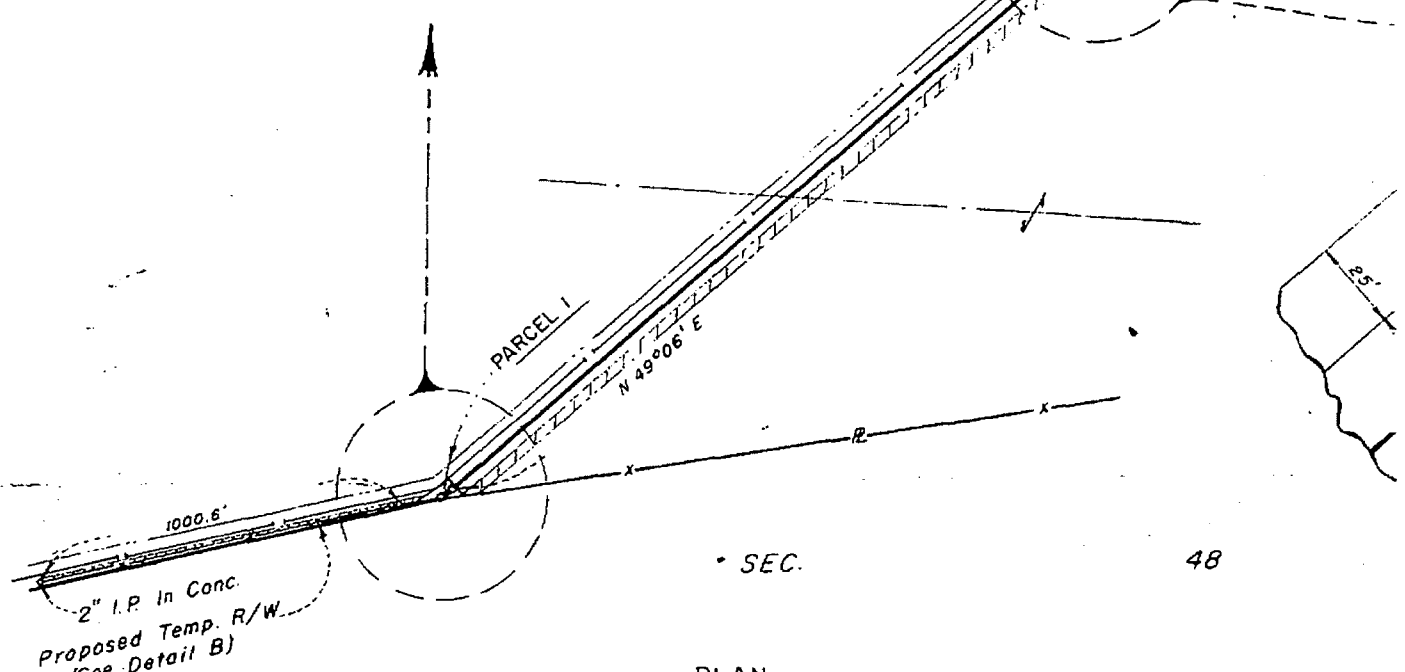
SEC. 43

WEST FELICIANA PARISH, LOUISIANA
SEC. 46, 47, 48 & 43 T 4 S R 2 W



DETAIL "B"
Scale 1" = 50'

SEC. 48
ROBERT HARRISON DANIEL, ET AL



PLAN
Scale 1" = 500'

Crown Zellerbach Corp.

Line No. 2-400
R/W No. 642.0, 642.3,
642.4
W.O. No. 5032.87

RIGHT OF WAY AGREEMENT

STATE OF LOUISIANA
PARISH OF WEST FELICIANA

For and in consideration of ONE THOUSAND AND OTHER VALUABLE CONSIDERATION

Dollars (\$1,000 & OVC) in hand paid, the receipt of which is hereby acknowledged, the undersigned (hereinafter called Grantor, whether one or more) does hereby grant and convey without warranty and without subrogation of warranty (even as to the return of any consideration paid) to TRANSCONTINENTAL GAS PIPE LINE CORPORATION, a Delaware corporation, its successors and assigns (hereinafter called Grantee), an exclusive right of way and servitude to lay, construct, maintain, operate, repair, alter, replace, and remove pipe lines (with valves, regulators, meters, fittings, appliances, tie-overs, cathodic protection devices, fences and appurtenant facilities) for the transportation of gas, oil, petroleum products, or any other liquids, gases, or substances which can be transported through pipe lines, the Grantee to have the right to select the route, under, upon, through and across the lands of Grantor, situated in the Parish of West Feliciana, State of Louisiana, described as follows:

All that certain piece or parcel of land, known as the Denegal Tract, situated in Sections 48 and 68, Township 4 South, Range 2 West, St. Helena Meridian, containing 140 acres, more or less, and bounded on the North by lands of Edward I. Daniel, or assigns, on the East by Mount Vernon Plantation, on the South by lands now or formerly of Mrs. A. G. Lorio, and on the West by the Mississippi River.

AND

A certain piece, parcel or tract of land, being in West Feliciana, State of Louisiana, and located in Sections 66, 67 and 68, Township 4 South, Range 2 West, containing 264.80 acres, more or less, and known as the Whiteman Tract, and further described as being bounded on the North by now or formerly, John F. Ard; East by Mt. Vernon Plantation; South by Robert H. Daniel, and West by the Mississippi River.

The permanent servitude shall be as shown on Drawing No. 26-06-20/G-4896, Revision 2, attached hereto and made a part hereof. During those periods of construction which occur during the first ten years of this servitude, Grantee shall have the right to use all or any part of the areas shown on said drawing as temporary work space without the payment of any additional consideration. After the lapse of the ten year term, Grantee shall furnish Grantor a release in recordable form evidencing the extinction of the temporary work space.

It is the intention of the Grantors that, notwithstanding the contents of the attached drawing, and in addition thereto, the easements herein conveyed, both temporary and permanent, shall extend westward to the Grantor's westerly property line, as it now exists and as it may change due to changes in the course of the Mississippi River.

It is understood that while Grantee shall have the right to install as many interconnecting service pipe lines as necessary within the permanent servitude, Grantee shall be limited to constructing four (4) pipe lines that will traverse the Mississippi River at the location of the above described properties. It is stipulated that any use of any portion of the permanent servitude shall constitute use of the whole servitude for purposes of interruption of prescription of non-use.

Grantee shall install livestock fences together with gates in such a manner as to protect Grantor's livestock from reaching excavated areas.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free and full right of ingress and egress over and across said lands and other lands of the Grantor to and from, said right of way and servitude, the right from time to time to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or repair of said pipe lines, and the right to enclose by fencing the permanent servitude. The Grantee shall have the right to assign this grant in whole or in part.

RHE
JAF
M.R.

3111

708

The interest of the Grantee in the property covered hereby is to be held by the Grantee subject to the lien of and in accordance with the provisions of the Mortgage and Deed of Trust dated May 15, 1949, from Transcontinental Gas Pipe Line Corporation to The Chase National Bank of the City of New York and Carl E. Buckley, as Trustees, and supplements thereto, which have heretofore been filed for record in the Parish in which the property covered hereby is situated.

TO HAVE AND TO HOLD said right of way and servitude unto said Grantee, its successors and assigns.

The Grantor shall have the right to continue to use said premises for any purpose which will not interfere with Grantee in the exercise of any rights granted herein or endanger or affect the pipe lines or appurtenant facilities installed hereunder. Grantee agrees to bury said pipelines to a minimum depth of 36" and to pay for any damages caused by the construction, maintenance, operation, repairing, alteration, replacement or removal of said pipe lines and appurtenant facilities, and Grantee agrees to indemnify and hold harmless, including the cost of defense, Grantor from any damages or causes of action arising out of or caused from the construction, maintenance, operation, repairing, alteration, replacement or removal of said pipelines and appurtenant facilities.

Damages to timber, pasture, and crops on the exclusive servitude, and the temporary servitude, which will result from the initial construction of the pipelines and facilities and other damages to the land affected thereby as usually result from the construction of pipelines have been agreed upon and paid for in advance. In addition, Grantee shall have the right, without the payment of any additional sums, to cut and remove any timber located on the temporary easement and to retain all sums which may be paid to Grantee therefor.

No change in ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the Parish wherein such lands are located and a certified copy thereof delivered to Grantee.

It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Grantor herein has executed this conveyance this 27 day of October, 1984.

WITNESSES:

[Signature]

Francis John J.

Edward I. Daniel, II
Edward I. Daniel, II

[Signature]

Francis John J.

Robert Harry Daniel, Jr.
Robert Harry Daniel, Jr.

[Signature]

[Signature]

Margaret Daniel Rountree
Margaret Daniel Rountree

STATE OF LOUISIANA
PARISH OF _____

On this _____ day of _____, 1984, before me personally appeared _____

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed it as _____ free act and deed.

709

Notary Public

STATE OF LOUISIANA

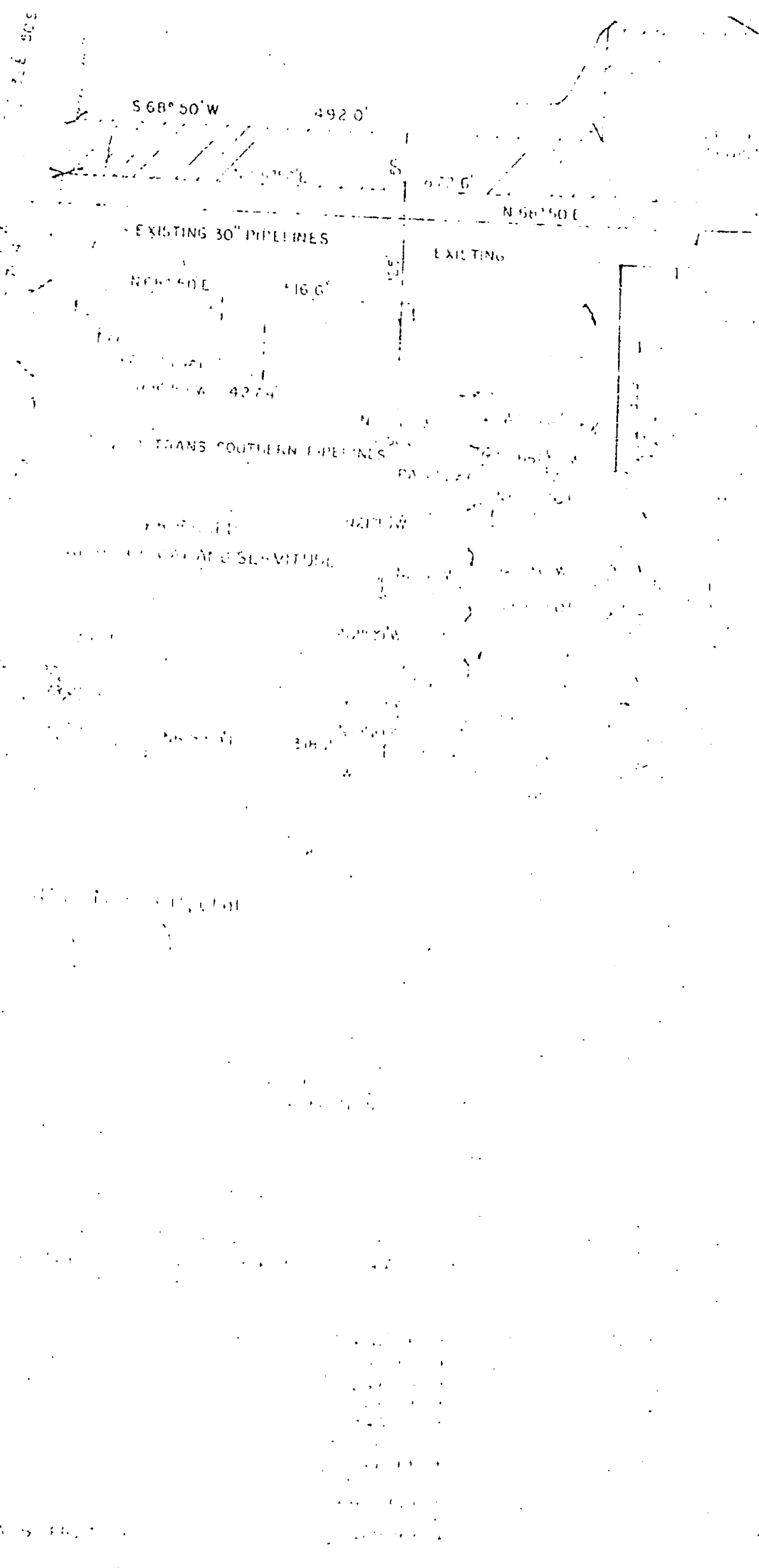
PARISH OF EAST BATON ROUGE

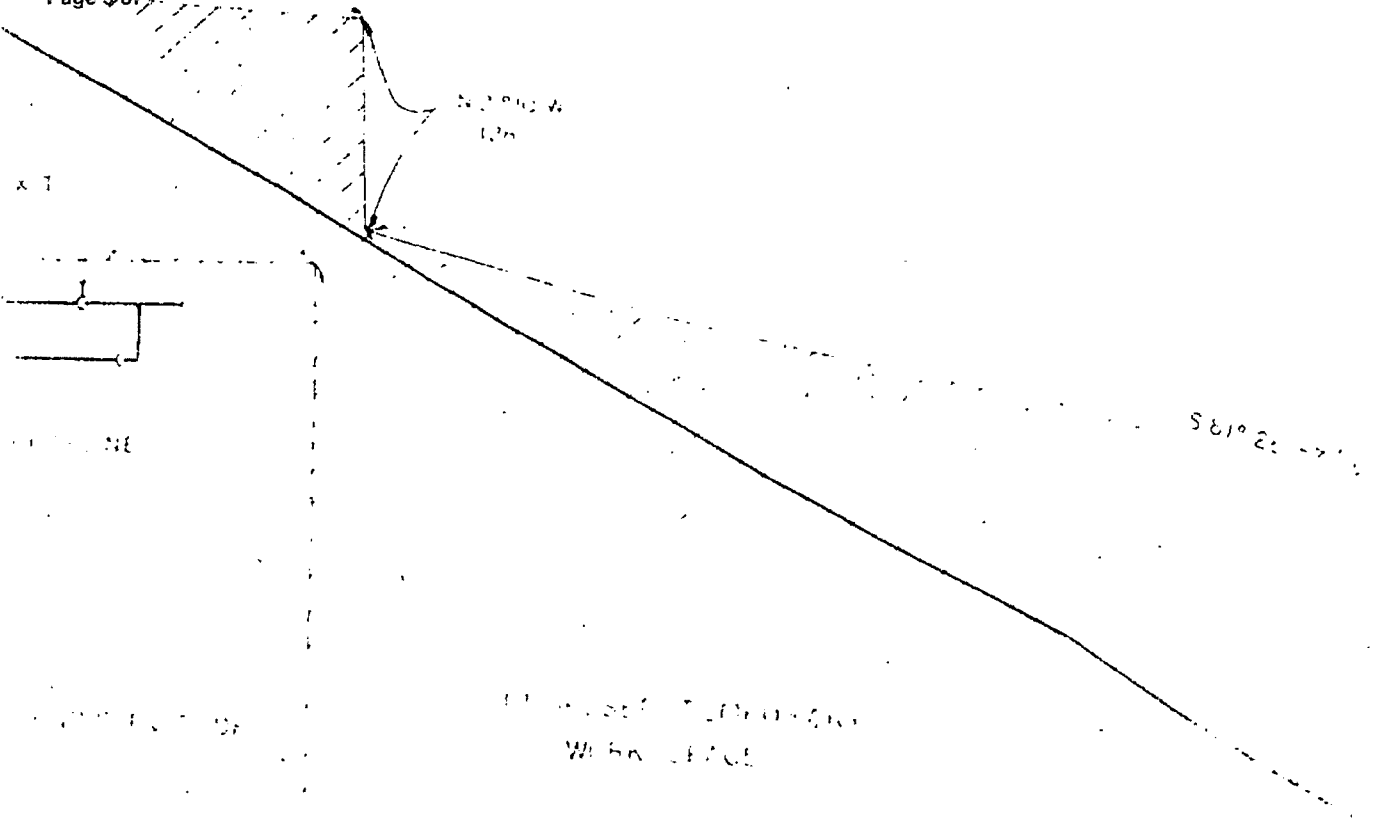
BEFORE ME, the undersigned authority, this day personally appeared Richard P. Andersen to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who, being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows Edward I. Daniel, II, Robert Harry Daniel, Jr., and Margaret Daniel Rountree, the grantors named in said instrument to be the identical persons described therein, and who executed the same, and saw them sign the same as their voluntary act and deed, and that affiant subscribed his name to the same at the same time as an attesting witness.

Attesting Witness

Sworn to and subscribed before me this 10th day of October, 1984.

Notary Public



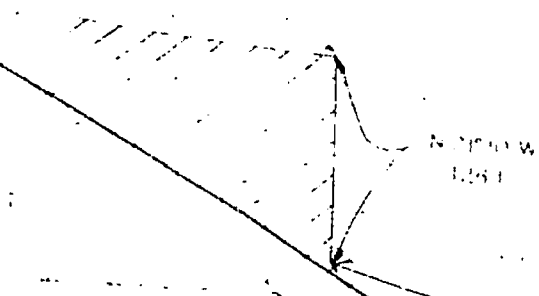


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PLANNED DEVELOPMENT
WITH LEASE

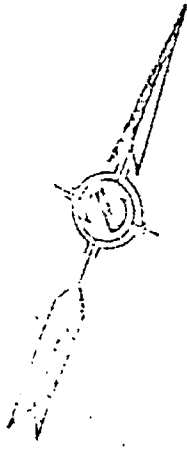
E. I. DANIEL, et al



5 1 2 4 5 7

F. J. DAVIS, et al

712



E. I. DANIEL, et al

6424

E. I. DANIEL, et al

60

PROPOSED RIGHT OF WAY FOR
CROSSING PROPERTY OF
E. I. DANIEL, et al
WEST FELICIANA PARISH, LA

712A

West Feliciana Parish Recording Page

Felicia Ann Hendl
Clerk of Court
PO Box 1843
St. Francisville, LA 70775
(225) 635-3794

Received From :
PERCY LANCUX AMD MUMPHREY

First VENDOR
ROUNTREE, MARGARET DANIEL SUCCESSION OF

First VENDEE
PHILLIPS, ASHLEY JAMES

Index Type : CONVEYANCES

File Number : 116780

Type of Document : JUDGMENT OF POSSESSION

Book : 210 **Page :** 272

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 West Feliciana Parish, Louisiana

On (Recorded Date) : 10/13/2016

At (Recorded Time) : 12:36:25PM



Pepper M. Hill
Deputy Clerk



Doc ID - 001005100006

Return To : PERCY LANCUX AMD MUMPHREY

Do not Detach this Recording Page from Original Document

INSTRUMENT # 00907844
FILED AND RECORDED
ASCENSION CLERK OF COURT
2016 OCT 05 09:59:53 AM
COB MOB OTHER

RECEIVED AND FILED
ASCENSION CLERK OF COURT

2016 SEP 26 P 3:40

Darla Brown
DEPUTY CLERK & RECORDER

IN THE MATTER OF:

Greg Lambert
DEPUTY CLERK & RECORDER
ASCENSION PARISH, LA.

PROBATE NO.

CERTIFIED TRUE COPY BY
Darla Brown

THE SUCCESSION

23RD JUDICIAL DISTRICT COURT

OF

PARISH OF ASCENSION

MARGARET DANIEL ROUNTREE

STATE OF LOUISIANA

FILED: _____

DEPUTY CLERK

JUDGMENT OF POSSESSION

On considering the petition of Ashley James Phillips, Kevin Jason Phillips, Rhonda Phillips Painter and Ronnie Lynn Phillips to be recognized as the sole legatees of the Decedent and to be sent into possession of the estate of the Decedent, Margaret Daniel Rountree, satisfactory proof having been submitted to the Court that no inheritance taxes are due to the State of Louisiana, and that there is no necessity for an administration of this succession, the law and evidence being in favor of Petitioners for reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that Ashley James Phillips, as trustee, be recognized as an heir of the Decedent herein, and, as such is hereby recognized as the owner of and sent into possession of the following property of the Decedent: the sum of ONE HUNDRED THOUSAND AND XX/100 (\$100,000.00) DOLLARS, to be held in trust for the benefit of Joseph Rountree, Jr.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Ashley James Phillips, Kevin Jason Phillips, Rhonda Phillips Painter and Ronnie Lynn Phillips be recognized as the universal legatees of the Decedent herein, and, as such are hereby recognized as the owners of and sent into possession of an undivided interest each in the remainder of the Decedent's property in the following proportions:

<u>NAME OF HEIR:</u>	<u>PORTION:</u>
Ashley James Phillips	1/4
Kevin Jason Phillips	1/4
Rhonda Phillips Painter	1/4
Ronnie Lynn Phillips	1/4

said property all as more fully described herein-below:

IMMOVABLE PROPERTY:

West Feliciana Parish

- A. An undivided one-third (1/3) interest in and to a certain piece or parcel of land, together with the buildings and improvements thereon, situated in the Parish of West Feliciana, State of Louisiana, containing Two Hundred Sixty Four and 80/100 (264.80) acres and being in Sections 66, 67 and 68, Township Four South Range Two West, St. Helena Meridian, known as the Whiteman and bounded on the North by lands formerly of the heirs of John F. Ard now owned by Leslie O. Bickham, on the East by the Mount Vernon Plantation, on the South by lands of Robert H. Daniel, Sr., and on the West by the Mississippi River.

An 8.578 acre portion of the above described tract is subject to an expropriation proceeding in the matter entitled "*State of Louisiana, Department of Transportation & Development versus Robert Harrison Daniel, Jr., et al*" bearing docket number 19364 "A" for the 20th Judicial District Court, Parish of West Feliciana, State of Louisiana.

- B. An undivided two fifteenth (2/15) interest in and to a certain piece or parcel or tract of land, together with the buildings and improvements thereon, and all the rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the Second Ward of the Parish of West Feliciana, State of Louisiana, known as the MOUNT VERNON PLANTATION, and bounded on the North by the Forest Plantation and lands of Mrs. Martha R. Lapeze, on the East by Thompson's Creek, South by Fancy Point Plantation, and West by lands formerly of J.F. Ard, lands of the heirs of E.I. Daniel, lands of R. H. Daniel and lands of the heirs of Mrs. A. G. Lorio. Said tract of land is composed of all of Sections 46, 47 and all that part of Section 48 lying east of the high ridge which is the west boundary of Section 46 and is the eastern boundary of Section 68 and which extends south through 48, and all that part of Section 43 lying south and west of a line beginning at the southeast corner of Section 43, thence north 8 degrees 30 minutes East a distance of 11 chains to the intersection of the St. Francisville Road with the east line of Section 43, thence north 82 degrees west 58 chains, thence North 7 degrees 45 minutes east 7.62 chains to the southeast corner of Section 44, all in Township Four South, Range Two West, St. Helena Meridian, and containing in all 1358 acres, more or less.

LESS AND EXCEPT

1. 642.8 acres thereof sold by Robert Harrison Daniel, et al to Crown Zellerbach Corporation by act of sale dated April 20, 1957 and registered as document number 1143 of the records of West Feliciana Parish, Louisiana; and
 2. The mineral interest transferred in an Act of Donation dated October 29, 2007 and recorded as file number 96560 of the records of West Feliciana Parish, Louisiana.
- C. An undivided one-third (1/3) interest in and to a certain piece or parcel of land, together with all the rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining, situated in the First and Second Wards of the Parish of West Feliciana, State of Louisiana, containing Seventy (70) acres, more or less, being the South half of the Denegal Tract and bounded on the North by lands of Mrs. Roberta M. Mahoney, on the East by the Mount Vernon Plantation, on the South by lands now or formerly of Mrs. A. G. Lorio, and on the West by the Mississippi River.
- D. An undivided one-third (1/3) interest in and to all that certain piece or tract of land situated in Section 68, Township Four South, Range Two West, St. Helena Meridian,

in the Parish of West Feliciana, State of Louisiana, containing Seventy acres, more or less, and bounded on the North by lands of Edward I. Daniel, on the East by Mount Vernon Plantation, on the South by lands of R. H. Daniel, on the West by the Mississippi River, and being the north half of the Denegal Tract of land, together with all the rights, ways, privileges, and appurtenances thereunto belonging on in anywise appertaining.

- E. An undivided one-third (1/3) interest in and to a certain piece or parcel of land together with all of the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, prescriptions and appurtenances thereunto belonging or in anywise appertaining, situated in Section 46, Township Three South, Range Two West, Greensburg Land District, West Feliciana Parish, Louisiana, triangular in shape and designated as "Lot A-1" on map of survey by Walter C. Snyder, Land Surveyor, dated 6 June, 1972, which tract contains four (4) acres, more or less, and is bounded on the North by lands now or formerly of Mrs. Allie B. Daniel, South by the public road and West by Lot 2.
- F. Any and all oil, gas and mineral rights including but not limited to those reserved by the Decedent in the following transactions:
1. A Sale With Mortgage dated February 15, 1972 and recorded at file number 11424 of the official records of the Parish of West Feliciana, State of Louisiana;
 2. A Sale With Mortgage dated February 15, 1972 and recorded at file number 11425 of the official records of the Parish of West Feliciana, State of Louisiana;
 3. A Sale With Mortgage dated February 15, 1972 and recorded at file number 11426 of the official records of the Parish of West Feliciana, State of Louisiana;
 4. An Act of Cash Sale dated February 25, 1997 and recorded at file number 72331 in the official records of the Parish of West Feliciana, State of Louisiana.

East Baton Rouge Parish

An undivided one-half (1/2) interest in Grave spaces #3, 4, 7, and 8 of Lot 56, Sec. 7, Green Oaks Memorial Park, Baton Rouge, Louisiana.

St. James Parish

An undivided 1/168th interest in a certain tract of land, containing 395 acres, more or less, being situated in Lots 1, 2, 3, 6, 7, 8, 9, 10, 11 and 12 of Section 65, Township 11 South, Range 3 East, Southeastern Land District of Louisiana, east of the Mississippi River, St. James Parish, Louisiana, being that property acquired by William Acy, et al by act of sale from Edna Dyer, dated May 20, 1938, and recorded in Conveyance Book 73, folio 92 of the records of St. James Parish, Louisiana, and by act of sale from William Acy and Joseph Acy to John P. Acy, dated May 20, 1938, recorded in Conveyance Book 73, folio 93 of the records of St. James Parish, Louisiana, and by judgment in the Succession of Nellie Dyer, widow of Estes Ashley, Fifteenth Judicial District Court, Lafayette Parish, Louisiana, Probate Number 15,556, dated May 22, 1962 and recorded in Conveyance Book 117, folio 233, records of St. James Parish, La, and by Judgment in the Succession of Joseph L. Rountree, Twenty Third Judicial District Court, Ascension Parish, Louisiana, Probate Number 7,893, dated June 25, 1985 and recorded in Conveyance Book 385, folio 661, records of St. James Parish, La.

Said property subject to all servitudes, rights of way, privileges and restrictions as shown in the official records of the Parish of St. James, State of Louisiana.

Ascension Parish

An undivided one-twelfth (1/12) interest in and to 68.80 acres, more or less, 67.80 acres being situated in the Southwest corner of the Southwest Quarter of Section 7, Township 10 South, Range 4 East, Ascension Parish, Louisiana, and one (1) acre being situated on the west side of the Airline Highway in the fractional Southwest Quarter of Section 7, Township 10 South, Range 4 East, Ascension Parish, Louisiana. Being the same property acquired by Joseph L. Rountree, Sr. by act dated May 16, 1949, registered on May 25, 1949 and recorded in Conveyance Book 89, page 482 of the conveyance records of Ascension Parish, Louisiana and acquired by Decedent by Judgment in the Succession of Joseph L. Rountree, Twenty Third Judicial District Court, Ascension Parish, Louisiana, Probate Number 7,893, dated June 25, 1985 and recorded file number 222925 in the records of Ascension Parish, La.

MOVABLE PROPERTY

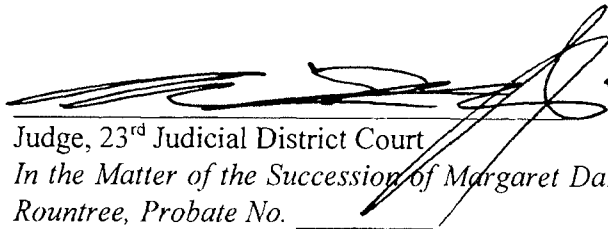
1. Chase Checking Account *****3968;
2. Chase Investment Services Corp Brokerage Account ***-*7943;
3. Whitney Checking Account **-*1-124 in the name of Margaret Daniel Rountree;
4. Whitney Personal Money Market Account ***-*4-255 in the name of Margaret Daniel Rountree;
5. Whitney Certificate of Deposit Account 9340 in the name of Margaret Daniel Rountree;
6. Whitney Certificate of Deposit Account 9498 in the name of Margaret Daniel Rountree;
7. Whitney Certificate of Deposit Account *****1598 in the name of Margaret Daniel Rountree;
8. Whitney Certificate of Deposit Account *****6362 in the name of Margaret Daniel Rountree;
9. Whitney Certificate of Deposit Account *****8867 in the name of Margaret Daniel Rountree;
10. Ascension Credit Union Savings Account ***8700;
11. Ascension Credit Union Certificate of Deposit ***8700;
12. United Community Bank Certificate of Deposit ***8580 in the name of Margaret Daniel Rountree;
13. American Gateway Bank Certificate of Deposit Account ***2396 in the name of Margaret D. Rountree;
14. American Gateway Bank Certificate of Deposit Account ***2020 in the name of Margaret D. Rountree;
15. Regions Money Market Account *****1510;
16. Refund check from Ourso Funeral Home (paid to Ashley Phillips).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that in accordance with the Last Will and Testament of the Decedent, that certain promissory note dated June 25, 2008, made and subscribed by Rhonda Phillips Painter in the original principal sum of \$100,000.00, bearing interest at the rate of 0% and being payable on demand, in the name of Margaret Daniel Rountree be forgiven and the recorder of mortgages in and for the Parish of Ascension is hereby authorized and directed to cancel the recordation of that certain mortgage described in the Sale with Mortgage dated June 25, 2008 and filed at instrument number 700141 in the official records of the Parish of Ascension, State of Louisiana.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that no inheritance and estate transfer taxes are due to the State of Louisiana by the heirs and legatees of the Decedent.

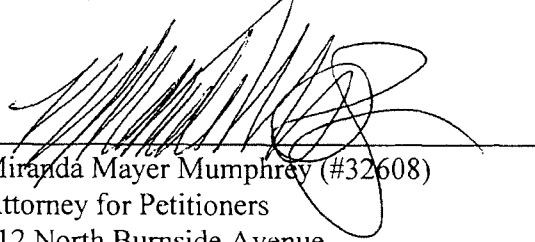
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any individual, corporation, or institution having any other money, credits, stock, rights, or property belonging to the Decedent are directed to deliver the same to the Petitioners as the sole legatees of Decedent in accordance with the terms of this judgment, or to make such disposition of same as may be directed by said legatees.

JUDGMENT READ, RENDERED AND SIGNED, in Chambers at Gonzales, Louisiana, on the 30th day of September, 2016.


Judge, 23rd Judicial District Court
In the Matter of the Succession of Margaret Daniel Rountree, Probate No. _____

Respectfully submitted:

PERCY, LANOUX & MUMPHREY


Miranda Mayer Mumphrey (#32608)
Attorney for Petitioners
712 North Burnside Avenue
Gonzales, Louisiana 70737
Telephone No.: (225) 621-8522
Facsimile No.: (225) 647-6959

West Feliciana Parish Recording Page

Felicia Ann Hendl
Clerk of Court
PO Box 1843
St. Francisville, LA 70775
(225) 635-3794

Received From :
BARRY WAGUESPACK

First VENDOR
DANIEL, EDWARD I II

First VENDEE
DANIEL, BERYL GENE

Index Type : Conveyances

File Number : 106467

Type of Document : Donation

Book : 188

Page : 398

Recording Pages : 3

Recorded Information

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

On (Recorded Date) : 01/11/2012

At (Recorded Time) : 3:00:27PM



Ironica Sumner
Deputy Clerk



Doc ID - 000742950003

Return To :
BARRY WAGUESPACK
ST. FRANCISVILLE, LA 70775

STATE OF LOUISIANA
PARISH OF WEST FELICIANA

ACT OF DONATION

BE IT KNOWN, that on the 3rd day of January, 2011, before me, Barry E. Waguespack, a Notary Public, duly commissioned and qualified in and for the aforementioned state and parish, and in the presence of the undersigned witnesses:

PERSONALLY CAME AND APPEARED:

Edward I. Daniel, II (SS#***-**-0752), married but once and then to Thelma W. Daniel, who is now deceased, who declared that he is a resident of lawful age of the Parish of West Feliciana, State of Louisiana, whose permanent mailing address is said to be 4973 Highway 61 South, P. O. Box 130, St. Francisville, Louisiana 70775, hereinafter referred to as "DONOR",

AND APPEARING HEREIN TO ACCEPT SUCH DONATION:

Beryl Gene Daniel, (SS#***-**-5968), dealing herein with her separate property, whose present mailing address is 6229 Joe Daniel Road, St. Francisville, Louisiana 70775, hereinafter referred to as "DONEE", and

Edward I. Daniel, III, (SS#***-**-6988), dealing herein with his separate property, whose present mailing address is 8042 US Highway 61, P. O. Box 455, St. Francisville, Louisiana 70775, hereinafter referred to as "DONEE",

who, after being duly sworn by me, declared that in consideration of the affection which DONOR has and bears for DONEES, DONOR does by these presents irrevocably give, grant and donate, inter vivos unto the said DONEES the following described property:

AN UNDIVIDED 10% INTEREST (.03333) OR AN UNDIVIDED 5% INTEREST (.016665) TO EACH DONEE IN AN UNDIVIDED .3333 INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY TO WIT:

DENEGAL TRACT

TRACT 1: All that certain tract of land situated in Sections 67 and 68, Township 4 South-Range 2 West, bounded now or formerly as follows: NORTH by Louis F. Aid, et al, EAST by Mount Vernon Plantation; SOUTH by R. H. Daniel; WEST by the Mississippi River.

TRACT 2:A11 that certain tract of land situated in Sections 48 and 68, Township 4 South-Range 2 West, bounded now or formerly as follows: NORTH by E. I. Daniel; EAST by Mount Vernon Plantation; SOUTH by A. J. Lorio; WEST by the Mississippi River.

Said tracts of land contain a total of 437.51 acres.

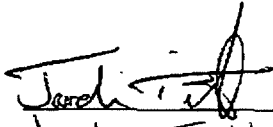
LESS AND EXCEPT 14.871 acres (Parcels 18-1 and 18-2) expropriated by the State of Louisiana DOTD by order of expropriation dated March 15, 2006, registered as OD# _____ and recorded in COB 159 at page 305 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana

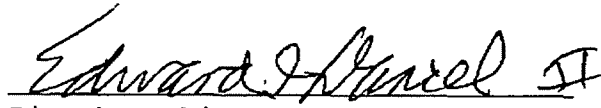
DONOR declares that it is his intention to make a donation inter vivos to DONEES. The property donated herein shall be the separate property of DONEES. The parties hereto acknowledge that the current fair market value of the property donated herein is TWENTY-FIVE THOUSAND THREE HUNDRED FIFTY-EIGHT AND 30/100 DOLLARS (\$25,358.30). DONEES appear to accept this donation in accordance with the terms hereof and to acknowledge gratitude therefore.

This donation is made as an extra portion, not subject to collation.

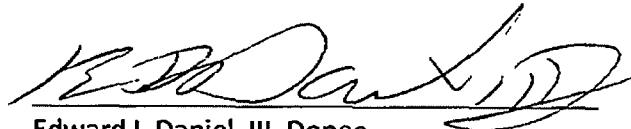
THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day and date first above mentioned, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

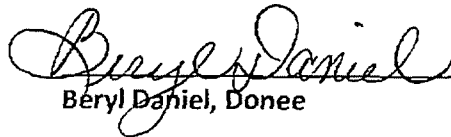
WITNESSES:



Jordan Trivitt


Edward I. Daniel, II, Donor


Elizabeth Daniel Trivitt


Edward I. Daniel, III, Donee


Beryl Daniel, Donee


NOTARY PUBLIC
Barry E Wagnerspack
Bar Roll No. 13145

West Feliciana Parish Recording Page

Felicia Ann Hendl
Clerk of Court
PO Box 1843
St. Francisville, LA 70775
(225) 635-3794

Received From :
ADVANCE DEPOSIT, III
POST OFFICE BOX 1843
ST. FRANCISVILLE, LA 70775

First VENDOR
DANIEL, ROBERT HARRY JR SUCCESSION OF

First VENDEE
DANIEL, KATHLEEN BROWN

Index Type : Conveyances

File Number : 103053

Type of Document : Judgment Of Possession

Book : 177 **Page :** 545

Recording Pages : 4

Recorded Information

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

On (Recorded Date) : 12/23/2010

At (Recorded Time) : 11:22:41AM



Doc ID - 000610100004

Margaret Coco
Deputy Clerk



Return To :
ADVANCE DEPOSIT, III
POST OFFICE BOX 1843
ST. FRANCISVILLE, LA 70775

SUCCESSION OF:

PROBATE 2408, DIV. B

ROBERT HARRY DANIEL, JR.

20TH JUDICIAL DISTRICT COURT

PARISH OF WEST FELICIANA

DECEASED

STATE OF LOUISIANA

Filed: DEC 23 2010

Margaret Coco Clerk

JUDGMENT OF POSSESSION

This cause came on to be heard on the petition of Kathleen Brown Daniel, surviving spouse of the decedent, and Robert Edward Daniel, Ruffin Brian Daniel, Brenda Daniel Hosea and Barry Eugene Daniel, surviving children and legatees of decedent for possession of decedent's estate, and the law and the evidence being in favor of petitioners for the reasons this day orally assigned;

IT IS ORDERED, ADJUDGED AND DECREED that:

The bequest to decedent's spouse, Kathleen Brown Daniel, of the usufruct of the family home has terminated as the decedent's spouse has moved out of the home and no longer occupies the premises;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that:

Kathleen Brown Daniel is recognized as the particular legatee of the decedent of the following:

(1) An undivided .3333 interest in and to the following property:

DENEGAL TRACT

TRACT 1: All that certain tract of land situated in Sections 67 and 68, Township 4 South-Range 2 West, bounded now or formerly as follows: NORTH by Louis F. Ard, et al, EAST by Mount Vernon Plantation; SOUTH by R. H. Daniel; WEST by the Mississippi River.

TRACT 2: All that certain tract of land situated in Sections 48 and 68, Township 4 South-Range 2 West, bounded now or formerly as follows: NORTH by E. I. Daniel; EAST by Mount Vernon Plantation; SOUTH by A. J. Lorio; WEST by the Mississippi River.

Said tracts of land contain a total of 437.51 acres.

LESS AND EXCEPT 14.871 acres (Parcels 18-1 and 18-2) expropriated by the State of Louisiana DOTD by order of expropriation dated March 15, 2006, registered as OD# _____ and recorded in COB 159 at page 305 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana

- (2) 355.50 shares of Stock with the Bank of Zachary, Zachary, Louisiana
- (3) Bank of St. Francisville Checking Account #10-0814-5 in the name of Harry Daniel, Jr.
- (4) Bank of St. Francisville Savings Account #20-5577-6 in the name of Harry Daniel, Jr.
- (5) 2006 Ford Expedition, VIN#1FMPU15526LA40905

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Robert Edward Daniel, Ruffin Brian Daniel, Brenda Daniel Hosea and Barry Eugene Daniel are recognized as the children and heirs of the decedent and as the particular legatees and residuary legatees of the following:

1. An undivided .29167ths interest in and to the following described proeprty, to-wit:

A certain tract of land known as Mount Vernon Plantation and bounded on the North by the Forest Plantation and lands of Mrs. Martha R. Lapeze, on the East by Thompson's Creek, South by Fancy Point Plantation and West by lands of J. F. Ard, lands of the heirs of E. I. Daniel, lands of R. H. Daniel and lands of the heirs of Mrs. A. G. Lorio. Said tract of land is composed of all of Sections 46, 57 and all that part of Section 48, lying east of the high ridge which is the West boundary of Section 46, and is the eastern boundary of Section 68 and which extends south through Section 48, and all that part of Section 43, thence North 80 30' East, a distance of 11 chains to the intersection of the St. Francisville Road with the East line of Section 43 thence North 82o West, 58 chains to the southeast corner of Section 44, all in Township 4 South – Range 2 West, and containing 1377.83 acres, more or less.

LESS AND EXCEPT 642.80 acres thereof sold by Robert Harrison Daniel, et al to Crown Zellerbach Corporation by Act of Sale dated April 20th, 1957 and registered as Original Document Number 1143 of the records of West Feliciana Parish, Louisiana.

LESS AND EXCEPT 8.578 acres (Parcel 20-1) expropriated by the State of Louisiana DOTD by order of expropriation dated 3/15/06, registered as OD#92411 and recorded in COB 159 at page 268 of the official records of the Clerk of Court of West Feliciana Parish, State of Louisiana.

2. A certain tract or parcel of land containing 512.96 acres, situated in Sections 44, 46, 38 and 85, Township 1 South, Range 3 West, St. Helena Meridian, West Feliciana Parish, Louisiana, and being all of that portion of the Rosebank Plantation in West Feliciana Parish, Louisiana, lying East of the centerline of La. Hwy. 66 except for a 10.0 acre portion thereof sold by Mrs. Anne Buchanan Smart, et al to Kenneth Scullin, (and now owned by Tom McVea) by Act of Sale dated June 10, 1972, registered as original document #11,498 and recorded in Notarial Record Book 63, Page 366, all of the Conveyance Records of West Feliciana Parish, and being bounded, now or formerly, as follows: North by lands of K. G. Farms, Inc.; East by lands of Mrs. Rosalie Noland; South by the Carver Tract, formerly Mrs. Mary Brandon Woods; and West by the centerline of La. Hwy. 66.

LESS AND EXCEPT:

- a) .69 acre acquired by Anne B. Smart by Act of Partition dated August 20, 1981, registered as original document #24423 and recorded in Conveyance Book 80 at page 682 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.
- b) 14.31 acres more fully described in an act of partition filed for record as OD#24,423, recorded in COB 80 at page 682 of the records of West Feliciana Parish, Louisiana.
- c) A predial servitude of passage and for utilities, 30 feet in width, from Louisiana Highway 66 to the 14.31 acre tract referred to above.
- d) 30.02 acres acquired by David M. Walker, Inc., Money Pension Plan by act of sale dated April 8, 1991, registered as original document #43859 and recorded in Conveyance Book 112 at page 554 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.
- e) .55 acre acquired by Union Bethel AME Church by act of donation dated November 15, 1993, registered as original document #48964 and recorded in Conveyance Book 120 at page 222 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.
- f) 1.57 acres acquired by Union Bethel AME Church by act of cash sale filed for record on November 24, 2003, registered as OD#87293 and recorded in COB 149 at page 753 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.

- g) All that portion of the Rosebank Plantation which lies West of the West right-of-way line of La. Hwy. 66 as relocated, as will appear by reference to the expropriation proceedings filed by the State of Louisiana against Daniel and Smart, being Proceeding No. 7534 on the docket of the Twentieth Judicial District Court, entitled "State of Louisiana, Department of Transportation and Development versus Anne Smart, et al", containing sixty-seven one hundredths (.67) of an acre as shown by the map of survey on file in said proceedings.
- h) 50.00 acres sold to Ruffin Brian Daniel by Act of Partial Partition, Cash Sale, Servitude of Passage and Renunciation of Usufruct dated January 24, 2007, registered as OD#94608 and recorded in COB 163 at page 238 of the official records of the Clerk of Court of West Feliciana Parish, State of Louisiana.

Being the same property in which Harry Daniel, Jr., et ux herein acquired an interest from Succession of A. B. Smart in that certain Act of Sale executed May 30, 1989, as recorded in Notarial Record Book 107, Page 664, under Original No. 40,155 and in that certain Cash Sale from Belle B. Pierpont, et al executed June 1, 1974, as recorded in Notarial Record Book 63, Page 37 under the Original No. 13,259 of the records of West Feliciana Parish, Louisiana.

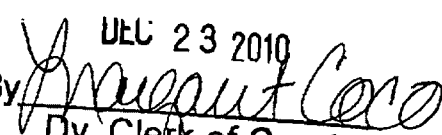
- 3) House situated on the property described above as Item 2.
- 4) 355.50 shares of Stock with the Bank of Zachary, Zachary, Louisiana
- 5) 1 share of stock with Tri-Parish Cooperative, Slaughter, Louisiana in the name of Harry Daniel, Jr., Certificate #275
- 6) Miscellaneous household furniture
- 7) Bank of St. Francisville Safe Deposit Box No. 74 in the name of Robert H. Daniel

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks bankers, and trust companies, and all persons, firms, corporations whomsoever having in their possession or under their control any property of any description whatsoever belonging to the decedent or in which he has an interest are hereby authorized and directed to deliver the same to the heirs therein mentioned in accordance with their several interests.

JUDGMENT RENDERED, READ AND SIGNED in Francisville in St. Francisville, Louisiana, this 21 day of December, 2010.



 JUDGE

CERTIFIED
 TRUE COPY
 DEC 23 2010
 By 
 Dy. Clerk of Court

SUCCESSION OF:

HENRIETTA BRIAN DANIEL

DECEASED

Filed: June 17 1996

PROBATE NO. 1680 DIV. B

20TH JUDICIAL DISTRICT COURT

PARISH OF WEST FELICIANA

STATE OF LOUISIANA

Debra Ann Conwell Clerk

JUDGMENT OF POSSESSION

This cause came on to be heard on the petition of Robert Harry Daniel, Jr., surviving spouse and legatee of decedent and Robert Edward Daniel, Ruffin Brian Daniel, Brenda Daniel Hosea and Barry Eugene Daniel, surviving children and legatees of decedent for possession of decedent's estate; it appearing that all inheritance taxes due the State of Louisiana have been fixed and paid, and the law and the evidence being in favor of petitioner for the reasons this day orally assigned;

IT IS ORDERED, ADJUDGED AND DECREED that:

1) Robert Harry Daniel, Jr. as the surviving spouse in community and as such entitled to the ownership of 1/2 of all the community property and as the particular legatee of the usufruct for life of the decedent's community interest in the property belonging to the community of acquets and gains described as follows:

a) A certain tract or parcel of land containing 49 acres, more or less, located in Section 41, T3S-R2W, West Feliciana Parish, Louisiana, St. Helena Meridian, and being bounded, now or formerly, as follows to-wit: North by lands formerly of Edward I. Daniel, on the East by lands formerly of Edward I. Daniel, on the South by Highway No. 61 and by lands of Mrs. T. J. Mahoney and on the West by Robert Harrison Daniel. Said land being Lot No. 15 of the subdivision of Beauchamp Plantation.

Being the same property acquired by Robert Harry Daniel, Jr., from Robert Harrison Daniel by that certain Act dated June 13, 1951 recorded in COB 48, folio 75 of the Conveyance Records of West Feliciana Parish, State of Louisiana.

LESS AND EXCEPT: 4.03 acres donated to Brenda Daniel Hosea dated August 5, 1986, registered as original document #35030 and recorded in Conveyance Book 98 at page 157 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.

b) A certain tract or parcel of land containing 26.67 acres, more or less, situated in Sections 45 and 46, T3S-R3W, Ward 2, and being more particularly described as beginning at the intersection at the East right-of-way line of Highway 61 and North right-of-way line of Old Jackson Road, thence North 66' 0" East, 6.09 chains to the southwest corner of Starhill Cemetery, thence

North 4° 30' East, 4.03 chains to the Northwest corner, thence North 74° 24' East, 2.74 chains to the Northeast corner, thence South 1° 30' East, 3.40 chains to the Southeast corner, thence South 66° 0' West, 3.32 chains to point of beginning, thence from the southeast corner of said cemetery North 55° 30' East, 7.6 chains, thence North 40° 30' East, 4.69 chains to corner at bridge, thence North 59° 0' West, 8.58 chains to corner on 2 Oaks & Sour Apple, thence South 27° 0' West, 3.89 chains to corner on Bayou, thence North 81° 30' West, 21 chains to corner of Gum, thence South 1° 30' East, 1.72 chains to corner at the intersection of East right-of-way line of Highway 61, thence along said East right-of-way line 37° 0' East, 6.6 chains thence South 38° 45' East, 6.57 chains, thence South 47° 30' East, 5.3 chains to point of beginning.

LESS AND EXCEPT: 0.549 acres donated to the Star Hill Cemetery Society by act of donation dated October 19, 1978, registered as original document #18594 and recorded in Conveyance Book 70 at page 683 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.

LESS AND EXCEPT: 1.34 acres in Section 45, T3S-R2W donated to Ruffin Brian Daniel by act of donation dated May 11, 1992, registered as original document #45,662 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.

Being the same property acquired by Robert Harry Daniel, Jr. from Stephen P. Dart by that certain act dated September 11, 1974 recorded in Notarial Record Book 65, folio 240 of the Notarial Records of West Feliciana Parish, Louisiana.

- c) A certain tract or parcel of land containing 5.15 acres, more or less, and situated in Sections 22 & 46, T3S-R2W, St. Helena Meridian, GLD, West Feliciana Parish, Louisiana. The tract herein described is designated as "Lot A-1" on a map of survey by Walter C. Snyder, Registered Land Surveyor, entitled "Plat Showing Survey and Division of 50.00 acre Lot A, R. H. Daniel, Sr., Estate into 5.15 ac. Lot A-1, 21.18 Ac. Lot A-2, 23.57 Ac. Lot A-3, Secs. 22 & 46, T3S-R2W, G.L.D., West Feliciana Parish, Louisiana."

The tract herein described is bounded on the North by Lot 2 of the division of the lands of R. H. Daniel, Sr. (See map of survey annexed to an act entitled "Agreement of Exchange, Boundary and Partition", registered as original document #12,013, recorded in Notarial Record Book 63 folio 576), on the East by Lot A-2 of this survey owned by Robert E. Daniel and Jane Davis Smith Daniel, on the South by lands of R. H. Daniel, Jr. and on the West by Lot 15 of the partition of the Beauchamp Plantation now owned by R. H. Daniel, Jr. Being the same property acquired by Lessors in that certain Act of Cash Sale dated January 12, 1977 and recorded February 16, 1977 at Conveyance Book 67, folio 72 in the Records of the Clerk and Recorder for West Feliciana Parish, Louisiana.

- d) An undivided 1/2 interest in and to the following described property, to-wit:

- i) A certain tract or parcel of land containing 34.76 acres, more or less, located in Section 41 and/or 103, T3S-R2W, West Feliciana Parish, Louisiana, and being bounded now or formerly, as follows to-wit: North by lands formerly of Mrs. S. H. Barrow and Aaron Schlesinger, and the Hazelwood

Plantation; East by E. I. Daniel and William J. Davis; South by lands of William J. Davis; and on the West by the Independence Plantation; said land being a portion of Lot 9 of the Beauchamp Plantation. Being the same property acquired by Robert Harry Daniel, Jr. et al by that certain act dated November 3, 1953 at Notarial Record Book 48, page 420 of the notarial records of West Feliciana Parish, Louisiana.

- ii) A certain tract or parcel of land containing 4 acres, more or less, situated in Section 41 and/or 103, T3S-R2W, West Feliciana Parish, Louisiana and being bounded now or formerly as follows to-wit: North by Tract 1 above; East by William J. Davis; South by Highway #61 and on the West by E. Dedon. Said land being a portion of Lot 14 of the Beauchamp Plantation and being the same property acquired by Robert Harry Daniel, Jr., et al by that certain act dated November 3, 1953 at Notarial Record Book 48, page 420 of the notarial records of West Feliciana Parish, Louisiana.
- iii) A certain tract or parcel of land containing 22 acres, more or less, situated in Section 41, T3S, R2W, Second Ward of West Feliciana Parish, Louisiana, and being bounded now or formerly as follows to-wit: North by lands of Robert L. Dedon; East by lands of Daniel & Truitt, Inc. known as Oakley Plantation; South by lands of Robert Harrison Daniel, Sr. and West by lands of Ruffin W. Hamilton. Being the same property acquired by Robert Harry Daniel, Jr. by that certain act dated February 29, 1960 recorded in Notarial Record Book 53 at page 403 of the Notarial Records of West Feliciana Parish, Louisiana.
- e) An undivided 1/4th interest in and to the following described proeprty, to-wit:
A certain tract of land known as Mount Vernon Plantation and bounded on the North by the Forest Plantation and lands of Mrs. Martha R. Lapeze, on the East by Thompson's Creek, South by Fancy Point Plantation and West by lands of J. F. Ard, lands of the heirs of E. I. Daniel, lands of R. H. Daniel and lands of the heirs of Mrs. A. G. Lorio. Said tract of land is composed of all of Sections 46, 57 and all that part of Section 48, lying east of the high ridge which is the West boundary of Section 46, and is the eastern boundary of Section 68 and which extends south through Section 48, and all that part of Section 43, thence North 8° 30' East, a distance of 11 chains to the intersection of the St. Francisville Road with the East line of Section 43 thence North 82° West, 58 chains to the southeast corner of Section 44, all in Township 4 South - Range 2 West, and containing 1377.83 acres, more or less.

LESS AND EXCEPT 642.80 acres thereof sold by Robert Harrison Daniel, et al to Crown Zellerbach Corporation by Act of Sale dated April 20th, 1957 and registered as Original Document Number 1143 of the records of West Feliciana Parish, Louisiana.

- f) TRACT 3-A-2-A:
A certain piece or parcel of land together with all buildings and improvements thereon and all rights, ways, privileges, servitudes, prescriptions and advantages thereunto belonging or in anywise appertaining, situated in Section 90, T2S, R2W, GLD, West Feliciana Parish, Louisiana, said tract

of land containing 1.94 acres, more or less and is more particularly shown and described as Tract 3-A-2-A on a map or plat of survey prepared by Walter C. Snyder, RLS, dated November 6, 1985 and revised October 2, 1991 and entitled "Plat Showing Division of 5.43 Acre Tract 3A, Bush Hill Plantation Into 1.00 Ac Tract 3-A-1 + 4.43 Ac Tract 3-A-2, Sec. 90, T2S, R3W, GLD, West Feliciana Parish, Louisiana for James Wayne Borders" as revised by provision dated October 2, 1991 to show resubdivision of 4.43 Ac. Tract 3-A-2 into 1.94 Ac Tract 3-A-2-A and 2.49 Ac Tract 3-A-2-B for Harry Daniel, Jr., a blue line copy attached hereto and forming part hereof.

According to said plat of survey, Tract 3-A-2-A can be more fully described as follows:

Commencing at a point located at a point of intersection of the West right-of-way line of Louisiana Highway 66 and the thalweg of Jones Creek, thence continuing along the West right-of-way line of U. S. Highway 66, South $19^{\circ} 08' 34''$ East, a distance of 134.73 feet to a point monumented by a Louisiana Department of Highway monument, thence continuing the west right-of-way of U. S. Highway 66, South $12^{\circ} 54' 49''$ East, a distance of 155 feet to a point and corner monumented by an iron pipe, thence leaving the highway right-of-way West a distance of 233.65 feet to a point and corner monumented by an iron pipe and being the northwest corner of Tract 3-A-1 identified on said plat, thence South $23^{\circ} 38' 46''$ East, a distance of 91.44 feet to a point and corner, thence West a distance of 118.89 feet to a point and corner located in the thalweg of Jones Creek, thence continuing along the thalweg of Jones Creek with the following courses and distances:

N $25^{\circ} 33' 44''$ West	175.30 feet to a point
N $24^{\circ} 58' 50''$ East	90.63 feet to a point
N $41^{\circ} 23' 10''$ East	49.13 feet to a point
N $76^{\circ} 37' 49''$ East	165.59 feet to a point
N $55^{\circ} 05' 33''$ East	94.47 feet to a point and corner

monumented by an iron and being the POINT OF BEGINNING.

Said tract is bounded on the North and West by the thalweg of Jones Creek, on the East by the west right-of-way line of U. S. Highway 66 and on the South by Tract 3-A-1 and Tract 3-A-2-B of said survey.

- g) A certain piece or parcel of land containing 334.77 acres, situated in Sections 46 and 47, Township 1 South, Range 3 West, and Section 85, Township 2 South, Range 3 West, all of the St. Helena Meridian in the Greensburg Land District. The said tract is more particularly shown and described as TRACT D on a map or plat of survey by Walter C. Snyder, R.L.S., dated March 23, 1976 entitled "Plat Showing Survey and Division of the Carver Tract in Sections 46 and 47, T1S, R3W, and Section 85, T2S, R3W, G.L.D." as follows:

Commencing at a point marked by a grate bar, which point is located at the Northeast corner of Section 38 and the Southeast corner of Section 85, both Sections in Township 1 South, Range 3 West, St. Helena Meridian, thence with the Section line between Sections 38 and 39, T1S, R3W, South $21^{\circ} 30'$ East a distance of 2,055.23' to a point located at the Northeast corner of Section 44 and the Southeast corner of Section 38, T1S, R3W, thence with the section line between Section 44 and

Section 39, T1S, R3W, South 22° East a distance of 429.00' to a point located at the Northwest corner of Section 43 and the Southwest corner of Section 39, T1S, R3W, thence with the section line between Section 44 and Section 43, T1S, R3W, South 23° 15' East a distance of 1,490.94' to a point located at the Southeast corner of Section 44 and the Northeast corner of Section 46, T1S, R3W, thence with the section line between Section 46 and Section 43, T1S, R3W, South 23° 15' East a distance of 393.89' to a point, which point is the POINT OF BEGINNING.

Thence from the POINT OF BEGINNING, with the section line between Section 46 and Section 43, T1S, R3W, South 23° 15' 00" East a distance of 1,685.11' to a point, thence South 23° 15' 00" East a distance of 2,519.06' to a point and corner, which point is located on the township line between Township 1 South and Township 2 South, Greensburg Land District, thence with the section line between Section 85 and Section 84, T2S, R3W, South 68° 15' 00" West a distance of 3,523.49' to a point and corner, which point is located on the centerline of Louisiana Highway 66, thence, with the centerline of Louisiana Highway 66, North 36° 03' 55" West, a distance of 492.91' to a point and corner, thence with the centerline of Louisiana Highway 66, North 36° 02' 11" West, a distance of 992.12' to a point and corner, thence with the centerline of Louisiana Highway 66 North 35° 49' 06" West a distance of 734.61' to a point and corner, thence with the centerline of Louisiana Highway 66 North 36° 04' 04" West a distance of 45.59' to a point and corner, thence, leaving the centerline of Louisiana Highway 66, North 53° 55' 56" East a distance of 100' to a point and corner, thence North 53° 55' 56" East a distance of 525.50' to a point and corner, thence North 27° 11' 15" West a distance of 1,560.89' to a point and corner, thence North 66° 88' 14" East, a distance of 580.43' to a point and corner, thence North 66° 14' 29" East a distance of 595.54' to a point and corner, thence North 64° 44' 55" East a distance of 317.58' to a point and corner, thence North 65° 28' 34" East a distance of 754.54' to a point and corner, thence North 63° 08' 12" East a distance of 616.62' to a point and corner, thence North 53° 08' 23" East a distance of 407.67' to corner, thence North 59° 39' 49" East a distance of 247.97' to a point and corner, thence North 59° 39' 49" East a distance of 13.47' to the POINT OF BEGINNING.

LESS AND EXCEPT:

.75 Acres sold to Dr. Fred Thomas, et al by act of cash sale dated August 12, 1976, registered as original document #15375, and recorded in Conveyance Book 66 at page 387 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.

Being the same property acquired by Robert Harry Daniel, Jr. from James D. Wood, et al by sale with mortgage dated December 11, 1975, registered as original document #14712 and recorded in Conveyance Book 66 at page 78 and as correct by Agreement of Boundary & Deposit dated June 15, 1976, registered as original document #15338A and recorded in Conveyance Book 66 at page 363 all of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.

- h) A certain tract or parcel of land containing 512.96 acres, situated in Sections 44, 46, 38 and 85, Township 1 South, Range 3 West, St. Helena Meridian, West Feliciana Parish, Louisiana, and being all of that portion of the Rosebank Plantation in West Feliciana Parish, Louisiana, lying East of the centerline of La. Hwy. 66 except for a 10.0 acre portion thereof sold by Mrs. Anne Buchanan Smart, et al to Kenneth Scullin, (and now owned by Tom McVea) by Act of Sale dated June 10, 1972, registered as original document #11,498 and recorded in Notarial Record Book 63, Page 366, all of the Conveyance Records of West Feliciana Parish, and being bounded, now or formerly, as follows: North by lands of K. G. Farms, Inc.; East by lands of Mrs. Rosalie Noland; South by the Carver Tract, formerly Mrs. Mary Brandon Woods; and West by the centerline of La. Hwy. 66.

LESS AND EXCEPT:

- 1) .69 acre acquired by Anne B. Smart by Act of Partition dated August 20, 1981, registered as original document #24423 and recorded in Conveyance Book 80 at page 682 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.
- 2) .55 acre acquired by Union Bethel AME Church by act of donation dated November 15, 1993, registered as original document #48964 and recorded in Conveyance Book 120 at page 222 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.
- 3) 30.02 acres acquired by David M. Walker, Inc., Money Pension Plan by act of sale dated April 8, 1991, registered as original document #43859 and recorded in Conveyance Book 112 at page 554 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.

Being the same property in which Harry Daniel, Jr., et ux herein acquired an interest from Succession of A. B. Smart in that certain Act of Sale executed May 30, 1989, as recorded in Notarial Record Book 107, Page 664, under Original No. 40,155 and in that certain Cash Sale from Belle B. Pierpont, et al executed June 1, 1974, as recorded in Notarial Record Book 63, Page 37 under the Original No. 13,259 of the records of West Feliciana Parish, Louisiana.

- i) House situated on the property described above as Item g)
- j) 711 shares of Stock with the Bank of Zachary, Zachary, Louisiana
- k) 400 shares of stock with the Bank of St. Francisville, St. Francisville, La.
- l) 378 shares of stock with City National Bank, Baton Rouge, Louisiana
- m) Bank of St. Francisville, Checking Account #10-0814-5 in the name of Harry Daniel, Jr.
- n) Bank of St. Francisville, Checking Account #10-1555-9 in the name of Harry Daniel, Jr.
- o) Bank of St. Francisville, Savings Account #20-5577-6 in the name of Harry Daniel, Jr.

- p) Bank of Commerce Checking Account, #102825-1 in the name of Harry Daniel, Jr.
- q) Bank of Commerce Savings Account #20-2853-6 in the name of Harry Daniel, Jr. or Mrs. Harry Daniel, Jr.
- r) Farm Machinery and Equipment
- s) 450 Cows
- t) 25 Bulls
- u) 42 Bred Heifers
- v) 50 Yearling Heifers
- w) 325 Calves
- x) 1 Horse
- y) Miscellaneous household furniture

3) Robert Edward Daniel, Ruffin Brian Daniel, Brenda Daniel Hosea and Barry Eugene Daniel as the children and heirs of the decedent and as the particular legatees and residuary legatees of the decedent subject to the usufruct of their father, Robert Harry Daniel, Jr., as follows:

To my son Bobby:

- Papa's desk in office
- Rug under dining table and rug behind wing chair
- Green Bedroom side tables
- Grandma's organ - china cabinet
- Glass fire screen
- Old Ice Box in Kitchen
- Oriental Chest by stairs
- One Leather couch
- Washstand in master bedroom
- Potty chair in master bath

To my son Brian:

- Bed in the master bedroom
- Sewing machine converted to table in master bedroom
- Light color rocker in master bedroom
- Sewing machine nite stand in master bedroom
- Two blue chairs in blue bedroom
- Small china cabinet
- Washstand in middle bedroom
- Dark showcase bookcase in office
- Rugs at stairs in master bath and dressing room
- Tier table in blue bedroom
- Two chairs in green bedroom
- Coffee table in living room

To my daughter Brenda:

- Rug under coffee table and at front door
- Piano
- Trunk in living room
- Grandfather clock in dining room
- Darlings china cabinet
- Oak Book shelf in office
- Hall table by guest bedroom
- Picture over mantle in living room
- Dressing table in master bedroom

Chopping block in kitchen
 Two wing chairs in living room
 Bench in front of bed in master bedroom
 Dark rocker in master bedroom (belongs to Brenda)
 Harry's Pants in frame in Master Bedroom
 Grandma's clock in master bedroom
 Standing mirror in master dressing room
 Wicker furniture in loggia

To my son Barry:

Marble top washstand in master bath
 Trunk in master bedroom
 Large china cabinet
 Darlings marble top table in dining room
 Bedside tables in blue bedroom
 Rug in blue bedroom
 Rug in green bedroom
 Child's armoire
 One leather couch

4) Robert Edward Daniel, Ruffin Brian Daniel, Brenda Daniel Hosea and Barry Eugene Daniel as the children and heirs of the decedent and as such entitled to the rest and residue of the decedent's estate in the proportion of 1/4th of 1/2th each, subject to the usufruct of their father, Robert Harry Daniel, Jr., as follows:

(1) Ownership:

- Robert Edward Daniel - An undivided 1/4th interest of the decedent's 1/2 community interest subject to the usufruct of Robert Harry Daniel, Jr.
- Ruffin Brian Daniel - An undivided 1/4th interest of the decedent's 1/2 community interest subject to the usufruct of Robert Harry Daniel, Jr.
- Brenda Daniel Hosea - An undivided 1/4th interest of the decedent's 1/2 community interest subject to the usufruct of Robert Harry Daniel, Jr.
- Barry Eugene Daniel - An undivided 1/4th interest of the decedent's 1/2 community interest subject to the usufruct of Robert Harry Daniel, Jr.

to the following described property, to-wit:

- a) A certain tract or parcel of land containing 49 acres, more or less, located in Section 41, T3S-R2W, West Feliciana Parish, Louisiana, St. Helena Meridian, and being bounded, now or formerly, as follows to-wit: North by lands formerly of Edward I. Daniel, on the East by lands formerly of Edward I. Daniel, on the South by Highway No. 61 and by lands of Mrs. T. J. Mahoney and on the West by Robert Harrison Daniel. Said land being Lot No. 15 of the subdivision of Beauchamp Plantation.

Being the same property acquired by Robert Harry Daniel, Jr., from Robert Harrison Daniel by that certain Act dated June 13, 1951 recorded in COB 48, folio 75 of the Conveyance Records of West Feliciana Parish, State of Louisiana.

LESS AND EXCEPT: 4.03 acres donated to Brenda Daniel Hosea dated August 5, 1986, registered as original document #35030 and recorded in Conveyance Book 98 at page 157 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.

(2) Ownership:

Ruffin Brian Daniel - An undivided 9.1125 acre interest plus an undivided 1/4th interest of the balance of decedent's 1/2 community interest subject to the the usufruct of Robert Harry Daniel, Jr.

Robert Edward Daniel - An undivided 1/4th interest of the balance of decedent's 1/2 community interest after deducting the 9.1125 interest acquired by Ruffin Brian Daniel subject to the usufruct of Robert Harry Daniel, Jr.

Brenda Daniel Hosea - An undivided 1/4th interest of the balance of decedent's 1/2 community interest after deducting the 9.1125 interest acquired by Ruffin Brian Daniel subject to the usufruct of Robert Harry Daniel, Jr.

Barry Eugene Daniel - An undivided 1/4th interest of the balance of decedent's 1/2 community interest after deducting the 9.1125 interest acquired by Ruffin Brian Daniel subject to the usufruct of Robert Harry Daniel, Jr.

to the following described property, to-wit:

- a) A certain tract or parcel of land containing 26.67 acres, more or less, situated in Sections 45 and 46, T3S-R3W, Ward 2, and being more particularly described as beginning at the intersection at the East right-of-way line of Highway 61 and North right-of-way line of Old Jackson Road, thence North 66' 0" East, 6.09 chains to the southwest corner of Starhill Cemetery, thence North 4° 30' East, 4.03 chains to the Northwest corner, thence North 74° 24' East, 2.74 chains to the Northeast corner, thence South 1° 30' East, 3.40 chains to the Southeast corner, thence South 66° 0' West, 3.32 chains to point of beginning, thence from the southeast corner of said cemetery North 55° 30' East, 7.6 chains, thence North 40° 30' East, 4.69 chains to corner at bridge, thence North 59° 0' West, 8.58 chains to corner on 2 Oaks & Sour Apple, thence South 27° 0' West, 3.89 chains to corner on Bayou, thence North 81° 30' West, 21 chains to corner of Gum, thence South 1° 30' East, 1.72 chains to corner at the intersection of East right-of-way line of Highway 61, thence along said East right-of-way line 37° 0' East, 6.6 chains thence South 38° 45' East, 6.57 chains, thence South 47° 30' East, 5.3 chains to point of beginning.

LESS AND EXCEPT: 0.549 acres donated to the Star Hill Cemetery Society by act of donation dated October 19, 1978, registered as original document #18594 and recorded in Conveyance Book 70 at page 683 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.

LESS AND EXCEPT: 1.34 acres in Section 45, T3S-R2W donated to Ruffin Brian Daniel by act of donation dated May 11, 1992, registered as original document #45,662 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.

Being the same property acquired by Robert Harry Daniel, Jr. from Stephen P. Dart by that certain act dated September 11, 1974, recorded in Notarial Record Book 65, folio 240 of the Notarial Records of West Feliciana Parish, Louisiana.

(3) Ownership:

Robert Edward Daniel - An undivided 1/4th interest of the decedent's 1/2 community interest subject to the usufruct of Robert Harry Daniel, Jr.

Ruffin Brian Daniel - An undivided 1/4th interest of the decedent's 1/2 community interest subject to the usufruct of Robert Harry Daniel, Jr.

Brenda Daniel Hosea - An undivided 1/4th interest of the decedent's 1/2 community interest subject to the usufruct of Robert Harry Daniel, Jr.

Barry Eugene Daniel - An undivided 1/4th interest of the decedent's 1/2 community interest subject to the usufruct of Robert Harry Daniel, Jr.

to the following described property, to-wit:

- a) A certain tract or parcel of land containing 5.15 acres, more or less, and situated in Sections 22 & 46, T3S-R2W, St. Helena Meridian, GLD, West Feliciana Parish, Louisiana. The tract herein described is designated as "Lot A-1" on a map of survey by Walter C. Snyder, Registered Land Surveyor, entitled "Plat Showing Survey and Division of 50.00 acre Lot A, R. H. Daniel, Sr., Estate into 5.15 ac. Lot A-1, 21.18 Ac. Lot A-2, 23.57 Ac. Lot A-3, Secs. 22 & 46, T3S-R2W, G.L.D., West Feliciana Parish, Louisiana."

The tract herein described is bounded on the North by Lot 2 of the division of the lands of R. H. Daniel. Sr. (See map of survey annexed to an act entitled "Agreement of Exchange, Boundary and Partition", registered as original document #12,013, recorded in Notarial Record Book 63 folio 576), on the East by Lot A-2 of this survey owned by Robert E. Daniel and Jane Davis Smith Daniel, on the South by lands of R. H. Daniel, Jr. and on the West by Lot 15 of the partition of the Beauchamp Plantation now owned by R. H. Daniel, Jr. Being the same property acquired by Lessors in that certain Act of Cash Sale dated January 12, 1977 and recorded February 16, 1977 at Conveyance Book 67, folio 72 in the Records of the Clerk and Recorder for West Feliciana Parish, Louisiana.

(4) Ownership:

Robert Edward Daniel - An undivided 1/4th interest of the decedent's 1/2 community interest subject to the usufruct of Robert Harry Daniel, Jr.

Ruffin Brian Daniel - An undivided 1/4th interest of the decedent's 1/2 community interest subject to the usufruct of Robert Harry Daniel, Jr.

Brenda Daniel Hosea - An undivided 1/4th interest of the decedent's 1/2 community interest subject to the usufruct of Robert Harry Daniel, Jr.

Barry Eugene Daniel - An undivided 1/4th interest of the decedent's 1/2 community interest subject to the usufruct of Robert Harry Daniel, Jr.

to the following described property, to-wit:

a) An undivided 1/2 interest in and to the following described property, to-wit:

i) A certain tract or parcel of land containing 34.76 acres, more or less, located in Section 41 and/or 103, T3S-R2W, West Feliciana Parish, Louisiana, and being bounded now or formerly, as follows to-wit: North by lands formerly of Mrs. S. H. Barrow and Aaron Schlesinger, and the Hazelwood Plantation; East by E. I. Daniel and William J. Davis; South by lands of William J. Davis; and on the West by the Independence Plantation; said land being a portion of Lot 9 of the Beauchamp Plantation. Being the same property acquired by Robert Harry Daniel, Jr. et al by that certain act dated November 3, 1953 at Notarial Record Book 48, page 420 of the notarial records of West Feliciana Parish, Louisiana.

ii) A certain tract or parcel of land containing 4 acres, more or less, situated in Section 41 and/or 103, T3S-R2W, West Feliciana Parish, Louisiana and being bounded now or formerly as follows to-wit: North by Tract 1 above; East by William J. Davis; South by Highway #61 and on the West by E. Dedon. Said land being a portion of Lot 14 of the Beauchamp Plantation and being the same property acquired by Robert Harry Daniel, Jr., et al by that certain act dated November 3, 1953 at Notarial Record Book 48, page 420 of the notarial records of West Feliciana Parish, Louisiana.

iii) A certain tract or parcel of land containing 22 acres, more or less, situated in Section 41, T3S, R2W, Second Ward of West Feliciana Parish, Louisiana, and being bounded now or formerly as follows to-wit: North by lands of Robert L. Dedon; East by lands of Daniel & Truitt, Inc. known as Oakley Plantation; South by lands of Robert Harrison Daniel, Sr. and West by lands of Ruffin W. Hamilton. Being the same property acquired by Robert Harry Daniel, Jr. by that certain act dated February 29, 1960 recorded in Notarial Record Book 53 at page 403 of the Notarial Records of West Feliciana Parish, Louisiana.

(5) Ownership:

Robert Edward Daniel - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

Ruffin Brian Daniel - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

Brenda Daniel Hosea - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

Barry Eugene Daniel - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

to the following described property, to-wit:

a) An undivided 1/4th interest in and to the following described property, to-wit:
A certain tract of land known as Mount Vernon Plantation and bounded on the North by the Forest Plantation and lands of Mrs. Martha R. Lapeze, on the

East by Thompson's Creek, South by Fancy Point Plantation and West by lands of J. F. Ard, lands of the heirs of E. I. Daniel, lands of R. H. Daniel and lands of the heirs of Mrs. A. G. Lorio. Said tract of land is composed of all of Sections 46, 57 and all that part of Section 48, lying east of the high ridge which is the West boundary of Section 46, and is the eastern boundary of Section 68 and which extends south through Section 48, and all that part of Section 43, thence North 8° 30' East, a distance of 11 chains to the intersection of the St. Francisville Road with the East line of Section 43 thence North 82° West, 58 chains to the southeast corner of Section 44, all in Township 4 South - Range 2 West, and containing 1377.83 acres, more or less.

LESS AND EXCEPT 642.80 acres thereof sold by Robert Harrison Daniel, et al to Crown Zellerbach Corporation by Act of Sale dated April 20th, 1957 and registered as Original Document Number 1143 of the records of West Feliciana Parish, Louisiana.

(6) Ownership:

Robert Edward Daniel - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

Ruffin Brian Daniel - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

Brenda Daniel Hosea - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

Barry Eugene Daniel - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

to the following described property, to-wit:

a) TRACT 3-A-2-A:

A certain piece or parcel of land together with all buildings and improvements thereon and all rights, ways, privileges, servitudes, prescriptions and advantages thereunto belonging or in anywise appertaining, situated in Section 90, T2S, R2W, GLD, West Feliciana Parish, Louisiana, said tract of land containing 1.94 acres, more or less and is more particularly shown and described as Tract 3-A-2-A on a map or plat of survey prepared by Walter C. Snyder, RLS, dated November 6, 1985 and revised October 2, 1991 and entitled "Plat Showing Division of 5.43 Acre Tract 3A, Bush Hill Plantation Into 1.00 Ac Tract 3-A-1 + 4.43 Ac Tract 3-A-2, Sec. 90, T2S, R3W, GLD, West Feliciana Parish, Louisiana for James Wayne Borders" as revised by provision dated October 2, 1991 to show resubdivision of 4.43 Ac. Tract 3-A-2 into 1.94 Ac Tract 3-A-2-A and 2.49 Ac Tract 3-A-2-B for Harry Daniel, Jr., a blue line copy attached hereto and forming part hereof.

According to said plat of survey, Tract 3-A-2-A can be more fully described as follows:

Commencing at a point located at a point of intersection of the West right-of-way line of Louisiana Highway 66 and the thalweg of Jones Creek, thence continuing along the West right-of-way line of U. S. Highway 66, South 19° 08' 34" East, a distance of

134.73 feet to a point monumented by a Louisiana Department of Highway monument, thence continuing the west right-of-way of U. S. Highway 66, South 12° 54' 49" East, a distance of 155 feet to a point and corner monumented by an iron pipe, thence leaving the highway right-of-way West a distance of 233.65 feet to a point and corner monumented by an iron pipe and being the northwest corner of Tract 3-A-1 identified on said plat, thence South 23° 38' 46" East, a distance of 91.44 feet to a point and corner, thence West a distance of 118.89 feet to a point and corner located in the thalweg of Jones Creek, thence continuing along the thalweg of Jones Creek with the following courses and distances:

N 25° 33' 44" West	175.30 feet to a point
N 24° 58' 50" East	90.63 feet to a point
N 41° 23' 10" East	49.13 feet to a point
N 76° 37' 49" East	165.59 feet to a point
N 55° 05' 33" East	94.47 feet to a point and corner

monumented by an iron and being the POINT OF BEGINNING.

Said tract is bounded on the North and West by the thalweg of Jones Creek, on the East by the west right-of-way line of U. S. Highway 66 and on the South by Tract 3-A-1 and Tract 3-A-2-B of said survey.

(7) Ownership:

Robert Edward Daniel - An undivided 27.72321 acre interest in the property plus an undivided 1/4 interest of the balance of the decedent's 1/2 community interest subject to the usufruct of Robert Harry Daniel, Jr.

Ruffin Brian Daniel - An undivided 1/4th interest of the balance of the decedent's 1/2 community interest, after deducting the 27.72321 acre interest acquired by Robert Edward Daniel, subject to the usufruct of Robert Harry Daniel, Jr.

Brenda Daniel Hosea - An undivided 1/4th interest of the balance of the decedent's 1/2 community interest, after deducting the 27.72321 acre interest acquired by Robert Edward Daniel, subject to the usufruct of Robert Harry Daniel, Jr.

Barry Eugene Daniel - An undivided 1/4th interest of the balance of the decedent's 1/2 community interest, after deducting the 27.72321 acre interest acquired by Robert Edward Daniel, subject to the usufruct of Robert Harry Daniel, Jr.

to the following described property, to-wit:

- a) A certain piece or parcel of land containing 334.77 acres, situated in Sections 46 and 47, Township 1 South, Range 3 West, and Section 85, Township 2 South, Range 3 West, all of the St. Helena Meridian in the Greensburg Land District. The said tract is more particularly shown and described as TRACT D on a map or plat of survey by Walter C. Snyder, R.L.S., dated March 23, 1976 entitled "Plat Showing Survey and Division of the Carver Tract in Sections 46 and 47, T1S, R3W, and Section 85, T2S, R3W, G.L.D." as follows:

Commencing at a point marked by a grate bar, which point is located at the Northeast corner of Section 38 and the Southeast corner of Section 85, both Sections in Township 1 South, Range 3 West, St. Helena Meridian, thence with the Section line between Sections 38 and 39, T1S, R3W, South 21°

30' East a distance of 2,055.23' to a point located at the Northeast corner of Section 44 and the Southeast corner of Section 38, T1S, R3W, thence with the section line between Section 44 and Section 39, T1S, R3W, South 22° East a distance of 429.00' to a point located at the Northwest corner of Section 43 and the Southwest corner of Section 39, T1S, R3W, thence with the section line between Section 44 and Section 43, T1S, R3W, South 23° 15' East a distance of 1,490.94' to a point located at the Southeast corner of Section 44 and the Northeast corner of Section 46, T1S, R3W, thence with the section line between Section 46 and Section 43, T1S, R3W, South 23° 15' East a distance of 393.89' to a point, which point is the POINT OF BEGINNING.

Thence from the POINT OF BEGINNING, with the section line between Section 46 and Section 43, T1S, R3W, South 23° 15' 00" East a distance of 1,685.11' to a point, thence South 23° 15' 00" East a distance of 2,519.06' to a point and corner, which point is located on the township line between Township 1 South and Township 2 South, Greensburg Land District, thence with the section line between Section 85 and Section 84, T2S, R3W, South 68° 15' 00" West a distance of 3,523.49' to a point and corner, which point is located on the centerline of Louisiana Highway 66, thence, with the centerline of Louisiana Highway 66, North 36° 03' 55" West, a distance of 492.91' to a point and corner, thence with the centerline of Louisiana Highway 66, North 36° 02' 11" West, a distance of 992.12' to a point and corner, thence with the centerline of Louisiana Highway 66 North 35° 49' 06" West a distance of 734.61' to a point and corner, thence with the centerline of Louisiana Highway 66 North 36° 04' 04" West a distance of 45.59' to a point and corner, thence, leaving the centerline of Louisiana Highway 66, North 53° 55' 56" East a distance of 100' to a point and corner, thence North 53° 55' 56" East a distance of 525.50' to a point and corner, thence North 27° 11' 15" West a distance of 1,560.89' to a point and corner, thence North 66° 88' 14" East, a distance of 580.43' to a point and corner, thence North 66° 14' 29" East a distance of 595.54' to a point and corner, thence North 64° 44' 55" East a distance of 317.58' to a point and corner, thence North 65° 28' 34" East a distance of 754.54' to a point and corner, thence North 63° 08' 12" East a distance of 616.62' to a point and corner, thence North 53° 08' 23" East a distance of 407.67' to corner, thence North 59° 39' 49" East a distance of 247.97' to a point and corner, thence North 59° 39' 49" East a distance of 13.47' to the POINT OF BEGINNING.

LESS AND EXCEPT:

.75 Acres sold to Dr. Fred Thomas, et al by act of cash sale dated August 12, 1976, registered as original document #15375, and recorded in Conveyance Book 66 at page 387 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.

Being the same property acquired by Robert Harry Daniel, Jr. from James D. Wood, et al by sale with mortgage dated December 11, 1975, registered as original document #14712 and recorded in Conveyance Book 66 at page 78 and as correct by Agreement of Boundary & Deposit dated June 15, 1976, registered as original document #15338A and recorded in

Conveyance Book 66 at page 363 all of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.

(8) Ownership:

Robert Edward Daniel - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

Ruffin Brian Daniel - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

Brenda Daniel Hosea - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

Barry Eugene Daniel - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

- a) A certain tract or parcel of land containing 512.96 acres, situated in Sections 44, 46, 38 and 85, Township 1 South, Range 3 West, St. Helena Meridian, West Feliciana Parish, Louisiana, and being all of that portion of the Rosebank Plantation in West Feliciana Parish, Louisiana, lying East of the centerline of La. Hwy. 66 except for a 10.0 acre portion thereof sold by Mrs. Anne Buchanan Smart, et al to Kenneth Scullin, (and now owned by Tom McVea) by Act of Sale dated June 10, 1972, registered as original document #11,498 and recorded in Notarial Record Book 63, Page 366, all of the Conveyance Records of West Feliciana Parish, and being bounded, now or formerly, as follows: North by lands of K. G. Farms, Inc.; East by lands of Mrs. Rosalie Noland; South by the Carver Tract, formerly Mrs. Mary Brandon Woods; and West by the centerline of La. Hwy. 66.

LESS AND EXCEPT:

- 1) .69 acre acquired by Anne B. Smart by Act of Partition dated August 20, 1981, registered as original document #24423 and recorded in Conveyance Book 80 at page 682 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.
- 2) .55 acre acquired by Union Bethel AME Church by act of donation dated November 15, 1993, registered as original document #48964 and recorded in Conveyance Book 120 at page 222 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.
- 3) 30.02 acres acquired by David M. Walker, Inc., Money Pension Plan by act of sale dated April 8, 1991, registered as original document #43859 and recorded in Conveyance Book 112 at page 554 of the official records of the Clerk of Court of West Feliciana Parish, Louisiana.

Being the same property in which Harry Daniel, Jr., et ux herein acquired an interest from Succession of A. B. Smart in that certain Act of Sale executed May 30, 1989, as recorded in Notarial Record Book 107, Page 664, under Original No. 40,155 and in that certain Cash Sale from Belle B. Pierpont, et al executed June 1, 1974, as recorded in Notarial Record Book 63, Page 37 under the Original No. 13,259 of the records of West Feliciana Parish, La.

(9) Ownership:

Robert Edward Daniel - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

Ruffin Brian Daniel - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

Brenda Daniel Hosea - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

Barry Eugene Daniel - An undivided 1/4th of 1/2 interest in the property subject to the usufruct of Robert Harry Daniel, Jr.

a) House situated on the property described above as Item (8) a).

(10) Ownership:

Robert Edward Daniel - An undivided 1/4th of 1/2 interest in the following subject to the usufruct of Robert Harry Daniel, Jr.

Ruffin Brian Daniel - An undivided 1/4th of 1/2 interest in the following subject to the usufruct of Robert Harry Daniel, Jr.

Brenda Daniel Hosea - An undivided 1/4th of 1/2 interest in the following subject to the usufruct of Robert Harry Daniel, Jr.

Barry Eugene Daniel - An undivided 1/4th of 1/2 interest in the following subject to the usufruct of Robert Harry Daniel, Jr.

a) 711 shares of Stock with the Bank of Zachary, Zachary, Louisiana

b) 400 shares of stock with the Bank of St. Francisville, St. Francisville, La.

c) 378 shares of stock with City National Bank, Baton Rouge, Louisiana

d) Bank of St. Francisville, Checking Account #10-0814-5 in the name of Harry Daniel, Jr.

e) Bank of St. Francisville, Checking Account #10-1555-9 in the name of Harry Daniel, Jr.

f) Bank of St. Francisville, Savings Account #20-5577-6 in the name of Harry Daniel, Jr.

g) Bank of Commerce Checking Account, #102825-1 in the name of Harry Daniel, Jr.

h) Bank of Commerce Savings Account #20-2853-6 in the name of Harry Daniel, Jr. or Mrs. Harry Daniel, Jr.

i) Farm Machinery and Equipment

j) 450 Cows

k) 25 Bulls

l) 42 Bred Heifers

- m) 50 Yearling Heifers
- n) 325 Calves
- o) 1 Horse
- p) Miscellaneous household furniture

All banks bankers, and trust companies, and all persons, firms, corporations whomsoever having in their possession or under their control any property of any description whatsoever belonging to the decedent or in which she has an interest are hereby authorized and directed to deliver the same to the heirs therein mentioned in accordance with their several interests.

JUDGMENT RENDERED, READ AND SIGNED in chambers in ~~St~~
~~Francisville~~, Louisiana, this 17 day of June, 1996.

William F. Kline, Jr.
 JUDGE

CERTIFIED
 TRUE COPY
 JUN 17 1996
 BY [Signature]
 Dy. Clerk of Court

70627
 FILED FOR RECORD
 AT 3:15 P.M.

JUN 17 1996
 BY [Signature]
 DEPUTY CLERK OF COURT

RECORDED IN Conv. BOOK 127
 DATE 6-18 1996 PAGE 953
[Signature]
 DEPUTY CLERK AND RECORDER

05112 G-N-70 TRANSMISSION

Tract 1
8.18 Acres

SERVITUDE AGREEMENT

STATE OF LOUISIANA

PARISH OF West Feliciana

THIS SERVITUDE granted this 17th day of November, 1978,
by Margaret Daniel Rountree, Edward J. Daniel and R.H. Daniel

hereinafter called "Grantor", to GULF STATES UTILITIES COMPANY, a Texas corporation, hereinafter called "Grantee", WITNESSETH that for and in consideration of the mutual and public benefits to be derived from this grant, and the further consideration of the value of the electric lines and the value of the land Dollars cash in hand paid by Grantee to Grantor, Grantor has granted, sold and conveyed without any warranty whatsoever unto Grantee, the right, privilege, and real servitude to enter upon and to erect, construct, ~~maintain~~ maintain, inspect, operate, replace, remove, repair and patrol **two (2) lines of wood or metal structures, for four (4) circuits, only**

with conductors, wires, crossarms, guy wires, ~~connections~~ stubs and other usual, necessary or proper fixtures for the transmission of electricity, ~~together with all necessary foundations, anchors and braces to properly support the same, and the right to place anchors and guy wires outside the described servitude in sufficient numbers to adequately brace its structures any place or places where such described servitude makes an angle, with the right to replace wood structures with metal structures and metal structures with wood structures at any time and from time to time without further payment, upon, over and across a strip of land out of the following described tract, situated in the Parish of~~ West Feliciana, State of Louisiana:

That certain tract or parcel of land located in Section 67, T-4-S, R-2-E, bounded now or formerly as follows: North by Gulf States Utilities Company, west by the Mississippi River and south and east by other lands of Grantor

which strip of land upon which said servitude is granted is more particularly described as 100 feet on each side of the following described centerline and continuations or projections thereof, insofar as same may be embraced within the boundaries of the above described tract, said centerline being more particularly described as follows:

Beginning at a point in Grantor's north line, same being the north line of Section 67, T-4-S, R-2-E, 2049.3 feet easterly from the northwesterly corner of Grantor's property at the Mississippi River;

THENCE S 79° 12' 23" W 1781.2 feet to a point of exit at the Mississippi River 753.2 feet southerly from the same above described northwesterly corner of Grantor's property.

GRANTOR shall be permitted to erect, locate or permit the erection or location of any structure or object of any type whatever within the servitude so long as the erection, location or construction of the structure or object does not come within 25 feet of the base of Grantee's tower and so long as it does not interfere with the servitude herein granted, except storage facilities for petrochemicals or similar products of a highly flammable nature which could foreseeably endanger the conductors of Grantee to be constructed and so long as said structure or structures does not interfere with the tower or conductors to be constructed on the property covered by the servitude herein granted. This servitude is granted subject to all cemeteries and servitudes whether or not of record.

*Except as provided below

See plat, sketch, or aerial photo attached hereto and made a part hereof.

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

GRANTOR RETAINS the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within a distance of 100 feet from the said centerline of the above described servitude, but Grantor may fence any or all of the said property. Grantee shall have ingress and egress at any and all times to, from and along the said land covered by the said servitude.

GRANTEE SHALL pay to Grantor for damage to Grantor's growing crops, buildings and other structures, roads, bridges and fences caused in the construction, operation and/or maintenance of said electric lines.

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

This agreement is in the nature of a covenant running with the land, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

WITNESS the signature of the Grantor on the day, month and year first above written.

Witnesses as to Grantor:

Shelone W. Daniel
Joseph P. Rountree
Charles M. Sady
Shelone W. Gabriel

Margaret Daniel Rountree
Edward J. Daniel

R.H. Daniel 209

18757

08U112.0-11-70 TRANSMISSION

STATE OF LOUISIANA

PARISH OF West Feliciana

BEFORE ME, the undersigned authority, personally came and appeared Helene W. Daniel

who being by me first duly sworn, deposed and said:

That she is one of the subscribing witnesses to the foregoing instrument; that Margaret Daniel Reuter Edward St. Daniel and R. H. Daniel Grantor named in the instrument, signed the same in the presence of appearer and in the presence of Joseph J. Reuter and Clarence W. Bailey Jr. the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

Helene W. Daniel
Appearing Witness

SWORN TO AND SUBSCRIBED before me at St. Francis, Louisiana, on this 17th day of November, 1978.

[Signature]
Notary Public

STATE OF LOUISIANA

PARISH OF _____

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

who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that _____ Grantor named in the instrument, signed the same in the presence of appearer and in the presence of _____ the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

Appearing Witness

SWORN TO AND SUBSCRIBED before me at _____, Louisiana, on this _____ day of _____, 19_____.

Notary Public

STATE OF LOUISIANA

PARISH OF _____

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

who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that _____ Grantor named in the instrument, signed the same in the presence of appearer and in the presence of _____ the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

Appearing Witness

SWORN TO AND SUBSCRIBED before me at St. Francis, Louisiana, on this _____ day of November, 1978.

Felicita A. Liche
Notary Public
By Clerk + Rec -

*Recorded in St. Francis Parish, Pt. 71
Page 209
Nov. 20, 1978
Anna Doudle, 14 Clerk + Recorder*

STATE OF _____

PARISH (OR COUNTY) OF _____

ON THIS _____ day of _____, 19_____, before me personally appeared _____

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.
(he) (she) (they) (his) (her) (their)

Notary Public

210

CGU112, 1-11-70 TRANSMISSION R/W

See plat, sketch, or aerial photo attached hereto and made a part hereof.

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

GRANTOR RETAINS the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within a distance of _____ feet from the said centerline of the above described servitude but Grantor may fence any or all of the said property. Grantee shall have ingress and egress at any and all times to, from and along the said land covered by the said servitude.

GRANTEE SHALL pay to Grantor for damage to Grantor's growing crops, buildings and other structures, roads, bridges and fences caused in the construction, operation and/or maintenance of said electric lines.

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

This agreement is in the nature of a covenant running with the land, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

WITNESS the signature of the Grantor on the day, month and year first above written.

WITNESSES as to Grantor:

Thelma W. Daniel
Joseph D. Reutter
Clara M. Bailey
Thelma W. Daniel

GRANTOR:

Margaret Daniel Reutter
Edward Daniel
R.H. Daniel

STATE OF LOUISIANA

PARISH OF *West Feliciana*

BEFORE ME, the undersigned authority, personally came and appeared *Thelma W. Daniel* who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that *Margaret Daniel Reutter, Edward Daniel and R.H. Daniel* Grantor named in the instrument, signed the same in the presence of appearer and in the presence of *Joseph D. Reutter and Clara M. Bailey* the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

Thelma W. Daniel
Appearing Witness

SWORN TO AND SUBSCRIBED before me at *A. Jamill*, Louisiana, on this *17th* day of *November*, 19 *78*

Thomas D. Davis
Notary Public

FILED FOR RECORD

Nov 2 1978

Felicia O. Liche
Clerk and Recorder

Recorded in Notarial Book 71, page 207 Nov - 30, 1978 Anna Sayle of Clerk & Recorder

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OSU112. 1-11-70 TRANSMISSION R/W

See plat, sketch, or aerial photo attached hereto and made a part hereof.

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

GRANTOR RETAINS the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within a distance of _____ feet from the said centerline of the above described servitude but Grantor may fence any or all of the said property. Grantee shall have ingress and egress at any and all times to, from and along the said land covered by the said servitude.

GRANTEE SHALL pay to Grantor for damage to Grantor's growing crops, buildings and other structures, roads, bridges and fences caused in the construction, operation and/or maintenance of said electric lines.

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

This agreement is in the nature of a covenant running with the land, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

WITNESS the signature of the Grantor on the day, month and year first above written.

WITNESSES as to Grantor:

Thelma W. Daniel
Joseph F. Dentree
Clarence M. Bailey
Thelma W. Daniel

GRANTOR:

Margaret Daniel Dentree
Edward Daniel
R.H. Daniel

STATE OF LOUISIANA

PARISH OF *West Feliciana*

BEFORE ME, the undersigned authority, personally came and appeared *Thelma W. Daniel*

who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that *Margaret Daniel Dentree, Edward Daniel and R.H. Daniel* Grantor named in the instrument, signed the same in the presence of appearer and in the presence of *Joseph F. Dentree and Clarence M. Bailey*, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

Thelma W. Daniel
Appearing Witness

SWORN TO AND SUBSCRIBED before me at *St. Daniel*, Louisiana, on this *17th* day of *November*, 19 *78*.

John A. Davis
Notary Public

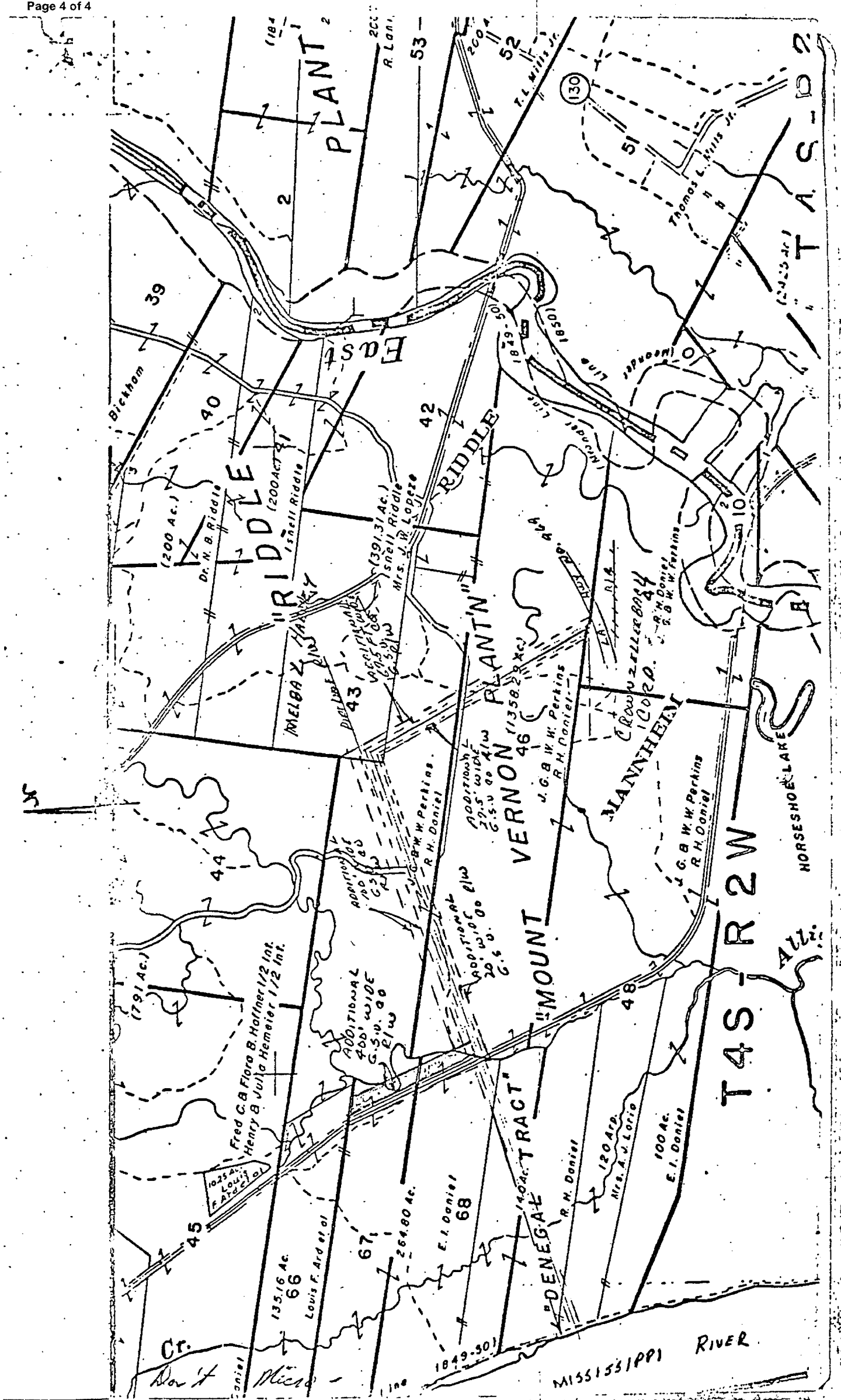
FILED FOR RECORD

Nov. 2 1978

Felicia A. Liche
By Clerk and Recorder

Recorded in Notarial Book 71, page 207. Nov. 30, 1978 Anna Sayle of Clerk's Office

208



CEVILLE 1-11-70 TRANSMISSION R/W

SERVITUDE AGREEMENT

STATE OF LOUISIANA

PARISH OF West Feliciana

THIS SERVITUDE granted this 17th day of November, 1978.

by Margaret Daniel Reuter, Edward D. Daniel and R. Daniel G.

hereinafter called "Grantor" to GULF STATES UTILITIES COMPANY, a Texas corporation, hereinafter called "Grantee", WITNESSETH that for and in consideration of the ~~mutual and public benefits to be derived from this grant~~ and the further consideration of Five Hundred Dollars (and) Five Dollars Dollars cash in hand paid by Grantee to Grantor, Grantor has granted, sold and conveyed with ~~full warranty and subrogation~~ unto Grantee, the right, privilege, and real servitude to enter upon and to erect, construct, extend, maintain, inspect, operate, replace, remove, repair and patrol lines of wood or metal structures which may be constructed simultaneously or at any time in the future, number of lines and circuits to be limited as shown in description below.

with conductors, wires, crossarms, guy wires, conduits, stubs and other usual, necessary or proper fixtures for the transmission of electricity, and for Grantee's overhead and/or underground communications, together with all necessary foundations, anchors and braces to properly support the same, and the right to place anchors and guy wires outside the described servitude in sufficient numbers to adequately brace its structures any place or places where such described servitude makes an angle, with the right to replace wood structures with metal structures and metal structures with wood structures at any time and from time to time without further payment, upon, over and across a strip of land out of the following described tract, situated in the Parish of West Feliciana, State of Louisiana:

A certain piece or parcel of land, together with the buildings and improvements thereon, and all the rights, ways, privileges and appurtenances thereunto belonging or in any wise appertaining, situated in the Second Ward of the Parish of West Feliciana, State of Louisiana, known as the Mount Vernon Plantation, and bounded on the north by the Forest Plantation and lands of Mrs. Martha Riddle Lapeze, on the east by Thompson's Creek, on the south by Crown Zellerbach or assigns, and on the west by lands of the heirs of L. O. Bickham, lands of the heirs of E. I. Daniel, lands of R. H. Daniel, and lands of the heirs of Mrs. A. G. Lorio.

which strip of land upon which said servitude is granted is more particularly described as ~~XXXXXXXXXXXXXXXXXXXX~~ follows:

- I. A servitude 100 feet wide for one (1) line and one (1) circuit - Centerline entering at a point on the east line of the existing 100 foot wide servitude granted Grantee by Grantor on November 25, 1969, and recorded in Conveyance Book 61, Entry 9640 of the records of West Feliciana Parish, Louisiana, said point being located 26 feet north of the intersection of said east line of the existing 100 foot right of way line with the northerly line of the existing pipeline right of way; Thence N 69° 10' 30" E, parallel with the existing pipeline right of way, a distance of 5110 feet and exit on the west line of the M. L. Harvey tract.
- II. A servitude 67.5 feet wide for one (1) line and one (1) circuit - Beginning at a northerly line of said tract, also being the southerly line of the M. L. Harvey tract; Thence S 28° 13' 30" E, parallel and adjacent to the east line of the existing 150 foot wide servitude granted Grantee by Grantors on August 24, 1969, and recorded in Conveyance Book 60, Entry 8216 of the records of West Feliciana Parish, Louisiana, for a distance of 3525 feet, more or less, and exit on the southerly line of said tract, also being the northerly line of La. Highway No. 964.

202

#18754

III. A servitude 27.5 feet wide one (1) line and two (2) circuits - Entering on the south line of said tract, also being a north line of the Crown Zellerbach Corporation tract;

Thence N 28° 00' W 3605 feet, more or less, parallel and adjacent to the west line of the existing 60 foot wide servitude, granted to Grantee by Grantor on November 25, 1969, and recorded in Conveyance Book 61, Entry 9649 of the records of East Feliciana Parish, Louisiana, to a point on the north line of this tract, also being the south line of the Melba L. Harvey tract;

Thence continue N 28° 00' W, through the Melba L. Harvey tract a distance of 300 feet, more or less, and angle;

Thence S 69° 10' 30" W, a distance of 425 feet, more or less, and re-enter said tract on the south line of the Harvey tract and a north line of this tract;

Thence begin a 20 foot wide servitude and continue S 69° 10' 30" W, parallel and adjacent to the south line of said existing 60 foot wide servitude for a distance of 5209 feet, more or less, and terminate at a point where said existing 60 foot wide servitude's south line makes an angle.

IV. A servitude 20 feet wide one (1) line and two (2) circuits - Beginning at a point on the east line of the 100 foot servitude mentioned in "I",

Thence N 69° 10' 30" E, parallel and adjacent to the north line of the existing 150 feet wide servitude mentioned in "II" for a distance of 5030 feet, more or less, and exit on the said M. L. Harvey tract.

This servitude is granted subject to the rights of any parties in connection with any cemeteries located within its boundaries, and subject to all prior existing servitudes whether or not of record.

This instrument is the grant of this servitude only, and is not to be construed as either adding to or detracting from any rights or obligations, including the accrual of prescription on or in any previously granted servitudes.

The grantee shall have the right to construct only one communications circuit which is to be underground and at a depth so as not to interfere with grantors' operations and in no event less than 36".

See plat, sketch, or aerial photo attached hereto and made a part hereof.

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

GRANTOR RETAINS the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within a distance of _____ feet from the said centerline of the above described servitude but Grantor may fence any or all of the said property. Grantee shall have ingress and egress at any and all times to, from and along the said land covered by the said servitude.

GRANTEE SHALL pay to Grantor for damage to Grantor's growing crops, buildings and other structures, roads, bridges and fences caused in the construction, operation and/or maintenance of said electric lines.

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

This agreement is in the nature of a covenant running with the land, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

WITNESS the signature of the Grantor on the day, month and year first above written.

WITNESSES as to Grantor:

GRANTOR:

Shelma W. Daniel
Joseph S. Rouster
Shelma W. Daniel
Clarence M. Bailey

Margaret Daniel Rouster
Edward Daniel
R. H. Daniel Jr.

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, personally came and appeared Shelma W. Daniel

who being by me first duly sworn, deposed and said:

That she is one of the subscribing witnesses to the foregoing instrument; that Margaret Daniel Rouster, Edward Daniel and R. H. Daniel Jr. Grantor, named in the instrument, signed the same in the presence of appearer and in the presence of Joseph S. Rouster and Clarence M. Bailey, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

Shelma W. Daniel
Appearing Witness

SWORN TO AND SUBSCRIBED before me at St. Francis, Louisiana, on this 17th day of November, 1978.

Thomas J. Davis
Notary Public

FILED FOR RECORD

Nov 21 1978

Felicia P. Liche
Clerk and Recorder

Recorded in Interial
Book 71, page 202
Nov 30, 1978
Anne Joubert
by Clerk & Recorder

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SERVITUDE FORM-LOUISIANA

SERVITUDE AGREEMENT

STATE OF LOUISIANA

PARISH OF WEST FELICIANA

THIS SERVITUDE granted this 25th day of NOVEMBER, 19 69, by EDWARD I. DANIEL, ROBERT H. DANIEL, MARGARET D. ROUNTREE AND HARRY DANIEL, JR

hereinafter called "Grantor", to GULF STATES UTILITIES COMPANY, a Texas corporation, hereinafter called "Grantee", WITNESSETH that for and in consideration of the mutual and public benefits to be derived from this grant, and the

further consideration of EIGHT THOUSAND AND 00/100 (\$8,000.00) Dollars cash in hand paid by Grantee to Grantor, Grantor has granted, sold and conveyed with full warranty and subrogation, unto Grantee, the right, privilege, and servitude to enter upon and to erect, construct, extend, maintain, inspect, operate, replace, remove, repair and patrol a line of wood or metal structures for one circuit which may be erected simultaneously or at any time in the future

with conductors, wires, crossarms, guy wires, conduits, stubs and other usual, necessary or proper fixtures for the transmission of electricity, and ~~for Grantee's communications~~, together with all necessary foundations, anchors and braces to properly support the same, and the right to place anchors and guy wires outside the described servitude in sufficient numbers to adequately brace its structures any place or places where such described servitude make an angle, with the right to replace wood structures with metal structures and metal structures with wood structures at any time and from time to time without further payment, upon, over and across a strip of land out of the following described tract:

A certain piece or parcel or tract of land, together with the buildings and improvements thereon, and all the rights, ways, privilèges and appurtenances thereunto belonging or in any wise appertaining, situated in the Second Ward of the Parish of West Feliciana, State of Louisiana, known as the Mount Vernon Plantation, and bounded on the North by the Forest Plantation and lands of Mrs. Martha Riddle Lapeze, on the East by Thompson's Creek, on the South by Crown Zellerbach or assigns and on the West by lands of the heirs of L. O. Bickham, lands of the heirs of E. I. Daniel, lands of R. H. Daniel, and lands of the heirs of Mrs. A. G. Lorio.

situated in the Parish of West Feliciana, State of Louisiana, which strip of land upon which said servitude is granted is more particularly described as feet on each side of the following described center line and continuations or projections thereof, insofar as same may be embraced within the boundaries of the above described tract, said center line being more particularly described as follows:

62 117

First a small triangular-shaped servitude described by metes and bounds below:

Beginning at a point on the South line of this tract, also being a North line of the Crown Zellerbach Corporation at a point 231 feet Westerly along said South line from the Southeast corner of this tract;

THENCE N 44° 25' 29" E a distance of 58 feet and corner;

THENCE S 28° 00' E a distance of 45 feet and corner;

THENCE Westerly along the South line of said tract a distance of 62 feet and point of beginning.

Second a servitude 60 feet wide which said servitude granted is more particularly described as 30 feet on each side of the following described centerline and continuations or projections thereof, insofar as same may be embraced within the boundaries of the above described tract;

Centerline of said servitude entering the south line of this tract also being the North line of the Crown Zellerbach Corporation at a point 136 feet Westerly along said South line from the Southeast corner of this tract;

THENCE N 28° 00' W 3605 feet parallel and adjacent to an existing Gulf States Utilities servitude granted to Grantee by Grantor on August 24, 1968, and recorded in Conveyance Book 60, Entry 8218, in the Records of said Parish, to a point on a North line of this tract also being the South line of Melba L. Harvey tract;

THENCE continue N 28° 00' W through the said Harvey tract a distance of 348 feet, more or less and angle;

THENCE S 69° 10' 30" W a distance of 510 feet, more or less, and re-enter said tract on said South line of Harvey tract and a North line of this tract;

THENCE continue S 69° 10' 30" W parallel and adjacent to said existing 150' wide Gulf States Utilities Company right of way, a distance of 5029 feet and angle;

THENCE N 24° 04' 32" W a distance of 30 feet to the South line of said existing 150' wide right of way, at 180 feet the north line of said 150' wide right of way and begin a 100' wide right of way.

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

GRANTOR RETAINS the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type ~~whatever within a distance of _____ feet from the said center line of~~ the above described property, but Grantor may fence any or all of the said property. Grantee shall have ingress and egress at any and all times to, from and along the said land covered by the said servitude.

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

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

ALL THE AGREEMENTS and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

WITNESS the signature of the Grantor on the day, month and year first above written.

Witnesses as to Grantor:

John B. Cooper
J. J. Kuntze
Clarence M. Bailey Jr.

Edward Daniel
Robert H. Daniel
Margaret D. Rappaport

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared CLARENCE M. BAILEY, JR
who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument: that EDWARD J. DANIEL, ROBERT H. DANIEL, MARGARET D. ROUNTREE, HARRY DANIEL, JR. Grantor named in the instrument, signed the same in the presence of appearer and in the presence of V.L. ROUNTREE, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

Clarence M. Bailey, Jr.

SWORN TO AND SUBSCRIBED before me at BATON ROUGE, Louisiana, on this 26th day of NOVEMBER, 1969

Walter W. Kempf
Notary Public

*7642
Filed for Record Dec 3, 1969
with V. Daniel, Clerk - Recorder*

*Recorded in Notarial Book 61 FT
Page 93 Dec. 23, 1969
Anna Laule, City Clerk + Recorder*

STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned authority, personally came and appeared
who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument: that
Grantor named in the instrument, signed the same in the presence of appearer and in the presence of
the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

SWORN TO AND SUBSCRIBED before me at
Louisiana, on this
day of
19

Notary Public

STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned authority, personally came and appeared
who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument: that
Grantor named in the instrument, signed the same in the presence of appearer and in the presence of
the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

SWORN TO AND SUBSCRIBED before me at
Louisiana, on this
day of
19

Notary Public

Contract File No.

Right of Way No.	TO GULF STATES UTILITIES COMPANY	SERVITUDE AGREEMENT	Tract No.
Imp. Req. No.			Servitude No.
Voucher No.			

LIMITED TITLE CERTIFICATE

The undersigned hereby confirms to Entergy Gulf States Louisiana, LLC after an examination of the records of West Feliciana Parish, Louisiana in which the real property hereinafter described is situated, that:

- I. Based upon my search of the conveyance records of West Feliciana Parish from April 27, 1957 through April 7, 2015, I find the current ownership of the below described property to be as follows:

Tembec USA, L.L.C.
212 Sylvan Ave.
P.O. Box 2570
Toledo, OH 43606

Assessment# 1020011130A

Assessed Address
1011 Centre Rd. Suite 358
Wilmington, DE 19805-0000

Property Description:

A certain tract of land located in Sections 42, 43, 46, 47 and 48, T4S-R2W in West Feliciana Parish, La, being the remainder of several tracts of land being more particularly described in that Act of Sale from Crown Paper Co. to Tembec USA, L.L.C, filed for record on 6/19/2001 @ Instrument# 81938 in the records of West Feliciana Parish, La.

LESS AND EXCEPT 610.9 acres in a Sale from Tembec USA, LLC to West Feliciana Acquisition, LLC recorded 4/15/2009 at COB 171/302, Instrument #99379 in the records of West Feliciana Parish, La.

LESS AND EXCEPT 770 acres in a Sale from Tembec USA, LLC to Burton Land Investments, LLC recorded 9/13/2010 at COB 176/225, Instrument#102367 in the records of West Feliciana Parish, La.

Current owners' interest was acquired by the following deed or deeds:

<u>Instrument#</u>	<u>Act</u>	<u>Grantor</u>	<u>Grantee</u>	<u>File Date</u>
81938	Sale	Crown Paper Co.	Tembec USA, L.L.C.	6/19/2001

- II. Based on my search of the conveyance records of West Feliciana Parish from April 27, 1957 through April 7, 2015, I found the following servitudes and encumbrances which currently affect the above described property:

(N/A) A. **Right of Way Deed from Martha Lapeze, et al to State of La Highway Commission at COB 39 Pg.507, recorded 5/14/1936 in the records of West Feliciana Parish, La.**

(Pg.16) B. **Right of Way Easement from Lloyd Cobb, et al to Dixie Electric Membership Corporation at COB 46 Pg.347, recorded 7/26/1949 in the records of West Feliciana Parish, La.**

(Pg. 18) C. **Right of Way from Robert H. Daniel, et al to Texas Eastern Transmission Corp. at COB 49 Pg. 465, Instrument # 371, recorded 8/29/1955 in the records of West Feliciana Parish, La.**

(Pg.20) E. **Right of Way from Martha R. Lapeze, et al to Texas Eastern Transmission Corp. at COB 49 Pg. 568, Instrument # 468, recorded 10/20/1955 in the records of West Feliciana Parish, La.**

(Pg.32) F. **Right of Way from Crown Zellerbach Corporation to Police Jury of the Parish of West Feliciana at COB 51 Pg. 246, Instrument # 1253, recorded 7/15/1957 in the records of West Feliciana Parish, La.**

(Pg.57) G. **Right of Way and Servitude of Passage from Crown Zellerbach Corporation to St. Francisville Paper Company at COB 51 Pg. 435, Instrument # 1432, recorded 10/31/1957 in the records of West Feliciana Parish, La.**

(Pg.62) H. **Right of Way and Servitude from Crown Zellerbach Corporation to Gulf States Utilities Company at COB 51 Pg. 469, Instrument # 1468, recorded 12/6/1957 in the records of West Feliciana Parish, La.**

(Pg.67) I. **Right of Way and Servitude from Crown Zellerbach Corporation to Dept of Highways, State of La. at COB 51 Pg. 537, Instrument # 1544, recorded 2/7/1958 in the records of West Feliciana Parish, La.**

- (Pg.71) J. **Right of Way and Servitude from Crown Zellerbach Corporation to Illinois Central RR Company at COB 51 Pg. 574, Instrument # 1608, recorded 3/10/1958 in the records of West Feliciana Parish, La.**
- (Pg.76) K. **Right of Way and Servitude from Crown Zellerbach Corporation to St. Francisville Paper Company at COB 52 Pg. 10, Instrument # 1648, recorded 4/14/1958 in the records of West Feliciana Parish, La.**
- (Pg.84) L. **Right of Way and Servitude from Crown Zellerbach Corporation to Southern Bell Telephone and Telegraph Company at COB 52 Pg. 75, Instrument # 1702, recorded 6/12/1958 in the records of West Feliciana Parish, La.**
- (Pg.90) M. **Right of Way and Servitude from Crown Zellerbach Corporation to Illinois Central RR Company at COB 52 Pg. 279, Instrument # 1964, recorded 2/4/1959 in the records of West Feliciana Parish, La.**
- (Pg.91) N. **Right of Way and Servitude from Martha Riddle Lapeze to Crown Zellerbach Corporation at COB 53 Pg. 497, Instrument # 2701, recorded 5/17/1960 in the records of West Feliciana Parish, La.**
- (Pg.95) O. **Right of Way Easement and Servitude from Crown Zellerbach Corporation to Texas Eastern Transmission Corporation at COB 54 Pg. 329, Instrument # 3181, recorded 1/10/1961 in the records of West Feliciana Parish, La.**
- (Pg.112) P. **Right of Way and Servitude from Crown Zellerbach Corporation to Illinois Central RR Company at COB 57 Pg. 573, Instrument # 5838, recorded 5/1/1965 in the records of West Feliciana Parish, La.**
- (Pg.115) Q. **Right of Way and Easement from Crown Zellerbach Corporation to Gulf States Utilities Company at COB 60 Pg. 361, Instrument # 8398, recorded 12/7/1968 in the records of West Feliciana Parish, La.**
- (Pg.120) R. **Right of Way from Crown Zellerbach Corporation to South Central Bell Telephone Company at COB 60 Pg. 406, Instrument # 8489, recorded 2/5/1969 in the records of West Feliciana Parish, La.**
- (Pg. 124) S. **Right of Way and Servitude from Crown Zellerbach Corporation to Gulf States Utilities Company at COB 60 Pg. 719, Instrument # 8933, recorded 7/31/1969 in the records of West Feliciana Parish, La.**
- (Pg.131) T. **Electric Line Right of Way Agreement from Crown Zellerbach Corporation to Gulf States Utilities Company at COB 69 Pg. 17, Instrument # 17672, recorded 4/28/1978 in the records of West Feliciana Parish, La.**
- (Pg.141) U. **Electric Line Right of Way and Servitude from Crown Zellerbach Corporation to Gulf States Utilities Company at COB 73 Pg. 242, Instrument # 19779, recorded 8/31/1979 in the records of West Feliciana Parish, La.**
- (Pg.152) V. **Pipeline Right of Way and Servitude from Crown Zellerbach Corporation to Creole Gas Pipeline at COB 95 Pg. 235, Instrument # 33677, recorded 12/11/1985 in the records of West Feliciana Parish, La.**
- (Pg.210) W. **Bill of Sale and Servitude from Crown Paper Company d.b.a. Crown Vantage to Mid Louisiana Gas Company at COB 129 Pg. 29, Instrument # 71419, recorded 10/17/1996 in the records of West Feliciana Parish, La.**
- (Pg.279) X. **Servitude from Tembec USA, LLC to West Feliciana Acquisition, LLC at COB 171 Pg. 319, Instrument # 99380, recorded 4/15/2009 in the records of West Feliciana Parish, La.**

III. Based on my search of the Mortgage Records of West Feliciana Parish for the last 30 years, no unsatisfied mortgages, other liens or encumbrances, (other than taxes or mineral leases, for which no search has been made) which currently affect the above described property, were disclosed by the records, except:

Mortgages were not researched



[225]387.3573 OFFICE . [225]387-3575 FAX . www.rampartresources.net
7915 Wrenwood Blvd., Suite C, Baton Rouge, LA 70809

Dated this day of April 8, 2015 at Baton Rouge, Louisiana

By Kristie Y. Schaefer
Kristie Y. Schaefer
Rampart Resources, Inc.

This Certificate covers the period from April 27, 1957 through April 7, 2015 and is made upon the mutual understanding that same is not a guarantee of title and that the maker hereof shall not be liable for defects in the title to the above described real estate, and is not intended to cover legality or sufficiency of any of the instruments of proceedings in the chain of title of said record owner.



Property Description A certain tract of land located in Sections 42, 43, 46, 47 and 48, T4S-R2W in West Feliciana Parish, La, being the remainder of several tracts of land being more particularly described in that Act of Sale from Crown Paper Co. to Tembec USA, L.L.C, filed for record on 6/19/2001 @ Instrument# 81938 in the records of West Feliciana Parish, La.

LESS AND EXCEPT 610.9 acres in a Sale from Tembec USA, LLC to West Feliciana Acquisition, LLC recorded 4/15/2009 at COB 171/302, Instrument #99379 in the records of West Feliciana Parish, La.

LESS AND EXCEPT 770 acres in a Sale from Tembec USA, LLC to Burton Land Investments, LLC recorded 9/13/2010 at COB 176/225, Instrument#102367 in the records of West Feliciana Parish, La.

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CHAIN OF TITLE – Servitudes, easements, mortgages and liens shown separately on Title Certificate

| Page | CB/PG  | Instrument# | Act                   | Vendor(s)                                                                                                                                            | Vendee(s)                               | Description                                                                                                                                                                                                                    | Filed / Recorded |
|------|--------|-------------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| N/A  | 39/507 |             | Right of Way Deed     | Nell Riddle<br>Martha Riddle Lapeze                                                                                                                  | State of Louisiana Highway Commission   | Sale for construction of Hwy 964<br>For reference only - document not included- can be obtained by request                                                                                                                     | 5/14/1936        |
| 16   | 46/347 |             | Right of Way Easement | LLOYD J. Cobb<br>R.H. Daniel                                                                                                                         | Dixie Electric Membership Corporation   | ROW for an electric transmission line                                                                                                                                                                                          | 7/26/1949        |
| 18   | 49/465 | 371         | Right of Way          | Robert Harry Daniel, Sr.<br>May Young Daniel<br>Robert Harry Daniel, Jr.<br>Henrietta Young Brian Daniel<br>Edward I. Daniel<br>Thelma Walker Daniel | Texas Eastern Transmission Corporation  | 50' Pipeline ROW for 1 pipeline                                                                                                                                                                                                | 8/29/1955        |
| 20   | 49/568 | 468         | Right of Way          | Martha R. Lapeze                                                                                                                                     | Texas Eastern Transmission Corporation  | 50' Pipeline ROW for 1 pipeline                                                                                                                                                                                                | 10/20/1955       |
|      |        |             |                       | <b>Title researched from<br/>4/27/1957</b>                                                                                                           | <b>Earlier deeds and<br/>servitudes</b> | <b>Found by selective search only</b>                                                                                                                                                                                          |                  |
| 22   | 51/84  | 1143        | Sale                  | Robert Harry Daniel, Jr.<br>Edward I. Daniel<br>Robert Harry Daniel, Sr.                                                                             | Crown Zellerbach Corp                   | 642.8 acres, having been part of Mt. Vernon Plantation and located in Sections 43, 46, 47, and 48 T4S-R2W                                                                                                                      | 4/27/1957        |
| 25   | 51/110 | 1168        | Sale and Transfer     | LLOYD J. Cobb                                                                                                                                        | Crown Zellerbach Corp.                  | This instrument included because the language states, in addition to a transfer and sale of minerals and below surface rights, it also nullifies any surface rights that the vendor might have reserved in previous documents. | 5/10/1957        |



| Page | CB/PG  | Instrument# | Act                                   | Vendor(s)                    | Vendee(s)                                                | Description                                                                                                                                              | Filed / Recorded |
|------|--------|-------------|---------------------------------------|------------------------------|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 32   | 51/246 | 1253        | Servitude of Right of Way             | Crown Zellerbach Corporation | Police Jury of the Parish of West Feliciana, State of La | 6.9 acres of Right of Way for a Road/Hwy.                                                                                                                | 7/15/1957        |
| 36   | 51/282 | 1286        | Sell - off                            | Crown Zellerbach Corporation | St. Francisville Paper Company                           | 45.50 Acres in Sections 47 and 48, T4S-R2W                                                                                                               | 8/5/1957         |
| 43   | 51/378 | 1375        | Sale                                  | Martha E. Riddle LePeze      | Crown Zellerbach Corp                                    | A tract of land containing 79.1 acres, located in Section s 42 and 42, T4S-R2W                                                                           | 10/1/1957        |
| 52   | 51/388 | 1384        | Correction                            | Crown Zellerbach Corporation | St. Francisville Paper Company                           | Corrected property description for 51/282                                                                                                                | 10/4/1957        |
| 57   | 51/435 | 1432        | Servitude of Passage and Right of Way | Crown Zellerbach Corporation | St. Francisville Paper Company                           | Servitude of Passage over Section 47                                                                                                                     | 10/31/1957       |
| 62   | 51/469 | 1468        | Servitude of Right of Way             | Crown Zellerbach Corporation | Gulf States Utilities Company                            | Electrical Utility Right of Way in Sections 47 and 48 giving rights of ingress and egress and tree trimming<br>Attached map is not good quality          | 12/6/1957        |
| 67   | 51/537 | 1544        | Servitude and Right of Way            | Crown Zellerbach Corporation | Dept of Highways, State of La.                           | Right of way for Hwy 964 in Sections 42, 43 and 46, T4S-R2W                                                                                              | 2/7/1958         |
| 71   | 51/574 | 1608        | Servitude of Right of Way             | Crown Zellerbach Corporation | Illinois Central RR Company                              | Right of Way for Rail Road in Sections 47, 46, and 43, T4-R2W<br>Varying widths and containing 7.73 acres, more or less                                  | 3/10/1958        |
| 76   | 52/10  | 1648        | Servitude of Right of Way             | Crown Zellerbach Corporation | St. Francisville Paper Company                           | 25'-30' (varies) Pipeline ROW located in Sections 46 and 47, T4S-R2W with rights of ingress and egress                                                   | 4/14/1958        |
| 84   | 52/75  | 1702        | Servitude of Right of Way             | Crown Zellerbach Corporation | Southern Bell Telephone and Telegraph Company            | Under and above ground Communications Right of Way covering sections 42, 43, 46 and 47, T4S-R2W                                                          | 6/12/1958        |
| 90   | 52/279 | 1964        | Servitude of Right of Way             | Crown Zellerbach Corp        | Illinois Central Railroad Co.                            | Partial document -<br>50' wide strip for RR ROW located in Section 43, T4S-R2W, in all containing .58 of an acre                                         | 2/4/1959         |
| 91   | 53/497 | 2701        | Servitude of Right of Way             | Martha E. Riddle Lapeze      | Crown Zellerbach Corporation                             | Rights of Ingress and Egress and Tree Trimming covering 2 acres in Sections 42 and 43, T4S-R2W for cleared vision across the property. (Sketch attached) | 5/17/1960        |



| Page | CB/PG  | Instrument# | Act                                  | Vendor(s)                      | Vendee(s)                              | Description                                                                                                                                                                                                                                                                                                             | Filed / Recorded |
|------|--------|-------------|--------------------------------------|--------------------------------|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 95   | 54/329 | 3181        | Right of Way Easement and Servitude  | Crown Zellerbach Corporation   | Texas Eastern Transmission Corporation | One pipeline ROW<br>30' ROW over the 642.8 acre tract in Sections 48, 43, 46 and 47 in addition and adjacent to a previous 50' ROW granted at 49/465<br>Map not attached as stated in doc                                                                                                                               | 1/10/1961        |
| 112  | 57/573 | 5838        | Servitude                            | Crown Zellerbach Corp          | Illinois Central Railroad Co.          | Partial doc<br>RR ROW Located in 42, 46 and 47, T4S-R2W<br>Map not attached                                                                                                                                                                                                                                             | 5/1/1965         |
| 115  | 60/361 | 8398        | Right of Way and Easement            | Crown Zellerbach Corporation   | Gulf States Utilities Company          | 150' wide Electrical Utility Right of Way covering the 642.8 acre tract                                                                                                                                                                                                                                                 | 12/7/1968        |
| 120  | 60/406 | 8489        | Right of Way                         | Crown Zellerbach Corporation   | South Central Bell Telephone Company   | 5' wide ROW for laying 180' of cable.                                                                                                                                                                                                                                                                                   | 2/5/1969         |
| 124  | 60/719 | 8933        | Servitude of Right of Way            | Crown Zellerbach Corporation   | Gulf States Utilities Company          | 100' Transmission line ROW and a substation site covering 6.55 acres, more or less with rights of ingress and egress                                                                                                                                                                                                    | 7/31/1969        |
| 130  | 67/35  | 15916       | Map                                  |                                |                                        | Map showing property divisions and right of way servitudes                                                                                                                                                                                                                                                              | 12/29/1976       |
| 131  | 69/17  | 17672       | Servitude                            | Crown Zellerbach Corporation   | Gulf States Utilities Company          | A substation located in Section 48 with rights of ingress and egress. This Servitude cancels and supersedes the Substation Sites granted at 51/469 and 60/719 and servitudes 51/472 and 60/717 (copies of mentioned right of ways are not attached, because they did not affect the tracts of interest)<br>Map attached | 4/28/1978        |
| 141  | 73/242 | 19779       | Electric Line Right of Way Agreement | Crown Zellerbach Corporation   | Gulf States Utilities Company          | 2 strips of land lying adjacent on either side of existing 150' Right of Way granted at 60/361 in Sections 43, 46, 47 and 48<br>Parcel A - 67.5' wide and 2925' long<br>Parcel B - 87.5' wide and 3005' long                                                                                                            | 8/31/1979        |
| 147  | 78/227 | 22871       | Merger                               | St. Francisville Paper Company | Crown Zellerbach Corporation           | Merger                                                                                                                                                                                                                                                                                                                  | 12/31/1980       |





| Page | CB/PG   | Instrument# | Act                                     | Vendor(s)                                                                      | Vendee(s)                              | Description                                                                                                                                                                                                            | Filed / Recorded                         |
|------|---------|-------------|-----------------------------------------|--------------------------------------------------------------------------------|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| 152  | 95/235  | 33677       | Pipeline Right of Way and Facility Site | Crown Zellerbach Corporation                                                   | Creole Gas Pipeline                    | 30' wide Pipeline ROW for one or more pipelines, along with a 30 x 82 facility site. Access Road 20' wide.                                                                                                             | 12/11/1985                               |
| 155  | 58A/629 | 36703       | Certificate of Name Change              | Crown Zellerbach Corporation                                                   | James River Corporation of Nevada      | Name change to James River Corporation of Nevada                                                                                                                                                                       | 7/20/1987                                |
| 157  | 104/370 | 38030       | Assignment                              | James River Corporation of Virginia formerly James River Corporation of Nevada | James River II, Inc.                   | For reference only - identifies merger as effective 4/23/1988, which is filed later at Mortgage 61A / 550                                                                                                              | 5/10/1988                                |
| 166  | 104/379 | 38031       | Deed                                    | James River Corporation of Virginia                                            | James River II, Inc.                   | 1793.82 acres to include our tracts of interest:<br>A 79.1 acre tract of land situated in Sections 42 and 43<br>And<br>A 642.8 acre tract of land situated in Sections 43, 46, 47 and 48                               | 5/10/1988                                |
| 181  | 61A/550 | 38993       | Merger                                  | James River Corporation of Nevada                                              | James River Corporation of Virginia    | Merger                                                                                                                                                                                                                 | Effective 4/23/1988<br>Filed: 10/11/1988 |
| 182  | 108/63  | 41167       | Partial Release of Servitude            | Gulf States Utilities Company                                                  | James River Corporation                | Partial document for reference<br>Releases a portion of a prior servitude #17672                                                                                                                                       | 7/18/1989                                |
| 184  | 75A/887 | 48554       | Merger                                  | James River II, Inc.                                                           | James River Paper Company, Inc.        | Merger                                                                                                                                                                                                                 | 9/10/1993                                |
| 185  | 117/452 | 47259       | Donation and Acceptance                 | James River Paper Company, Inc.                                                | Cee Zee Employees Federal Credit Union | 3.01 acres in Section 43, T4S-R2W includes Map                                                                                                                                                                         | 2/1/1993                                 |
| 192  | 125/288 | 52814       | Deed                                    | James River Paper Company                                                      | Crown Paper Company                    | 1793.82 acres to include our tracts of interest:<br>A 79.1 acre tract of land situated in Sections 42 and 43<br>And<br>A 642.8 acre tract of land situated in Sections 43, 46, 47 and 48<br>Less and Except 3.01 acres | 9/6/1995                                 |

| Page | CB/PG   | Instrument# | Act                        | Vendor(s)                                                                 | Vendee(s)                                                                 | Description                                                                                                                                                                                                                                                                             | Filed / Recorded |
|------|---------|-------------|----------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 210  | 129/29  | 71419       | Bill of Sale and Servitude | Crown Paper Company d.b.a. Crown Vantage                                  | Mid Louisiana Gas Company                                                 | Pipeline ROW in Sections 46, 47 and 48, T4S-R2W<br>Map included<br>Document also recorded at 127/281- 3/29/1996                                                                                                                                                                         | 10/17/1996       |
| N/A  | 138/95  | 78649       | Right of Way               | Crown Paper Company / Crown Vantage                                       | Transmontage Terminaling Inc.                                             | <b>For reference only</b> - this Right of Way mentioned in a later deed, but it does not directly affect our subject tract - no copy obtained                                                                                                                                           | 12/6/1999        |
| 217  | 143/267 | 81937       | Map                        | Crown Paper Company                                                       |                                                                           | Map showing partition of 319.18 acre tract                                                                                                                                                                                                                                              | 6/19/2001        |
| 218  | 143/275 | 81938       | Sale                       | Crown Paper Company                                                       | Tembec USA, LLC                                                           | 1793.82 acres to include our tracts of interest:<br>A 79.1 acre tract of land situated in Sections 42 and 43<br>And<br>A 642.8 acre tract of land situated in Sections 43, 46, 47 and 48<br>Less and Except 3.01 acres<br>Less and Except 319.18 acres shown on above partition 143/267 | 6/19/2001        |
| 260  |         | 99378       | Map                        |                                                                           |                                                                           | Resubdivision of St. Francisville Paper Company                                                                                                                                                                                                                                         | 4/15/2009        |
| 262  | 171/302 | 99379       | Sell - off                 | Tembec USA, LLC                                                           | West Feliciana Acquisition, LLC                                           | 610.90 acres from Sections 47, 48, and 49 (Tract 2)<br>References Resub map recorded on 4/15/2009                                                                                                                                                                                       | 4/15/2009        |
| 279  | 171/319 | 99380       | Servitude                  | Tembec USA, LLC                                                           | West Feliciana Acquisition, LLC                                           | Grant of reciprocal servitudes                                                                                                                                                                                                                                                          | 4/15/2009        |
| 296  | 176/225 | 102367      | Sell - off                 | Tembec USA, LLC                                                           | Burton Land Investments, LLC                                              | 770 acres, more or less out of "the remaining portions"<br>maps attached                                                                                                                                                                                                                | 9/13/2010        |
| 308  | 193/318 | 108474      | Correction                 | Tembec USA, LLC<br>Burton Land Investments, L.L.C.<br>KPAQ Industries LLC | Tembec USA, LLC<br>Burton Land Investments, L.L.C.<br>KPAQ Industries LLC | Map Correction to 171/319 to identify the roads<br>(For survey purposes - it now shows correct ownership and remaining acreage per tract.)                                                                                                                                              | 10/18/2012       |

**West Feliciana Parish Assessor  
Current Assessment Listing**

**Parcel#**

1020011130A

**Primary Owner**

TEMBEC USA LLC

**Mailing Address**

1011 CENTRE RD. SUITE 358  
WILMINGTON DE 19805-0000

**Ward**

020

**Type**

RE

**Legal**

245 ACRES SITUATED IN SECTIONS 42, 43, 46, 47, 48, 49, T4S, R2W

**Physical Address**

**Parcel Items**

| Property Class            | Assessed Value | Units         | Homestead |
|---------------------------|----------------|---------------|-----------|
| TMBR. CLASS IV- Use Value | 1,845          | 245.00        | 0         |
| <b>TOTAL</b>              | <b>1,845</b>   | <b>245.00</b> | <b>0</b>  |

**Ownership History**

| Homestead? | Name           | Primary? | % Ownership | % Tax    | From      | To        |
|------------|----------------|----------|-------------|----------|-----------|-----------|
| NO         | TEMBEC USA LLC | YES      | 100.0000    | 100.0000 | 6/14/2001 |           |
| NO         | CROWN PAPER CO | NO       | 100.0000    | 0.0000   | 1/1/1990  | 6/14/2001 |

**Locations**

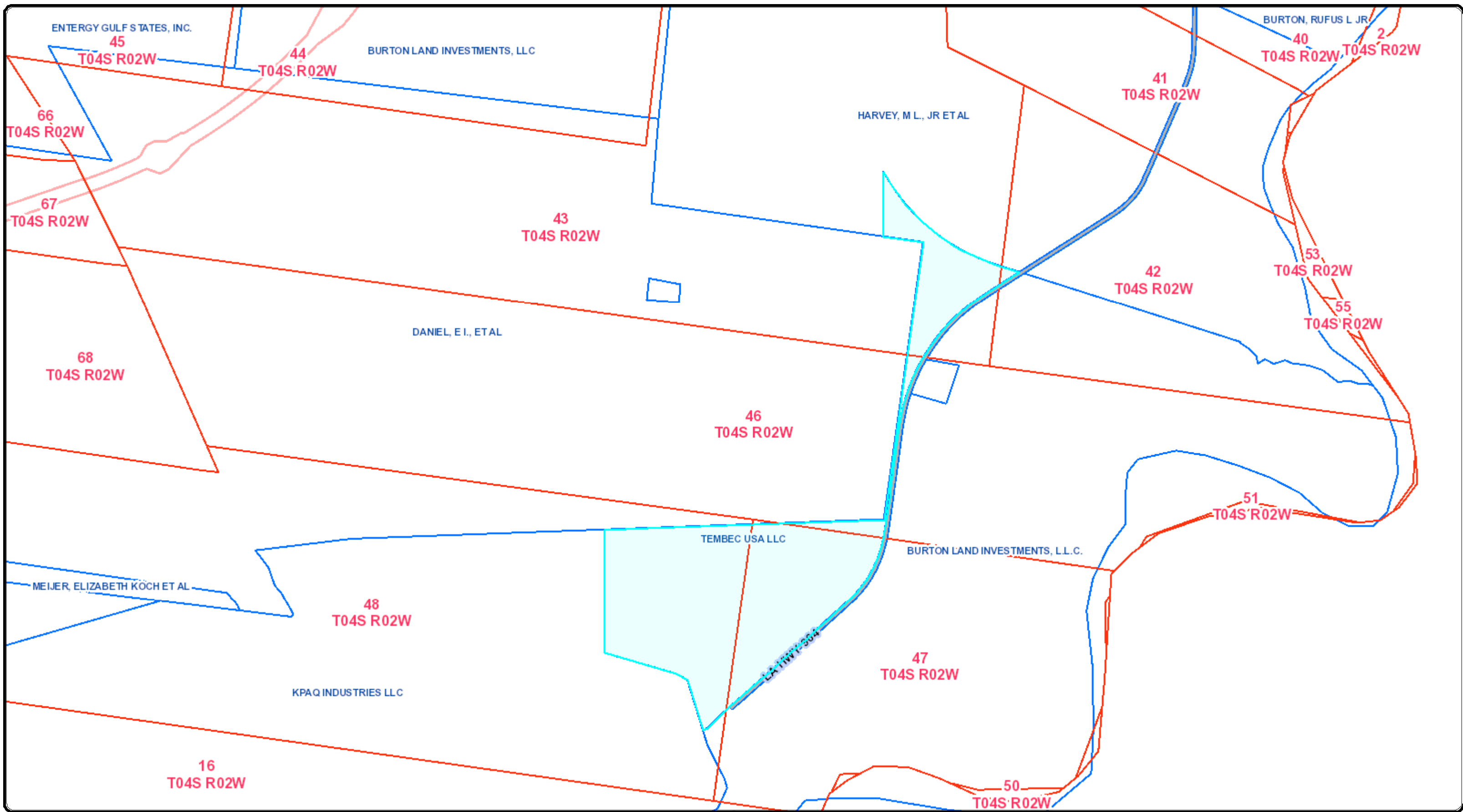
| Subdivision | Block | Lot | Section | Township | Range | Tract |
|-------------|-------|-----|---------|----------|-------|-------|
|             |       |     | 42      | T4S      | R2W   |       |

**PARISH**

| Millage                        | Mills   | Taxpayer Tax | Homestead Tax |
|--------------------------------|---------|--------------|---------------|
| ASSESSMENT DISTRICT            | 2.2000  | 4.06         | 0.00          |
| FIRE MAINT 1                   | 6.0000  | 11.07        | 0.00          |
| STATE FORESTRY TAX             | 0.0000  | 19.60        | 0.00          |
| LAW ENFORCEMENT 1              | 8.4300  | 15.55        | 0.00          |
| LAW ENFORCEMENT 2              | 5.7700  | 10.65        | 0.00          |
| SOCIAL SERVICES                | 0.1000  | 0.18         | 0.00          |
| SCHOOL CONSTITU                | 4.4600  | 8.23         | 0.00          |
| PROPERTY TAX (SCHOOL BOARD)    | 14.7500 | 27.21        | 0.00          |
| LIBRARY                        | 1.5000  | 2.77         | 0.00          |
| IMPROVEMENT FUN                | 8.8900  | 16.40        | 0.00          |
| HOSPITAL (1992-                | 2.0000  | 3.69         | 0.00          |
| HEALTH SERVICES                | 1.5000  | 2.77         | 0.00          |
| GENERAL FUND (POLICE JURY)     | 3.5700  | 6.59         | 0.00          |
| ECON DEV TAX                   | 1.0000  | 1.85         | 0.00          |
| COMM. DIST.                    | 2.0000  | 3.69         | 0.00          |
| BOND & INT. BOND(SCHOOL BOARD) | 2.0000  | 3.69         | 0.00          |
| GEN. FUND (SCHOOL BOARD)       | 3.7500  | 6.92         | 0.00          |

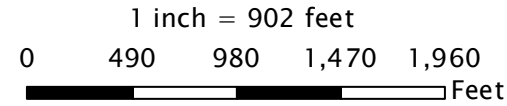
| <b>Millage</b>        | <b>Mills</b>   | <b>Taxpayer Tax</b> | <b>Homestead Tax</b> |
|-----------------------|----------------|---------------------|----------------------|
| CONSL. SCHOOL DIST. 1 | 11.0000        | 20.30               | 0.00                 |
| LIBRARY (BOND)        | 1.1500         | 2.12                | 0.00                 |
| <b>TOTALS</b>         | <b>80.0700</b> | <b>167.34</b>       | <b>0.00</b>          |

# Geoportal Map

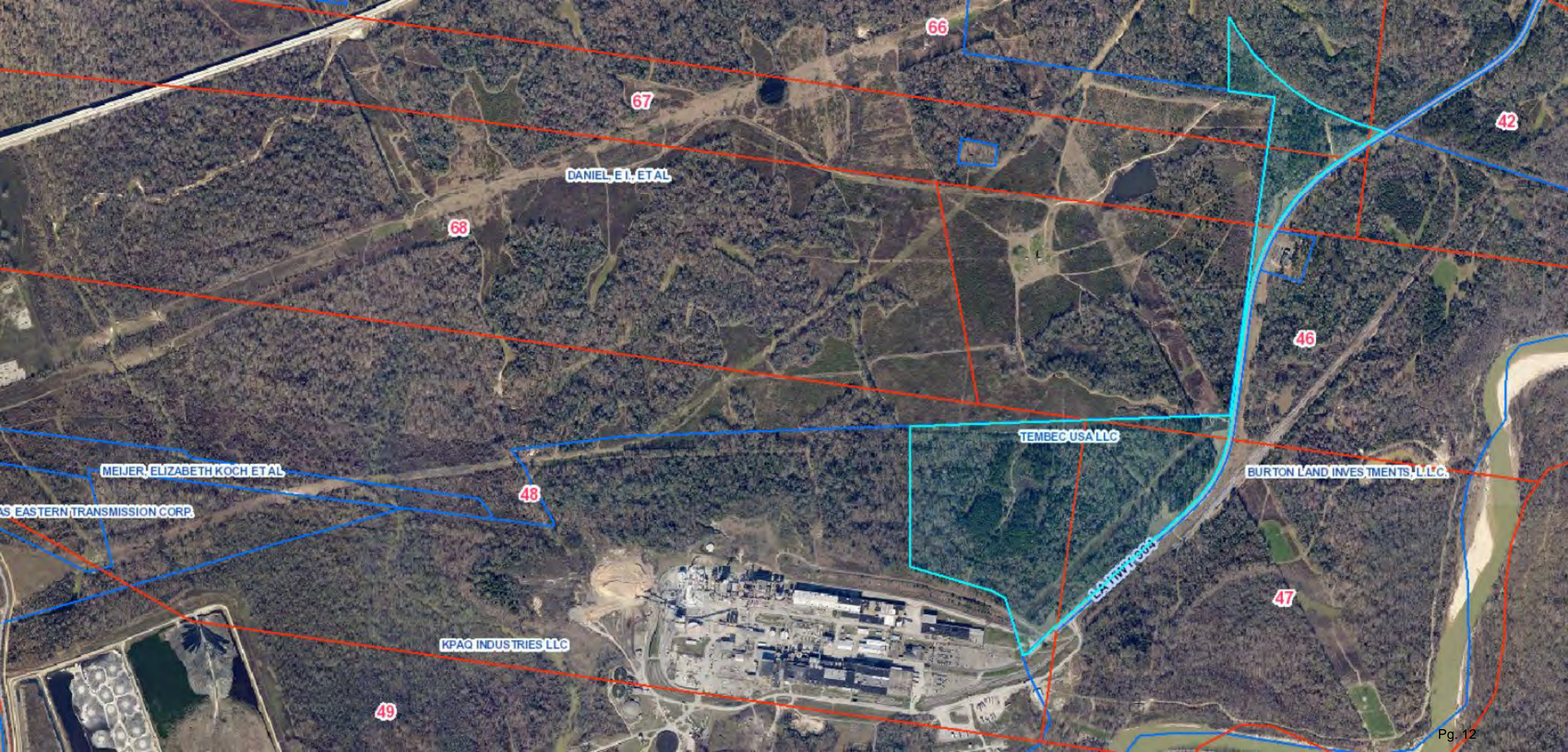


DISCLAIMER: Every reasonable effort has been made to assure the accuracy of the parcel and base map data presented. West Feliciana Parish makes no warranties, express or implied, regarding the completeness, reliability or suitability of the site data and assumes no liability associated with the use or misuse of said data. Monthly updates to the parcel data are scheduled, however the West Feliciana GIS Departments retains the right to make changes and update data on this site at anytime without notification. The parcel data on the base map is used to locate, identify and inventory parcels of land in West Feliciana Parish for assessment purposes only and is not to be used or interpreted as a legal survey or legal document. Additional data layers are also presented for informational purposes only. Before proceeding in any legal matter, all data should be verified by contacting the appropriate parish or municipal

April 7, 2015







DANIEL, E.I. ETAL

TEMBEC USA LLC

BURTON LAND INVESTMENTS, L.L.C.

KPAQ INDUSTRIES LLC

MEIJER, ELIZABETH KOCH ETAL

EAST EASTERN TRANSMISSION CORP.

67

66

68

42

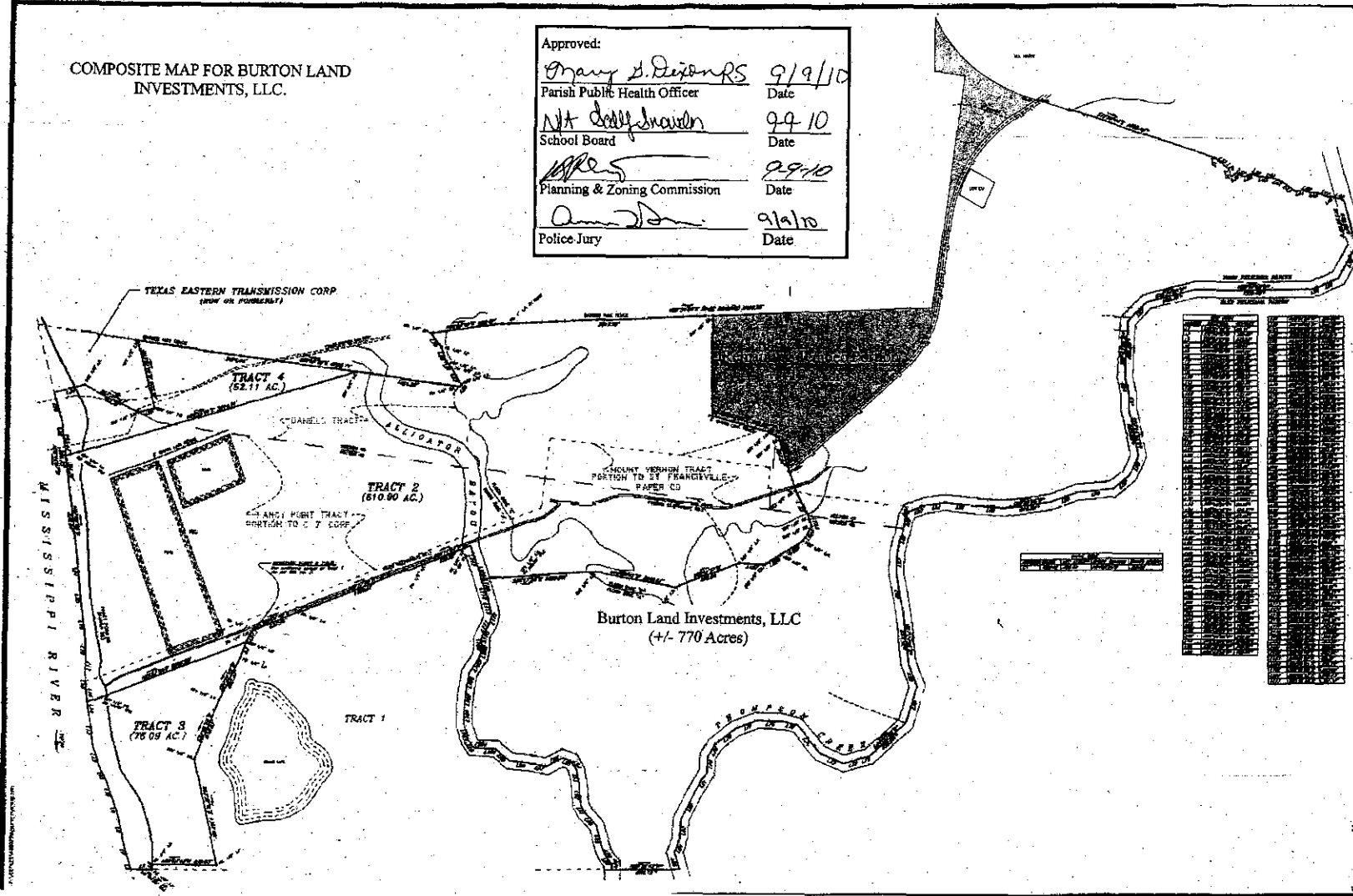
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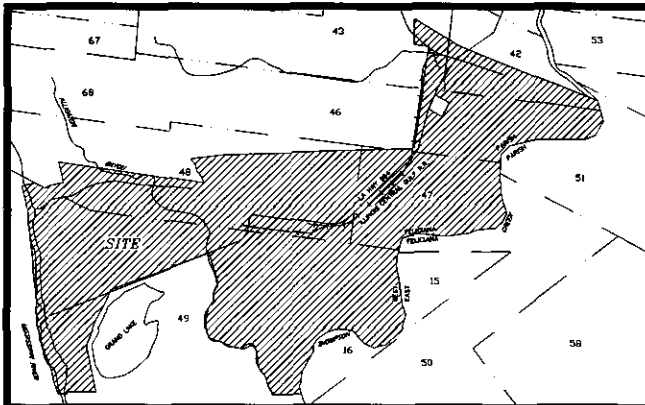
49





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2575928-1



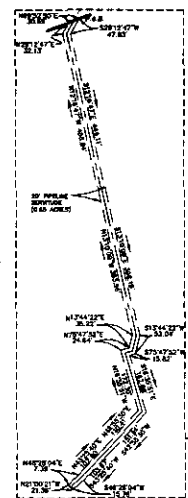
VICINITY MAP  
1" = 2000

**GENERAL NOTES**

- The original survey of the part of the property of this Parish is shown; L.C. description of this part is published upon by permission of the firm. Additional information is given under a correction and amendment process. Check the great measure date before acting on this plan. The firm is not responsible for copies or printed matter upon already drawings for which this firm was not specifically consulted.
- This survey was done by information supplied by the client. No abstract was obtained in verification of the property.
- Property restrictions, easements, encroachments, and/or rights-of-way shown thereon are not shown on this property and survey or indicated thereon should be shown that encroaching the title to the property. No show of encroachments was made within the scope of this survey.
- Changes shown are based on reference no. 1.
- Indications taken from reference and not surveyed.
- Additional information and not surveyed, and not included in the survey.
- Section area shown herein is from reference map, not field verified the survey.
- This is a property boundary survey, and no such should not be construed as one.

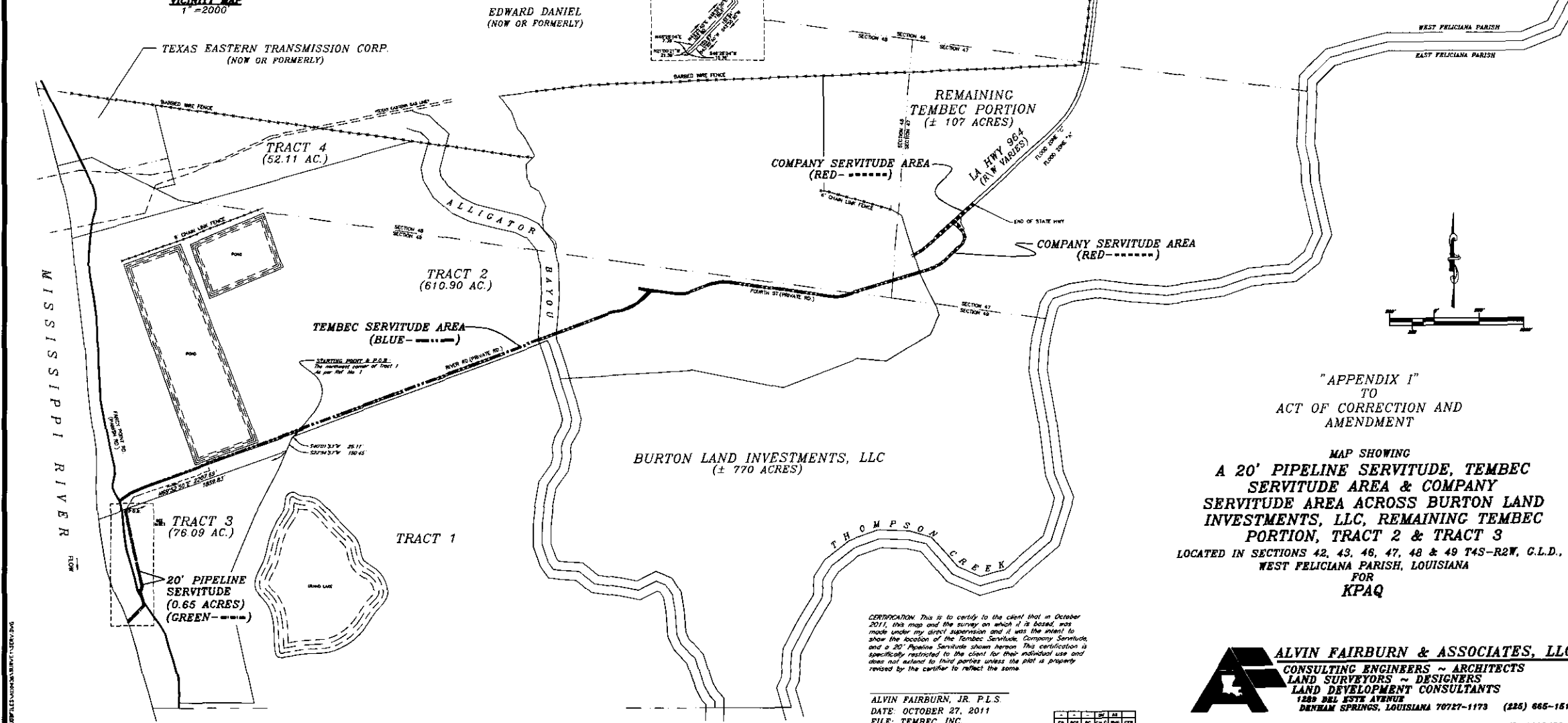
**REFERENCE MAP**

1. Map Showing the Reconstitution of the St. Francisville Paper Company Property; about 8-3-12 by Allen Fairburn & Assoc., LLC.



**LEGAL DESCRIPTION OF PIPELINE SERVITUDE AREA**

A certain portion of ground containing 0.65 acres, located in Sections 42, 43, 46, 47, 48 & 49 T4S-R2W, C.L.D., West Feliciana Parish, Louisiana, and there more particularly described as follows: Starting at the Northern corner of Tract 1, bearing South 80 degrees 00 minutes 00 seconds East, a distance of 35.11 feet; thence South 23 degrees 24 minutes 00 seconds East, a distance of 170.82 feet to the POINT OF BEGINNING; thence South 20 degrees 14 minutes 27 seconds West, a distance of 47.81 feet; thence South 12 degrees 16 minutes 17 seconds East, a distance of 149.11 feet; thence South 13 degrees 18 minutes 09 seconds East, a distance of 385.19 feet; thence South 13 degrees 04 minutes 22 seconds West, a distance of 32.04 feet; thence North 42 degrees 20 minutes 04 seconds East, a distance of 170.82 feet; thence South 18 degrees 32 minutes 51 seconds East, a distance of 102.90 feet; thence South 42 degrees 53 minutes 37 seconds West, a distance of 121.84 feet; thence South 43 degrees 23 minutes 40 seconds West, a distance of 103.87 feet; thence South 48 degrees 38 minutes 08 seconds West, a distance of 15.79 feet; thence North 21 degrees 30 minutes 21 seconds West, a distance of 27.36 feet; thence North 42 degrees 20 minutes 04 seconds East, a distance of 170.82 feet; thence North 42 degrees 20 minutes 04 seconds East, a distance of 142.41 feet; thence North 16 degrees 10 minutes 51 seconds West, a distance of 172.82 feet; thence North 21 degrees 30 minutes 21 seconds East, a distance of 34.64 feet; thence North 21 degrees 30 minutes 21 seconds West, a distance of 152.22 feet; thence North 13 degrees 10 minutes 00 seconds West, a distance of 382.50 feet; thence North 12 degrees 18 minutes 47 seconds West, a distance of 458.04 feet; thence North 20 degrees 12 minutes 47 seconds East, a distance of 52.11 feet; thence North 83 degrees 32 minutes 20 seconds East, a distance of 30.69 feet to the POINT OF BEGINNING.



"APPENDIX I"  
TO  
ACT OF CORRECTION AND  
AMENDMENT

MAP SHOWING  
A 20' PIPELINE SERVITUDE, TEMBEC  
SERVITUDE AREA & COMPANY  
SERVITUDE AREA ACROSS BURTON LAND  
INVESTMENTS, LLC, REMAINING TEMBEC  
PORTION, TRACT 2 & TRACT 3  
LOCATED IN SECTIONS 42, 43, 46, 47, 48 & 49 T4S-R2W, C.L.D.,  
WEST FELICIANA PARISH, LOUISIANA  
FOR  
KPAQ

**CERTIFICATION** This is to certify to the client that in October 2011, this map and the survey on which it is based, was made under my direct supervision and it was the intent to show the location of the Tembec Servitude, Company Servitude, and a 20' Pipeline Servitude shown hereon. This certification is specifically restricted to the client for their individual use and does not extend to third parties unless the plot is properly revised by the certifier to reflect the same.

ALVIN FAIRBURN, JR. P.L.S.  
DATE OCTOBER 27, 2011  
FILE: TEMBEC, INC.

**ALVIN FAIRBURN & ASSOCIATES, LLC.**  
CONSULTING ENGINEERS ~ ARCHITECTS  
LAND SURVEYORS ~ DESIGNERS  
LAND DEVELOPMENT CONSULTANTS  
1228 BEL ESTE AVENUE  
DENHAM SPRINGS, LOUISIANA 70727-1173 (225) 865-1515

|   |   |   |    |    |    |
|---|---|---|----|----|----|
| 1 | 2 | 3 | 4  | 5  | 6  |
| 7 | 8 | 9 | 10 | 11 | 12 |





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Entity Details

**THIS IS NOT A STATEMENT OF GOOD STANDING**

|                     |                                 |                                             |                            |
|---------------------|---------------------------------|---------------------------------------------|----------------------------|
| <u>File Number:</u> | 3395905                         | <u>Incorporation Date / Formation Date:</u> | 05/24/2001<br>(mm/dd/yyyy) |
| <u>Entity Name:</u> | TEMBEC USA LLC                  |                                             |                            |
| <u>Entity Kind:</u> | LIMITED LIABILITY COMPANY (LLC) | <u>Entity Type:</u>                         | GENERAL                    |
| <u>Residency:</u>   | DOMESTIC                        | State:                                      | DE                         |

**REGISTERED AGENT INFORMATION**

|          |                                 |              |       |
|----------|---------------------------------|--------------|-------|
| Name:    | UNITED CORPORATE SERVICES, INC. |              |       |
| Address: | 874 WALKER RD STE C             |              |       |
| City:    | DOVER                           | County:      | KENT  |
| State:   | DE                              | Postal Code: | 19904 |
| Phone:   | (877)734-8300                   |              |       |

LLOYD J. COBB AND R. H. DANIEL,  
TO  
DIXIE ELECTRIC MEMBERSHIP CORPORATION.

RIGHT-OF-WAY EASEMENT:

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Lloyd J. Cobb, and R. H. Daniel, for a good and valuable consideration, the receipt whereof is hereby acknowledged, and full acquittance granted therefor, does hereby grant unto Dixie Electric Membership Corporation, a corporation whose post office address is box 2230. Baton Rouge, Louisiana, and to its successors or assigns the right to enter upon the land of the undersigned situated in the Parish of West Feliciana, State of Louisiana, and more particularly described as follows:

A certain tract or parcel of land, containing approximately 1358 acres, in the 2 Ward of the Parish of West Feliciana, along or near Y. & M. V. R. R. Road, purchased by the undersigned

from \_\_\_\_\_ and bounded on the North by Riddle, South by Fancy Point Plant. East by Thompson Creek, and West by R. H. Daniel (the foregoing description to be used except in instances where the owner can give an exact description.) and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highways abutting said land an electric transmission line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural.

In Witness Whereof, the undersigned has set his hand and seal this 28 day of June, 1949.

Lloyd Cobb  
By H. B. Fairchild, Mgr., (L.S.)  
R. H. Daniel. (L.S.)

Signed, sealed, and delivered in the presence of:  
Margaret M. Plettinger.  
B. E. Miller.  
State of Louisiana,  
Parish of West Feliciana.

Before me, the undersigned authority, personally came and appeared B. E. Miller, who, being duly sworn, declared that he signed the foregoing instrument as a witness, thereon, and that the said instrument was executed by the parties thereto in the presence of affiant and was signed and executed by affiant and the other subscribing witness after a due reading of the same and with full knowledge of the contents and for the purpose therein set forth.

Sworn to and subscribed before me, this 26th. day of July, 1949.  
B. E. Miller, (Affiant)  
Jas. H. Kilbourne, (Notary Public.)

Filed for Record July 26th. 1949,  
Recorded September 6th. 1949.

Jas. H. Kilbourne Clerk and Recorder.

|           |        |
|-----------|--------|
| R/W NO.   | 4      |
| MAP NO.   |        |
| W. O. NO. | 4039   |
| CHK.      | 265 44 |
| RODS      | 389    |

STATE OF LOUISIANA,  
Parish of WEST FELICIANA

ss. KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of Three Hundred Eighty-nine and No/100 - - - - -  
( \$ 389.00 ) Dollars to the undersigned (herein styled Grantor, whether one or more), in hand paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant, Bargain, Sell, Convey and Warrant unto Texas Eastern Transmission Corporation, a Delaware Corporation, (herein styled Grantee), its successors and assigns, a right of way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace pipe lines and appurtenances thereto (including without limitation Corrosion Control equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipe lines, the Grantee to have the right to select, change, or alter the route under, upon, over and through lands which the undersigned owns or in which the undersigned has an interest, situated in the Parish of WEST FELICIANA, State of Louisiana, described as follows:

1358.29 acres, more or less, and bounded on the north by lands of Mrs. Martha R. Lopeze and Mrs. Isnell Riddle Savant, and by lands of Haffner & Homeier, on the east by Thompson's Creek, on the south by Thompsons Creek and by the Fancy Point Plantation, and on the west by lands of the heirs of E. I. Daniels, lands of the heirs of Mrs. A. G. Lorio, and by lands of the heirs of John Ford, Jr.; said land being the whole of Sections 46 and 47 and portions of Sections 43 and 48, all in T4S, R2W, St. Helena Meridian

The grantor hereby limits this contract to the construction of one (1) pipe line only and the attached damage release for a limited width of 50) fifty feet of Right-of-Way with the provision that excess of above width will be paid for separately after construction.

By the terms of this agreement, Grantee has the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at anytime, or from time to time, one or more additional lines of pipe and appurtenances thereto (including without limitation Corrosion Control equipment). Provided, however, that for each additional line laid after the first line is laid hereunder, Grantee shall pay Grantor, his heirs or assigns, one dollar per lineal rod of additional pipe line laid under, upon, over or through said hereinabove described property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with ingress to and egress from the premises, for the purposes herein granted.

The said Grantor is to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line.

Grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and agrees to pay such damages which may arise to growing crops, timber, or fences from the construction, maintenance and operation of said lines.

All payments hereunder may be made direct to the Grantor or to Mount Vernon Plantation,  
Robert H. Daniel, Sr. Agent, who is hereby appointed agent and authorized to receive and receipt for the same, or, at the option of the Grantee, such payments may be made by depositing the same in \_\_\_\_\_ Bank, at \_\_\_\_\_, to the credit of Grantor or said agent.

The Grantor represents that the above described land is rented to No Tenant  
until \_\_\_\_\_ 19\_\_.

It is hereby understood that the party securing this graht in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 17 day of June, 1955.

WITNESSES: (Full Name To Be Signed)

GRANTORS: (Full Name To Be Signed)

①② Katie Young Forrest  
Type or Print Full Name of Witness:  
Katie Young Forrest

① Robert H. Daniel, Sr.  
Type or Print Full Name of Grantor:  
Insert Permanent Address of Grantor:  
Robert H. Daniel, Sr. Agent,  
Mt. Vernon Plantation, St. Francisville, La

③④⑤⑥ Zack Taylor Miller, Jr.  
Zack Taylor Miller, Jr.

② May Young Daniel  
May Young Daniel  
③ Robert Harry Daniel, Jr.  
Robert Harry Daniel, Jr.

⑦⑧ Walter Lake Fowler  
Walter Lake Fowler

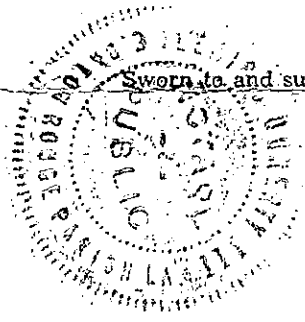
④ Henrietta Young Brian Daniel  
Henrietta Young Brian Daniel



Before me, the undersigned authority, on this day appeared Zack Taylor Miller, Jr.  
(Insert Full Name of Subscribing Witness)  
who being duly sworn, deposed and said:

That he was one of the subscribing witnesses to the above and foregoing instrument; that said instrument was executed by the grantor therein Robert H. Daniel, Sr; May Young Daniel; Robert Harry Daniel, J; Henrietta Young Brian Daniel; Edward I. Daniel; in his presence Thelma Walker Daniel  
(Insert Full Name of Grantor or Grantors)  
and in the presence of the other subscribing witness on the date thereof.

Zack Taylor Miller, Jr.  
(Type or Print Full Name of Subscribing Witness)  
Sworn to and subscribed before me this 21st day of June, A. D. 1955  
Lewis S. Jones  
Notary Public in and for EAST BATON ROUGE Parish, Louisiana



STATE OF LOUISIANA,  
PARISH OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_  
(Type or Print Full Name of Corporate Officer)  
to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.  
\_\_\_\_\_  
Type or Print Full Name of Notary Public.  
Notary Public.

The undersigned tenant of the grantor hereby joins in and consents to the within grant on the agreement that the damages resulting to the growing crops of the undersigned be paid promptly.

This \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Witness: (Sign Full Name)  
\_\_\_\_\_  
Type or Print Full Name of Witness:

Tenant: (Sign Full Name)  
\_\_\_\_\_  
Type or Print Full Name of Tenant:  
Insert Permanent Address of Tenant:

203  
100  
391 FT

RIGHT OF WAY GRANT

FROM  
Robert H. Daniel, et al  
TO

TEXAS EASTERN TRANSMISSION CORPORATION  
P. O. Box 1612  
Shreveport, Louisiana

Filed for Record Aug 29, 1955  
Shirley B. Wator, Dy Clerk & Recorder  
STATE OF LOUISIANA,  
Parish of West Feliciana

I hereby certify that this instrument was duly recorded on the 8th day of September, 19 55 of Vol. 49 at page 465 of Conveyance Records of said Parish.  
Shirley B. Wator  
Clerk of Court and Ex-Officio Recorder of Conveyances  
for \_\_\_\_\_ Parish, Louisiana.  
By \_\_\_\_\_ Deputy.



|                |
|----------------|
| R/W NO. 5 & 7  |
| MAP NO. 62     |
| W. O. NO. 4039 |
| CHK. 265 41    |
| RODS 237       |

STATE OF LOUISIANA,  
Parish of WEST FELICIANA } ss. KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of TWO HUNDRED THIRTY-SEVEN AND NO/100 -----

( \$ 237.00 ) Dollars to the undersigned (herein styled Grantor, whether one or more), in hand paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant, Bargain, Sell, Convey and Warrant unto Texas Eastern Transmission Corporation, a Delaware Corporation; (herein styled Grantee), its successors and assigns, a right of way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace pipe lines and appurtenances thereto (including without limitation Corrosion Control equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipe lines, the Grantee to have the right to select, change, or alter the route under, upon, over and through lands which the undersigned owns or in which the undersigned has an interest, situated in the Parish of WEST FELICIANA, State of Louisiana, described as follows:

391.31 acres of land situated in Sections 41, 42, 43, T4S, R2W, being Lot No. 1 of the subdivision of the Riddle place and being bounded on the North by other lands of Mrs. Martha R. Lapeze, on the east by Thompson's Creek, on the south by Mt. Vernon Plantation, and on the west by the Forest Plantation and by Mt. Vernon Plantation; 200 acres of land situated in Sections 40, 41, and 43, T4S, R2W, being Lot No. 2 of the subdivision of the Riddle Place and being bounded on the North by land of Dr. N. B. Riddle, on the east by Thompson's Creek, on the south by Lot No. 1 of the subdivision of the Riddle Place, and on the west by Forest Plantation; Also 200 acres of land situated in Sections 66 and 104, T3S, R2W, being Lot No. 4 of the subdivision of the Riddle Place and being bounded on the north by Star Hill Plantation, on the east by the Loudon Place, on the south by Lot No. 3 of the subdivision of the Riddle Place, and on the west by Forest Plantation

The Grantor limits the terms of this contract to the construction of one (1) pipe line only

By the terms of this agreement, Grantee has the right to lay, construct, maintain, operate, alter, repair, remove, change the size of, and replace at anytime, or from time to time, one or more additional lines of pipe and appurtenances thereto (including without limitation Corrosion Control equipment). Provided, however, that for each additional line laid after the first line is laid hereunder, Grantee shall pay Grantor, his heirs or assigns, one dollar per lineal rod of additional pipe line laid under, upon, over or through said hereinabove described property.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, with ingress to and egress from the premises, for the purposes herein granted.

The said Grantor is to fully use and enjoy the said premises, except for the purposes granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions on or over, or that will interfere with the construction maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line.

Grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and agrees to pay such damages which may arise to growing crops, timber, or fences from the construction, maintenance and operation of said lines.

All payments hereunder may be made direct to the Grantor or to \_\_\_\_\_, who is hereby appointed agent and authorized to receive and receipt for the same, or, at the option of the Grantee, such payments may be made by depositing the same in \_\_\_\_\_ Bank, at \_\_\_\_\_, to the credit of Grantor or said agent.

The Grantor represents that the above described land is rented to Wax Lumber Co. Ewell Hopson Spillman until \_\_\_\_\_ 19 \_\_\_\_\_.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 9th day of August, 19 55.

WITNESSES: (Full Name To Be Signed)  
Zack Taylor Miller  
Type or Print Full Name of Witness:  
Zack Taylor Miller, jr.  
Beverly Charles Miller  
Type or Print Full Name of Witness:  
Beverly Charles Miller

GRANTORS: (Full Name To Be Signed)  
Martha Riddle Lapeze  
Type or Print Full Name of Grantor:  
Insert Permanent Address of Grantor:  
Martha Riddle Lapeze  
St. Francisville, La.



PARISH OF East Baton Rouge

Before me, the undersigned authority, on this day appeared Zack Taylor Miller, jr.  
(Insert Full Name of Subscribing Witness)  
who being duly sworn, deposed and said:

That he was one of the subscribing witnesses to the above and foregoing instrument; that said instrument was executed by the grantor therein Martha Riddle Lapeze  
(Insert Full Name of Grantor or Grantors), in his presence and in the presence of the other subscribing witness on the date thereof.

Zack Taylor Miller, jr.  
(Full Signature of Subscribing Witness)  
Type or Print Full Name of Subscribing Witness:  
**Zack Taylor Miller, jr.**

Sworn to and subscribed before me this 10th day of August, A. D. 1955

Harvard E. Ratcliff  
(Full Signature of Notary Public)  
Type or Print Full Name of Notary Public:  
**Harvard E. Ratcliff**  
Notary Public in and for  
East Baton Rouge Parish, Louisiana

STATE OF LOUISIANA,

PARISH OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_  
(Type or Print

\_\_\_\_\_ to me personally known, who, being by me duly sworn, did  
(Full Name of Corporate Officer)

say that he is the \_\_\_\_\_ of \_\_\_\_\_, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said \_\_\_\_\_

acknowledged said instrument to be the free act and deed of said corporation.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.

\_\_\_\_\_  
Type or Print Full Name of Notary Public.  
Notary Public.

The undersigned tenant of the grantor hereby joins in and consents to the within grant on the agreement that the damages resulting to the growing crops of the undersigned be paid promptly.

This 9th day of August, 19 55.

Witness: (Sign Full Name)  
Zack Taylor Miller, jr.  
Type or Print Full Name of Witness:  
**Zack Taylor Miller, jr.**  
Beverly Charles Miller  
Beverly Charles Miller

Tenant: (Sign Full Name)  
Ewell Hopson Spillman  
Type or Print Full Name of Tenant:  
Insert Permanent Address of Tenant:  
**Ewell Hopson Spillman, Agent**  
**Wax Lumber Co, Woodville, Miss**

RIGHT OF WAY GRANT

FROM

Martha Riddle Lapeze

TO

TEXAS EASTERN TRANSMISSION CORPORATION

P. O. Box 1612

Shreveport, Louisiana

STATE OF LOUISIANA

Parish of West Feliciana

I hereby certify that this instrument was duly recorded on the 26th day of October, 19 55, of Vol. 419 at page 568 of Conveyance Records of said Parish.

Thomas J. Goleman  
Clerk of Court and Ex-Officio Recorder of Conveyances  
Recorded and indexed  
by Deputy Recorder  
of this Parish, Louisiana  
October 20, 1955  
Thomas J. Goleman  
Deputy Clerk and Recorder

No 468 F

84  
All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is hereby dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been paid as appears from the certificate hereto annexed.

Thus done, read and passed at my office in the Town of St. Francisville, Parish and State aforesaid, in the presence of Alma S. Reed, and Stephen P. Dart, competent witnesses, who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

Witnesses:

Thomas O. Woods.

Alma S. Reed.

Walter Harry Woods.

Stephen P. Dart.

Jas. H. Kilbourne, Notary Public.

Filed for Record April 26th. 1957,

Recorded April 26th. 1957.

*Alma S. Reed*

Clerk and Recorder.

ROBERT HARRISON DANIEL, ROBERT HARRY DANIEL, JR.,  
AND EDWARD IRWIN DANIEL,  
TO  
CROWN ZELLERBACH CORPORATION.

NUMBER 1143  
STATE OF LOUISIANA,  
PARISH OF WEST FELICIANA.

SALE OF REAL ESTATE- CASH DEED:

\* \* \* \* \*

KNOW ALL MEN BY THESE PRESENTS That the following act of sale dated the 20th. day of April, 1957, made and entered into by and between Robert Harrison Daniel, of the full age of majority and a resident of West Feliciana Parish, Louisiana, who has been married but once and then to Mrs. May Young Daniel, nee Young, with whom he is presently living and residing, whose permanent mailing address is R.F.D. Route No. 2, Jackson, Louisiana; Robert Harry Daniel, Jr., of the full age of majority and a resident of West Feliciana Parish, Louisiana, who has been married but once and then to Mrs. Henrietta Brian Daniel, nee Brian, with whom he is presently living and residing, whose permanent mailing address is St. Francisville, Louisiana; and Edward Irwin Daniel, of the full age of majority and a resident of West Feliciana Parish, Louisiana, who has been married but once and then to Mrs. Thelma Walker Daniel, nee Walker, with whom he is presently living and residing, whose permanent mailing address is St. Francisville, Louisiana, sometimes hereinafter known and designated as "Vendors"; and CROWN ZELLERBACH CORPORATION, a corporation duly organized and existing under the laws of the State of Nevada, whose permanent mailing address is 343 Sansome Street, San Francisco, California, herein appearing through and represented by E. W. Epickson, its Vice President, hereunto duly authorized, sometimes hereinafter known and designated as "purchaser", WITNESSETH:

That the Vendors do by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, free from all mortgages, liens or encumbrances other than those hereinafter set out, and with full and complete warranty of title and with full and complete subrogation of all rights and actions of warranty against all prior vendors or owners, unto the Purchaser, here present, accepting and purchasing for itself, its successors and assigns and acknowledging due delivery and possession thereof, the following described property, to-wit:

4/27/1957

51/84

1143



A certain piece or parcel or tract of land situated in the Parish of West Feliciana, State of Louisiana containing 642.80 acres, more or less, lying in and comprising all or portions of Sections 43, 46, 47 and 48, T-4-S, R-2-W, together with the improvements thereon and all rights, ways, privileges, prescriptions and advantages, and all riparian rights, accretions, alluvions, batture, and batture rights thereunto belonging or in anywise appertaining, the said tract being all that part of Mount Vernon Plantation that is bounded as follows: On the upper or northerly side by lands of Mrs. Martha E. Riddle Lapeze, et al and the remaining portion of Mount Vernon Plantation the lands of vendors, on the easterly side by the center line of Thompsons Creek, on the southerly side by Fancy Point Plantation, lands of Mrs. Kathleen Byrne Mathews et al, and on the westerly side by lands of Mrs. Margaret Ford Daniel et al and lands of heirs of Mrs. A. G. Loris et al, and is particularly described as follows:

Commencing at the southeast corner of Section 44, Township 4 South, Range 2 West, thence S.  $80^{\circ}-00'$  W. 736.2 feet; thence S.  $82^{\circ}-00'$  E 3057.5 feet to the point of beginning. Thence from said point of beginning run  $80^{\circ}-00'$  W 1104.1 feet to a point on the line between Sections 43 and 46, Township 4 South, Range 2 West, 50 feet west of the center of a gravel road; thence S.  $80^{\circ}-00'$  W. 1861.2 feet to a point on the line between Sections 46 and 47, Township 4 South, Range 2 West; thence S.  $87^{\circ}-54'$  W. 5496.6 feet to a point on the southerly edge of the Texas Eastern Transmission Corp. Pipe Line right-of-way; thence along the southerly edge of said Texas Eastern Transmission Corp. Pipe Line right-of-way S.  $83^{\circ}-06'$  W. 1000.0 feet to the toe of bluff the Western boundary of Mount Vernon Plantation; thence along the toe of Bluff, western boundary of Mount Vernon Plantation, in a general south-easterly direction 2033.6 feet more or less to the southerly boundary of Section 48, Township 4 South, Range 2 West; thence along the southerly boundary of Section 48, Township 4 South, Range 2 West, S.  $82^{\circ}-00'$  E. 5505.8 feet more or less to the center of Thompsons Creek; thence along the center of Thompsons Creek in a general northeasterly direction 8959 feet more or less to the line between Sections 42 and 46, Township 4 South, Range 2 West; thence along the line between Sections 42 and 46 and Sections 43 and 46, Township 4 South, Range 2 West, N.  $82^{\circ}-00'$  W. 5037.7 feet; thence N.  $80^{\circ}-00'$  E. 1104.1 feet; thence N.  $82^{\circ}-00'$  W 143.6 feet to the point of beginning containing 642.8 acres, more or less, and as shown and outlined in red on Map or plat entitled "Survey of Certain Portions of Sections 42, 43, 46, 47, 48 and 49 Township 4 South Range 2 West, West Feliciana Parish, Louisiana, for Crown Zellerbach Corporation", made by Associated Engineers, Registered Civil Engineers of Baton Rouge, Louisiana on the 15th. day of April, 1957, a copy of which is annexed hereto and made a part hereof and signed by the parties for identification herewith.

TO HAVE AND TO HOLD the said property unto the said Purchaser, its successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of Two Hundred Two Thousand and NO/100 (\$202,000.00) Dollars Cash, of which Two Thousand, Five Hundred and NO/100 Dollars (\$2,500.00) has heretofore been paid by the Purchaser to the Vendors, and the balance of One Hundred Ninety-Nine Thousand Five Hundred and NO/100 Dollars (\$199,500.00) is paid in ready current money by the Purchaser to the vendors who acknowledge receipt thereof and grant full acquittance and discharge therefor.

The Vendors reserve and shall have the right and privilege of removing at their sole risk, cost and expense, at any time within forty-five (45) days from date hereof, all the buildings and improvements located and situated on the lands hereby conveyed as above described, except and other than the fences along the exterior boundaries of said property, well installations and such improvements as may have been placed on said property by the Purchaser. At the expiration of said forty-five day period, the rights so reserved by Vendors shall cease and terminate and be of no further force and effect.

This sale and conveyance is made by the Vendors and accepted by the Purchaser subject to the following:

1. All rights that the State of Louisiana has or may have in and to all that part of the property hereby conveyed as above described that comprises a part of the bed and bottom of Thompsons Creek and lies between the center line and ordinary low water mark of said Thompsons Creek.
2. All servitudes in favor of the public imposed by law on the property hereby conveyed.
3. The servitude of right of way for the construction, operation and maintenance of a transmission line or system across a portion of the lands hereby conveyed that was granted by R. H. Daniel and Lloyd J. Cobb to Dixie Electric Membership Corporation by act dated June 28, 1949 and recorded July 26, 1949, in Conveyance Book 41 page 347 of the Conveyance Records of West Feliciana Parish, Louisiana, and under which said servitude agreement a power line has been constructed, as shown on the hereinabove described map or plat, copy of which is annexed hereto and made a part hereof.
4. The reservation of certain minerals and mineral rights and options to acquire

stipulations of the act of sale dated May 28, 1955 and recorded June 1, 1955 in Conveyance Book 49 page 339 of the Conveyance Records of West Feliciana Parish, wherein and whereby Lloyd J. Cobb as vendor sold his undivided one-half (1/2) interest in said Mount Vernon Plantation to Robert Harry Daniel, Jr. and Edward Irwin Daniel as purchasers, and wherein Robert Harrison Daniel intervened and agreed as therein stipulated.

All taxes, liens and assessments on the property hereby conveyed for the past three years, including the year 1956, have been paid; a stipulation which the vendors especially warrant. Taxes, liens and assessments for the year 1957 shall be prorated as of the date hereof.

The deeds, documents and instruments hereinabove referred to are made a part hereof by reference the same as if incorporated herein in full.

All the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

The United States Internal Revenue Stamps to Two Hundred Twenty-two and 20/100 Dollars (\$222.20) as required by law have been affixed hereto and canceled.

In Testimony whereof the Vendors have hereunto signed this act at St. Francisville, Louisiana, in the presence of Evert L. Reed and Harvey A. Garrett, competent attesting witnesses as, on this the 20th. day of April, 1957.

WITNESSES:

Evert Reed.

Harvey A. Garrett.

Robert Harrison Daniel.

Robert Harry Daniel, Jr.

Edward Irwin Daniel.

IN TESTIMONY WHEREOF the Purchaser has hereunto signed this act at San Francisco, California, in the presence of J. E. Murray and J. D. White, competent attesting witnesses, on this the 23rd. day of April, 1957.

WITNESSES:

J. E. Murray

J. D. White

CROWN ZELLERBACH CORPORATION,

By E. W. Erickson, Vice President.

State of Louisiana  
Parish of West Feliciana

BE IT KNOWN, That before me, Stephen P. Dart, a Notary Public duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared Robert Harrison Daniel, Robert Harry Daniel, Jr., and Edward Irwin Daniel, to me known to be the identical persons who executed the above and foregoing act of sale as vendors, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that they executed the above and foregoing act of sale as Vendors of their own free will and as their own free act and deed, for the uses, purposes and benefits therein expressed; and that their signatures thereto are true and genuine.

THUS DONE AND PASSED in my office in the Parish and State aforesaid on this the 20th, day of April, 1957.

WITNESSES:

Evert Reed.

Harvey A. Garrett.

Robert Harrison Daniel.

Robert Harry Daniel, Jr.

Edward Irwin Daniel.

Stephen P. Dart, Notary Public,  
West Feliciana Parish, Louisiana.

State of California  
City and County of San Francisco.

BE IT KNOWN That before me, Geraldine D. Cohen, a Notary Public in and for the City and County of San Francisco, State of California, personally came and appeared E. W. Erickson, appearing herein in his capacity as Vice-President of CROWN ZELLERBACH CORPORATION, to me personally known to be the identical person whose name is subscribed to the foregoing act of sale as representing the said Crown Zellerbach Corporation, Purchaser, and acknowledged to me in the presence of the undersigned competent witnesses that he executed the same on behalf of said Corporation and that it was executed for the uses, purposes and considerations therein expressed under due authority, as the free act and deed of said corporation.

Page 1 of 7  
STATE OF LOUISIANA

PARISH OF WEST FELICIANA

KNOW ALL MEN BY THESE PRESENTS That this act of sale and transfer dated the 27 day of April, 1957, made and entered into by and between

----- LLOYD J. COBB, -----  
of the full age of majority and a resident of Orleans Parish, Louisiana, who has been married but once and then to Mrs. Mireille LeBreton Cobb, nee LeBreton, with whom he is presently living and residing, whose permanent mailing address is Whitney Building, New Orleans Louisiana, sometimes hereinafter known and designated as "Vendor", and

----- CROWN ZELLERBACH CORPORATION, -----  
a corporation duly organized and existing under the laws of the State of Nevada, whose permanent mailing address is 343 Sansome Street, San Francisco, California, herein appearing through and represented by E. W. ERICKSON, its VICE PRESIDENT, hereunto duly authorized, sometimes hereinafter known and designated as "Purchaser",

W I T N E S S E T H :

WHEREAS, heretofore, by act dated May 28, 1955 and recorded June 1, 1955 in Conveyance Book 49 page 339 of the Conveyance Records of West Feliciana Parish, Louisiana, Lloyd J. Cobb as vendor sold his undivided one-half (1/2) interest in Mount Vernon Plantation containing 1358 acres, more or less, as therein described, to Robert Harry Daniel, Jr. and Edward Irwin Daniel as purchasers, subject, however, to the reservation by said vendor of an undivided one-fourth (1/4) interest in and to all the oil, gas and minerals and mineral rights, but not gravel or sand, of whatever nature and kind, in, to and under the said Mount Vernon Plantation and wherein said act the said Lloyd J. Cobb reserved and acquired from Robert Harry Daniel, Jr., Edward Irwin Daniel and their co-owner Robert Harrison Daniel (Sr.) the option to purchase and acquire an undivided one-fourth (1/4) interest in the oil, gas and minerals and mineral

rights, but not gravel or sand, of whatever nature and kind, in, to and under said Mount Vernon Plantation from time to time in the future at the intervals stated, for the price and consideration and under the conditions, provisions and stipulations contained in said deed, which said deed is sometimes hereinafter referred to simply as the "Cobb deed"; and

WHEREAS, Robert Harrison Daniel, Robert Harry Daniel, Jr. and Edward Irwin Daniel, as vendors, sold and conveyed to Crown Zellerbach Corporation, as purchaser, a part or portion of said Mount Vernon Plantation containing 642.80 acres as is more fully hereinafter described, as per act dated April 20 1957 and recorded April 27 1957 in Conveyance Book 51 page 84 of the Conveyance Records of West Feliciana Parish, Louisiana, subject, however, to the reservations made and options acquired by Lloyd J. Cobb under the aforescribed Cobb deed, which said deed is sometimes hereinafter referred to simply as the "Crown deed"; and

WHEREAS, the aforesaid portion of Mount Vernon Plantation containing 642.80 acres more or less was acquired by Crown Zellerbach Corporation for the primary purpose of constructing, maintaining and operating thereon, in whole or in part, a paper manufacturing plant and allied and supporting facilities and from time to time expanding same; and it is necessary that in the future Crown Zellerbach Corporation have the sole, exclusive and unrestricted use of the surface of said lands and underlying strata of lands down to a depth of say 7500 feet below the surface;

NOW THEREFORE, the Vendor, for the price and consideration hereinafter named and expressed, has sold, conveyed, assigned and delivered, and does by these presents bargain, sell, grant, convey, assign and deliver, free from all mortgages, pledges, liens or other encumbrances, and with full and complete warranty of title and with full and complete subrogation of all rights and actions of warranty against all prior vendors or owners, unto the Purchaser, here present, accepting and purchasing for itself, its successors and assigns and acknowledging due delivery and possession thereof, the following described property situated in West Feliciana Parish, Louisiana, to-wit:

FIRST: An undivided one-fourth (1/4) interest in and to all the oil, gas and minerals and mineral rights, but not gravel or sand, of whatever nature and kind, in, to and under that portion of Mount Vernon Plantation containing 642.80 acres, sold by Robert Harrison Daniel, Robert Harry Daniel, Jr. and Edward Irwin Daniel, as vendors, to Crown Zellerbach Corporation, as Purchaser, as per deed dated April 20 1957 as above described, that may be on, within, under or produced from said land at any depth less than 7500 feet below the surface of said land. The said portion of Mount Vernon Plantation containing 642.80 acres more or less, is more particularly described as follows:

A certain piece or parcel or tract of land situated in the Parish of West Feliciana, State of Louisiana, containing 642.80 acres, more or less, lying in and comprising all or portions of Sections 43, 46, 47 and 48, T-4-S, R-2-W, together with the improvements thereon and all rights, ways, privileges, prescriptions and advantages, and all riparian rights, accretions, alluvions, batture and batture rights thereunto belonging or in anywise appertaining, the said tract being all that part of Mount Vernon Plantation that is bounded as follows: on the upper or northerly side by lands of Mrs. Martha E. Riddle Lapeze et al and the remaining portion of Mount Vernon Plantation the lands of vendors, on the easterly side by the center line of Thompsons Creek, on the southerly side by Fancy Point Plantation lands of Mrs. Kathleen Byrne Mathews et al, and on the westerly side by lands of Mrs. Margaret Ford Daniel et al and lands of heirs of Mrs. A. G. Lorio et al, and is particularly described as follows:

Commencing at the southeast corner of Section 44, Township 4 South, Range 2 West, thence S. 8° -00' W. 736.2 feet; thence S. 82° -00' E. 3057.5 feet to the point of beginning. Thence from said point of beginning run S. 8° -00' W. 1104.1 feet to a point on the line between Sections 43 and 46, Township 4 South, Range 2 West, 50 feet west of the center of a gravel road; thence S. 8° -00' W. 1861.2 feet to a point on the line between Sections 46 and 47, Township 4 South, Range 2 West; thence S. 87° -54' W. 5496.6 feet to a point on the southerly edge of the Texas Eastern Transmission Corp. Pipe Line right-of-way; thence along the southerly edge of said Texas Eastern Transmission Corp. Pipe Line right-of-way S. 83° -06' W. 1000.0 feet to the toe of bluff the Western boundary of Mount Vernon Plantation; thence along the toe of bluff, western boundary of Mount Vernon Plantation, in a general southeasterly direction 2033.6 feet more or less to the southerly boundary of Section 48, Township 4 South, Range 2 West; thence along the southerly boundary of Section 48, Township 4 South, Range 2 West, S. 82° -00' E. 5505.8 feet more or less to the center of Thompsons Creek; thence along the center of Thompsons Creek in a general northeasterly direction 8959 feet more or less to the line between Sections 42 and 46, Township 4 South, Range 2 West; thence along the line between Sections 42 and 46 and Sections 43 and 46, Township 4 South, Range 2 West, N. 82° -00' W. 5037.7 feet; thence N. 8° -00' E. 1104.1 feet; thence N. 82° -00' W. 143.6 feet to the point of beginning, containing 642.8 acres, more or less, and as shown and outlined in red on map or plat entitled "Survey of Certain Portions of Sections 42, 43, 46, 47

48 and 49, Township 4 South, Range 2 West, West Feliciana Parish, Louisiana, for Crown Zellerbach Corporation", made by Associated Engineers, Registered Civil Engineers of Baton Rouge, Louisiana, on the 15th day of April 1957, a copy of which was attached to the aforescribed deed dated April 20 1957. The said lands are sometimes hereinafter referred to as the "Crown tract".

SECOND: All rights, privileges and options that the said vendor Lloyd J. Cobb reserved and/or acquired from Robert Harry Daniel, Jr., Edward Irwin Daniel and Robert Harrison Daniel (Sr.) under the provisions of the deed from Lloyd J. Cobb to Robert Harry Daniel, Jr., and Edward Irwin Daniel, dated May 28, 1955 and recorded in Conveyance Book 49 page 339 of the Conveyance Records of West Feliciana Parish, Louisiana, as above described, for the purchase at any time or times in the future of an undivided one-fourth (1/4) interest in and to all the oil, gas and minerals and mineral rights of whatever nature and kind, in and to and under said Crown tract as above described, insofar as said rights, privileges and options affect and pertain to the said oil, gas and minerals and mineral rights that may be on, within, under or produced from said Crown tract at any depth less than 7500 feet below the surface of said land.

THIRD: Any and all rights, express or implied, that the vendor, Lloyd J. Cobb, has or may have under and by virtue of the reservations and/or options acquired by him from Robert Harry Daniel, Jr., Edward Irwin Daniel and Robert Harrison Daniel (Sr.) in the deed from Lloyd J. Cobb to Robert Harry Daniel, Jr. and Edward Irwin Daniel, dated May 28, 1955 and recorded in Conveyance Book 49 page 339 of the Conveyance Records of West Feliciana Parish, Louisiana, as above described, to presently or at any time hereafter use the surface of said Crown tract and land and strata of land below the surface of said land to a depth of 7500 feet for the purpose of exploring, drilling, mining or otherwise in any manner exercising any right in all the oil, gas and minerals and mineral rights of whatever nature and kind, in, to and under said Crown tract, and that may be on, within, under or at a greater depth than 7500 feet below the surface of said Crown tract.

TO HAVE AND TO HOLD said property unto the said Purchaser, its successors and assigns forever.

The Vendor and Purchaser agree that the said Vendor, Lloyd J. Cobb, hereby reserves and retains all his right, title and interest in and to an undivided one-fourth (1/4) interest in and to all the oil, gas and minerals and mineral rights, but not gravel or sand, of whatever nature and kind, in, to and under the Crown tract as above described, that may be on, within, under or produced from said Crown tract at a depth of 7500 feet below the surface of said land or at any greater depth, but nothing herein contained shall be construed in any way to enlarge the said one-fourth (1/4) interest or extend the same. The said Vendor, Lloyd J. Cobb, under-

stands and agrees that neither he nor his heirs, successors, assigns or lessees, shall have the right to use the surface of the Crown tract or any part thereof for any purpose whatsoever in exploring, drilling or mining or otherwise exercising any right by him reserved or hereafter acquired in and to any oil, gas and minerals and mineral rights in, under and that may be produced from a depth greater than 7500 feet below the surface of said Crown tract. The said Lloyd J. Cobb, Vendor, also understands and agrees that he and his heirs, successors, assigns and lessees, in exploring, drilling, mining and exercising his rights reserved or hereafter acquired in and to any oil, gas and minerals and mineral rights in, under and that may be produced from a greater depth than 7500 feet below the surface of said Crown tract, will conduct such activities from adjacent lands, provided, however, that said mineral rights may be exercised by drilling directionally under the surface of said Crown tract if and provided that surface casing first be set to a perpendicular depth of at least 1000 feet at some location off said land, or by digging a mine, provided the mouth of the shaft of said mine be located off said land and that any shaft that may be located on said land shall be at a depth greater than 1000 feet below the surface of said land.

It is the intention of the Vendor herein to sell and convey and of the Purchaser herein to purchase and acquire (1) the entire interest of Vendor in and to all the oil, gas and minerals and mineral rights of whatever nature and kind, in, to and under the Crown tract as above described which the said Vendor, Lloyd J. Cobb, reserved in the deed from Lloyd J. Cobb to Robert Harry Daniel, Jr. and Edward Irwin Daniel, dated May 28, 1955 and recorded June 1, 1955 in Conveyance Book 49 page 339 of the Conveyance Records of West Feliciana Parish, Louisiana, except only such oil, gas and minerals and mineral rights that may be on, within, under or produced from said land at any depth greater than 7500 feet below the surface of said land; and (2) the entire interest of the Vendor, Lloyd J. Cobb, in and to all rights, privileges and options that the said Lloyd J. Cobb reserved and/or

acquired under and pursuant to the aforescribed act of sale dated May 28, 1955, for the purchase at any time or times in the future of an undivided interest in and to the oil, gas and minerals and mineral rights in, to and under the said Crown tract, except insofar as said rights, privileges and options affect or pertain to the said described oil, gas and minerals and mineral rights that may be on, within, under or produced from said Crown tract at any depth greater than 7500 feet below the surface of said land.

This sale, conveyance and transfer is made and accepted for and in consideration of the price and sum of Forty-three Thousand, Nine Hundred and No/100 Dollars (\$43,900.00) cash, which said Purchaser has well and truly paid in ready and current money to the Vendor, who hereby acknowledges receipt thereof and grants full acquittance and discharge therefor.

The deeds, documents and instruments hereinabove referred to are made a part hereof by reference the same as if incorporated herein in full.

All the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

The United States Internal Revenue Stamps amounting to Forty-eight and 40/100 Dollars (\$48.40) as required by law have been affixed hereto and canceled.

IN TESTIMONY WHEREOF the Vendor has hereunto signed this act at New Orleans, Louisiana, in the presence of Sarah M. Meredith and Maudie V. Gersch, competent attesting witnesses, on this the 27 day of April, 1957.

WITNESSES:

Sarah M. Meredith  
Maudie V. Gersch

Lloyd J. Cobb  
Lloyd J. Cobb

IN TESTIMONY WHEREOF the Purchaser has hereunto signed this act at San Francisco, California, in the presence of J.E. MURRAY

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and J. P. WHITE, competent attesting witnesses, on this the 30th day of April, 1957.

WITNESSES:

J. Murray  
J. White

CROWN ZELLERBACH CORPORATION

By E. Erickson  
VICE PRESIDENT

State of Louisiana  
Parish of Orleans

BE IT KNOWN That before me, James R. Fuller, a Notary Public duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared LLOYD J. COBB, to me known to be the identical person who executed the above and foregoing act of sale as Vendor, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he executed the above and foregoing act of sale as Vendor of his own free will and as his own free act and deed, for the uses, purposes and benefits therein expressed; and that his signature thereto is true and genuine.

THUS DONE AND PASSED in my office in the parish and state aforesaid on this the 27 day of April, 1957.

WITNESSES:

Nancy Meredith  
Maud V. Gersch

Lloyd J. Cobb  
Lloyd J. Cobb

James R. Fuller  
Notary Public, Orleans Parish,  
Louisiana

State of California  
City and County of San Francisco

BE IT KNOWN That before me, Clara M. Hay, a Notary Public in and for the city and county of San Francisco, State of California, personally came and appeared E. W. ERICKSON, appearing herein in his capacity as VICE PRESIDENT of CROWN ZELLERBACH CORPORATION, to me personally known to be the identical person whose name is subscribed to the foregoing act of sale as representing the said Crown Zellerbach Corporation, Purchaser, and acknowledged to me in the presence of the undersigned competent witnesses that he executed the same on behalf of said corporation and that it was executed for the uses, purposes and considerations therein expressed under due authority, as the free act and deed of said corporation.

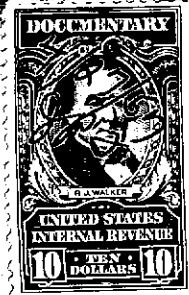
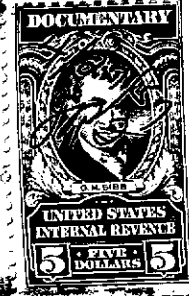
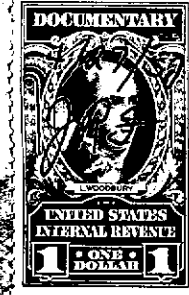
THUS DONE AND PASSED in my office in the City, County and State aforesaid, on this 30th day of April, 1957.

WITNESSES:

J. Murray  
J. White

E. Erickson

Clara M. Hay  
Notary Public, City and County of  
San Francisco, State of California



STATE OF LOUISIANA

PARISH OF WEST FELICIANA

KNOWALL MEN BY THESE PRESENTS That on this the 10th day of July, 1957

----- CROWN ZELLERBACH CORPORATION, -----

a Nevada corporation herein appearing through and represented by

E. W. Erickson its Vice President

hereunto duly authorized, sometimes hereinafter called "Grantor", for the consideration and upon the terms and conditions hereinafter set forth and expressed, does by these presents grant, transfer, assign, set over and deliver unto the

----- POLICE JURY OF THE PARISH OF WEST FELICIANA, STATE OF LOUISIANA, -----

herein appearing through and represented by J. H. Babers

its President, hereunto duly authorized, sometimes hereinafter called "Grantee", a servitude of right of way for the construction and maintenance of a public road or highway on, over and across the following described lands in West Feliciana Parish, Louisiana, to-wit:

A certain parcel of land located in Section 47 T 4 S, R 2 W, starting at a point on the South line of Section 46, T 4 S, R 2 W, which point is S 82° 00' E. 5.00 feet from the intersection of the North and West lines of the Crown Zellerbach Corporation's property, measured along the South line of Section 46; thence in a southerly direction a distance of 800.0 feet along a curve of 1,145.00 foot radius; thence S 48° 00' W a distance of 1,012.30 feet; thence N 42° 00' W a distance of 20.00 feet; thence S 48° 00' W a distance of 750.00 feet; thence S 42° 00' E a distance of 130 feet; thence N 48° 00' E a distance of 1762.30 feet; thence in a northerly direction a distance of 875.27 feet along a curve of 1,255.00' radius; thence N 82° 00' West 110.00 feet along the South line of Section 46 to the point of beginning, containing 6.90 acres, more or less.

This servitude of right of way of said road or highway is made by the Grantor for and in consideration of the benefits, uses and advantages received and accruing to it by reason of the location and the construction and maintenance of said road or highway on said described land. The Grantor

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also waives and abandons all claims for damages to the lands in said right of way on account of the exercise by the Grantee of the rights herein granted.

The said servitude of right of way is made and granted by the Grantor and accepted by the Grantee solely for the construction and maintenance of said road or highway and all the rights and privileges herein granted shall cease and determine upon the abandonment of said road or highway by the Grantee.

The Grantor reserves the right to use and enjoy the lands in said right of way for Grantor's purposes so long as said use does not interfere with any of the rights herein conveyed.

All the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto signed this act in the presence of the undersigned competent witnesses as of the day and date first above written.

WITNESSES as to execution by Grantor:

J. Murray  
J. White

CROWN ZELLERBACH CORPORATION

By J. Erickson  
Vice President  
GRANTOR

WITNESSES as to execution by Grantee:

J. Marchand  
Jane K. Perkins

POLICE JURY OF THE PARISH OF WEST FELICIANA, STATE OF LOUISIANA

By J. H. Baber  
GRANTEE

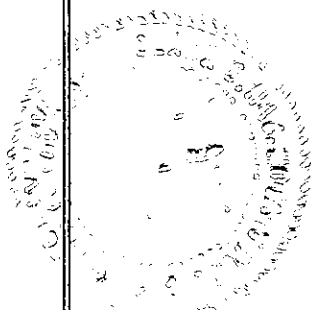


STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO

On this the 10<sup>th</sup> day of July, 1957, before me, the undersigned Notary Public, duly commissioned, qualified and acting within and for the above named city, county and state, personally came and appeared E. W. Erickson, to me well known, who, being first duly sworn, did say that he is Vice President of CROWN-ZELLERBACH CORPORATION, and that the seal affixed to this instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and the said E. W. Erickson acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my official signature and seal at San Francisco, California, on the day, month and year first above written.

Clara K. Hay  
Notary Public, City and County of  
San Francisco, State of California  
My Commission Expires  
April 17, 1960

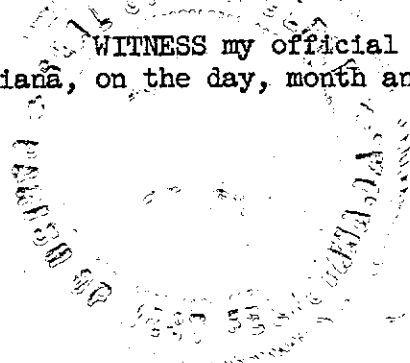


STATE OF LOUISIANA  
PARISH OF WEST FELICIANA

On this 15<sup>th</sup> day of July, 1957, before me, the undersigned Notary Public, duly commissioned, qualified and acting within and for the above named parish and state, personally came and appeared J. N. Babers, to me well known, who, being first duly sworn, did say that he is President of the Police Jury of the Parish of West Feliciana, State of Louisiana, and that in said capacity he signed and executed the above and foregoing instrument for and on behalf and in the name of said Police Jury of the Parish of West Feliciana, State of Louisiana, as his free act and deed and as the free act and deed of said Police Jury of the Parish of West Feliciana, State of Louisiana, and for the uses, purposes and consideration therein expressed.

WITNESS my official signature and seal at St. Francisville Louisiana, on the day, month and year first above written.

Prince F. Golson  
Notary Public, West Feliciana Parish,  
State of Louisiana



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STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

BE IT KNOWN, That before me, Clara H. Gray,  
a Notary Public in and for the city and county of San Francisco, State of  
California, duly commissioned and qualified, and in the presence of the wit-  
nesses hereinafter named and undersigned, personally came and appeared

----- CROWN ZELLERBACH CORPORATION, -----

a corporation duly organized and existing under the laws of the State of  
Nevada, whose permanent mailing address is 343 Sansome Street, San Francisco,  
California, herein appearing through and represented by E. W. ERICKSON

\_\_\_\_\_, its VICE PRESIDENT, hereunto duly  
authorized by Article 7, Section 10 of the bylaws of said corporation, a  
certified copy of which is annexed hereto and made a part hereof, herein-  
after sometimes designated as "Vendor", who declared that for the con-  
sideration and upon the terms and conditions hereinafter set forth and ex-  
pressed, said Vendor has bargained and sold and does by these presents  
grant, bargain, sell, assign, transfer, deliver, abandon and set over under  
all lawful warranties and with substitution and subrogation to all rights  
and actions of warranty against all preceding owners and vendors, unto

----- ST. FRANCISVILLE PAPER COMPANY, -----

a corporation duly organized and existing under the laws of the State of  
Delaware, whose permanent mailing address is St. Francisville, Louisiana,  
herein appearing through and represented by H. E. CARPENTER

its VICE PRESIDENT, hereunto duly authorized by Article IV  
Section 8 of the bylaws of said corporation

a certified copy of which is annexed hereto and made a part hereof, herein-  
after sometimes designated as "Purchaser", here present, accepting and pur-  
chasing for itself and its successors and assigns, and acknowledging delivery  
and possession of the following described property, to-wit:

8/5/1957      51-282      #1286

A certain tract or parcel of land situated in Sections 47 and 48, T-4-S, R-2-W, West Feliciana Parish, Louisiana, formerly comprising a portion of Mount Vernon Plantation, containing forty-five and 50/100 (45.50) acres, more or less, together with all the buildings and improvements thereon and all the rights, ways, privileges, prescriptions, advantages, and all riparian rights, accretions, alluvion, batture and batture rights thereunto belonging or in anywise appertaining, and being bounded as follows: On the northerly and westerly sides by lands of Crown Zellerbach Corporation, on the southerly side by lands of St. Francisville Paper Company, and on the easterly side by the center line of Thompson's Creek. The said tract is more particularly described as follows, to-wit:

Beginning at the intersection of the line between Sections 49 and 47, T-4-S, R-2-W with the center line of Thompson's Creek, and run thence along the center line of Thompson's Creek N. 13° -19' E. 119.9 feet; thence N. 30° -43' E. 95 feet; thence N. 71° -06' E. 90.1 feet to a point and corner; thence N. 82° -00' W. 1935.9 feet to a point and corner; thence N. 8° -00' E. 272.85 feet to a point and corner; thence N. 82° -00' W. 2847.95 feet to a point and corner; thence S. 8° -00' W. 530 feet to a stake and a point in the line between Sections 48 and 49, T-4-S, R-2-W; thence S. 82° -00' E. along the line between Sections 49 and Sections 48 and 47, T-4-S, R-2-W 4633.5 feet to the point of beginning; and as shown and outlined in red on map or plat entitled "Survey of Certain Portions of Sections 42, 43, 46, 47, 48 and 49, Township 4 South, Range 2 West, West Feliciana Parish, Louisiana, for Crown Zellerbach Corporation" made by Associated Engineers, registered civil engineers of Baton Rouge, Louisiana, and revised to show division line on May 24, 1957 and June 20, 1957, a copy of which is annexed hereto and made a part hereof and paraphrased by me, Notary, for identification herewith.

TO HAVE AND TO HOLD the said property unto the said Purchaser, its successors and assigns, forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of Seventeen Thousand, Four Hundred Five and 80/100 Dollars (\$17,405.80), lawful current money of the United States of America, which amount the said Purchaser has paid in ready cash, receipt of which is hereby acknowledged by the Vendor and full discharge and acquittance granted therefor.

The parties hereto especially understand and agree that this sale and conveyance is made by the Vendor and accepted by the Purchaser subject to the following:

1. All rights that the State of Louisiana has or may have in and to all that part of the property hereby conveyed as above described that comprises a part of the bed and bottom of Thompson's Creek and lies

between the center line and the ordinary low water mark of Thompson's Creek.

2. All servitudes in favor of the public imposed by law on the property hereby conveyed.

3. Such rights as Dixie Electric Membership Corporation has or may have under the servitude of right of way granted by R. H. Daniel and Lloyd J. Cobb to Dixie Electric Membership Corporation by act dated June 28, 1949 and recorded July 26, 1949 in Conveyance Book 41 page 347 of the Conveyance Records of West Feliciana Parish, Louisiana, for the construction, operation and maintenance of a transmission line or system across the lands hereby conveyed.

4. The reservation of certain minerals, mineral rights and options to hereafter acquire certain mineral rights in Mount Vernon Plantation, including the above described lands, under the provisions and stipulations of the act of sale dated May 28, 1955 and recorded June 1, 1955 in Conveyance Book 49 page 339 of the Conveyance Records of West Feliciana Parish, Louisiana, wherein and whereby Lloyd J. Cobb, as vendor, sold his undivided one-half (1/2) interest in Mount Vernon Plantation to Robert Harry Daniel, Jr. and Edward Irwin Daniel, as purchasers, and wherein Robert Harrison Daniel intervened and agreed as therein stipulated, insofar as such minerals, mineral rights and options pertain to and affect the lands hereby conveyed, and as the same were amended and affected by the sale of a portion of Mount Vernon Plantation, including the above described lands, by Robert Harrison Daniel, Robert Harry Daniel, Jr. and Edward Irwin Daniel to Crown Zellerbach Corporation, by act dated April 20, 1957, and recorded April 27, 1957, in Conveyance Book 51 page 84 of the Conveyance Records of West Feliciana Parish, Louisiana, and the sale and conveyance by Lloyd J. Cobb to Crown Zellerbach Corporation, by act dated April 27, 1957, and recorded May 10, 1957, as original document No. 1168, in Conveyance Book 51 page 110 of the Conveyance Records of West Feliciana Parish, Louisiana. The intent is that the Vendor hereby conveys to the Purchaser the lands above described and all mineral rights therein, subject only to such mineral rights and options to hereafter acquire mineral rights that Lloyd



Cobb has or may have in said lands under and by virtue of the reservations, provisions and stipulations of the aforescribed deeds.

5. Servitude of right of way of passage granted by Crown Zellerbach Corporation to Mrs. Kathleen Byrne Mathews et al in the deed dated June 6, 1957, and recorded as original document No. 1212 in Conveyance Book 51 page 170 of the Conveyance Records of West Feliciana Parish, Louisiana, insofar as said servitude affects the above described property.

All the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is hereby dispensed with by the consent of the parties hereto. All taxes assessed against the property herein conveyed have been paid to date, as appears from the certificate hereto annexed.

The United States Internal Revenue Stamps amounting to \$19.25 as required by law have been affixed hereto and duly canceled.

THUS DONE, READ AND PASSED, in quadruplicate originals, at my office in the City and County of San Francisco, State of California, in the presence of J. E. MURRAY and C. O. BALDAM competent witnesses who have hereunto signed their names with the parties and me, said Notary, on this 22<sup>nd</sup> day of July, 1957.

WITNESSES:

J. E. Murray

C. O. Baldam

CROWN ZELLERBACH CORPORATION

By [Signature]  
Vice President Vendor



ST. FRANCISVILLE PAPER COMPANY

By [Signature]  
Purchaser

Clara H. Hay  
Notary Public, City and County of  
San Francisco, State of California

My Commission Expires  
April 17, 1963

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CERTIFICATE

I, C. S. Cullenbine, the duly elected and acting Secretary of Crown Zellerbach Corporation, a Nevada corporation, do hereby certify that:

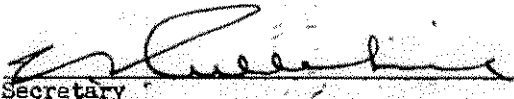
1. ARTICLE VII-C of the Bylaws of said Corporation as adopted November 20, 1956, and as still in full force and effect, provides as follows:

"ARTICLE VII-C  
Other Vice Presidents

Section 10-C. The other Vice Presidents shall have such powers and perform such duties as may be prescribed by the Board of Directors, the Executive Committee, the President, the Executive Vice President, or the Senior Vice Presidents. They may sign and execute bonds, certificates of stock, mortgages, other contracts, obligations and instruments of every kind and character of the Corporation."

2. E. W. Erickson is a duly elected and acting Vice President of said Corporation.

WITNESS my hand and the seal of the Corporation, this 22nd day of July, 1957.

  
Secretary  
Crown Zellerbach Corporation

CERTIFICATE

I, C. S. Cullenbine, the duly elected and acting Assistant Secretary of St. Francisville Paper Company, a Delaware corporation, do hereby certify that:

1. ARTICLE IV of the Bylaws of said Corporation as adopted and as still in full force and effect, provides as follows:

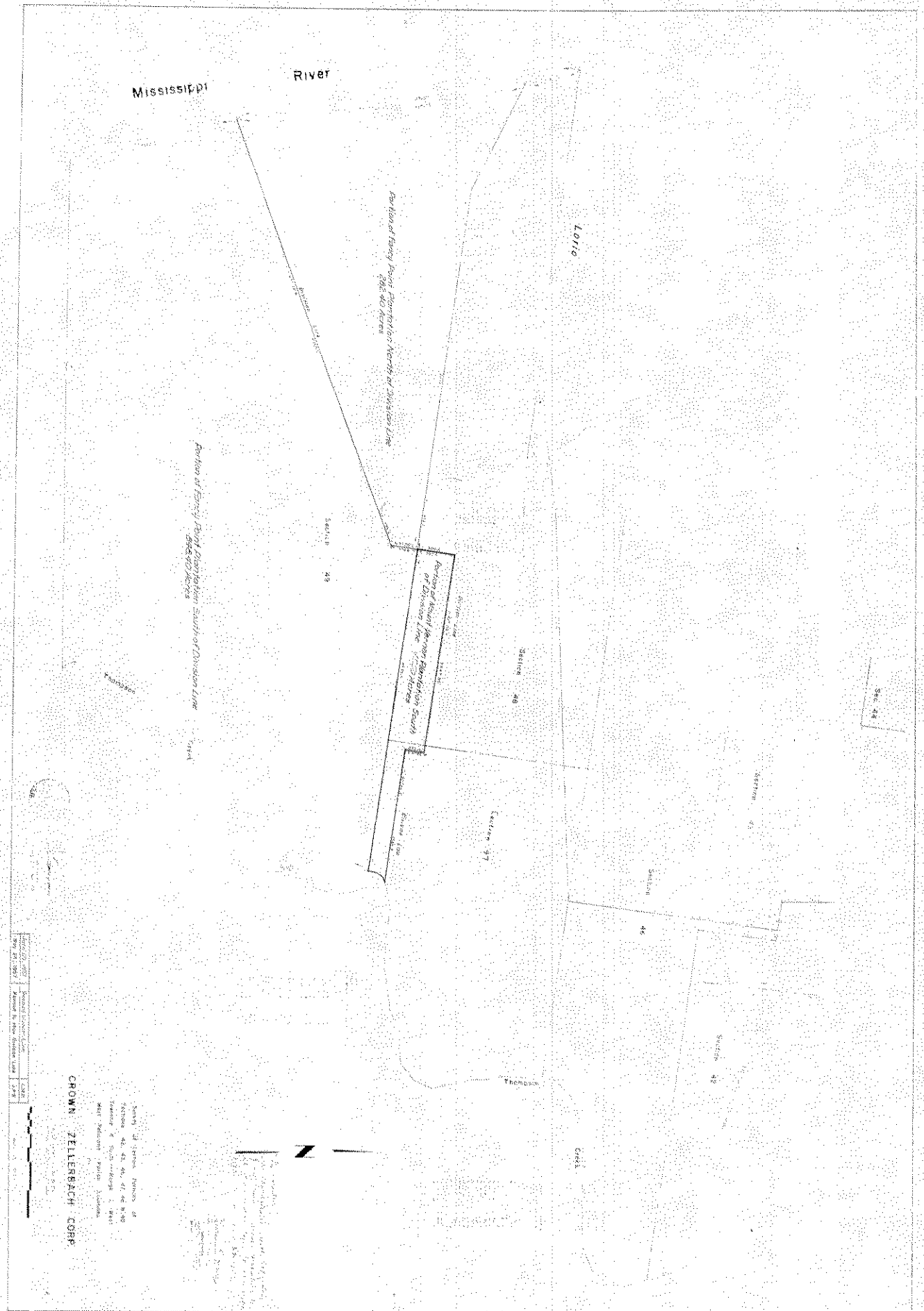
"ARTICLE IV  
Officers

SECTION 8. Vice-Presidents. At the request of the President, or in his absence or inability to act, the Vice-President or, if there be more than one, the Vice-President designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the President. Each Vice-President shall perform such duties as from time to time may be assigned to him by the President or the Board. Any Vice-President may sign, with any other proper officer of the Corporation thereunto authorized, certificates for stock of the Corporation, and when authorized by the Board may enter into any contract or execute and deliver any instrument, in the name and on behalf of the Corporation, except in cases in which the authority to enter into such contract or execute and deliver such instrument, as the case may be, shall be otherwise expressly delegated."

2. H. F. Carpenter is a duly elected and acting Vice President of said Corporation.

WITNESS my hand and the seal of the Corporation, this 22nd day of July, 1957.

  
Assistant Secretary  
St. Francisville Paper Company



STATE OF LOUISIANA

PARISH OF WEST FELICIANA

KNOW ALL MEN BY THESE PRESENTS That the following act of sale dated the 19th day of September, 1957, made and entered into by and between

----- MRS. MARTHA E. RIDDLE LAPEZE, -----  
born Riddle, of the full age of majority and a resident of the Parish of West Feliciana, Louisiana, who has been married but once and then to John W. Lapeze, with whom she is presently living and residing, and whose permanent mailing address is St. Francisville, Louisiana;

----- JOHN W. LAPEZE, -----  
of the full age of majority and a resident of the Parish of West Feliciana, Louisiana, who has been married but once and then to Mrs. Martha E. Riddle Lapeze, born Riddle, with whom he is presently living and residing, whose permanent mailing address is St. Francisville, Louisiana;

----- MRS. HELEN K. OVERTON, -----  
appearing herein in her capacity as the duly appointed curator ad hoc to represent the absentee, GEORGE BRANNON RIDDLE, if he be alive, and to represent his heirs if he be dead, hereunto duly authorized by a judgment of the Twentieth Judicial District Court in and for the Parish of West Feliciana, State of Louisiana, rendered and signed on August 23, 1957, in the Matter of Mrs. Martha E. Riddle Lapeze and John W. Lapeze versus George Brannon Riddle" No. 1946 on the docket of said court, as will appear by reference to a certified copy of said judgment which is annexed hereto and made a part hereof, sometimes hereinafter known and designated as "Vendors"; and

----- CROWN ZELLERBACH CORPORATION, -----  
a corporation duly organized and existing under the laws of the State of Nevada, whose permanent mailing address is 343 Sansome Street, San Francisco, California, herein appearing through and represented by Robert T. Kimberlin, its VICE PRESIDENT, hereunto duly authorized, sometimes hereinafter known and designated as "Purchaser";

1375

WITNESSETH:

That pursuant to and in conformity with the aforescribed judgment of the Twentieth Judicial District Court rendered and signed on August 23, 1957, and for the price and consideration and upon the terms and conditions hereinafter expressed, the Vendors do by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, free from all mortgages, liens or encumbrances other than those hereinafter set out, and with full and complete warranty of title and with full and complete subrogation of all rights and actions of warranty against all prior vendors or owners, unto the Purchaser, here present and accepting and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession thereof, the following described property together with the improvements thereon and all rights, ways, privileges, prescriptions and advantages and riparian rights, accretions, alluvion, batture and batture rights thereunto belonging or in anywise appertaining, to-wit:

A certain tract or parcel of land situated in Sections 42 and 43, T-4-S, R-2-W situated in the Parish of West Feliciana, Louisiana, as shown by map made by Associated Engineers of Baton Rouge, Louisiana, dated April 15, 1957, within the following described boundaries, to-wit:

Commencing at the southeast corner of Section 44, T-4-S, R-2-W thence south 8° 00' west 736.2 feet; thence south 82° 00' east 2,643.9 feet to the point of beginning; thence from said point of beginning run north 743.4 feet to a point on the southerly edge of Illinois Central Railroad right-of-way where it is intersected by the south boundary of Section 44 extended south 82° 00' east; thence along the edge of said Illinois Central Railroad right-of-way in a southeasterly direction 5,963.4 feet, more or less, to the center of Thompsons Creek; thence along the center of Thompsons Creek south 15° 32' east 245.2 feet to the south boundary of Section 42, T-4-S, R-2-W; thence along the south boundary of Sections 42 and 43, T-4-S, R-2-W north 82° 00' west 5,037.7 feet; thence north 8° 00' east 1,104.1 feet; thence north 82° 00' west 557.2 feet to the point of beginning, containing 79.1 acres, more or less, and as shown and outlined in red on said map or plat entitled "Survey of a portion of Sections 42 & 43 Township 4 South - Range 2 West West Feliciana Parish, Louisiana for Crown Zellerbach Corporation" made by Associated Engineers, Baton Rouge, Louisiana, a copy of which is annexed hereto and made a part hereof and signed by the parties for identification herewith.

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

The price and consideration for which this sale is made is the sum of TWENTY-THREE THOUSAND, SEVEN HUNDRED THIRTY DOLLARS (\$23,730.00) cash in hand paid by the Purchaser to the Vendors, who hereby acknowledge receipt thereof and grant full acquittance and discharge therefor.

This sale and conveyance is made by the Vendors and accepted by the Purchaser subject to the following:

1. All rights that the State of Louisiana has or may have in and to all that part of the property hereby conveyed as above described that comprises a part of the bed and bottom of Thompsons Creek and lies between the center line and ordinary low water mark of said Thompsons Creek.

2. All servitudes in favor of the public imposed by law on the property hereby conveyed.

All taxes assessed against the property herein conveyed have been paid to date, as appears from the certificate hereto annexed.

The deeds, documents and instruments hereinabove referred to are made a part hereof by reference the same as if incorporated herein in full; and all the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

The United States Internal Revenue Stamps amounting to Twenty-six Dollars and Forty Cents (\$26.40) as required by law have been affixed hereto and canceled.

IN TESTIMONY WHEREOF the Vendors Mrs. Martha E. Riddle Lapeze and John W. Lapeze have hereunto signed this act at St. Francisville, Louisiana, in the presence of Elisabeth Kilbourne Dart and Willis M. Daniel, competent attesting witnesses, on this the 19th day of September, 1957.

WITNESSES:

Elisabeth Kilbourne Dart  
Elisabeth Kilbourne Dart

Mrs. Martha E. Riddle Lapeze  
Mrs. Martha E. Riddle Lapeze

Willis M. Daniel  
Willis M. Daniel

John W. Lapeze  
John W. Lapeze

IN TESTIMONY WHEREOF the Vendor, Mrs. Helen K. Overton, curator ad hoc, duly appointed to represent and herein representing the absentee,

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George Brannon Riddle, if he be alive, or his heirs if he be dead, at

St. Francisville, Louisiana, in the presence of Alma S. Reed

and Jas. H. Kilbourne, competent attesting witnesses, on this

the 19th day of September, 1957.

WITNESSES:

Alma S. Reed  
Alma S. Reed

Jas. H. Kilbourne  
Jas. H. Kilbourne

Helen K. Overton  
Mrs. Helen K. Overton, duly appointed curator ad hoc to represent the absentee, George Brannon Riddle, if he be alive or if he be dead then to represent his heirs

IN TESTIMONY WHEREOF the Purchaser has hereunto signed this act

at San Francisco, California, in the presence of J. E. MURRAY

and C. O. BALDAM, competent attesting witnesses, on this

the 25th day of September, 1957.

WITNESSES:

J. E. Murray  
C. O. Baldam

CROWN ZELLERBACH CORPORATION

By [Signature]  
Vice President

ACKNOWLEDGMENT

STATE OF LOUISIANA  
PARISH OF WEST FELICIANA

BE IT KNOWN That before me, Stephen P. Dart, a Notary Public duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared MRS. MARTHA E. RIDDLE LAPEZE and JOHN W. LAPEZE, to me known to be the identical persons who executed the above and foregoing act of sale as Vendors, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that they executed the above and foregoing act of sale as Vendors of their own free will and as their own free act and deed, for the uses, purposes and benefits therein expressed; and that their signatures thereto are true and genuine.

THUS DONE AND PASSED in my office in the parish and state aforesaid on this 19th day of September, 1957.

WITNESSES:

Elizabeth Kilbourne Dart  
Elizabeth Kilbourne Dart  
Willis M. Daniel  
Willis M. Daniel

Mrs. Martha E. Riddle Lapeze  
Mrs. Martha E. Riddle Lapeze  
John W. Lapeze  
John W. Lapeze

Stephen P. Dart  
Notary Public, West Feliciana Parish, Louisiana

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ACKNOWLEDGMENT

STATE OF LOUISIANA  
PARISH OF WEST FELICIANA

BE IT KNOWN That before me, Stephen P. Dart, a Notary Public, duly commissioned and qualified in and for the parish and state aforesaid, personally came and appeared MRS. HELEN K. OVERTON, to me known to be the identical, true and genuine person who executed the above and foregoing act of sale as one of the Vendors, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that she executed the above and foregoing act of sale as a Vendor, as the duly appointed curator ad hoc to represent the absentee, GEORGE BRANNON RIDDLE, if he be alive, or to represent his heirs if he be dead, by order of the Twentieth Judicial District Court for the Parish of West Feliciana, dated August 23, 1957, in proceedings Number 1946, and that she executed the same in her said capacity as the free act and deed of her principal or principals, for the uses, purposes and benefits therein expressed, and that her signature thereto is true and genuine.

THUS DONE AND PASSED in my office in the parish and state aforesaid on this 19th day of September, 1957.

WITNESSES:

Alma S. Reed  
Alma S. Reed

Helen K. Overton  
Mrs. Helen K. Overton

Jas. H. Kilbourne  
Jas. H. Kilbourne

Stephen P. Dart  
Notary Public West Feliciana Parish, Louisiana  
Stephen P. Dart

ACKNOWLEDGMENT

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO

BE IT KNOWN That before me Geraldine DeCohen, a Notary Public in and for the city and county of San Francisco, State of California, personally came and appeared Robert T. Kimberlin, appearing herein in his capacity as Vice President of CROWN ZELLERBACH CORPORATION, to me personally known to be the identical person whose name is subscribed to the foregoing act of sale as representing the said Crown Zellerbach Corporation, Purchaser, and acknowledged to me in the presence of the undersigned competent witnesses that he executed the same on behalf of said corporation and that it was executed for the uses, purposes and considerations therein expressed under due authority, as the free act and deed of said corporation.

THUS DONE AND PASSED in my office in the city, county and state aforesaid, on this 23rd day of September, 1957.

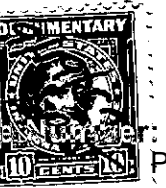
WITNESSES:

E. Murray  
R. Balaban

Robert T. Kimberlin  
Vice President

Geraldine DeCohen  
Notary Public, City and County of San Francisco, State of California

My Commission Expires January 11, 1961



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MRS. MARTHA E. RIDDLE LAPEZE,  
AND JOHN W. LAPEZE

VS.

GEORGE BRANNON RIDDLE

NUMBER 1946

20TH JUDICIAL DISTRICT COURT

PARISH OF WEST FELICIANA

STATE OF LOUISIANA

FILED: Aug 23, 1957

St. Shiley D. Winston  
Clerk

Judgment on Rule

This cause came on to be heard on the rule issued on Motion of Mrs. Martha E. Riddle Lapese and John W. Lapese directing the Honorable Helen K. Overton, Curator ad Hoc, to show cause why their petition for a private sale to effect a partition under the provisions of LSRS 9:171 through 178 should not be granted:

Present: Kilbourne & Bart, Attorneys for Mrs. Martha E. Riddle Lapese and John W. Lapese, and  
Helen K. Overton, Curator ad Hoc, appointed to represent the absentee defendant, George Brannon Riddle

When, after considering the pleadings, and hearing the evidence, the Court being of the opinion that the law and the evidence are in favor of petitioners for the reason this day orally assigned;

(1) IT IS ORDERED, ADJUDGED AND DECREED that George Brannon Riddle is hereby declared to be absentee within the meaning of the provisions of LSRS 9:171 through 178; and

(2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mrs. Martha E. Riddle Lapese and John W. Lapese are the co-owners in indivision with the absentee George Brannon Riddle in the proportion of an undivided Five Sixths (5/6) interest thereof in Martha E. Riddle Lapese and John W. Lapese, and an undivided One Sixth (1/6th) interest thereof in George Brannon Riddle of the following described property, to-wit:

A certain tract or parcel of land situated in Section 42 and 43, Township 4 South, Range 2 West, situate in the Parish of West Feliciana, Louisiana, as shown by map made by The Associated Engineers, Baton Rouge, Louisiana, dated April 15, 1957, within the following described boundaries, to-wit:

\*Commencing at the Southeast corner of Section 44, Township 4 South, Range 2 West, thence S. 80° - 00' W 736.2'; thence South 82° - 00' E 266.9' West to the point of beginning. Thence from said point of

beginning running due North 743.4 feet to a point on the southerly edge of Illinois Central Railroad right-of-way where it is intersected by the South boundary of Section 44 extended S 82° - 00' E.; thence along the edge of said Illinois Central Railroad right-of-way in a southeasterly direction 593.4 feet, more or less, to the center of Thompson Creek; thence along the center of Thompson Creek S. 19° - 38' E. 245.2 feet to the South boundary of Section 42, Township 4 South, Range 2 West; thence along the South boundary of Section 42 and 43, Township 4 South, Range 2 West, N. 82° - 00' West 5037.7 feet; thence N. 8° - 00' E 1104.1 feet; thence N. 82° - 00' W. 557.2 feet to the point of beginning. Containing 79.1 acres, more or less.

(3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the above described property be sold at private sale to affect a partition in accordance with the provisions of LSES 9:171 through 173 for a minimum price of TWENTY THREE THOUSAND SEVEN HUNDRED AND THIRTY AND 80/100 (\$ 23,730.00) DOLLARS cash to Crown Kellertach Corporation.

(4) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the interest of the absentee George Brannon Riddle, if he be alive, or of his heirs, if he be dead, in the above described property is hereby fixed at One Sixth (1/6th) and that the share, if he be alive, or the shares of his heirs if he be dead, of the proceeds of said sale is hereby fixed at One Sixth (1/6th) of the total.

(5) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the pro-rata share of the expenses of these proceedings of the absentee George Brannon Riddle, if he be alive, or if he be dead, than the pro-rata share of the expenses of these proceedings due by his heirs, is hereby fixed and determined to be One Sixth (1/6th) of the total.

(6) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Honorable Helen K. Overton, Curator ad Hoc, herein appointed to represent the absentee George Brannon Riddle, if he be alive, or to represent his heirs if he be dead, be and she is hereby authorized and directed to execute the necessary acts of conveyance to Crown Kellertach Corporation for a minimum price of TWENTY THREE THOUSAND SEVEN HUNDRED THIRTY AND 80/100 (\$ 23,730.00) DOLLARS, said act to contain full warranty of title in order to complete the partition and she is further authorized to receive and receipt for share or shares of the proceeds of said sale of the absentee George Brannon Riddle, if he be alive or of his heirs if he be dead, and to pay out of said proceeds the pro-rata share due by the absentee George Brannon Riddle if he be alive, or by his heirs if he be dead, of all of the costs and

expenses of these proceedings as fixed by this Honorable Court and to pay into the registry of the Court the balance of said proceeds after deduction of the above mentioned pro-rata share of the costs and expenses of these proceedings.

(7) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this judgment and the execution of the act of conveyance by the Curator ad Hoc shall be binding and effective against all persons known or unknown, absent or unlocated, deceased or alive and the heirs of all such persons and none of them shall thereafter be heard to claim any right theretofore existing in, to and against the property so conveyed or any part thereof.

(8) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the fee of the Curator ad Hoc in these proceedings in these proceedings is hereby fixed at the sum of One Hundred and <sup>70</sup>/<sub>100</sub> Dollars.

Judgment rendered in open Court this 23 day of August, 1957.

Judgment read and signed in Open Court this 23 day of August, 1957.

W. Woodrow W. Overton  
Woodrow W. Overton  
Judge, 10th Judicial District Court

a true copy Shirley B. Winston  
by Clerk

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STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

BE IT KNOWN That before me, Geraldine D. Cohen, a Notary Public in and for the above named city, county and state, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared

----- CROWN ZELLERBACH CORPORATION, -----

a corporation duly organized and existing under the laws of the State of Nevada, whose permanent mailing address is 343 Sansome Street, San Francisco, California, herein appearing through and represented by E.W. ERICKSON, its Vice-President, hereunto duly authorized by Article 7, Section 10 of the bylaws of said corporation, a certified copy of which is annexed hereto and made a part hereof, hereinafter sometimes called "Vendor", and

----- ST. FRANCISVILLE PAPER COMPANY, -----

a corporation duly organized and existing under the laws of the State of Delaware, whose permanent mailing address is St. Francisville, Louisiana, herein appearing through and represented by H.F. CARPENTER, its VICE-President, hereunto duly authorized by Article IV, Section 8 of the bylaws of said corporation, a certified copy of which is annexed hereto and made a part hereof, hereinafter sometimes called "Purchaser", and said appearers declared that:

WHEREAS, by an act passed before Clara E. Hay, a Notary Public in and for the City and County of San Francisco, State of California, on July 22, 1957, and recorded August 5, 1957 as Original Document No. 1286 in Conveyance Book 51 page 282 of the Conveyance Records of West Feliciana Parish, Louisiana, Crown Zellerbach Corporation, as Vendor, sold and conveyed to St. Francisville Paper Company, as Purchaser, for the price and consideration and under the conditions and stipulations therein contained, the property therein described, as follows, to-wit:

-1-

1384

10/4/1957

51/388

#1384

A certain tract or parcel of land situated in Sections 47 and 48, T-4-S, R-2-W, West Feliciana Parish, Louisiana, formerly comprising a portion of Mount Vernon Plantation, containing forty-five and 50/100 (45.50) acres, more or less, together with all the buildings and improvements thereon and all the rights, ways, privileges, prescriptions, advantages, and all riparian rights, accretions, alluvion, batture and batture rights thereunto belonging or in anywise appertaining, and being bounded as follows: On the northerly and westerly sides by lands of Crown Zellerbach Corporation, on the southerly side by lands of St. Francisville Paper Company, and on the easterly side by the center line of Thompson's Creek. The said tract is more particularly described as follows, to-wit:

Beginning at the intersection of the line between Sections 49 and 47, T-4-S, R-2-W with the center line of Thompson's Creek, and run thence along the center line of Thompson's Creek N. 13° -19' E. 119.9 feet; thence N. 30° -43' E. 95 feet; thence N. 71° -06' E. 90.1 feet to a point and corner; thence N. 82° -00' W. 1935.9 feet to a point and corner; thence N. 8° -00' E. 272.85 feet to a point and corner; thence N. 82° -00' W. 2847.95 feet to a point and corner; thence S. 8° -00' W. 530 feet to a stake and a point in the line between Sections 48 and 49, T-4-S, R-2-W; thence S. 82° -00' E. along the line between Sections 49 and Sections 48 and 47, T-4-S, R-2-W 4633.5 feet to the point of beginning; and as shown and outlined in red on map or plat entitled "Survey of Certain Portions of Sections 42, 43, 46, 47, 48 and 49, Township 4 South, Range 2 West, West Feliciana Parish, Louisiana, for Crown Zellerbach Corporation" made by Associated Engineers, registered civil engineers of Baton Rouge, Louisiana, and revised to show division line on May 24, 1957 and June 20, 1957.

and

WHEREAS, an error was committed in preparing the description of the property to be conveyed by the Vendor and acquired by the Purchaser and said parties have agreed to reform and correct the aforementioned description so as to conform with their intentions;

NOW THEREFORE, in consideration of the premises and the consideration originally recited, the parties hereto do hereby reform and correct the description of the property sold, transferred and conveyed by the afore-described deed, so as to read as follows:

A certain tract or parcel of land situated in Sections 47 and 48, T-4-S, R-2-W, West Feliciana Parish, Louisiana, formerly comprising a portion of Mount Vernon Plantation, containing forty-five and 50/100 (45.50) acres, more or less, together with all the buildings and improvements thereon and all the rights, ways, privileges, prescriptions, advantages, and all riparian rights, accretions, alluvion, batture and batture rights thereunto belonging or in anywise appertaining, and being bounded as follows: On the northerly and westerly sides by lands of Crown Zellerbach Corporation,

on the southerly side by lands of St. Francisville Paper Company, and on the easterly side by the center line of Thompson's Creek. The said tract is more particularly described as follows, to-wit:

Beginning at the intersection of the line between Sections 47 and 49, Township 4 South, Range 2 West, with the center of Thompson's Creek. Thence along the line between Sections 47 and 49 and Sections 48 and 49, same being the southern boundary of Mount Vernon Plantation, North 82° 00' West 4,633.5 feet; thence North 8° 00' East 530.0 feet; thence South 82° 00' East 2,847.95 feet; thence South 8° 00' West 272.85 feet; thence South 82° 00' East 1,932.4 feet more or less to the center of Thompson's Creek; thence along the center of Thompson's Creek with the following courses and distances: South 71° 06' West 111.0 feet, South 30° 43' West 95.0 Feet and South 13° 19' West 119.9 feet to the point of beginning; and as shown and outlined in red on map or plat entitled "Survey of Certain Portions of Sections 42, 43, 46, 47, 48 and 49, Township 4 South, Range 2 West, West Feliciana Parish, La. for Crown Zellerbach Corp." made by Associated Engineers, registered civil engineers of Baton Rouge, Louisiana, on April 15, 1957, and revised on September 19, 1957, a copy of which is annexed hereto and made a part hereof and paraphrased by me, said Notary, for identification herewith.

and the Vendor does hereby grant, bargain, sell, assign, transfer, deliver, abandon and set over under all lawful warranties and with substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, the said described property unto Purchaser, under the conditions and stipulations as set out in the original deed dated July 22, 1957, as above described.

The parties hereto understand and agree that the said deed dated July 22, 1957 as herein reformed and corrected shall remain in full force and effect in all of its conditions, provisions and stipulations as originally written, executed and signed.

All parties to this act waive the production of the certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana and release and exonerate me, the said Notary, from all liability on account of the non-production of the same.

The documents herein referred to are made a part hereof by reference the same as if incorporated herein in full; and all the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.



THUS DONE, READ AND PASSED, in quadruplicate originals, at my office in the City and County of San Francisco, State of California, in the presence of J.E. Murray and C.O. BALDAM, competent witnesses who have hereunto signed their names with the parties and me, said Notary, on this 2nd day of October, 1957.

WITNESSES:

J.E. Murray  
C.O. Baldam

CROWN ZELLERBACH CORPORATION

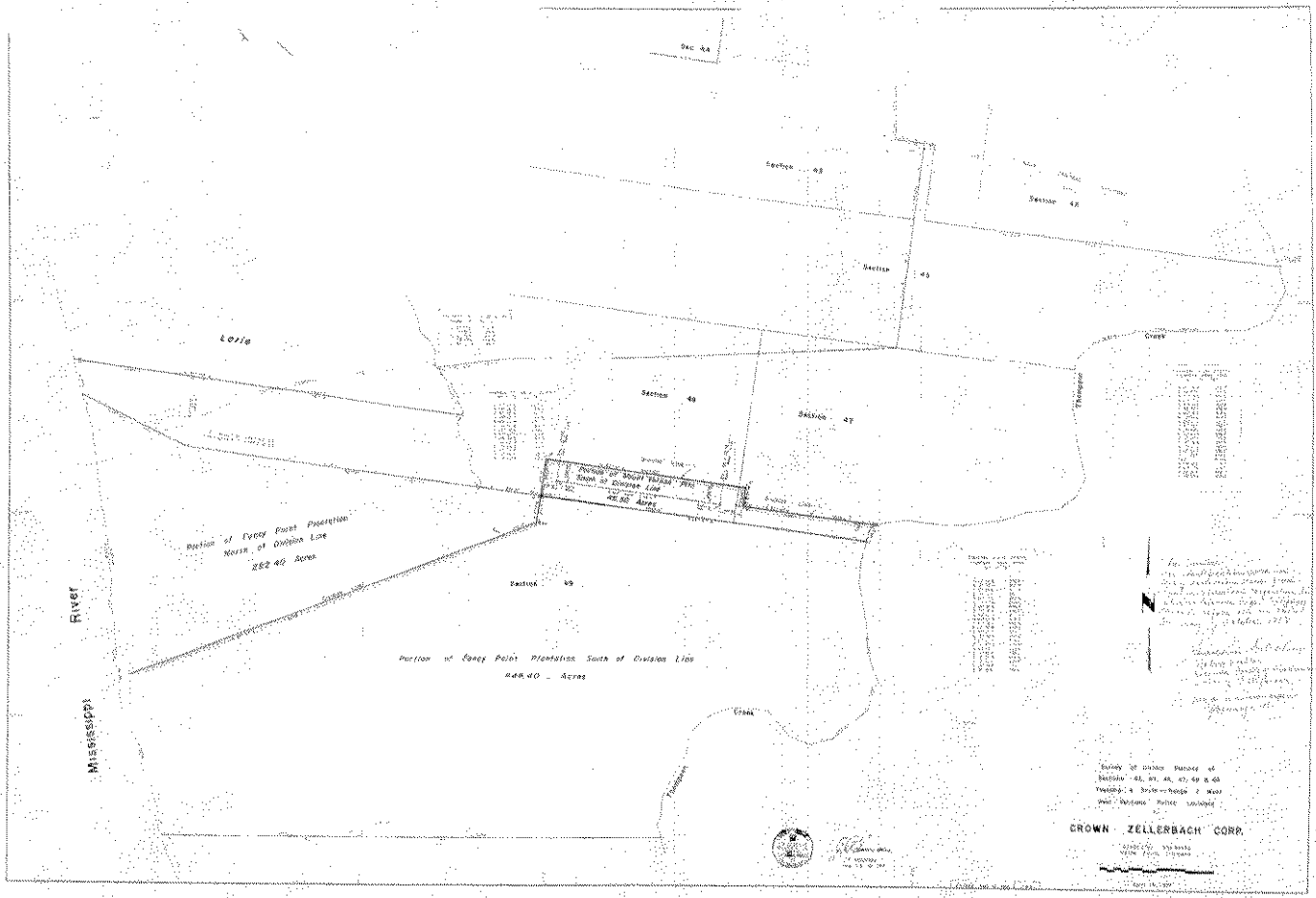
By [Signature]  
Vice President Vendor

ST. FRANCISVILLE PAPER COMPANY

By [Signature]  
Vice President Purchaser

Geraldine Cohen  
Notary Public, City and County of  
San Francisco, State of California

My Commission Expires January 11, 1961.



No. 1432

## STATE OF LOUISIANA

## PARISH OF WEST FELICIANA

KNOW ALL MEN BY THESE PRESENTS That on this the 22<sup>nd</sup> day of  
October, 1957

----- CROWN ZELLERBACH CORPORATION, -----  
a corporation duly organized and existing under the laws of the State of  
Nevada, whose permanent mailing address is 343 Sansome Street, San Francisco,  
California, herein appearing through and represented by F. W. ERICKSON  
\_\_\_\_\_, its Vice President, hereunto  
duly authorized by Article 7, Section 10 of the bylaws of said corporation,  
a certified copy of which is annexed hereto and made a part hereof, herein-  
after sometimes called "Grantor", for the consideration and upon the terms  
and conditions hereinafter set forth and expressed, does by these presents  
grant, transfer, assign, set over and deliver unto

----- ST. FRANCISVILLE PAPER COMPANY, -----  
a corporation duly organized and existing under the laws of the State of  
Delaware, whose permanent mailing address is St. Francisville, Louisiana,  
herein appearing through and represented by H. F. CARPENTER  
its Vice President, hereunto duly authorized by Article IV,  
Section 8 of the bylaws of said corporation, a certified copy of which is  
annexed hereto and made a part hereof, hereinafter sometimes called "Grantee",  
a servitude of passage and right of way on, over and across the following  
described property situated in West Feliciana Parish, Louisiana, to-wit:

A certain right-of-way located in Section 47, T-4-S, R-2-W  
beginning at a point designated as Station 31+67.56 on the  
road centerline which is the intersection of the centerline  
of the mill access road and the east property line of St.  
Francisville Paper Company; which point is 127.60 feet,  
north 8° 00' east along the said property line, from the  
corner where the north and east property lines of the St.  
Francisville Paper Company intersect; thence 50 feet wide,  
25 feet on each side of the centerline of the mill access  
road, following a curve of 759.8 foot radius in a north-  
easterly direction, a distance of 461.32 feet to the point  
of curve of said curve; thence north 48° 00' east a distance  
of 106.24 feet to a point designated as Station 26+00 on  
the road centerline which point is at the southerly end of  
the road right-of-way granted by Crown Zellerbach Corporation  
to the Parish of West Feliciana; containing 0.65 acres more  
or less; all as shown and outlined in red on map or plat  
entitled "Property Map Showing Road R/W Limits Section 47  
Township 4 South, Range 2 West West Feliciana Parish,  
Louisiana CROWN ZELLERBACH CORPORATION" made on September 24,

1957 by Associated Engineers of Baton Rouge, Louisiana, a copy of which is annexed hereto and made a part hereof and signed by the parties for identification herewith.

for the purpose of making the lands of Grantee accessible to the parish public road connecting with said right of way.

The said Grantee, its successors and assigns, and their officers, agents, employees, lessees and invitees shall have free ingress, egress and regress on, over and across said right of way on foot and with all manner of animal-drawn or motor-propelled vehicles, including, without limitation, tractors, trailers and other means of transportation whether similar or dissimilar to those above mentioned, as by it or them shall be deemed necessary or convenient at all times and seasons on, over and across said right of way.

The servitude of right of way and passage as above described is granted by the Grantor and accepted by the Grantee under and subject to the following provisions and stipulations, to-wit:

1. The said Grantee shall have the right and authority to build, construct, maintain and use any road and bridge as may be necessary for free and clear passage on, over, across and upon said right of way. In the event Grantee constructs any such road or roadway on said right of way, the Grantor shall in no event be liable for the cost and expense, or any part thereof, for the construction, operation and maintenance of said road or roadway; and the use of said road or roadway shall be at the risk of the Grantee.

2. Any road or roadway on said right of way shall be constructed by the Grantee in such manner as will not interfere with the drainage of the remaining lands of the Grantor.

3. Grantor reserves the right to fully use and enjoy the lands included in said right of way for all purposes other than those herein granted, except that Grantor shall not construct or maintain, nor permit the construction or maintenance on said right of way of any structure or obstruction that will interfere with the use and enjoyment of the servitude herein granted. Without limiting the generality of the above, Grantor particularly

reserves the right to cross said right of way with as many roadways, pipelines, water lines, sewer lines, telephone lines and other utilities as Grantor may deem necessary or desirable and to grant such rights to others, provided same do not interfere with the use and enjoyment of the said servitude of Grantee.

4. Grantee accepts this servitude of passage and right of way subject to all leases, servitudes and mineral rights or other rights heretofore granted or reserved affecting said land that appear of record in the office of the Clerk and Recorder of West Feliciana Parish, Louisiana, and without any warranty or recourse against Grantor, except for the return of the purchase price in the event of failure of title to the lands in said right of way.

5. The servitude of passage and right of way herein granted shall not be personal to the parties hereto but shall run with the land and be binding upon the successors and assigns of the respective parties hereto.

6. Grantee agrees to pay any and all damages which may arise to the lands, timber and improvements of Grantor which may be suffered by reason of the construction, operation and maintenance of any road or roadway on said right of way.

7. The servitude and all rights granted hereunder shall cease, determine and ipso facto terminate, without any demand or putting in default, upon Grantee's failure to use said servitude for a period of two consecutive years. Upon the expiration or termination of said servitude, the Grantee will, at the request of the Grantor, level the surface of said right of way as nearly as practicable, and remove all debris therefrom.

The price and consideration for which this servitude is made and granted is the sum of TEN and 00/100 (\$10.00)

\_\_\_\_\_ Dollars cash in hand paid by the Grantee to the Grantor who acknowledges receipt thereof and grants full acquittance and discharge therefor.

IN TESTIMONY WHEREOF, the parties hereto have signed these presents

in triplicate originals as of the day, month and year first above written, in the presence of the undersigned competent attesting witnesses.

WITNESSES as to execution by Crown Zellerbach Corporation:

E. O. Balsam  
R. F. Kraybill

CROWN ZELLERBACH CORPORATION

By E. W. Erickson  
Vice President

WITNESSES as to execution by St. Francisville Paper Company:

E. O. Balsam  
R. F. Kraybill

ST. FRANCISVILLE PAPER COMPANY

By H. E. Carpenter  
Vice President

State of California  
City and County of San Francisco

Before me, the undersigned authority, this day personally appeared E. W. ERICKSON, to me personally known, who, being by me duly sworn, did say that he is Vice President of CROWN ZELLERBACH CORPORATION, and that the seal affixed to the above and foregoing right of way agreement is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said E. W. ERICKSON acknowledged said instrument to be the free act and deed of said corporation.

E. W. Erickson

Sworn to and subscribed before me on this the 22 day of October,



Clara G. Hay  
Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires April 17, 1960

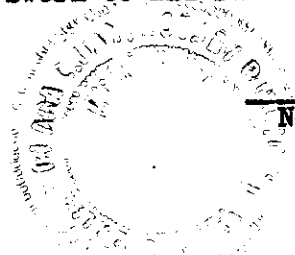
State of California  
City and County of San Francisco

Before me, the undersigned authority, this day personally appeared H. E. CARPENTER, to me personally known, who, being by me duly sworn, did say that he is Vice President of ST. FRANCISVILLE PAPER COMPANY, and that the seal affixed to the above and foregoing right of way agreement is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said H. E. CARPENTER acknowledged said instrument to be the free act and deed of said corporation.

H. E. Carpenter

Sworn to and subscribed before me on this the 22 day of October,

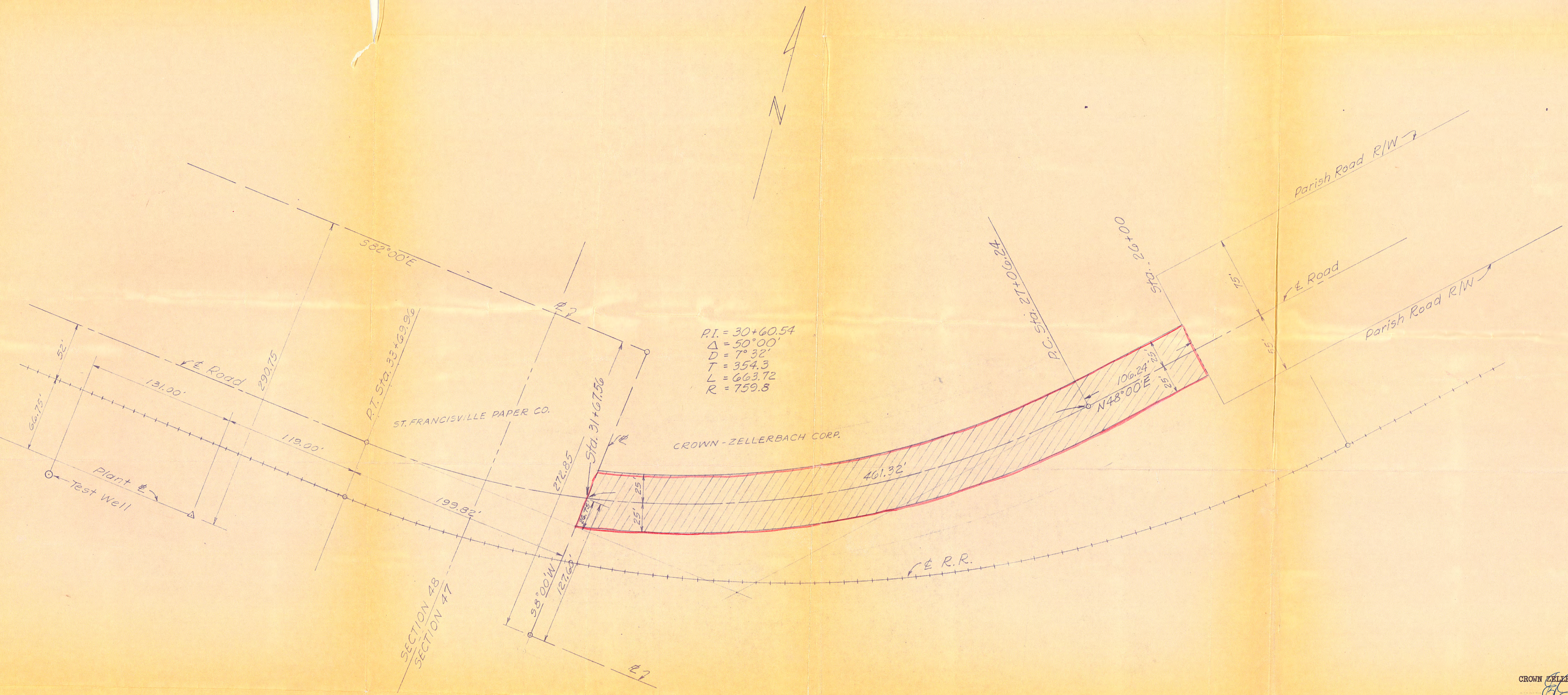
1957.



Clara G. Hay  
Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires April 17, 1960





$P.I. = 30+60.54$   
 $\Delta = 50^{\circ}00'$   
 $D = 7^{\circ}32'$   
 $T = 354.3$   
 $L = 663.72$   
 $R = 759.8$

Scale: 1"=50'

CROWN ZELLERBACH CORPORATION  
By *[Signature]*

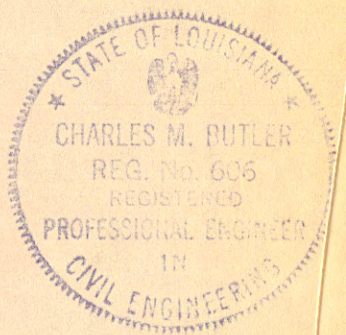
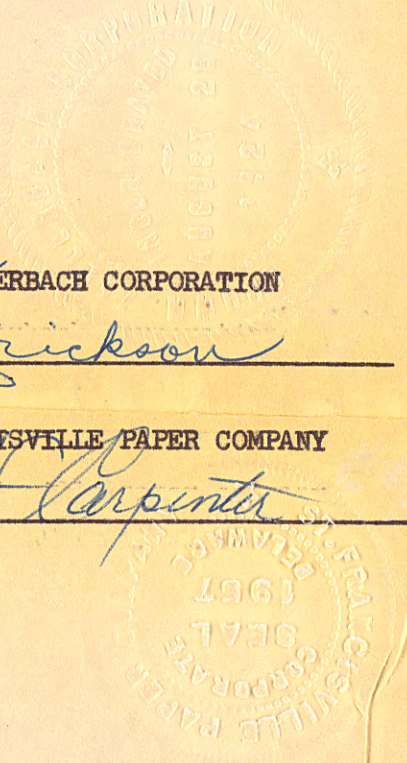
ST. FRANCISVILLE PAPER COMPANY  
By *[Signature]*

PROPERTY MAP  
SHOWING ROAD R/W LIMITS  
Section 47  
Township 4 South, Range 2 West  
West Feliciana Parish, Louisiana

CROWN ZELLERBACH CORPORATION

Sept. 24, 1957

ASSOCIATED ENGINEERS  
BATON ROUGE, LOUISIANA



1432



STATE OF LOUISIANA

PARISH OF WEST FELICIANA

THIS AGREEMENT made this 19th day of November, 1957, by and between

----- CROWN ZELLERBACH CORPORATION, -----

a Nevada corporation, whose permanent mailing address is 343 Sansome Street, San Francisco, California, herein appearing through and represented by

E.W. FRICKSON, its VICE PRESIDENT, hereunto

duly authorized by article 7, section 10 of the bylaws of said corporation, a certified copy of which is annexed hereto and made a part hereof, sometimes hereinafter called "Grantor", and

-----GULF STATES UTILITIES COMPANY, -----

a Texas corporation, whose permanent mailing address is 446 North Boulevard, Baton Rouge, Louisiana, sometimes hereinafter called "Grantee",

W I T N E S S E T H :

That for and in consideration of the sum of One Hundred Dollars (\$100.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Grantor and full acquittance and discharge granted therefor, Grantor does by these presents grant, transfer, assign, set over and deliver unto Grantee a servitude of right of way to enter upon and to construct, extend, maintain, inspect, operate, replace, remove, repair and patrol a line or lines of poles and/or towers which may be constructed simultaneously or in the future, with lines of wires, cross-arms, guy wires, conduits, stubs and other facilities, appliances and appurtenances used and/or adapted for use for the transmission of electric energy or power for any and all purposes, together with all foundations, anchors and braces necessary to support the same, and also the right to build, maintain and repair and/or remove a sub-station or sub-stations thereon, upon, over and across the following described tract of land situated in the Parish of West Feliciana, State of Louisiana, to-wit:

1468



A certain parcel of land located in West Feliciana Parish, Louisiana, in Sections 47 and 48, T-4-S, R-2-W, beginning at a point on the common boundary between the Crown Zellerbach Corporation and the St. Francisville Paper Company, which point is 1,066.38 feet south 82° 00' east along said boundary from the northwest corner of the St. Francisville Paper Company property; thence north 8° 00' east a distance of 23 feet; thence south 82° 00' east a distance of 1,799.57 feet; thence south 8° 00' west a distance of 295.85 feet; thence north 82° 00' west a distance of 18 feet; thence along the common boundary between Crown Zellerbach Corporation and St. Francisville Paper Company north 8° 00' east a distance of 272.85 feet; thence along said boundary north 82° 00' west a distance of 1,781.57 feet to the point of beginning; containing 1.06 acres more or less, as shown on map prepared by Associated Engineers of Baton Rouge, Louisiana, dated October 1, 1957, a copy of which is annexed hereto and made a part hereof and initialled by the parties for identification herewith.

The said servitude as above described is granted by Grantor and accepted by Grantee under and subject to the following provisions and stipulations, to-wit:

1. The Grantee shall have the right of ingress and egress to and from said right of way over the adjoining lands of Grantor, but where practicable, Grantee shall use established roadways on said lands. Grantee agrees, however, that it and its officers, agents, employees and licensees will abide by all reasonable rules and regulations of Grantor now in effect or that may be hereafter adopted that regulate and govern entrance on the said lands of Grantor.
2. The Grantee shall have the right at all times to trim and remove such trees, underbrush and other obstructions upon and adjacent to the lands included in said right of way as will interfere with or endanger said line or lines or other equipment or facilities or the maintenance or operation thereof when erected. Grantee shall pay to Grantor the value of such trees as timber when removed.
3. Any sub-station site may be fenced by the Grantee but the remaining portion of said right of way shall not be fenced by Grantee without the written consent of Grantor previously obtained.
4. Grantor reserves the right to fully use and enjoy the lands included in said right of way for all purposes other than those herein granted, except that Grantor shall not construct or maintain, nor permit

the construction or maintenance on said right of way of any structure or obstruction that would interfere with the use and enjoyment of the servitude herein granted. Without limiting the generality of the above, Grantor particularly reserves the right to cross said right of way with as many roadways, pipe lines, water lines, sewer lines, telephone lines and other utilities as Grantor may deem necessary or desirable, and to grant such rights to others, provided same do not seriously interfere with the use and enjoyment of the servitude of Grantee.

5. In the event Grantor should at any time in the future desire to construct any permanent building or other structure or improvements on or in the immediate vicinity of the lands covered and affected by the servitude herein granted, Grantee agrees that it will, upon receipt of written notice from Grantor, promptly remove all or any portion or portions of its lines, equipment and facilities that will or may interfere with said building or construction, and will relocate said lines, equipment and facilities on other lands of Grantor at a suitable location agreeable to both parties. In such case, the Grantor shall reimburse the Grantee for the actual cost of relocating such lines, equipment and facilities.

6. Grantee assumes responsibility for the safe condition of said right of way insofar as any of its operations or installations are concerned and will hold the Grantor harmless and indemnify it from any damages to person or property caused by Grantee's failure to construct, maintain and operate said lines, equipment and facilities in a safe condition.

7. Unless otherwise herein provided, Grantee agrees to pay all damages to the lands, timber and improvements of Grantor which may be suffered by reason of the construction, operation and maintenance of said lines, equipment and facilities of Grantee.

8. Grantee accepts this servitude subject to all leases, servitudes and mineral rights or other rights heretofore granted or reserved affecting said land that appear of record in the office of the Clerk and Recorder of West Feliciana Parish, Louisiana, and without any warranty or recourse against Grantor, except for the return of the purchase price in the event

of failure of title to the lands in said right of way.

9. The servitude herein granted shall not be personal to the parties hereto but shall run with the land and be binding upon the successors and assigns of the respective parties hereto.

10. The servitude and all rights granted hereunder shall cease, determine and ipso facto terminate without any demand or putting in default upon Grantee's failure to use said servitude for a period of twelve (12) consecutive months. Upon the expiration or termination of said servitude, Grantee agrees that it will, within three (3) months thereafter, remove all of its lines, equipment and facilities from said right of way and remove all debris and restore said lands as nearly as practicable to their former condition.

IN TESTIMONY WHEREOF, the parties hereto have signed these presents in triplicate originals as of the day, month and year first above written, in the presence of the undersigned competent attesting witnesses.

WITNESSES as to execution by Crown Zellerbach Corporation:

[Signature]  
[Signature]  
H. Y. Zuock

CROWN ZELLERBACH CORPORATION  
By [Signature]  
Vice President  
E.W.Erickson

WITNESSES as to execution by Gulf States Utilities Company:

[Signature]  
Helen R. Smith  
[Signature]  
Feltus B. Stirling

GULF STATES UTILITIES COMPANY  
By [Signature]  
H. C. Leonard, Exec. Vice President

State of California  
City and County of San Francisco

Before me, the undersigned authority, this day personally appeared E.W. ERICKSON, to me personally known, who, being by me duly sworn, did say that he is Vice President of CROWN ZELLERBACH CORPORATION, and that the seal affixed to the above and foregoing right of way agreement is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said E.W. ERICKSON acknowledged.

said instrument to be the free act and deed of said corporation.

E. W. Erickson

E. W. Erickson Vice President

Sworn to and subscribed before me on this the 19<sup>th</sup> day of November, 1957.

Geraldine D. Cohn

Notary Public in and for the City and County of San Francisco, State of California

Geraldine D. Cohn My Commission Expires January 11, 1961.

State of Louisiana  
Parish of East Baton Rouge

Before me, the undersigned authority, this day personally appeared H. C. Leonard, to me personally known, who, being by me duly sworn, did say that he is Exec. Vice President of GULF STATES UTILITIES COMPANY, and that the seal affixed to the above and foregoing right of way agreement is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said H. C. Leonard acknowledged said instrument to be the free act and deed of said corporation.

H. C. Leonard

Sworn to and subscribed before me on this the 4<sup>th</sup> day of December, 1957.

[Signature]

Notary Public, East Baton Rouge Parish, Louisiana

No. 1544

STATE OF LOUISIANA :

PARISH OF WEST FELICIANA :

KNOW ALL MEN BY THESE PRESENTS that CROWN ZELLERBACH CORPORATION, a corporation duly organized and existing under the laws of the State of Nevada, whose permanent mailing address is 343 Sansome Street, San Francisco, California, herein appearing through and represented by \_\_\_\_\_ E.W. ERICKSON, its VICE President, hereunto duly authorized by article 7 section 10 of the bylaws of said corporation, a certified copy of which is annexed hereto and made a part hereof, hereinafter sometimes called and referred to as "Crown," in consideration of the benefits, uses and advantages accruing to it by reason of the location of the Riddle Road-Southwest Highway, State Project No. 863-09-05, La. 964, West Feliciana Parish, Louisiana, and for and upon such other terms and conditions or considerations hereinafter expressed, does hereby grant, transfer, assign and deliver unto the STATE OF LOUISIANA AND THE DEPARTMENT OF HIGHWAYS OF THE STATE OF LOUISIANA, herein appearing through and represented by Paul E. Lirette, Right of Way Engineer of the said Department of Highways, hereunto duly authorized by a resolution of the Board of Highways of the Department of Highways adopted on October 14, 1953, sometimes hereinafter called and referred to as "Department," here present, accepting and acknowledging delivery and possession for the Department, all and singular a servitude of right of way on, over and across the following described property, to-wit:

A certain parcel of land located in West Feliciana Parish, Louisiana, in Sections 42, 43, and 46, Township 4 South, Range 2 West starting at a point on the south line of Section 46, Township 4 South, Range 2 West, which point is at the intersection of the north and west lines of the Crown Zellerbach Corporation's property thence north 08° 00' east along said west property line a distance of 1,102.09 feet; thence in a northeasterly direction a distance of 95.41 feet along a curve of 1,969.86 foot radius; thence normal to the above curve in an easterly direction a distance of 10 feet; thence in a northeasterly direction a distance of 1,596.65 feet along a curve of 1,959.86 foot radius; thence in a northeasterly direction a distance of 354.95 feet to the south right of way line of the Illinois Central Railroad;

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thence along said south right of way line in an easterly direction a distance of 120.62 feet; thence in a south-westerly direction a distance of 422.39 feet; thence in a southerly direction a distance of 1,605.72 feet along a curve of 1,859.86 foot radius; thence south 08° 00' west a distance of 1,102.09 feet; thence north 82° 00' west a distance of 110 feet to the point of beginning; containing 7.48 acres more or less; all as shown on map prepared by Associated Engineers of Baton Rouge, Louisiana, dated September 18, 1957, a copy of which is annexed hereto and made a part hereof.

It is expressly understood that the grant of the above described right of way is made solely for the construction and maintenance of the said public highway and for such other similar and allied purposes as may be authorized by the laws of the State of Louisiana. The Department agrees that any road constructed on said right of way shall be constructed in a manner that will not adversely affect or interfere with the drainage of the remaining lands of Crown.

Crown reserves the right to fully use and enjoy the lands included in said right of way for all purposes other than those herein granted, except that Crown shall not construct or maintain, nor permit the construction or maintenance on said right of way of any structure or obstruction that will interfere with the use and enjoyment of the servitude herein granted. Without limiting the generality of the above, Crown particularly reserves the right to cross said right of way with as many roadways, pipelines, water lines, sewer lines, telephone lines and other utilities as Crown may deem necessary or desirable, and to grant such rights to others, provided same do not seriously interfere with the use and enjoyment of the said servitude of the Department, provided, however, that any such installations will be in accordance with the Department's standards and regulations.

This servitude of right of way is granted by Crown and accepted by the Department subject to all leases, servitudes and mineral rights and other rights heretofore granted or reserved affecting said lands that appear of record in the office of the Clerk and Recorder of West Feliciana Parish, Louisiana, and without any warranty or recourse against Crown, even for the return of the purchase price.

Crown waives and abandons all claims for damages on account of the exercise of the rights herein granted.

The servitude of right of way herein granted shall not be personal to the parties hereto but shall be in the nature of a covenant running with the land and binding upon the successors and assigns of the respective parties hereto.

IN TESTIMONY WHEREOF the parties hereto have signed and executed and acknowledged this act as their free and voluntary acts, in triplicate originals, in the presence of the undersigned competent witnesses, as of the

31<sup>st</sup> day of January, 1958.

WITNESSES to execution by  
Crown Zellerbach Corporation:

[Signature]  
[Signature]

CROWN ZELLERBACH CORPORATION

BY:

[Signature]  
VICE PRESIDENT

WITNESSES to execution by  
State of Louisiana and the Department  
of Highways of the State of Louisiana:

[Signature]  
[Signature]

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

BY:

[Signature]  
RIGHT OF WAY ENGINEER

STATE OF CALIFORNIA :

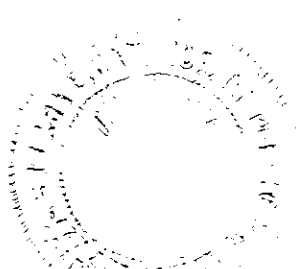
CITY AND COUNTY OF SAN FRANCISCO :

Before me, the undersigned authority, this day personally appeared E. W. ERICKSON, to me personally known, who, being by me duly sworn, did say that he is VICE PRESIDENT of CROWN ZELLERBACH CORPORATION, and that the seal affixed to the above and foregoing right of way agreement is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said E. W. ERICKSON acknowledged said instrument to be the free act and deed of said corporation.

[Signature]

Sworn to and subscribed before me on this the 31<sup>st</sup> day of

January, 1958.




Clara E. Hay  
Notary Public in and for the City and  
County of San Francisco, State of  
California  
My Commission Expires  
April 17, 1960

1544


STATE OF LOUISIANA :

PARISH OF EAST BATON ROUGE :

Before me, the undersigned authority, this day personally appeared Paul E. Lirette, to me personally known, who, being by me duly sworn, did say that he is Right of Way Engineer of the STATE OF LOUISIANA AND THE DEPARTMENT OF HIGHWAYS OF THE STATE OF LOUISIANA, and that the above and foregoing right of way agreement was signed in behalf of said Department by authority of the Board of Highways of the Department of Highways, and said Paul E. Lirette acknowledged said instrument to be the free act and deed of said Department.

  
\_\_\_\_\_

Sworn to and subscribed before me on this the 23<sup>rd</sup> day of January, 1958.

  
\_\_\_\_\_  
Notary Public, East Baton Rouge  
Parish, Louisiana

1544

72872

OFFICE OF SECRETARY  
ILLINOIS CENTRAL RAILROAD CO.  
CHICAGO, ILLINOIS

STATE OF LOUISIANA

PARISH OF WEST FELICIANA

KNOW ALL MEN BY THESE PRESENTS, That on this 17th day of December,  
1957,

----- CROWN ZELLERBACH CORPORATION, -----

a corporation duly organized and existing under the laws of the State of  
Nevada, whose permanent mailing address is 343 Sansome Street, San Francisco,  
California, herein appearing through and represented by F.W. BRICKSOW

\_\_\_\_\_, its Vice President, hereunto duly  
authorized, hereunto sometimes called "Grantor", for the consideration and  
upon the terms and conditions hereinafter set forth and expressed, does by  
these presents grant, transfer, assign, set over and deliver unto

----- ILLINOIS CENTRAL RAILROAD COMPANY, -----

a corporation duly organized and existing under the laws of the State of  
Illinois, herein appearing through and represented by \_\_\_\_\_

C. H. Mottier, its Vice President, hereunto duly  
authorized, hereinafter sometimes called "Grantee", a servitude of right of  
way on, over and across the following described property situated in West  
Feliciana Parish, Louisiana, to-wit:

A certain parcel of land located in Sections 47, 46 and 43,  
T-4-S, R-2-W, beginning at a point designated as Station  
67 / 33.12 on the centerline of railroad spur leading to the  
St. Francisville Paper Company mill at the intersection of  
the said centerline of spur track with the east property line  
of the St. Francisville Paper Company, which point is 67.90  
feet, north 8° 00' east along the said property line, from the  
corner where the north and east property lines of the St. Francis-  
ville Paper Company intersect; thence 35 feet wide, 10 feet  
measured on the north and 25 feet measured on the south of the  
centerline, following a curve of 1,057.23 foot radius in a  
northeasterly direction a distance of 721.42 feet to the point  
of curve of said curve at Station 60 / 11.70; thence 70 feet  
wide, 35 feet measured on each side of the centerline, north  
48° 00' east a distance of 1,211.70 feet to Station 48 / 00;  
thence 50 feet wide, 25 feet measured on each side of the  
centerline, north 48° 00' east a distance of 468.29 feet to  
Station 43 / 31.71, which is the point of tangent of a curve  
of 1,340 foot radius; thence at the same width along said  
curve in a northerly direction, a distance of 935.28 feet to  
the point of curve at Station 33 / 96.43 which point is located  
on the common line between Sections 46 and 47, T-4-S, R-2-W  
at a distance of 200 feet S 82° 00' E. measured along the

ORIGINAL  
THIS DOCUMENT MUST NOT BE TAKEN  
FROM I. C. R. R. CO. ARCHIVES

I. C. SYSTEM - COPY

section line from the intersection of the north and west lines of Crown Zellerbach Corporation's property; thence at the same width north  $8^{\circ} 00'$  east a distance of 2,789.33 feet to Station 6 / 07.1 which is the point of tangent of a curve of 573.69 foot radius; thence at the same width along the said curve a distance of 336.1' to Station 2 / 71, the intersection of the easterly and westerly right-of-way lines of the spur track with the southerly right-of-way line of the Illinois Central Railroad main track, situated 110 feet westerly of mile post S-10, measured along centerline of main track and 50 feet southerly at right angles thereto, which marks the end of said Parcel containing 7.73 acres more or less, as shown in red on map prepared by Associated Engineers of Baton Rouge, Louisiana, dated 25 September, 1957, a copy of which is annexed hereto and made a part hereof and signed by the parties for identification herewith.

The Grantor herein acquired title to the above described property by deed from Mrs. Martha E. Riddle LaPeze et al to Crown Zellerbach Corporation dated September 19, 1957, recorded October 1, 1957 in Conveyance Book 51 page 378 of Conveyance Records of West Feliciana Parish, Louisiana; and by deed from Robert Harrison Daniel, Sr. et al to Crown Zellerbach Corporation dated April 20, 1957 and recorded April 27, 1957, in Conveyance Book 51, page 84 of Conveyance Records of West Feliciana Parish, Louisiana.

for the purpose of constructing, operating and maintaining its line of railroad and railroad track or tracks and appurtenant facilities on said right of way. The said Grantee, its successors and assigns, and their officers, agents, employees, lessees and invitees shall have the right at all times to freely pass and re-pass on, over and across said right of way for said purpose.

The servitude of right of way as above described is granted by the Grantor and accepted by the Grantee under and subject to the following provisions and stipulations, to-wit:

1. The Grantee shall have the right to take earth, quarry rock, cut timber and do such things on said right of way as are necessary and convenient in the construction, operation and maintenance of the said railroad track or tracks and appurtenant facilities on said right of way.
2. The roadbed of said railroad track or tracks shall be constructed in a manner that will not interfere with the drainage of the remaining lands of Grantor.



3. Grantor reserves the right to fully use and enjoy the lands included in said right of way for all purposes other than those herein granted, except that the Grantor shall not construct or maintain, nor permit the construction or maintenance on said right of way of any structure or construction that will interfere with the use and enjoyment of the servitude herein granted. Without limiting the generality of the above, Grantor particularly reserves the right to cross said right of way with as many roadways, pipelines, water lines, telephone lines and other utilities as Grantor may deem necessary or desirable, and to grant such rights to others, provided such crossings do not interfere with the use and enjoyment of the servitude of Grantee, and same are made and constructed in compliance with the reasonable requirements of and with no expense to Grantee.

4. The servitude and all rights granted hereunder shall cease, determine and ipso facto terminate without any demand or putting in default, upon Grantee's abandonment of said railroad line, and in such event Grantee will remove its property from said right of way within six (6) months after said date and clear said right of way of all debris.

5. Grantee agrees to pay any and all damages to the lands, timber and improvements of Grantor which may be caused by reason of the sole negligence of the Grantee in the construction, operation and maintenance of said railroad line on said right of way.

6 Grantee accepts this servitude of passage and right of way subject to all leases, servitudes and mineral rights or other rights heretofore granted or reserved affecting said land that appear of record in the office of the Clerk and Recorder of West Feliciana Parish, Louisiana, and without any warranty or recourse against Grantor except for the return of the purchase price in the event of failure of title to the lands in said right of way.

The price and consideration for which this servitude of right of way is made and granted is the sum of Ten and 00/100 (\$10.00) Dollars cash in hand paid by the Grantee to the Grantor, who acknowledges receipt thereof and grants full acquittance and discharge therefor.

All the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this act as of the day, month and year first above written, in the presence of the undersigned competent attesting witnesses.

WITNESSES as to execution by Crown Zellerbach Corporation:

W. O. Balsam  
R. F. Kratke

CROWN ZELLERBACH CORPORATION

By F. W. Erickson  
Vice President

WITNESSES as to execution by Illinois Central Railroad Company:

John J. Fyfe  
B. J. Ross

ILLINOIS CENTRAL RAILROAD COMPANY

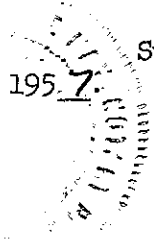
By C. H. Mottier  
VICE PRESIDENT

State of California  
City and County of San Francisco

Before me, the undersigned authority, this day personally appeared F. W. ERICKSON to me personally known, who, being by me duly sworn, did say that he is Vice President of CROWN ZELLERBACH CORPORATION, and that the seal affixed to the above and foregoing right of way agreement is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said F. W. ERICKSON acknowledged said instrument to be the free act and deed of said corporation.

F. W. Erickson

Sworn to and subscribed before me on this 17th day of December, 1957.



Clara B. Hay  
Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires April 17, 1960

State of Illinois  
County of Cook

Before me, the undersigned authority, this day personally appeared C. H. Mottier, to me personally known, who, being by me duly sworn, did say that he is Vice President of ILLINOIS CENTRAL RAILROAD COMPANY, and that the seal affixed to the above and foregoing right of way agreement is the corporate seal of said corporation, and that said

instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said C. H. Mottier acknowledged said instrument to be the free and act and deed of said corporation.

X C. H. Mottier

1958.

Sworn to and subscribed before me on this the 21<sup>st</sup> day of January,

A. G. Ellefson  
Notary Public in and for the County  
of Cook  
State of Illinois



Description Approved J.V.M.

|             |                       |                                    |
|-------------|-----------------------|------------------------------------|
| Engineering | <u>J. V. M.</u>       | Chief Engineer                     |
| Accounting  | <u>J. A. Rhodes</u>   | For Vice President and Comptroller |
| Form        | <u>A. G. Ellefson</u> | General Attorney                   |
| Record      | <u>yes</u>            | Print <u>no</u>                    |
| Execution   | <u>A. G. Ellefson</u> | General Attorney                   |
| Approved    |                       |                                    |

STATE OF LOUISIANA

PARISH OF WEST FELICIANA

KNOW ALL MEN BY THESE PRESENTS, That on this 11th day of April, 1958, CROWN ZELLERBACH CORPORATION, a corporation duly organized and existing under the laws of the State of Nevada, whose permanent mailing address is 343 Sansome Street, San Francisco, California, herein appearing through and represented by E. W. Erickson, its Vice President, hereunto duly authorized by article 7 section 10 of the bylaws of said corporation, a certified copy of which is annexed hereto and made a part hereof, hereinafter sometimes called "Grantor", for the price and consideration and upon the terms and conditions hereinafter set forth and expressed, does by these presents grant, transfer, assign and deliver unto ST. FRANCISVILLE PAPER COMPANY, a corporation duly organized and existing under the laws of the State of Delaware, whose permanent mailing address is St. Francisville, Louisiana, herein appearing through and represented by H. F. Carpenter, its Vice President, hereunto duly authorized by article IV section 8 of the bylaws of said corporation, a certified copy of which is annexed hereto and made a part hereof, hereinafter sometimes called "Grantee", a non-exclusive servitude of right of way for the purpose of constructing, maintaining, operating, patrolling, altering, repairing, renewing and removing, in whole or in part, a pipe line or lines for the transportation of natural gas or liquid fuel, together with the necessary fixtures, equipment and appurtenances, on, under and across the following described lands in West Feliciana Parish, Louisiana, to-wit:

A certain right of way located in West Feliciana Parish, Louisiana, in Sections 46 and 47, Township 4 South, Range 2 West, beginning at a point on the east property line of the Crown Zellerbach Corporation, which point is 256.50 feet South 15° 32' East, measured along said east property line from the intersection of a projection of the southerly right-of-way line of the Illinois Central Railroad and the said east property line, and 316.59 feet South 15° 32' East, measured along said east property line from its intersection with the centerline of the Illinois Central Railroad Company bridge across Thompson Creek; thence 20 feet wide, 10 feet on either side of a centerline, South 71° 55' West a distance of 166.09 feet to a point; thence South 78° 25' West a distance of 5,214.26 feet

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to a point; thence 25 feet wide, 15 feet on the west side and 10 feet on the east side of a centerline, South 8° 00' West a distance of 31.64 feet to a point, which point is located on the common-line between Sections 46 and 47, Township 4 South, Range 2 West, and is a distance of 125 feet measured along said Section line, South 82° 00' East from western property line of Crown Zellerbach Corporation, which point is a point of curvature of a curve to the right of 1,265-foot radius; thence 20 feet wide, 10 feet on either side of a centerline, along the arc of said curve in a southerly direction a distance of 883.20 feet to a point of tangency; thence South 48° 00' West a distance of 1,762.3 feet to a point of curvature of a curve to the right of 417.16-foot radius; thence along the arc of said curve in a westerly direction a distance of 364.17 feet to a point of tangency; thence North 82° 00' West a distance of 151.07 feet to a point, thence 30 feet wide, 10 feet on the north side and 20 feet on the south side of a centerline, North 82° 00' West 30 feet to a point on the joint property line between Crown Zellerbach Corporation and St. Francisville Paper Company, which point is South 8° 00' West a distance of 10 feet along said joint property line from the northeast corner of the St. Francisville Paper Company property, containing 3.96 acres, more or less, as shown on map prepared by Associated Engineers of Baton Rouge, Louisiana, dated March, 1958, and revised March 27, 1958, a copy of which is annexed hereto and made a part hereof.

This servitude of right of way is granted for the price and consideration of Ten

Dollars (\$ 10.00 ) cash in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, and upon the following terms and conditions:

1. The said servitude of right of way is granted exclusively for the aforestated purposes and once the Grantee has commenced using said servitude all rights and privileges herein granted shall cease and determine and become reinvested in the Grantor in the event of non-usage by the Grantee thereof for a period of two (2) consecutive years. Upon the expiration or termination of this right of way grant, Grantee shall, within six (6) months thereafter, remove such pipes, fixtures and equipment as it may desire to move and cover the pipe line ditch and all excavations it may make and level the surface as nearly as practicable.

2. The servitude of right of way hereby granted shall be non-exclusive; and Grantor reserves the right to fully use and enjoy the lands included in said right of way, including the right to erect, construct and maintain, operate and patrol a pipe line or lines thereon for the purpose of



transporting natural gas or other gaseous or liquid fuel. The rights of Grantor and Grantee to use said right of way are and shall be of equal rank; and the party using said right of way for said purposes shall conduct its construction, maintenance and operations so as not to unduly interfere with the construction, maintenance and operation of the pipe line or lines, equipment and facilities previously laid and constructed by the other party. Both parties agree to cooperate fully in using said right of way, but the cost, risk and expense of any changes required by either party shall be borne by such party.

3. Grantor also reserves the right to cross said right of way with as many roadways, water lines and other utilities as may be necessary and to cross said pipeline right of way with as many fences as may be desired, and if the Grantee is to cross those fences, it must establish stiles or gates at such crossings and maintain same.

4. During and after construction, Grantee shall have the right of ingress and egress to and from said right of way on the adjacent lands of Grantor, but Grantee will, if practicable, use roads already in existence. The said right of ingress and egress shall be restricted to Grantee's officers, agents, employees and licensees for the aforestated purposes.

5. The Grantor nor Grantee shall construct or maintain or permit to be constructed or maintained on said right of way any structure or pond of a nature such as will interfere with the right of the other party to use said right of way for the aforementioned purposes. Each party shall fill in and level off the ground over and about the pipe line or lines, equipment and facilities constructed by it and upon completion of construction such party will clear all its debris from said premises. Either party hereto may, separately or jointly with the other party, clear and maintain said right of way clear of trees, brush and undergrowth and other obstructions that may endanger or interfere with the efficient operation and patrol of the pipe line or lines and facilities constructed by it.

6. Any pipe line or lines, equipment and facilities constructed and placed on said right of way shall be constructed and maintained in such manner as will not interfere with the drainage of the remaining lands of

Grantor. If in the future it becomes necessary that said right of way be crossed by drainage canals or ditches, Grantee will, at its own expense, lower its pipe line or lines below the normal depth of said canal or ditch or elevate same.

7. In constructing, maintaining and operating said pipe line or lines and facilities, Grantee shall observe the usual safety practices current in the industry; and Grantee assumes responsibility for the safe condition of the right of way insofar as any of its operations are concerned and will hold Grantor harmless and indemnify it from any damages caused by Grantee's failure to construct, maintain and operate the same in a safe condition. The Grantee also agrees to indemnify and save harmless the Grantor from any loss, cost, damage or expense, including attorneys' fees, which Grantor may incur or suffer, as well as any liability or claim for damages for death or injury to persons and damage or injury to property, growing out of or attributable to the construction, maintenance and operation of Grantee's said pipe line or lines and equipment and facilities upon, along or under said right of way, unless caused by the negligence of Grantor or its agents or employees.

8. Grantee accepts the grant of said servitude subject to any and all leases, servitudes and mineral rights or other rights heretofore granted or reserved affecting said land that may appear of record in the office of the Clerk and Recorder of West Feliciana Parish, Louisiana. The said grant is also made by Grantor and accepted by Grantee without any warranty or recourse against Grantor except for the return of the purchase price in the event of failure of title.

9. Grantee agrees to pay any and all damages to land, fences and improvements which may be suffered by Grantor by reason of the construction, maintenance and operation of said pipe line or lines and other equipment and facilities.

10. Anything in this agreement to the contrary notwithstanding, it is especially agreed that if and in the event the Grantor should at any future time or times desire to construct any building or other structure or structures of importance on or in the immediate vicinity of said pipe line or lines laid

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hereunder, Grantee will, upon notice, promptly remove all or any portion of its said pipe line or lines, equipment and facilities that will or may interfere with said building or construction, and will relocate the said pipe line or lines, equipment and facilities at its own expense on some other location on Grantor's property. In such event, Grantor binds and obligates itself to execute a new right of way agreement under the same terms and conditions herein set forth, covering such new location. It is understood and agreed, however, that Grantor will not exercise its rights hereunder except in the event of a real necessity, but the existence of such necessity shall at all times be determined by Grantor in the exercise of its sole discretion.

11. The rights herein acquired by Grantee shall not be conveyed or assigned in whole or in part without the written consent of Grantor, and to that extent all the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. The conveyance or assignment by the Grantee of the rights acquired herein shall not, however, serve to release Grantee from any of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have signed these presents in the presence of the undersigned competent witnesses, on this 11th day of April 1958.

WITNESSES as to execution by  
Crown Zellerbach Corporation:

[Signature]  
[Signature]

CROWN ZELLERBACH CORPORATION

By [Signature]  
Vice President  
GRANTOR

WITNESSES as to execution by  
St. Francisville Paper Company:

[Signature]  
[Signature]

ST. FRANCISVILLE PAPER COMPANY

By [Signature]  
Vice President  
GRANTOR

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State of California  
City and County of San Francisco

Before me, the undersigned authority, this day personally appeared E. W. Erickson, to me personally known, who, being by me duly sworn, did say that he is Vice President of CROWN ZELLERBACH CORPORATION, and that the seal affixed to the above and foregoing right of way agreement is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said E. W. Erickson acknowledged said instrument to be the free act and deed of said corporation.

E. W. Erickson

Sworn to and subscribed before me on this the 11th day of April 1958.

Geraldine D. Cohen

Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires January 11, 1961.

State of California  
City and County of San Francisco

Before me, the undersigned authority, this day personally appeared H. F. Carpenter, to me personally known, who, being by me duly sworn, did say that he is Vice President of ST. FRANCISVILLE PAPER COMPANY, and that the seal affixed to the above and foregoing right of way agreement is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said H. F. Carpenter acknowledged said instrument to be the free act and deed of said corporation.

H. F. Carpenter

Sworn to and subscribed before me on this the 11th day of April 1958.

Geraldine D. Cohen

Notary Public in and for the City and County of San Francisco, State of California

My Commission Expires January 11, 1961.

CERTIFICATE

I, J. E. Murray, the duly elected and acting Assistant Secretary of Crown Zellerbach Corporation, a Nevada corporation, do hereby certify that:

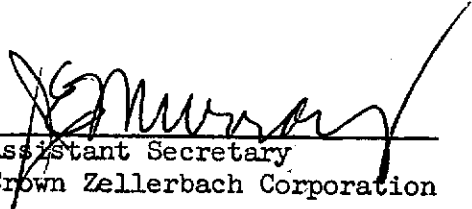
1. ARTICLE VII-C of the Bylaws of said Corporation as adopted November 20, 1956, and as still in full force and effect, provides as follows:

"ARTICLE VII-C  
Other Vice Presidents

Section 10-C. The other Vice Presidents shall have such powers and perform such duties as may be prescribed by the Board of Directors, the Executive Committee, the President, the Executive Vice President, or the Senior Vice Presidents. They may sign and execute bonds, certificates of stock, mortgages, other contracts, obligations and instruments of every kind and character of the Corporation."

2. E. W. Erickson is a duly elected and acting Vice President of said Corporation.

WITNESS my hand and the seal of the Corporation, this 11th day of April, 1958.

  
Assistant Secretary  
Crown Zellerbach Corporation

CERTIFICATE

I, P. S. Ehrlich, Jr., the duly elected and acting Assistant Secretary of St. Francisville Paper Company, a Delaware corporation, do hereby certify that:

1. ARTICLE IV of the Bylaws of said Corporation as adopted and as still in full force and effect, provides as follows:

"ARTICLE IV  
Officers

SECTION 8. Vice-Presidents. At the request of the President, or in his absence or inability to act, the Vice-President or, if there be more than one, the Vice-President designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the President. Each Vice-President shall perform such duties as from time to time may be assigned to him by the President or the Board. Any Vice-President may sign, with any other proper officer of the Corporation thereunto authorized, certificates for stock of the Corporation, and when authorized by the Board may enter into any contract or execute and deliver any instrument, in the name and on behalf of the Corporation, except in cases in which the authority to enter into such contract or execute and deliver such instrument, as the case may be, shall be otherwise expressly delegated."

2. H. F. Carpenter is a duly elected and acting Vice-President of said Corporation.

WITNESS my hand and the seal of the Corporation, this 11th day of April, 1958.



*[Handwritten Signature]*  
Assistant Secretary  
St. Francisville Paper Company



## STATE OF LOUISIANA

## PARISH OF WEST FELICIANA

KNOW ALL MEN BY THESE PRESENTS, That on this the 30 day of May 1958, CROWN ZELLERBACH CORPORATION, a corporation duly organized and existing under the laws of the State of Nevada, whose permanent mailing address is 343 Sansome Street, San Francisco, California, herein appearing through and represented by E. W. ERICKSON, its VICE PRESIDENT, hereunto duly authorized by Article VII of Section 10 of the bylaws of said corporation, a certified copy of which is annexed hereto and made a part hereof, sometimes hereinafter called "Grantor", for the price and consideration and upon the terms and conditions hereinafter set forth and expressed, does by these presents grant, transfer, assign and deliver unto SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation duly organized and existing under the laws of the State of New York, whose permanent mailing address is 1215 PRYTANIA ST, NEW ORLEANS, LA., herein appearing through and represented by H. G. BARTEE, its VICE PRES & GENL MGR., hereunto duly authorized, sometimes hereinafter called "Grantee", a servitude of right of way for the purpose of constructing, operating and maintaining its telephone and telegraph line or lines and including the necessary underground and aerial cables, conduits, poles, wires and fixtures on, under, over and along the following described lands situated in West Feliciana Parish, Louisiana, to-wit:

A certain right of way located in West Feliciana Parish, Louisiana, in Sections 42, 43, 46 and 47, Township 4 South, Range 2 West, being parallel to the centerline of the access road to the St. Francisville Paper Company plant site, and located northerly and westerly of said centerline between the edge of the road surface and the northerly and/or westerly edge of existing road rights of way previously granted by the Crown Zellerbach Corporation to the Louisiana Department of Highways, West Feliciana Parish Police Jury and St. Francisville Paper Company, respectively, said right of way being more particularly described as follows:

Beginning at a point on the common property line between the Crown Zellerbach Corporation and the St. Francisville Paper Company, which point is South 8° 00' West, 118.50 feet from the northeast corner of the St. Francisville Paper Company property; thence in a northeasterly direction along the arc of a curve to the left of 734.8 foot radius, 439.89 feet to a point of tangency; thence North 48° 00' East a distance of

106.24 feet to a point; thence North 42° 00' West a distance of 50 feet to a point; thence North 48° 00' East a distance of 750 feet to a point; thence South 42° 00' East a distance of 20 feet to a point; thence North 48° 00' East a distance of 1,012.3 feet to a point, said point being the point of curvature of a curve to the left of 1,145 foot radius; thence along the arc of said curve in a northerly direction a distance of 800.00 feet to a point of tangency; thence North 82° 00' West a distance of 5.0 feet to a point; thence North 8° 00' East a distance of 1,197.00 feet to a point; thence South 82° 00' East a distance of 10 feet to a point, which point is on the arc of a curve to the right of 1,959.86 foot radius; thence along the arc of said curve a distance of 1,596.65 feet in a northeasterly direction to a point of tangency; thence North 57° 28' East a distance of 354.95 feet to a point on the common property line between the Crown Zellerbach Corporation and the Illinois Central Railroad Company; thence in a southeasterly direction along the said property line a distance of 45.84 feet to a point, thence South 57° 28' West a distance of 380.57 feet to a point of curvature of a curve to the left of 1,921.86 foot radius; thence along the arc of said curve in a southwesterly direction a distance of 1,659.25 feet to a point of tangency; thence South 8° 00' West a distance of 1,102.09 feet to a point of curvature of a curve to the right of 1,188 foot radius; thence along the arc of said curve in a southwesterly direction a distance of 829.38 feet to a point of tangency; thence South 48° 00' West a distance of 1,762.3 feet to a point of curvature of a curve to the right of 747.8 foot radius; thence along the arc of said curve in a southwesterly direction a distance of 447.67 feet to a point on the common property line between Crown Zellerbach Corporation and the St. Francisville Paper Company; thence North 8° 00' East along the said property line a distance of 13.9 feet to the point of beginning; containing 6.07 acres, more or less, as shown on map entitled "Property Map Showing Southern Bell Telephone Co. R/W Sections 42, 43, 46 & 47 Township 4 South, Range 2 West West Feliciana Parish, Louisiana Crown Zellerbach Corporation" prepared by Associated Engineers of Baton Rouge, Louisiana, dated April 10, 1958 and revised to May 5, 1958, a copy of which is annexed hereto and made a part hereof and initialled by the parties hereto for identification herewith.

The price and consideration for which this servitude of right of way is granted is the sum of TEN AND 00/100 (\$10) DOLLARS Dollars cash and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Grantor and full acquittance and discharge granted therefor.

The said servitude of right of way is granted by Grantor and accepted by Grantee upon the following terms and conditions:

1. The said servitude of right of way is granted exclusively for the aforestated purposes, and upon the expiration of the same Grantee shall, within three (3) months thereafter, remove such of its lines, fixtures and

equipment as it may desire to move and cover all excavations it may make and level the surface as nearly as practicable.

2. The Grantor reserves the right to fully use and enjoy the lands included in said right of way for all purposes other than those herein granted except that Grantor shall not construct or maintain, nor permit the construction or maintenance on said right of way of any structure or obstruction that will interfere with the use and enjoyment of the servitude herein granted. Without limiting the generality of the above, Grantor particularly reserves the right to cross said right of way with as many roadways, pipelines, water lines, sewer lines and other utilities as Grantor may deem necessary or desirable and to grant such rights to others, provided same do not seriously interfere with the use and enjoyment of said servitude of Grantee.

3. During and after construction, Grantee shall have the right of ingress and egress to and from said right of way on the adjacent lands of Grantor, but Grantee will, if practicable, use roads already in existence. The said right of ingress and egress shall be restricted to Grantee's officers, agents, employees and licensees for the aforestated purposes.

4. Any telephone or telegraph line or lines, equipment and facilities constructed and placed on said right of way shall be constructed and maintained in such manner as will not interfere with the drainage of the remaining lands of Grantor. If in the future it becomes necessary that said right of way be crossed by drainage canals or ditches, Grantee will, at its own expense, lower its line or lines below the normal depth of said canal or ditch or elevate same above said ditch or canal.

5. In constructing, maintaining and operating said telephone and telegraph line or lines and facilities, Grantee shall observe the usual safety practices current in the industry; and Grantee assumes responsibility for the safe condition of the right of way insofar as any of its operations are concerned, and will hold Grantor harmless and indemnify it from any damages caused by Grantee's failure to construct, maintain and operate

the same in a safe condition. The said Grantee also agrees to indemnify and save harmless the Grantor from any loss, cost, damage or expense, including attorney's fees, which Grantor may incur or suffer, as well as any liability or claim for damages for death or injury to persons and damage or injury to property growing out of or attributable to the construction, maintenance and operation of Grantee's said line or lines and equipment and facilities upon, under or along said right of way, unless caused by the negligence of Grantor or its agents or employees.

6. Grantee accepts the grant of said servitude subject to any and all leases, servitudes and mineral rights or other rights heretofore granted or reserved affecting said land that may appear of record in the office of the Clerk and Recorder of West Feliciana Parish, Louisiana. The said grant is also made by Grantor and accepted by Grantee without any warranty or recourse against Grantor, even for the return of the purchase price.

7. Grantee agrees to pay Grantor for any and all damages to lands, fences and improvements which may be suffered by Grantor by reason of the construction, maintenance and operation of said line or lines and other equipment and facilities.

8. The servitude of right of way herein granted shall not be personal to the parties hereto but shall be in the nature of a covenant running with the land and binding upon the successors and assigns of the respective parties hereto. The assignment by Grantee of the rights acquired herein shall not, however, serve to release Grantee from any of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have signed these presents in the presence of the undersigned competent witnesses on this 30 day of May, 1958.

WITNESSES as to execution by Crown Zellerbach Corporation:

[Signature]  
[Signature]

WITNESSES as to execution by Southern Bell Telephone and Telegraph Company

[Signature]  
[Signature]

CROWN ZELLERBACH CORPORATION

By [Signature]  
Vice President

GRANTOR

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY



By [Signature]  
VICE-PRES & GENERAL MANAGER

GRANTEE

State of California  
City and County of San Francisco

Before me, the undersigned authority, this day personally appeared E. W. ERICKSON, to me personally known, who, being by me duly sworn, did say that he is VICE PRESIDENT of CROWN ZELLERBACH CORPORATION, and that the seal affixed to the above and foregoing right of way agreement is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said E. W. ERICKSON acknowledged said instrument to be the free act and deed of said corporation.

E. W. Erickson

Sworn to and subscribed before me on this the 15<sup>th</sup> day of May 1958.

Clara K. Hay  
Notary Public in and for the City and  
County of San Francisco, State of  
California  
My Commission Expires  
April 17, 1960

State of Louisiana  
Parish of Orleans

Before me, the undersigned authority, this day personally appeared H. G. BARTEE, to me personally known, who, being by me duly sworn, did say that he is VICE PRES & GENL MANAGER of SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, and that the seal affixed to the above and foregoing right of way agreement is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said H. G. BARTEE acknowledged said instrument to be the free act and deed of said corporation.

H. G. BarTEE

Sworn to and subscribed before me on this the 10<sup>th</sup> day of June 1958.

Donald A. Brian  
Notary Public in and for Orleans  
Parish, Louisiana

C E R T I F I C A T E

I, C. S. Cullenbine, the duly elected and acting Secretary of Crown Zellerbach Corporation, a Nevada corporation, do hereby certify that:

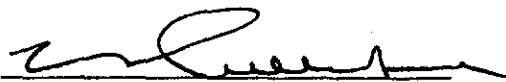
1. ARTICLE VII-C of the By-laws of said Corporation as adopted November 20, 1956, and as still in full force and effect, provides as follows:

"ARTICLE VII-C  
Other Vice Presidents

Section 10-C. The other Vice Presidents shall have such powers and perform such duties as may be prescribed by the Board of Directors, the Executive Committee, the President, the Executive Vice President, or the Senior Vice Presidents. They may sign and execute bonds, certificates of stock, mortgages, other contracts, obligations and instruments of every kind and character of the Corporation."

2. E. W. Erickson is duly elected and acting Vice President of said Corporation.

WITNESS my hand and the seal of the Corporation, this 15th day of May 1958.

  
Secretary  
Crown Zellerbach Corporation



12-10-58 GCW-R

#1964 2-5473

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STATE OF LOUISIANA

PARISH OF WEST FELICIANA

OFFICE OF REGISTER  
ILLINOIS CENTRAL RAILROAD CO.  
CHICAGO, ILL.

ORIGINAL  
THIS DOCUMENT IS NOT TO BE TAKEN  
FROM THE RECORDS OF THE  
STATE OF LOUISIANA

KNOW ALL MEN BY THESE PRESENTS, That on this 8th day of  
December, 1958,

-----CROWN ZELLERBACH CORPORATION, -----

a corporation duly organized and existing under the laws of the State  
of Nevada, whose permanent mailing address is 343 Sansome Street, San  
Francisco, California, herein appearing through and represented by  
E. W. ERICKSON, its VICE PRESIDENT, hereunto duly  
authorized, hereunto sometimes called "Grantor", for the consideration  
and upon the terms and conditions hereinafter set forth and expressed,  
does by these presents grant, transfer, assign, set over and deliver  
unto

-----ILLINOIS CENTRAL RAILROAD COMPANY, -----

a corporation duly organized and existing under the laws of the State  
of Illinois, herein appearing through and represented by J. I. I.  
TRISSAL, its VICE PRESIDENT AND  
CHIEF ENGINEER, hereunto duly  
authorized, hereinafter sometimes called "Grantee", a servitude of  
right of way on, over and across the following described property  
situated in West Feliciana Parish, Louisiana, to-wit:

A parcel of land 50 feet wide, being 25 feet in  
width on each side of the center line of proposed wye track  
in Section 43, Township 4 South, Range 2 West of the St.  
Helena Meridian, West Feliciana Parish, Louisiana, said center  
line of track more particularly described as follows:

Beginning at a point 365 feet southeasterly from Mile  
Post S-10 as measured along the center line of the Illinois  
Central Railroad Company's main track and 50 feet southwesterly  
therefrom measured at a right angle thereto; thence southwesterly  
on a 13 degree 00 minute curve to the left 465 feet to the point  
of intersection of said proposed center line of track with the  
existing easterly right of way line of lead track, containing an  
area of 0.58 of an acre, more or less.

All as shown in red on print attached hereto and made a  
part hereof.

Being a part of the same property conveyed to Crown  
Zellerbach Corporation by Martha E. Riddle, et al by deed dated  
September 19, 1957, recorded in C.O.B. 51 - Page 378 of the  
conveyance records of West Feliciana Parish, Louisiana.

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1964

L. G. SYSTEM - COPY

No 2701

STATE OF LOUISIANA

PARISH OF WEST FELICIANA

KNOW ALL MEN BY THESE PRESENTS, That on this the 13 day of May, 1960, MRS. MARTHA E. RIDDLE LAPEZE, nee Riddle, widow of the full age of majority, and a resident of West Feliciana Parish, Louisiana, who has been married but once and then to the late John W. Lapeze, hereinafter sometimes called "Grantor", for the consideration and upon the terms and conditions hereinafter set forth and expressed, does by these presents grant, assign and deliver unto CROWN ZELLERBACH CORPORATION, a Nevada corporation, duly authorized to transact business in the State of Louisiana, hereinafter sometimes called "Grantee", a servitude of right of way and view as more fully hereinafter described, on, over and across the following described property situated in West Feliciana Parish, Louisiana, to-wit:

A certain tract or parcel of land in Sections 42 and 43, Township 4 South, Range 2 West, containing two (2) acres more or less, lying adjacent to and at the junction of the right of way of the Illinois Central Railroad and the right of way of State Route 848, and being situated to the East of the right of way of the Illinois Central Railroad and North of the right of way of said State Route 848, which said tract is outlined in red on sketch hereto attached. The said lands are sometimes hereinafter referred to as "premises".

By the terms of this agreement, Grantee shall have the right, for *M. L. - Five 5* a period of ~~fifteen (15)~~ years from date hereof, to enter upon said premises and cut, remove and destroy the trees, bushes and other vegetation thereon, save and except the trees over four inches (4") in diameter measured breast high, situated on the strips of land ten feet (10') in width located on each side of and adjacent to the unnamed bayou running through said premises, which said standing trees may be pruned to a height sufficient to permit good vision through them from ground level.

The Grantee and its officers, agents, employees and licensees shall have ingress and egress to and from said premises for the purposes of this agreement, and particularly for the purpose of keeping and maintaining said premises in such cleared condition as will permit clear vision over and across said premises at all times. In so clearing and maintaining said premises,

*indexed*

Grantee and its officers, agents, employees and licensees may enter thereon and use such trucks, tractors, mowers and other machinery ordinarily used for such purposes., save for crawler tractors over 60 H.P. *M.L.*

Grantor reserves the right to use and enjoy said premises for all purposes other than those herein granted, except that Grantor shall not construct or maintain any building, structure or other construction on said premises or plant and grow any crops thereon that will be of such height or that will attain such height that will obstruct the view over and across said premises.

The price and consideration for which this servitude and right of view is granted by Grantor and accepted by Grantee is the sum of \_\_\_\_\_ *300<sup>00</sup>* Dollars, paid as hereinafter

shown. The Grantee owns a tract of land containing 79.1 acres more or less that is located in the vicinity of the above described premises, on which an old dwelling house, barn and outhouse are located, which are valued at the said sum of *300<sup>00</sup>*

Dollars. The Grantee, for said consideration, hereby conveys said old dwelling house, barn and outhouse to Grantor and Grantor hereby agrees to remove the same from the lands of Grantee at her own risk and expense within twelve (12) months from date hereof.

The said consideration is accepted by each party in full settlement of all damages that may be caused by the other party in the exercise in a normal and prudent manner of the rights acquired hereunder.

All the rights and privileges granted by Grantor to Grantee hereunder are not personal to the Grantee but are in the nature of covenants running with the lands of Grantor and Grantee and binding upon all future owners of said lands.

All the agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto signed this act as of

the day, month and year first above written, in the presence of the undersigned competent attesting witnesses.

WITNESSES as to execution by Grantor:

[Signature]  
[Signature]

Martha E Riddle Lapeze  
Mrs. Martha E. Riddle Lapeze - Grantor

WITNESSES as to execution by Grantee:

[Signature]  
[Signature]

CROWN ZELLERBACH CORPORATION

By [Signature]  
Grantee

State of Louisiana  
Parish of West Feliciana

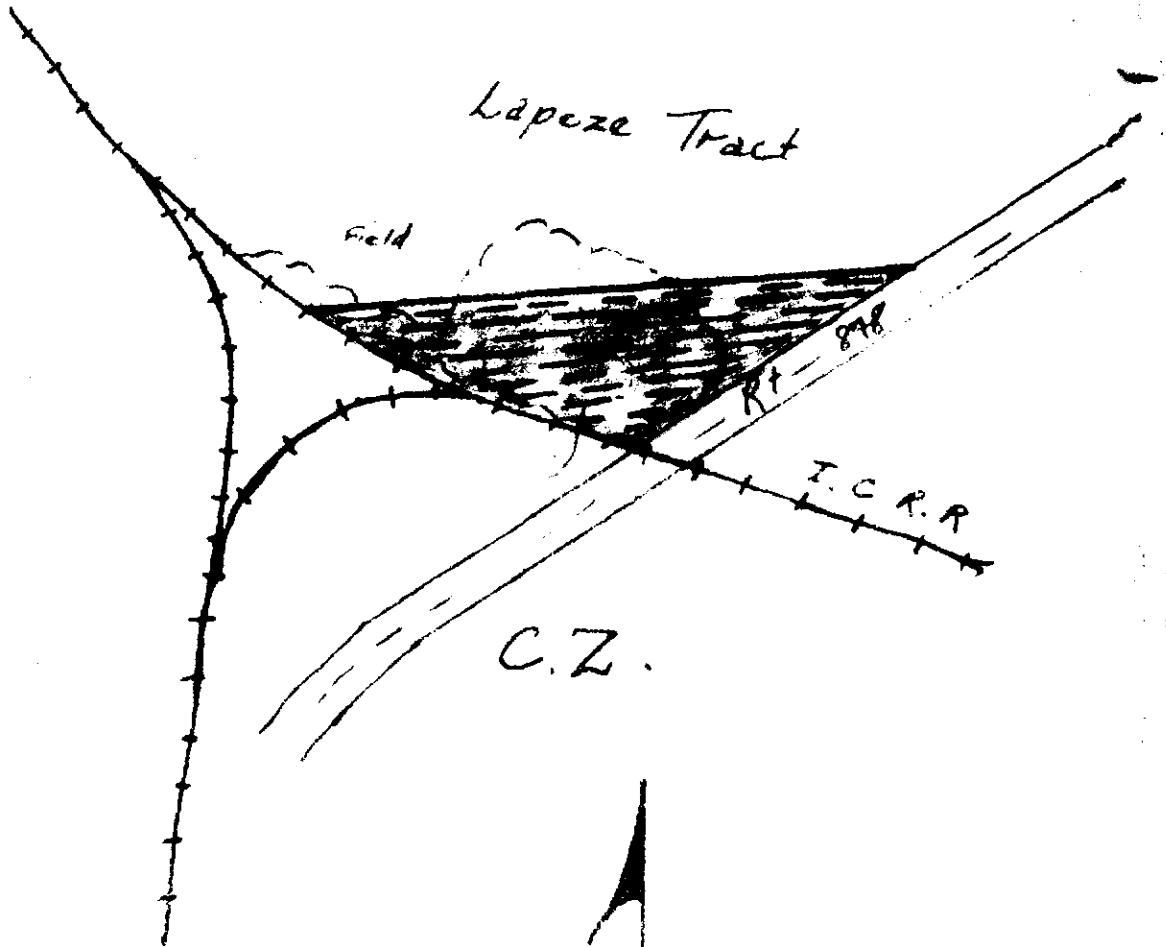
Before me, the undersigned authority, personally appeared Glenn E. Nobel, one of the subscribing witnesses to the foregoing agreement, who, after being duly sworn, deposed and said that appearer signed the same in the presence of the Grantor and Grantee named in the above and foregoing agreement and in the presence of the other subscribing witness, who signed in appearer's presence, each in the presence of the other; and that said signatures thereon are genuine and correct.

[Signature]

Sworn to and subscribed before me this 17th day of May, 1960.

Shirley B. Winston  
Notary Public, West Feliciana  
Parish, Louisiana

FT #2701 Filed for Record May 17, 1960  
Shirley B. Winston, Clerk & Recorder  
Recorded in Notarial Record "53" Page  
497, May 20, 1960  
[Signature]  
Clerk and Recorder



ck no. 55442

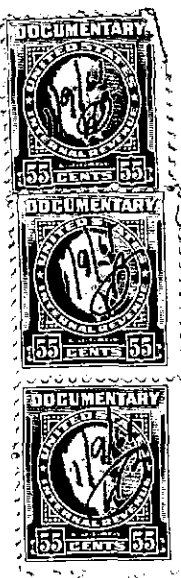
STATE OF LOUISIANA )  
 ) KNOW ALL MEN BY THESE PRESENTS:  
PARISH OF WEST FELICIANA )

THAT, CROWN ZELLERBACH CORPORATION, a corporation duly incorporated under the laws of the State of Nevada, and having an office at One Bush Street, San Francisco, California, and its Louisiana domicile in the City of Bogalusa, Parish of Washington, represented herein by F. O. Boylon, its Vice President Article V of the Bylaws of said Corporation

certified copy of same being hereto attached, and hereinafter sometimes called GRANTOR, for the consideration of ONE THOUSAND, FIFTY THREE AND 88/100 DOLLARS (\$1,053.88), and under terms and stipulations hereinafter set forth, does hereby grant, bargain, sell and convey unto TEXAS EASTERN TRANSMISSION CORPORATION, a Delaware corporation authorized to do business in the State of Louisiana, hereinafter sometimes called GRANTEE, appearing and acting herein through E. T. Robinson, Jr., its Vice-President, duly authorized by resolution of its board of directors, a certified copy of same being hereto attached, its successors and assigns, a right of way, easement and servitude of passage for the purpose of laying, constructing, maintaining, operating, repairing, altering, replacing and removing a single pipe line, (with valves, regulators, meters, fittings, appliances, tie-overs, and appurtenant facilities including, but not limited to, telegraph, telephone and power lines) for the transportation of gas, oil, petroleum products, or any other liquids, gases or substances which can be transported through a single pipe line, upon, over, through and across certain lands of GRANTOR situated in the Parish of West Feliciana, State of Louisiana, described as follows:

FIRST: A permanent right of way 75 feet in width across a 118.8 acre tract of land owned by Crown Zellerbach Corporation in Sec. 48, Township 4 South, Range 2 West, Greensburg District, West Feliciana Parish, Louisiana, said right of way being described by metes and bounds, as follows:

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*2181*





Commencing at the southeast corner of the said Sec. 48; thence North 82 deg. 0 min. West along the south boundary of the said Section, 7,780.08 feet; thence north 63 deg. 30 min. West along the said south boundary, 269 feet to the most southerly corner of a 2.648 acre tract of land owned by Texas Eastern Transmission Corporation; thence North 76 deg. 02 min. East along the southeasterly boundary line of the said 2.648 acre tract, 200 feet to the southeasterly corner of the said tract; thence north 13 deg. 58 min. West, along the easterly boundary line of the said 2.648 acre tract, 93.7 feet to the POINT OF BEGINNING of the herein described right of way; thence North 76 deg. 11 min. East, 233.8 feet to a point herein designated as Point "A" for later reference; thence North 65 deg. 14 min. East, 871.8 feet; thence North 76 deg. 40 min. East, 528.5 feet to the boundary line between the herein described tract and lands of Lucie C. Lorio; this point being herein designated as Point "B" for later reference; thence North 82 deg. 0 min. West along said boundary line 206.2 feet; thence South 76 deg. 40 min. West, 343.9 feet; thence South 65 deg. 14 min. West, 872.1 feet; thence South 76 deg. 11 min. West, 226.8 feet to the northeasterly boundary line of the Texas Eastern Transmission Corporation's 2.648 Acre tract, for the northwesterly corner of the herein described right of way; thence South 13 deg. 58 min. East along said northeasterly boundary line, 75.0 feet to the Place of Beginning, containing 2.65 acres of land, more or less.

SECOND: A permanent right of way across the said 118.8 acre tract of land described as follows:

Beginning at the northwesterly corner of the above described existing right of way at the northeasterly boundary line of the Texas Eastern Transmission Corporation's 2.648 acre tract of land; thence North 13 deg. 58 min. West along said line, 25 feet; thence North 76 deg. 11 min. East, parallel with the westernmost northwesterly line of the said existing right of way, 355.95 feet to the middle northwesterly line of the said existing right of way; thence South 65 deg. 14 min. West along said middle northwesterly line, 131.62 feet; thence South 76 deg. 11 min. West along the said westernmost northwesterly line, 226.8 feet to the place of beginning; being a strip of land 25 feet wide, converging at the northeasterly extremity, adjacent to the northwesterly side of the said existing right of way and containing 0.17 acres of land, more or less.

THIRD: A permanent right of way 30 feet in width across a 642.8 acre tract of land owned by Crown Zellerbach Corporation in Sec. 48, 43, 46 and 47, Township 4 South, Range 2 West, West Feliciana Parish, Louisiana, said right of way being described by metes and bounds, as follows:

Beginning at the westernmost northwesterly corner of the said tract of land; said beginning point being at the southerly line of an existing right of way in favor of Texas Eastern Transmission Corporation and also being shown as Point "D" on a map made by Associated Engineers for Crown Zellerbach Corporation and dated April 25, 1957; thence north 83 deg. 06 min. east along a northerly boundary line of the said tract of land, 1000 feet to an angle point in the said boundary line; thence north 87 deg. 54 min. east along the said boundary line, 121.17 feet; thence south 69 deg. 06 min. west, 82.13 feet; thence south 83 deg. 06 min. west, parallel with the first above mentioned boundary line, 1,023.34 feet to the westernmost westerly boundary line of the said 642.8 acre tract of land, said westerly boundary line being along the toe of a bluff; thence north 37 deg. 27 min. west along the said westerly boundary line and toe of bluff 34.84 feet to the place of beginning; containing 0.73 acres of land, more or less. It being the intent of the above to describe a strip of land 30 feet in width adjacent to and on the southerly side of a right of way 50 feet in width granted Texas Eastern Transmission Corporation by Robert H. Daniel, et al, as shown in Right of Way grant dated June 17, 1955 and recorded in Volume 49, page 465 of the conveyance records of West Feliciana Parish, Louisiana.

All as per plats attached hereto and made a part hereof.

It is understood and agreed that the right of way hereinabove described as "FIRST" is included herein to take the place of and correct the description of right of way granted Texas Eastern Transmission Corporation by Mrs. Margaret Ford Daniel, et als, as described in sub-paragraph two (2) of instrument dated April 22, 1955 and recorded in Notarial Record Book No. 49, page 410, and also to confirm Texas Eastern Transmission Corporation's right to lay an additional pipe line over said land described as "FIRST". Texas Eastern Transmission Corporation, GRANTEE herein, hereby releases, relinquishes and conveys unto and in favor of Crown Zellerbach Corporation, GRANTOR herein, that part of the right of way acquired from the said Mrs. Margaret Ford Daniel et als, as described in sub-

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paragraph two (2) in instrument dated April 22, 1955 above referred to, that lies outside of the limits of the right of way herein described as "FIRST". GRANTOR hereby recognizes that GRANTEE's right to lay its presently existing pipe line and also the right to lay an additional pipe line over lands described herein as "FIRST" was acquired from Mrs. Margaret Ford Daniel, et als, in instrument dated April 22, 1955, above referred to, and that the above made limitation to the installation of a "single pipe line" over lands described in this instrument (as applied to land described hereinabove as "FIRST") shall be construed to mean one additional pipe line in addition to the presently existing pipe line over said land hereinabove described as "FIRST".

It is also understood and agreed that the right of way herein granted upon, over and across the above described land may be cleared of all timber and any other growths and obstructions.

It is also understood and agreed that during the period of construction and installation of the pipe line herein contemplated, GRANTEE shall have access to and use of additional strips of land, which may be cleared of all timber and any other growths or obstructions, along, parallel and adjacent to the right of way hereinabove described, said strips of land being more specifically described as to individual tracts as follows:

FOURTH: Beginning at a point in the middle southeasterly line of the right of way hereinabove described as "FIRST", said point being north 65 deg. 14 min. east, 133.98 feet along said line from Point "A", designated in said above description; thence north 65 deg. 14 min. east, along said middle southeasterly line, 737.82 feet; thence north 76 deg. 40 min. east along a boundary line of the said right of way, 528.5 feet to Point "B" designated in above right of way description; thence south 82 deg. 0 min. east along the boundary line between Crown Zellerbach Corporation and Lucie C. Lorio, 68.71 feet; thence south 76 deg. 40 min. west, 590 feet; thence south 65 deg. 14 min. west 606.10 feet; thence south 76 deg. 11 min. west,

131.62 feet to the place of beginning, being a strip of land 25 feet in width, converging at the northeastern and southwestern extremities parallel with, adjacent to and on the southeasterly side of the right of way hereinabove described as "FIRST" and containing 0.71 acres of land, more or less.

FIFTH: Beginning at the southwesterly corner of the said permanent right of way, hereinabove described as "THIRD", said beginning point at the westernmost boundary line of the Crown Zellerbach Corporation 642.8 acre tract of land, South 37 deg. 27 min. East, 34.84 feet from the westernmost northwesterly corner of the said tract; thence north 83 deg. 06 min. east along the southerly side of the said permanent right of way, 1,023.34 feet; thence north 69 deg. 06 min. east along the southerly side of the said permanent right of way, 82.13 feet to a northerly boundary line of the said 642.8 acre tract of land; thence north 87 deg. 54 min. East, along the said boundary line, 62.05 feet; thence south 69 deg. 06 min. West, 143.28 feet; thence south 83 deg. 06 min. West, 1,014.04 feet to the westernmost westerly boundary line of the said tract, at the toe of a bluff; thence north 37 deg. 27 min. West, along the said westerly boundary line and toe of bluff 23.22 feet to the Place of Beginning, being a strip of land 20 feet in width, adjacent to and on the southerly side of the right of way hereinabove described as "THIRD" and containing 0.52 acres of land, more or less.

All as per plats attached hereto and made a part hereof.

GRANTEE shall stake the outside limits of the entire strips of land over and across all of the above described lands, (being the actual Right of Way and the additional strips (as hereinabove described) to be used during construction of said pipe line) and shall notify GRANTOR after same has been staked in sufficient time in advance of construction so that GRANTOR may cut and remove, at GRANTOR'S expense, any timber and pulpwood desired by GRANTOR, from said strips of land. In the event GRANTOR fails to cut and remove said timber and pulpwood, then and in such case, GRANTEE, at its cost and expense, may proceed to clear said strips of land (being the actual right of way and the additional strips to be used during construction of said pipe line) as hereinabove described, and

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any merchantable timber cut by GRANTEE shall be cut in sawlog lengths and placed on lands of GRANTOR immediately adjacent to said right of way; and likewise said pulpwood shall be cut in proper lengths and placed on lands belonging to GRANTOR immediately adjacent to said Right of Way. All tops and other debris left on said right of way after the cutting and removing of said sawtimber and pulpwood by either GRANTOR or GRANTEE shall be burned upon the Right of Way by GRANTEE, at its cost and expense, under general supervision of Forestry Department of GRANTOR. It is also understood that no dirt or debris of any kind shall be placed outside of the boundary limits of the said Right of Way. GRANTEE further agrees that it will, in the course of construction of said pipe line, relocate at its expense the fence along the right of way shown on drawing No. TC-8-13857.1 to the southerly line of said right of way.

GRANTEE shall, at its cost and expense, within six (6) months after the completion of construction of said pipe line, make an accurate survey of the actual location of the right of way herein granted across each tract of land and shall make and furnish to GRANTOR a map or plat thereof in sufficient detail so that GRANTOR may accurately locate and plot in their records and on their maps the outside limits of said right of way.

GRANTEE shall have the right of ingress and egress across neighboring or contiguous lands of GRANTOR to and from said right of way and easement when deemed necessary for the purpose of exercising the privileges hereby granted, and GRANTEE is obligated to pay all damages resulting from any clearing necessary in connection with the exercise of this right. The selection of the route over and across such contiguous or neighboring lands shall be made jointly with Grantor's local superintendent or representative.

GRANTOR has constructed and maintains for its own use and benefit, certain private roads, including culverts and bridges, upon, over and across its lands in the Parish of West Feliciana, some of

which intersect the Right of Way herein granted to GRANTEE. In the construction and maintenance of its pipe line, GRANTEE, its employees, agents and/or contractors, is hereby given the right and privilege to travel over certain of said roads which intersect said right of way; provided, GRANTEE, its employees, agents and/or contractors, shall minimize as much as possible the use of said roads during periods of wet weather when heavy vehicles and equipment cause damage to said roads, culverts and bridges, and GRANTEE is hereby obligated in connection with the use of said roads, to maintain the same in a good state of repair, during the period of use by GRANTEE and leave the said roads, bridges and culverts in as good or better condition as when the use thereof by GRANTEE began; provided further, that failing such obligation, GRANTEE is obligated to pay to GRANTOR all damages of any kind or character caused GRANTOR on account of the use or abuse of said roads, culverts and bridges, said damages to be paid by GRANTEE in the same manner as any other damages which GRANTEE is obligated to pay under the terms of this contract.

GRANTEE is hereby obligated to use every reasonable means and precaution to prevent forest fires from originating upon and along said right of way during its operation in the construction of said pipe line, and to extinguish all forest fires which may occur in the vicinity caused by or spreading from its operations. GRANTEE shall be liable for such damages suffered by GRANTOR on account of any forest fires on lands of GRANTOR adjacent to or in the vicinity of said right of way which may originate and occur during the time of and caused by GRANTEE's operations in the construction of said pipe line.

It is understood and agreed that GRANTEE shall be liable to GRANTOR for any damage which GRANTOR may suffer resulting from



or growing out of a leak or break in the said pipe line, irrespective of the cause of such leak or break, and for any damages resulting from or growing out of GRANTEE's use, maintenance, inspection or repair of said pipe line or right of way, other than for timber cut on said right of way prior to or during the construction of said pipe line and absence of fault or negligence on GRANTEE's part shall be no defense against such liability. This provision shall not apply where such leak or break is directly caused by the negligent act of GRANTOR, or its authorized agents.

GRANTEE hereby agrees to pay all damages unto GRANTOR, as herein obligated, provided an itemized statement of claim thereof in writing shall be presented by GRANTOR to GRANTEE at GRANTEE's office in Shreveport, State of Louisiana, the said payment thereof to be made within thirty (30) days after submission of the said statement.

It is understood and agreed that, upon completion of construction of said pipe line, the pipe will be covered to a minimum depth of thirty (30") inches from the top of the pipe to the normal surface of the ground. The said pipe line shall be so constructed so as not to cause substantial interference with natural drainage of the lands, and shall not interfere with fire lanes now constructed thereon. The said pipe line shall be constructed so as not to interfere with the use of roads, bridges or other facilities on said lands, or obstruct the use thereof for any purpose which GRANTOR may desire. GRANTEE further agrees that in the event Point "D" shown on Crown Zellerbach map dated April 25, 1957 and shown on Drawing TC-8-13857.1 attached hereto is disturbed during the construction of said pipe line, GRANTEE shall at its expense re-establish said monument.

GRANTOR shall have the right at any and all times in its operations to use the land included in said right of way over which said pipe line is located, as well as grant said right to others; and GRANTOR shall also have the right to install, maintain and use tracks, roads, pipe lines across said pipe line right of way and

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likewise to grant to others the right to install, maintain and use tracks, roads, pipe lines across said pipe line right of way, upon condition, however, (1) that the exercise of any of the said rights by Grantor shall cause no unreasonable interference with said pipe line of GRANTEE and the rights granted to others hereafter shall not be superior to the rights granted to the GRANTEE; (2) that the character of installation of the above mentioned crossings shall be in accordance with the reasonable requirements of GRANTEE

It is understood and agreed that GRANTOR reserves the right unto itself, its successors and assigns, to grant oil, gas and mineral leases contracts as to lands included in the right of way herein granted, provided, such contracts shall contain provisions that operations under same shall not interfere with GRANTEE's use of said pipe line; also GRANTOR shall have right to build fences and private roads along, over and across said right of way, but such roads shall be located along and adjacent to the outside limits of said right of way and leave clear a strip of land not less than six (6') feet in width along the center of said pipe line, so as not to interfere with GRANTEE's use of said pipe line; and GRANTOR shall have the right to lay pipe lines over and across said right of way and grant such right to others, provided such pipe lines shall be laid under GRANTEE's pipe line and so laid as not to damage or endanger pipe line of GRANTEE or the use thereof.

As a further valuable consideration for the rights, privileges and right of way herein granted, the GRANTEE obligates itself to clear the right of way hereinabove described of underbrush at least once each year during last half of year. GRANTOR shall be notified of the time of burning of any undergrowth or debris on said right of way. Upon the neglect or refusal of the GRANTEE to clear

the right of way of underbrush at least once each year, as above stipulated, and at all times to keep said right of way in a reasonably safe condition, as herein obligated, the GRANTOR or its assigns may have such work done after giving thirty (30) days written notice to GRANTEE of its intention so to do, and the cost of such work, when performed by the GRANTOR or its assigns, shall be paid by the GRANTEE. Itemized statement of the cost of such work where performed by the GRANTOR or its assigns shall be submitted to GRANTEE for payment within thirty (30) days after such work is completed.

In the event of disagreement between GRANTOR and GRANTEE as to the amount of claims for damages submitted by GRANTOR to GRANTEE, the amount of said damages shall be ascertained and determined by three (3) disinterested persons, one of whom shall be appointed by the GRANTOR, one by the GRANTEE, and the third by the two so appointed, and the agreement of such three (3) persons or any two (2) of them shall be final and conclusive.

The rights, right of way, and servitude of passage herein granted shall not be construed to be superior to presently existing: (1) rights of way for railroad tracks; (2) rights of way for electric power transmission lines; (3) rights of way for telephone and telegraph lines; (4) rights of way for pipe lines; (5) rights of way for roads and highways.

The rights herein granted shall revert to GRANTOR, its successors and assigns, in the event of nonusage or abandonment of the use of said pipe line during a continuous period of twelve (12) months time.

It is understood and agreed that GRANTOR shall pay all taxes assessed against the said lands included in the said Right of Way and that GRANTEE shall pay all taxes assessed against GRANTEE's property situated on said right of way.

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It is distinctly understood that this instrument shall not be construed as a conveyance of title to any part of the land covered hereby nor of the minerals therein, and grants only the right of way and servitude of passage as herein provided.

It is distinctly understood that the rights of way and servitude of passage herein granted are private servitudes and easements for the exclusive use of GRANTEE, its successors and assigns, for conducting its business as outlined above, and that any roads constructed under the terms of this instrument shall be considered private and not public thoroughfares and the public shall acquire no rights therein.

TO HAVE AND TO HOLD said right of way, servitude of passage and easement unto said GRANTEE until said pipe line be constructed and so long thereafter as the same is maintained and used thereon; and although GRANTOR represents that it is the lawful owner of said premises; that it has good right and authority to grant this right of way and servitude of passage, it is nevertheless understood and agreed that this conveyance is made without warranty of title, either expressly or impliedly, warranty being expressly excluded.

This agreement shall inure to the benefit of and be binding on the respective successors or assigns of the parties hereto as well as the parties themselves, and the rights, privileges and easements herein shall be subject to conveyance and/or assignment.

This contract is executed in multiple originals, each of which shall be considered an original and all of which shall constitute but one contract.

IN TESTIMONY WHEREOF, the said Crown Zellerbach Corporation has caused this agreement to be executed in its corporate name

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and behalf by F. O. Boylon, its Vice President  
and under its corporate seal at San Francisco, County of San  
Francisco, State of California on the 12th day of December,  
1960, and said Texas Eastern Transmission Corporation has caused  
this agreement to be executed in its corporate name and behalf by  
E. T. Robinson, Jr., its Vice-President, and  
under its corporate seal at Shreveport, Parish of  
Caddo, State of Louisiana, on this 25th day of  
November, 1960.

WITNESSES AS TO CROWN  
ZELLERBACH CORPORATION:

CROWN ZELLERBACH CORPORATION

APPROVED  
AS TO FORMS:  
12/15/60  
[Signature]  
Attorney

Serial Dean Bair  
E. Ceccacci

By: [Signature]  
GRANTOR

WITNESSES AS TO TEXAS EASTERN  
TRANSMISSION CORPORATION:

TEXAS EASTERN TRANSMISSION  
CORPORATION

H. d. Putnam  
Virginia Hunter

By: [Signature]  
Vice-President  
GRANTEE

APPROVED  
AS TO FORM  
R. G. AND V. M.  
[Signature]

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STATE OF CALIFORNIA  
*City*  
COUNTY OF SAN FRANCISCO

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said county and state, personally came and appeared *T.O. Baylan*, to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses, that he is the *Vice-President* of Crown Zellerbach Corporation, that as such duly authorized officer, he signed and executed the foregoing instrument as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

WITNESS my official signature and seal of office at San Francisco, County of San Francisco, State of California, on this *12<sup>th</sup>* day of *December*, 1960.

WITNESSES:

*Gerald Alan Bair*

*T.O. Baylan*  
Vice-President

*E. Ciccacci*

*Geraldine D. Cohen*  
NOTARY PUBLIC

GERALDINE D. COHEN  
NOTARY PUBLIC IN AND FOR THE CITY AND COUNTY  
OF SAN FRANCISCO, STATE OF CALIFORNIA  
MY COMMISSION EXPIRES JANUARY 11, 1961

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STATE OF LOUISIANA

PARISH OF CADDO

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said parish and state, personally came and appeared E. T. Robinson, Jr., to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses, that he is the Vice-President of Texas Eastern Transmission Corporation, that as such duly authorized officer, he signed and executed the foregoing instrument as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

WITNESS my official signature and seal of office at

Shreveport, Parish of Caddo, State of Louisiana, on this 25th day of November 1960.

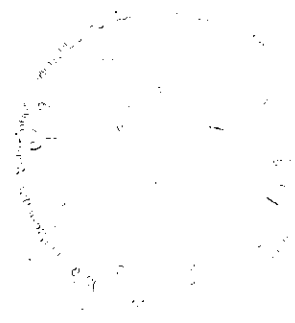
WITNESSES:

H. J. Putnam

E. T. Robinson, Jr.  
Vice President

Virginia Hunter

Henry L. Rush  
NOTARY PUBLIC  
HENRY L. RUSH, NOTARY PUBLIC  
P. O. BOX 1812, SHREVEPORT, LA.



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C E R T I F I C A T E

I, J. E. Murray, Assistant Secretary of Crown Zellerbach Corporation, a Nevada corporation, do hereby certify that:

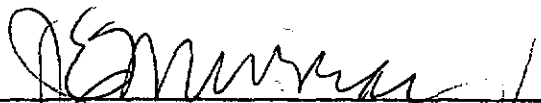
- 1. ARTICLE V of the Bylaws of said Corporation as in effect September 29, 1960, and as still in full force and effect, provides as follows:

"ARTICLE V

Section 8. Other Vice Presidents. The other Vice Presidents shall have such powers and perform such duties as may be prescribed by the Board of Directors, the Executive Committee, the President, the Executive Vice President, or the Senior Vice Presidents. They may sign and execute bonds, certificates of stock, mortgages, and other contracts, obligations and instruments of every kind and character of the corporation."

- 2. F. O. Boylon is a duly elected and acting Vice President of said Corporation.

WITNESS my hand and the seal of the Corporation, this 12th day of December, 1960.

  
 \_\_\_\_\_  
 Assistant Secretary  
 CROWN ZELLERBACH CORPORATION

3181

Resolution of Board of Directors

I, D. E. McCravy, Assistant Secretary of Texas Eastern Transmission Corporation, hereby certify that the following is a true and correct copy of a resolution adopted by the Board of Directors of the Company at a meeting held October 28, 1959, which said meeting was duly called and convened and at which meeting a quorum of directors was present and voting throughout; and I do further certify that said resolution has not since been amended or rescinded and at this date is in full force and effect:

RESOLVED, that the President or any Vice President of the Company be and each of them is hereby authorized, for and on behalf of the Company and under its corporate seal attested by the Secretary or any Assistant Secretary, to execute bonds, undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, in a principal amount not to exceed \$100,000, as may be required or proper to assure compliance by the Company or its agents with any obligations that may arise in connection with the operations of the Company or the construction or acquisition or use of its properties, rights and interests.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 23rd day of November, 1960.

*D. E. McCravy*  
Assistant Secretary

# 3181 Filed for Record January 10, 1961  
Shirley B. Winston, Clerk & Recorder  
Recorded in Notarial Records 54, Page 329, Jan. 10, 1961.  
Betty Seal, Dg. Clerk & Recorder.

3181

FT

Resolution of Board of Directors

I, D. E. McCravy, Assistant Secretary of Texas Eastern Transmission Corporation, hereby certify that the following is a true and correct copy of a resolution adopted by the Board of Directors of the Company at a meeting held June 29, 1960, which said meeting was duly called and convened and at which meeting a quorum of directors was present and voting throughout; and I do further certify that said resolution has not since been amended or rescinded and at this date is in full force and effect, and that E. T. Robinson, Jr. is still holding the office referred to in the resolution:

RESOLVED, that E. T. Robinson, Jr. be and he is hereby elected Vice President of the Company effective June 29, 1960.

IN WITNESS WHEREOF, I have hereunto subscribed my name affixed the seal of said corporation this 23rd day of November, 1960.

*D E McCravy*  
Assistant Secretary



*Filed for record Jan. 10, 1961  
Betty Seal, Mg. Clerk & Recorder.*

3181

STATE OF LOUISIANA

PARISH OF WEST FELICIANA

KNOW ALL MEN BY THESE PRESENTS, that on this 29<sup>th</sup> day of March, 1965, CROWN ZELLERBACH CORPORATION, a corporation duly organized and existing under the laws of the State of Nevada, whose permanent mailing address is One Bush Street, San Francisco, California, herein appearing through and represented by FRANCIS M. BARNES, its VICE PRESIDENT hereunto duly authorized, hereunto sometimes called "Grantor," for the consideration and upon the terms and conditions hereinafter set forth and expressed, does by these presents grant, transfer, assign, set over and deliver unto ILLINOIS CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, herein appearing through and represented by A. L. SAMS, its CHIEF ENGINEER, hereunto duly authorized, hereinafter sometimes called "Grantee," a servitude of right of way on, over and across the property situated in West Feliciana Parish, Louisiana, and more particularly described in Schedule A attached and made a part hereof, for the purpose of constructing, operating and maintaining its line of railroad and railroad track or tracks and appurtenant facilities on said right of way. The said Grantee, its successors and assigns, and their officers, agents, employees, lessees and invitees shall have the right at all times to freely pass and repass on, over and across said right of way for said purpose.

The servitude of right of way as above described is granted by the Grantor and accepted by the Grantee under and subject to the following provisions and stipulations, to-wit:

1. The Grantee shall have the right to take earth, quarry rock, cut timber and do such things on said right of way as are necessary and convenient in the construction, operation and maintenance of the said railroad track or tracks and appurtenant facilities on said right of way. The Grantee shall construct, operate and maintain said railroad track or tracks and appurtenant facilities on said right of way at its own expense.

*Handwritten notes:*  
 2/23/65  
 EGN  
 AHS

*Handwritten:*  
 Indexed  
 #5838

I. C. SYSTEM - COPY

## Schedule "A"

Description of easement to be granted by Crown Zellerbach Corporation to the  
Illinois Central Railroad Company at Zee, Louisiana.

An irregular parcel of land lying between the southerly property line of the Illinois Central Railroad Company on the north and the easterly property line of St. Francisville Paper Company on the south located in Sections 42, 46 and 47, Township 4 South, Range 2 West of St. Helena Meridian, West Feliciana Parish, Louisiana, more particularly described as follows:

Beginning at a point in the Illinois Central Railroad Company's southerly property line at Valuation Survey Station 1688+89.4, said point also being 50 feet southerly from the center line of main track, as measured at a right angle thereto; thence North 77 degrees 42 minutes West a distance of 70 feet to a point of curve; thence southwesterly on a curve to the left, having a radius of 523.69 feet, parallel with and 50 feet southeasterly from the center line of the east wye track a distance of 551.5 feet to the end of curve; thence South 41 degrees 49 minutes West parallel with and 50 feet easterly from said center line of track a distance of 925.6 feet; thence South 34 degrees 40 minutes West a distance of 1189.0 feet; thence South 41 degrees 49 minutes West a distance of 1000 feet; thence South 51 degrees 35 minutes West a distance of 721.4 feet; thence South 48 degrees 00 minutes West a distance of 468.3 feet; thence South 42 degrees 00 minutes East a distance of 10 feet; thence South 48 degrees 00 minutes West parallel with and 35 feet southeasterly from the center line of lead track a distance of 1211.7 feet; thence North 42 degrees 00 minutes West a distance of 10 feet; thence on a curve to the right, having a radius of 1082.23 feet, parallel with and 25 feet southeasterly from the center line of said lead track a distance of 738.27 feet to the St. Francisville Paper Company's easterly property line, said point also being 42.4 feet northerly from the corner where the north and east property lines of said St. Francisville Paper Company intersect; thence North 08 degrees 00 minutes East along said property line a distance of 35.6 feet to a point which is 10 feet northwesterly from said center line of lead track, as measured at a right angle thereto; thence northeasterly on a (non-tangent) curve to the left, having a radius of 1047.23 feet, parallel with and 10 feet northwesterly from said center line of lead track a distance of 712.5 feet to the end of curve; thence North 42 degrees 00 minutes West a distance of 25 feet; thence North 48 degrees 00 minutes East parallel with and 35 feet northwesterly from said center line of lead track a distance of 1211.7 feet; thence North 42 degrees 00 minutes West a distance of 40 feet to the southeasterly line of a 20-foot wide right-of-way for an 8-inch natural gas pipe line; thence North 48 degrees 00 minutes East along said southeasterly right-of-way line a distance of 468.3 feet to a point of curve; thence northeasterly on a curve to the left, having a radius of 1265 feet along said southeasterly right-of-way line of gas pipe line a distance of 379.0 feet; thence North 41 degrees 49 minutes East parallel with and 40 feet northwesterly from the center line of said lead track a distance of 2960.3 feet; thence North 34 degrees, 40 minutes East a distance of 51.7 feet to a point in a radial line of a point of curve in the west



wye track; thence northerly and northwesterly on a curve to the left, having a radius of 533.69 feet, parallel with and 40 feet westerly from the center line of said west wye track a distance of 913.9 feet to the Illinois Central Railroad Company's southerly property line at Valuation Survey Station 1677+02.9, said point also being 50 feet southerly from the center line of main track, as measured at a right angle thereto; thence South 71 degrees 58 minutes East parallel with and 50 feet southerly from said center line of main track and along said southerly property line a distance of 1186.5 feet to the point of beginning, containing an area of 27 acres, more or less.

All as shown in red on print attached hereto and made a part hereof.

*Filed for Record May 1, 1965 -  
Leth Daniel, Dy Clerk &  
Recorder*

*Recorded in Historical FT  
Book 57, Page 573, May 5,  
1965 -  
Leth Daniel, Dy Clerk & Recorder*

- 2 -

jr mm  
2-19-65

Schedule "A"

ELECTRIC LINE  
RIGHT OF WAY PERMIT

STATE OF LOUISIANA  
PARISH OF WEST FELICIANA

KNOW ALL MEN BY THESE PRESENTS:

That, CROWN ZELLERBACH CORPORATION, a Nevada corporation, authorized to do and doing business in the State of Louisiana, with its principal Louisiana domicile in the City of Bogalusa, Parish of Washington, represented herein by O. D. HALLIN, its duly authorized SENIOR VICE PRESIDENT (hereinafter referred to as GRANTOR) for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable considerations, receipt and sufficiency of which is hereby acknowledged, does by these presents, and subject to the terms and conditions hereinafter set forth, grant, convey and deliver unto GULF STATES UTILITIES COMPANY, a Texas corporation, authorized to do and doing business in the State of Louisiana, with its principal Louisiana domicile in the City of Baton Rouge, represented herein by Norman R. Lee, its Vice President (hereinafter referred to as GRANTEE), a right of way and easement for the construction, operation, maintenance, replacing and/or removing of one or more electric lines, including poles, towers, wires, guy lines and other appurtenances, upon, over and across the following described lands, situated in the Parish of West Feliciana, State of Louisiana, to-wit:

A strip of land one hundred fifty (150') feet wide upon, over and across a certain parcel or tract of land containing 642.80 acres, more or less, lying in and/or comprising all or portions of Sections 43, 46, 47 and 48, Township 4 South, Range 2 West, said strip of land being 75 feet on each side of the following described centerline:

Begin at a point in the centerline of Thompson's Creek, said point being 7,180 feet, more or less, measured in a southwesterly direction along the meanders of Thompson's Creek from the centerline of the Woodville Branch crossing the Illinois Central Railroad; thence north 28 deg. 0 min. west, 3,007 feet, more or less, to a point of exit on the northerly line of the above referred to 642.80 acre tract, 16.9 feet, south 87 deg. 54 min. west from an interior corner of said tract, said corner being the southeast corner of the RobertH. Daniel, et als tract.

All as shown on plat attached hereto and made a part hereof.

It is understood and agreed that GRANTOR reserves the right to require that GRANTEE relocate and/or rearrange its electrical facilities, the cost of which is to be shared equally between GRANTOR and GRANTEE, in the event that GRANTOR, its successors or assigns, ever has a valid need for the property included within said right of way for expansion and/or rearrangement of its industrial facilities. GRANTOR agrees to cooperate with GRANTEE in providing and/or locating and obtaining a suitable alternate route for said electrical facilities on a right of way furnished by GRANTOR at GRANTOR's sole expense. The above obligation by GRANTEE to relocate and/or rearrange its electrical facilities whenever requested to do so by GRANTOR, is a part of the consideration for which this right of way is granted.

It is further understood and agreed that the right of way herein granted shall be for the construction, operation and maintenance of GRANTEE'S electrical facilities only and that GRANTEE shall not permit any other person, firm or corporation to attach any of its facilities to GRANTEE'S facilities without first obtaining GRANTOR'S written permission.

GRANTEE shall have the right and privilege to open, clear and maintain said right of way and to keep same clear of underbrush, trees and other growths and obstructions which, in the sole judgment of GRANTEE, might interfere with or constitute a hazard to the operation of said electric lines and shall also have the free right of ingress and egress to and from and upon said right of way upon, over and/or across adjoining lands of GRANTOR for the purpose of constructing, operating and maintaining said electric lines. GRANTEE agrees that, wherever possible, existing roads shall be used in exercising the rights of ingress and egress and GRANTEE also agrees to promptly repair and be responsible for any damage to said roads caused by its operations. In the event that routes other than existing roads shall be necessary, said routes shall be selected jointly with GRANTOR and any and all damages in connection therewith shall be determined and said amounts shall be paid by GRANTEE to GRANTOR.

GRANTOR reserves unto itself all merchantable timber and/or pulpwood located on the area to be used for this right of way with the right to remove same before construction of said electric lines begins. GRANTEE shall give written notice to GRANTOR before any clearing operations are begun upon said area to be used for said right of way and GRANTOR shall be allowed sufficient time in which to remove any and all merchantable timber and/or pulpwood located thereon. GRANTOR agrees to cooperate with GRANTEE'S clearing crews in the sequence of clearing operations and further agrees that all timber and/or pulpwood to be removed, will be removed as rapidly as possible.

It is distinctly understood that this instrument shall not be construed as a conveyance of title to any part of the land covered hereby, nor of the minerals therein, or the timber thereon, and grants only the right of way and easement as herein provided, and although GRANTOR represents that it is the lawful owner of said premises, that it has good right and authority to grant this right of way and easement, it is nevertheless understood and agreed that this conveyance is made without warranty of title, either expressly or impliedly, warranty being expressly excluded.

GRANTEE shall have the right to remove any danger trees adjacent to said right of way that are diseased, decayed, weak, leaning or in danger of falling from other similar causes, which, if in falling could strike said electric lines and constitute a hazard thereto, provided that GRANTEE shall pay to GRANTOR the value of such trees as timber when removed, and also provided that all trees so removed shall be removed under the general supervision of GRANTOR'S District Manager, which supervision shall be at GRANTOR'S sole expense; it being distinctly understood that no tree lying outside of the right of way shall be removed on the basis of height alone and only those trees in which one or more of the factors enumerated above are evident, shall be classed as danger timber and be subject to removal.

The said electric lines to be erected under the terms hereof shall be constructed, operated and maintained by GRANTEE in accordance with minimum requirements contained in the National Electrical Safety Code, published by the National Bureau of Standards of the U. S.

Department of Commerce, or in any duly adopted supplements thereto, as well as any requirements of the laws of the United States, State of Louisiana, or by any regulatory body having jurisdiction in the premises, provided however that a minimum vertical clearance of thirty (30') feet shall be maintained by said electric lines to be erected by GRANTEE over lands of GRANTOR under the terms hereof.

It is understood and agreed that said right of way shall never be fenced by the GRANTEE and that the GRANTOR shall have full use of the land included in the right of way herein conveyed at any and all times in its operations, including, but not limited to, the rights to build roads, tracks, pipelines or uses of a like nature, along or across said right of way, as well as grant said right to others, provided that said uses and the rights so granted to others shall be subordinate to the rights herein granted to GRANTEE; and provided that said uses shall be subject to the safety requirements of GRANTEE and provided that said uses shall not unreasonably interfere with the enjoyment by GRANTEE of the right of way and easement herein conveyed to it, and provided always that no building or structure of any nature or kind whatsoever nor any part of same shall be constructed, installed, placed or permitted upon or over said right of way or any part thereof except for the structures of GRANTEE.

GRANTEE agrees to dispose of all slash and other debris accumulated as a result of right of way clearing in any manner it may see fit and agrees that no slash or other debris shall be placed on adjacent lands of GRANTOR. Any burning of said slash and debris upon said right of way by GRANTEE shall be done under the general supervision of GRANTOR's District Manager, which supervision shall be at GRANTOR's sole expense.

GRANTEE is hereby obligated to use every reasonable means and precaution to prevent forest fires from originating upon and along said right of way during the construction, operation and/or maintenance of said electric lines and any forest fires so originating shall immediately be reported by GRANTEE to the forest fire fighting crews of the Louisiana Forestry Commission and of GRANTOR. GRANTEE shall, within the limits of its ability, aid in extinguishing any such forest fires and any damages to GRANTOR'S timber and other property resulting from such forest fires originating from GRANTEE's operations shall be determined and GRANTEE shall be obligated to pay GRANTOR for said damages.

GRANTEE agrees to hold GRANTOR and GRANTOR's property free and harmless against any and all liability, loss, damage, claims or law suits, including reasonable attorneys fees, arising out of any and all accidents or claims, however asserted, resulting from its use or misuse of the right of way and easement herein conveyed, by itself, its agents, contractors, employees, successors or assigns, in the construction operation and maintenance of said electric lines; provided however that the indemnification provided herein shall not apply to such liability, loss, damage, claims or law suits (including attorneys fees) arising out of the negligence of GRANTOR, its agents, contractors, employees, successors or assigns.

It is understood and agreed that the right of way hereinabove conveyed is made subject to any valid existing easements and servitudes, if any, insofar as said easements or servitudes may have legal effect under the laws of the State of Louisiana.

It is understood and agreed that GRANTOR shall pay all taxes assessed against the said lands included in the right of way herein conveyed and that GRANTEE shall pay all taxes assessed against GRANTEE'S property situated on said right of way.

This right of way and easement herein conveyed shall revert to GRANTOR, its successors and assigns, in the event of nonusage or abandonment of said electric lines constructed thereon for a continuous period of twelve (12) months (but excluding any period of non-use due to force majeure, e.g., Acts of God, wars, strikes, and other reasons beyond GRANTEE'S control). In the event of such termination, GRANTEE shall furnish GRANTOR a recordable release of said right of way and easement within thirty (30) days after written request therefor.

This agreement shall inure to the benefit of, and be binding on, the respective successors or assigns of the parties hereto, as well as the parties themselves, and the rights, privileges, and easements herein shall be subject to conveyance and/or assignment.

To have and hold said right of way, easement and privileges unto the GRANTEE, its successors and assigns, forever, subject to the terms and conditions hereinabove set forth.

THUS EXECUTED at City and County of San Francisco, State of California, in behalf of Crown Zellerbach Corporation, on this 22<sup>nd</sup> day of November, 1968, in the presence of the undersigned competent witnesses.

WITNESSES:

Bertha E. Henry  
Marilyn B. Dumas

CROWN ZELLERBACH CORPORATION-GRANTOR

BY O. D. Hallin  
O. D. HALLIN Name  
SENIOR VICE PRESIDENT Title

THUS EXECUTED at Baton Rouge, Louisiana, in behalf of Gulf States Utilities Company on this 12<sup>th</sup> day of December, 1968, in the presence of the undersigned competent witnesses.

WITNESSES:

Jack A. Lorman  
Gloria H. Lydell

GULF STATES UTILITIES COMPANY-GRANTEE

BY Norman R. Lee  
Norman R. Lee Name  
Vice President Title

STATE OF CALIFORNIA  
CITY & COUNTY OF SAN FRANCISCO

On this 22<sup>nd</sup> day of November, 1968, before me, the undersigned Notary Public, in and for the above City, County and State, personally came and appeared O. D. HALLIN, who, being first duly sworn, declared that he is the duly authorized SENIOR VICE PRESIDENT of Crown Zellerbach Corporation and who acknowledged that he executed the foregoing instrument on behalf of said corporation for the uses and purposes therein mentioned.

WITNESSES:

Bertha E. Henry  
Marilyn B. Dumas

O. D. Hallin  
O. D. HALLIN

Geraldine Cohen  
Notary Public  
Page: 361 File Number: 8398 Seq: 4  
NOTARY PUBLIC in and for the City & County of San Francisco, State of California

STATE OF LOUISIANA  
PARISH OF East Baton Rouge

On this 13th day of December, 1968, before me, the undersigned Notary Public, in and for the above State and Parish, personally came and appeared Norman R. Lee, who, being first duly sworn, declared that he is the duly authorized Vice President of Gulf States Utilities Company and who acknowledged that he executed the foregoing instrument on behalf of said Company for the uses and purposes therein mentioned.

WITNESSES:

Jack A. Szymon  
~~Robert R. [unclear]~~  
Gloria A. Lydell

Norman R. Lee

FT

#8398  
Filed for Record Dec. 17, 1968  
Little P. Daniel,  
Clerk & Recorder

[Signature]  
Notary Public

Recorded in Conveyance Bk 60, page 36 Book: 2, 1969 Page: 361 File Number: 8398 Seq: 5  
Anna Saule W. Clerk Pg. 119



Name and Post Office Address

of Grantor

PO Box 218

St. Francisville, Louisiana

Toll Line

(Name)

Exchange Line

St Francisville, Louisiana

Primary to

(Exchange)

The Property is bounded where the line enters and leaves this property by the property of:

La Hwy 964

on the SE

and

Edward Daniel

on the North

The pedestals (or stakes) have the following identification:

Identification: \_\_\_\_\_ to \_\_\_\_\_

Authority 811-0284

Classification 45C

Area La Hwy no 964

Approved:

Title:

NORTH

See attached sketch.



(UNDERGROUND PLANT)

GENERAL PERMIT

(INDIVIDUAL)

Form 8416-B 7-1-68

(I) (We), for and in consideration of the benefits to be derived and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, do hereby grant unto SOUTH CENTRAL BELL TELEPHONE COMPANY, its associated and allied companies, their respective licensees, successors and assigns, the right to construct, operate, and maintain a line of communication or other related services, consisting of buried cables, conduits, pedestals, and other necessary above or below ground appurtenances as are required within a

strip of land -5- feet in width upon, across, over and/or under that certain tract of land situated in West Feliciana Parish, State of Louisiana, to wit: lay approximately 180 feet of buried

telephone cable on grantors property in the vicinity of pole no 49, in and near the IC RR crossing on La Hwy no 964, and being partially laid on a private gravel road. Said cable will be relocated at no cost to Grantor should the location of said cable ever interfere with and upon, along and under the roads, streets, or highways adjoining or through said property and the right of ingress and egress to said premises at all times for the purpose of inspecting and maintaining said lines and including the right to relocate said lines to a mutually acceptable location on said premises to conform to any future highway relocation, widening or improvements.

IN WITNESS WHEREOF, the undersigned Grantor, ha set hand and seal this 27 day of

September, 1968.

Witnesses:

*[Handwritten signatures of witnesses]*

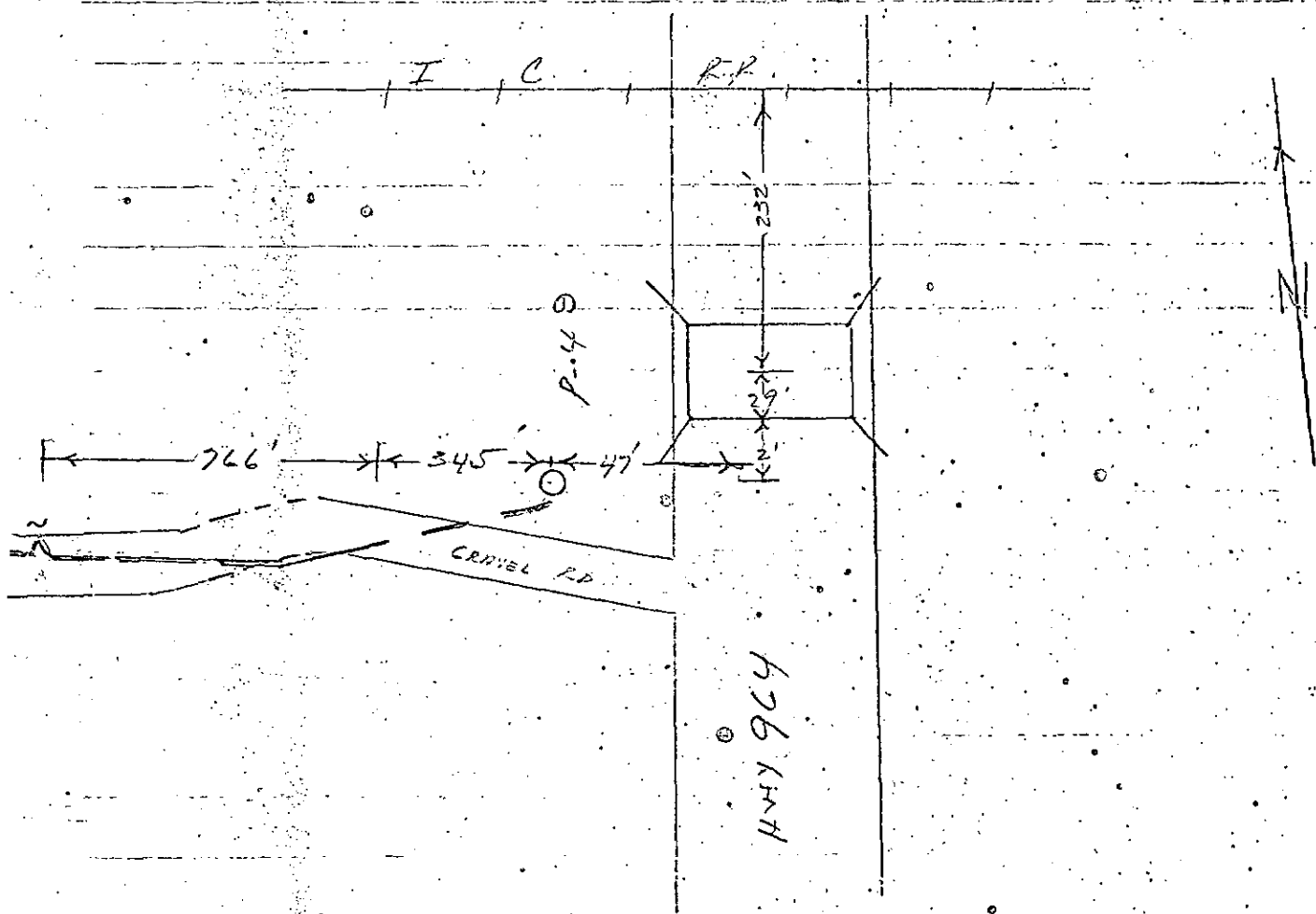
*[Handwritten signature of W.A. Gianotti]*  
W.A. Gianotti

future improvements planned or located on said property.

#8489

ST. FRANCISVILLE, LA

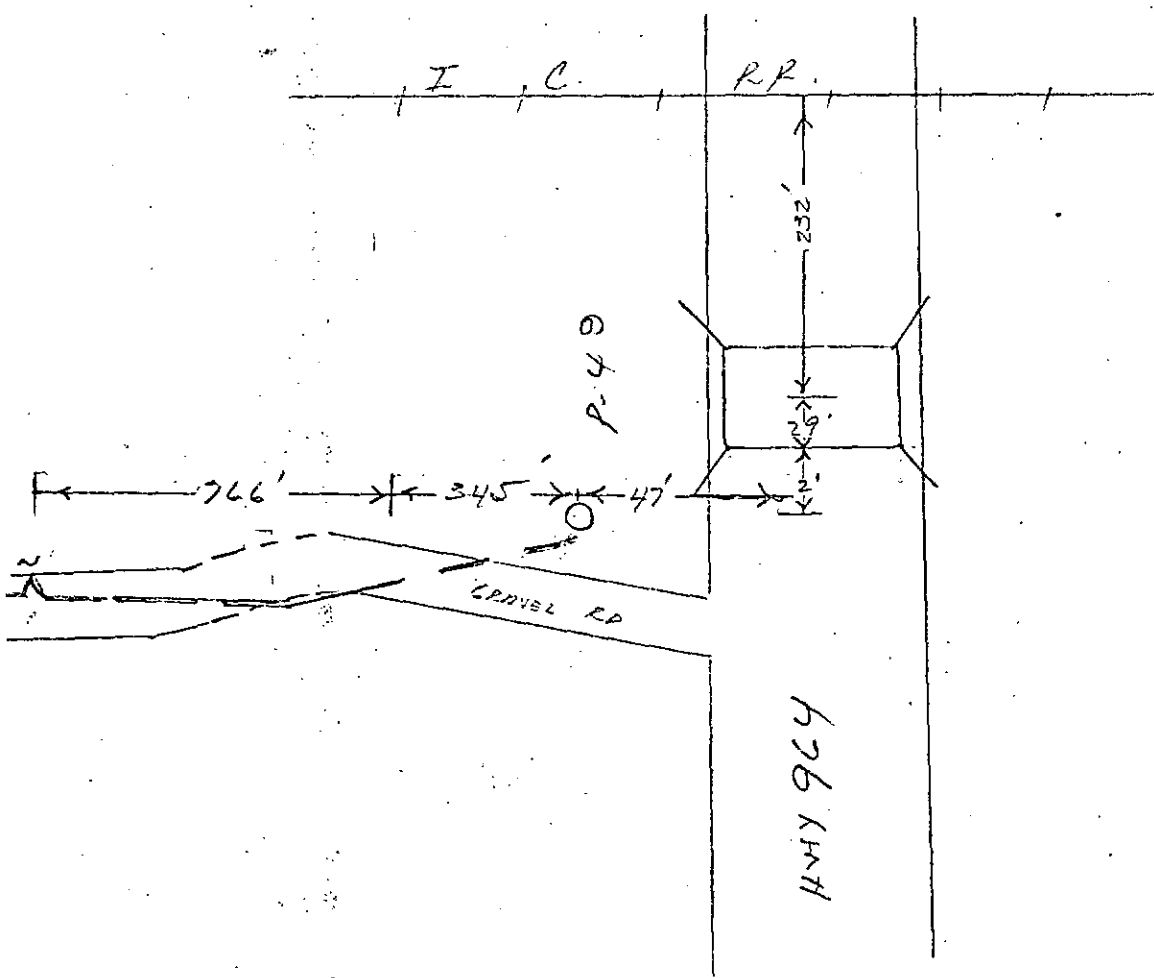
8/20/68 - RFS



#8489

ST. FRANCISVILLE, LA

8/20/68 - RFS



# 8489

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED  
E.R. YOUNGBLOOD, JR., WHO BEING BY ME FIRST DULY SWORN DEPOSED AND SAID  
THAT HE IS ONE OF THE SUBSCRIBING WITNESSES TO THE SIGNATURE OF \_\_\_\_\_

W.A. GIANOTTI, TO THE ABOVE AND FOREGOING  
DOCUMENT; THAT HE SAW THE SAID Man for

EXECUTE THE SAID DOCUMENT AND THAT APPEARER SIGNED SAME, TOGETHER WITH  
R.G. Ho/comb and John J. Hoffstetter THE OTHER  
SUBSCRIBING WITNESS.

E. Youngblood

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15<sup>th</sup> DAY OF

October, 1968.

# 8489  
Filed for Record Feb. 5, 1969  
Luth. P. Daniel  
Clerk & Recorder  
Recorded in Retention  
Book 60, Page 405  
Feb. 27, 1969 FT  
Anna Jaille  
my Clerk & Recorder

Ben G. Martin

Notary Public, in and for East Baton  
Rouge Parish, Louisiana

STATE OF LOUISIANA X  
PARISH OF WEST FELICIANA X

THIS AGREEMENT made this 1st day of July, 1969, by and between

-----CROWN ZELLERBACH CORPORATION-----

a Nevada corporation, whose permanent mailing address is One Bush Street, San Francisco, California, herein appearing through and represented by W. E. Parkinson, its Vice President, hereunto duly authorized by Article V, of the Bylaws of the said corporation, a certified copy of which is annexed hereto and made a part hereof, sometimes hereinafter called "Grantor", and

-----GULF STATES UTILITIES COMPANY-----

a Texas corporation, whose permanent mailing address is 446 North Boulevard, Baton Rouge, Louisiana, sometimes hereinafter called "Grantee",

W I T N E S S E T H:

THAT for and in consideration of the sum of One Hundred Dollars (\$100.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Grantor and full acquittance and discharge granted therefor, Grantor does by these presents grant, transfer, assign, set over and deliver unto Grantee a servitude of right of way to enter upon and to construct, maintain, extend, inspect, operate, replace, remove, repair and patrol a line or lines of poles and/or towers which may be constructed simultaneously or in the future, with lines of wires, cross-arms, guy wires, conduits, stubs and other facilities, appliances and appurtenances used and/or adopted for use for the transmission of electric energy or power for any and all purposes, together with all foundations, anchors and braces necessary to support the same, and also the right to build, maintain and repair and/or remove a substation or substations thereon, upon, over and across the following described

# 8933

tracts of land situated in Sections 47 and 48, T-4-S, R-2-W, in the Parish of West Feliciana, State of Louisiana, to-wit:

TRANSMISSION LINE: 50 feet on each side of the following described centerline:

CENTERLINE entering this tract at a point in a north line, same being the south line of a Robert H. Daniel tract, 156.5 feet west from its southeast corner;

THENCE S 44° 25' 29" W, 2818.5 feet to an angle point at existing Structure No. 368/101 located in a servitude strip described in a servitude dated November 19, 1957, between the parties hereto.

SUBSTATION SITE: Described by metes and bounds as follows:

BEGINNING at a point in the south line of Grantor's property, same being the north line of a St. Francisville Paper Company tract; said point being 1175.38 feet S 82° 00' E from the northwest corner of said St. Francisville Paper Company tract;

THENCE S 82° 00' E, along said south line, 101 feet to a point for corner;

THENCE N 08° 00' E, 33.5 feet to a point for corner;

THENCE N 82° 00' W, 101 feet to a point for corner;

THENCE S 08° 00' W, 33.5 feet to the PLACE OF BEGINNING.

There are 6.55 acres, more or less, contained in the above described transmission line and substation site.

The said servitude as above described is granted by Grantor and accepted by Grantee under and subject to the following provisions and stipulations, to-wit:

1. The Grantee shall have the right of ingress and egress to and from said right of way over the adjoining lands of Grantor, but where practicable, Grantee shall use established roadways on said lands. Grantee agrees, however, that it and its officers, agents, employees and licensees will abide by all reasonable rules and regulations of Grantor now in effect or that may be hereafter adopted that regulate and govern entrance on the said lands of Grantor.



2. The Grantee shall have the right at all times to trim and remove such trees, underbrush and other obstructions upon and adjacent to the lands included in said right of way as will interfere with or endanger said line or lines or other equipment or facilities or the maintenance or operation thereof when erected. Grantee shall pay to Grantor the value of such trees as timber when removed.

3. Any substation site may be fenced by the Grantee but the remaining portion of said right of way shall not be fenced by Grantee without the written consent of Grantor previously obtained.

4. Grantor reserves the right to fully use and enjoy the lands included in said right of way for all purposes other than those herein granted, except that Grantor shall not construct or maintain, nor permit the construction or maintenance on said right of way of any structure or obstruction that would interfere with the use and enjoyment of the servitude herein granted. Without limiting the generality of the above, Grantor particularly reserves the right to cross said right of way with as many roadways, pipelines, water lines, sewer lines, telephone lines and other utilities as Grantor may deem necessary or desirable, and to grant such rights to others, provided same do not seriously interfere with the use and enjoyment of the servitude of Grantee.

5. In the event Grantor should at any time in the future desire to construct any permanent building or other structure or improvements on or in the immediate vicinity of the lands covered and affected by the servitude herein granted Grantee agrees that it will, upon receipt of written notice from Grantor, promptly remove all or any portion or portions of its lines, equipment and facilities that will or may interfere with said building or construction, and will relocate said lines, equipment and facilities on other lands of Grantor at a suitable location agreeable to both parties. In such

case, the Grantor shall reimburse the Grantee for the actual cost of relocating such lines, equipment and facilities.

6. Grantee assumes responsibility for the safe condition of said right of way insofar as any of its operations or installations are concerned and will hold the Grantor harmless and indemnify it from any damages to person or property caused by Grantee's failure to construct, maintain and operate said lines, equipment and facilities in a safe condition.

7. Unless otherwise herein provided, Grantee agrees to pay all damages to the lands, timber and improvements of Grantor which may be suffered by reason of the construction, operation and maintenance of said lines, equipment and facilities of Grantee.

8. Grantee accepts this servitude subject to all leases, servitudes and mineral rights or other rights heretofore granted or reserved affecting said land that appear of record in the office of the Clerk and Recorder of West Feliciana Parish, Louisiana, and without any warranty or recourse against Grantor, except for the return of the purchase price in the event of failure of title to the lands in said right of way.

9. The servitude herein granted shall not be personal to the parties hereto, but shall run with the land and be binding upon the successors and assigns of the respective parties hereto.

10. The servitude and all rights granted hereunder shall cease, determine and ipso facto terminate without any demand or putting in default upon Grantee's failure to use said servitude for a period of twelve (12) month consecutively. Upon the expiration or termination of said servitude, Grantee agrees that it will, within three (3) months thereafter, remove all of its lines, equipment and facilities from said right of way and remove all debris and restore said lands as nearly as practicable to their former condition.

IN TESTIMONY WHEREOF, the parties hereto have signed these presents in triplicate originals as of the day, month and year first above written, in the presence of the undersigned competent attesting witnesses.

WITNESSES AS TO EXECUTION BY CROWN ZELLERBACH CORPORATION:

Marilyn B. Duns  
Serial Dean Bair

CROWN ZELLERBACH CORPORATION

By W. E. Parkinson  
VICE PRESIDENT

WITNESSES AS TO EXECUTION BY GULF STATES UTILITIES COMPANY:  
GULF STATES UTILITIES COMPANY:

Clarence M. Bailey  
Alfred J. DeLeonard

GULF STATES UTILITIES COMPANY

By Norman R. Lee  
VICE PRESIDENT

Approved to file  
NRM  
7-15-69  
g.m.s.

\* \* \* \* \*

STATE OF CALIFORNIA X  
City and X  
COUNTY OF SAN FRANCISCO X

BEFORE ME, the undersigned authority in and for said State and County, on this day personally appeared W. E. PARKINSON VICE PRESIDENT of CROWN ZELLERBACH CORPORATION, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1<sup>st</sup> day of July, A. D., 1969.



Geraldine D. Cohen  
Notary Public in and for SAN FRANCISCO  
City and County, CALIFORNIA

STATE OF LOUISIANA X  
X  
PARISH OF EAST BATON ROUGE X

BEFORE ME, the undersigned authority in and for said State and County, on this day personally appeared NORMAN R. LEE, Vice President of GULF STATES UTILITIES COMPANY, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of July, A. D., 1969.

William A. Gossett  
Notary Public in and for East Baton Rouge Parish, Louisiana.

C E R T I F I C A T E

I, Thomas M. Meyersieck, Assistant Secretary of Crown Zellerbach Corporation, a Nevada corporation, do hereby certify that:

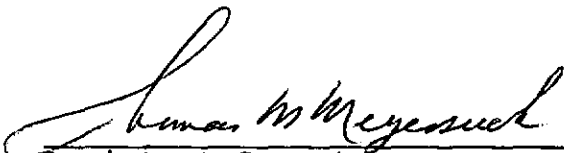
- 1. Section 7 of Article V of the Bylaws of said Corporation, as amended and presently in full force and effect, provides as follows:

"ARTICLE V

Section 7. Other Vice Presidents. The other Vice Presidents shall have such powers and perform such duties as may be prescribed by the Board of Directors, the Executive Committee, the Chairman of the Board, the President, or the Senior Vice Presidents. They may sign and execute bonds, certificates of stock, mortgages, and other contracts, obligations and instruments of every kind and character of the corporation."

- 2. W. E. Parkinson is a duly elected and acting Vice President of said Corporation.

WITNESS my hand and the seal of the Corporation, this 1st day of July, 1969.

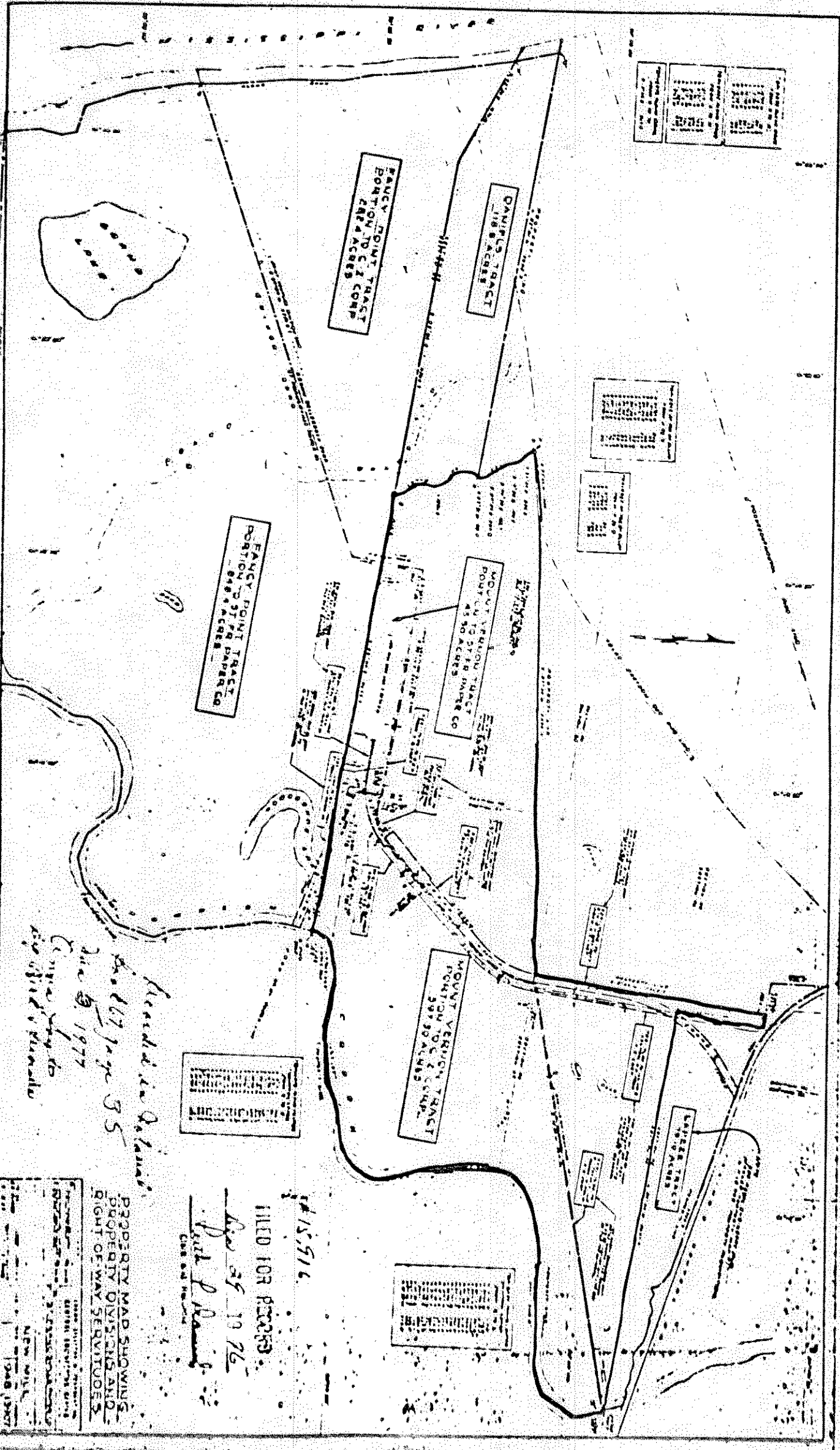
  
Assistant Secretary

CROWN ZELLERBACH CORPORATION

FT  
Filed for Record

July 18, 1969 at 10:50 a.m.  
Anna Sauls, my Clerk & Recorder

Recorded in Company Book 60, page 719  
July 31, 1969  
Anna Sauls



*Handwritten notes:*  
 See 67 page 35  
 June 9 1977  
 City of ...  
 ...

PROPERTY MAP SHOWING  
 PROPERTY DIVISIONS AND  
 RIGHT-OF-WAY SERVICES  
 ...  
 ...  
 ...

#15916  
 FILED FOR RECORD  
 Apr 25 1976  
*John P. ...*  
 ...

12/27/1976 #15916 67/35

#17672

STATE OF LOUISIANA X  
PARISH OF WEST FELICIANA X

THIS AGREEMENT made this 12 day of MARCH, 1978,  
by and between

-----CROWN ZELLERBACH CORPORATION-----  
a Nevada corporation, whose permanent mailing address is One Bush Street,  
San Francisco, California, herein appearing through and represented by  
R. M. BOYLE, its EXECUTIVE VICE PRESIDENT, hereunto duly

authorized by Article V, Section 4 of the Bylaws of the said corporation,  
a certified copy of which is annexed hereto and made a part hereof and

-----ST. FRANCISVILLE PAPER COMPANY-----  
A Delaware corporation, whose permanent mailing address is St. Francis-  
ville, Louisiana, herein appearing through and represented by \_\_\_\_\_  
R. R. MORRIS, its VICE PRESIDENT, hereunto duly authorized

by Article IV, Section 8 of the Bylaws of said corporation, a certified  
copy of which is annexed hereto and made a part hereof, sometimes herein-  
after called "Grantor", and

-----GULF STATES UTILITIES COMPANY-----  
a Texas corporation, whose permanent mailing address is P. O. Box 2951,  
Beaumont, Texas 77704, sometimes hereinafter called "Grantee",

WITNESSETH:

THAT for and in consideration of the sum of One Hundred Dollars  
(\$100) cash in hand paid and other good and valuable considerations, the  
receipt and sufficiency of which are hereby acknowledged by the Grantor  
and full acquittance and discharge granted therefor, Grantor does by  
these presents grant, transfer, assign, set over and deliver unto Grantee  
a servitude to enter upon and to construct, maintain, extend, inspect,  
operate, replace, remove, repair and patrol a substation or substations  
thereon, upon, over and across the following described tracts of land  
situated in Section 48, T-4-S, R-2-W, in the Parish of West Feliciana,  
State of Louisiana, to-wit:

FILED FOR RECORD

April 13 1978  
Stephan A. Luché  
Clerk and Recorder

17672

69-17



Commencing at the northwest corner of the St. Francisville Paper Company property said corner being on the common property line of the Crown Zellerbach Corporation and the St. Francisville Paper Company, thence with said property line S 81° 57' E, 1,025.63 feet to a point of beginning;

THENCE N 8° 03' E, 27.5 feet to a point for corner;

THENCE S 81° 57' E, 66 feet to a point for corner;

THENCE S 8° 03' W, 21.0 feet to a point for corner;

THENCE S 81° 57' E, 26.25 feet to a point for corner;

THENCE N 8° 03' E, 21.0 feet to a point for corner;

THENCE S 81° 57' E, 38.0 feet to a point for corner;

THENCE S 8° 03' W, 21.0 feet to a point for corner;

THENCE S 81° 57' E, 19.5 feet to a point for corner;

THENCE N 8° 03' E, 42.0 feet to a point for corner;

THENCE S 81° 57' E, 118.5 feet to a point for corner;

THENCE S 8° 03' W, 119.5 feet to a point for corner;

THENCE N 81° 57' W, 17.5 feet to a point for corner;

THENCE S 8° 03' W, 4.0 feet to a point for corner;

THENCE N 81° 57' W, 195.25 feet to a point for corner;

THENCE S 8° 03' W, 20.5 feet to a point for corner;

THENCE N 81° 57' W, 55.5 feet to a point for corner;

THENCE N 8° 03' E, 95.5 feet to a point of beginning, and containing .684 acres more or less.

The said servitude as above described is granted by Grantor and accepted by Grantee under and subject to the following provisions and stipulations, to-wit:

1. The Grantee shall have the right of ingress and egress to and from said substation over the adjoining lands of Grantor, but where practicable, Grantee shall use established roadways on said lands. Grantee agrees, however, that it and its officers, agents, employees and licensees will abide by all reasonable rules and regulations of Grantor now in effect or that may be hereafter adopted that regulate and govern entrance on the said lands of Grantor.

2. The Grantee shall have the right at all times to trim and remove such trees, underbrush and other obstructions upon and adjacent to the lands included in said servitude as will interfere with or endanger the equipment or facilities or the maintenance or operation thereof when erected. Grantee shall pay to Grantor the value of such trees as timber when removed.

3. It is agreed and understood, by the parties hereto, that the above described substation area will be fenced in whole or in part by Grantee; and further, Grantee, its successors and assigns, shall during the period of this agreement, have exclusive use and possession of said substation area above described, and there shall be no right of use in, or ingress to, or egress from, said substation area by Grantor, its successors and assigns of legal representatives, so long as said substation is located thereon.

4. In the event Grantor should at any time in the future desire to construct any permanent building or other structure or improvements on or in the immediate vicinity of the lands covered and affected by the servitude herein granted Grantee agrees that it will, upon receipt of written notice from Grantor, promptly remove all or any portion or portions of its substation, equipment and facilities that will or may interfere with said building or construction, and will relocate said substation, equipment and facilities on other lands of Grantor at a suitable location agreeable to both parties. In such case, the Grantor shall reimburse the Grantee for the actual cost of relocating such substation, equipment and facilities.

5. Grantee assumes responsibility for the safe condition of said substation insofar as any of its operations or installations are concerned and will hold the Grantor harmless and indemnify it from any damages to person or property caused by Grantee's failure to construct, maintain and operate said substation, equipment and facilities in a safe condition.

6. The parties take cognizance of the fact that Grantor owns and operates a buried gas pipe line, located under a portion of the servitude area covered by this agreement. Grantor assumes full responsibility for the safe condition and operations of said gas pipe line and agrees to hold Grantee harmless and indemnify it from any damages to person or property caused by Grantor's failure to construct, maintain and operate said gas pipe line in a safe condition, exceptive, only and damage caused by the acts of Grantee. To the extent Grantor reasonably is required to do maintenance repair or replacement of said gas pipe line within the servitude area, Grantee shall afford access to said substation premises for such purposes, but only under such supervision and with such safety measures enforced as Grantee may reasonably require. To such extent only, Paragraph 3, above, is amended by this Paragraph 6.

7. Unless otherwise herein provided, Grantee agrees to pay all damages to the lands, timber and improvements of Grantor which may be suffered by reason of the construction, operation and maintenance of said substation, equipment and facilities of Grantee.

8. Grantee accepts this servitude subject to all leases, servitudes and mineral rights or other rights heretofore granted or reserved affecting said land that appear of record in the office of the Clerk and Recorder of West Feliciana Parish, Louisiana, and without any warranty or recourse against Grantor, except for the return of the purchase price in the event of failure or title to the lands in said right of way.

9. This servitude cancels and supersedes only in so far as the substation site is affected those servitudes granted by Crown Zellerbach Corporation to Gulf States Utilities Company, recorded December 6, 1957, C. B. 51, page 469 and July 18, 1969, C. B. 60, page 719 and those servitudes from St. Francisville Paper Company to Gulf States Utilities Company, recorded December 6, 1957, C. B. 51, page 472 and July 18, 1969, C. B. 60, page 717, all of the Conveyance Records of West Feliciana Parish, Louisiana.

10. The servitude herein granted shall not be personal to the parties hereto, but shall run with the land and be binding upon the successors and assigns of the respective parties hereto.

11. The servitude and all rights granted hereunder shall cease, determine and ipso facto terminate without any demand or putting in default upon Grantee's failure to use said servitude for a period of twelve (12) months consecutively. Upon the expiration or termination of said servitude, Grantee agrees that it will, within three (3) months thereafter, remove all of its equipment and facilities from said substation and remove all debris and restore said lands as nearly as practicable to their former condition.

IN TESTIMONY WHEREOF, the parties hereto have signed these presents  
in triplicate originals as of the day, month and year first above written,  
in the presence of the undersigned competent attesting witnesses.

WITNESSES AS TO EXECUTION BY  
CROWN ZELLERBACH CORPORATION

*Florence Sawyer*  
*Quail Blane Fisher*

CROWN ZELLERBACH CORPORATION

*Paul*  
By *R. M. Boyle*  
Its Executive Vice President

WITNESSES AS TO EXECUTION BY  
ST. FRANCISVILLE PAPER COMPANY

*Jean Ellis*  
*James Cook*

ST. FRANCISVILLE PAPER COMPANY

*Paul*  
By *R. R. Morris*  
Its Vice President

WITNESSES AS TO EXECUTION BY  
GULF STATES UTILITIES COMPANY

*Clarence M. Bailey*  
*Calvin A. Conway*

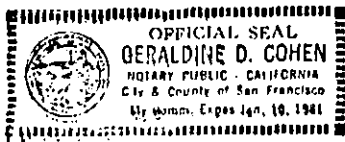
GULF STATES UTILITIES COMPANY

By *G. S. North*  
Its VICE PRESIDENT

STATE OF CALIFORNIA X  
CITY & COUNTY OF SAN FRANCISCO X

BEFORE ME, the undersigned authority in and for said State and County, on this day personally appeared R. M. BOYLE its Executive Vice President of CROWN ZELLERBACH CORPORATION, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of February, A. D., 1978.

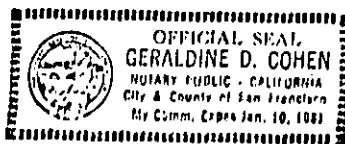


Geraldine D. Cohen  
Notary Public in and for San Francisco County, California.

STATE OF CALIFORNIA X  
CITY & COUNTY OF SAN FRANCISCO X

BEFORE ME, the undersigned authority in and for said State and County, on this day personally appeared R. R. MORRIS its Vice President of ST. FRANCISVILLE PAPER COMPANY, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of February, A. D., 1978.



Geraldine D. Cohen  
Notary Public in and for San Francisco County, California.

STATE OF LOUISIANA X  
EAST BATON ROUGE PARISH X

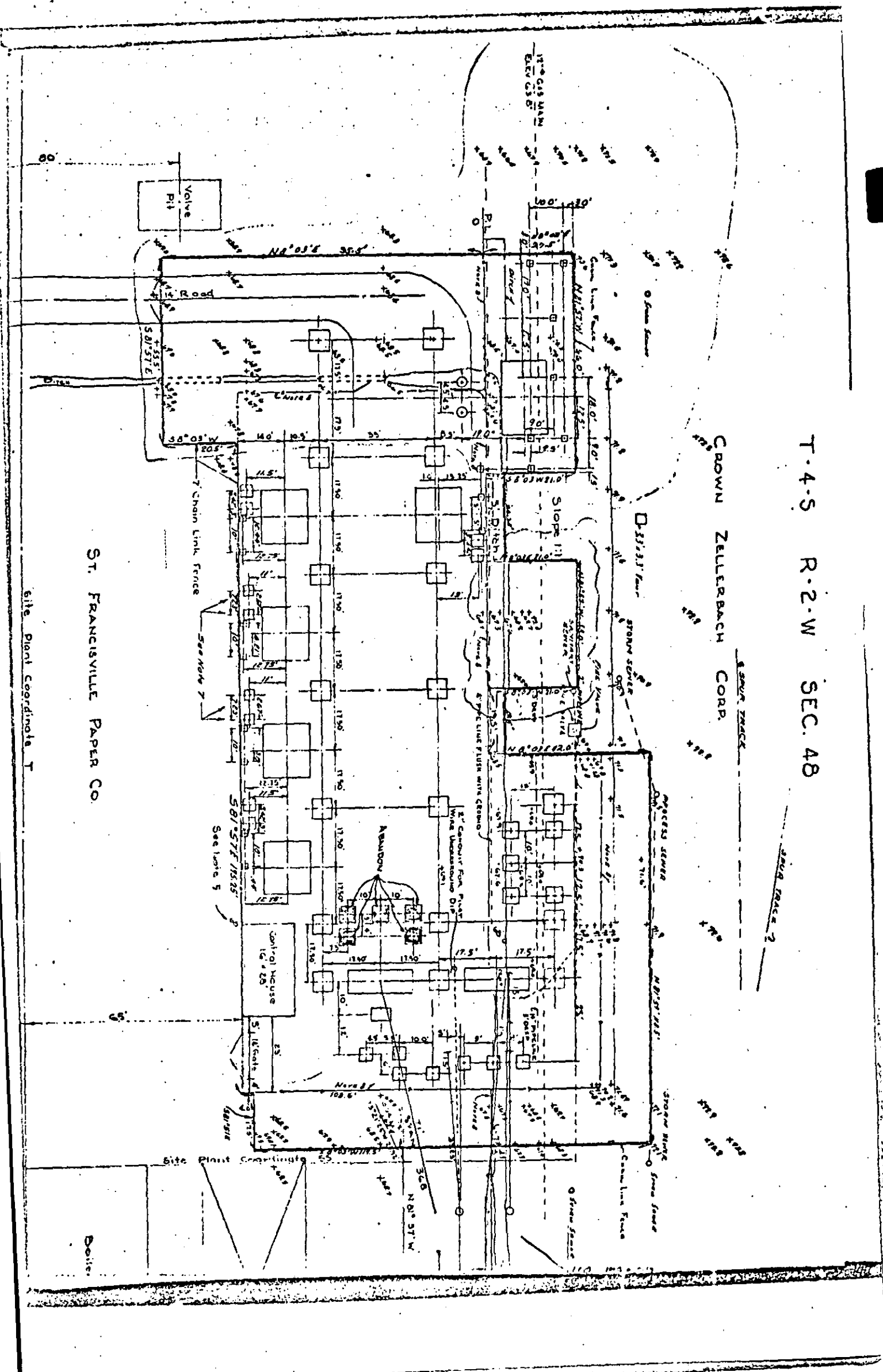
BEFORE ME, the undersigned authority in and for said State and County, on this day personally appeared Jack F. Worthy, its Vice President, of GULF STATES UTILITIES COMPANY, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of March, A. D., 1978.

Cyrus F. Robinson Jr.  
Notary Public in and for East Baton Rouge Parish, Louisiana



24



ST. FRANCISVILLE PAPER CO.

Site Plant Coordinate T

CROWN ZELLERBACH CORP.

T-4-S R-2-W SEC. 48

C E R T I F I C A T E

I, J. K. CADAGAN, Assistant Secretary of  
Crown Zellerbach Corporation, a Nevada corporation, do hereby certify  
that:


- 1. Section 4 of Article V of the Bylaws of said Corporation, as amended and presently in full force and effect, provides as follows:

"ARTICLE V

Section 4. Executive Vice Presidents. The Executive Vice Presidents shall have such powers and perform such duties as may be prescribed by the Board of Directors, the Executive Committee, the Chairman of the Board, or the President. They may sign and execute bonds, certificates of stock, mortgages, and other contracts, obligations, and instruments of every kind and character of the corporation."

- 2. R. M. BOYLE is a duly elected and acting Executive Vice President of said Corporation.

WITNESS my hand and the seal of the Corporation, this 16th  
day of February, 19 78.

  
\_\_\_\_\_  
Assistant Secretary

CROWN ZELLERBACH CORPORATION

C E R T I F I C A T E

I, H. L. FLEDDERMAN, Secretary of St. Francisville Paper Company, a Delaware corporation, do hereby certify that:

- 1. Section 8 of Article IV of the Bylaws of said Corporation, as amended and presently in full force and effect, provides as follows:

"ARTICLE IV

Section 8. Vice-Presidents. At the request of the President, or in his absence or inability to act, the Vice-President or, if there be more than one, the Vice-President designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions placed upon the President. Each Vice-President shall perform such duties as from time to time may be assigned to him by the President or the Board. Any Vice-President may sign, with any other proper officer of the Corporation thereunto authorized, certificates for stock of the Corporation, and when authorized by the Board may enter into any contract or execute and deliver any instrument, in the name and on behalf of the Corporation, except in cases in which the authority to enter into such contract or execute and deliver such instrument, as the case may be, shall be otherwise expressly delegated."

- 2. R. R. MORRIS is a duly elected and acting Vice-President of said Corporation.

WITNESS my hand and the seal of the Corporation, this 16th day of February, 1978.

#17672  
Recorded in Notarial  
Book 69, page 17  
April 28, 1978  
Anna Sule  
by Clerk & Recorder

H. L. Fledderman  
Secretary

ST. FRANCISVILLE PAPER COMPANY

ELECTRIC LINE  
RIGHT OF WAY AGREEMENT

STATE OF LOUISIANA  
PARISH OF WEST FELICIANA

KNOW ALL MEN BY THESE PRESENTS, that,

CROWN ZELLERBACH CORPORATION, a Nevada corporation, authorized to do and doing business in the State of Louisiana, with its principal Louisiana domicile in the City of Bogalusa, Parish of Washington, represented herein by J. D. Prater, its duly authorized Vice President, (hereinafter referred to as GRANTOR),

for and in consideration of the sum of ONE HUNDRED and no/100 DOLLARS (\$100.00), and other good and valuable considerations, the receipt thereof and sufficiency of which is hereby acknowledged, does by these presents and subject to the terms and conditions hereinafter set forth, grant, convey and deliver unto:

GULF STATES UTILITIES COMPANY, a Louisiana corporation, authorized to do and doing business in the State of Louisiana, with its principal Louisiana domicile in the City of Baton Rouge, represented herein by *Robert*, its *Vice-President* (hereinafter referred to as GRANTEE),

a right of way and easement to construct, operate, maintain, patrol, inspect, repair, replace and/or remove one or more electric lines including wooden and/or metal poles or towers with crossarms, guy lines, anchors, stubs, wires, lines of conductors and other appurtenances, including GRANTEE'S communications lines, upon over and across the following described lands situated in the Parish of West Feliciana, State of Louisiana, to-wit:

Two (2) strips of land lying on each side of and adjacent to Grantee's existing 150 foot wide right of way acquired by instrument recorded on 121768, in COB 60, Entry 8398 of the official records of West Feliciana Parish, Louisiana, upon, over and across a certain piece, parcel or tract of land situated in the Parish of West Feliciana, State of Louisiana, lying in and comprising all of or portions of Sections 43, 46, 47, & 48, Township 4 South, Range 2 West and all rights, accretions, batture, and batture rights thereunto belonging or in anywise appertaining, the said tract being all that part of Mount Vernon Plantation that is bounded as follows:  
on the upper or northerly side by lands of Mrs. Martha E. Riddle Lapeze et al and the remaining portion of Mount Vernon Plantation the lands of vendors, on the easterly side by the centerline of Thompson's Creek, on the southerly side by Fancy Point Plantation lands of Mrs. Katleen Byrne Mathews et al, and on the westerly side by lands of Mrs. Margaret Ford Daniel et al and lands of heirs of Mrs. A. G. Lorio et al., said strips of land being more fully described as follows:

PARCEL "A" A strip of land 67.5 Ft. in width lying adjacent to the Easterly boundary of an existing Gulf States Utilities Company Right-of-way, said strip being 2,925 Ft., more or less, in length extending from the Centerline of Thompson's Creek Northerly to Grantor's North property line.

19779

PARCEL "B" A strip of land 87.5 Ft. in width lying adjacent to the Westerly boundary of an existing Gulf States Utilities Company Right-of-way, said strip being 3,005 Ft., more or less, in length extending from the Centerline of Thompson's Creek Northerly to Grantor's North property line..

All as shown on plat attached hereto and made a part hereof.

It is understood and agreed that Grantor reserves the right to require that GRANTEE relocate and/or rearrange its electrical facilities, the cost of which is to be shared equally between GRANTOR and GRANTEE, in the event that GRANTOR, its successors or assigns, ever has a valid need for the property included within said right of way for expansion and/or rearrangement of its industrial facilities. GRANTOR agrees to cooperate with GRANTEE in providing and/or locating and obtaining a suitable alternate route for said electrical facilities on a right of way furnished by GRANTOR at GRANTOR's sole expense. The above obligation by GRANTEE to relocate and/or rearrange its electrical facilities whenever requested to do so by GRANTOR, is a part of the consideration for which this right of way is granted.

GRANTEE shall have the right, and assumes the responsibility to open, clear and maintain said right of way and to keep same clear of underbrush, trees and other growths and obstructions and hazards of every kind and description.

GRANTEE shall also have the free right of ingress and egress to and from and upon said right of way upon, over and/or across adjoining lands and roads of GRANTOR for the purpose of constructing, operating and maintaining said electric line. GRANTEE agrees that, wherever possible, existing roads shall be used in exercising the rights of ingress and egress and GRANTEE also agrees to promptly repair and/or reimburse GRANTOR for any damage to said roads or to GRANTOR'S adjoining lands caused by its operations.

GRANTOR reserves unto itself all merchantable timber and/or pulpwood located within said right of way with the right to remove same before construction of said electric line begins. In the event that GRANTOR is unable to or fails to remove said timber within a reasonable time after notification from GRANTEE that it is ready to begin clearing operations, GRANTEE may proceed to clear said right of way, provided that said timber located thereon is, at GRANTEE'S cost and expense, cut into merchantable lengths and placed on adjoining lands of GRANTOR for salvage by GRANTOR at a later date, if it so desires.

GRANTEE shall have the right, and assumes the responsibility to remove any trees adjacent to said right of way that are diseased, decayed, weak, leaning or in danger of falling from other similar causes, which, if in falling could strike said electric line and constitute a hazard thereto, provided that GRANTEE shall pay to GRANTOR the value of such trees as timber when removed.

GRANTEE shall be solely responsible for the construction, operation and maintenance of said electric line to be erected upon said right of way and shall construct operate and maintain said electric line to meet or exceed the minimum requirements of the National Electrical Safety Code, as well as of the requirements of any Federal, State and/or local laws, ordinances and regulations of any regulatory body having jurisdiction in the premises.

It is understood and agreed that GRANTOR shall have full use of the land included in the right of way herein conveyed at any and all times in its operations, including, but not limited to, the rights to build roads, tracks, pipelines or uses of a like nature, along or across said right of way, as well as grant said rights to others, provided that said uses and the rights so granted to others shall be subordinate to the rights herein granted to GRANTEE; and provided that said uses shall be subject to the safety requirements of GRANTEE and provided that said uses shall not unreasonably interfere with the enjoyment by GRANTEE of the right of way and easement herein conveyed to it, and provided always that, except for the buildings or structures of GRANTEE, no building or structure of any nature or kind whatsoever, nor any part of same, shall be constructed, installed, placed or permitted upon or over said right of way, or any part thereof, without the written permission of GRANTEE.

GRANTEE agrees that no slash and other debris accumulated as a result of right of way clearing or maintenance shall be placed upon adjacent land of GRANTOR.

GRANTEE obligates itself to use every reasonable means and precaution to prevent forest fires from originating upon and along said right of way during the construction, operation and/or maintenance of said electric line and any forest fires so originating shall immediately be reported by GRANTEE to the forest fire fighting crews of the State and of GRANTOR.

As a material part of the consideration for GRANTOR'S execution of this right of way agreement, GRANTEE agrees to indemnify and save and hold harmless GRANTOR, its officers, agents and employees from any and all liens, claims, costs, liability and/or damages for or on account of any injury to or death of persons or damage to property (including but not in any way limited to GRANTOR'S property and costs and attorney fees incurred in defense), in whole or in part caused by acts of commission, omission or negligence on the part of GRANTEE, its suppliers or contractors or their agents or employees, arising or growing out of the condition of said right of way or the exercise of the rights under, or the performance, malperformance or nonperformance of, any part of this right of way agreement.

This right of way grant is made and accepted subject to any and all valid existing rights of way, easements, servitudes, surface leases, mineral leases, etc., if any, in favor of other parties, which are of record or which are apparent from a careful inspection of the land.

GRANTOR shall pay all taxes assessed against the lands included in the right of way herein conveyed and GRANTEE shall pay all taxes assessed against GRANTEE'S property situated on said right of way.

The right of way and easement herein conveyed shall revert to GRANTOR, its successors and assigns, in the event of nonusage or abandonment of said electric line constructed thereon for a continuous period of twelve (12) months (but excluding any period of non-use due to force majeure, e.g., Acts of God, wars, strikes and other reasons beyond GRANTEE'S control). In the event of such termination, GRANTEE shall furnish GRANTOR a recordable release of said right of way and easement within thirty (30) days after written request therefor.

This agreement shall inure to the benefit of, and be binding on, the respective successors or assigns of the parties hereto, as well as the parties themselves, and the rights, privileges, and obligations herein contained shall not be subject to conveyance and/or assignment (except to a successor company, who acquires all of the assets and liabilities of GRANTEE) without the written consent of GRANTOR, which consent will not be unreasonably withheld.

This act contains the entire agreement between the parties hereto and no changes or amendment shall be made or recognized unless evidenced in a writing signed by the parties.

TO HAVE AND TO HOLD said right of way, easement and privileges unto the GRANTEE, its successors and assigns, forever, subject to the terms and conditions hereinabove set forth, without warranty of title, either expressly or impliedly, warranty being expressly excluded.

THUS EXECUTED at Bogalusa, Louisiana, in behalf of Crown Zellerbach Corporation, on this 24<sup>th</sup> day of July, 1979, in the presence of the undersigned competent witnesses.

WITNESSES:

Joseph R. Lewis  
Beverly S. Mays

CROWN ZELLERBACH CORPORATION

By: J. D. Prater  
J. D. Prater, Vice President

THUS EXECUTED at Baton Rouge, Louisiana, in behalf of Gulf States Utilities Company, on this 30<sup>th</sup> day of July, 1979, in the presence of the undersigned competent witnesses.

WITNESSES:

James C. Miller  
Marie L. Fair

GULF STATES UTILITIES COMPANY - GRANTEE

By: Calvin J. Kelch  
Name  
Title



STATE OF LOUISIANA  
PARISH OF WASHINGTON

On this 24<sup>th</sup> day of July, 1979, before me, the undersigned Notary Public, in and for the above Parish and State, personally came and appeared J. D. Prater, who being first duly sworn, declared that he is the duly authorized Vice President of Crown Zellerbach Corporation and who acknowledged that he signed, executed and delivered the foregoing instrument on behalf of said corporation for the uses and purposes therein mentioned.

WITNESSES:

Josephine L. Lewis

J. D. Prater  
J. D. Prater, Vice President

Beverly S. Major

Raymond J. Philbrick  
Notary Public

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

On this 30<sup>th</sup> day of July, 1979, before me, the undersigned Notary Public, in and for the above Parish and State, personally came and appeared Calvin J. Schat, who being first duly sworn, declared that he is the duly authorized Vice President of Gulf States Utilities Company, and who acknowledged that he signed, executed and delivered the foregoing instrument on behalf of said corporation for the uses and purposes therein mentioned.

WITNESSES:

Joann C. Miller

Calvin J. Schat

Maries L. Fair

Cyrus S. Tappan Jr.  
Notary Public

Recorded in Notarial  
Book 73, page 242  
Aug. 31, 1979  
Anna Soule  
Clerk & Recorder

FILED FOR RECORD

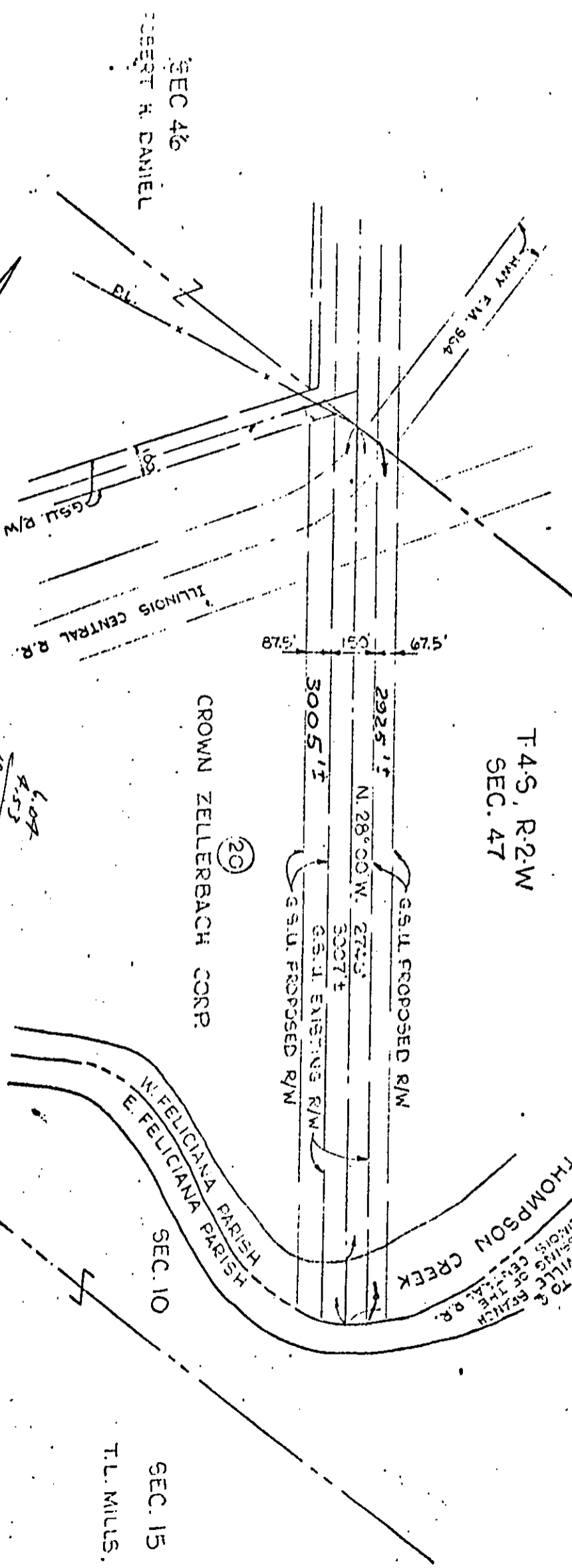
Aug. 1 1979  
Lillian O. Fisher  
Clerk and Recorder



19779

10.35 G.S.U. EXISTING R/W ACRES  
 10.7 G.S.U. PROPOSED R/W ACRES  
 21.05 TOTAL G.S.U. R/W ACRES

SCALE 1"=400'



T.4S, R.2W  
SEC. 47


6.04  
 4.53  
 10.57

SKETCH  
 SHOWING G.S.U. CO.  
 RIGHT-OF-WAY  
 ACROSS  
 CROWN ZELLERBACH CORP. TRACT  
 SEC. 47, T.4S. R.2W  
 WEST FELICIANA PARISH  
 1079-F

19779

UNITED STATES OF AMERICA

State of Louisiana



James H. "Jim" Brown  
SECRETARY OF STATE

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

an Agreement of Merger whereby ST. FRANCISVILLE PAPER COMPANY, domiciled at Wilmington, Delaware, is merged into

CROWN ZELLERBACH CORPORATION,

A Nevada corporation domiciled at Reno,

Certified as a true and correct copy on December 30, 1980, by the Secretary of State of Delaware,

Was filed and recorded in this Office on December 31, 1980, in the Record of Charters Book 332.

By virtue of this Agreement, I further certify that ST. FRANCISVILLE PAPER COMPANY, domiciled at Wilmington, Delaware, is no longer qualified to transact business in this State.

*In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,*  
December 31, 1980.

/s/ James H. "Jim" Brown

*Secretary of State*

CERTIFIED A TRUE COPY  
JAMES H. "Jim" BROWN  
SECRETARY OF STATE

DATE December 31, 1980

*Jim Brown*

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

ST. FRANCISVILLE PAPER COMPANY

INTO

CROWN ZELLERBACH CORPORATION

\* \* \* \* \*

Crown Zellerbach Corporation, a corporation organized and existing under the laws of Nevada,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 28th day of August, 1924, pursuant to the Corporation Law of the State of Nevada, the provisions of which permit the merger of a subsidiary corporation of another state into a parent corporation organized and existing under the laws of said state.

SECOND: That this corporation owns all of the outstanding shares of the stock of St. Francisville Paper Company, a corporation incorporated on the 7th day of January, 1957, pursuant to the Corporation Law of the State of Delaware.

THIRD: That this corporation, by the following resolutions of the Executive Committee of the Board of Directors duly adopted in accordance with the By-Laws of this corporation at a meeting held on December 19, 1980 determined to and did merge St. Francisville Paper Company into Crown Zellerbach Corporation:

WHEREAS, this corporation owns all the outstanding stock of St. Francisville Paper Company, a Delaware corporation; and

WHEREAS, it is deemed advisable that St. Francisville Paper Company be merged with and into this corporation.

RESOLVED, that Crown Zellerbach Corporation merge, and it hereby does merge, St. Francisville Paper Company into Crown Zellerbach Corporation and assumes all of the liabilities and obligations of St. Francisville Paper Company; and

FURTHER RESOLVED, that the proper officers of this corporation be and they hereby are directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said St. Francisville Paper Company into itself and assume its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of Delaware and Nevada and to do all acts and things whatsoever, whether within or without the States of Delaware or Nevada, which may be in anywise necessary or proper to effect said merger.

FOURTH: That this corporation survives the merger and may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of St. Francisville Paper Company as well as for enforcement of any obligation of the surviving corporation arising from the merger and it does hereby irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is: Corporate Secretary, Crown Zellerbach Corporation, One Bush Street, San Francisco, California, 94104, until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose. Service of such process may be made by personally delivering to and leaving with the Secretary of State of Delaware duplicate copies of such process, one of which copies the Secretary of State of Delaware shall forthwith send by registered mail to Crown Zellerbach Corporation at the above address.

IN WITNESS WHEREOF, said Crown Zellerbach Corporation has caused this certificate to be signed by H. L. Fledderman, a Senior Vice President, and attested by William S. Foss, an Assistant Secretary, this 23<sup>rd</sup> day of December, 1980.

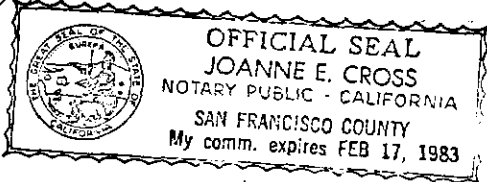
Crown Zellerbach Corporation

By: H. L. Fledderman  
Senior Vice President

ATTEST:  
By: William S. Foss  
Assistant Secretary

STATE OF CALIFORNIA        )  
                                  )  
COUNTY OF SAN FRANCISCO    )    ss.

On *December 23, 1980*, personally appeared before me, a  
Notary Public, H. L. Fledderman, who acknowledged that he  
executed the above instrument.

*Joanne E. Cross*  




# State of DELAWARE

Office of SECRETARY OF STATE

*I, Glenn C. Kenton Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of Certificate of Ownership of the "CROWN ZELLERBACH CORPORATION", a corporation organized and existing under the laws of the State of Nevada, merging "ST. FRANCISVILLE PAPER COMPANY", a corporation organized and existing under the laws of the State of Delaware, pursuant to Section 253 of the General Corporation Law of the State of Delaware, as received and filed in this office the thirtieth day of December, A.D. 1980, at 8:30 o'clock A.M.*

And I do hereby further certify that the aforesaid Corporation shall be governed by the laws of the State of Nevada.

In Testimony Whereof, *I have hereunto set my hand and official seal at Dover this* thirtieth *day of* December *in the year of our Lord one thousand nine hundred and* eighty.

*Conv. 78  
1-6-81 227*

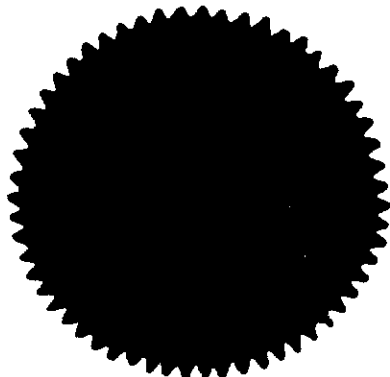
*J. Kenton*

*Glenn C. Kenton*

Glenn C. Kenton, Secretary of State

*Dec 31 1980 at 1:57pm*

*Leticia A. Smith*





GRANT FOR PIPELINE RIGHT OF WAY AND  
FACILITY SITE

STATE OF LOUISIANA

PARISH OF WEST FELICIANA

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ten and 00/100 Dollars (\$10.00), to the undersigned (herein called Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto CREOLE GAS PIPELINE, a Louisiana Corporation (herein called Grantee), its successors and assigns, a right of way, servitude and easement (herein called right of way) to construct, lay, maintain, operate, alter, repair, replace, change the size of, remove and abandon, one or more pipelines together with a facility site and appurtenances thereto, including but not limited to, meter tubes, meter houses, fittings, tie-overs, regulators and valves, for the transportation, dehydration and measurement of oil, gas, petroleum products, or any other liquids, gases or substances which can be transported through pipelines, to construct, maintain, operate, alter, repair, replace, remove and abandon, in connection with the conduct of its business, communication and power lines, electrical protection units and appurtenances thereto, and to gravel, use and maintain a road to the facility site, the approximate location of said right of way, meter station, and road being shown on the attached plat, under, upon, over and through land which the undersigned owns or in which the undersigned has an interest, situated in West Feliciana Parish, Louisiana.

The right of way, servitude and easement for the pipeline granted herein shall be thirty (30) feet in width extending fifteen (15) feet on both sides of a line parallel to the center of the pipeline constructed hereunder.

The right of way, servitude and easement for the facility site granted herein shall be thirty-two (32) feet in width and eighty (80) feet in length, the approximate location of which is shown on the attached plat. Said facility and appurtenances thereto may be located above ground and may be bounded by a fence constructed by Grantee for the protection of such facility.

The right of way, servitude and easement for the access road shall be twenty (20) feet in width and three hundred twenty (320) feet in length.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights, right of way, servitude and easement herein granted, or any of them, shall be used by, or be useful to, Grantee for the purposes for which this grant is made, with ingress to and egress from the premises for the purposes for which this grant is made. The rights herein granted may be assigned in whole or in part.

Grantor may fully use and enjoy the said premises provided, however, that the use by Grantor shall not interfere with the rights herein granted to Grantee and Grantor shall not construct or maintain, or permit to be constructed or maintained, any house, structure or obstruction, on or over said right of way, or that will in any way interfere with the exercises of the rights herein granted; and shall not change the grade over or plant trees on said right of way. There is also granted to Grantee the right at its sole option at any time to clear and keep clear the right of way of all timber, trees, undergrowth and other obstructions which might interfere with Grantee's use of said land in the exercise of the rights herein granted or endanger same.

#33677

Grantee shall save Grantor harmless from and indemnify Grantor against loss or damage of any kind, including costs and attorney's fees incident to or resulting in any way from any injury to persons (including death) or damage to property, growing out of the erection, operation, maintenance or removal of said facilities; except, however the Grantee shall have no liability or responsibility for any personal injuries (including death) or property damage, arising out of or resulting from the sole negligence of Grantor, its officers, agents, employees or representatives.

Grantee shall bury all pipe, wire and electrical protection anodes to a depth of no less than thirty inches (30") below the surface of the ground provided that the measurement station, regulator station and appurtenances thereto may be located above ground.

WITNESS the execution hereto on this the 31st day of October, 1985.

WITNESSES:

CROWN ZELLERBACH CORPORATION - GRANTOR

M. McCullough

By: E. S. Leopold  
Sr. Vice President

Berry R. Frazier

STATE OF CALIFORNIA  
CITY & COUNTY OF SAN FRANCISCO

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said City, County and State, personally came and appeared E. S. Leopold, to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses, that he is the Vice President of Crown Zellerbach Corporation, that as such duly authorized officer, he signed and executed the foregoing instrument as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

WITNESS my official signature and seal of office at City and County of San Francisco, California, on this the 31st day of October, 1985.

WITNESSES:

CROWN ZELLERBACH CORPORATION

M. McCullough

By: E. S. Leopold  
E. S. Leopold

Berry R. Frazier

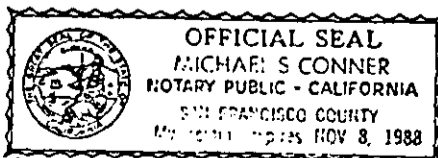
FILED FOR RECORD

Michael S. Conner

Notary Public

My commission expires: 11/8/88

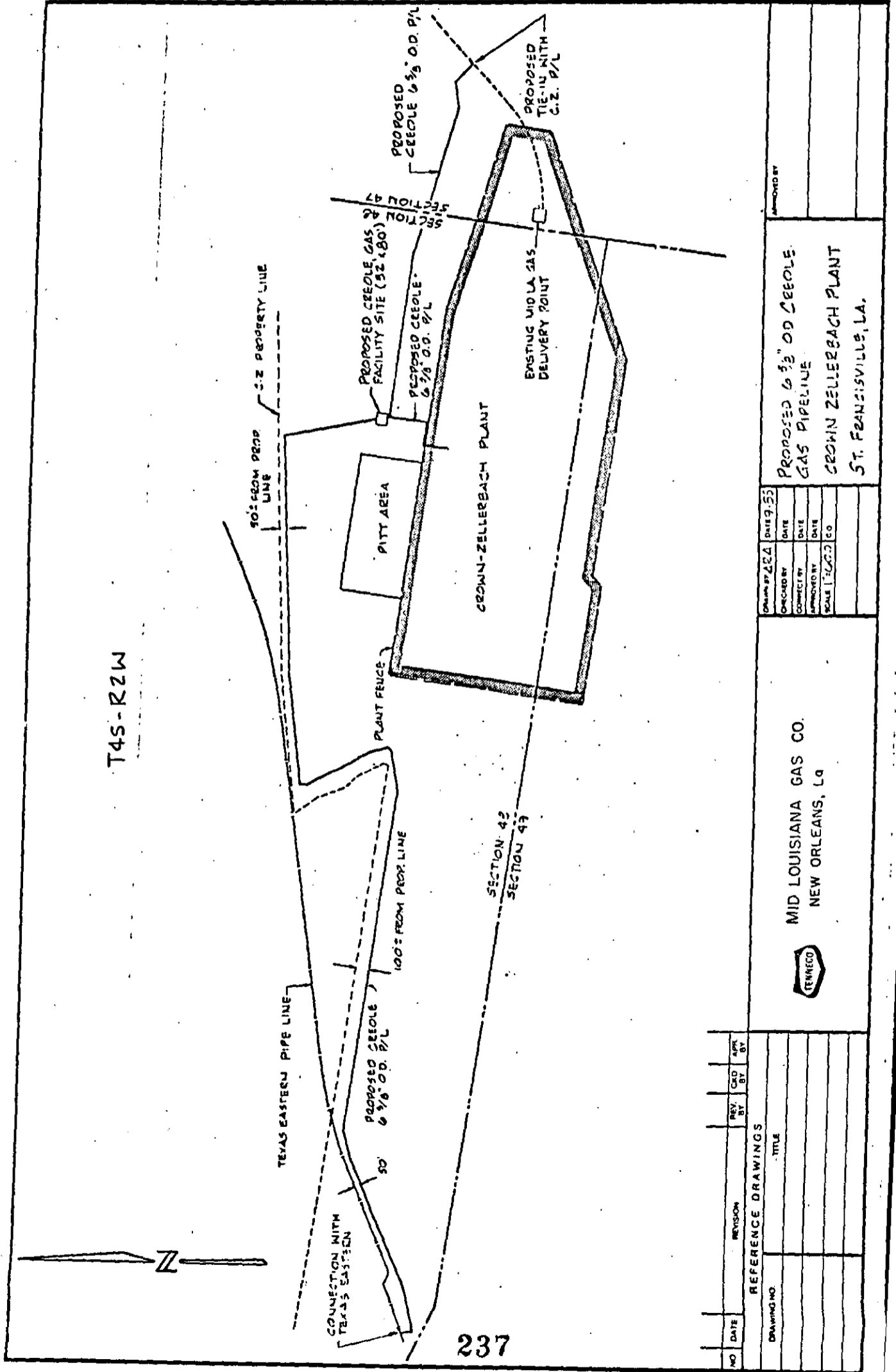
Johnnie Kelly  
Clerk and Recorder



RECORDED IN Com BOOK 95  
DATE 12-17-1985 PAGE 235

Johnnie Kelly  
DEPUTY CLERK AND RECORDER


236



T4S-R2W

237

| NO                 | DATE | REVISION | REV. | BY | CD | APR | BT |
|--------------------|------|----------|------|----|----|-----|----|
| REFERENCE DRAWINGS |      |          |      |    |    |     |    |
| DRAWING NO.        |      |          |      |    |    |     |    |
| TITLE              |      |          |      |    |    |     |    |


  
**MID LOUISIANA GAS CO.**  
 NEW ORLEANS, LA

| DATE    | DATE | DATE | DATE |
|---------|------|------|------|
| 9-24-53 |      |      |      |

**PROPOSED 6 7/8" O.D. CEEOLE GAS PIPELINE**  
**CROWN ZELLERBACH PLANT**  
**ST. FRANCISVILLE, LA.**

APPROVED BY

UNITED STATES OF AMERICA



State of Louisiana

James H. "Jim" Brown  
 SECRETARY OF STATE

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

JAMES RIVER CORPORATION OF NEVADA

(formerly: CROWN ZELLERBACH CORPORATION)

A Nevada corporation domiciled at Reno,

Filed charter and qualified to do business in this State on  
 November 29, 1955,

I further certify that the records of this Office indicate  
 the corporation has paid all fees due the Secretary of  
 State, and so far as the Office of the Secretary of State is  
 concerned is in good standing and is authorized to do  
 business in this State.

I further certify that this Certificate is not intended to  
 reflect the financial condition of this corporation since  
 this information is not available from the records of this  
 Office.

# 36703  
 FILED FOR RECORD

*July 20 1987 at 2:40 P.M.*

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

July 2, 1987

*Jim Brown*

CH

Secretary of State

RECORDED IN *my* BOOK *7*  
 DATE *8-4* 1987 PAGE *629*

DEPUTY CLERK AND RECORDER



# 36703 CERTIFICATE 102 S (R 3/80)

July 15, 1987

Clerk of Court  
West Feliciana Parish  
Courthouse  
St. Francisville, LA 70775

Gentlemen:

Enclosed is the original and two copies of a certificate of The Secretary of State of The State of Louisiana certifying that the name of Crown Zellerbach Corporation was changed to James River Corporation of Nevada.

Please record this certificate in the official Parish records and return the two copies, with your stamp of recordation thereon together with your statement for the recording fee, to:

James River Corporation of Nevada  
Attn: Raymond J. Thibodeaux  
P.O. Box 218  
St. Francisville, LA 70775

Very truly yours,  
JAMES RIVER CORPORATION OF NEVADA

By: *Raymond J. Thibodeaux*  
Raymond J. Thibodeaux  
Land & Tax Agent

RJT/prg  
enc.

*chg.  
\$ 5 50  
Wm 16074*

ASSIGNMENT

THIS ASSIGNMENT is made this 24th day of April, 1988 from James River Corporation of Virginia, a Virginia corporation whose address is Tredegar Street, Richmond, Virginia 23217 ("Assignor"), the successor by merger to James River Corporation of Nevada (formerly Crown Zellerbach Corporation), to James River II, Inc., a Virginia corporation, whose address is Tredegar Street, Richmond, Virginia 23217 ("Assignee").

WHEREAS pursuant to Articles/Certificate of Ownership and Merger, effective as of April 23, 1988, James River Corporation of Nevada, a Nevada Corporation, was merged into Assignor.

NOW, THEREFORE, in consideration of a plan of corporate reorganization which qualifies for non-recognition of gain or loss under the Internal Revenue Code of 1986, as amended, Assignor hereby assigns, transfers and delivers, effective as of April 24, 1988, unto its wholly owned subsidiary, James River II, Inc., a Virginia Corporation ("Assignee") all of its rights, benefits, duties and obligations acquired and/or contained in the following agreements dated March 28, 1986, which became effective on May 5, 1986, that were made and entered into by and between it and Cavenham Forest Industries Inc., to-wit:

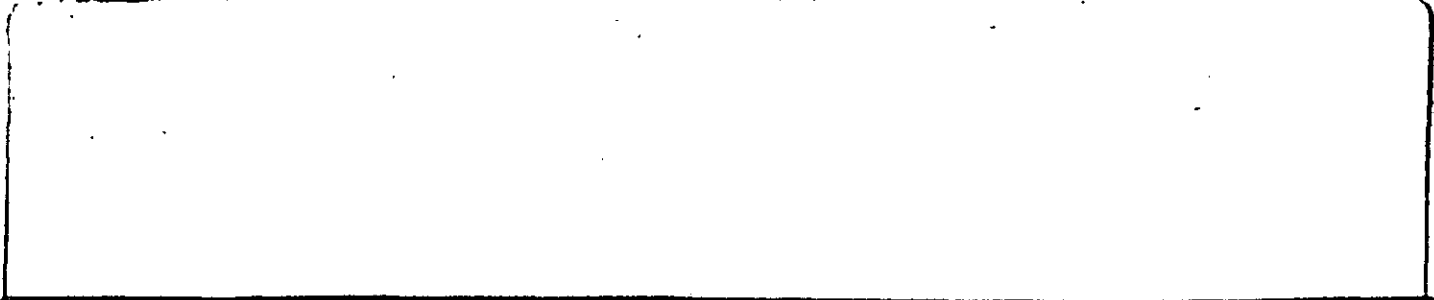
1. St. Francisville Roundwood Supply and Cutting Rights Agreement.
2. St. Francisville Timberland Agreement.

A memorandum of said agreements is recorded in the official records of the Louisiana Parishes and the Mississippi Counties involved, as shown on statements attached hereto and made a part hereof.

Assignor's warranty is hereby limited to its own acts and deeds only, however Assignor hereby conveys, transfers and assigns to Assignee all of its rights and actions of warranty against all former owners, vendors and lessors, it being intended that Assignee be and it is hereby fully substituted and subrogated in and to all of Assignor's rights and actions of warranty.

Assignee hereby accepts the assignment of said agreement and assumes all of the duties, liabilities and obligations of Assignor thereunder from and after the effective date hereof.

TO HAVE AND TO HOLD the above assignment in accordance with the terms and conditions hereof, together with all rights and



appurtenances thereunto belonging unto Assignee, its successors and assigns forever.

THUS EXECUTED by the parties hereto as of the 24th day of April, 1988

WITNESSES:

Walter W. Howard  
Robin M. Beighton

ASSIGNOR  
JAMES RIVER CORPORATION OF  
VIRGINIA

BY: Richard C. Erickson  
Richard C. Erickson  
Vice President

ASSIGNEE  
JAMES RIVER II, INC.

Delma Fitzgerald  
Sue H. Allen

BY: W. L. Flaherty  
William L. Flaherty  
Vice President



STATE OF VIRGINIA

CITY OF RICHMOND

On this 26<sup>th</sup> day of April, 1988, before me appeared Richard C. Erickson, to me personally known, who, being by me duly sworn did say that he is the Vice President of James River Corporation of Virginia, and that he signed, executed and delivered the foregoing instrument on behalf of said corporation by authority of its Board of Directors and said appearer acknowledged the instrument to be the free act and deed of said corporation.

WITNESS:

Walter M. ...

Richard C. Erickson  
Richard C. Erickson

Robin M. Broughton

Lois E. Sisk  
NOTARY PUBLIC  
My commission expires 9/13/88

STATE OF VIRGINIA

CITY OF RICHMOND

On this 26<sup>th</sup> day of April, 1988, before me appeared William L. Flaherty, to me personally known, who, being by me duly sworn did say that he is the Vice President of James River II, Inc., and that he signed, executed and delivered the foregoing instrument on behalf of said corporation by authority of its Board of Directors and said appearer acknowledged the instrument to be the free act and deed of said corporation.

WITNESS:

William L. Flaherty  
Lois E. Sisk

William L. Flaherty  
William L. Flaherty

Lois E. Sisk  
NOTARY PUBLIC  
My commission expires 9/13/88

St. Francis, Howard & Giff. M.D. Agents  
 CFI to GZC - LA.

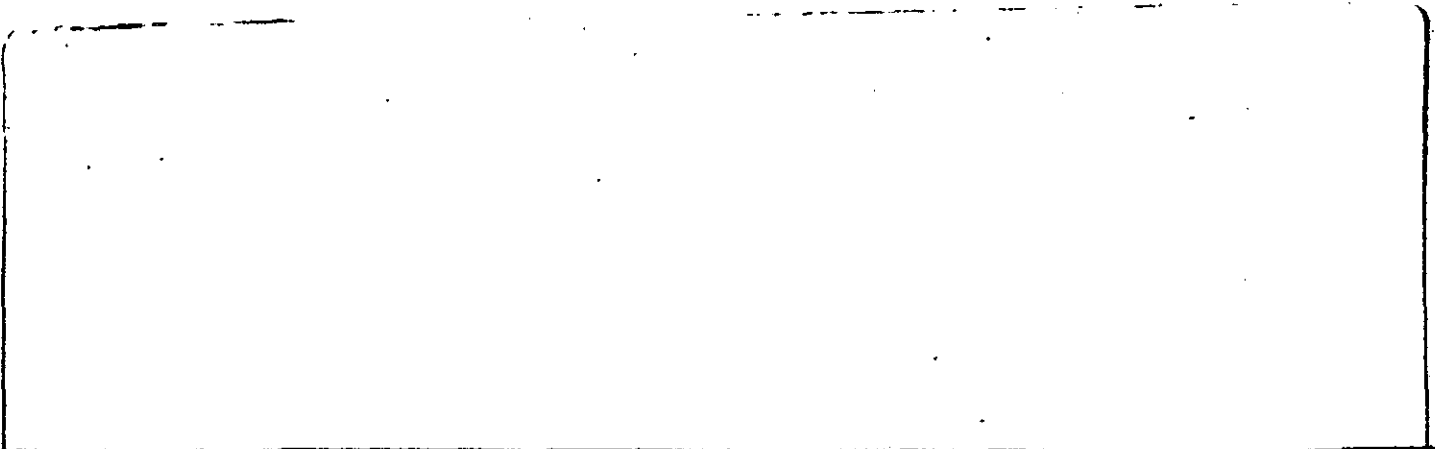
STATE OF LOUISIANA  
 MEMORANDUM OF  
 ST. FRANCISVILLE ROUNDWOOD & CUTTING RIGHTS AGREEMENT  
 CAVENIUM FOREST INDUSTRIES INC.  
 TO  
 CROWN ZILLERBACH CORPORATION  
 (Agreement dated March 28, 1986)  
 (Memo dated May 2, 1986)  
 (Final conclusion May 5, 1986)

| Parcel       | Acres             |                 | Filed for Record Date | Time    | Inst. No. | Recording Data |      |
|--------------|-------------------|-----------------|-----------------------|---------|-----------|----------------|------|
|              | Fee Land          | Used Land       |                       |         |           | Book           | Page |
| R. Feliclana | 823.07            | -0-             | 5-22-86               | 8:45 AM | 109721    | COB F-6        |      |
| Livingston   | 120,831.54        | -0-             | 5-13-86               | 3:54 PM | 246374    | COB 471        |      |
| St. Helena   | 28,102.04         | 715.81          | 5-13-86               | 2:57 PM | 058173    | COB 161        | 549  |
| Tangipahoa   | 8,784.03          | 2,660.30        | 5-13-86               | 2:20 PM |           | COB 628        |      |
| W. Feliclana | 656.07            | -0-             | 5-22-86               | 9:20 AM |           | COB 97         | 495A |
|              | <u>159,198.35</u> | <u>3,376.11</u> |                       |         |           |                |      |
|              | <u>162,574.46</u> |                 |                       |         |           |                |      |

St. Franc. Trbid. Agree.  
CFI to C2C - 1A.

STATE OF LOUISIANA  
 MEMORANDUM OF  
 ST. FRANCISVILLE TIMBERLAND AGREEMENT  
 CAVENISH FOREST INDUSTRIES INC.  
 TO  
 CROWN ZEPHYRUS CORPORATION  
 (Agreements dated March 28, 1986)  
 (Memo dated May 2, 1986)  
 (Final conclusion May 5, 1986)

| Parish       | Acres (Fee)<br>Land Only) | Filed for Record |         | Recording Data |         |      |
|--------------|---------------------------|------------------|---------|----------------|---------|------|
|              |                           | Date             | Time    | Inrt. No.      | Book    | Page |
| E. Feliciana | 823.07                    | 5-22-86          | 8:38 AM | 109720         | COB F-6 |      |
| Livingston   | 120,831.54                | 5-13-86          | 3:53 PM | 246373         | COB 471 |      |
| St. Helena   | 28,102.84                 | 5-13-86          | 2:57 PM | 058172         | COB 161 |      |
| Tangipahoa   | 8,784.83                  | 5-13-86          | 2:19 PM |                | COB 628 | 543  |
| W. Feliciana | 656.07                    | 5-22-86          | 9:15 AM |                | COB 97  | 491  |
|              | 159,198.35                |                  |         |                |         |      |



CERTIFICATE

I, Clifford A. Cutchins, IV, Assistant Secretary of James River Corporation of Virginia, certify that:

1. The following resolutions were adopted at a meeting of the Corporation on April 14, 1988 and, since that date, have not been amended, modified or rescinded:

RESOLVED, that the Corporation shall merge into itself its wholly owned subsidiary, James River Corporation of Nevada, (the "Merger") and shall assume all of its liabilities and obligations;

RESOLVED, that the Merger shall be effective April 24, 1988 or such other date as shall be determined by the Chairman, President or Senior Vice President, Chief Financial Officer;

RESOLVED, that the officers of the Corporation are authorized to execute Articles/Certificate of Ownership and Merger setting forth a copy of the resolutions authorizing the Merger and the assumption of James River Corporation of Nevada's liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of Nevada and the State Corporation Commission of Virginia.

RESOLVED, that following the Merger all of the assets and liabilities acquired by the Corporation as a result of the Merger shall be transferred to the Corporation's wholly owned subsidiary, James River II, Inc., excepting only such assets, liabilities or obligations as the officers of the Corporation shall determine should be retained by the Corporation.


RESOLVED, that in connection with the transfer of assets to James River II, Inc. the officers of the Corporation be, and they hereby are, authorized in the name and on behalf of the Corporation, to execute and deliver such agreements, amendments, instruments, certificates and other documents as may be necessary to vest in James River II, Inc. all assets, rights, authorizations, permits, licenses, obligations and liabilities formerly held by James River Corporation of Nevada (except those to be retained by the Corporation), in such

form as shall be approved by the officers executing the same, such approval to be conclusively evidenced by the execution and delivery thereof.

RESOLVED, that the officers of the Corporation are hereby authorized in its name and on its behalf to take all such action and execute and deliver all such certificates, instruments and other documents as they or any of them may consider necessary or appropriate to enable the Corporation to carry out the purposes of the resolutions adopted above and the transactions contemplated thereby.

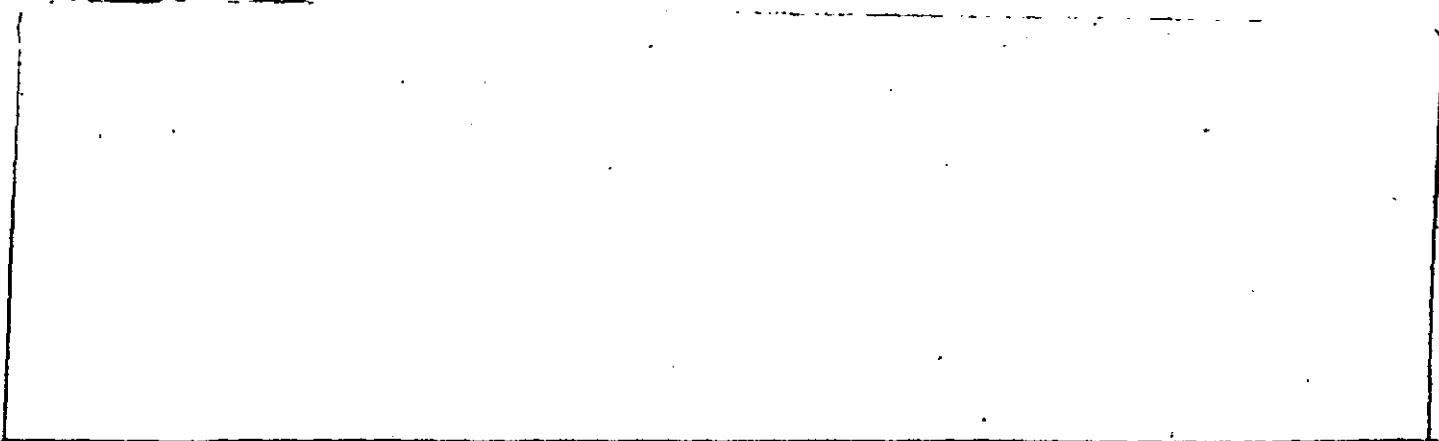
2. That Richard C. Erickson is a Vice President of the Corporation.

Dated: April 22, 1988

  
\_\_\_\_\_  
Clifford A. Cutchins, IV  
Assistant Secretary

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-2-



CERTIFICATE

I, Clifford A. Cutchins, IV, Secretary of James River II, Inc., certify that:

1. The following resolutions were adopted at a meeting of the Corporation on April 15, 1988 and, since that date, have not been amended, modified or rescinded.

RESOLVED, that the acceptance by the Corporation from James River Corporation of Virginia of substantially all of the assets, liabilities and obligations formerly held by James River Corporation of Nevada is hereby approved.

RESOLVED, that in connection with the transfer of such assets, liabilities and obligations to the Corporation, the officers of the Corporation be, and they hereby are, authorized in the name and on behalf of the Corporation, to execute and deliver such agreements, amendments, instruments, certificates and other documents as may be necessary to vest in the Corporation all assets, rights, authorizations, permits, licenses, obligations and liabilities formerly held by James River Corporation of Nevada (except those to be retained by James River Corporation of Virginia), in such form as shall be approved by the officers executing the same, such approval to be conclusively evidenced by the execution and delivery thereof.

RESOLVED, that the officers of the Corporation are hereby authorized in its name and on its behalf to take all such action and execute and deliver all such certificates, instruments and other documents as they or any of them may consider necessary or appropriate to enable the Corporation to carry out the purposes of the resolutions adopted above and the transactions contemplated thereby.

2. That William L. Flaherty is a Vice President of the Corporation.

Dated: April 26, 1988

*Clifford A. Cutchins, IV*  
Clifford A. Cutchins, IV  
Secretary

#38030  
FILED FOR RECORD  
*May 6 1988 at 4:08 P.M.*  
*J. Kenneth Reay*  
Clerk and Recorder

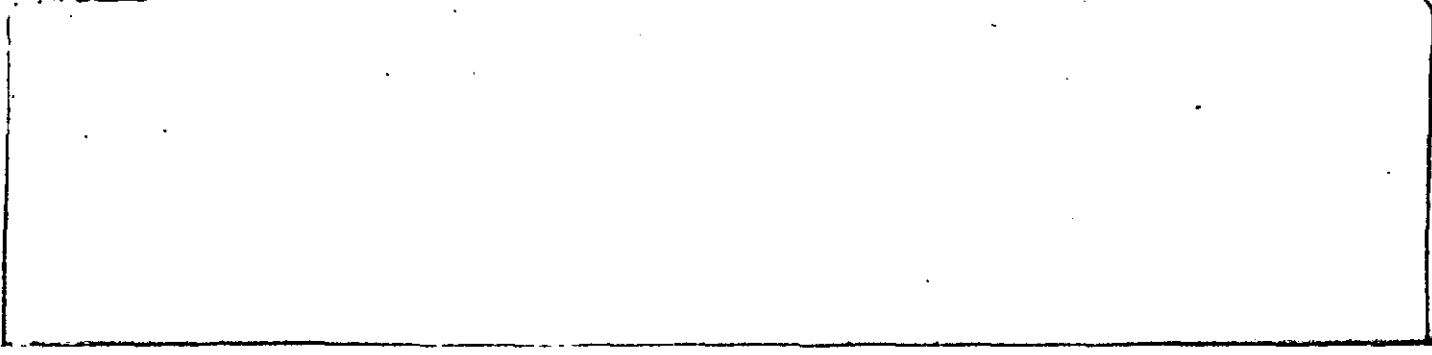
RECORDED IN *Comm* BOOK *104*  
DATE *5-10* 19 *88* PAGE *370*  
*J. Kenneth Reay*  
DEPUTY CLERK AND RECORDER

DOC34-04.LES

378

-2-





DEED

THIS DEED, made this 24th day of April, 1988 between James River Corporation of Virginia, a Virginia corporation whose address is Tredegar Street, Richmond, Virginia 23217 ("Grantor"), the successor by merger to James River Corporation of Nevada (formerly Crown Zellerbach Corporation), and James River II, Inc., a Virginia corporation, whose address is Tredegar Street, Richmond, Virginia 23217.

WHEREAS pursuant to Articles/Certificate of Ownership and Merger, effective as of April 23, 1988, James River Corporation of Nevada, a Nevada Corporation, was merged into Grantor.

NOW, THEREFORE, in consideration of a plan of corporate reorganization which qualifies for non-recognition of gain or loss under the Internal Revenue Code of 1986, as amended, Grantor does by these presents, give, grant, bargain, sell, remise, release, alien, confirm and convey unto its wholly owned subsidiary, James River II, Inc., a Virginia corporation ("Grantee") the following described property located in West Feliciana Parish, Louisiana, to-wit:

1,793.82 acres of land, more or less, shown on Exhibit "A" attached hereto and made a part hereof, together with all oil, gas and other mineral interests owned therein.

This conveyance is made and accepted subject to any and all existing easements, servitudes, rights of way, surface leases, mineral leases, permits, and other encumbrances of every kind and nature in favor of other parties, whether acquired by grant, prescription or adverse possession, which are of record or which are apparent from a careful inspection of the land.

GRANTOR'S warranty is hereby limited to its own acts and deeds only, however Grantor hereby conveys and assigns to Grantee all of its rights and actions of warranty against all former owners and vendors, it being intended that Grantee be and it is hereby fully substituted and subrogated in and to all of Grantor's rights and actions of warranty.

TO HAVE AND TO HOLD the above described property in accordance with the terms and conditions hereof, together with all rights and appurtenances thereunto belonging unto Grantee, its successors and assigns forever.

THUS EXECUTED as of the 24th day of April, 1988

WITNESSES:

*Witnesses: [Signature]*  
*Robin M. Beighton*

JAMES RIVER CORPORATION OF VIRGINIA

BY: *Richard C. Erickson*  
Richard C. Erickson  
Vice President

#38031

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STATE OF VIRGINIA

CITY OF RICHMOND

On this 26<sup>th</sup> day of April, 1988, before me appeared Richard C. Erickson, to me personally known, who, being by me duly sworn did say that he is the Vice President of James River Corporation of Virginia, and that he signed, executed and delivered the foregoing instrument on behalf of said corporation by authority of its Board of Directors and said appearer acknowledged the instrument to be the free act and deed of said corporation.

WITNESS:

Walter Lee / Richard C. Erickson

Richard C. Erickson  
Richard C. Erickson

Robin M. Boughton

Lori E. Lusk  
NOTARY PUBLIC  
My commission expires 9/13/88

EXHIBIT A  
WEST FELICIANA PARISH, LOUISIANA

LEGAL DESCRIPTION

ACRES OF  
LAND  
OWNED

Township 2 South, Range 1 West

Sec. 27:           1.99 Acres of land, more or less,  
 lying in Section 27, said 1.99 acres  
 being more fully described as  
 follows, to-wit:  
 Begin at the Southwest Corner of  
 Section 27, T2S-R1W, and run North  
 66.66 feet; thence run East, 323.40  
 feet to the north margin of a  
 blacktop road for the POINT OF  
 BEGINNING; thence run along said  
 north margin of blacktop road as  
 follows:  
 North 41 deg. 18 min. West, 46.20  
 feet; North 51 deg. 58 min. West,  
 46.20 feet; North 64 deg. 51 min.  
 West, 46.20 feet; North 79 deg. 36  
 min. West, 103.62 feet; thence leave  
 said north margin of blacktop road  
 and run North 21 deg. 00 min. East,  
 396.00 feet; thence run South 46 deg.  
 00 min. East, 218.46 feet; thence run  
 South 07 deg. 15 min. East, 203.28  
 feet; thence run South 44 deg. 00  
 min. West, 163.68 feet to the POINT  
 OF BEGINNING.

TOTAL . . . . .

1.99 Acs.  
1.99 Acs.

## WEST FELICIANA PARISH, LOUISIANA - (Cont'd.)

LEGAL DESCRIPTIONACRES OF  
LAND  
OWNEDTownship 4 South, Range 2 WestH'rights. 42.  
43, 46, 47,  
48 & 49:FIRST:

A certain tract or parcel of land situated in Sections 42 and 43, T4S-R2W, situated in the Parish of West Feliciana, Louisiana, as shown on map made by Associated Engineers of Baton Rouge, Louisiana, dated April 15, 1957, within the following described boundaries, to-wit:

Commencing at the Southeast Corner of Section 44, T4S-R2W; thence South 8 deg. 00 min. West, 736.2 feet; thence South 82 deg. 00 min. East, 2,643.9 feet to the POINT OF BEGINNING; thence from said Point of Beginning, run North 743.4 feet to a point on the southerly edge of Illinois Central Railroad right of way where it is intersected by the South boundary of Section 44, extended South 82 deg. 00 min. East; thence along the edge of said Illinois Central Railroad right of way in a southeasterly direction, 5,963.4 feet, more or less, to the center of Thompson's Creek; thence along the center of Thompson's Creek South 15 deg. 32 min. East, 245.2 feet to the South boundary of Section 42, T4S-R2W; thence along the South boundary of Sections 42 and 43, T4S-R2W, North 82 deg. 00 min. West, 5,037.7 feet; thence North 8 deg. 00 min. East, 1,104.1 feet; thence North 82 deg. 00 min. West, 557.2 feet to the Point of Beginning, containing 79.1 acres, more or less.

79.10 Acs.

SECOND:

A certain parcel or tract of land containing 118.80 Acres, more or less, lying in and comprising a part of Section 48, T4S-R2W, St. Helena Meridian, West Feliciana Parish, Louisiana, with the improvements thereon, and all rights, ways, privileges, prescriptions and advantages, and all riparian rights, accretions, alluvion, batture and batture rights thereunto belonging or in anywise appertaining, which said tract is bounded as follows:

On the upper or northerly side by the lands of Lucie C. Lorio, on the easterly side by lands of Crown Zellerbach Corporation that formerly comprised a portion of Mount Vernon

## WEST FELICIANA PARISH, LOUISIANA - (Cont'd.)

| <u>LEGAL DESCRIPTION</u> | <u>ACRES OF<br/>LAND<br/>OWNED</u> |
|--------------------------|------------------------------------|
|--------------------------|------------------------------------|

Township 4 South, Range 2 West - (Continued)

H'rights. 42,  
43, 46, 47,  
48 & 49: - (Continued)

Plantation, on the Southerly side by lands of Texas Eastern Transmission Corporation and lands of Crown Zellerbach Corporation that formerly comprised a part of Fancy Point Plantation, and on the Westerly side by the Mississippi River. The said tract being more particularly described as:

Commencing at the Southeast Corner of Section 48, T4S-R2W, St. Meridian, and run thence N. 82 deg. 00 min. West, along the South line of said Sec. 48, a distance of 3,575.38 feet to a point in the western boundary of lands of Crown Zellerbach Corporation that formerly comprised a part of Mount Vernon Plantation and the Southeast Corner of the tract herein described; thence along the Westerly boundary of said Mount Vernon Plantation N 23 deg. 50 min. E. 54.1 feet; thence N 12 deg. 18 min. W. 70.7 feet; thence N 47 deg. 13 min. W. 176.7 feet; thence N 7 deg. 29 min. W. 136.3 feet; thence N 16 deg. 43 min. E. 138.6 feet; thence N 24 deg. 38 min. W. 183.4 feet; thence N 61 deg. 43 min. W. 104.8 feet; thence N 20 deg. 28 min. W. 100.7 feet; thence N 4 deg. 10 min. W. 152.0 feet; thence N 43 deg. 31 min. E. 103.7 feet to the Northeast Corner of the tract herein described and the Southeast Corner of the lands of Lucie C. Lorio; thence N 82 deg. 00 min. W along the southerly boundary of the said Lorio tract and the northerly boundary of the tract herein described a distance of 5,602.3 feet to the Mississippi River and the Northwest Corner of the tract herein described; thence in a southerly direction along the left descending bank of the Mississippi River a distance of 510 feet more or less to the Southwest Corner of said Section 48, T4S-R2W, and the Southwest Corner of the tract herein described; thence S 63 deg. 30 min. E. 925 feet thence N 76 deg. 02 min. E. 569 feet; thence S 13 deg. 58 min. E. 300 feet; thence S 76 deg. 02 min. W. 200 feet to a point on the South line of said Section 48; thence S 63 deg. 30 min. E. 269 feet; thence S 82 deg. 00 min. E. 4,204.7 feet to the POINT OF BEGINNING, containing 118.8 Acres, more or less.

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## WEST FELICIANA PARISH, LOUISIANA - (Cont'd.)

| <u>LEGAL DESCRIPTION</u> | <u>ACRES OF<br/>LAND<br/>OWNED</u> |
|--------------------------|------------------------------------|
|--------------------------|------------------------------------|

Township 4 South, Range 2 West - (Continued)

H'rights. 42,  
43, 46, 47,  
48 & 49: - (Continued)

**LESS AND EXCEPT:**

20.44 acres of land, being all that part of a 22.59 acre tract of land lying in Sections 48 and 49, T4S-R2W, Greensburg District, West Feliciana Parish, Louisiana, which lies in Section 48, and said 22.59 acres being more particularly described as follows:

Begin at a point on the line between said Section 48 and 49, said point being the most westerly corner of that certain 2.648 acre tract owned by Texas Eastern Transmission Corporation and as recorded in Notarial Record Book 49, Page 409 of the records of said Parish, thence along the line between said Sections, North 63 deg. 30 min. West, 320 feet to a point; thence leaving the section line and running with the most northerly line of that certain permanent right of way as described in Notarial Record Book 49, Page 561 of the records of said Parish, South 76 deg. 02 min. West, 468 feet more or less to the approximate mean low water line of the Mississippi River; thence in a northwesterly direction along said mean low water line 910 feet more or less to the northerly property line of Crown Zellerbach Corporation; thence along said northerly line South 82 deg. 00 min. East, 1,377 feet more or less to a point; thence leaving said northerly property line, South 13 deg. 58 min. East 605 feet to the most northerly corner of the aforementioned 2.648 acre tract; thence with the most northerly line of said tract, South 76 deg. 02 min. West, 569 feet to the PLACE OF BEGINNING.

98.36 Acs.

**THIRD:**

A certain tract or parcel of land in the Parish of West Feliciana, State of Louisiana, containing 282.40 Acres, more or less, lying in and comprising a portion of Section 49, T4S-R2W, together with all the buildings and improvements thereon and all the rights, ways, privileges, prescriptions, advantages, and all riparian rights, accretions, alluvion, batture and batture rights thereunto belonging or in anywise appertaining, the said tract being all that part of FANCY POINT PLANTATION that is bounded on the upper or northerly side by lands of Mrs. Margaret Ford Daniel and Robert

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## WEST FELICIANA PARISH, LOUISIANA - (Cont'd.)

| <u>LEGAL DESCRIPTION</u> | <u>ACRES OF<br/>LAND<br/>OWNED</u> |
|--------------------------|------------------------------------|
|--------------------------|------------------------------------|

Township 4 South, Range 2 West - (Continued)

H'rights. 42,  
43, 46 & 47,  
48 & 49: - (Continued)

Harrison Daniel and lands of Crown Zellerbach Corporation, on the easterly and southerly sides by Fancy Point Plantation, the lands of previous Vendors, and on the westerly side by the Mississippi River, the said tract being more particularly described as follows: Beginning at the intersection of the northerly boundary of Fancy Point Plantation, the same being the line between Sections 48 and 49, T4S-R2W, with the easterly edge of the Mississippi River; thence along the line between Sections 48 and 49, T4S-R2W, 63 deg. 30 min. East 1,670 feet; thence continuing along the line between Sections 48 and 49, T4S-R2W, S 82 deg. 0 min. East 5,077 feet to a stake; thence S 8 deg. 0 min. West, 374.8 feet to a stake; thence S 69 deg. 24 min. West 6,350 feet more or less, to the Mississippi River; thence in a northerly direction along the Mississippi River 4,100 feet more or less, to the Point of Beginning, containing 282.40 acres, more or less.

**LESS AND EXCEPT:**

2.15 acres of land, being all that part of the 22.59 acre tract of land lying in Sections 48 and 49, T4S-R2W, Greensburg District, West Feliciana Parish, Louisiana, which lies in Section 49, and said 22.59 acre tract being hereinabove described as an exception under SECOND: (the description of the 118.80 acre tract hereinabove described.

280.25 Acs.

**FOURTH:**

A certain piece or parcel or tract of land situated in the Parish of West Feliciana, State of Louisiana, containing 642.80 Acres, more or less, lying in and comprising all or portions of Sections 43, 46, 47 and 48, T4S-R2W, together with the improvements thereon and all rights, ways, privileges, prescriptions and advantages, and all riparian rights, accretions, alluvions, batture and batture rights thereunto belonging or in anywise appertaining, the said tract being all that part of the Mount Vernon Plantation that is bounded as follows:



## WEST FELICIANA PARISH, LOUISIANA - (Cont'd.)

| LEGAL DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ACRES OF<br>LAND<br>OWNED |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <u>Township 4 South, Range 2 West - (Continued)</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                           |
| H'rights. 42,<br>43, 46 & 47,<br>48 & 49: - (Continued)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                           |
| <p>On the upper or northerly side by lands of Mrs. Martha E. Riddle Lapeze et al and the remaining portion of Mount Vernon Plantation, on the easterly side by the center line of Thompson's Creek on the Southerly side by Fancy Point Plantation lands of Mrs. Kathleen Byrne Matthews, et al, and on the westerly side by lands of Mrs. Margaret Ford Daniel, et al and lands of heirs of Mrs. A. G. Lorio, et als and is particularly described as follows:</p> <p>Commencing at the Southeast Corner of Section 44, T4S-R2W; thence S 8 deg. 00 min. W, 736.2 feet; thence S 82 deg. 00 min. E, 3,057.5 feet to the POINT OF BEGINNING; thence from said point of beginning run S 8 deg. 00 min. W, 1,104.1 feet to a point on the line between Sections 43 and 46, T4S-R2W, 50 feet west of the center of a gravel road; thence S 8 deg. 00 min. W, 1,861.2 feet to a point on the line between Sections 46 and 47, T4S-R2W; thence S 87 deg. 54 min. W, 5,496.6 feet to a point on the southerly edge of the Texas Eastern Transmission Corp. Pipe Line right of way; thence along the southerly edge of said Texas Eastern Transmission Corp. Pipe Line right of way S 83 deg. 06 min. W, 1,000.0 feet to the toe of bluff the Western boundary of Mount Vernon Plantation; thence along the toe of bluff, western boundary of Mount Vernon Plantation, in a general southeasterly direction 2,033.6 feet more or less to the southerly boundary of Section 48, T4S-R2W; thence along the southerly boundary of Section 48, Township 4 South, Range 2 West, S 82 deg. 00 min. E, 5,505.8 feet more or less to the center of Thompson's Creek; thence along the center of Thompson's Creek in a general northeasterly direction 8,959 feet more or less to the line between Sections 42 and 46, T4S-R2W; thence along the line between Sections 42 and 46 and Sections 43 and 46, T4S-R2W, N 82 deg. 00 min. W, 5,037.7 feet; thence N 8 deg. 00 min. E, 1,104.1 feet; thence N 82 deg. 00 min. W, 143.6 feet to the POINT OF BEGINNING, containing 642.8 acres.</p> | 642.80 Acs.               |

## WEST FELICIANA PARISH, LOUISIANA - (Cont'd.)

| LEGAL DESCRIPTION | ACRES OF<br>LAND<br>OWNED |
|-------------------|---------------------------|
|-------------------|---------------------------|

Township 4 South, Range 2 West - (Continued)

H'rights. 42.

43, 46, 47.

48 &amp; 49: - (Continued)

FIFTH:

A certain tract or parcel of land situated in the Parishes of West Feliciana and East Feliciana, Louisiana, in Township 4 South, Range 2 West, containing 848.40 Acres, more or less, together with all the buildings and improvements thereon and all the rights, ways, privileges, prescriptions, advantages, and all riparian rights, accretions, alluvion, batture and batture rights thereunto belonging or in anywise appertaining, the said tract being all that part of FANCY POINT PLANTATION that is bounded on the upper or northerly side by portions of Fancy Point Plantation and Mount Vernon Plantation, lands of Crown Zellerbach Corporation, on the Easterly side by the center line of Thompson's Creek, on the Southerly side by the remaining portion of Fancy Point Plantation, and on the Westerly side by the Mississippi River. The said tract is more particularly described as follows: Commencing at the intersection of the northerly boundary of FANCY POINT PLANTATION, the same being the line common to Sections 48 and 49, T4S-R2W, with the easterly edge of the Mississippi River; thence along the line between Sections 48 and 49, T4S-R2W, South 63 deg. 30 min. East, 1,670 feet; thence continuing along the line between Sections 48 and 49, T4S-R2W, S 82 deg. 0 min. East 5,077 feet to a stake and the POINT OF BEGINNING; thence South 8 deg. 0 min. West 374.8 feet to a stake; thence South 69 deg. 24 min. West, 6,350 feet more or less to the Mississippi River; thence in a Southerly direction along the Mississippi River 2,500 feet more or less to a stake; thence due East passing 43 feet South of the U. S. Corps of Engineers Bench Mark 162/1 a distance of 7,083.5 feet more or less to the center line of Thompson's Creek; thence in a general Northeasterly direction along the center line of Thompson's Creek 7,128.5 feet more or less to a point in the line between Sections 49 and 47, T4S-R2W; thence North 82 deg. 0 min. West along the line between Sections 49 and Sec. 47 and 48, T4S-R2W, 4,633.5 feet to the POINT OF BEGINNING.

848.40 Acs.

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## WEST FELICIANA PARISH, LOUISIANA - (Cont'd.)

| <u>LEGAL DESCRIPTION</u> | <u>ACRES OF<br/>LAND<br/>OWNED</u> |
|--------------------------|------------------------------------|
|--------------------------|------------------------------------|

Township 4 South, Range 2 West -(Continued)

H'rights. 42.

43. 46. 47.

48 &amp; 49: - (Continued)

There is excepted from the above described tracts designated as SECOND, THIRD and FIFTH, four (4) parcels of land, totaling 157.08 acres, sold to (and leased back from) the Industrial District No. 1 of the Parish of West Feliciana, State of Louisiana, by Crown Zellerbach Corporation by agreement dated November 12, 1971, and recorded in COB 62, Pages 285-303, Document No. 10954, which four (4) parcels are more particularly described as follows:

PARCEL A:

A certain tract of land situated in Sections 48 and 49, T4S-R2W, West Feliciana Parish, Louisiana, containing 136.25 acres more or less and bounded as follows:  
Starting at point on the line between Sections 48 and 49, and its intersection with "Division Line" outlined on map entitled "Survey of Certain Portions of Sections 42, 43, 46, 47, 48 and 49, T4S-R2W, West Feliciana Parish, Louisiana for Crown Zellerbach Corporation made by Associated Engineers, Registered Civil Engineers of Baton Rouge, Louisiana, and revised to show division line on May 24, 1957 and June 20, 1957" said point being located 2,703.8 feet North 82 deg. West of the corner common to Sections 47, 48 and 49, T4S-R2W. Then S 8 deg. West, 374.8 ft.; thence S 69 deg. 24 min. W 3,229.17 ft. to point of beginning; thence N 20 deg. 36 min. W 2,835.78 ft.; thence S 69 deg. 24 min. W 2,000 ft.; thence S 6 deg. 34 min. E 412.31 ft.; thence S 20 deg. 36 min. E 2,435.78 ft.; thence N 69 deg. 24 min. E 2,100 ft. to point of beginning.

PARCEL B:

A certain tract of land situated in Section 49, T4S-R2W, West Feliciana Parish, Louisiana containing 6.66 acres more or less and bounded as follows:  
Starting at point on the line between Sections 48 and 49 and its intersection with "Division Line" outlined on map entitled "Survey of Certain Portions of Sections 42, 43, 46, 47, 48 and 49, T4S-R2W, West Feliciana Parish, Louisiana for Crown Zellerbach Corporation made by Associated Engineers, Registered Civil Engineers of Baton Rouge,

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## WEST FELICIANA PARISH, LOUISIANA - (Cont'd.)

| <u>LEGAL DESCRIPTION</u> | <u>ACRES OF<br/>LAND<br/>OWNED</u> |
|--------------------------|------------------------------------|
|--------------------------|------------------------------------|

Township 4 South, Range 2 West - (Continued)

H'rights. 42.  
43, 46, 47  
48 & 49: - (Continued)

Louisiana, and revised to show division line on May 24, 1957 and June 20, 1957" said point being located 2,703.8 ft. N 82 deg. W of the corner common to Sections 47, 48 and 49, T4S-R2W. Then S 8 deg. W 374.8 ft.; thence S 69 deg. 24 min. W 3,229.17 ft. to point of beginning; thence S 20 deg. 36 min. E 138.22 ft.; thence S 69 deg. 24 min. W 2,100 ft.; thence N 20 deg. 36 min. W 138.22 ft.; thence N 69 deg. 24 min. E 2,100 ft. to point of beginning.

PARCEL C:

A certain tract of land situated in Section 49, T4S-R2W, West Feliciana Parish, Louisiana, containing 11.38 acres more or less and bounded as follows:

Starting at point on the line between Sections 48 and 49 and its intersection with "Division Line" outlined on map entitled "Survey of Certain Portions of Sections 42, 43, 46, 47, 48 and 49, T4S-R2W, West Feliciana Parish, Louisiana, for Crown Zellerbach Corporation made by Associated Engineers, Registered Civil Engineers of Baton Rouge, Louisiana and revised to show division line on May 24, 1957 and June 20, 1957" said point being located 2,703.8 feet N 82 deg. W of the corner common to Sections 47, 48 and 49, T4S-R2W. Then S 8 deg. W 374.8 ft.; thence S 69 deg. 24 min. W 839.67 ft.; thence S 20 deg. 36 min. E 138.22 ft. to point of beginning. Thence S 20 deg. 36 min. E 500 ft.; thence N 69 deg. 24 min. E 855.49 ft.; thence N 8 deg. 02 min. 25 sec. E 569.7 ft.; thence S 69 deg. 24 min. W 1,128.55 ft to point of beginning.

PARCEL D:

A certain strip of land situated in Section 49, T4S-R2W, West Feliciana Parish, Louisiana containing 2.79 acres more or less and bounded as follows:

Starting at point on the line between Sections 48 and 49 and its intersection with "Division Line" outlined on map entitled "Survey of Certain Portions of Sections 42, 43, 46, 47, 48 and 49, T4S-R2W, West Feliciana Parish, Louisiana, for

WEST FELICIANA PARISH, LOUISIANA - (Cont'd.)

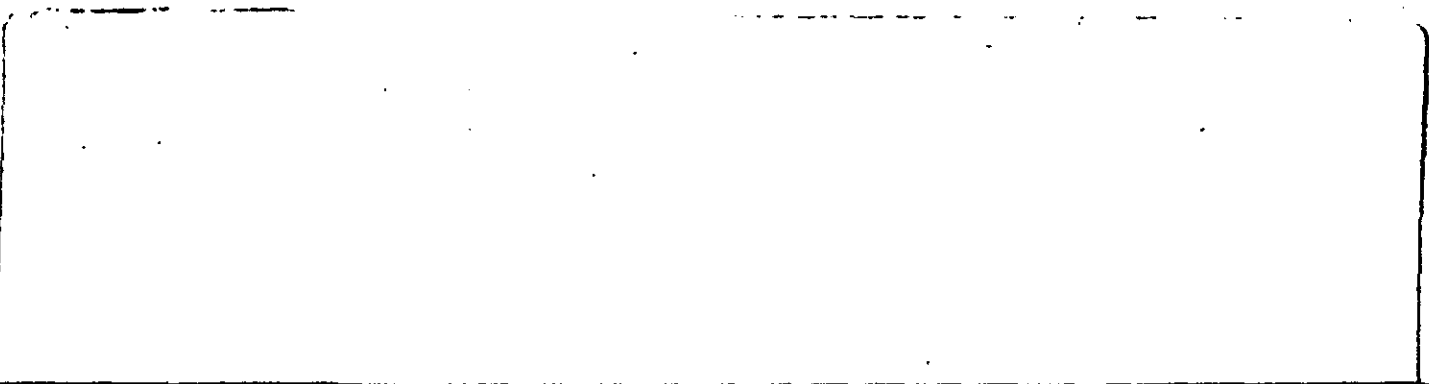
|                          |                                    |
|--------------------------|------------------------------------|
| <u>LEGAL DESCRIPTION</u> | <u>ACRES OF<br/>LAND<br/>OWNED</u> |
|--------------------------|------------------------------------|

Township 4 South, Range 2 West - (Continued)

H'rights. 42,  
43, 46, 47,  
48 & 49: - (Continued)

Crown Zellerbach Corporation made by Associated Engineers, Registered Civil Engineers of Baton Rouge, Louisiana, and revised to show division line on May 24, 1957 and June 20, 1957" said point being located 2,703.8 ft. N 82 deg. W of the corner common to Sections 47, 48 and 49, T4S-R2W. Then S 8 deg. W 374.8 ft.; thence S 69 deg. 24 min. W 839.67 ft.; thence S 20 deg. 36 min. E 147.22 ft. to point of beginning. The strip of land starting at that point of beginning, being 18 ft. wide measuring 9 ft. parallel and to both sides of the following described line: From point of beginning bearing S 69 deg. 24 min. W a distance of 5,053.5 ft.; thence curve left thru a central angle of 83 deg. with a radius of 232.98 feet for a curve length of 337.51 ft. to a bearing of S 13 deg. 36 min. E, thence on bearing S 13 deg. 36 min. E 1,012.77 ft.; thence S 46 deg. 24 min. W 350 ± ft. to mean low water line.

|                                                          |                      |
|----------------------------------------------------------|----------------------|
| Containing 157.08 Acs. in the four (4) parcels excepted. | <u>(157.08)</u> Acs. |
| TOTAL . . . . .                                          | <u>1,791.83</u> Acs. |
| GRAND TOTAL . . . . .                                    | <u>1,793.82</u> Acs. |



CERTIFICATE

I, Clifford A. Cutchins, IV, Assistant Secretary of James River Corporation of Virginia, certify that:

1. The following resolutions were adopted at a meeting of the Corporation on April 14, 1988 and, since that date, have not been amended, modified or rescinded:

RESOLVED, that the Corporation shall merge into itself its wholly owned subsidiary, James River Corporation of Nevada, (the "Merger") and shall assume all of its liabilities and obligations;

RESOLVED, that the Merger shall be effective April 24, 1988 or such other date as shall be determined by the Chairman, President or Senior Vice President, Chief Financial Officer;

RESOLVED, that the officers of the Corporation are authorized to execute Articles/Certificate of Ownership and Merger setting forth a copy of the resolutions authorizing the Merger and the assumption of James River Corporation of Nevada's liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State of Nevada and the State Corporation Commission of Virginia.

RESOLVED, that following the Merger all of the assets and liabilities acquired by the Corporation as a result of the Merger shall be transferred to the Corporation's wholly owned subsidiary, James River II, Inc., excepting only such assets, liabilities or obligations as the officers of the Corporation shall determine should be retained by the Corporation.

RESOLVED, that in connection with the transfer of assets to James River II, Inc. the officers of the Corporation be, and they hereby are, authorized in the name and on behalf of the Corporation, to execute and deliver such agreements, amendments, instruments, certificates and other documents as may be necessary to vest in James River II, Inc. all assets, rights, authorizations, permits, licenses, obligations and liabilities formerly held by James River Corporation of Nevada (except those to be retained by the Corporation), in such

form as shall be approved by the officers executing the same, such approval to be conclusively evidenced by the execution and delivery thereof.

RESOLVED, that the officers of the Corporation are hereby authorized in its name and on its behalf to take all such action and execute and deliver all such certificates, instruments and other documents as they or any of them may consider necessary or appropriate to enable the Corporation to carry out the purposes of the resolutions adopted above and the transactions contemplated thereby.

2. That Richard C. Erickson is a Vice President of the Corporation.

Dated: April 22, 1988

*Clifford A. Cutchins, IV*  
Clifford A. Cutchins, IV  
Assistant Secretary

#38031  
FILED FOR RECORD  
*May 6 1988 at 4:20 P.M.*  
*J. M. Reay*  
Clerk and Recorder

RECORDED IN *Book 104*  
DATE *5-10-88* PAGE *379*  
*J. M. Reay*  
DEPUTY CLERK AND RECORDER

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-2-



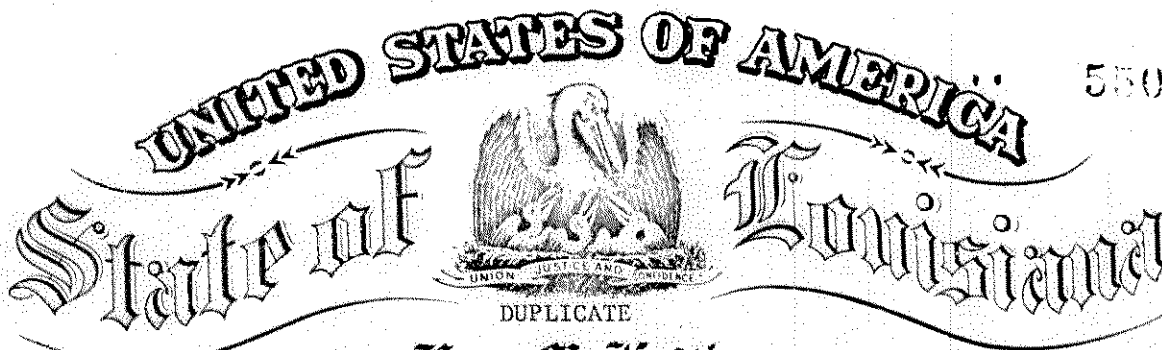
SEARCH CRITERIA Book 61A Page 550

Book / Page Search

Displaying records 1 - 1 of 1 at 3:37 PM on 3/30/2015

| Index | Date       | Kind                | MORTGAGORS                        | MORTGAGEES                          | Description           | File Number | Book/Page | Ref | Amount | Images |
|-------|------------|---------------------|-----------------------------------|-------------------------------------|-----------------------|-------------|-----------|-----|--------|--------|
| 1     | 10/11/1988 | MTG<br>ASSUMED NAME | JAMES RIVER CORPORATION OF NEVADA | JAMES RIVER CORPORATION OF VIRGINIA | CERTIFICATE OF MERGER | 38993       | 61A / 550 |     |        |        |

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Version 1.5.3.1



**Joy McKeithen**  
 SECRETARY OF STATE

*As Secretary of State of the State of Louisiana, I do hereby Certify that*  
 a Certificate of Merger whereby JAMES RIVER CORPORATION OF  
 NEVADA, domiciled at Reno, Nevada, is merged into

JAMES RIVER CORPORATION OF VIRGINIA

A Virginia corporation not qualified to transact business in  
 Louisiana,

Was filed and recorded in this office on September 6, 1988,  
 in the Record of Charters Book 343,

By virtue of this Certificate, I further certify that JAMES  
 RIVER CORPORATION OF NEVADA, domiciled at Reno, Nevada, is  
 no longer qualified to transact business in this State.

FILED FOR RECORD

Oct 11 1988 at 9:21AM

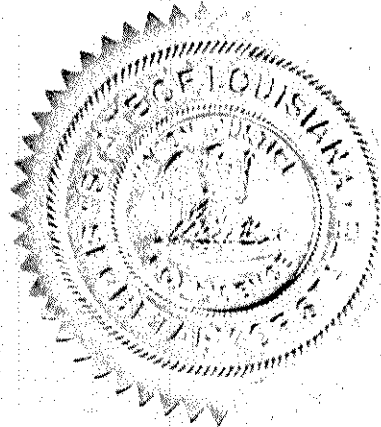
RECORDED IN *mix* BOOK 617  
 DATE 10-18 1988 PAGE 550

*Janelle Key*  
 DEPUTY CLERK AND RECORDER

*Janelle Key*  
 DEPUTY CLERK AND RECORDER

*In testimony whereof, I have hereunto set  
 my hand and caused the Seal of my Office  
 to be affixed at the City of Baton Rouge on  
 September 6, 1988*

*Joy McKeithen*  
 gm



#38993 Secretary of State

617/550

10/11/1988

Crown-Zellerbach Sub.  
Easement No. 368-13  
P. F. 1085  
JEB-JAS/9-29-88

PARTIAL RELEASE OF SERVITUDE

STATE OF LOUISIANA           X  
                                          X  
PARISH OF WEST FELICIANA   X

WHEREAS, by instrument dated March 12, 1978, recorded in Conveyance Book 69, Entry 17672, Conveyance Records of West Feliciana Parish, Louisiana, Crown Zellerbach Corporation and St. Francisville Paper Company granted to GULF STATES UTILITIES COMPANY, whose permanent mailing address is Gulf States Utilities Company, Real Estate Department, Post Office Box 2951, Beaumont, Texas 77704, a servitude upon, over and across a tract of land situated in the Section 48, T-4-S, R-2-W, West Feliciana Parish, Louisiana, for the purpose of constructing, operating and maintaining a substation or substations, over and across that certain tract of land referred to in said servitude, and

WHEREAS, GULF STATES UTILITIES COMPANY has been requested by the present owner, James River Corporation, to release a portion of the substation servitude and will no longer need to exercise its rights and privileges in and to a portion of the servitude above described.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that GULF STATES UTILITIES COMPANY, for and in consideration of the mutual benefits to be derived, has RELEASED, RELINQUISHED and QUITCLAIMED, and by these presents does RELEASE, RELINQUISH and QUITCLAIM only a portion of the servitude above described, said portion of servitude herein released being more particularly described as follows:

Commencing at the point of beginning of the above described servitude recorded in Conveyance Book 69, Entry 17672, Conveyance Records of West Feliciana Parish, Louisiana; Thence S 81° 57' E 92.25 feet to the

# 41107

southwest corner of the servitude area being herein released;

Thence N 08° 03' E 27.5 feet to the northwest corner of the servitude area being herein released;

Thence S 81° 57' E 38.0 feet to the northeast corner of the servitude area being herein released;

Thence S 08° 03' W 27.5 feet to the southeast corner of the servitude being herein released;


Thence N 81° 57' W 38 feet to the above described southwest corner, same being the point of beginning of the servitude area being released, and containing .024 acres more or less.

Gulf States Utilities Company has caused an environmental assessment as to polychlorinated biphenyls (PCBs) content (but only as to such PCB contaminants) to be made of the property herein conveyed, and such assessment has shown the property to be free of contaminant, or to contain no more than acceptable limits of said contaminant as defined by law and regulations; and James River Corporation accepts title to said property and agrees to indemnify, hold harmless, and defend Gulf States Utilities Company, and any and all of Gulf States Utilities Company's agents, directors, officers, employees or servants from and against any and all liabilities, claims, payments, damages, losses, including legal fees and expenses, arising out of or related to any such contamination in, on or about the property herein conveyed. Further, James River Corporation hereby represents and warrants to Gulf States Utilities Company that James River Corporation has visually inspected said property prior to the date hereof.

This instrument shall not be construed to waive, subordinate, release, quitclaim or in any manner invalidate the servitude hereinabove described in and to any of the remainder of the land described and covered by said servitude.

UNITED STATES OF AMERICA

State of Louisiana



Duplicate

**Jox McKeithen**  
SECRETARY OF STATE

*As Secretary of State, of the State of Louisiana, I do hereby Certify that*  
a Certificate of Merger whereby JAMES RIVER II, INC.,  
domiciled at Richmond, Virginia, is merged into

JAMES RIVER PAPER COMPANY, INC.

A Virginia corporation domiciled at Richmond,

Was filed and recorded in this office on March 1, 1993, in  
the Record of Charters Book 344,

By virtue of this Certificate, I further certify that JAMES  
RIVER II, INC., domiciled at Richmond, Virginia, is no  
longer qualified to transact business in this State.

RECORDED IN MTD BOOK 757A

DATE 9-13-93 PAGE 887

*J. L. Moore*  
DEPUTY CLERK AND RECORDER

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

March 1, 1993

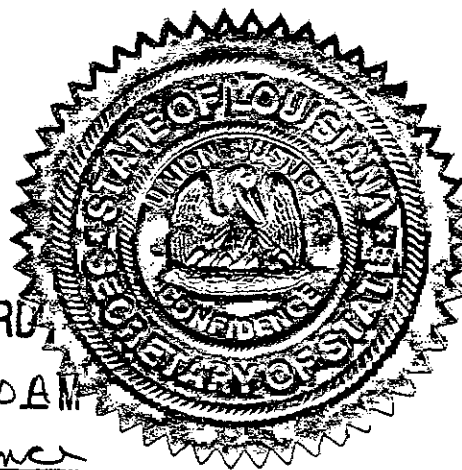
*Jox McKeithen* 48554  
FILED FOR RECORD

Sept 10 10 53 AM '93

RH

*Cristina Oliver*  
Deputy Clerk and Recorder

West Feliciana Parish



STATE OF CALIFORNIA  
COUNTY OF ALAMEDA

ACT OF DONATION

Before me the undersigned Notary Public in and for the County of Alameda, State of California, personally came and appeared JAMES RIVER PAPER COMPANY, INC., a Virginia corporation (James River) having an office in Oakland, CA and on Highway 964, St. Francisville, LA, represented herein by E. S. Leopold, its duly authorized Executive Vice President, who declares that it does upon the terms and conditions hereinafter set forth, donate, grant, convey and deliver, with full warranty of title and with full substitution and subrogation in and to all of its rights and actions of warranty which it has or may have against all preceding owners, vendors and possessors, unto CEE ZEE EMPLOYEES FEDERAL CREDIT UNION, Charter No. 13687, a Credit Union duly organized and existing under the regulations of the Federal Credit Union Act, having an office on Highway 964, St. Francisville, LA, the following described land in West Feliciana Parish, LA, to wit:

Commencing at a point being the intersection of the northwesterly property line of the property of James River Paper Company, Inc. with the southerly right-of-way limits of the Illinois Central Railroad Company; thence south 0° 01' 12" East a distance of 743.36 feet to a point; thence South 82° 01' 29" East a distance of 413.59 feet to a point; thence south 4° 30' 38" East a distance of 1172.11 feet to a point of beginning being on the easterly right-of-way limits of Louisiana State Highway No. 964; thence south 60° 42' 15" East a distance of 360.00 feet to a point; thence south 24° 57' 58" West a distance of 360.00 feet to a point; thence North 60° 42' 15" West a distance of 360.00 feet to a point being on the easterly right-of-way limits of Louisiana State Highway No. 964; thence northeasterly along a curve having a radius of 1892.02 feet a distance of 360.55 feet to the point of beginning. Said parcel of land described above is designated as lot CU and is bound as follows: northerly, easterly and southerly by property of James River Paper Company, Inc.; and westerly by the easterly right-of-way limits of Louisiana State Highway No. 964.

Containing 3.01 acres of land more or less and located in Section 43, Township 4 South - Range 2 West, West Feliciana Parish, Louisiana.

All as shown on plat of survey by Daryl B. Paton, RLS, dated October 23, 1992, attached hereto and made a part of.

There is excepted from this conveyance and reserved by JAMES RIVER, all oil, gas and other minerals in, on and under the land herein conveyed.

This conveyance is made and accepted subject to any and all valid existing rights of way, easements, servitudes, surface leases, mineral leases, etc., if any, in favor of other parties, which are of record or which are apparent from a careful inspection of the land.

The above described land is donated to CREDIT UNION as a site for the construction of an office building, parking areas, storage buildings, storage areas, etc., as necessary and/or convenient for its CREDIT UNION business and activities and shall not be used by CREDIT UNION, or by any other party, for any other purpose and/or shall not be sold, leased and/or otherwise alienated by CREDIT UNION to any other party without the prior written consent of JAMES RIVER.

James River also reserves the right to re acquire any part or all of said land, with any improvements thereon, that may be needed in the future in its industrial operations, by purchase from CREDIT UNION at the then fair market appraised value of said land and improvements thereon, if any. JAMES RIVER will allow the CREDIT UNION a reasonable amount of time to purchase land and build another facility if re acquisition is required.

In the event that CREDIT UNION does not begin construction of said office building, etc. within two (2) years from the date hereof and proceed with due diligence to complete said construction and occupy said building and land for its business and activities, then this donation shall cease and terminate and the title to said property shall revert to JAMES RIVER, its successors or assigns.

Thus executed in County of Alameda, State of California, in behalf of JAMES RIVER PAPER COMPANY, INC. on the 22<sup>nd</sup> day of Jan, 1993, in the presence of the undersigned competent witnesses.

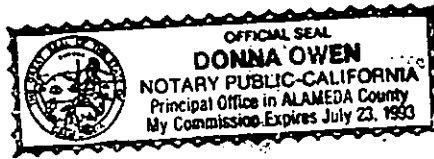
WITNESSES:

JAMES RIVER PAPER COMPANY, INC.

Emmie Cox  
Florence Sawyer

By: E. S. Leopold  
E. S. Leopold  
Executive Vice President

Donna Owen  
Notary Public





STATE OF LOUISIANA  
PARISH OF WEST FELICIANA

Before me, the undersigned Notary Public, in and for the Parish of West Feliciana, State of Louisiana, personally came and appeared CEE ZEE EMPLOYEES FEDERAL CREDIT UNION, Charter No. 13687, (CREDIT UNION), duly organized and existing under the regulations of the Federal Credit Union Act, having an office on Highway 964, St. Francisville, LA, represented herein by Harold Henderson, its duly authorized Chairman, who declares that it does hereby accept the donation from JAMES RIVER PAPER COMPANY, INC. of the following described land located in West Feliciana Parish, LA, to wit:

Commencing at a point being the intersection of the northwesterly property line of the property of James River Paper Company, Inc. with the southerly right-of-way limits of the Illinois Central Railroad Company; thence south 0° 01' 12" East a distance of 743.36 feet to a point; thence South 82° 01' 29" East a distance of 413.59 feet to a point; thence south 4° 30' 38" East a distance of 1172.11 feet to a point of beginning being on the easterly right-of-way limits of Louisiana State Highway No. 964; thence south 60° 42' 15" East a distance of 360.00 feet to a point; thence south 24° 57' 58" West a distance of 360.00 feet to a point; thence North 60° 42' 15" West a distance of 360.00 feet to a point being on the easterly right-of-way limits of Louisiana State Highway No. 964; thence northeasterly along a curve having a radius of 1892.02 feet a distance of 360.55 feet to the point of beginning. Said parcel of land described above is designated as lot CU and is bound as follows: northerly, easterly and southerly by property of James River Paper Company, Inc. and westerly by the easterly right-of-way limits of Louisiana State Highway No. 964.

Containing 3.01 acres of land more or less and located in Section 43, Township 4 South - Range 2 West, West Feliciana Parish, Louisiana.

All as shown on plat of survey by Daryl B. Paton, RLS, dated October 23, 1992, attached hereto and made a part of.

It is understood and agreed that this donation is accepted subject to all of the terms, conditions, reservations and stipulations contained in that certain Act of Donation executed by JAMES RIVER PAPER COMPANY, INC. on the 27<sup>th</sup> day of January, 1993, the same as if said terms and conditions were set forth herein.

Thus executed in Parish of West Feliciana, State of Louisiana, in behalf of CEE ZEE EMPLOYEES FEDERAL CREDIT UNION on this 12 day of Feb., 1993, in the presence of the undersigned competent witnesses.

WITNESSES:

CEE ZEE EMPLOYEES FEDERAL CREDIT UNION

Raymond J. Fabalca  
Henry A. Fogillio

By: Harold Henderson  
Harold Henderson - Chairman

[Signature]  
NOTARY PUBLIC

RECORDED IN Book 117  
DATE 2-17-93 PAGE 452  
[Signature]  
NOTARY CLERK AND EXCHANGER

47,259

454

117-452

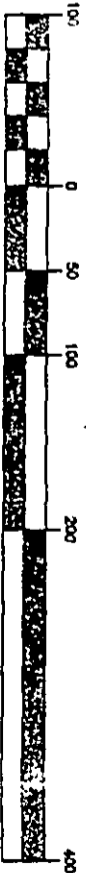
P  
R/W

50'



VICINITY MAP  
SCALE: 1=62500

\* S 8°00'00" W



( IN FEET )  
1 inch = 100 ft

GRAPHIC SCALE

455

LEGEND:

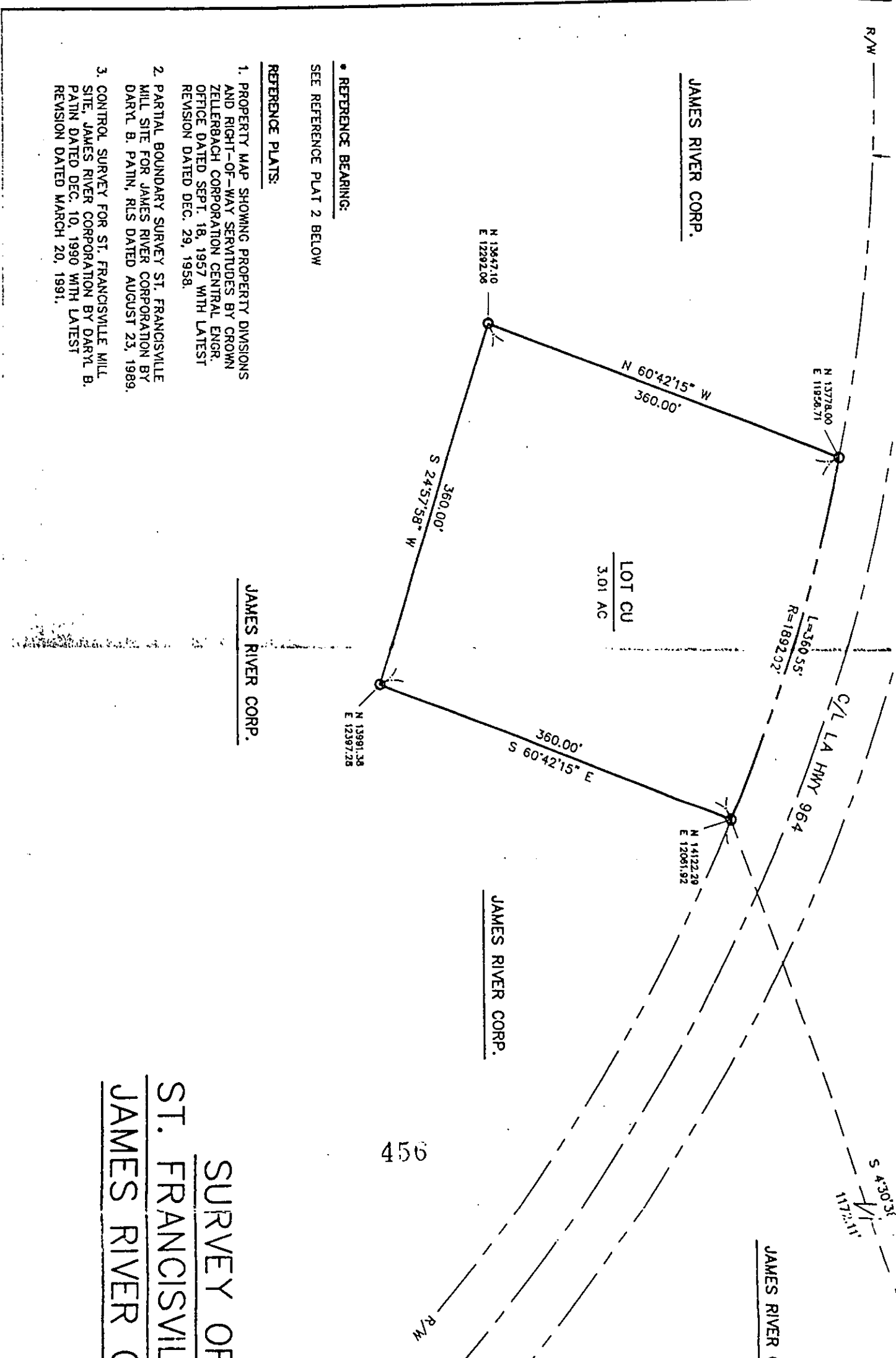
- ⊙ FOUND IRON
- PLACED IRON
- △ CALCULATED POINT

NOTE:

THIS PLAT WAS MADE IN ACCORDANCE WITH THE MINIMUM STANDARDS OF PRACTICE FOR A CLASS "C" SURVEY AS ADOPTED BY THE STATE OF LOUISIANA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS & LAND SURVEYORS.

NOTE:

BEARINGS SHOWN ARE BASED ON REFERENCE PLAT NO. 2. COORDINATES SHOWN ARE BASED ON THE MILL SYSTEM AND ESTABLISHED FROM EXISTING PLANT MOVEMENTS.



JAMES RIVER CORP.

JAMES RIVER CORP.

JAMES RIVER CORP.

JAMES RIVER CORP.

• REFERENCE BEARING:  
SEE REFERENCE PLAT 2 BELOW

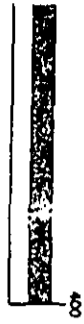
REFERENCE PLATS:

1. PROPERTY MAP SHOWING PROPERTY DIVISIONS AND RIGHT-OF-WAY SERVITUDES BY CROWN ZELLERBACH CORPORATION CENTRAL ENGR. OFFICE DATED SEPT. 18, 1957 WITH LATEST REVISION DATED DEC. 29, 1958.
2. PARTIAL BOUNDARY SURVEY ST. FRANCISVILLE MILL SITE FOR JAMES RIVER CORPORATION BY DARYL B. PATIN, RLS DATED AUGUST 23, 1989.
3. CONTROL SURVEY FOR ST. FRANCISVILLE MILL SITE, JAMES RIVER CORPORATION BY DARYL B. PATIN DATED DEC. 10, 1990 WITH LATEST REVISION DATED MARCH 20, 1991.

SURVEY OF L  
ST. FRANCISVILLE  
JAMES RIVER COF

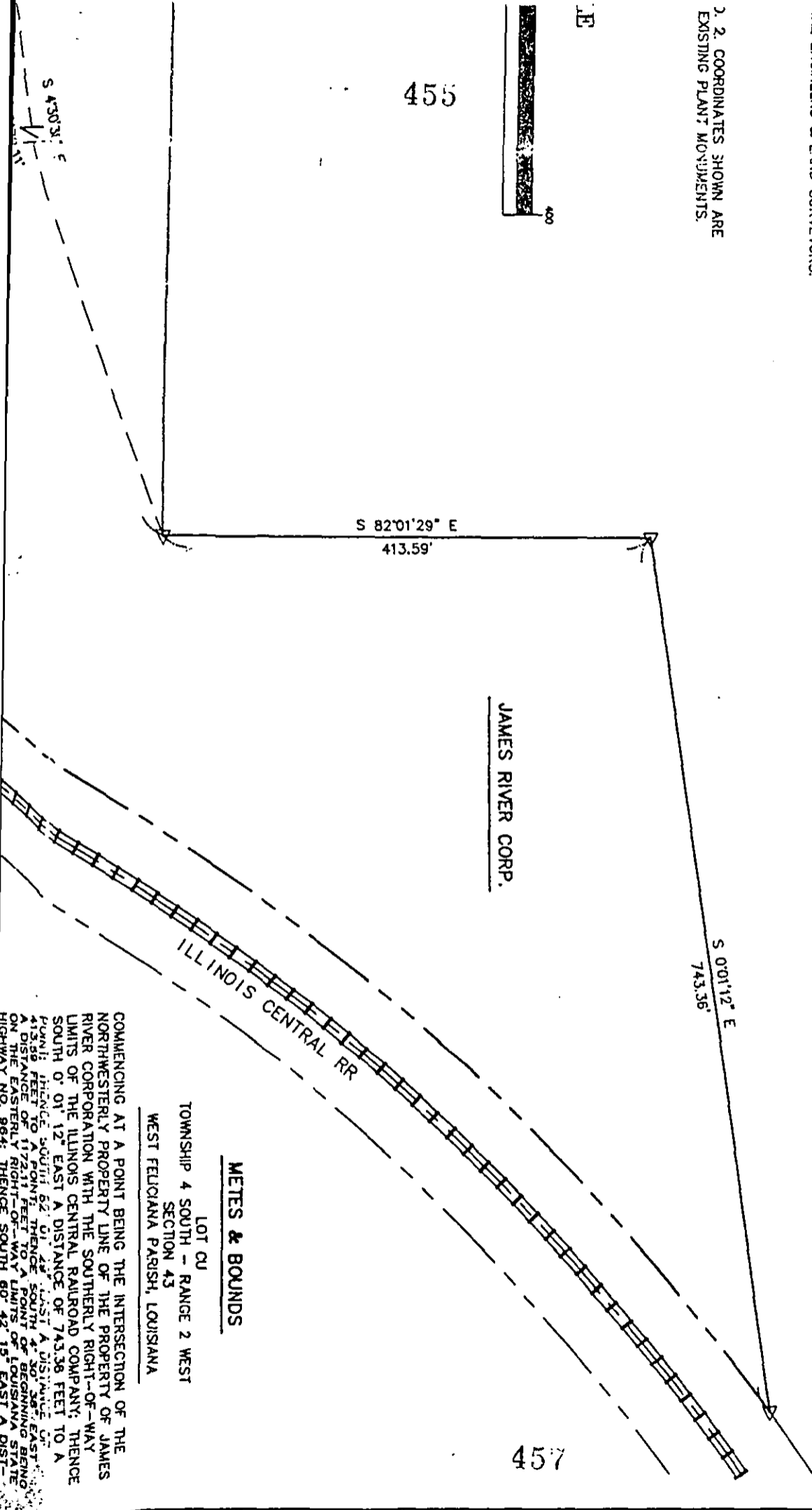
WAS MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR A SURVEY AS ADOPTED BY THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS & LAND SURVEYORS.

2. 2. COORDINATES SHOWN ARE EXISTING PLANT MOVEMENTS.



J.E.

455



JAMES RIVER CORP.

S 82°01'29" E  
413.59'

S 0°01'12" E  
743.36'

ILLINOIS CENTRAL RR

457

**METES & BOUNDS**

LOT CU  
TOWNSHIP 4 SOUTH - RANGE 2 WEST  
SECTION 43  
WEST FELICIANA PARISH, LOUISIANA

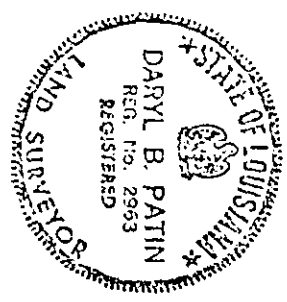
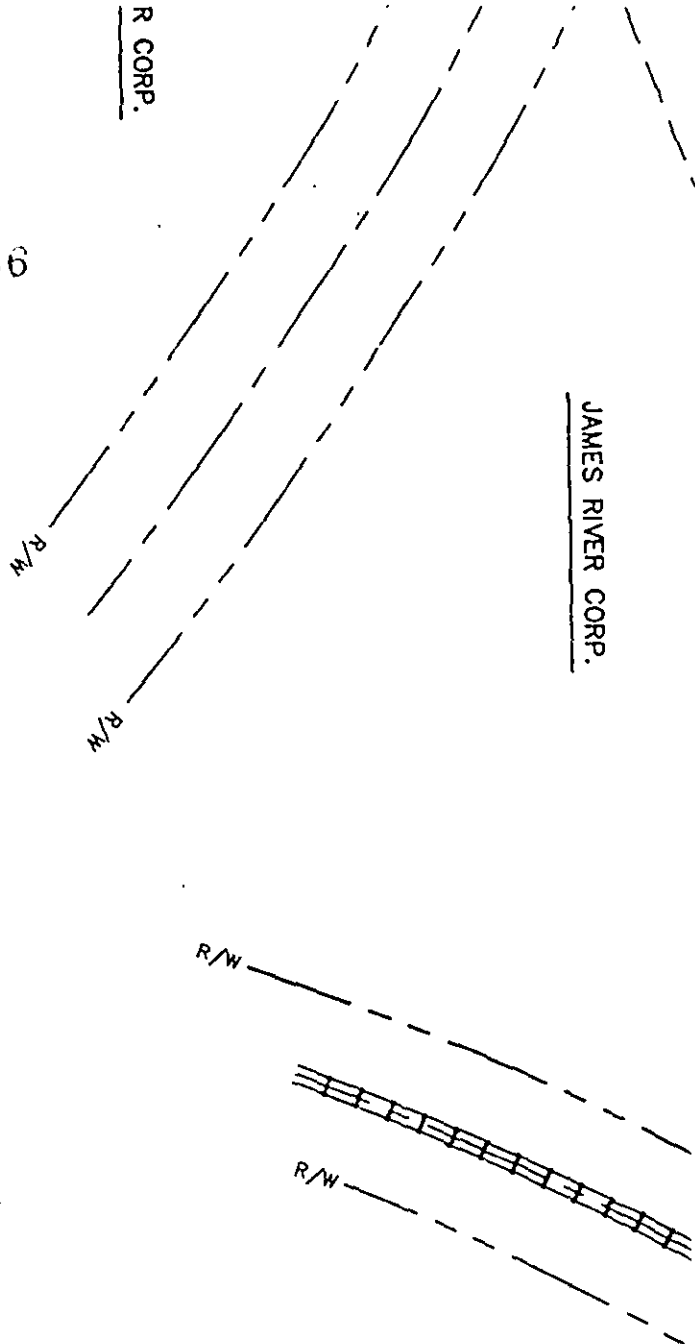
COMMENCING AT A POINT BEING THE INTERSECTION OF THE NORTHWESTERLY PROPERTY LINE OF THE PROPERTY OF JAMES RIVER CORPORATION WITH THE SOUTHERLY RIGHT-OF-WAY LIMITS OF THE ILLINOIS CENTRAL RAILROAD COMPANY; THENCE SOUTH 0° 01' 12" EAST A DISTANCE OF 743.36 FEET TO A POINT BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LIMITS OF THE ILLINOIS CENTRAL RAILROAD COMPANY WITH THE SOUTHERLY RIGHT-OF-WAY LIMITS OF LOUISIANA STATE HIGHWAY NO. 964; THENCE SOUTH 60° 42' 15" EAST A DISTANCE OF 1172.11 FEET TO A POINT OF BEGINNING BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LIMITS OF LOUISIANA STATE HIGHWAY NO. 964; THENCE SOUTH 60° 42' 15" EAST A DISTANCE OF 1172.11 FEET TO A POINT OF BEGINNING BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LIMITS OF LOUISIANA STATE HIGHWAY NO. 964; THENCE SOUTH 60° 42' 15" EAST A DISTANCE OF 1172.11 FEET TO A POINT OF BEGINNING BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LIMITS OF LOUISIANA STATE HIGHWAY NO. 964; THENCE SOUTH 60° 42' 15" EAST A DISTANCE OF 1172.11 FEET TO A POINT OF BEGINNING BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LIMITS OF LOUISIANA STATE HIGHWAY NO. 964; THENCE SOUTH 60° 42' 15" EAST A DISTANCE OF 1172.11 FEET TO A POINT OF BEGINNING BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LIMITS OF LOUISIANA STATE HIGHWAY NO. 964.

**SURVEY OF LOT CU  
ST. FRANCISVILLE MILL SITE  
JAMES RIVER CORPORATION**

456

R CORP.

JAMES RIVER CORP.



FILED FOR RECORD  
47,259  
10/23/92  
Deputy Clerk  
West Feliciana Parish  
State of Louisiana

ANCE OF 360.00 FEET TO A POINT; THENCE SOUTH 47° 00' WEST A DISTANCE OF 360.00 FEET TO A POINT; THENCE NORTH 60° 42' 15" WEST A DISTANCE OF 360.00 FEET TO A POINT BEING ON THE EASTERLY RIGHT-OF-WAY LIMITS OF LOUISIANA STATE HIGHWAY NO. 964; THENCE NORTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 1892.02 FEET A DISTANCE OF 360.55 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND DESCRIBED ABOVE IS DESIGNATED AS LOT CU AND IS BOUND AS FOLLOWS: NORTHERLY, EASTERLY AND SOUTHERLY BY PROPERTY OF JAMES RIVER CORPORATION; AND WESTERLY BY THE EASTERLY RIGHT-OF-WAY LIMITS OF LOUISIANA STATE HIGHWAY NO. 964.

TOWNSHIP 4 SOUTH - RANGE 2 WEST  
SECTION 43  
WEST FELICIANA PARISH, LA

AT THE REQUEST OF JAMES RIVER CORPORATION, I HAVE MADE A SURVEY OF A PARCEL OF LAND DESIGNATED AS LOT CU. THE FIELD WORK FOR THIS SURVEY WAS COMPLETED IN THE FIELD ON OCTOBER 23, 1992.

DATE 10/23/92  
CERTIFIED CORRECT  
Daryl B. Patin  
DARYL B. PATON, RLS

|                                  |                |
|----------------------------------|----------------|
| DARYL B. PATIN, C.E.             |                |
| P.O. BOX 48 PORT ALLEN, LA 70767 |                |
| 1-504-387-2167                   |                |
| DRAWN BY: TRO                    | DATE: 10/23/92 |
| JOB NO: 92-112                   |                |

DEED

THIS DEED, made as of the 22<sup>d</sup> day of August, 1995 between JAMES RIVER PAPER COMPANY, INC. (Federal Tax ID No. [REDACTED]), a Virginia corporation, whose address is 120 Tredegar Street, Richmond, Virginia 23217, appearing herein through Cufford A. Cutchins, IV, its duly authorized Senior Vice President, per resolution attached hereto ("GRANTOR"), and CROWN PAPER CO. (Federal Tax ID No. [REDACTED]), a Virginia corporation, whose address is 300 Lakeside Drive, Oakland, California 94612-3592, appearing herein through Charles H. Shreve its duly authorized Senior Vice President, per resolution attached hereto ("GRANTEE").

GRANTOR does by these presents, give, grant, bargain, sell, remise, release, alienate, confirm and convey to GRANTEE, here present, accepting and purchasing and acknowledging delivery and possession for itself and its successors and assigns, all and singular, the following described property, including all improvements thereon and appurtenances thereunto belonging, situated in the Parish of West Feliciana, State of Louisiana, to-wit:

1,789.93 acres of land, more or less, shown on Exhibit "A" attached hereto and made a part hereof, together with all oil, gas and other mineral interests owned therein.

This conveyance is made and accepted subject to any and all existing easements, servitudes, rights of way, surface leases, mineral leases, permits, and other encumbrances of every kind and nature in favor of other parties, whether acquired by grant, prescription or adverse possession, which are of record or which are apparent from a careful inspection of the land.

This transfer is made as a contribution to the capital of GRANTEE by its sole stockholder, GRANTOR.

GRANTOR'S warranty is hereby limited to its owns acts and deeds only; however GRANTOR hereby conveys and assigns to GRANTEE all of its rights and actions of warranty against all former owners and vendors, it being intended that GRANTEE be and it is hereby fully substituted and subrogated in and to all of GRANTOR's rights and actions of warranty.

JRP-WEST FELICIANA PARISH, LA

The parties hereto agree to dispense with the certificates required by Article 3364, of the Revised Civil Code of this State and to exonerate me, said Notary, from all liability on account of its nonproduction, and said parties declare that all taxes against said property are paid up to and including taxes of 1994.

TO HAVE AND TO HOLD the above described property in accordance with the terms and conditions hereof, together with all rights and appurtenances thereunto belonging unto GRANTEE, its successors and assigns forever.

THUS EXECUTED as of the 22d day of August, 1995, at Richmond, Virginia, in the presence of the undersigned competent witnesses:

WITNESSES:

JAMES RIVER PAPER COMPANY, INC.

Maria Sileo DeLonguy  
J. J.

By: [Signature]  
Name: Clifford A. Cutchins, IV  
Title: Senior Vice President

THUS EXECUTED as of the 22d day of August, 1995, at Richmond, Virginia, in the presence of the undersigned competent witnesses:

WITNESSES:

CROWN PAPER CO.

Maria Sileo DeLonguy  
J. J.

By: [Signature]  
Name: Charles H. Shreve  
Title: Senior Vice President



COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND

On this 21 day of Aug, 1995, before me appeared Clifford A. Cutchins, IV, to me personally known, who being by me duly sworn did say that he is the (Vice) President of James River Paper Company, Inc., and that he signed, executed and delivered the foregoing instrument on behalf of said corporation by authority of its Board of Directors and said appearer acknowledged the instrument to be the free act and deed of said corporation.

WITNESSES:

JAMES RIVER PAPER COMPANY, INC.

Maria Silvers DeLongley

J. J.

By: [Signature]  
Name: Clifford A. Cutchins, IV  
Title: Senior Vice President

Pat B. Richardson  
Notary Public

My commission expires: 11/30/95



COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND:

On this 22 day of Aug., 1995, before me appeared Charles H. Shreve, to me personally known, who being by me duly sworn did say that he is the Sen Vice Pres. of Crown Paper Co., and that he signed, executed and accepted the foregoing instrument on behalf of said corporation by authority of its Board of Directors and said appearer acknowledged the instrument to be the free act and deed of said corporation.

WITNESSES:

CROWN PAPER CO.

Maria Silenus DeLongory  
JJ

By: [Signature]  
Name: Charles H. Shreve  
Title: Senior Vice President

Pat B. Dickerson  
Notary Public

My commission expires: 11/30/95



EXHIBIT A

WEST FELICIANA PARISH, LOUISIANA

ACRES OF  
LAND  
OWNED

LEGAL DESCRIPTION

Township 2 South, Range 1 West

**Section 27:**

1.99 Acres of land, more or less, lying in Section 27, said 1.99 acres being more fully described as follows, to-wit:

Begin at the Southwest Corner of Section 27, T2S-R1W, and run North 66.66 feet; thence run East, 323.40 feet to the north margin of a blacktop road for the POINT OF BEGINNING; thence run along said north margin of blacktop road as follows:

North 41 deg. 18 min. West, 46.20 feet; North 51 deg. 58 min. West, 46.20 feet; North 64 deg. 51 min. West, 46.20 feet; North 79 deg. 36 min. West, 103.62 feet; thence leave said north margin of blacktop road and run North 21 deg. 00 min. East, 396.00 feet; thence run South 46 deg. 00 min. East, 218.46 feet; thence run South 07 deg. 15 min. East, 203.28 feet; thence run South 44 deg. 00 min. West, 163.68 feet to the POINT OF BEGINNING.

1.99 Acs.

TOTAL . . . . .

1.99 Acs.

Township 4 South, Range 2 West

**H'rights. 42, 43, 46, 47, 48 & 49:**

FIRST:

A certain tract or parcel of land situated in Sections 42 and 43, T4S-R2W, situated in the Parish of West Feliciana, Louisiana, as shown on map made by Associated Engineers of Baton Rouge, Louisiana, dated April 15, 1957, within the following described boundaries, to-wit:

LEGAL DESCRIPTIONACRES OF  
LAND  
OWNED

H'rights. 42, 43, 46, 47, 48 &amp; 49: - (continued)

Commencing at the Southeast Corner of Section 44, T4S-R2W; thence South 8 deg. 00 min. West, 736.2 feet; thence South 82 deg. 00 min. East, 2.643.9 feet to the POINT OF BEGINNING; thence from said Point of Beginning, run North 743.4 feet to a point on the southerly edge of Illinois Central Railroad right of way where it is intersected by the South boundary of Section 44, extended South 82 deg. 00 min. East; thence along the edge of said Illinois Central Railroad right of way in a southeasterly direction, 5,963.4 feet, more or less, to the center of Thompson's Creek; thence along the center of Thompson's Creek South 15 deg. 32 min. East, 245.2 feet to the South boundary of Section 42, T4S-R2W; thence along the South boundary of Sections 42 and 43, T4S-R2W, North 82 deg. 00 min. West, 5,037.7 feet; thence North 8 deg. 00 min. East, 1,104.1 feet; thence North 82 deg. 00 min. West, 557.2 feet to the Point of Beginning, containing 79.1 acres, more or less.

79.10 Acs.

SECOND:

A certain parcel or tract of land containing 118.80 Acres, more or less, lying in and comprising a part of Section 48, T4S-R2W, St. Helena Meridian, West Feliciana Parish, Louisiana, with the improvements thereon, and all rights, ways, privileges, prescriptions and advantages, and all riparian rights, accretions, alluvion, batture and batture rights thereunto belonging or in anywise appertaining, which said tract is bounded as follows:

On the upper or northerly side by the lands of Lucie C. Lorio, on the easterly side by lands of Crown Zellerbach Corporation that formerly comprised a portion of Mount Vernon Plantation,

LEGAL DESCRIPTIONACRES OF  
LAND  
OWNED

H'rights. 42, 43, 46, 47, 48 &amp; 49: - (continued)

on the Southerly side by lands of Texas Eastern Transmission Corporation and lands of Crown Zellerbach Corporation that formerly comprised a part of Fancy Point Plantation, and on the Westerly side by the Mississippi River. The said tract being more particularly described as:

Commencing at the Southeast Corner of Section 48, T4S-R2W, St. Meridian, and run thence N. 82 deg. 00 Min. West, along the South line of said Sec. 48, a distance of 3,575.38 feet to a point in the western boundary of lands of Crown Zellerbach Corporation that formerly comprised a part of Mount Vernon Plantation and the Southeast Corner of the tract herein described; thence along the Westerly boundary of said Mount Vernon Plantation N 23 deg. 50 min. E. 54.1 feet; thence N 12 deg. 18 min. W, 70.7 feet; thence N 47 deg. 13 min. W, 176.7 feet; thence N 7 deg. 29 min. W, 136.3 feet; thence N 16 deg. 43 min. E, 138.6 feet; thence N 24 deg. 38 min. W, 183.4 feet; thence N 61 deg. 43 min. W, 104.8 feet; thence N 20 deg. 28 min. W, 100.7 feet; thence N 4 deg. 10 min. W, 152.0 feet; thence N 43 deg. 31 min. E, 103.7 feet to the Northeast Corner of the tract herein described and the Southeast Corner of the lands of Lucie C. Lorio; thence N 82 deg. 00 min. W along the southerly boundary of the said Lorio tract and the northerly boundary of the tract herein described a distance of 5,602.3 feet to the Mississippi River and the Northwest Corner of the tract herein described; thence in a southerly direction along the left descending bank of the Mississippi River a distance of 510 feet more or less to the Southwest Corner of said Section 48, T4S-R2W, and the Southwest Corner of the tract herein described; thence S 63 deg. 30 min. E, 925 feet thence N 76 deg. 02

LEGAL DESCRIPTIONACRES OF  
LAND  
OWNED

H'rights. 42, 43, 46, 47, 48 &amp; 49: - (continued)

min. E, 569 feet; thence S 13 deg. 58 min. E, 300 feet; thence S 76 deg. 02 min. W, 200 feet to a point on the South line of said Section 48; thence S 63 deg. 30 min. E, 269 feet; thence S 82 deg. 00 min. E, 4,204.7 feet to the POINT OF BEGINNING, containing 118.8 Acres, more or less.

## LESS AND EXCEPT:

20.44 acres of land, being all that part of a 22.59 acre tract of land lying in Sections 48 and 49, T4S-R2W, Greensburg District, West Feliciana Parish, Louisiana, which lies in Section 48, and said 22.59 acres being more particularly described as follows:

Begin at a point on the line between said Section 48 and 49, said point being the most westerly corner of that certain 2.648 acre tract owned by Texas Eastern Transmission Corporation and as recorded in Notarial Record Book 49, Page 409 of the records of said Parish, thence along the line between said Sections, North 63 deg. 30 min. West, 320 feet to a point; thence leaving the section line and running with the most northerly line of that certain permanent right of way as described in Notarial Record Book 49, Page 561 of the records of said Parish, South 76 deg. 02 min. West, 468 feet more or less to the approximate mean low water line of the Mississippi River; thence in a northwesterly direction along said mean low water line 910 feet more or less to the northerly property line of Crown Zellerbach Corporation; thence along said northerly line South 82 deg. 00 min. East, 1,377 feet more or less to a point; thence leaving said northerly property line, South 13 deg. 58 min. East 605 feet to the most northerly corner of the aforementioned 2.648 acre tract; thence with

LEGAL DESCRIPTIONACRES OF  
LAND  
OWNED

H'rights. 42, 43, 46, 47, 48 &amp; 49: - (continued)

the most northerly line of said tract, South 76 deg. 02 min. West, 569 feet to the PLACE OF BEGINNING.

98.36 Acs.

THIRD:

A certain tract or parcel of land in the Parish of West Feliciana, State of Louisiana, containing 282.40 Acres, more or less, lying in and comprising a portion of Section 49, T4S-R2W, together with all the buildings and improvements thereon and all the rights, ways, privileges, prescriptions, advantages, and all riparian rights, accretions, alluvion, batture and batture rights thereunto belonging or in anywise appertaining, the said tract being all that part of FANCY POINT PLANTATION that is bounded on the upper or northerly side by lands of Mrs. Margaret Ford Daniel and Robert Harrison Daniel and lands of Crown Zellerbach Corporation, on the easterly and southerly sides by Fancy Point Plantation, the lands of previous Vendors, and on the westerly side by the Mississippi River, the said tract being more particularly described as follows:

Beginning at the intersection of the northerly boundary of Fancy Point Plantation, the same being the line between Sections 48 and 49, T4S-R2W, with the easterly edge of the Mississippi River; thence along the line between Sections 48 and 49, T4S-R2W, 63 deg. 30 min. East 1,670 feet; thence continuing along the line between Section 48 and 49, T4S-R2W, S 82 deg. 0 min. East 5,077 feet to a stake; thence S 8 deg. 0 min. West, 374.8 feet to a stake; thence S. 69 deg. 24 min. West 6,350 feet more or less, to the Mississippi River; thence in a northerly direction along the Mississippi River



LEGAL DESCRIPTIONACRES OF  
LAND  
OWNED

H'rights. 42, 43, 46, 47, 48 &amp; 49: - (continued)

4,100 feet more or less, to the Point of Beginning, containing 282.40 acres, more or less.

LESS AND EXCEPT:

2.15 acres of land, being all that part of the 22.59 acre tract of land lying in Sections 48 and 49, T4S-R2W, Greensburg District, West Feliciana Parish, Louisiana, which lies in Section 49, and said 22.59 acre tract being hereinabove described as an exception under SECOND: (the description of the 118.80 acre tract hereinabove described).

280.25 Acs.

FOURTH:

A certain piece or parcel or tract of land situated in the Parish of West Feliciana, State of Louisiana, containing 642.80 Acres, more or less, lying in and comprising all or portions of Sections 43, 46, 47 and 48, T4S-R2W, together with the improvements thereon and all rights, ways, privileges, prescriptions and advantages, and all riparian rights, accretions, alluvions, batture and batture rights thereunto belonging or in anywise appertaining, the said tract being all that part of the Mount Vernon Plantation that is bounded as follows:

On the upper or northerly side by lands of Mrs. Martha E. Riddle Lapeze et al and the remaining portion of Mount Vernon Plantation, on the easterly side by the center line of Thompson's Creek on the Southerly side by Fancy Point Plantation lands of Mrs. Kathleen Byrne Matthews, et al, and on the westerly side by lands of Mrs. Margaret Ford Daniel, et al and lands of heirs of Mrs. A. G. Lorio, et als and is particularly described as follows:

LEGAL DESCRIPTIONACRES OF  
LAND  
OWNED

H'rights. 42, 43, 46, 47, 48 &amp; 49: - (continued)

Commencing at the Southeast Corner of Section 44, T4S-R2W; thence S 8 deg. 00 min. W. 736.2 feet; thence S 82 deg. 00 min. E, 3,057.5 feet to the POINT OF BEGINNING; thence from said point of beginning run S 8 deg. 00 min. W, 1,104.1 feet to a point on the line between Sections 43 and 46, T4S-R2W, 50 feet west of the center of a gravel road; thence S 8 deg. 00 min. W, 1,861.2 feet to a point on the line between Sections 46 and 47, T4S-R2W; thence S 87 deg. 54 min. W, 5,496.6 feet to a point on the southerly edge of the Texas Eastern Transmission Corp. Pipe Line right of way; thence along the southerly edge of said Texas Eastern Transmission Corp. Pipe Line right of way S 83 deg. 06 min. W, 1,000.0 feet to the toe of bluff the Western boundary of Mount Vernon Plantation, thence along the toe of bluff, Western boundary of Mount Vernon Plantation, in a general southeasterly direction 2,033.6 feet more or less to the southerly boundary of Section 48, T4S-R2W; thence along the southerly boundary of Section 48, Township 4 South, Range 2 West, S 82 deg. 00 min. E, 5,505.8 feet more or less to the center of Thompson's Creek; thence along the center of Thompson's Creek in a general northeasterly direction 8,959 feet more or less to the line between Sections 42 and 46, T4S-R2W; thence along the line between Sections 42 and 46 and Sections 43 and 46, T4S-R2W, N 82 deg. 00 min. W, 5,037.7 feet; thence N 8 deg. 00 min. E, 1,104.1 feet; thence N 82 deg. 00 min. W, 143.6 feet to the POINT OF BEGINNING, containing 642.8 acres.

642.80 Acs.

FIFTH:

A certain tract or parcel of land situated in the Parishes of West Feliciana and East Feliciana, Louisiana, in Township 4 South,

LEGAL DESCRIPTIONACRES OF  
LAND  
OWNED

H'rights. 42, 43, 46, 47, 48 &amp; 49: - (continued)

Range 2 West, containing 848.40 Acres, more or less, together with all the buildings and improvements thereon and all the rights, ways, privileges, prescriptions, advantages, and all riparian rights, accretions, alluvion, batture and batture rights thereunto belonging or in anywise appertaining, the said tract being all that part of FANCY POINT PLANTATION that is bounded on the upper or northerly side by portions of Fancy Point Plantation and Mount Vernon Plantation, lands of Crown Zellerbach Corporation, on the Easterly side by the center line of Thompson's Creek, on the Southerly side by the remaining portion of Fancy Point Plantation, and on the Westerly side by the Mississippi River. The said tract is more particularly described as follows:

Commencing at the intersection of the northerly boundary of FANCY POINT PLANTATION, the same being the line common to Sections 48 and 49, T4S-R2W, with the easterly edge of the Mississippi River; thence along the line between Sections 48 and 49, T4S-R2W, South 63 deg. 30 min. East, 1,670 feet; thence continuing along the line between Sections 48 and 49, T4S-R2W, S 82 deg. 0 min. East 5,077 feet to a stake and the POINT OF BEGINNING; thence South 8 deg. 0 min. West 374.8 feet to a stake; thence South 69 deg. 24 min. West, 6,350 feet more or less to the Mississippi River; thence in a Southerly direction along the Mississippi River 2,500 feet more or less to a stake; thence due East passing 43 feet South of the U. S. Corps of Engineers Bench Mark 162/1 a distance of 7,083.5 feet more or less to the center line of Thompson's Creek; thence in a general Northeasterly direction along the center line of Thompson's Creek 7,128.5 feet more or less to a point in the line between

ACRES OF  
LAND  
OWNED

LEGAL DESCRIPTION

H'rights. 42, 43, 46, 47, 48 & 49: - (continued)

Sections 49 and 47, T4S-R2W; thence North 82 deg. 0 min. West along the line between Sections 49 and Sec. 47 and 48, T4S-R2W. 4,633.5 feet to the POINT OF BEGINNING.

848.40 Acs.

There is excepted from the above described tracts designated as SECOND, THIRD and FIFTH, four (4) parcels of land, totaling 157.08 acres, sold to (and leased back from) the Industrial District No. 1 of the Parish of West Feliciana, State of Louisiana, by Crown Zellerbach Corporation by agreement dated November 12, 1971, and recorded in COB 62, Pages 285-303, Document No. 10954, which four (4) parcels are more particularly described as follows:

PARCEL A:

A certain tract of land situated in Sections 48 and 49, T4S-R2W, West Feliciana Parish, Louisiana, containing 136.25 acres more or less and bounded as follows:

Starting at point on the line between Sections 48 and 49, and its intersection with "Division Line" outlined on map entitled "Survey of Certain Portions of Sections 42, 43, 46, 47, 48 and 49, T4S-R2W, West Feliciana Parish, Louisiana for Crown Zellerbach Corporation made by Associated Engineers, Registered Civil Engineers of Baton Rouge, Louisiana, and revised to show division line on May 24, 1957 and June 20, 1957" said point being located 2,703.8 feet North 82 deg. West of the corner common to Sections 47, 48 and 49, T4S-R2W. Then S 8 deg. West, 374.8 ft; thence S 69 deg. 24 min. W 3,229.17 ft. to point of beginning; thence N 20

LEGAL DESCRIPTIONACRES OF  
LAND  
OWNED

H'rights. 42, 43, 46, 47, 48 &amp; 49: - (continued)

deg. 36 min. W 2,835.78 ft.; thence S 69 deg. 24 min. W 2,000 ft.; thence S 6 deg. 34 min. E 412.31 ft.; thence S 20 deg. 36 min. E 2,435.78 ft.; thence N 69 deg. 24 min. E 2,100 ft. to point of beginning.

PARCEL B:

A certain tract of land situated in Section 49, T4S-R2W, West Feliciana Parish, Louisiana containing 6.66 acres more or less and bounded as follows:

Starting at point on the line between Sections 48 and 49 and its intersection with "Division Line" outlined on map entitled "Survey of Certain Portions of Sections 42, 43, 46, 47, 48 and 49, T4S-R2W, West Feliciana Parish, Louisiana for Crown Zellerbach Corporation made by Associated Engineers, Registered Civil Engineers of Baton Rouge, Louisiana, and revised to show division line on May 24, 1957 and June 20, 1957" said point being located 2,703.8 ft. N 82 deg. W of the corner common to Sections 47, 48 and 49, T4S-R2W. Then S 8 deg. W 374.8 ft; thence S 69 deg. 24 min. W 3,229.17 ft. to point of beginning; thence S 20 deg. 36 min. E 138.22 ft.; thence S 69 deg. 24 min. W 2,100 ft.; thence N 20 deg. 36 min. W 138.22 ft.; thence N 69 deg. 24 min. E 2,100 ft. to point of beginning.

PARCEL C:

A certain tract of land situated in Section 49, T4S-R2W, West Feliciana Parish, Louisiana, containing 11.38 acres more or less and bounded as follows:

LEGAL DESCRIPTIONACRES OF  
LAND  
OWNED

H'rights. 42, 43, 46, 47, 48 &amp; 49: - (continued)

Starting at point on the line between Sections 48 and 49 and its intersection with "Division Line" outlined on map entitled "Survey of Certain Portions of Sections 42, 43, 46, 47, 48 and 49, T4S-R2W, West Feliciana Parish, Louisiana, for Crown Zellerbach Corporation made by Associated Engineers, Registered Civil Engineers, Registered Civil Engineers of Baton Rouge, Louisiana and revised to show division line on May 24, 1957 and June 20, 1957" said point being located 2.703.8 feet N 82 deg. W of the corner common to Sections 47, 48 and 49, T4S-R2W. Then S 8 deg. W 374.8 ft.; thence S 69 deg. 24 min. W 839.67 ft.; thence S 20 deg. 36 min. E 138.22 ft. to point of beginning. Thence S 20 deg. 36 min. E 500 ft.; thence N 69 deg. 24 min. E 855.49 ft.; thence N 8 deg. 02 min. 25 sec. E 569.7 ft. ; thence S 69 deg. 24 min. W 1,128.55 ft to point of beginning.

PARCEL D:1

A certain strip of land situated in Section 49, T4S-R2W, West Feliciana Parish, Louisiana containing 2.79 acres more or less and bounded as follows:

Starting at point on the line between Sections 48 and 49 and its intersection with "Division Line" outlined on map entitled "Survey of Certain Portions of Sections 42, 43, 46, 47, 48 and 49, T4S-R2W, West Feliciana Parish, Louisiana, for Crown Zellerbach Corporation made by Associated Engineers, Registered Civil Engineers of Baton Rouge, Louisiana, and revised to show division line on May 24, 1957 and June 20, 1957" said point being

|                          |                                    |
|--------------------------|------------------------------------|
| <u>LEGAL DESCRIPTION</u> | <u>ACRES OF<br/>LAND<br/>OWNED</u> |
|--------------------------|------------------------------------|

H'rights. 42, 43, 46, 47; 48 & 49: - (continued)

located 2,703.8 ft. N 82 deg. W of the corner common to Sections 47, 48 and 49, T4S-R2W. Then S 8 deg. W 374.8 ft.; thence S 69 deg. 24 min. W 839.67 ft.; thence S 20 deg. 36 min. E 147.22 ft. to point of beginning. The strip of land starting at that point of beginning, being 18 ft. wide measuring 9 ft. parallel and to both sides of the following described line: From point of beginning bearing S 69 deg. 24 min. W a distance of 5,053.5 ft.; thence curve left thru a central angle of 83 deg. with a radius of 232.98 feet for a curve length of 337.51 ft. to a bearing of S 13 deg. 36 min. E, thence on bearing S 13 deg. 36 min. E 1,012.77 ft.; thence S 46 deg. 24 min. W 350± ft. to mean low water line.

Containing 157.08 Acs. in the four (4) parcels excepted.

(157.08)  
Acs.

TOTAL . . . . .

1,791.83  
Acs.

SUB TOTAL . . . . .

1,793.82  
Acs.

BEING the same property conveyed to James River II, Inc. by deed dated April 24, 1988 from James River Corporation of Virginia, recorded May 6, 1988 in the West Feliciana Parish, Louisiana Clerk's Office as Instrument 38031. Pursuant to Articles of Merger effective December 27, 1992, filed September 10, 1993, aforesaid Clerk's Office as Instrument No. 48554, James River II, Inc. merged with and into James River Paper Company, Inc., the surviving corporation.

ACRES OF  
LAND  
OWNED

LEGAL DESCRIPTION

H'rights. 42, 43, 46, 47, 48 & 49: - (continued)

ALSO less and except 3.01 acres conveyed to CeeZee Employees Federal Credit Union by James River Paper Company, Inc., by Act of Donation dated January 22, 1993 filed in the West Feliciana Parish, Louisiana Clerk's Office as original #47,259, more fully described as follows:

Commencing at a point being the intersection of the northwesterly property line of the property of James River Paper Company, Inc. with the southerly right-of-way limits of the Illinois Central Railroad Company; thence south  $0^{\circ} 01' 12''$  East a distance of 743.36 feet to a point; thence South  $82^{\circ} 01' 29''$  East a distance of 413.59 feet to a point; thence south  $4^{\circ} 30' 38''$  East a distance of 1172.11 feet to a point of beginning being on the easterly right-of-way limits of Louisiana State Highway No. 964; thence south  $60^{\circ} 42' 15''$  East a distance of 360.00 feet to a point; thence south  $24^{\circ} 57' 58''$  West a distance of 360.00 feet to a point; thence North  $60^{\circ} 42' 15''$  West a distance of 360.00 feet to a point being on the easterly right-of-way limits of Louisiana State Highway No. 964; thence northeasterly along a curve having a radius of 1892.02 feet a distance of 360.55 feet to the point of beginning. Said parcel of land described above is designated as lot CU and is bound as follows: northerly, easterly and southerly by property of James River Paper Company, Inc.; and westerly by the easterly right-of-way limits of Louisiana State Highway No. 964.



JRP-WEST FELICIANA PARISH, LA

LEGAL DESCRIPTION

ACRES OF  
LAND  
OWNED

H'rights. 42, 43, 46, 47, 48 & 49: - (continued)

Containing 3.01 acres of land more or less  
and located in Section 43, Township 4 South -  
Range 2 West, West Feliciana Parish, Louisiana.

GRAND TOTAL . . . . .

1,790.81  
ACS.

52814  
FILED FOR RECORD  
AT 12:25 PM

SEP 06 1995  
BY *Deanna A. Whitfield*  
DEPUTY CLERK OF COURT

RECORDED IN *(cont)* BOOK 125  
DATE *9-27* 1995 PAGE 288

*J. L. Miller*  
DEPUTY CLERK AND RECORDER

7762U:VR\COMMPAPR\DESCRIPS\FELICIA2.LES

52814

**STATE OF LOUISIANA****WEST FELICIANA PARISH****BILL OF SALE AND SERVITUDE**

This Bill of Sale and Servitude (hereinafter referred to as "agreement") is between Crown Paper Co., d.b.a. Crown Vantage, (formerly James River Corporation or James River Paper Company, Inc. with respect to the subject matter of this agreement), a Virginia corporation, 300 Lakeside Dr., Oakland, CA 94612 (Crown Vantage), and Mid Louisiana Gas Company, a Delaware corporation, P. O. Box 5008, Fairbanks, LA 71240 (Mid La), for the assignment of a natural gas pipeline and the granting of a pipeline servitude, as follows:

**1. DESCRIPTION**

Crown Vantage owns the segment of 8" and 10" natural gas pipeline shown on Exhibit A between the points designated as "BEGIN ACQUISITION" and "END ACQUISITION" (the "pipeline"), located on lands owned by Crown Vantage in Sections 46, 47 and 48, T 4 S - R 2 W, West Feliciana Parish, Louisiana. The pipeline connects the Crown Vantage St. Francisville mill (the "mill") facilities to the Mid La natural gas transmission line. The pipeline begins at the West Header on the bank of Thompson Creek and ends at the pipeline connection to the Meter Station at the mill. In accordance with the Natural Gas Sales Agreement dated as of March 1, 1993, (Gas Contract) between Mid La and James River Paper Company, Inc. (now Crown Vantage), Mid La agreed to make certain repairs to the pipeline in return for the conveyance of all of Crown Vantage's interest in the pipeline and the necessary easements to operate and maintain the pipeline. Crown Vantage

acknowledges that Mid La has satisfactorily completed all necessary repairs to the pipeline in accordance with the Gas Contract, and that Mid La is now entitled to an assignment, without warranty of title, conveying ownership of the pipeline and the necessary servitude and right of way to operate and maintain the pipeline.

## 2. CONVEYANCE OF PIPELINE

In consideration for \$100 and other valuable consideration (including but not limited to the pipeline repairs which have been satisfactorily completed), Crown Vantage hereby quitclaims, transfers, conveys and assigns all of its right, title and interest in the above described pipeline to Mid La. This conveyance shall include a conveyance of the 8" and 10" pipe, and all valves, facilities, equipment and appurtenances of any nature that are used in connection with operation of the pipeline. This conveyance of the pipeline and servitude is made without any warranty of title, express or implied. To the extent that the pipeline is covered by a mortgage granted by Crown Vantage on other property along with the pipeline, Crown Vantage agrees that (1) upon the request of Mid La, it will seek to have the mortgage canceled and released in part as to the pipeline and servitude granted herein and (2) until the pipeline and servitude are released from the mortgage, to indemnify, defend and hold Mid La harmless from any claim or demand of the mortgage holder.

## 3. GRANT OF SERVITUDE

For the consideration specified above, Crown Vantage hereby grants unto Mid La, or its successors and assigns, a servitude and right of way (called the "servitude") across the lands shown on Exhibit A, to the extent necessary for (1) transporting natural gas and other hydrocarbons, liquids, gases or substances that may be transported as a component part of natural gas, through the pipeline

described above, (2) maintenance, repair, replacement, alteration, removal and operation of the pipeline and all facilities or appurtenances (including but not limited to power lines, telephone lines, gauges, valves, tie-overs, Cathodic Protection equipment or housing for any appurtenances, facilities or equipment) used in connection with the pipeline, (3) the rights of ingress and egress along the pipeline or existing trails and roads, for operation, maintenance, repair, construction, replacement and removal, and (4) the construction and laying of any replacement pipeline and other facilities or appurtenances needed to transport natural gas and other hydrocarbon, liquid, gases or substances which may be transported as a component part of natural gas from the Mid La transmission pipeline to the mill. The servitude shall not exceed Twenty (20) feet in width, with the pipeline in the middle, except that additional acreage may be used during limited times when required for maintenance, repair, construction, replacement, removal or other necessary work in connection with operation of the pipeline.

Mid La's operation and use (including without limitation maintenance, repair, construction, replacement, removal or other necessary work) of the pipeline must be conducted in a manner that does not unreasonably interfere with operation of the mill. Mid La agrees to comply with all of the mill security and safety rules and regulations that are provided in writing to Mid La. Crown Vantage agrees to give Mid La written notice of any new or amended rules or regulations. Mid La shall prudently operate and use the pipeline and all facilities in accordance with normal industry standards and as required by law. Crown Vantage shall have no liability for operation and use of the pipeline, and Mid La shall indemnify, defend and hold Crown Vantage harmless from any costs, expense, obligation or liability that arises from ownership, operation or use of the pipeline, except to the extent caused by the sole negligence or willful misconduct of Crown Vantage.

#### 4. NO TRANSFER OF FEE OR MINERAL RIGHTS

The servitude granted herein shall not vest or convey to Mid La any right, title or interest in ownership of the lands or mineral rights. Crown Vantage shall be free to grant any mineral lease or to sell, exchange, lease or make other conveyance of the property without the consent of Mid La, provided that any such sale, exchange, lease (including mineral leases) or other conveyance shall be made subject to the rights of Mid La under this agreement and shall not reduce or abridge the rights of Mid La.

#### 5. TERMINATION OF SERVITUDE

This servitude shall terminate when Mid La, or its successors or assigns, have ceased using the rights granted hereunder for transporting natural gas or other hydrocarbons for a period of two (2) consecutive years. Upon termination of the servitude Mid La shall have the right, for a period of six months after termination, to remove all associated pipe and related equipment, facilities, appurtenances. Any pipe, equipment, facilities or appurtenances not removed by Mid La within six months after termination shall become ipso facto the property of Crown Vantage, or its successors or assigns in the lands covering the servitude.

#### 6. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the successors and assigns of the parties.

7. EFFECTIVE DATE

This agreement and all conveyances shall be effective as of March 1, 1993.

SIGNED this \_\_\_\_ day of February, 1996.

WITNESSES:

Jerry A Lawrence  
Duane J Johnson

Jan E. Rexwinkle  
Jan E. Rexwinkle

CROWN PAPER COMPANY  
d.b.a. CROWN VANTAGE

BY:

Charles S. Velt

MID LOUISIANA GAS COMPANY

BY:

Steven E. Rexwinkle  
Steven E. Rexwinkle  
Vice President - Transportation Services

## ACKNOWLEDGMENT

STATE OF LOUISIANACOUNTY/PARISH OF West Feliciana

BEFORE ME, the undersigned Notary Public, on this day personally appeared C.W. VOLLMER who, by me duly sworn, stated under oath that he is the Resident mgr / VP of Crown Paper Co., d.b.a. Crown Vantage, and as corporate officer, has authority to sign the foregoing instrument.

SWORN TO AND SUBSCRIBED before me on this 21<sup>st</sup> day of February, 1996.

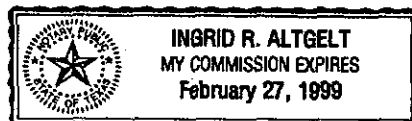
  
 NOTARY PUBLIC

## ACKNOWLEDGMENT

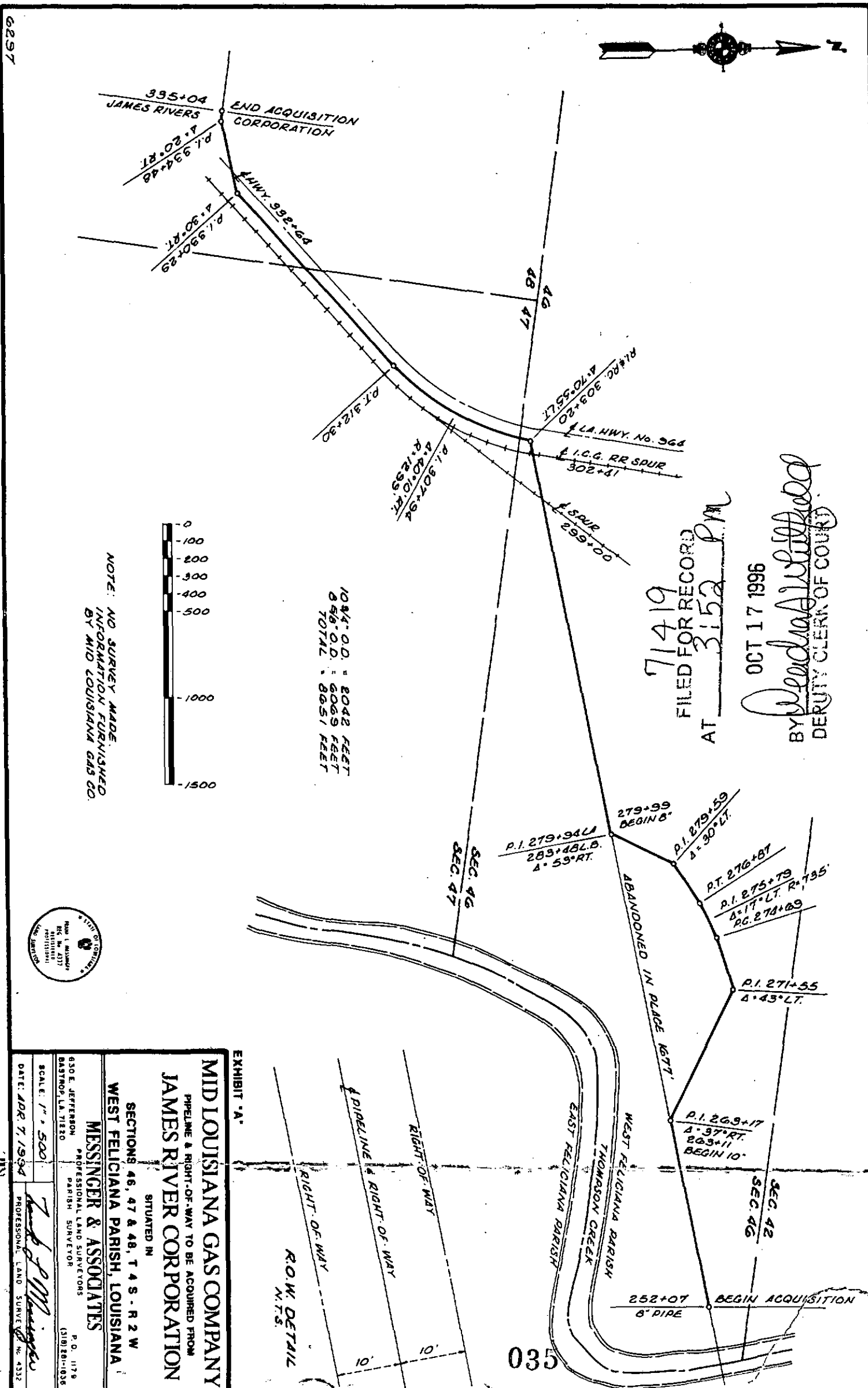
STATE OF TexasCOUNTY/PARISH OF Harris

BEFORE ME, the undersigned Notary Public, on this day personally appeared Steven E. Rexwinkle who, by me duly sworn, stated under oath that he is the Vice President of Transportation Services for Mid Louisiana Gas Company, and as corporate officer, has authority to sign the foregoing instrument.

SWORN TO AND SUBSCRIBED before me on this 28<sup>th</sup> day of February, 1996.

  
 NOTARY PUBLIC


C:\WP61\GENERAL\MEDIA\VA55091.JR



NOTE: NO SURVEY MADE. INFORMATION FURNISHED BY MID LOUISIANA GAS CO.

1094' O.D. = 8042 FEET  
846' O.D. = 6069 FEET  
TOTAL = 8951 FEET

71419  
FILED FOR RECORD  
AT 3:52 PM  
OCT 17 1996  
BY *[Signature]*  
DERUTY CLERK OF COURT



**EXHIBIT 'A'**

**MID LOUISIANA GAS COMPANY**  
PIPELINE & RIGHT-OF-WAY TO BE ACQUIRED FROM  
**JAMES RIVER CORPORATION**

SITUATED IN  
SECTIONS 46, 47 & 48, T 4 S. R 2 W  
WEST FELICIANA PARISH, LOUISIANA

**MESSINGER & ASSOCIATES**  
PROFESSIONAL LAND SURVEYORS  
BASTROP, LA 71220  
P. O. 1179  
(504) 821-0356

SCALE: 1" = 500'  
DATE: APR 7, 1994  
Professional Land Surveyor No. 4332  
*[Signature]*

B-1476

71419

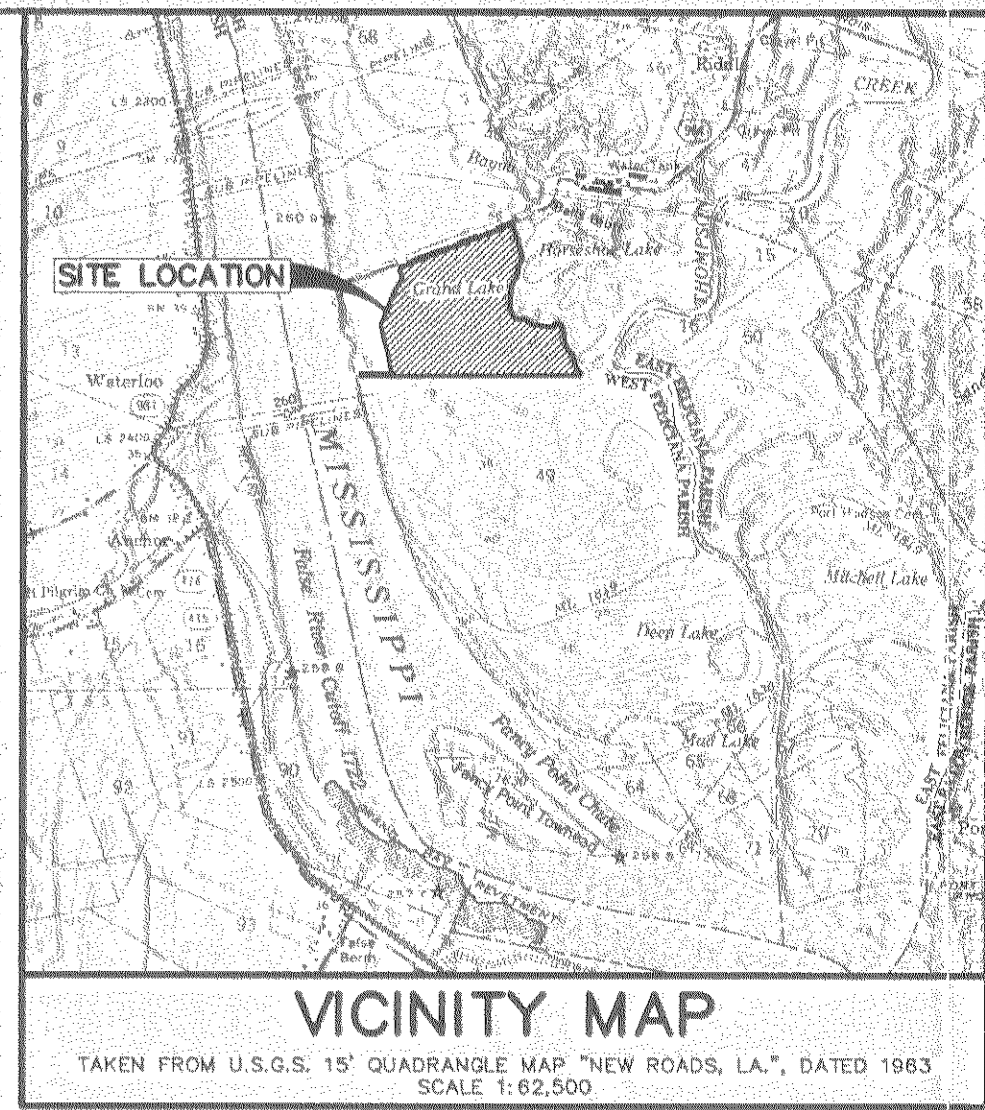
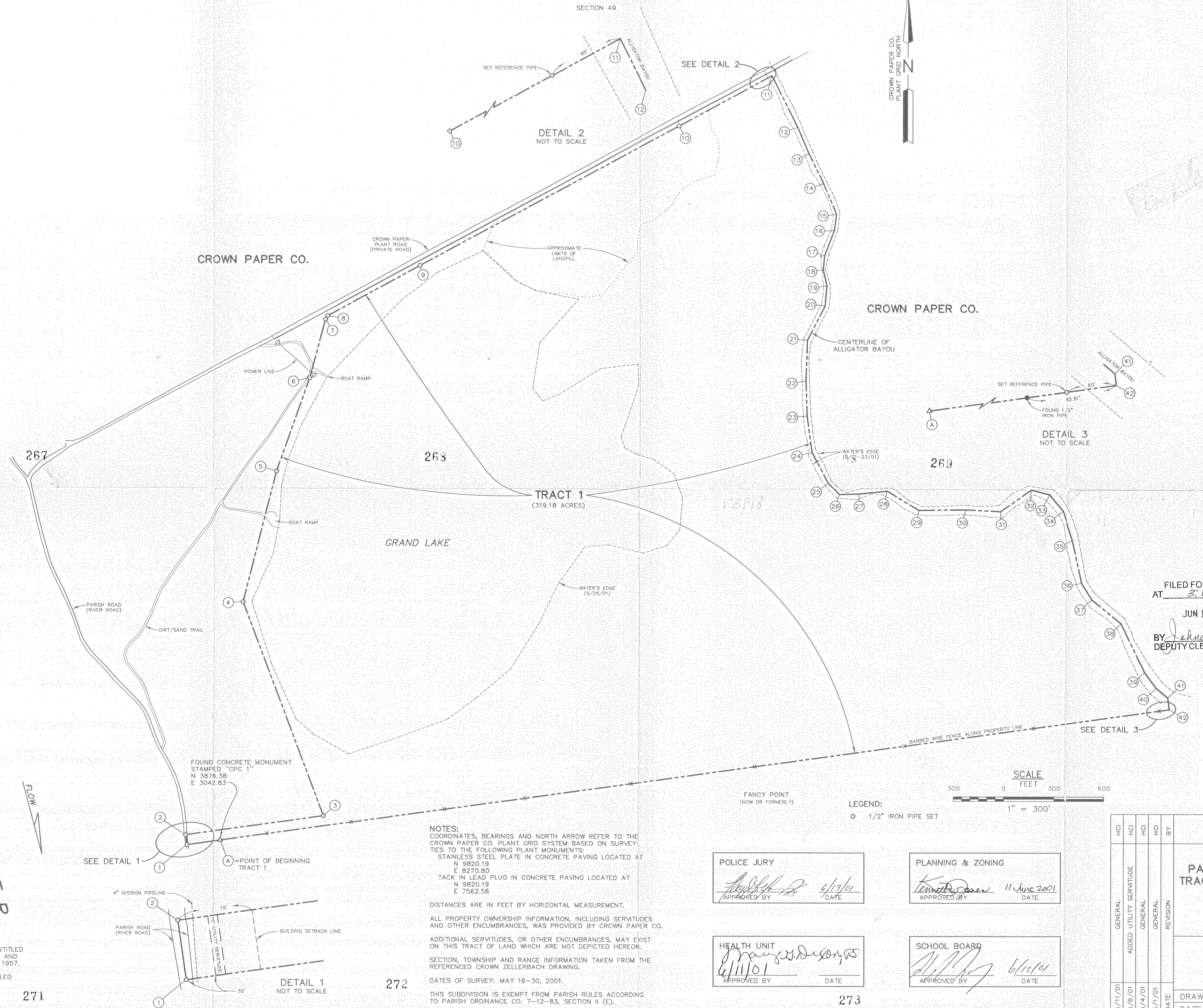
EXHIBIT A



WEST FELICIANA PARISH, LOUISIANA  
T-4-S R-2-W

**TRACT 1  
TABULATION OF  
BEARINGS AND DISTANCES**

| POINT | BEARING         | DISTANCE | NORTH   | EAST    |
|-------|-----------------|----------|---------|---------|
| A     | S 82° 04' 25" W | 201.08'  | 3876.38 | 3042.83 |
| 1     | N 08° 12' 03" W | 60.00'   | 3908.65 | 2843.87 |
| 2     | N 82° 04' 25" E | 832.17'  | 3908.04 | 2835.11 |
| 3     | N 20° 33' 01" W | 1387.70' | 4022.79 | 3659.33 |
| 4     | N 14° 12' 36" E | 810.00'  | 5303.46 | 3178.23 |
| 5     | N 19° 33' 16" E | 592.47'  | 6088.68 | 3378.07 |
| 6     | N 14° 58' 38" E | 364.29'  | 6646.97 | 3578.52 |
| 7     | N 32° 05' 59" E | 25.17'   | 6998.89 | 3670.57 |
| 8     | N 61° 12' 45" E | 627.96'  | 7020.21 | 3683.89 |
| 9     | N 61° 32' 12" E | 1759.80' | 7322.61 | 4234.24 |
| 10    | N 61° 17' 09" E | 630.02'  | 8161.33 | 5781.32 |
| 11    | S 26° 29' 17" E | 345.59'  | 8464.02 | 6333.86 |
| 12    | S 23° 08' 47" E | 171.16'  | 8154.71 | 6488.00 |
| 13    | S 28° 11' 22" E | 199.54'  | 7997.29 | 6555.19 |
| 14    | S 22° 58' 16" E | 200.11'  | 7818.23 | 6643.25 |
| 15    | S 07° 41' 58" W | 98.78'   | 7633.99 | 6721.35 |
| 16    | S 20° 52' 05" W | 162.31'  | 7538.12 | 6708.12 |
| 17    | S 05° 53' 07" W | 84.14'   | 7384.46 | 6690.30 |
| 18    | S 13° 19' 28" E | 98.32'   | 7300.76 | 6641.68 |
| 19    | S 04° 52' 08" W | 121.96'  | 7205.09 | 6664.34 |
| 20    | S 28° 59' 19" W | 232.22'  | 7085.56 | 6653.98 |
| 21    | S 01° 54' 50" W | 244.94'  | 6876.63 | 6548.80 |
| 22    | S 02° 08' 03" E | 207.48'  | 6631.83 | 6540.42 |
| 23    | S 07° 36' 22" E | 219.12'  | 6424.49 | 6548.02 |
| 24    | S 27° 58' 18" E | 209.26'  | 6207.30 | 6577.03 |
| 25    | S 43° 47' 53" E | 95.91'   | 6022.43 | 6675.07 |
| 26    | N 88° 32' 07" E | 118.42'  | 5953.21 | 6741.45 |
| 27    | N 84° 22' 21" E | 170.42'  | 5956.18 | 6857.83 |
| 28    | S 59° 03' 25" E | 220.65'  | 5972.89 | 7027.43 |
| 29    | N 89° 23' 55" E | 279.78'  | 5859.44 | 7216.68 |
| 30    | S 87° 03' 56" E | 206.35'  | 5882.37 | 7496.45 |
| 31    | N 54° 55' 16" E | 224.79'  | 5851.81 | 7702.53 |
| 32    | S 75° 52' 08" E | 112.15'  | 5981.00 | 7888.49 |
| 33    | S 40° 04' 32" E | 127.83'  | 5953.62 | 7995.24 |
| 34    | S 17° 42' 13" E | 185.04'  | 5855.80 | 8077.54 |
| 35    | S 12° 19' 43" E | 282.99'  | 5679.53 | 8133.81 |
| 36    | S 31° 35' 49" E | 116.78'  | 5422.60 | 8189.96 |
| 37    | S 50° 50' 09" E | 225.70'  | 5323.15 | 8251.14 |
| 38    | S 20° 36' 52" E | 324.51'  | 5180.61 | 8428.13 |
| 39    | S 38° 48' 08" E | 116.68'  | 4887.99 | 8568.43 |
| 40    | S 48° 52' 04" E | 87.82'   | 4762.82 | 8637.63 |
| 41    | S 07° 18' 47" E | 70.86'   | 4736.22 | 8704.77 |
| 42    | S 82° 04' 25" W | 5725.61' | 4665.93 | 8713.75 |
| A     |                 |          |         |         |



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MISSISSIPPI RIVER

**REFERENCES:**  
HYDRO FIELD BOOK NOS. 850, 873 & 874.  
CROWN ZELLERBACH CORPORATION DRAWING ENTITLED "PROPERTY MAP SHOWING PROPERTY DIVISIONS AND RIGHT-OF-WAY SERVITUDES" DATED SEPT. 18, 1957.  
CROWN VANTAGE CORPORATION DRAWING ENTITLED "SURVEY LAYOUT" DATED APRIL 17, 1996.

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**NOTES:**  
COORDINATES, BEARINGS AND NORTH ARROW REFER TO THE CROWN PAPER CO. PLANT GRID SYSTEM BASED ON SURVEY TIES TO THE FOLLOWING PLANT MONUMENTS:  
STAINLESS STEEL PLATE IN CONCRETE PAVING LOCATED AT N 9820.19 E 8270.80  
TACK IN LEAD PLUG IN CONCRETE PAVING LOCATED AT N 9820.19 E 7562.56  
DISTANCES ARE IN FEET BY HORIZONTAL MEASUREMENT.  
ALL PROPERTY OWNERSHIP INFORMATION, INCLUDING SERVITUDES AND OTHER ENCUMBRANCES, WAS PROVIDED BY CROWN PAPER CO.  
ADDITIONAL SERVITUDES, OR OTHER ENCUMBRANCES, MAY EXIST ON THIS TRACT OF LAND WHICH ARE NOT DEPICTED HEREON.  
SECTION, TOWNSHIP AND RANGE INFORMATION TAKEN FROM THE REFERENCED CROWN ZELLERBACH DRAWING.  
DATES OF SURVEY: MAY 16-30, 2001.  
THIS SUBDIVISION IS EXEMPT FROM PARISH RULES ACCORDING TO PARISH ORDINANCE CO. 7-12-83, SECTION II (E).

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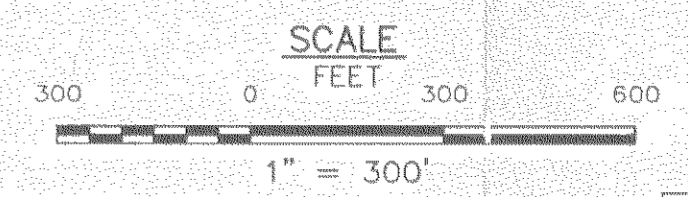
**POLICE JURY**  
APPROVED BY [Signature] DATE 6/13/01

**PLANNING & ZONING**  
APPROVED BY [Signature] DATE 11 June 2001

**HEALTH UNIT**  
APPROVED BY [Signature] DATE 6/11/01

**SCHOOL BOARD**  
APPROVED BY [Signature] DATE 6/11/01

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FILED FOR RECORD  
AT 3:12 P M  
JUN 19 2001  
BY [Signature]  
DEPUTY CLERK OF COURT



THIS DRAWING WAS PREPARED SOLELY FOR USE BY CROWN PAPER CO. IN CONJUNCTION WITH THE SPECIFIC PROJECT DESIGNATED IN THE TITLE BLOCK. USE FOR ANY OTHER PURPOSE, OR USE BY ANY OTHER PARTY, SHALL BE AT USER'S SOLE RISK WITHOUT ANY LIABILITY TO HYDRO CONSULTANTS, INC.  
THIS DRAWING IS THE PROPERTY OF HYDRO CONSULTANTS, INC. AND ANY REVISIONS MADE WITHOUT THE WRITTEN AUTHORIZATION OF THE SUPERVISING PROFESSIONAL WILL VOID THE SEAL WHICH HE HAS PLACED HEREON.  
THIS DRAWING DEPICTS THE RESULTS OF A SURVEY, PERFORMED UNDER THE SUPERVISION OF THE PROFESSIONAL LAND SURVEYOR WHOSE SEAL APPEARS HEREON, WHICH COMPLIES WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, (CLASS A), TITLE 46, PART LXI, CHAPTER 25, LOUISIANA ADMINISTRATIVE CODE (SECTION 2501, ET SEQ.)

| GENERAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |     | ADDED UTILITY SERVITUDE |     | GENERAL |     | REVISION |     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------------|-----|---------|-----|----------|-----|
| DATE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | BY  | DATE                    | BY  | DATE    | BY  | DATE     | BY  |
| 6/11/01                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | DRD | 6/6/01                  | HCI | 6/4/01  | HCI | 6/1/01   | HCI |
| <b>CROWN PAPER CO.</b><br>2105 LOUISIANA HIGHWAY 964<br>ST. FRANCISVILLE, LOUISIANA, 70775<br><br><b>PARTITION PLAT FOR SALE OF 319.18 ACRE TRACT FROM PROPERTY OF CROWN PAPER CO. IN WEST FELICIANA PARISH, LA.</b><br><br>274<br>WEST FELICIANA PARISH, LOUISIANA<br><br><b>Hydro Consultants, inc.</b><br>PROFESSIONAL SURVEYORS, ENGINEERS & MAPPERS<br>BATON ROUGE, LOUISIANA<br><br>DRAWN DRD      CHECKED WAM      APPROVED CAM<br>DATE MAY 31, 2001      DWG. NO. C30-125-01 |     |                         |     |         |     |          |     |

81937



Act of Sale \* United States of America  
 \*  
 By \* State of Louisiana  
 \*  
 Crown Paper Co. \* Parish of West Feliciana  
 \*  
 To \* and  
 \*  
 Tembec USA LLC \* State of Louisiana  
 \*  
 \* Parish of West Feliciana  
 \*  
 \* \* \* \* \*

Be it known, that on this 14th day of June, 2001;

Before me, the undersigned Notary Public, duly commissioned and qualified within and for the State of Louisiana, Parish of East Feliciana, and in the presence of the undersigned competent witnesses, personally came and appeared:

**Crown Paper Co.** (sometimes doing business as "Crown Vantage") (the "**Seller**"), a Virginia corporation, duly qualified as a foreign corporation with the Louisiana Secretary of State, which has a mailing address of 4445 Lake Forest Drive, Cincinnati, Ohio 45242, and a taxpayer identification number of 54-1752385, appearing herein by Robert A. Olah, its President and Chief Executive Officer, duly authorized by resolutions of its board of directors, a certified copy of which is attached hereto as **Exhibit B-1**, and by order of Judge Randall J. Newsome of the United States Bankruptcy Court for the Northern District of California entered on June 15, 2001, Case No. 00-41584N, a certified copy of which is attached hereto as **Exhibit B-2** and made a part hereof.

Be it known, that on this 14th day of June, 2001;

Before me, the undersigned Notary Public, duly commissioned and qualified within and for the State of Louisiana, Parish of East Feliciana, and in the presence of the undersigned competent witnesses, personally came and appeared:

**Tembec USA LLC** (the "**Buyer**"), a Delaware limited liability company, duly qualified as a foreign limited liability company with the Louisiana Secretary of State, which has a mailing address of 2105 Louisiana Highway 964, St. Francisville, Louisiana 70775, and a taxpayer identification number of 72-1505386, appearing herein through Thomas W. LaBerge, its duly authorized representative.

31000

The Seller and the Buyer, after being duly sworn, declared as follows.

The Seller does hereby sell, convey, grant, bargain, transfer, assign, set over, abandon and deliver unto the Buyer, with full warranty of title and with full substitution and subrogation to all rights and actions of warranty the Seller has or may have, the immovable property located in West Feliciana Parish, Louisiana, which is more particularly described on Exhibit A, which is attached hereto and made a part hereof, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances, advantages, riparian rights, bature and alluvian pertaining thereto (the "Property").

A survey of the Property by Fontcuberta Surveys Incorporated, dated June 14, 2001, is attached hereto and made a part here of as Exhibit C.

To have and to hold the Property unto the Buyer, its successors and assigns, forever.

This sale of the Property is made for and in consideration of the price of \$44,100,000 cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Seller and for which the Seller grants full acquittance and discharge.

All parties signing this act of sale, either as parties or as witnesses, have declared themselves to be of full legal capacity.

All agreements and stipulations, and all of the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties.

The parties waive the production of mortgage and conveyance certificates and tax researches and relieve and release the undersigned Notary from any liability in connection therewith.

All taxes assessed against the Property for the year 2001 have been prorated as of the date of this sale. Pursuant to La. R.S. § 9:2721(B), the Buyer is responsible for all property taxes and assessments from and after the year 2002. The address to which property tax and assessment notices are to be mailed is 2105 Louisiana Highway 964, St. Francisville, Louisiana 70775.

The parties declare that, although they have signed this Act of Sale on the dates set forth above, they intend it to be effective as of June 18, 2001.

Thus done and signed by the Seller at my office in the City of St. Francisville, State of Louisiana, on the date hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

Witnesses:

[Signature]  
[Signature]

**CROWN PAPER CO.**

By: [Signature]  
Robert A. Olah  
President and Chief Executive Officer

[Signature]  
Notary Public  
EAST FELICIANA Parish, Louisiana  
My commission expires: WITH LIFE

Thus done and signed by the Buyer at my office in the City of St. Francisville, State of Louisiana, on the date hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

Witnesses:

[Signature]  
[Signature]

**TEMBEC USA LLC**

By: [Signature]  
Thomas W. LaBerge  
Duly Authorized Representative

[Signature]  
Notary Public  
EAST FELICIANA Parish/County, LOUISIANA  
My commission expires: WITH LIFE

**EXHIBIT A**

**Legal Description**

**EXHIBIT A**  
**ACT OF SALE**  
**(West Feliciana Parish, Louisiana)**

**Legal Description****Acres Of Land Owned****Township 4 South, Range 2 West**

Headrights 42, 43, 46, 47, 48 &amp; 49:

First:

A certain tract or parcel of land situated in Sections 42 & 43, T4S, R2W, situated in the Parish of West Feliciana, Louisiana, as shown on map made by Associated Engineers of Baton Rouge, Louisiana, dated 4/15/57, within the following described boundaries, to-wit:

Commencing at the SE corner of Section 44, T4S, R2W; thence S 08° 00' W 736.2 feet; thence S 82° 00' E 2,843.9 feet to the Point of Beginning. Thence from said Point of Beginning run N 743.4 feet to a point on the southerly edge of Illinois Central Railroad right of way where it is intersected by the South boundary of Section 44, extended S 82° 00' E; thence along the edge of said Illinois Central Railroad right of way in a southeasterly direction 5,963.4 feet, more or less, to the center of Thompson's Creek; thence along the center of Thompson's Creek S 15° 32' E 245.2 feet to the South boundary of Section 42, T4S, R2W; thence along the South boundary of Sections 42 and 43, T4S, R2W, N 82° 00' W 5,037.7 feet; thence N 08° 00' E 1,104.1 feet; thence N 82° 00' W 557.2 feet to the Point of Beginning, containing 79.1 acres, more or less.

79.10 Acres

Second:

A certain parcel or tract of land containing 118.80 acres, more or less, lying in and comprising a part of Section 48, T4S, R2W, St. Helena Meridian, West Feliciana Parish, Louisiana, with the improvements thereon, and all rights, ways, privileges, prescriptions and advantages, and all riparian rights, accretions, alluvion, batture and batture rights thereunto belonging or in anywise appertaining, which said tract is bounded as follows:

On the upper or northerly side by the lands of Lucie C. Lorio, on the easterly side by lands of Crown Zellerbach Corporation that formerly comprised a portion of Mount Vernon Plantation, on the Southern side by lands of Texas Eastern Transmission Corporation and lands of Crown Zellerbach Corporation that formerly comprised a part of Fancy Point Plantation, and on the westerly side by the Mississippi River. The said tract is being more particularly described as:

Commencing at the SE corner of Section 48, T4S, R2W, St. Helena Meridian, and run thence N 82° 00' W along the South line of said Section 48 a distance of 3,575.38 feet to a point in the western boundary of lands of Crown Zellerbach Corporation that formerly comprised a part of Mount Vernon Plantation and the SE corner of the tract herein described; thence along the westerly boundary of said Mount Vernon Plantation N 23° 50' E 54.1 feet; thence N 12° 18' W 70.7 feet; thence N 47° 13' W 176.7 feet; thence N 07° 29' W 136.3 feet; thence N 16° 43' E 138.6 feet; thence N 24° 38' W 183.4 feet; thence N 61° 43' W 104.8 feet; thence N 20° 28' W 100.7 feet; thence N 04° 10' W 152 feet; thence N 43° 31' E 103.7 feet to the NE corner of the tract herein described and the SE corner of the lands of Lucie C. Lorio; thence N 82° 00' W along the southerly boundary of the said Lorio tract and the northerly boundary of the tract herein described a distance of 5,602.3 feet to the Mississippi River and the NW corner of the tract herein described; thence in a southerly direction along the left descending bank of the Mississippi River a distance of 510 feet, more or less, to the SW corner of said Section 48, T4S, R2W, and the SW corner of the tract herein described; thence S 63° 30' E 925 feet; thence N 76° 02' E 569 feet; thence S 13° 58' E 300 feet; thence S 76° 02' W 200 feet to a point on the South line of said Section 48; thence S 63° 30' E 269 feet; thence S 82° 00' E 4,204.7 feet to the Point of Beginning, containing 118.8 acres, more or less.

LESS AND EXCEPT:

20.44 acres of land, being all that part of a 22.59 acre tract of land lying in Sections 48 and 49, T4S, R2W, Greensburg Land District, West Feliciana Parish, Louisiana, which lies in Section 48, and said 22.59 acres being more particularly described as follows:

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Begin at a point on the line between said Section 48 and 49, said point being the most westerly corner of that certain 2.648 acre tract owned by Texas Eastern Transmission Corporation and as recorded in Notarial Record Book 49, Page 409 of the records of said Parish; thence along the line between said Sections N 63° 30' W 320 feet to a point; thence leaving the section line and running with the most northerly line of that certain permanent right of way as described in Notarial Record Book 49, Page 561 of the records of said Parish, S 76° 02' W 468 feet, more or less, to the approximate mean low water line of the Mississippi River; thence in a northwesterly direction along said mean low water line 910 feet, more or less, to the northerly property line of Crown Zellerbach Corporation; thence along said northerly line S 92° 00' E 1,377 feet, more or less, to a point; thence leaving said northerly property line, S 13° 58' E 605 feet to the most northerly corner of the aforementioned 2.648 acre tract; thence with the most northerly line of said tract, S 76° 02' W 569 feet to the Point of Beginning.

98.35 Acres

Third:

A certain tract or parcel of land in the Parish of West Feliciana, State of Louisiana, containing 282.40 acres, more or less, lying in and comprising a portion of Section 49, T4S, R2W, together with all the buildings and improvements thereon, and all the rights, ways, privileges, prescriptions, advantages, and all riparian rights, accretions, alluvion, bature and bature rights thereunto belonging or in anywise appertaining, the said tract being all that part of FANCY POINT PLANTATION that is bounded on the upper northerly side by lands of Mrs. Margaret Ford Daniel and Robert Harrison Daniel and lands of Crown Zellerbach Corporation, on the easterly and southerly sides by Fancy Point Plantation, the lands of previous Vendors, and on the westerly side by the Mississippi River, the said tract being more particularly described as follows:

Beginning at the intersection of the northerly boundary of Fancy Point Plantation, the same being the line between Sections 48 and 49, T4S, R2W, with the easterly edge of the Mississippi River; thence along the line between Sections 48 and 49, T4S, R2W, 63° 30' E 1,670 feet; thence continuing along the line between Sections 48 and 49, T4S, R2W, S 82° 00' E 5,077 feet to a stake; thence S 08° 00' W 374.8 feet to a stake; thence S 69° 24' W 6,350 feet, more or less, to the Mississippi River; thence in a northerly direction along the Mississippi River 4,100 feet, more or less, to the Point of Beginning, containing 282.40 acres, more or less.

LESS AND EXCEPT:

2.15 acres of land, being all that part of the 22.59 acre tract of land lying in Sections 48 and 49, T4S, R2W, Greensburg Land District, West Feliciana Parish, Louisiana, which lies in Section 49, and said 22.59 acre tract being hereinabove described as an exception under "Second:" (the description of the 118.80 acre tract hereinabove described).

280.25 Acres

Fourth:

A certain piece or parcel or tract of land situated in the Parish of West Feliciana, State of Louisiana, containing 642.80 acres, more or less, lying in and comprising all or portions of Sections 43, 46, 47 and 48, T4S, R2W, together with the improvements thereon and all rights, ways, privileges, prescriptions and advantages, and all riparian rights, accretions, alluvions, bature and bature rights thereunto belonging or in anywise appertaining, the said tract being all that part of the Mount Vernon Plantation that is bounded as follows:

On the upper or northerly side by lands of Mrs. Martha E. Riddle Lapeze, et al and the remaining portion of Mount Vernon Plantation, on the easterly side by the center line of Thompson's Creek, on the southerly side by Fancy Point Plantation lands of Mrs. Kathleen Byrne Matthews, et al and on the westerly side by lands of Mrs. Margaret Ford Daniel, et al and lands of heirs of Mrs. A. G. Lorio, et al and is particularly described as follows:

Commencing at the SE corner of Section 44, T4S, R2W; thence S 08° 00' W 736.2 feet; thence S 82° 00' E 3,057.5 feet to the Point of Beginning. Thence from said Point of Beginning run S 08° 00' W 1,104.1 feet to a point on the line between Sections 43 and 46, T4S, R2W, 50 feet west of the center of a gravel road; thence S 08° 00' W 1,851.2 feet to a point on the line between Sections 46 and 47, T4S, R2W; thence S 87° 54' W 5,498.6 feet to a point on the southerly edge of the Texas Eastern Transmission Corp. Pipe Line right of way; thence along the southerly edge of said Texas Eastern Transmission Corp. Pipe Line right of way S 83° 06' W 1,000 feet to the toe of bluff the western boundary of Mount Vernon Plantation, thence along the toe of bluff, western boundary of Mount Vernon Plantation, in a general southeasterly direction 2,033.6 feet, more or less, to the southerly boundary of Section 48, T4S, R2W; thence along the southerly boundary of

Section 48, T4S, R2W, S 82° 00' E 5,506.8 feet, more or less, to the center of Thompson's Creek; thence along the center of Thompson's Creek in a general northeasterly direction 8,959 feet, more or less, to the line between Sections 42 and 46, T4S, R2W; thence along the line between Sections 42 and 46 and Sections 43 and 46, T4S, R2W, N 82° 00' W 5,037.7 feet; thence N 08° 00' E 1,104.1 feet; thence N 82° 00' W 143.6 feet to the Point of Beginning, containing 642.8 acres.

642.80 Acres

Fifth:

A certain tract or parcel of land situated in the Parishes of West Feliciana and East Feliciana, Louisiana, in T4S, R2W, containing 848.40 acres, more or less, together with all the buildings and improvements thereon and all rights, ways, privileges, prescriptions and advantages, and all riparian rights, accretions, alluvions, batture and batture rights thereunto belonging or in anywise appertaining, the said tract being all that part of FANCY POINT PLANTATION that is bounded on the upper or northerly side by portions of Fancy Point Plantation and Mount Vernon Plantation, lands of Crown Zellerbach Corporation, on the easterly side by the center line of Thompson's Creek, on the southerly side by the remaining portion of Fancy Point Plantation, and on the westerly side by the Mississippi River. The said tract is more particularly described as follows:

Commencing at the intersection of the northerly boundary of Fancy Point Plantation, the same being the line common to Sections 48 and 49, T4S, R2W, with the easterly edge of the Mississippi River; thence along the line between Sections 48 and 49, T4S, R2W, S 63° 30' E 1,670 feet; thence continuing along the line between Sections 48 and 49, T4S, R2W, S 82° 00' E 5,077 feet to a stake and the Point of Beginning. Thence S 08° 00' W 374.8 feet to a stake; thence S 69° 24' W 6,350 feet, more or less, to the Mississippi River; thence in a southerly direction along the Mississippi River 2,500 feet, more or less, to a stake; thence due East passing 43 feet South of the U.S. Corps of Engineers Bench Mark 162/1 a distance of 7,083.5 feet, more or less, to the center line of Thompson's Creek; thence in a general northeasterly direction along the center line of Thompson's Creek 7,128.5 feet, more or less, to a point in the line between Sections 49 and 47, T4S, R2W; thence N 82° 00' W along the line between Sections 49 and Sec. 47 and 48, T4S, R2W, 4,633.5 feet to the Point of Beginning.

848.40 Acres

Being the same property conveyed to James River II, Inc. by deed dated 4/24/88 from James River Corporation of Virginia, recorded 5/06/88 as Instrument No. 38031, records of West Feliciana Parish. Pursuant to Articles of Merger effective 12/27/92, recorded 9/10/93 as Instrument No. 48554, records of West Feliciana Parish, James River II, Inc. merged with and into James River Paper Company, Inc., the surviving corporation.

ALSO LESS AND EXCEPT 3.01 acres conveyed to CeeZee Employees Federal Credit Union by James River Paper Company, Inc. by Act of Donation dated 1/22/93, recorded as Instrument No. 47259, records of West Feliciana Parish, more fully described as follows:

Commencing at a point being the intersection of the northwesterly property line of the property of James River Paper Company, Inc. with the southerly right of way limits of the Illinois Central Railroad Company; thence S 00° 01' 12" E a distance of 743.36 feet to a point; thence S 82° 01' 29" E a distance of 413.59 feet to a point; thence S 04° 30' 38" E a distance of 1172.11 feet to a point of beginning being on the easterly right of way limits of La. State Hwy. 964; thence S 60° 42' 15" E a distance of 360 feet to a point; thence S 24° 57' 58" W a distance of 360 feet to a point; thence N 60° 42' 15" W a distance of 360 feet to a point being on the easterly right of way limits of La. State Hwy. No. 964; thence northeasterly along a curve having a radius of 1892.02 feet a distance of 360.55 feet to the point of beginning. Said parcel of land described above is designated as Lot CU and is bounded as follows: northerly, easterly and southerly by property of James River Paper Company, Inc.; and westerly by the easterly right of way limits of La. State Hwy. No. 964.

Containing 3.01 acres of land, more or less, and located in Section 43, T4S, R2W, West Feliciana Parish, Louisiana.

Grand Total

1,945.90 Acres

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**Less and except the following described parcel:**

A certain piece or portion of ground situated in Section 49, Township 4 South, Range 2 West, Parish of West Feliciana, State of Louisiana, and more fully described as follows:

Commence at a point at the intersection of the centerline of River Road and the South Line of the former St. Francisville Paper Co. property (now Crown Paper Co. property), said point being the Point of Beginning and having plant grid coordinates of North 3848.65 and East 2843.67;

From the Point of Beginning measure (along Bearings relative to True North) along the centerline of said River Road NORTH 00 DEGREES 16 MINUTES 28 SECONDS WEST, a distance of 60.00 feet to a point; thence measure EAST, a distance of 832.17 feet to a point; thence measure NORTH 12 DEGREES 37 MINUTES 26 SECONDS WEST, a distance of 1367.70 feet to a point; thence measure NORTH 22 DEGREES 08 MINUTES 11 SECONDS EAST, a distance of 810.00 feet to a point; thence measure NORTH 27 DEGREES 28 MINUTES 51 SECONDS EAST, a distance of 592.47 feet to a point; thence measure NORTH 22 DEGREES 54 MINUTES 13 SECONDS EAST, a distance of 364.29 feet to a point; thence measure NORTH 40 DEGREES 01 MINUTES 30 SECONDS EAST, a distance of 25.17 feet to a point; thence measure NORTH 69 DEGREES 08 MINUTES 20 SECONDS EAST, a distance of 627.96 feet to a point; thence measure NORTH 69 DEGREES 27 MINUTES 47 SECONDS EAST, a distance of 1759.80 feet to a point; thence measure NORTH 69 DEGREES 12 MINUTES 44 SECONDS EAST, a distance of 630.02 feet to the centerline of Alligator Bayou; thence measure along the centerline of Alligator Bayou SOUTH 18 DEGREES 33 MINUTES 42 SECONDS EAST, a distance of 345.59 feet to a point; thence continue along the centerline of Alligator Bayou SOUTH 15 DEGREES 11 MINUTES 12 SECONDS EAST, a distance of 171.16 feet to a point; thence measure SOUTH 18 DEGREES 15 MINUTES 47 SECONDS EAST, a distance of 199.54 feet to a point; thence measure SOUTH 15 DEGREES 02 MINUTES 41 SECONDS EAST, a distance of 200.11 feet to a point; thence measure SOUTH 15 DEGREES 37 MINUTES 31 SECONDS WEST, a distance of 98.76 feet to a point; thence measure SOUTH 28 DEGREES 47 MINUTES 40 SECONDS WEST, a distance of 162.31 feet to a point; thence measure SOUTH 13 DEGREES 48 MINUTES 42 SECONDS WEST, a distance of 84.14 feet to a point; thence measure SOUTH 05 DEGREES 23 MINUTES 53 SECONDS EAST, a distance of 98.32 feet to a point; thence measure SOUTH 12 DEGREES 47 MINUTES 43 SECONDS WEST, a distance of 121.96 feet to a point; thence measure SOUTH 34 DEGREES 54 MINUTES 54 SECONDS WEST, a distance of 232.22 feet to a point; thence measure SOUTH 09 DEGREES 50 MINUTES 25 SECONDS WEST, a distance of 244.94 feet to a point; thence measure SOUTH 05 DEGREES 49 MINUTES 32 SECONDS WEST, a distance of 207.48 feet to a point; thence measure SOUTH 00 DEGREES 19 MINUTES 13 SECONDS WEST, a distance of 219.12 feet to a point; thence measure SOUTH 20 DEGREES 00 MINUTES 43 SECONDS EAST, a distance of 209.26 feet to a point; thence measure SOUTH 35 DEGREES 52 MINUTES 18 SECONDS EAST, a distance of 95.91 feet to a point; thence measure SOUTH 83 DEGREES 32 MINUTES 18 SECONDS EAST, a distance of 116.42 feet to a point; thence measure SOUTH 87 DEGREES 42 MINUTES 04 SECONDS EAST, a distance of 170.42 feet to a point; thence measure SOUTH 51 DEGREES 07 MINUTES 50 SECONDS EAST, a distance of 220.65 feet to a point; thence measure SOUTH 82 DEGREES 40 MINUTES 30 SECONDS EAST, a distance of 279.78 feet to a point; thence measure SOUTH 79 DEGREES 08 MINUTES 21 SECONDS EAST, a distance of 206.35 feet to a point; thence measure NORTH 62 DEGREES 50 MINUTES 51 SECONDS EAST, a distance of 224.79 feet to a point; thence measure SOUTH 67 DEGREES 56 MINUTES 33 SECONDS EAST, a distance of 112.15 feet to a point; thence measure SOUTH 32 DEGREES 08 MINUTES 57 SECONDS EAST, a distance of 127.83 feet to a point; thence measure SOUTH 09 DEGREES 46 MINUTES 38 SECONDS EAST, a distance of 185.04 feet to a point; thence measure SOUTH 04 DEGREES 24 MINUTES 08 SECONDS EAST, a distance of 262.99 feet to a point; thence measure SOUTH 23 DEGREES 40 MINUTES 14 SECONDS EAST, a distance of 116.76 feet to a point; thence measure SOUTH 42 DEGREES 54 MINUTES

34 SECONDS EAST, a distance of 225.70 feet to a point; thence measure SOUTH 17 DEGREES 41 MINUTES 17 SECONDS EAST, a distance of 324.51 feet to a point; thence measure SOUTH 28 DEGREES 52 MINUTES 31 SECONDS EAST, a distance of 118.86 feet to a point; thence measure SOUTH 41 DEGREES 56 MINUTES 29 SECONDS EAST, a distance of 87.82 feet all along the centerline of Alligator Bayou to a point; thence leaving the centerline of Alligator Bayou measure SOUTH 00 DEGREES 38 MINUTES 48 SECONDS WEST, a distance of 70.86 feet to the South Line of the former St. Francisville Paper Co. property (now Crown Paper Co. property); thence proceed along said South Line WEST, a distance of 5926.69 feet back to the Point of Beginning, containing 319.18 acres, more or less.

The forgoing legal description of 319.18 acres is based on true north bearings, notwithstanding that the Partition Plat of HydroConsultants, Inc. dated May 31, 2001, last revised June 11, 2001, approved by the West Feliciana Police Jury on June 13, 2001, the West Feliciana Planning and Zoning Health Unit on June 11, 2001 and the West Feliciana School Board on June 12, 2001, is based on plan grid north.

**And in accordance with the survey by Fontcuberta Surveys, Inc. dated August 9, 1995, recertified June 14, 2001, the property is more particularly described as follows:**

A certain piece or portion of ground situated in Sections 42, 43, 46, 47, 48 and 49, Township 4 South, Range 2 West, Parish of West Feliciana, State of Louisiana, and more fully described as follows:

Commence at the Southeast Corner of Section 44, Township 4 South, Range 2 West; thence measure South 08 degrees 00 minutes West, a distance of 736.2 feet to a point; thence measure South 82 degrees 00 minutes East, a distance of 2643.9 feet to the Point of Beginning.

From the Point of Beginning, measure South 82 degrees 01 minute 29 seconds East, a distance of 413.59 feet to a point; thence measure South 08 degrees 00 minutes 00 seconds West, a distance of 2964.83 feet to a point; thence measure South 87 degrees 54 minutes 00 seconds West, a distance of 5496.60 feet to a point; thence measure South 83 degrees 05 minutes 30 seconds West, a distance of 998.84 feet to a point located at the toe of a bluff; thence measure South 37 degrees 32 minutes 13 seconds East along the toe of said bluff, a distance of 222.28 feet to a point; thence measure South 19 degrees 36 minutes 39 seconds East, a distance of 199.59 feet to a point; thence measure South 40 degrees 29 minutes 50 seconds East, a distance of 102.58 feet to a point; thence measure South 29 degrees 16 minutes 00 seconds East, a distance of 254.49 feet to a point; thence measure South 43 degrees 44 minutes 09 seconds West, a distance of 33.39 feet all along the toe of a bluff to a point; thence leaving the toe of said bluff measure North 82 degrees 00 minutes 00 seconds West, a distance of 4191.00 feet to a point; thence measure South 13 degrees 58 minutes 00 seconds East, a distance of 905.00 feet to a point; thence measure South 76 degrees 02 minutes 00 seconds West, a distance of 217.33 feet to a point; thence measure North 63 degrees 30 minutes 00 seconds West, a distance of 782.25 feet to a point; thence measure South 76 degrees 02 minutes 00 seconds West, a distance of 468 feet, more or less, to the mean low water line of the left descending bank of the Mississippi River; thence measure in a southeasterly direction along the meanderings of the left descending bank of the Mississippi River along the mean low water line, a distance of 6200 feet, more or less, to a point located on the South line of the former St. Francisville Paper Co. property; thence measure East along the South line of the former St. Francisville Paper Co. property, a distance of 7083.5 feet, more or less, to a point located in the center of Thompson Creek; thence measure in a northeasterly direction along the centerline of Thompson Creek, a distance of 16,333 feet, more or less, to a point located on the Southerly right of way line of the Illinois Central Railroad; thence measure in a northwesterly direction along the Southerly right of way line of the Illinois Central Railroad, a distance of 4383.3 feet, more or less, to the point of curvature; thence continue in a northwesterly direction along the Southerly right of way line of the Illinois Central Railroad, along the arc of a curve to the right having a radius of 1960.08 feet, a distance of 1580.1 feet to a point; thence measure South 00 degrees 01 minute 12 seconds East, a distance of 743.36 feet back to the Point of Beginning.

LESS AND EXCEPT the following described parcel:

A certain piece or portion of ground situated in Section 49, Township 4 South, Range 2 West, Parish of West Feliciana, State of Louisiana, and more fully described as follows:

Commence at a point at the intersection of the centerline of River Road and the South Line of the former St. Francisville Paper Co. property (now Crown Paper Co. property), said point being the Point of Beginning and having plant grid coordinates of North 3848.65 and East 2843.67;

From the Point of Beginning measure (along Bearings relative to True North) along the centerline of said River Road NORTH 00 DEGREES 16 MINUTES 28 SECONDS WEST, a distance of 60.00 feet to a point; thence measure EAST, a distance of 832.17 feet to a point; thence measure NORTH 12 DEGREES 37 MINUTES 26 SECONDS WEST, a distance of 1367.70 feet to a point; thence measure NORTH 22 DEGREES 08 MINUTES 11 SECONDS EAST, a distance of 810.00 feet to a point; thence measure NORTH 27 DEGREES 28 MINUTES 51 SECONDS EAST, a distance of 592.47 feet to a point; thence measure NORTH 22 DEGREES 54 MINUTES 13 SECONDS EAST, a distance of 364.29 feet to a point; thence measure NORTH 40 DEGREES 01 MINUTES 30 SECONDS EAST, a distance of 25.17 feet to a point; thence measure NORTH 69 DEGREES 08 MINUTES 20 SECONDS EAST, a distance of 627.96 feet to a point; thence measure NORTH 69 DEGREES 27 MINUTES 47 SECONDS EAST, a distance of 1759.80 feet to a point; thence measure NORTH 69 DEGREES 12 MINUTES 44 SECONDS EAST, a distance of 630.02 feet to the centerline of Alligator Bayou; thence measure along the centerline of Alligator Bayou SOUTH 18 DEGREES 33 MINUTES 42 SECONDS EAST, a distance of 345.59 feet to a point; thence continue along the centerline of Alligator Bayou SOUTH 15 DEGREES 11 MINUTES 12 SECONDS EAST, a distance of 171.16 feet to a point; thence measure SOUTH 18 DEGREES 15 MINUTES 47 SECONDS EAST, a distance of 199.54 feet to a point; thence measure SOUTH 15 DEGREES 02 MINUTES 41 SECONDS EAST, a distance of 200.11 feet to a point; thence measure SOUTH 15 DEGREES 37 MINUTES 31 SECONDS WEST, a distance of 98.76 feet to a point; thence measure SOUTH 28 DEGREES 47 MINUTES 40 SECONDS WEST, a distance of 162.31 feet to a point; thence measure SOUTH 13 DEGREES 48 MINUTES 42 SECONDS WEST, a distance of 84.14 feet to a point; thence measure SOUTH 05 DEGREES 23 MINUTES 53 SECONDS EAST, a distance of 98.32 feet to a point; thence measure SOUTH 12 DEGREES 47 MINUTES 43 SECONDS WEST, a distance of 121.96 feet to a point; thence measure SOUTH 34 DEGREES 54 MINUTES 54 SECONDS WEST, a distance of 232.22 feet to a point; thence measure SOUTH 09 DEGREES 50 MINUTES 25 SECONDS WEST, a distance of 244.94 feet to a point; thence measure SOUTH 05 DEGREES 49 MINUTES 32 SECONDS WEST, a distance of 207.48 feet to a point; thence measure SOUTH 00 DEGREES 19 MINUTES 13 SECONDS WEST, a distance of 219.12 feet to a point; thence measure SOUTH 20 DEGREES 00 MINUTES 43 SECONDS EAST, a distance of 209.26 feet to a point; thence measure SOUTH 35 DEGREES 52 MINUTES 18 SECONDS EAST, a distance of 95.91 feet to a point; thence measure SOUTH 83 DEGREES 32 MINUTES 18 SECONDS EAST, a distance of 116.42 feet to a point; thence measure SOUTH 87 DEGREES 42 MINUTES 04 SECONDS EAST, a distance of 170.42 feet to a point; thence measure SOUTH 51 DEGREES 07 MINUTES 50 SECONDS EAST, a distance of 220.65 feet to a point; thence measure SOUTH 82 DEGREES 40 MINUTES 30 SECONDS EAST, a distance of 279.78 feet to a point; thence measure SOUTH 79 DEGREES 08 MINUTES 21 SECONDS EAST, a distance of 206.35 feet to a point; thence measure NORTH 62 DEGREES 50 MINUTES 51 SECONDS EAST, a distance of 224.79 feet to a point; thence measure SOUTH 67 DEGREES 56 MINUTES 33 SECONDS EAST, a distance of 112.15 feet to a point; thence measure SOUTH 32 DEGREES 08 MINUTES 57 SECONDS EAST, a distance of 127.83 feet to a point; thence measure SOUTH 09 DEGREES 46 MINUTES 38 SECONDS EAST, a distance of 185.04 feet to a point; thence measure SOUTH 04 DEGREES 24 MINUTES 08 SECONDS EAST, a distance of 262.99 feet to a point; thence measure SOUTH 23 DEGREES 40 MINUTES 14 SECONDS EAST, a distance of 116.76 feet to a point; thence measure SOUTH 42 DEGREES 54 MINUTES

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**EXHIBIT B-1**

**Crown Corporate Resolution**

**CROWN PAPER CO.**

Extract of Minutes of the Meeting of the Board of Directors

Held on May 29, 2001

(Concurrently with the Meeting of the Board of Directors of Crown Vantage, Inc.)

**Resolutions**

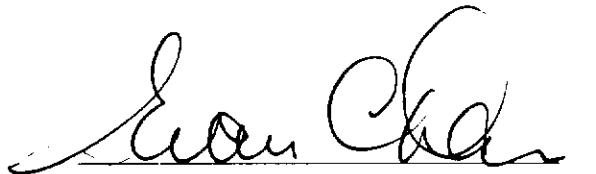
The following resolutions were then upon motion duly made, seconded and unanimously approved:

RESOLVED, that the form, terms and provisions of the Asset Purchase Agreement, a draft of which has been submitted to the Board, and other related agreements, including the Buyer Deposit Escrow Agreement, the Escrow Agreement, the Transition Services Agreement, the Assignment and Assumption Agreement and such deeds, bills of sale, endorsements, consents, assignments and other good and sufficient instruments of conveyance and assignment as necessary to vest in Tembec all right, title and interest in, to and under the assets to be purchased pursuant to the Asset Purchase Agreement (collectively, the "Transaction Documents"), be, and they hereby are approved, and the President and Chief Executive Officer and each Vice President of the Company be, and each of them acting alone hereby is, authorized, and directed to execute and deliver such Transaction Documents with such changes, additions and modifications thereto as the officer or officers of the Company executing and delivering the same shall approve (provided, however, that no reduction in purchase price from that set forth in the Asset Purchase Agreement beyond \$5 million is authorized), such execution and delivery to be conclusive evidence of such approval on behalf of the Company; and

RESOLVED, FURTHER, that the President and Chief Executive Officer and each Vice President of the Company be, and each of them acting alone hereby is, authorized to execute and deliver in the name and on behalf of the Company such amendments to such Transaction Documents as the officer or officers of the Company executing and delivering the same shall approve, such execution and delivery to be conclusive of such approval on behalf of the Company; and

RESOLVED, FURTHER, that the President and Chief Executive Officer and each Vice President of the Company be, and each of them acting alone hereby is, authorized and directed to issue, execute and deliver all closing certificates and other documents necessary to consummate the actions contemplated by the Asset Purchase Agreement and the other Transaction Documents; and

RESOLVED, FURTHER, that the President and Chief Executive Officer and each Vice President of the Company be, and each of them acting alone hereby is, authorized to take all such further action and to prepare, execute, deliver and file all such agreements, instruments, documents and certificates in the name and on behalf of the Company and to incur and to pay all such fees and expenses as they, or any one of them, shall deem necessary, desirable or appropriate in order to carry out the intent and effectuate the purpose of each of the foregoing resolutions and that any actions of any officer of the Company authorized by the foregoing resolutions or which would have been authorized by the foregoing resolutions except that such actions were taken prior to the adoption of such resolutions be, and they hereby are, ratified, approved and confirmed as actions of the Company.

A handwritten signature in black ink, appearing to read "Evan C. Davis", written over a horizontal line.

Evan C. Davis, Secretary



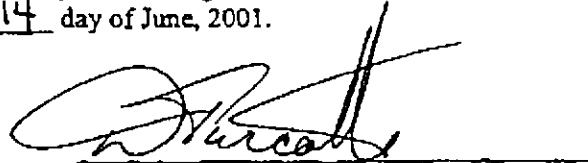
**WRITTEN AUTHORIZATION BY CHAIRMAN  
OF  
TEMBEC USA LLC**

The undersigned, being the Chairman and a Manager of **TEMBEC USA LLC**, a Delaware limited liability company (the "Company"), does hereby take the following actions pursuant to Section 18-407 of the Delaware Limited Liability Company Act and Section 8.2 of the Company's Limited Liability Agreement:

1. Designate and appoint T.W. Laberge as the Duly Authorized Representative of the Company (the "Authorized Representative") and authorize, empower and direct the Authorized Representative to execute and deliver agreements, documents, instruments of conveyance of real or personal property and other instruments required to be delivered as a condition to, or which are otherwise necessary, appropriate or desirable in connection with the performance of the Company's obligations or the realization of the Company's rights and entitlements under that certain Asset Purchase Agreement among Tembec Inc., the Company, Crown Paper Co. and Crown Vantage, Inc., dated as of June 1, 2001 (the "Purchase Agreement") or any of the other Transaction Agreements (as such term is defined in Purchase Agreement) or any of the transactions contemplated by the foregoing.
  
2. Authorize, empower and direct that the Authorized Representative execute, deliver, amend, modify, delete, add or otherwise change such agreements, documents or instruments as the Authorized Representative may deem necessary, appropriate or desirable to facilitate the consummation of any of the transactions contemplated by the Purchase Agreement and the other Transaction Agreements and/or to perform the Company's obligations under any of the foregoing.

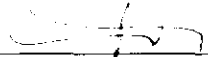
[signature page to follow]

IN WITNESS WHEREOF, the undersigned has executed this Written  
Authorization of Chairman as of the 14 day of June, 2001.

A handwritten signature in black ink, appearing to read "D. Turcotte", written over a horizontal line.

Denis Turcotte  
Chairman

I, Richard Tremblay, being a Manager of Tembec USA LLC, hereby certify that Denis Turcotte is the duly appointed, qualified and acting Chairman of Tembec USA LLC and that the signature appearing in the attached Written Authorization by the Chairman is his genuine signature.

By:   
Name: Richard Tremblay  
Title: Manager

Dated: June 14, 2001

**EXHIBIT B-2**

**Bankruptcy Court Order**

1 DOUGLAS P. BARTNER  
FREDRIC SOSNICK  
2 SHEARMAN & STERLING  
599 Lexington Avenue  
3 New York, New York 10022-6069  
4 Telephone: (212) 848-8000

**FILED**

JUN 15 2001

BANKRUPTCY COURT  
OAKLAND, CALIFORNIA

5 Counsel for Debtors and Debtors in Possession

6 Debtors' Mailing Address:  
4445 Lake Forest Drive, Suite 700  
7 Cincinnati, Ohio 45242

8 UNITED STATES BANKRUPTCY COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

|    |                             |   |                                           |
|----|-----------------------------|---|-------------------------------------------|
| 10 | In re                       | ) | Jointly Administered                      |
|    |                             | ) | Case No. 00-41584N                        |
| 11 | CROWN VANTAGE, INC., et al. | ) | Chapter 11                                |
|    |                             | ) |                                           |
| 12 | Debtors.                    | ) | ORDER PURSUANT TO 11 U.S.C. §§105(a),     |
|    |                             | ) | 363, 365, AND 1146(c) AND FED.            |
| 13 | EMPLOYER I.D. #54-1752384   | ) | R. BANKR. P. 2002, 6004, 6006, 9006, 9008 |
| 14 |                             | ) | AND 9019 (I) AUTHORIZING THE SALE         |
| 15 |                             | ) | OF CERTAIN ASSETS OF THE DEBTORS,         |
| 16 |                             | ) | FREE AND CLEAR OF ALL LIENS,              |
| 17 |                             | ) | CLAIMS AND ENCUMBRANCES, (II)             |
| 18 |                             | ) | AUTHORIZING THE ASSUMPTION AND            |
| 19 |                             | ) | ASSIGNMENT OF CERTAIN                     |
| 20 |                             | ) | EXECUTORY CONTRACTS IN                    |
| 21 |                             | ) | CONNECTION THEREWITH, AND (III)           |
|    |                             | ) | GRANTING CERTAIN RELATED RELIEF           |
|    |                             | ) |                                           |
|    |                             | ) | MC No. S&S 42                             |
|    |                             | ) |                                           |

22 Upon the motion (the "Sale Motion") dated June 4, 2001 of Crown Vantage, Inc.  
23 ("Crown Vantage") and Crown Paper Company ("Crown Paper"), as debtors and debtors in  
24 possession (the "Debtors") for entry of an order pursuant to Sections 105(a), 363, 365 and 1146(c)  
25 of title 11, United States Code (the "Bankruptcy Code") and Rules 2002, 6004, 6006, 9006, 9008  
26 and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") authorizing the  
27 sale of Crown Paper's pulp and paper mill located in St. Francisville, Louisiana and certain related

ORDER PURSUANT TO 11 U.S.C. §§105(A), 363, 365, AND 1146(C) AND FED. R. BANKR. P. 2002, 6004, 6006, 9006, 9008 AND 9019 (I) AUTHORIZING THE SALE OF CERTAIN ASSETS OF THE DEBTORS, FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES, (II) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS IN CONNECTION THEREWITH, AND (III) GRANTING CERTAIN RELATED RELIEF Case No. 00-41584 N NYDXX 503/583603 8

UNITED STATES BANKRUPTCY COURT  
Northern District of California  
I certify that this is a true, correct and full copy  
of the original document on file in my custody.  
Dated 6/13/01  
Keenan G. Casady, Clerk of Court  
by [Signature]  
Deputy Clerk

1 assets (the "Purchased Assets") to Tembec USA LLC, a Delaware entity (together with any  
2 designee of such company that acquires any Purchased Assets under the Asset Purchase  
3 Agreement referenced below, the "Buyer") and the assumption by Crown Paper and assignment to  
4 Buyer of certain executory contracts and unexpired leases, pursuant and subject to the terms and  
5 conditions of that certain Asset Purchase Agreement among Buyer, Tembec Inc., Crown Paper and  
6 Crown Vantage, a copy of which is annexed to the Sale Motion as Exhibit C (including all  
7 amendments, schedules, exhibits and agreements ancillary thereto, the "Asset Purchase  
8 Agreement"), free and clear of all liens, claims and encumbrances and other interests (collectively,  
9 "Liens") and Claims (as defined in the Bankruptcy Code), other than those expressly to be  
10 assumed by the Buyer under the terms of the Asset Purchase Agreement, subject to higher and  
11 better offers; and the Court having entered an order on May 30, 2001 (the "Procedures Order"),  
12 pursuant to which the Court, inter alia, (a) established the date and time for the hearing on the Sale  
13 Motion and (b) approved (i) the "Bidding Procedures" specified therein (the "Bidding  
14 Procedures") and (ii) the form and manner of notice for the sale and assumption and assignment of  
15 the Purchased Assets under the terms and conditions of the Asset Purchase Agreement  
16 (collectively, the "Sale"); and a hearing having been held before this Court on June 15, 2001 to  
17 consider the proposed Sale (the "Sale Hearing"), at which time all parties in interest were afforded  
18 an opportunity to be heard; and the Court having heard testimony and received evidence in  
19 support of approval of the Sale;  
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22

23 NOW, THEREFORE, based upon the Court's review of all of the evidence  
24 proffered or adduced at, the memoranda and objections, if any, filed in connection with, and  
25 arguments of counsel made at, the Sale Hearing; and upon the entire record of these chapter 11  
26 cases; and after due deliberation thereon; and good cause appearing therefore;  
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IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§157 and 1334.

B. Determination of the Sale Motion is a core proceeding under 28 U.S.C. §§157(b)(2)(A), (M), (N) and (O). The statutory predicates for the relief requested herein are Sections 105(a), 363, 365, and 1146(c) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9006, 9008 and 9019.

C. Proper, timely, adequate and sufficient notice of the Sale Motion, the Bidding Procedures, the Sale Hearing and the proposed Sale have been provided in accordance with the terms of the Procedures Order and as such constitutes due and proper notice for purposes of Sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9006, 9008 and 9019 and the Procedures Order, and no other or further notice of the Sale Motion, the Sale Hearing, or of the entry of this order is required.

D. The Bidding Procedures afforded a full, fair and reasonable opportunity for any entity to make a higher and better offer to purchase the Purchased Assets and no higher or better offer has been made. Debtors have complied with the procedures set forth in the Procedures Order concerning the evaluation of competing bids, the conduct of the auction, and the communication with their stakeholders to the extent required thereby.

E. A reasonable opportunity to object or be heard regarding the relief requested in the Sale Motion has been afforded to all interested persons and entities, including: (a) all parties, if any, who are known to claim a property interest in or Lien upon any Purchased Asset; (b) all parties, if any, who are known to claim interests in any Purchased Contracts (as defined in the Asset Purchase Agreement and listed on Schedule 2.01(d) thereto) or Purchased Licenses (as defined in the Asset Purchase Agreement and listed on Schedule 2.01(k) thereto); (c)



1 all governmental taxing authorities who have, or as a result of the Sale of the Purchased Assets  
 2 may have, Claims, contingent or otherwise, against the Debtors; (d) all creditors and other parties  
 3 who have filed a Notice of Appearance in this case; (e) the United States Trustee for the Northern  
 4 District of California; (1) the Official Committee of Unsecured Creditors appointed in this case;  
 5 (g) the Pension Benefit Guaranty Corporation; (h) the agents for the outstanding industrial revenue  
 6 bonds on which the Debtor is obligated; and (i) all parties identified by Rothschild Inc. as possible  
 7 bidders for the Purchased Assets.

9 F. Each Debtor has full corporate power and authority to execute, deliver and  
 10 perform the Asset Purchase Agreement, the other Transaction Agreements (as defined in the Asset  
 11 Purchase Agreement) and all other documents contemplated thereby and to consummate the  
 12 transactions contemplated thereby; the execution, delivery and performance by each Debtor of the  
 13 Asset Purchase Agreement, the other Transaction Agreements and all other documents  
 14 contemplated thereby and the consummation of the transactions contemplated thereby have been  
 15 duly authorized by all necessary corporate action on the part of each Debtor; no consents or  
 16 approvals, other than those expressly provided for in the Asset Purchase Agreement, are required  
 17 to consummate the Sale; and all consents and approvals necessary for the assignment of the  
 18 Purchased Contracts and Purchased Licenses have been obtained.

20 G. The Asset Purchase Agreement should be approved because it is in the best  
 21 interests of the Debtors, their estates, the Debtors' creditors, the Debtors' employees, the Debtors'  
 22 postpetition creditors and the non-debtor parties to the Purchased Contracts and Purchased  
 23 Licenses.

25 H. The Debtors have an adequate business justification to effect the Sale under  
 26 the Asset Purchase Agreement in that, among other things:  
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- (i) The Sale and the related obligations of the parties under the Asset Purchase Agreement will enable the Debtors to satisfy all or a substantial portion of their administrative expense obligations, and minimize ongoing administrative expense obligations;
- (ii) The Sale is the highest and best offer that the Debtors have received for the Purchased Assets to date, and in the absence of a prompt sale the value of the Purchased Assets may precipitously decline due to deteriorating market conditions, inadequate liquidity for necessary capital and operating expenditures and uncertainty about the future of the Debtors;
- (iii) The Sale will generate benefits and proceeds for the benefit of the Debtors' estates comprised of the following:
  - (1) Cash payable at the closing for the Sale (the "Closing") equal to \$140,000,000, minus certain closing adjustments;
  - (2) a number of shares of Buyer's common stock having an aggregate value of \$45,000,00; and
  - (3) The assumption by the Buyer of millions of dollars in other liabilities and obligations constituting Assumed Liabilities under the Asset Purchase Agreement,

in each case subject to various holdbacks and contingent liability for indemnities and subject to a purchase price adjustment specified in Section 2.08 of the Asset Purchase Agreement; and
- (iv) The consideration to be paid by the Buyer under the Asset Purchase Agreement constitutes adequate, fair and reasonably equivalent value for the Purchased Assets,

1 and the terms and conditions of the Asset Purchase Agreement and the other  
2 Transaction Agreements are fair and reasonable.

3 I. Crown Paper holds or will hold good title to the Purchased Assets as of  
4 Closing and, accordingly, the transfer of the Purchased Assets to the Buyer pursuant to the Asset  
5 Purchase Agreement will be a legal, valid and effective transfer of the Purchased Assets.

6 J. The Sale will help fund the Debtors' plan of reorganization and is an  
7 integral element of such plan.

8 K. As a condition to the Sale, Buyer requires that the Purchased Assets be sold  
9 to it free and clear of all Liens and Claims, other than the Liens specified on Schedule 2.01(a) to  
10 the Asset Purchase Agreement (the "Permitted Buyer Liens") and the Assumed Liabilities, and  
11 that Buyer shall have no liability or obligation for any Excluded Liabilities. Buyer would not enter  
12 into the Asset Purchase Agreement or consummate the Sale, thus adversely affecting the Debtors'  
13 estates and impeding the Debtors' reorganization efforts, if the Sale were not to be free and clear  
14 of all Liens and Claims, other than the Permitted Buyer Liens and Assumed Liabilities, or if Buyer  
15 were or would be liable for any Excluded Liabilities.

16 L. All of the actions taken by Buyer, its parent company, Tembec Inc., and  
17 their respective officers, directors, employees, counsel, financial advisors and other professionals  
18 in connection with the Asset Purchase Agreement and Sale Motion have been taken in good faith,  
19 and Buyer is a good faith purchaser within the meaning of Section 363(m) of the Bankruptcy Code  
20 in that:

- 21 (a) Buyer is unrelated to the Debtors;  
22 (b) Buyer recognized that the Debtors were free to deal with any other party interested  
23 in purchasing the Purchased Assets; indeed, following entry of the Procedures  
24 Order, the Asset Purchase Agreement requires the Debtors to provide information  
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1 to potential bidders, participate in discussions and negotiations with potential  
2 bidders and otherwise to assist potential bidders in evaluating and/or making a  
3 definitive offer or proposal for the Purchased Assets;

4 (c) Buyer consented to the entry of the Procedures Order which enabled the Debtors to  
5 seek out higher and better offers for the Purchased Assets and to conduct an auction  
6 of the Purchased Assets, and in doing so, Buyer supported and promoted  
7 competitive bidding and permitted the Debtors to obtain the highest and best price  
8 for the Purchased Assets;

9 (d) Buyer, Tembec and their counsel and financial advisors engaged in good faith,  
10 arm's-length negotiations in arriving at the Asset Purchase Agreement;

11 (e) Neither the Buyer nor Crown Paper has engaged in any conduct that would cause  
12 the transactions contemplated by the Asset Purchase Agreement to be avoided as  
13 contemplated in Section 363(n) of the Bankruptcy Code; and

14 (f) In the absence of a stay pending appeal, Buyer will be acting in good faith within  
15 the meaning of Section 363(m) of the Bankruptcy Code in closing the Sale as  
16 contemplated by the Asset Purchase Agreement and the other Transaction  
17 Agreements, including the assumption and assignment of the Purchased Contracts  
18 and Purchased Licenses, at any time after the entry of this Order and, accordingly,  
19 such closing in the face of an appeal will not deprive Buyer of its status as a good  
20 faith purchaser.  
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24 M. Except for the Assumed Liabilities expressly assumed by Buyer pursuant to  
25 the Asset Purchase Agreement, neither Buyer nor any of its affiliates, successors or assigns is  
26 assuming any of the Debtors' obligations or liabilities (including the retiree medical benefits of  
27 former salaried employees, as provided in the Asset Purchase Agreement).

1 N. There is no common identity among Buyer and the Debtors' incorporators,  
2 officers, directors or material stockholders.

3 O. No bulk sales law or any similar law applies to any way to the transfer of  
4 assets under the Asset Purchase Agreement.

5 P. The cure amounts listed on Schedule 2.01(d) of the Asset Purchase  
6 Agreement (which, subject to a cap set forth in the Asset Purchase Agreement, are to be paid by  
7 Buyer) are the sole amounts necessary to cure any defaults by the Debtors or any of their  
8 subsidiaries under the Purchased Contracts and Purchased Licenses.  
9

10 Q. Buyer has provided adequate assurance of Buyer's future performance of  
11 the Purchased Contracts and Purchased Licenses within the meaning of Sections 365(b)(1)(C) and  
12 (f)(2)(B) of the Bankruptcy Code.

13 R. The assumption by Crown Paper and assignment to Buyer of the Purchased  
14 Contracts and Purchased Licenses and the assumption by Buyer of the Assumed Liabilities is in  
15 the best interest of the Debtors, their creditors and their estates and represents a prudent exercise  
16 of the Debtors' business judgment.  
17

18 S. The transfer of the Purchased Assets and the assignment and assumption of  
19 the Purchased Contracts and Purchased Licenses as contemplated by the Asset Purchase  
20 Agreement (a) are or will be legal, valid and effective transfers of property of the Debtors' estates  
21 to Buyer, and (b) vest or will vest in Buyer all right, title and interest of the Debtors in and to all of  
22 the Purchased Assets free and clear of all Liens and Claims, other than the Permitted Buyer Liens  
23 and the Assumed Liabilities, under Sections 363(f) and 105 of the Bankruptcy Code.  
24

25 T. Buyer is not the successor to the Debtors and the transfer to Buyer of the  
26 Purchased Assets and the assignment to Buyer of the Purchased Contracts and Purchased Permits  
27 do not and will not subject the Buyer or any of its affiliates, successors or assigns to any liability

1 for Claims against the Debtors by reason of such transfer under the laws of the United States, any  
2 state, territory or possession thereof or the District of Columbia applicable to such transaction  
3 under theories of successor, vicarious or transferee liability or otherwise.

4 U. All of the provisions of this Order are nonseverable and mutually  
5 dependent.

6 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
7 THAT:

8 (1) The Sale Motion be, and it hereby is, granted in all respects.

9 (2) All objections to the Sale Motion or the relief requested therein that have  
10 not been withdrawn, waived or settled, and all reservations of rights included therein, are  
11 overruled on the merits.

12 (3) The terms and conditions of the Asset Purchase Agreement and the other  
13 Transaction Agreements hereby are approved in all respects, and the sale of the Purchased Assets  
14 pursuant to the Asset Purchase Agreement is hereby authorized under Sections 363(b) and (f) of  
15 the Bankruptcy Code. The omission in this Order of specific reference to any provision of the  
16 Asset Purchase Agreement shall not impair or diminish the efficacy, propriety and approval of  
17 such provision.

18 (4) By the issuance of this Order, each Debtor is authorized and directed to  
19 execute and deliver, and empowered to fully perform under, consummate and implement, the  
20 Asset Purchase Agreement and the other Transaction Agreements, together with all additional  
21 amendments, instruments and documents that may be reasonably necessary or desirable to  
22 implement the Asset Purchase Agreement and the other Transaction Agreements, and to take all  
23 further actions as may reasonably be requested by the Buyer for the purpose of assigning,  
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1 transferring, granting, conveying and conferring to the Buyer, or reducing to the Buyer's  
2 possession, any or all of the Purchased Assets.

3 (5) Each Debtor's obligations under the Asset Purchase Agreement (including  
4 without limitation any amounts payable pursuant to the purchase price adjustment provided in  
5 Section 2.08 of the Asset Purchase Agreement and the indemnity obligations provided in Section  
6 11.02 of the Asset Purchase Agreement) and the other Transaction Agreements shall constitute,  
7 *after* full payment of the DIP Facility as described in the Sale Motion, first priority administrative  
8 expenses of the Debtors' Chapter 11 estates under Sections 503(b) and 507(a)(1) of the  
9 Bankruptcy Code with priority over any and all other administrative expenses of the kind specified  
10 in Sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative  
11 expenses or other claims under Sections 105, 326, 328, 506(c), 507(a) or 726 of the Bankruptcy  
12 Code, and the Debtors are hereby authorized to pay all amounts payable thereunder immediately if  
13 and when any Debtor's obligations arise thereunder, without further order of the Court.

14 (6) Pursuant to Sections 363(f) and 105(a) of the Bankruptcy Code, all of the  
15 Purchased Assets (including, without limitation the Purchased Assets described in Section 2.0 of  
16 the Asset Purchase Agreement) shall be transferred to the Buyer at the Closing in accordance with  
17 the terms and conditions of the Asset Purchase Agreement (or thereafter as provided therein), free  
18 and clear of all Liens and Claims (including, without limitation all postpetition obligations and  
19 liabilities of the Debtors), other than the Permitted Buyer Liens and the Assumed Liabilities, with  
20 all such Liens, Claims, obligations and liabilities released, terminated and discharged as to the  
21 Buyer (and its successors and assigns) and the Purchased Assets.

22 (7) The Debtors are directed to pay or cause the payment of the cash proceeds  
23 from the Sale to the Agent for the DIP Facility, for the benefit of the DIP Lenders, up to the  
24 aggregate amount of all outstanding principal, accrued but unpaid interest and other amounts  
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1 payable in respect of the DIP Facility, and the Liens securing the DIP Facility shall be released at  
2 the Closing upon receipt by such Agent of such amount. The Debtors are further authorized and  
3 directed to retain \$8,125,000 in cash received from the Buyer and concurrently, with the closing of  
4 the Sale, to pay \$1.4 million (the "West Feliciana Payment") to the Parish of West Feliciana (the  
5 "Parish") to satisfy all obligations of the Debtors under the Settlement Agreement approved by the  
6 Court on May 30, 2001 (the "Parish Settlement Order"). All remaining Sale proceeds are to be  
7 paid to the Collateral Agent (defined below), which proceeds shall be distributed in accordance  
8 with the intercreditor and settlement agreements that are the subject of separate orders of the Court  
9 or such further other orders as the Court may enter in connection therewith. The Liens of J.P.  
10 Morgan Delaware, as Collateral Agent (the "Collateral Agent"), upon the Purchased Assets  
11 granted pursuant to the Mortgage, Assignment of Leases and Rents, Security Agreement and  
12 Financing Statement dated as of August 23, 1995 (as amended, the "Mortgage") between Crown  
13 Paper and the Collateral Agent (including any liens held by the Collateral Agent for the benefit of  
14 the holders of the Secured IRB Obligations) will attach as first priority liens to all such proceeds  
15 (including to all stock held in escrow as contemplated by the Asset Purchase Agreement), and the  
16 Liens of the Collateral Agent upon the Purchased Assets shall be released at the Closing upon (A)  
17 receipt by the Collateral Agent of all such proceeds (or, in the case of the stock, the right to  
18 receive such proceeds upon release from escrow) and (B) the return, undrawn and cancelled, of the  
19 two letters of credit totaling \$155,000 in favor of the State of Louisiana outstanding under the Dip  
20 Credit Agreement.  
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24 (8) Except as may be expressly permitted by the two immediately preceding  
25 paragraphs, all persons and entities holding Liens and Claims of any kind and nature with respect  
26 to the Purchased Assets or the Debtors hereby are barred from asserting such Liens and Claims  
27 against the Buyer, its successors and assigns, or the Purchased Assets.



1 (9) The Debtors are hereby authorized and directed in accordance with Section  
2 365 of the Bankruptcy Code to (a) assume and assign to the Buyer each of the Purchased  
3 Contracts and Purchased Licenses free and clear of all Liens and Claims, other than Permitted  
4 Buyer Liens and Assumed Liabilities, and (b) execute and deliver to Buyer such documents or  
5 other instruments as may be necessary to assign and transfer the Purchased Contracts and  
6 Purchased Licenses to Buyer.  
7

8 (10) The Purchased Contracts and Purchased Licenses as may be amended by  
9 the Debtors prior to Closing, shall, upon assignment to Buyer and Buyer's payment of the cure  
10 amounts listed on Schedule 2.01(d) of the Asset Purchase Agreement be deemed to be valid and  
11 binding and in full force and effect and enforceable in accordance with their respective terms and,  
12 pursuant to Section 365(k) of the Bankruptcy Code, the Debtors shall be relieved of any further  
13 liability with respect to the Purchased Contracts and Purchased Licenses upon such assignment.  
14

15 (11) If any defaults under any Purchased Contracts or Purchased Licenses or any  
16 objections to any cure amounts listed on Schedule 2.01(d) of the Asset Purchase Agreement  
17 existing as of the date of the Sale Hearing have not been raised or asserted prior to the Sale  
18 Hearing, the non-Debtor parties to each Purchased Contract and Purchased License are hereby  
19 barred and enjoined from asserting against Debtors or Buyer (and their respective successors and  
20 assigns) any such defaults or objections.  
21

22 (12) If any person or entity that has filed any mortgages, deeds of trust, financing  
23 statements or other documents or agreements evidencing Liens (other than Permitted Buyer Liens)  
24 on any Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper  
25 form for filing and executed by the appropriate parties, termination statements, instruments of  
26 satisfaction, releases of all Liens (other than Permitted Buyer Liens) which the person or entity has  
27 with respect to any Purchased Assets, the Buyer hereby is authorized to execute and file such

1 statements, instruments, releases and other documents on behalf of the person or entity with  
2 respect to such Purchased Assets. The foregoing notwithstanding, the provisions of this Order  
3 authorizing the sale and assignment of the Purchased Assets free and clear of Liens and Claims  
4 (other than Permitted Buyer Liens and the Assumed Liabilities) shall be self-executing, and  
5 notwithstanding the failure of any Debtor, the Buyer or any other party to execute, file or obtain  
6 releases, termination statements, assignments, consents or other instruments to effectuate,  
7 consummate and/or implement the provisions hereof or the Asset Purchase Agreement with  
8 respect to the sale and assignment of the Purchased Assets, all Liens on the Purchased Assets other  
9 than Permitted Buyer Liens shall be deemed divested, void and unenforceable. All persons or  
10 entities who are presently, or at any time hereafter prior to the transfer to Buyer, in possession of  
11 any of the Purchased Assets are hereby directed to surrender possession of such Purchased Assets  
12 to the Buyer at the Closing (except to the extent the Asset Purchase Agreement expressly provides  
13 otherwise).

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16 (13) This Order shall be binding upon the Debtors, their respective successors  
17 and assigns and any trustee that may be appointed in these cases or in any case under Chapter 7 of  
18 the Bankruptcy Code to which any such case may be converted, and any affected third parties,  
19 including without limitation all non-Debtor parties to any Purchased Contracts or Purchased  
20 Licenses, all persons and entities asserting any claims against or interests in the Debtors' estates or  
21 any of the Purchased Assets and all other persons and entities, including without limitation, all  
22 filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of  
23 deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state,  
24 federal, state and local officials, and all other persons or entities who may be required by operation  
25 of law or by the duties of their office or contract to accept, file, register or otherwise record or  
26 release any documents or instruments, or who may be required to report to or insure title or state  
27

1 of title in or to any of the Purchased Assets. Each and every federal, state and local governmental  
 2 agency or department is hereby directed to accept any and all documents and instruments  
 3 necessary and appropriate to consummate the transactions contemplated by the Asset Purchase  
 4 Agreement, including without limitation, documents and instruments for recording in any  
 5 governmental agency or department required to transfer to the Buyers and all licenses under the  
 6 Debtors' ownership necessary for the operation of any Purchased Assets, and county and state  
 7 offices wherein termination statements under the Uniform Commercial Code are authorized to be  
 8 filed.  
 9

10 (14) Upon the Closing, the Buyer shall assume the Assumed Liabilities in  
 11 accordance with the terms of the Asset Purchase Agreement. Other than Assumed Liabilities, none  
 12 of Buyer, its affiliates, successors and assigns nor any affiliate of any such entity shall have any  
 13 liability, duty or responsibility for any Claims, administrative expenses or other liabilities against  
 14 any Debtors or any of the Debtors' predecessors or affiliates of any kind or character, whether  
 15 known or unknown as of the Closing, now existing or hereafter arising, whether fixed or  
 16 contingent, under the laws of the United States, any state, territory or possession of the United  
 17 States or the District of Columbia, based on any theory of law, including, without limitation, any  
 18 theory of successor, vicarious or transferee liability. The Buyer is not responsible for any benefits  
 19 or other obligation to any Affected Beneficiary, as that term is defined in the Debtors' Motion to  
 20 Authorize Modification of Certain Non-Pension Retiree Benefits, as modified and/or amended.  
 21

22 (15) From and after entry of this Order, neither Debtor nor any of their  
 23 respective creditors or other parties in interest shall take or cause to be taken any action that would  
 24 interfere with the transfer of the Purchased Assets to the Buyer in accordance with the terms of  
 25 this Order.  
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1 (16) Buyer is a purchaser in good faith of the Purchased Assets and is entitled to  
2 all of the protections afforded by Section 363(m) of the Bankruptcy Code.

3 (17) After review and consideration of the Limited Objection of Indenture  
4 Trustee (St. Francisville Bonds) to Debtors' Amended Motion for an Order (I) Authorizing and  
5 Approving Entry into Asset Purchase Agreement to Sell Certain Assets of the Debtors Free and  
6 Clear of Liens, Claims and Encumbrances, (II) Authorizing and Approving the Assumption and  
7 Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith, and  
8 (III) Granting Certain Related Relief (the "Limited Objection"), as filed on June 5, 2001, the Court  
9 to the extent set forth on the record of the Sale Hearing  
10 denies all relief sought in the Limited Objection, and the Sale is free and clear of any leases and  
11 liens asserted in the Limited Objection.

12 (18) In the absence of a stay pending appeal, Buyer will be acting in good faith  
13 within the meaning of Section 363(m) of the Bankruptcy Code in closing the Sale as contemplated  
14 by the Asset Purchase Agreement and the other Transaction Agreements, including the assumption  
15 and assignment of the Purchased Contracts and Purchased Licenses, at any time after the entry of  
16 this Order and, accordingly, such closing in the face of an appeal will not deprive Buyer of its  
17 status as a good faith purchaser. If the parties to the Sale consummate the transactions  
18 contemplated thereby while an appeal of this Order is pending, the Buyer shall be entitled to rely  
19 upon the protections of Section 363(m) of the Bankruptcy Code, absent any stay pending appeal  
20 granted by a court of competent jurisdiction prior to such consummation.

21 (19) All persons are hereby enjoined from asserting, prosecuting or otherwise  
22 pursuing any Claim against the Buyer, any of its affiliates, successors or assigns, any Chapter 7 or  
23 11 trustee, any liquidating trustee, any fiduciary appointed under any order of the Bankruptcy  
24 Court, or any of their respective affiliates, agents, counsel or advisors, and from recovering any  
25 Claim such person had, has or may have (other than an Assumed Liability) against the Buyer or  
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1 any of its affiliates, agents, counsel or advisors in connection with the negotiation of, or any  
2 agreements contained in the Asset Purchase Agreement or any other Transaction Agreement.

3 (20) As of the time and date of the Closing, all agreements of any kind  
4 whatsoever and all orders of this Court entered prior to the date hereof shall be deemed amended  
5 and/or modified to the extent required to permit the consummation of the Sale and the other  
6 transactions contemplated by the Asset Purchase Agreement and the other Transaction  
7 Agreements.

8 (21) This Court retains jurisdiction to (i) enforce and implement the terms and  
9 provisions of the Asset Purchase Agreement and the other Transaction Agreements, all  
10 amendments thereto and any waivers and consents thereunder, (ii) compel delivery of the  
11 Purchased Assets to Buyer, (iii) resolve any disputes arising under or related to the Asset Purchase  
12 Agreement, except as otherwise provided therein, and (iv) interpret, implement and enforce the  
13 provisions of this Order.

14 (22) The Asset Purchase Agreement and the other Transaction Agreements and  
15 any related agreements, documents or other instruments may be waived, modified, amended or  
16 supplemented by the parties thereto in accordance with the terms thereof without further order of  
17 the Court upon three days' notice to the Agents and the Committee. The transfer of the Purchased  
18 Assets to the Buyer shall not be subject to taxation under any state or local law imposing a stamp,  
19 provided such taxes are maintained in escrow pending confirmation of a plan of reorganization  
20 transfer or similar tax in accordance with Section 1146(c) of the Bankruptcy Code. The Buyer  
21 shall not be liable for any transferee tax liability that arises or may arise by operation of law from  
22 the conveyances effected or authorized hereby. The Debtor shall, at a time and in a manner  
23 satisfactory to the Buyer, execute and deliver whatever lawful agreements that are reasonably  
24 necessary and make whatever lawful arrangements that are reasonably required to assure the  
25 transfer of the Purchased Assets free and clear of any Claims by any governmental unit for taxes  
26  
27

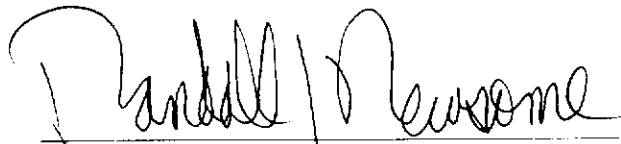
1 incurred as a consequence of the Sale or to relieve the Buyer of any Claim for transferee liability  
2 with respect to such taxes.

3 (23) Nothing contained in any plan of reorganization (or liquidation) confirmed  
4 in these cases or the order of confirmation confirming any plan of reorganization (or liquidation),  
5 nor any order dismissing either or both cases or converting either or both cases to a chapter 7  
6 liquidation, shall conflict with or derogate from the provisions of the Asset Purchase Agreement,  
7 any other Transaction Agreements or the terms of this Order. Further, the provisions of this Order  
8 and any actions taken pursuant hereto shall survive the entry of any order which may be entered  
9 confirming any plan of reorganization (or liquidation) for the Debtors or converting the Debtors'  
10 cases from chapter 11 to cases under chapter 7 of the Bankruptcy Code.

12 (24) Notwithstanding anything to the contrary in the Parish Settlement Order,  
13 upon receipt by the Parish of the West Feliciana Payment, all liens currently held by the Parish  
14 shall be deemed forever released.

15 (25) As provided by Bankruptcy Rule 6004(g), this Order shall be effective and  
16 enforceable immediately upon entry. No automatic stay applies following entry of this Order.

17 Dated: Oakland, California  
18 June \_\_, 2001

19   
20 \_\_\_\_\_  
21 UNITED STATES BANKRUPTCY JUDGE

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EXHIBIT C

Survey

CONF 143  
6-25-01  
Juliette Rees  
DEPT. CLERK OF COURT

81938

FILED FOR RECORD  
AT 3:15 P M

JUN 19 2001

BY Juliette Rees  
DEPUTY CLERK OF COURT



# CROWN PAPER CO.

## TRACT 1

(319.18 ACRE LESS & EXCEPT PARCEL)  
SITUATED IN SECTION 49  
TOWNSHIP 4 SOUTH  
RANGE 2 WEST  
WEST FELICIANA PARISH, LA.

| TRACT 1                              |             |          |
|--------------------------------------|-------------|----------|
| TABULATION OF BEARINGS AND DISTANCES |             |          |
| NUMBER                               | DIRECTION   | DISTANCE |
| L1                                   | N123°28'W   | 1367.70' |
| L2                                   | N22°08'11"E | 810.00'  |
| L3                                   | N27°28'51"E | 592.47'  |
| L4                                   | N22°54'13"E | 364.29'  |
| L5                                   | N46°01'30"E | 25.17'   |
| L6                                   | N69°08'20"E | 627.98'  |
| L7                                   | N69°27'47"E | 1759.80' |
| L8                                   | N69°12'44"E | 630.02'  |
| L9                                   | S18°33'42"E | 345.59'  |
| L10                                  | S15°11'12"E | 171.18'  |
| L11                                  | S18°15'42"E | 199.54'  |
| L12                                  | S15°02'41"E | 200.11'  |
| L13                                  | S15°37'31"W | 98.76'   |
| L14                                  | S28°47'40"W | 162.31'  |
| L15                                  | S13°48'42"W | 84.14'   |
| L16                                  | S05°23'53"E | 98.32'   |
| L17                                  | S12°47'43"W | 121.98'  |
| L18                                  | S34°54'54"W | 232.22'  |
| L19                                  | S09°50'25"W | 244.94'  |
| L20                                  | S05°48'32"W | 207.48'  |
| L21                                  | S06°19'13"W | 219.12'  |
| L22                                  | S20°00'43"E | 209.26'  |
| L23                                  | S35°52'18"E | 95.91'   |
| L24                                  | S85°32'18"E | 116.42'  |
| L25                                  | S87°42'04"E | 170.42'  |
| L26                                  | S51°07'50"E | 226.65'  |
| L27                                  | S82°40'30"E | 279.78'  |
| L28                                  | S79°08'21"E | 206.35'  |
| L29                                  | N62°50'51"E | 224.79'  |
| L30                                  | S67°56'33"E | 112.15'  |
| L31                                  | S32°08'57"E | 127.83'  |
| L32                                  | S09°46'39"E | 185.04'  |
| L33                                  | S04°24'08"E | 282.99'  |
| L34                                  | S23°40'14"E | 116.76'  |
| L35                                  | S42°54'34"E | 225.70'  |
| L36                                  | S17°41'17"E | 324.51'  |
| L37                                  | S28°52'31"E | 118.86'  |
| L38                                  | S41°56'39"E | 87.82'   |
| L39                                  | S07°38'48"W | 70.86'   |
| L40                                  | WEST        | 5928.69' |
| L41                                  | N00°18'28"W | 60.00'   |
| L42                                  | EAST        | 832.17'  |

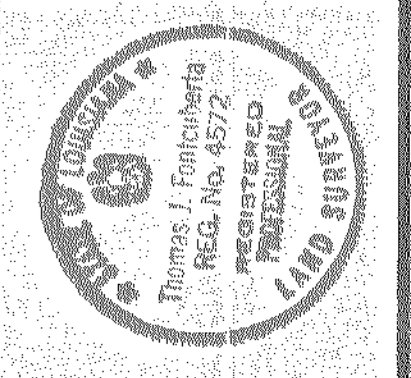


**REFERENCE SURVEY:**  
PLAT OF SURVEY BY HYDRO CONSULTANTS, INC., DATED MAY 31, 2001, REVISED THRU JUNE 11, 2001, DRAWING No. C30-125-01.

**REFERENCE BEARING:**  
BEARINGS ARE BASED FROM PLAT OF SURVEY BY ASSOCIATED ENGINEERS, DATED APRIL 15, 1957, REVISED THRU JAN. 8, 1958.

**NOTES:**

- A FIELD SURVEY OF THIS PROPERTY WAS NOT PERFORMED BY THE UNDERSIGNED. THE INFORMATION SHOWN HEREON IS TAKEN FROM REFERENCE SURVEY NOTED HEREON. BEARINGS HAVE BEEN ROTATED TO CONFORM TO REFERENCE BEARING INDICATED HEREON (TRUE NORTH).
- LIMITS OF LAKE, LOCATION OF LANDFILL, DITCHES, AND/OR ANY ADDITIONAL FEATURES THAT MAY EXIST WITHIN THIS PROPERTY ARE NOT SHOWN HEREON.
- BEARINGS SHOWN HEREON ARE RELATIVE TO TRUE NORTH.
- THIS SURVEY PLAT IS NOT IN CONFORMANCE WITH THE ADOPTED LA. MINIMUM STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS.
- FOR ADDITIONAL SURVEY INFORMATION, REFER TO PLAT BY THE FIRM FOR JAMES RIVER PAPER COMPANY, INC., DATED 8-09-95, DRAWING No.'s FSI-5167-1 AND FSI-5167-2.



Thomas J. Fontcuberta  
REGISTERED PROFESSIONAL SURVEYOR  
LICENSE NO. 4572

**Fontcuberta Survey**  
INCORPORATED  
PROFESSIONAL LAND SURVEYORS  
P.O. BOX 1792  
CORNING, LA 70634  
PHONE: (504) 683-7461

SURVEY SHOWING A 319.18 ACRE PORTION OF GROUND (TRACT 1) SITUATED IN SECTION 49 TOWNSHIP 4 SOUTH RANGE 2 EAST WEST FELICIANA PARISH, LA.

PREPARED FOR: TEMBEC USA LLC, BATON ROUGE TITLE COMPANY, INC. AND CHICAGO TITLE INSURANCE COMPANY.

**LEGEND**

- = IRON PIPE SET BY HYDRO
- = IRON PIPE FOUND BY HYDRO
- ▲ = CONCRETE MONUMENT FOUND BY HYDRO

**P.O.B.**  
INTERSECTION OF THE CENTERLINE OF RIVER ROAD AND THE SOUTH LINE OF THE FORMER ST. FRANCISVILLE PAPER CO. PROPERTY  
P.O.B. PLANT UTM COORDINATES:  
NORTH 3246.85  
EAST 2843.87

| DATE      | BY     | DESCRIPTION | REVISION |
|-----------|--------|-------------|----------|
| 6-13-2001 | M.F.D. |             |          |
|           | T.J.F. |             |          |

SCALE: 1" = 300'  
JOB NO.: 218869  
PROJECT NO.: FSI-5579  
MARK: CROWN PAPER CO.





SURVEYORS CERTIFICATION

This is to certify that the aerial photographic image superimposed on this survey is shown "to scale" and depicts all major improvements existing within this perimeter as of November 30, 1993 and that no structures encroach either way over any perimeter boundary line as verified by a field inspection made of said perimeter by a representative of Fontcuberta Surveys, Inc. under the direct supervision of the undersigned on August 9, 1995.

FONTCUBERTA SURVEYS, INC.

*Thomas J. Fontcuberta*  
 Thomas J. Fontcuberta, P.L.S.

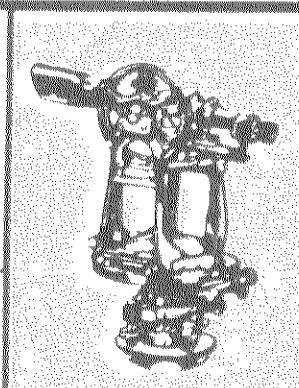
RECERTIFIED CORRECT TO:  
 FEMREC USA, LLC, BATON ROUGE TITLE COMPANY, INC.  
 AND CHICAGO TITLE INSURANCE COMPANY  
 ON JUNE 14, 2001. *J.F.*

81938

|                               |                  |      |    |                 |  |
|-------------------------------|------------------|------|----|-----------------|--|
| DRAWN BY:<br>R.L.F.           | DATE: 8-09-95    |      |    |                 |  |
| CHECKED BY:<br>T.J.F.         | SCALE: 1" = 400' |      |    |                 |  |
| JOB NUMBER:<br>955144         |                  |      |    |                 |  |
| DRAWING NUMBER:<br>FSI-5167-1 |                  |      |    |                 |  |
| MARK                          | DESCRIPTION      | DATE | BY | REVISION RECORD |  |

SURVEY OF CERTAIN PORTIONS OF  
 SECTIONS 42, 43, 46, 47 & 49  
 TOWNSHIP 4 SOUTH - E 2 WEST  
 WEST FELICIANA P., LA.

CERTIFIED CORRECT TO:  
 JAMES RIVER PAPER COMPANY, AND  
 CHICAGO TITLE INSURANCE COMPANY

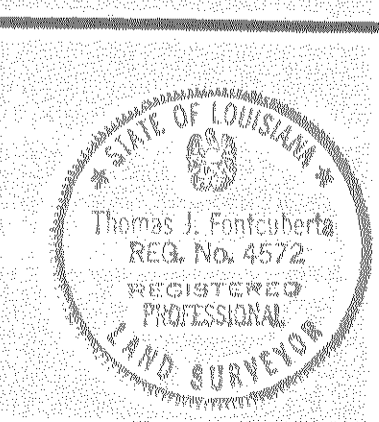


FONTCUBERTA  
**Surveys**  
 INCORPORATED

LAND SURVEYORS  
 P.O. BOX 1792  
 COVINGTON, LA. 70434  
 (504) 893-7461

CERTIFIED CORRECT

*Thomas J. Fontcuberta*  
 SURVEYOR





81938



335

336

337

333

334

**NOTE:**  
 A FIELD SURVEY OF THIS PROPERTY WAS NOT PERFORMED BY THE UNDERSIGNED, AS REQUESTED. ANY CHANGES IN IMPROVEMENTS, FEATURES, OR ANY ENCROACHMENTS THAT MAY EXIST WITHIN THIS PROPERTY ARE NOT REFLECTED HEREON.  
*T.J.F. 6-14-2001*

**NOTE:**  
 The aerial photographic image shown hereon was prepared by, and was scaled using horizontal control features taken from USGS Quadrangle "Port Hudson" (7.5 minute) by Aerodata Corporation on August 9, 1995. Photographs used were dated November 30, 1993. Due to control used and terrain relief mis-match of imagery between sheets may occur.

Distance shown along Mississippi River reflects the distance along the Mean Low Water Line of the River on April 15, 1957. (Reference Survey #1)

Existing Lease Areas, Railroads, utilities, pipelines, fences, property corners, drainage sources, and/or additional rights of way or servitudes within this property are not identified hereon. This property may be subject to rights of way for road and levee along the Mississippi River.

This plat does not represent an actual current boundary survey made on the ground and the rights of way information and boundary data shown hereon was compiled from various surveys and other information provided to the Surveyor. This plat does not conform to the adopted Louisiana Minimum Standards of Practice for a boundary survey.  
 81938

**REFERENCE SURVEYS:**

- #1) Survey of Certain Portions of Sections 42, 43, 46, 47, 48 & 49, T4S-R2W for Crown Zellerbach Corp. by Associated Engineers dated April 15, 1957.
- #2) Property Map Showing Property Divisions and Right of Way Servitudes by Crown Zellerbach Corp. Central Engineering Office dated September 18, 1957, Revised thru September 25, 1967, Drawing No. 18848.
- #3) Partial Boundary Survey of St. Francisville Mill Site for James River Corp. by Daryl B. Patin, R.L.S., dated August 23, 1989.

**NOTE:**  
 BEARINGS SHOWN HEREON ARE RELATIVE TO TRUE NORTH.

CERTIFIED CORRECT TO:  
 TEMBEC USA, LLC, BATON ROUGE TITLE COMPANY, INC. AND CHICAGO TITLE INSURANCE COMPANY  
 ON JUNE 14, 2001. *T.J.F.*

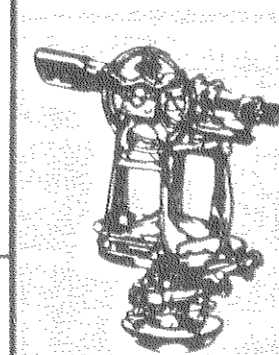
TRAVERSE OF TOE OF BLUFF FROM "A" TO "B" (PER REFERENCE SURVEY #3)

|                                             |             |
|---------------------------------------------|-------------|
| SOUTH 37 DEGREES 32 MINUTES 13 SECONDS EAST | 222.28 FEET |
| SOUTH 19 DEGREES 36 MINUTES 39 SECONDS EAST | 199.59 FEET |
| SOUTH 40 DEGREES 29 MINUTES 50 SECONDS EAST | 102.58 FEET |
| SOUTH 29 DEGREES 16 MINUTES 00 SECONDS EAST | 254.49 FEET |
| SOUTH 43 DEGREES 44 MINUTES 09 SECONDS WEST | 33.39 FEET  |

| DRAWN BY:<br>R.L.F.           | DATE:<br>8-09-95    |      |    |
|-------------------------------|---------------------|------|----|
| CHECKED BY:<br>T.J.F.         | SCALE:<br>1" = 400' |      |    |
| JOB NUMBER:<br>955144         |                     |      |    |
| DRAWING NUMBER:<br>FSI-5167-2 |                     |      |    |
| MARK                          | DESCRIPTION         | DATE | BY |
| REVISION RECORD               |                     |      |    |

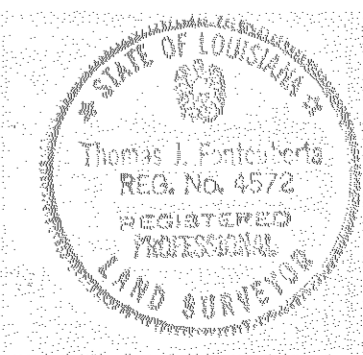
SURVEY OF CERTAIN PORTIONS OF SECTIONS 42, 43, 46, 47, 48 & 49 TOWNSHIP 4 SOUTH - RANGE 2 WEST WEST FELICIANA PARISH, LA.

CERTIFIED CORRECT TO:  
 JAMES RIVER PAPER COMPANY, INC. AND CHICAGO TITLE INSURANCE COMPANY



**Fontcuberta Surveys**  
 INCORPORATED  
 LAND SURVEYORS  
 P.O. BOX 1792  
 COVINGTON, LA. 70434  
 (504) 893-7461

CERTIFIED CORRECT  
*Thomas J. Fontcuberta*  
 SURVEYOR



81938



# West Feliciana Parish Recording Page

Felicia Ann Hendl  
Clerk of Court  
PO Box 1843  
St. Francisville, LA 70775  
(225) 635-3794

**Received From :**  
KEAN, MILLER, HAWTHORNE, DARMOND MCCOWAN  
PO BOX 3513  
BATON ROUGE, LA 70821

**First MORTGAGOR**

TEMBEC INC

**First MORTGAGEE**

ALVIN FAIRBURN & ASSOCIATES LLC

**Index Type :** Mortgages

**File Number :** 99378

**Type of Document :** Map

**Book :** 180      **Page :** 536

**Recording Pages :** 2

### Recorded Information

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

On (Recorded Date) : 04/15/2009

At (Recorded Time) : 3:57:17PM



*America Summers*  
Deputy Clerk



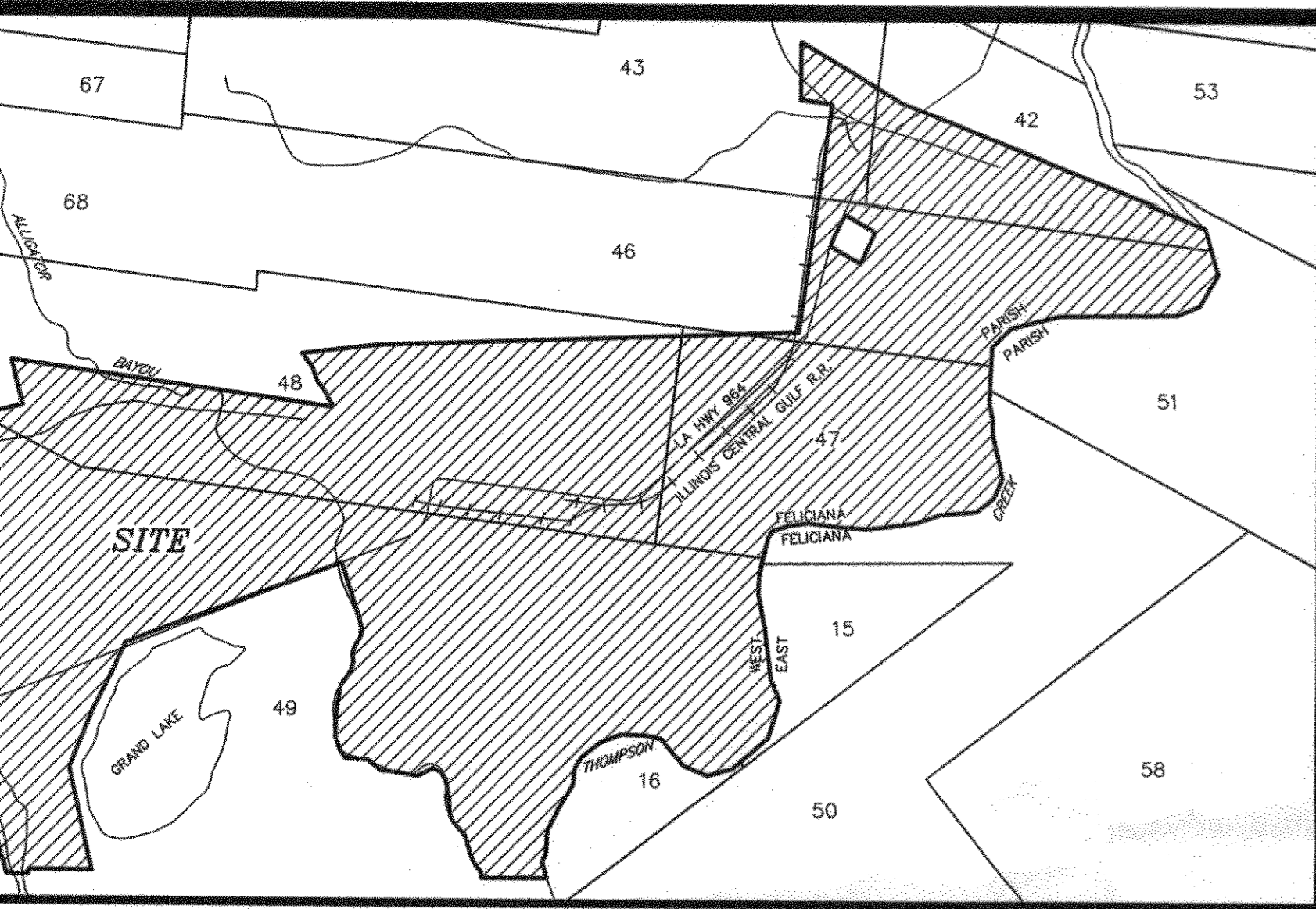
Doc ID - 000568890002

**Return To :**  
KEAN, MILLER, HAWTHORNE, DARMOND MCCOWAN  
PO BOX 3513  
BATON ROUGE, LA 70821

Do not Detach this Recording Page from Original Document

**Book: 180 Page: 536 File Number: 99378 Seq: 1**





VICINITY MAP  
1" = 2000'

**SITE DATA:**  
 TOTAL AREA BEING RESUBDIVIDED 1526.72 ACRES\*  
 TOTAL NO. LOTS 4  
 STREETS STATE HWY/PARISH RD. PRIVATE RD.

The undersigned is the legal representative of this property on the date signed.

**SEWERAGE:**  
 No person shall provide a method of wastewater disposal until that method has been approved by the West Feliciana Health Unit. The owner of the property will be informed that the effluent has to be discharged into open ditches that have to be perpetually maintained and the building site has to be two feet above the ditch the effluent is discharged in.

OWNER: *E. Daniel* DATE: 8/11/08

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

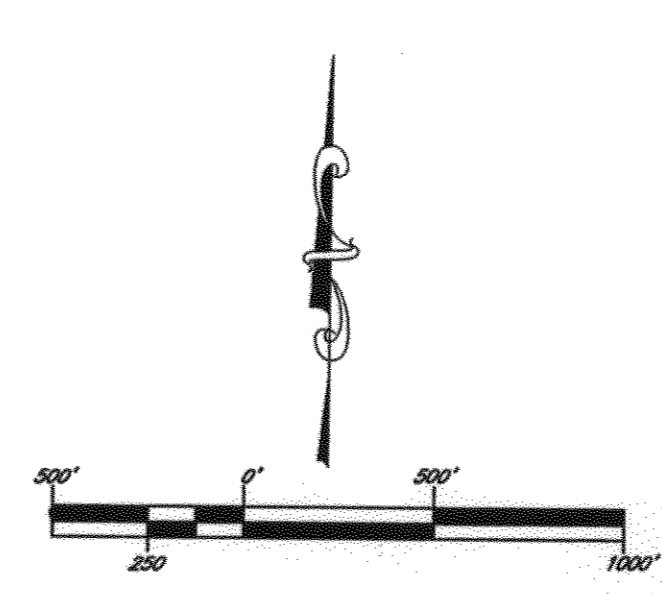
**GENERAL NOTES:**

- The original drawing of this work is the property of Alvin Fairburn & Assoc., LLC. Reproduction of this print is prohibited except by permission of this firm. Additional information is often added in a continuous updating process. Check for latest revision data before acting on data shown. This firm is not responsible for actions or projects based upon obsolete drawings for which this firm was not specifically consulted.
- This survey was based on information supplied by the client, no abstract was obtained to verify ownership of this property.
- Property restrictions, servitudes, improvements, and/or rights-of-way other than those shown exist on this property and owners or potential buyers should be aware that abstracting the title to this property to show of encumbrances was not within the scope of this survey.
- Bearings shown are based on reference no. 1.
- \* Indicates taken from reference and not surveyed.
- Wetland determination was not requested, and was not included in this survey.
- Flood line shown hereon taken from FRM Map, not field verified this survey.
- Section lines shown hereon taken from reference map, not field verified this survey.
- Zoning: MZ

**REFERENCE MAP:**

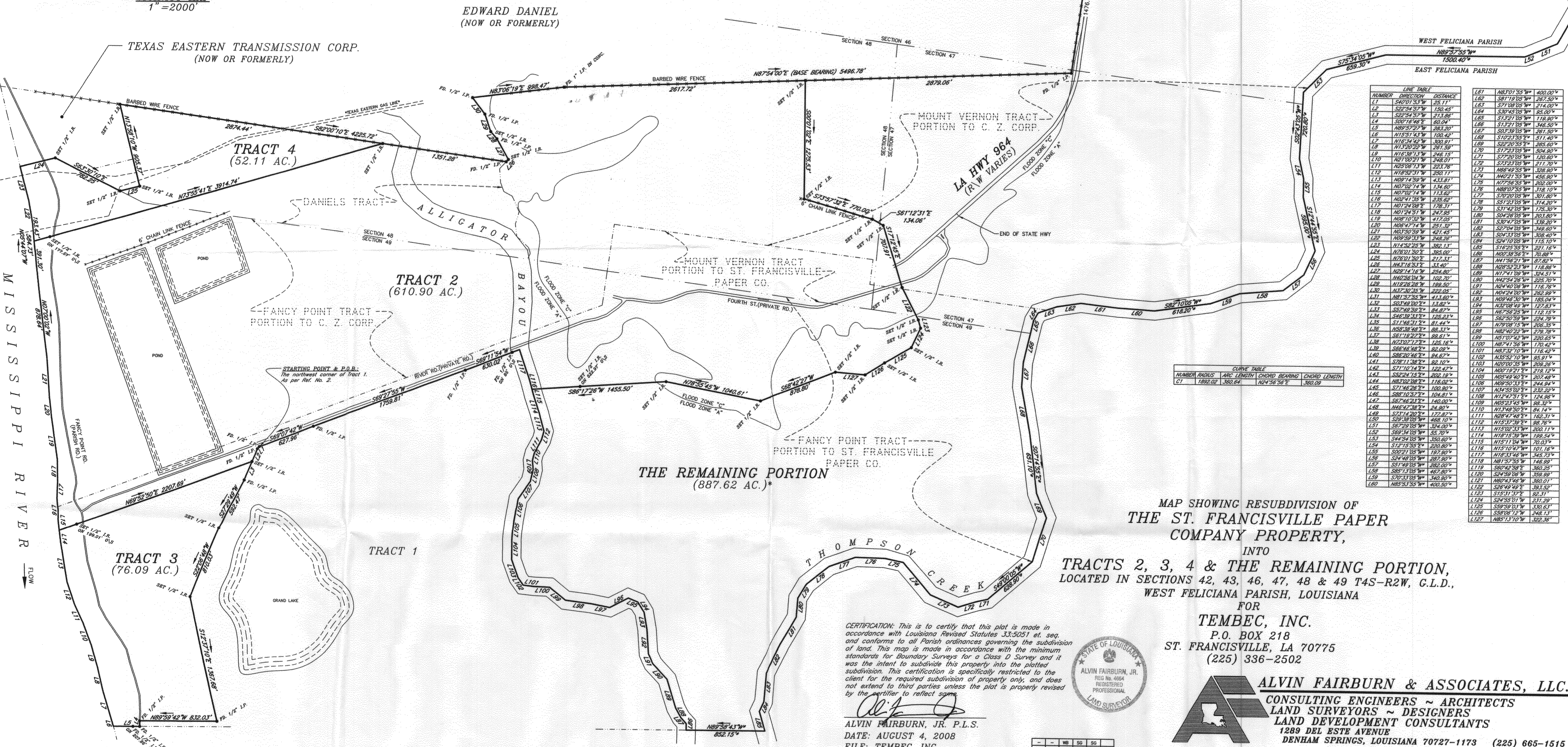
- Property Map Showing Property Divisions and Right-of-Way Servitudes, Revised 9/25/67 by Crown Zellerbach Corp. Central Engineering Office
- Partition Plat for Sale of 319.18 Acre Tract from Property of Crown Paper Co. in West Feliciana Parish, La., dated 5/31/01 by Hydro Consultants, Inc.
- Low Water Reference Plane (LWRP) from map titled "Mississippi River Hydrographic Survey 1991-1992, Black Hawk, La. to Head of Passes, La." By U.S. Army Corps of Engineers, New Orleans District, Sheets 19 & 20.
- Survey of Lot CU St. Francisville Mill Site, dated 10/23/92 by Gary B. Pahn, G.S.

**FLOOD CERTIFICATION:**  
 According to F.I.R.M. Community Panel No. 2202450008 B, effective date 2/13/79, this property falls in flood zones "C" & "X".



APPROVED:  
 M.L. HARVEY JR. AS 8/13/08  
 PARISH CLERK  
 W.A. HARVEY JR. AS 8/14/08  
 SCHOOL BOARD  
 DATE 8/14/08  
 PLANNING & ZONING COMMISSION DATE 8/14/08  
 POLICE JURY DATE 8/14/08

M.L. HARVEY JR. ET AL  
(NOW OR FORMERLY)

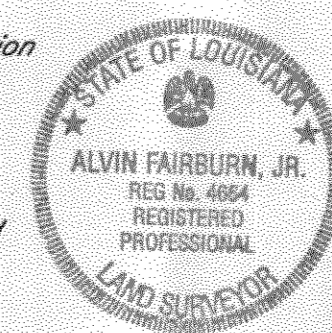


| LINE | TABLE       | NUMBER | DIRECTION | DISTANCE |
|------|-------------|--------|-----------|----------|
| L1   | S80°01'53"W | 25.77  |           |          |
| L2   | S22°54'57"W | 120.45 |           |          |
| L3   | S22°54'57"W | 213.86 |           |          |
| L4   | S00°16'46"E | 80.04  |           |          |
| L5   | N85°25'25"W | 383.20 |           |          |
| L6   | N15°51'43"W | 100.42 |           |          |
| L7   | N16°34'42"W | 300.91 |           |          |
| L8   | N13°20'22"W | 261.59 |           |          |
| L9   | N15°58'17"W | 246.15 |           |          |
| L10  | N21°20'21"W | 248.01 |           |          |
| L11  | N25°26'13"W | 223.76 |           |          |
| L12  | N18°32'07"W | 230.11 |           |          |
| L13  | N87°18'20"W | 433.81 |           |          |
| L14  | N07°02'14"W | 134.60 |           |          |
| L15  | N07°02'14"W | 133.62 |           |          |
| L16  | N02°47'05"W | 235.62 |           |          |
| L17  | N07°10'02"W | 276.31 |           |          |
| L18  | N01°24'51"W | 247.95 |           |          |
| L19  | N08°10'52"W | 417.05 |           |          |
| L20  | N06°47'14"W | 251.32 |           |          |
| L21  | N05°50'53"W | 421.45 |           |          |
| L22  | N09°50'53"W | 248.26 |           |          |
| L23  | N14°52'22"W | 382.13 |           |          |
| L24  | N02°01'50"E | 395.00 |           |          |
| L25  | N13°01'50"E | 272.12 |           |          |
| L26  | N43°16'53"E | 31.40  |           |          |
| L27  | N02°14'16"W | 254.80 |           |          |
| L28  | N40°56'04"W | 102.20 |           |          |
| L29  | N12°26'28"W | 198.50 |           |          |
| L30  | N12°50'35"W | 222.05 |           |          |
| L31  | N01°32'55"W | 413.80 |           |          |
| L32  | S03°48'02"E | 13.82  |           |          |
| L33  | S52°48'30"E | 84.87  |           |          |
| L34  | S46°38'33"E | 125.83 |           |          |
| L35  | S17°46'31"E | 81.44  |           |          |
| L36  | N05°48'46"E | 88.33  |           |          |
| L37  | S01°18'22"E | 88.61  |           |          |
| L38  | N02°02'12"E | 125.16 |           |          |
| L39  | S06°46'48"E | 92.02  |           |          |
| L40  | S06°46'48"E | 92.02  |           |          |
| L41  | S27°11'58"E | 92.10  |           |          |
| L42  | S21°10'14"E | 122.42 |           |          |
| L43  | S25°24'15"E | 202.18 |           |          |
| L44  | N05°06'08"E | 118.82 |           |          |
| L45  | S71°46'30"E | 100.92 |           |          |
| L46  | S08°10'52"E | 104.81 |           |          |
| L47  | S27°46'21"E | 140.00 |           |          |
| L48  | N44°42'38"E | 24.80  |           |          |
| L49  | S21°14'02"E | 127.97 |           |          |
| L50  | S29°39'05"W | 468.10 |           |          |
| L51  | S07°29'05"W | 324.00 |           |          |
| L52  | S09°14'05"W | 52.70  |           |          |
| L53  | S44°54'05"W | 350.80 |           |          |
| L54  | S12°15'55"E | 220.80 |           |          |
| L55  | S02°21'05"W | 197.80 |           |          |
| L56  | S24°46'05"W | 297.57 |           |          |
| L57  | S31°49'05"W | 282.00 |           |          |
| L58  | S05°13'05"W | 467.80 |           |          |
| L59  | S70°33'05"W | 340.80 |           |          |
| L60  | N05°35'55"W | 402.50 |           |          |
| L61  | N83°01'55"W | 400.00 |           |          |
| L62  | S81°19'05"W | 267.50 |           |          |
| L63  | S71°02'05"W | 214.00 |           |          |
| L64  | S30°43'05"W | 93.00  |           |          |
| L65  | S12°12'05"W | 178.90 |           |          |
| L66  | S12°12'05"W | 346.50 |           |          |
| L67  | S03°39'05"W | 261.50 |           |          |
| L68  | S10°21'05"W | 571.40 |           |          |
| L69  | S29°29'05"E | 398.80 |           |          |
| L70  | S12°12'05"W | 504.80 |           |          |
| L71  | S77°20'05"W | 120.80 |           |          |
| L72  | S73°23'05"W | 211.70 |           |          |
| L73  | N06°48'55"W | 328.80 |           |          |
| L74  | N40°21'55"W | 456.80 |           |          |
| L75  | S73°23'05"W | 202.00 |           |          |
| L76  | N09°03'55"W | 318.07 |           |          |
| L77  | S70°20'05"W | 301.80 |           |          |
| L78  | S12°12'05"W | 514.80 |           |          |
| L79  | S31°42'05"W | 175.30 |           |          |
| L80  | S04°26'05"W | 233.80 |           |          |
| L81  | S30°43'05"W | 338.20 |           |          |
| L82  | S27°04'05"W | 348.60 |           |          |
| L83  | S04°33'05"W | 308.40 |           |          |
| L84  | N00°39'56"E | 78.68  |           |          |
| L85  | S16°25'55"E | 221.16 |           |          |
| L86  | N41°36'21"W | 87.82  |           |          |
| L87  | N41°36'21"W | 87.82  |           |          |
| L88  | N29°52'33"W | 118.86 |           |          |
| L89  | N17°41'00"W | 324.57 |           |          |
| L90  | N42°54'26"W | 225.20 |           |          |
| L91  | N04°40'06"W | 176.26 |           |          |
| L92  | N04°24'02"W | 282.94 |           |          |
| L93  | N09°46'30"W | 185.04 |           |          |
| L94  | N32°08'49"W | 127.82 |           |          |
| L95  | N07°56'25"W | 172.54 |           |          |
| L96  | S06°50'59"W | 234.78 |           |          |
| L97  | N79°08'15"W | 208.35 |           |          |
| L98  | N02°40'22"W | 278.28 |           |          |
| L99  | N07°07'42"W | 220.65 |           |          |
| L100 | N07°41'55"W | 170.42 |           |          |
| L101 | N03°32'10"W | 116.42 |           |          |
| L102 | N30°52'10"W | 93.91  |           |          |
| L103 | N20°20'35"W | 202.28 |           |          |
| L104 | N00°19'21"E | 219.18 |           |          |
| L105 | N05°49'40"E | 207.48 |           |          |
| L106 | N09°50'33"E | 244.84 |           |          |
| L107 | N43°53'02"E | 232.22 |           |          |
| L108 | N12°42'51"E | 124.86 |           |          |
| L109 | N05°23'45"W | 98.32  |           |          |
| L110 | N13°48'50"E | 84.14  |           |          |
| L111 | N08°43'40"E | 162.57 |           |          |
| L112 | N15°37'38"E | 86.76  |           |          |
| L113 | N15°02'53"W | 200.11 |           |          |
| L114 | N18°15'39"W | 188.54 |           |          |
| L115 | N15°11'04"W | 78.03  |           |          |
| L116 | N15°10'47"W | 101.18 |           |          |
| L117 | N16°33'46"W | 345.23 |           |          |
| L118 | N01°57'55"W | 146.99 |           |          |
| L119 | S00°42'05"W | 362.37 |           |          |
| L120 | S24°59'06"W | 358.50 |           |          |
| L121 | N00°43'46"W | 360.01 |           |          |
| L122 | S26°49'49"E | 393.52 |           |          |
| L123 | S15°13'17"E | 25.31  |           |          |
| L124 | S24°55'01"W | 231.20 |           |          |
| L125 | S30°59'03"W | 330.61 |           |          |
| L126 | S30°08'12"W | 248.71 |           |          |
| L127 | N05°13'10"W | 322.50 |           |          |

**CURVE TABLE**

| NUMBER | RADIUS  | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|--------|---------|------------|---------------|--------------|
| CT     | 1846.02 | 380.84     | N24°56'56"E   | 380.09       |

MAP SHOWING RESUBDIVISION OF  
 THE ST. FRANCISVILLE PAPER  
 COMPANY PROPERTY,  
 INTO  
 TRACTS 2, 3, 4 & THE REMAINING PORTION,  
 LOCATED IN SECTIONS 42, 43, 46, 47, 48 & 49 T4S-R2W, G.L.D.,  
 WEST FELICIANA PARISH, LOUISIANA  
 FOR  
 TEMBEC, INC.  
 P.O. BOX 218  
 ST. FRANCISVILLE, LA 70775  
 (225) 336-2502



CERTIFICATION: This is to certify that this plat is made in accordance with Louisiana Revised Statutes 33:5051 et seq. and conforms to all Parish ordinances governing the subdivision of land. This map is made in accordance with the minimum standards for Boundary Surveys for a Class D Survey and it was the intent to subdivide this property into the platted subdivision. This certification is specifically restricted to the client for the required subdivision of property only, and does not extend to third parties unless the plat is properly revised by the title to reflect same.

*Alvin Fairburn, Jr.*  
 ALVIN FAIRBURN, JR. P.L.S.  
 DATE: AUGUST 4, 2008  
 FILE: TEMBEC, INC.

|     |    |    |                |
|-----|----|----|----------------|
| --- | WB | SD | SD             |
| --- | FB | PC | CALC. DWG. CHD |



# West Feliciana Parish Recording Page

Felicia Ann Hendl  
Clerk of Court  
PO Box 1843  
St. Francisville, LA 70775  
(225) 635-3794

**Received From :**

KEAN, MILLER, HAWTHORNE, DARMOND MCCOWAN  
PO BOX 3513  
BATON ROUGE, LA 70821

**First VENDOR**

TEMBEC USA LLC

**First VENDEE**

WEST FELICIANA ACQUISITION LLC

**Index Type :** Conveyances

**File Number :** 99379

**Type of Document :** Cash Sale

**Book :** 171      **Page :** 302

**Recording Pages :** 17

### Recorded Information

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

On (Recorded Date) : 04/15/2009

At (Recorded Time) : 3:59:03PM

*Monica Summers*  
Deputy Clerk



Doc ID - 000568900017

**Return To :**

KEAN, MILLER, HAWTHORNE, DARMOND MCCOWAN  
PO BOX 3513  
BATON ROUGE, LA 70821

Do not Detach this Recording Page from Original Document

**Book: 171 Page: 302 File Number: 99379 Seq: 1**

## EXECUTION VERSION

## ACT OF CASH SALE

**BEFORE** the undersigned Notaries Public, and in the presence of the respective undersigned competent witnesses, on the respective dates set forth below, but effective as of the 15<sup>th</sup> day of April, 2009, personally came and appeared:

**TEMBEC USA LLC**, a Delaware limited liability company, whose permanent mailing address is declared to be 1011 Centre Road, Suite 358, Wilmington, Delaware 19805, and whose federal tax identification number ends in the following four digits: 5389, represented herein by Dan Alexander, its duly authorized Manager, pursuant to resolutions attached hereto ("Seller");

who declared that for the price of **one million five hundred thousand (\$1,500,000) DOLLARS**, cash, receipt of which is acknowledged, Seller hereby sells and delivers with full warranty of title, free and clear of all liens, encumbrances, rights and interests whatsoever, except those matters disclosed on Exhibit 1 attached hereto, unto:

**WEST FELICIANA ACQUISITION, LLC**, a Delaware limited liability company, whose mailing address is c/o PanAmerican Capital Partners, LLC, 745 Fifth Avenue Suite 1406, New York, New York 10151, and whose federal tax identification number ends in the following four digits: 1973, appearing herein through Dean Schaffer, its duly authorized representative ("Buyer");

the property described on Exhibit 2 attached hereto, together with all the buildings and improvements located thereon and all the rights, ways, privileges, servitudes and appurtenances thereon to belonging or in anywise appertaining (the "Property"), the possession and delivery of which Buyer acknowledges. TO HAVE AND TO HOLD unto Buyer, its successors and assigns forever, with full substitution and subrogation in and to all rights and actions of warranty which Seller may have against all preceding owners or vendors, hereby subrogating the Buyer to all such rights and actions, to be by itself enjoyed and exercised in the same manner as they might have been by the Seller.

Seller reserves unto itself and Seller's Group (as defined below), and excepts from this transfer, one-half of all of the oil, gas and other minerals in, under and which may be produced from the Property and that are currently owned by Seller. In connection therewith, Seller acknowledges that the Property is to be used by Buyer for a paper pulp and paper plant mill, and related facilities, and that it may hereafter be used for other commercial and industrial facilities. Seller further acknowledges that a condition of Buyer's agreement to allow Seller to retain one-half of Seller's current mineral rights in the Property is that the use of the surface of the Property by Seller or Seller's Group pursuant to the retained mineral interest shall not interfere with the use of the Property by Buyer or Buyer's Group (as defined below).

Seller agrees, for itself and Seller's Group, that the consent of Buyer or Buyer's Group, as the case may be, is required before any surface use of the Property by Seller or Seller's Group,

which consent may not be unreasonably withheld but which consent may be withheld should Buyer or Buyer's Group, as the case may be, reasonably believes that the proposed use will disrupt operations on the Property or should Seller or Seller's Group fail to provide Buyer and Buyer's Group with bonds, insurance, acceptable contractual undertakings, or other evidence satisfactory to Buyer or Buyer's Group, as the case may be, that upon request from Buyer or Buyer's Group, as the case may be, the surface of the Property will be restored to its condition prior to such use. Consent by Buyer or Buyer's Group to any particular surface use shall not relieve Seller and Seller's Group from its obligation to obtain consent from Buyer or Buyer's Group, as the case may be, for any subsequent or alternate or modified surface use.

In the event that Seller or a member of Seller's Group wishes to use the surface of the Property, it shall notify Buyer or Buyer's Group, as the case may be, in writing of the proposed use, in such detail as may be reasonably required by Buyer or Buyer's Group, as the case may be. Buyer or Buyer's Group, as the case may be, shall notify Seller or such member of Seller's Group, as the case may be, in writing, within sixty (60) days after receipt of such written proposal (the "Determination Period") whether Buyer or Buyer's Group, as the case may be, approves or disapproves of such surface use, all in accordance with the standard set forth in the previous paragraph, or whether Buyer or Buyer's Group, as the case may be, requires additional information and detail in order to make its decision (in which event the sixty-day period shall be counted from the time of Buyer's receipt or Buyer's Group's receipt, as the case may be, of the additional information). In the event Buyer or Buyer's Group, as the case may be, fails to respond to a proposal within the Determination Period, such surface use request shall be deemed approved.

Seller, for itself and Seller's Group, agrees that the foregoing conditions shall be contained in each sale, lease, mineral lease, mortgage, or other transfer or encumbrance of all or any portion of the reserved mineral interests and that each buyer, vendee, transferee, lessee, mineral lessee, mortgagee, or secured party shall be obligated to assume these obligations in favor of Buyer or Buyer's Group, as the case may be, as a condition to the enforceability of such sale, lease, mineral lease, mortgage, or other transfer or encumbrance.

As used herein, "Seller's Group" means and includes Seller and its buyers, vendees, lessees, mortgagees, mineral lessees, transferees, successors, and assigns and "Buyer's Group" means and includes Buyer and its buyers, vendees, lessees, mortgagees, mineral lessees, transferees, successors, and assigns.

Property taxes for the current year 2009 have been prorated as of the date hereof. Taxes for all prior years have been paid in full and Buyer shall pay taxes for future years. In accordance with La. R.S. 9:2721(B), from and after the date of this Cash Sale, (a) the name of the person responsible for all property taxes and assessments is Buyer, and (b) all property taxes and assessment notices should be mailed to the address shown in the preamble hereof.

The parties hereto have entered into, on even date herewith, that certain Mortgage, Security Agreement and Assignment of Rents dated as of April 15, 2009 by and between Seller as mortgagee and Buyer as mortgagor for the payment of a portion of the purchase price herein. Seller does hereby waive any and all resolatory conditions associated with the payment of the consideration expressed herein and specifically the right to the dissolution of this sale for non-

payment of the purchase price as expressed in Louisiana Civil Code Article 2561 et seq. relying instead solely upon the security interest of the above-described mortgage and their rights as mortgagee therein.

The parties hereto waive the attachment of mortgage, conveyance, and tax certificates and relieve and release the undersigned Notaries Public from all responsibility in connection therewith

All parties signing this instrument have declared themselves to be of full capacity.

All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, lessees, mortgages, mineral lessees, transferees, and assigns of the respective parties, and Buyer, its successors and assigns, shall have and hold the Property in full ownership forever.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN THAT CERTAIN ASSET PURCHASE AGREEMENT DATED THE 15<sup>TH</sup> DAY OF APRIL, 2009, BETWEEN SELLER AND BUYER (THE "PURCHASE AGREEMENT"), THIS SALE IS MADE AND ACCEPTED ON AN "AS IS, WHERE IS" BASIS, WITHOUT ANY WARRANTIES AS TO CONDITION WHATSOEVER, EVEN AS TO THE RETURN OF THE PURCHASE PRICE. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN ARTICLE 3 OF THE PURCHASE AGREEMENT, BUYER ACCEPTS THE PROPERTY IN ITS CONDITION AS EXISTING AS OF THE DATE HEREOF. UNLESS AND EXCEPT AS SET FORTH HEREIN, SELLER MAKES NO ADDITIONAL OR FURTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OF THE PROPERTY, THE FITNESS OF THE PROPERTY FOR ANY PURPOSE OR INTENDED USE, OR THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES OR REGULATIONS, ALL OF WHICH WARRANTIES ARE HEREBY WAIVED BY BUYER. EXCEPT IN THE CASE OF A BREACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN ARTICLE 3 OF THE PURCHASE AGREEMENT, BUYER FULLY AND COMPLETELY WAIVES ANY AND ALL RIGHTS FOR THE RETURN OF ALL OR ANY PART OF THE PURCHASE PRICE BY THE REASON OF ANY SUCH DEFECTS. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS ACT, NEITHER SELLER NOR ANY PARTY, WHOMSOEVER, ACTING OR PURPORTING TO ACT IN ANY CAPACITY WHATSOEVER ON BEHALF OF SELLER, HAS MADE ANY DIRECT, INDIRECT, EXPLICIT OR IMPLICIT STATEMENT, REPRESENTATION OR DECLARATION, WHETHER BY WRITTEN OR ORAL STATEMENT OR OTHERWISE, AND UPON WHICH BUYER HAS RELIED, CONCERNING THE EXISTENCE OR NON-EXISTENCE OF ANY QUALITY, CHARACTERISTIC OR CONDITION OF THE PROPERTY. BUYER EXPRESSLY WAIVES THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY AGAINST REDHIBITORY VICES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY LOUISIANA CIVIL CODE ARTICLES 2475 AND 2500, AND OTHER APPLICABLE STATE OR FEDERAL LAW, AND THE JURISPRUDENCE THEREUNDER. BUYER ALSO WAIVES ANY RIGHTS IT MAY HAVE IN REDHIBITION OR TO A REDUCTION OF PURCHASE PRICE PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, INCLUSIVE, AND OTHER APPLICABLE STATE OR FEDERAL LAW, IN CONNECTION WITH THE PROPERTY. BY ITS SIGNATURE BELOW, BUYER EXPRESSLY ACKNOWLEDGES ALL SUCH WAIVERS AND ITS EXERCISE OF BUYER'S RIGHT TO WAIVE SUCH WARRANTIES PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2548, AND OTHER APPLICABLE STATE OR FEDERAL LAW. BUYER AGREES THAT BUYER HAS CONDUCTED ITS OWN EVALUATION AND INSPECTION AND HAS MADE ITS OWN DETERMINATION AS TO ANY CONDITION OF THE PROPERTY, ANY DEFECTS THEREIN AND THE SUITABILITY OF THE PROPERTY FOR THE INTENDED PURPOSES.



SELLER ACKNOWLEDGES THAT THE LIMITATIONS OF THIS SECTION DO NOT AFFECT SELLER'S WARRANTY OF TITLE TO THE PROPERTY.

STATE OF Louisiana

PARISH/COUNTY OF East Baton Rouge

THUS DONE AND SIGNED on the 15<sup>th</sup> day of April, 2009, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the Seller and me, Notary Public, after due reading of the whole.

WITNESSES:

Seller:  
TEMBEC USA LLC

Jennifer Tullier

Printed Name: Jennifer Tullier

By: [Signature]

Name: Dan Alexander

Title: Manager

Betty Pennington

Printed Name: BETTY PENNINGTON

[Signature]

Notary Public

Printed Name: Hays M. Alexander

Bar Roll/Notary No. 27937

My commission expires: at Death

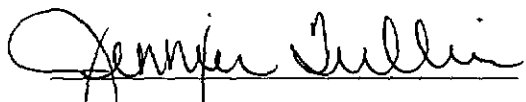
STATE OF Louisiana

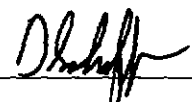
PARISH/COUNTY OF East Baton Rouge

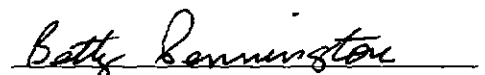
THUS DONE AND SIGNED on the 15<sup>th</sup> day of April, 2009, in the presence of me, Notary, and the following competent witnesses, who have signed in the presence of the Buyer and me, Notary Public, after due reading of the whole.

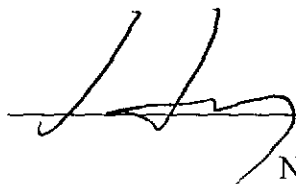
WITNESSES:

Buyer:  
**WEST FELICIANA ACQUISITION, LLC**

  
Printed Name: Jennifer Tullier

By:   
Name: Dean Schaffer  
Title: Authorized Representative

  
Printed Name: BETTY PENNINGTON

  
Notary Public

Printed Name: Hayes M. Alexander

Bar Roll/Notary No. 27937

My commission expires: at Death

**EXHIBIT 1  
TO ACT OF CASH SALE**

Title Exceptions

1. Servitude by R.H. Daniel and Lloyd J. Cobb to Dixie Electric Membership Corp., by act dated 6/28/49, recorded in COB 46, Page 347, records of West Feliciana Parish.
2. Predial servitude or right of way of passage by Crown Zellerbach Corporation to Mrs. Kathleen Byrne Matthews, et al., as per deed dated 6/06/57, recorded in COB 51, Page 170, records of West Feliciana Parish.
3. Reservation by Annie Lawrason Butler, et al., unto themselves, their heirs and assigns of a predial servitude of right of way of passage in act dated 6/06/57 and recorded 6/20/57 in COB 51, Page 175, records of West Feliciana Parish and in COB A-3, Page 407, records of West Feliciana Parish.
4. Right of way for road by Crown Zellerbach Corporation to Police Jury of West Feliciana, dated 7/10/57, recorded in COB 51, Page 246, records of West Feliciana Parish.
5. Right of way by Crown Zellerbach Corporation to Gulf States Utilities Company, dated 11/19/57, recorded in COB 51, Page 469, records of West Feliciana Parish. Modified by a Right of Way by Crown Zellerbach Corporation to Gulf States Utilities Company, dated 3/12/78 and recorded in COB 69, Page 17, records of West Feliciana Parish. Partially released by act recorded in COB 108, Page 63, records of West Feliciana Parish.
6. Right of way by Crown Zellerbach Corporation to Highway Department, dated 1/31/58 and recorded in COB 51, Page 537, records of West Feliciana Parish.
7. Servitude Agreement by Crown Zellerbach Corporation to Illinois Central Railroad Company, dated 12/17/57 and recorded in COB 51, Page 574, records of West Feliciana Parish.
8. Right of Way by Crown Zellerbach Corporation in South Bell Telegraph & Telephone Company, dated 5/30/58 and recorded in COB 52, Page 75, records of West Feliciana Parish.
9. Right of Way by Crown Zellerbach Corporation to Illinois Central Railroad Company, dated 12/08/58 and recorded in COB 52, Page 279, records of West Feliciana Parish.
10. Right of Way by Crown Zellerbach Corporation to Illinois Central Railroad, dated 3/29/65 and recorded in COB 57, Page 573, records of West Feliciana Parish.

11. Right of Way by Crown Zellerbach Corporation to Texas Eastern Transmission Corporation, dated 3/28/68 and recorded in COB 60, Page 190, records of West Feliciana Parish.
12. Right of Way by Crown Zellerbach Corporation to Gulf States Utilities Company, dated 12/22/68 and recorded in COB 60, Page 361, records of West Feliciana Parish.
13. Act granting rights by Crown Zellerbach Corporation to South Central Bell, dated 9/27/68 and recorded in COB 60, Page 406, records of West Feliciana Parish.
14. Right of Way by Crown Zellerbach Corporation to Gulf States Utilities Company, dated 7/01/69 and recorded in COB 60, Page 719, records of West Feliciana Parish. Modified by a Right of Way by Crown Zellerbach Corporation to Gulf States Utilities Company, dated 3/12/78 and recorded in COB 69, Page 17, records of West Feliciana Parish. Partially released by act recorded in COB 108, Page 63, records of West Feliciana Parish.
15. Lease by Crown Zellerbach Corporation to Enos T. Parker, Inc., dated 7/24/73 and recorded in COB 64, Page 150, records of West Feliciana Parish.
16. Right of Way by Crown Zellerbach Corporation to Gulf States Utilities Company, dated 7/24/79 and recorded in COB 73, Page 242, records of West Feliciana Parish.
17. Right of Way by Crown Zellerbach Corporation to Creole Gas Pipeline, dated 10/31/85 and recorded in COB 95, Page 235, records of West Feliciana Parish.
18. Statutory Declaration of St. Francisville Paper Company dated 10/11/57 and recorded in COB 51, Page 413 and in MOB 7A, Page 4, records of West Feliciana Parish.
19. Right of Way by St. Francisville Paper Company to Gulf States Utilities Co. in Sections 47, 48 and 49, T4S, R2W, dated 11/19/57 and recorded in COB 51, Page 472, records of West Feliciana Parish. Modified by a Right of Way by Crown Zellerbach Corporation to Gulf States Utilities Company, dated 3/12/78 and recorded in COB 69, Page 17, records of West Feliciana Parish. Partially released by act recorded in COB 108, Page 63, records of West Feliciana.
20. Servitude Agreement by St. Francisville Paper Company to Illinois Central Railroad Co. in sections 47 and 48, T4S, R2W, dated 12/17/57 and recorded in COB 51, Page 572, records of West Feliciana Parish.
21. Agreement by and between St. Francisville Paper Company and Gulf States Utilities in sections 47, 48 and 49, T4S, R2W, dated 7/01/69 and recorded in COB 60, Page 717, records of West Feliciana Parish. Modified by a Right of Way by Crown Zellerbach Corporation to Gulf States Utilities Company, dated 3/12/78 and recorded

- in COB 69, Page 17, records of West Feliciana Parish. Partially released by act recorded in COB 108, Page 63, records of West Feliciana Parish.
22. Assignment by James River Corporation to James River II, Inc., recorded in COB 104, Page 370, records of West Feliciana Parish.
  23. Servitudes of right of way granted by Mrs. Margaret Ford Daniel and Robert H. Daniel granted unto Texas Eastern Transmission Corporation, as per act dated 4/22/55 and recorded 7/27/55 in COB 49, Page 410, records of West Feliciana Parish. By act dated 2/05/57, Texas Eastern Transmission Corporation released all its rights in and to the temporary right of way created thereby, by reserved all other rights. Modified in part by a Right of Way by Crown Zellerbach Corporation to Texas Eastern Transmission Corporation, dated 11/25/60 and recorded in COB 54, Page 329, records of West Feliciana Parish.
  24. Servitude of right of way dated 7/08/55 by Laving Lawrason, et al to Texas Eastern Transmission Corporation for the construction, operation and maintenance of pipelines for the transportation of oil, gas and other products across the northerly portion of the 282.4 acre Fancy Point tract, which servitude was recorded in COB 49, Page 561, records of West Feliciana Parish. Amended by act recorded in COB 50, Page 383, records of West Feliciana Parish. Amended by amendatory Agreement re rights of way by and between James River Corporation, Industrial District #1 and Texas Eastern Transmission Corporation, recorded in COB 109, Page 393, records of West Feliciana Parish.
  25. Any defects or claims to the road shown on the Geological Survey of 1954 along the easterly bank of the Mississippi River across a portion of the property (the 282.4 acre tract), which appears to be a road maintained as a public servitude.
  26. Highway right of way to Highway #848, dated February 10, 1936, recorded in COB 39, Page 507, records of West Feliciana Parish.
  27. Right of way to Transcontinental Gas Pipe Line Corporation in Lot 1 of the Riddle Partition, dated February 2, 1949, recorded in COB 46, Page 215, records of West Feliciana Parish.
  28. Right of way to Texas Eastern Transmission Corporation dated August 9, 1955, recorded in COB 49, Page 568, records of West Feliciana Parish.
  29. Bill of Sale and servitude dated 2/28/96 but effective as of 3/01/93 between Crown Paper Co. d/b/a Crown Vantage and Mid Louisiana Gas Company, recorded in COB 127, Page 281, Instrument No. 70043; and COB 129, Page 29, Instrument No. 71419, both of the official records of West Feliciana Parish.



30. Right of Way and Servitude Agreement dated 11/19/99 between Crown Paper Co. d/b/a Crown Vantage and TransMortgage Terminating Inc., recorded as Instrument No. 78649, records of West Feliciana Parish.
31. Right of Way Instrument Entergy Gulf States, Inc. (Louisiana) dated 11/22/99 between Crown Paper Co. d/b/a Crown Vantage and Entergy Gulf States, Inc., recorded as Entry No. 78699 in COB 128, Page 226, records of West Feliciana Parish.
32. Assignment of Assumption of Lease between Crown Paper Co. and Tembec USA LLC, recorded as Entry No. 81941, records of West Feliciana Parish.

**EXHIBIT 2  
TO ACT OF CASH SALE**

**LEGAL DESCRIPTION  
TRACT 2**

**Located in Sections 47, 48 & 49, T4S-R2W**

A certain 610.90 acre tract of land, being Tract 2 located in Sections 47, 48 & 49, T4S-R2W, G.L.D., West Feliciana Parish, Louisiana, and being more particularly described as follows: Starting at the northwest corner of Tract 1 also being the POINT OF BEGINNING; thence proceed South 40 degrees 01 minutes 53 seconds West, a distance of 25.11 feet; thence South 22 degrees 54 minutes 57 seconds West, a distance of 150.45 feet; thence South 69 degrees 52 minutes 50 seconds West, a distance of 2207.69 feet; thence North 07 degrees 02 minutes 14 seconds West, a distance of 113.62 feet; thence North 02 degrees 41 minutes 35 seconds West, a distance of 235.62 feet; thence North 01 degrees 24 minutes 08 seconds East, a distance of 178.31 feet; thence North 01 degrees 24 minutes 51 seconds West, a distance of 247.95 feet; thence North 08 degrees 10 minutes 32 seconds West, a distance of 417.05 feet; thence North 06 degrees 47 minutes 14 seconds West, a distance of 251.32 feet; thence North 03 degrees 50 minutes 59 seconds West, a distance of 421.45 feet; thence North 07 degrees 00 minutes 02 seconds West, a distance of 878.64 feet; thence North 05 degrees 44 minutes 07 seconds West, a distance of 391.30 feet; thence North 73 degrees 55 minutes 41 seconds East, a distance of 3914.74 feet; thence South 82 degrees 00 minutes 10 seconds East, a distance of 1351.28 feet; thence North 43 degrees 16 minutes 53 seconds East, a distance of 33.40 feet; thence North 29 degrees 14 minutes 16 seconds West, a distance of 254.80 feet; thence North 40 degrees 56 minutes 04 seconds West, a distance of 102.70 feet; thence North 19 degrees 26 minutes 28 seconds West, a distance of 199.50 feet; thence North 37 degrees 30 minutes 35 seconds West, a distance of 222.05 feet; thence North 83 degrees 06 minutes 19 seconds East, a distance of 998.47 feet; thence North 87 degrees 54 minutes 00 seconds East, a distance of 2617.72 feet; thence South 00 degrees 01 minutes 02 seconds East, a distance of 1275.53 feet; thence South 73 degrees 57 minutes 32 seconds East, a distance of 770.00 feet; thence South 61 degrees 12 minutes 31 seconds East, a distance of 134.06 feet; thence South 17 degrees 12 minutes 45 seconds East, a distance of 707.91 feet; thence South 26 degrees 49 minutes 49 seconds East, a distance of 393.52 feet; thence South 15 degrees 31 minutes 37 seconds East, a distance of 92.31 feet; thence South 24 degrees 55 minutes 01 seconds West, a distance of 231.29 feet; thence South 59 degrees 59 minutes 03 seconds West, a distance of 330.63 feet; thence South 58 degrees 06 minutes 12 seconds West, a distance of 248.13 feet; thence North 85 degrees 13 minutes 10 seconds West, a distance of 322.36 feet; thence South 68 degrees 42 minutes 27 seconds West, a distance of 878.80 feet; thence North 78 degrees 55 minutes 45 seconds West, a distance of 1040.61 feet; thence South 86 degrees 17 minutes 26 seconds West, a distance of 1455.50 feet; thence North 15 degrees 10 minutes 47 seconds West, a distance of 101.16 feet; thence North 18 degrees 33 minutes 46 seconds West, a distance of 345.73 feet; thence South 69 degrees 11 minutes 54 seconds West, a distance of 630.02 feet; thence South 69 degrees 27 minutes 55 seconds West, a distance of 1759.81 feet; thence South 69 degrees 07 minutes 42 seconds West, a distance of 627.96 feet to the POINT OF BEGINNING.

All according to map entitled "Map Showing Resubdivision of The St. Francisville Paper Company Property...", dated 8/4/08, Job Number A080235, by Alvin Fairburn and Associates, LLC.

TEMBEC USA LLC

CERTIFIED COPY OF THE RESOLUTIONS ADOPTED BY THE SOLE MEMBER AND SOLE MANAGER OF TEMBEC USA LLC ON APRIL 15, 2009

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**BE IT RESOLVED**, that the manager of the Company be, and is hereby authorized and empowered on behalf of the Company to sell to West Feliciana Acquisition, LLC (the "Buyer") the property (the "Property") described in Exhibit A attached hereto for the sum of ONE MILLION FIVE HUNDRED THOUSAND and NO/100 (\$1,500,000.00) Dollars.

**BE IT FURTHER RESOLVED**, that the manager of the Company be, and is hereby authorized and empowered to execute and deliver such deeds, certificates, applications and such other documents as he may deem necessary to effect the foregoing transactions on behalf of the Company, each containing such terms and conditions as the said manager may in his sole discretion determine, and to do all other things necessary and proper in order to sell the Property, all in his complete and uncontrolled discretion.

**BE IT FURTHER RESOLVED**, that any and all acts heretofore performed by the said manager in furtherance of the said transactions be and they are hereby ratified and confirmed as the acts of this Company.

**BE IT FURTHER RESOLVED**, that this Unanimous Written Consent may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which when taken together shall constitute one and the same document.

\*\*\*\*\*

I, the undersigned, Dan Alexander, Manager of Tembec USA LLC hereby certifies that the foregoing is a true copy of the resolutions adopted by the sole member and sole manager of Tembec USA LLC on April 15, 2009 and that these resolutions are at present in full force and effect, unamended.

Baton Rouge, Louisiana, this April 15, 2009.

  
\_\_\_\_\_  
Dan Alexander, Manager

EXHIBIT A  
TO CERTIFIED RESOLUTIONS

**LEGAL DESCRIPTION OF PROPERTY**  
**TRACT 2**  
**Located in Sections 47, 48 & 49, T4S-R2W**

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of 1759.81 feet; thence South 69 degrees 07 minutes 42 seconds West, a distance of 627.96 feet to the POINT OF BEGINNING.

All according to map entitled "Map Showing Resubdivision of The St. Francisville Paper Company Property...", dated 8/4/08, Job Number A080235, by Alvin Fairburn and Associates, LLC.

# West Feliciana Parish Recording Page

Felicia Ann Hendt  
Clerk of Court  
PO Box 1843  
St. Francisville, LA 70775  
(225) 635-3794

**Received From :**

KEAN, MILLER, HAWTHORNE, DARMOND MCCOWAN  
PO BOX 3513  
BATON ROUGE, LA 70821

**First VENDOR**

TEMBEC USA LLC

**First VENDEE**

WEST FELICIANA ACQUISITION LLC

**Index Type :** Conveyances

**File Number :** 99380

**Type of Document :** Servitude

**Book :** 171      **Page :** 319

**Recording Pages :** 17

### Recorded Information

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

On (Recorded Date) : 04/15/2009

At (Recorded Time) : 4:00:35PM



Doc ID - 000568910017

*Felicia Ann Hendt*  
Deputy Clerk



**Return To :**

KEAN, MILLER, HAWTHORNE, DARMOND MCCOWAN  
PO BOX 3513  
BATON ROUGE, LA 70821

**EXECUTION VERSION**

**GRANT OF RECIPROCAL SERVITUDES**

**BE IT KNOWN**, that on the dates set forth hereinbelow, before the respective undersigned Notaries Public, duly commissioned and qualified in and for the Parishes/Counties and States set forth below and in the presence of the undersigned competent witnesses, personally came and appeared:

**TEMBEC USA LLC**, a Delaware limited liability company, whose permanent mailing address is declared to be 1011 Centre Road, Suite 358, Wilmington, DE 19805, represented herein by Dan Alexander, its duly authorized Manager, ("Tembec"); and

**WEST FELICIANA ACQUISITION, LLC**, a Delaware limited liability company, whose mailing address is 2105 Hwy. 964, Saint Francisville, LA 70775, represented herein by Dean Schaffer, its duly authorized representative ("Company"),

who did declare as follows:

**RECITALS**

**WHEREAS**, Tembec is the owner of those parcels of ground located in West Feliciana Parish, Louisiana, designated as "Tract 3," "Tract 4," and "The Remaining Portion" (collectively, the "Tembec Property") on the map prepared by Alvin Fairburn & Associates, LLC, a copy of which is attached hereto as *Exhibit A* (the "Map"), and is more fully described on *Exhibit B* attached hereto; and

**WHEREAS**, Company is the owner of that parcel of ground located in West Feliciana Parish, Louisiana, designated as "Tract 2" on the Map ("Company Property") and more fully described on *Exhibit C* attached hereto; and

**WHEREAS**, the parties seek servitudes through each other's properties for the purpose of ingress to and egress from their respective and adjoining properties; and

**WHEREAS**, Company seeks a servitude through the Tembec property for the purpose of maintaining a wastewater outfall pipeline; and

**WHEREAS**, the parties agree that it is in their respective best interest to grant certain servitude rights with respect to the servitude areas (as hereinafter defined) and, accordingly, agree to enter into the following agreements.

**AGREEMENT**

**THEREFORE**, in consideration of the foregoing recitals, and the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

## 1. Company Servitude.

1.1 Grant. Tembec does hereby grant unto Company a non-exclusive predial servitude in favor of Company Property, upon the terms and conditions hereinafter set forth (the "Company Servitude"), on, over and across Tembec Property along all existing roads and roadways as shown on the Map for the express purpose of gaining access to Company Property and for compliance with the provisions of Section 4.5. The location of the existing roads and roadways is marked in red on the Map, and such existing roads and roadways, and such reasonable additional areas as may be needed in order to comply with the provisions of Section 4.5 are defined as the "Company Servitude Area".

1.2 Use. Company Servitude shall be limited to the right of ingress and egress by Company and its contractors, subcontractors, and its and their employees, invitees and representatives, over and across the Company Servitude Area for access to Company Property and for compliance with the provisions of Section 4.5. All other uses of the Company Servitude Area are prohibited. Company shall have no right of use of or entry upon any other portion of Tembec Property except with Tembec's prior written consent. Tembec, for itself and its employees, lessees, representatives, agents, contractors, invitees, licensees, assigns and successors, shall at all times have the right to use the Company Servitude Area for any purpose whatsoever, provided, however, that such use shall not interfere unreasonably with the use of the Company Servitude Area by Company.

1.3 Grant of Pipeline Servitude. Tembec does hereby grant unto Company a non-exclusive predial servitude in favor of Company Property on, over and across the Tembec Property, for the maintenance of an existing water outfall pipeline (the "Pipeline Servitude") along the existing pipeline location, generally marked in green on the Map. At the request of Company, Tembec will execute and supplement to this agreement in order to more fully locate the Pipeline Servitude upon a survey of the location. The Pipeline Servitude shall extent for ten (10) feet on each side of the centerline location of the existing pipeline, and shall also include additional temporary areas, as needed for maintenance and repair, and shall further include such additional areas as are needed for ingress and egress from the location of the existing pipeline.

## 2. Tembec Servitude.

2.1 Grant. Company does hereby grant unto Tembec a non-exclusive predial servitude in favor of Tembec Property, upon the terms and conditions hereinafter set forth (the "Tembec Servitude"), on, over and across Company Property along all existing roads and roadways as shown on the Map for the express purpose of gaining access to Tembec Property. The location of the existing roads and roadways is marked in blue on the Map and are defined as the "Tembec Servitude Area".

2.2 Use. Tembec Servitude shall be limited to the right of ingress and egress by Tembec and its contractors, subcontractors, and its and their employees, invitees and representatives, over and across the Tembec Servitude Area for access to Tembec Property. All other uses of the Tembec Servitude Area are prohibited. Tembec shall have no right of use of or entry upon any other portion of Company Property except with Company's prior consent. Company, for itself and its employees, lessees, representatives, agents, contractors, invitees,

licensees, assigns and successors, shall at all times have the right to use the Tembec Servitude Area for any purpose whatsoever, provided, however, that such use shall not interfere unreasonably with the use of the Tembec Servitude Area by Tembec.

3. Default.

3.1 Rights and Remedies. No breach of this reciprocal servitude shall entitle any owner to cancel, rescind or otherwise terminate this instrument, but such limitation shall not affect in any manner any other rights or remedies which such owner may have hereunder by reason of any breach of this instrument. The parties acknowledge and agree that the provisions of this reciprocal servitude may be enforced by the owners and their respective successors and assigns, as owners of the tracts which are benefited and encumbered hereby, and may be modified from time to time or terminated by the written agreement of the owners and their respective successors and assigns. In the event that any party fails to perform any of the requirements of it under this instrument, the aggrieved party or parties shall be entitled to, among other remedies, perform such requirement on such party's behalf and obtain reimbursement therefor, or to initiate injunctive relief for the protection of the aggrieved party's interest hereunder without a showing of irreparable injury, loss or damage.

3.2 Continued Use and Enjoyment. The parties hereto hereby agree that, notwithstanding anything contained herein to the contrary, the failure, or alleged failure, of any party hereto to perform any or all of its obligations, covenants or agreements contained herein or imposed as a matter of law, shall never serve or be used or claimed as a ground for claiming or declaring the servitudes established hereunder as being terminated or terminable by either party hereto, it being understood that none of such obligations, covenants or agreements is a condition to the continued use and enjoyment of the servitude established hereunder, in perpetuity.

3.3 Injunctive Relief. In the event of any violation or threatened violation of any provision in this reciprocal servitude by any owner, lessee or occupant of any portion of a tract, the parties shall have the right, in addition to any other remedies that may be available at law or in equity, to enjoin such violation or threatened violation.

3.4 Prevailing Party. In the event legal proceedings are brought or commenced to enforce any of the terms of this reciprocal servitude against any owner or other person with an interest in a tract, the prevailing party in such action shall be entitled to receive, and shall receive from the defaulting owner, a reasonable sum as attorneys' fees and costs.

4. General Provisions.

4.1 Insurance. Each party agrees to maintain, or cause to be maintained, liability insurance against claims for bodily injury, loss of life, or property damage occurring in or in connection with the servitudes herein granted one to the other, with bodily injury, loss of life and property damage with each such insurance policy having limits of no less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Each party shall cause the other party to be named as an additional insured on its liability insurance policies with waivers of subrogation and, upon written request therefor, provide to the other party insurance certificates

demonstrating compliance with this section and providing that such insurance policy shall not be canceled and modified without not less than thirty (30) days prior notice to the other party.

#### 4.2 Indemnification.

(a) Tembec or its successors and assigns, as owner of the Tembec Property, or any future owner or owners of the Tembec Property, as owners of such parcel, as the case may be (each hereinafter referred to individually as a "Tembec Property Indemnitor") shall protect, defend, indemnify and hold harmless Company or its successors and assigns and all future owners and occupants of the Company Property, and their respective officers, shareholders, directors, partners, members, representatives, agents, contractors, subcontractors, employees, servants, licensees, tenants and invitees (hereinafter referred to individually and collectively as "Company Property Indemnitee Parties"), from and against, any and all liabilities, damages, expenses, causes of action, suits, claims or judgments arising from or related to personal injury, death or property damage relating to use of the Tembec Servitude Area, by the Tembec Property Indemnitor, its officers, shareholders, directors, partners, members, representatives, agents, contractors, subcontractors, employees, servants, licensees, tenants or invitees except to the extent caused by Company Property Indemnitee Parties' negligence or willful misconduct.

(b) Company or its successors and assigns, as owner of the Company Property, or any future owner or owners of the Company Property, as owners of such parcel, as the case may be (each hereinafter referred to individually as a "Company Property Indemnitor") shall protect, defend, indemnify and hold harmless Tembec or its successors and assigns and all future owners and occupants of the Tembec Property, and their respective officers, shareholders, directors, partners, members, representatives, agents, contractors, subcontractors, employees, servants, licensees, tenants and invitees (hereinafter referred to individually and collectively as "Tembec Indemnitee Parties"), from and against, any and all liabilities, damages, expenses, causes of action, suits, claims or judgments arising from or related to personal injury, death or property damage relating to use of the Company Servitude Area by the Company Property Indemnitor, its officers, shareholders, directors, partners, members, representatives, agents, contractors, subcontractors, employees, servants, licensees, tenants or invitees, except to the extent caused by Tembec Property Indemnitee Parties' negligence or willful misconduct.

4.3 Property "As-Is"; No Warranty. Tembec and Company grant these servitudes on Tembec Property and Company Property, respectively, "AS-IS" and without warranty of any nature, express or implied, including without limitation: (a) the suitability of the servitude areas for each party's purposes, or the zoning of the servitude area for each party's intended use; (b) the soil and subsurface conditions of the servitude areas; (c) the environmental condition of the servitude areas; (d) whether or not any of the servitude areas is composed of wetlands; or (e) the elevation of the servitude areas with respect to inundation by flood water, all of which are expressly acknowledged by each party.

4.4 Predial Servitude; Not a Public Dedication. The servitudes granted herein are private predial servitudes established by Tembec on Tembec Property for the benefit of Company Property and established by Company on Company Property for the benefit of Tembec Property. The servitudes granted herein shall run with the land. The parties hereby create only private servitudes and do not dedicate said servitudes as public roads or servitudes. It is



distinctly understood and agreed that this Agreement does not constitute a conveyance of any part of the servitude areas nor of the minerals therein and thereunder, but grants only the servitudes as above provided.

4.5 Maintenance. Company shall be fully responsible for maintaining and repairing at its sole expense the Tembec Servitude Area and Company Servitude Area; provided, however, that Tembec shall reimburse Company for Company's actual documented cost for maintaining and repairing the Company Servitude Area, except for extraordinary damage to the Company Servitude Area caused by Company, its employees, agents, contractors, subcontractors, or invitees. Tembec shall reimburse Company for Company's actual documented cost for repairing extraordinary damage to the Tembec Servitude Area caused by Tembec, its employees, agents, contractors, subcontractors, or invitees.

4.6 Governing Law; Successors and Assigns. This agreement shall be governed by the laws of the State of Louisiana, and the servitudes, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon each owner and its assigns, grantees, and successors. From and after the conveyance of all or a portion of a property by the then current owner, such then current owner shall be released from duties or obligations under this agreement to the extent that the property or a portion therein is conveyed and a transferee acquiring title to such property or a portion thereof shall be responsible for such duties and obligations by virtue of becoming the owner of the property or a portion thereof; provided, however, that an owner transferring title to all or a portion of a tract shall not be released from any liability, damages or other claims resulting from such owner's failure to comply with its duties and obligations under this agreement prior to such conveyance.

4.7 Authority of Parties. Each party represents and warrants to the other that it has the interest in the properties purported to be held by it, has obtained all consents that may be required for it to enter into this agreement and perform its obligations hereunder, and has full power and authority to enter into this agreement and perform its obligations hereunder.

4.8 Entire Agreement. This agreement and the Asset Purchase Agreement entered into by Tembec and Company on April 15, 2009 represent the entire understanding of the parties hereto. This agreement shall not be modified except in writing by both parties, and no agreement or representation, verbal or otherwise, made by either party to the other shall be binding on either party unless incorporated in this agreement or the above-mentioned Asset Purchase Agreement.

4.9 Counterparts. This instrument may be signed in counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement.

*{Signatures on following pages}*

STATE OF Louisiana

PARISH/COUNTY OF East Baton Rouge

THUS DONE, READ AND SIGNED on this 15<sup>th</sup> day of April, 2009, in the presence of the undersigned witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

TEMBEC USA LLC

Jennifer Tullier

Printed Name: Jennifer Tullier

BY: [Signature]

Printed Name: Dan Alexander

Title: Manager

Betty Pennington

Printed Name: BETTY PENNINGTON

[Signature]

Notary Public

Printed Name: Hays M. Alexander

Bar Roll/Notary No. 27937

My commission expires: at Death

STATE OF Louisiana

PARISH/COUNTY OF East Baton Rouge

THUS DONE, READ AND SIGNED on this 15<sup>th</sup> day of April, 2009, in the presence of the undersigned witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

WEST FELICIANA ACQUISITION, LLC

Jennifer Tullier

Printed Name: Jennifer Tullier

BY: Dean Schaffer

Printed Name: Dean Schaffer

Title: Authorized Representative

Betty Pennington

Printed Name: BETTY PENNINGTON

[Signature]

Notary Public

Printed Name: Henry M. Alexander

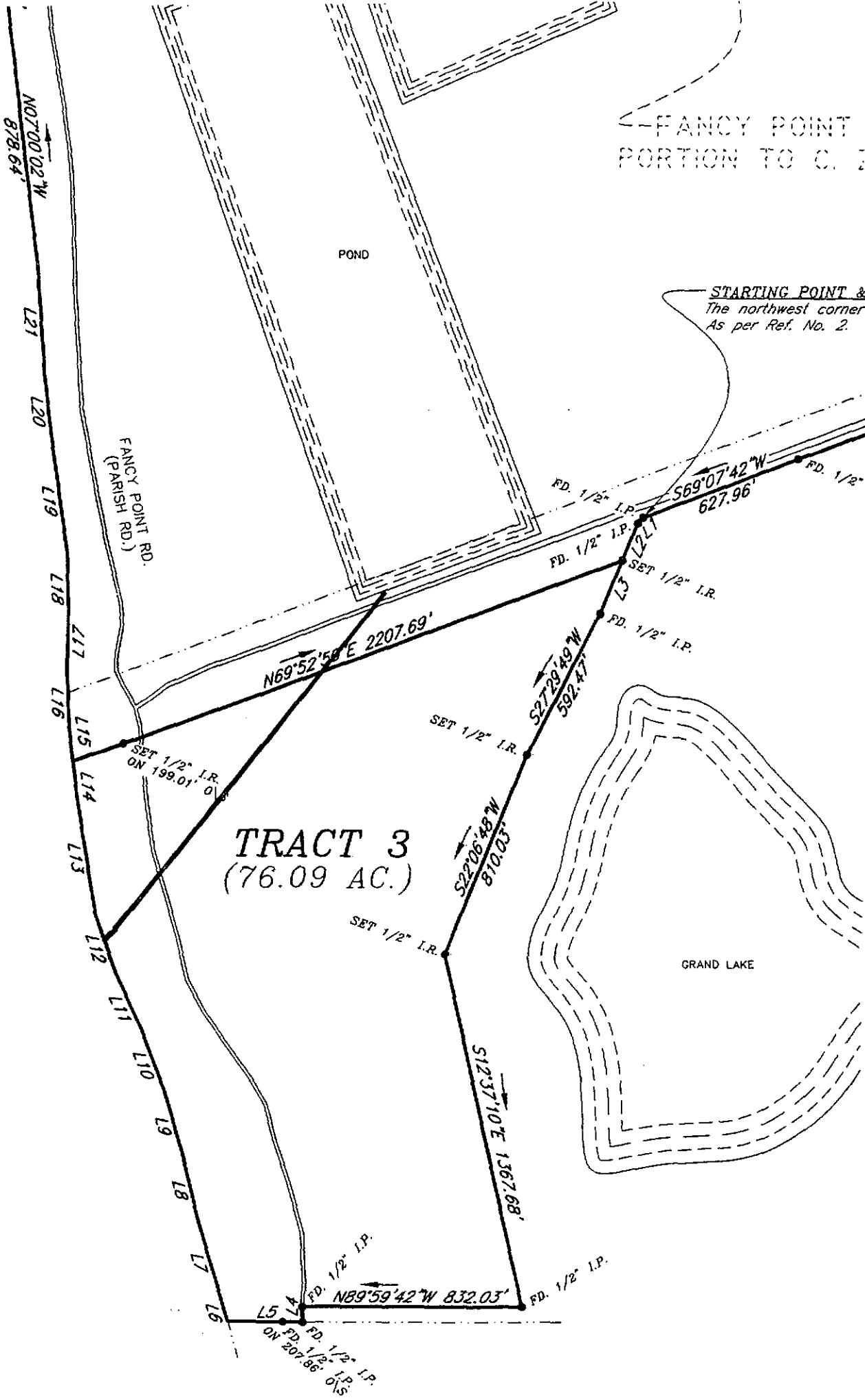
Bar Roll/Notary No. 27937

My commission expires: at Death

***EXHIBIT A***  
**TO GRANT OF RECIPROCAL SERVITUDES**  
**[Map – See Attached]**

MISSISSIPPI RIVER

FLOW



F:\JOBFILES\A080235\SURVEY\RESUB.DWG

**EXHIBIT B****TEMBEC PROPERTY****LEGAL DESCRIPTION****TRACT 3****Located in Section 49, T4S-R2W**

A certain 76.09 acre tract of land, being Tract 3 located in Section 49, T4S-R2W, G.L.D., West Feliciana Parish, Louisiana, and being more particularly described as follows: Starting at the northwest corner of Tract 1, proceed South 40 degrees 01 minutes 53 seconds West, a distance of 25.11 feet; thence South 22 degrees 54 minutes 57 seconds West, a distance of 150.45 feet to the POINT OF BEGINNING; thence proceed South 22 degrees 54 minutes 57 seconds West, a distance of 213.86 feet; thence South 27 degrees 29 minutes 49 seconds West, a distance of 592.47 feet; thence South 22 degrees 06 minutes 48 seconds West, a distance of 810.03 feet; thence South 12 degrees 37 minutes 10 seconds East, a distance of 1367.68 feet; thence North 89 degrees 59 minutes 42 seconds West, a distance of 832.03 feet; thence South 00 degrees 16 minutes 46 seconds East, a distance of 60.04 feet; thence North 89 degrees 57 minutes 27 seconds West, a distance of 283.20 feet; thence North 15 degrees 51 minutes 43 seconds West, a distance of 100.42 feet; thence North 16 degrees 34 minutes 42 seconds West, a distance of 300.91 feet; thence North 13 degrees 20 minutes 22 seconds West, a distance of 261.59 feet; thence North 16 degrees 38 minutes 13 seconds West, a distance of 246.15 feet; thence North 21 degrees 00 minutes 21 seconds West, a distance of 248.01 feet; thence North 25 degrees 06 minutes 13 seconds West, a distance of 223.76 feet; thence North 18 degrees 52 minutes 31 seconds West, a distance of 250.11 feet; thence North 09 degrees 14 minutes 59 seconds West, a distance of 433.81 feet; thence North 07 degrees 02 minutes 14 seconds West, a distance of 134.60 feet; thence North 69 degrees 52 minutes 50 seconds East, a distance of 2207.69 feet to the POINT OF BEGINNING.

All according to map entitled "Map Showing Resubdivision of The St. Francisville Paper Company Property...", dated 8/4/08, Job Number A080235, by Alvin Fairburn and Associates, LLC.

**LEGAL DESCRIPTION****TRACT 4****Located in Sections 48 & 49, T4S-R2W**

A certain 52.11 acre tract of land, being Tract 4 located in Sections 48 & 49, T4S-R2W, G.L.D., West Feliciana Parish, Louisiana, and being more particularly described as follows: Starting at the northwest corner of Tract 1, proceed South 40 degrees 01 minutes 53 seconds West, a distance of 25.11 feet; thence South 22 degrees 54 minutes 57 seconds West, a distance of 150.45 feet; thence South 69 degrees 52 minutes 50 seconds West, a distance of 2207.69 feet; thence North 07 degrees 02 minutes 14 seconds West, a distance of 113.62 feet; thence North 02 degrees 41 minutes 35 seconds West, a distance of 235.62 feet; thence North 01 degrees 24



minutes 08 seconds East, a distance of 178.31 feet; thence North 01 degrees 24 minutes 51 seconds West, a distance of 247.95 feet; thence North 08 degrees 10 minutes 32 seconds West, a distance of 417.05 feet; thence North 06 degrees 47 minutes 14 seconds West, a distance of 251.32 feet; thence North 03 degrees 50 minutes 59 seconds West, a distance of 421.45 feet; thence North 07 degrees 00 minutes 02 seconds West, a distance of 878.64 feet; thence North 05 degrees 44 minutes 07 seconds West, a distance of 391.30 feet to the POINT OF BEGINNING; thence proceed North 05 degrees 44 minutes 07 seconds West, a distance of 193.43 feet; thence North 09 degrees 59 minutes 33 seconds West, a distance of 248.26 feet; thence North 14 degrees 52 minutes 25 seconds West, a distance of 382.13 feet; thence North 76 degrees 01 minutes 50 seconds East, a distance of 395.00 feet; thence South 63 degrees 30 minutes 10 seconds East, a distance of 782.25 feet; thence North 76 degrees 01 minutes 50 seconds East, a distance of 217.33 feet; thence North 13 degrees 58 minutes 10 seconds West, a distance of 905.37 feet; thence South 82 degrees 00 minutes 10 seconds East, a distance of 2874.44 feet; thence South 73 degrees 55 minutes 41 seconds West, a distance of 3914.74 feet to the POINT OF BEGINNING.

All according to map entitled "Map Showing Resubdivision of The St. Francisville Paper Company Property...", dated 8/4/08, Job Number A080235, by Alvin Fairburn and Associates, LLC.

**LEGAL DESCRIPTION**  
**THE REMAINING PORTION**  
**Located in Sections 42, 43, 46, 47, 48 & 49, T4S-R2W**

A certain 887.62 acre tract of land, being The Remaining Portion located in Sections 42, 43, 46, 47, 48 & 49, T4S-R2W, G.L.D., West Feliciana Parish, Louisiana, and being more particularly described as follows: Starting at the northwest corner of Tract 1, proceed North 69 degrees 07 minutes 42 seconds East, a distance of 627.96 feet; thence North 69 degrees 27 minutes 55 seconds East, a distance of 1759.81 feet; thence North 69 degrees 11 minutes 54 seconds East, a distance of 630.02 feet; thence South 18 degrees 33 minutes 46 seconds East, a distance of 345.73 feet; thence South 15 degrees 10 minutes 47 seconds East, a distance of 101.16 feet to the POINT OF BEGINNING; thence proceed North 86 degrees 17 minutes 26 seconds East, a distance of 1455.50 feet; thence South 78 degrees 55 minutes 45 seconds East, a distance of 1040.61 feet; thence North 68 degrees 42 minutes 27 seconds East, a distance of 878.80 feet; thence South 85 degrees 13 minutes 10 seconds East, a distance of 322.36 feet; thence North 58 degrees 06 minutes 12 seconds East, a distance of 248.13 feet; thence North 59 degrees 59 minutes 03 seconds East, a distance of 330.63 feet; thence North 24 degrees 55 minutes 01 seconds East, a distance of 231.29 feet; thence North 15 degrees 31 minutes 37 seconds West, a distance of 92.31 feet; thence North 26 degrees 49 minutes 49 seconds West, a distance of 393.52 feet; thence North 17 degrees 12 minutes 45 seconds West, a distance of 707.91 feet; thence South 61 degrees 12 minutes 31 seconds East, a distance of 134.06 feet; thence North 73 degrees 57 minutes 32 seconds West, a distance of 770.00 feet; thence North 00 degrees 01 minutes 02 seconds West, a distance of 1275.53 feet; thence North 87 degrees 54 minutes 00 seconds East, a distance of 2879.06 feet; thence North 08 degrees 02 minutes 05 seconds East, a distance of 2965.43 feet; thence North 81 degrees 57 minutes 55 seconds West, a distance of

413.60 feet; thence North 00 degrees 02 minutes 05 seconds East, a distance of 669.68 feet; thence along the arc of a curve to the left having a radius of 2003.20 feet, an arc length of 1521.28 feet, with a chord bearing of South 50 degrees 06 minutes 45 seconds East, and a chord length of 1484.99 feet; thence South 72 degrees 20 minutes 44 seconds East, a distance of 2669.49 feet; thence South 03 degrees 49 minutes 00 seconds East, a distance of 13.82 feet; thence South 57 degrees 49 minutes 59 seconds East, a distance of 84.87 feet; thence South 46 degrees 39 minutes 33 seconds East, a distance of 125.23 feet; thence South 11 degrees 46 minutes 31 seconds East, a distance of 81.44 feet; thence North 58 degrees 38 minutes 48 seconds East, a distance of 88.33 feet; thence South 61 degrees 19 minutes 27 seconds East, a distance of 99.61 feet; thence North 73 degrees 07 minutes 17 seconds East, a distance of 125.16 feet; thence South 66 degrees 46 minutes 48 seconds East, a distance of 92.09 feet; thence South 86 degrees 20 minutes 46 seconds East, a distance of 94.67 feet; thence South 78 degrees 11 minutes 38 seconds East, a distance of 92.10 feet; thence South 71 degrees 10 minutes 14 seconds East, a distance of 122.47 feet; thence South 52 degrees 24 minutes 15 seconds East, a distance of 202.19 feet; thence North 83 degrees 02 minutes 08 seconds East, a distance of 116.02 feet; thence South 71 degrees 46 minutes 26 seconds East, a distance of 100.90 feet; thence South 88 degrees 10 minutes 57 seconds East, a distance of 104.81 feet; thence South 67 degrees 46 minutes 23 seconds East, a distance of 140.00 feet; thence North 46 degrees 47 minutes 38 seconds East, a distance of 24.90 feet; thence South 73 degrees 14 minutes 20 seconds East, a distance of 177.87 feet; thence South 15 degrees 29 minutes 55 seconds East, a distance of 618.00 feet; thence South 29 degrees 38 minutes 05 seconds West, a distance of 468.10 feet; thence South 67 degrees 29 minutes 05 seconds West, a distance of 324.00 feet; thence South 69 degrees 34 minutes 05 seconds West, a distance of 55.70 feet; thence North 89 degrees 57 minutes 55 seconds West, a distance of 1500.40 feet; thence South 75 degrees 34 minutes 05 seconds West, a distance of 659.30 feet; thence South 44 degrees 54 minutes 05 seconds West, a distance of 350.60 feet; thence South 02 degrees 43 minutes 05 seconds West, a distance of 720.80 feet; thence South 12 degrees 15 minutes 55 seconds East, a distance of 220.80 feet; thence South 00 degrees 21 minutes 05 seconds West, a distance of 197.90 feet; thence South 12 degrees 44 minutes 55 seconds East, a distance of 595.00 feet; thence South 24 degrees 48 minutes 05 seconds West, a distance of 287.90 feet; thence South 51 degrees 49 minutes 05 seconds West, a distance of 282.00 feet; thence South 85 degrees 13 minutes 05 seconds West, a distance of 467.80 feet; thence South 70 degrees 33 minutes 05 seconds West, a distance of 340.90 feet; thence South 82 degrees 10 minutes 05 seconds West, a distance of 618.20 feet; thence North 85 degrees 53 minutes 55 seconds West, a distance of 400.50 feet; thence North 83 degrees 01 minutes 55 seconds West, a distance of 400.00 feet; thence South 81 degrees 19 minutes 05 seconds West, a distance of 267.50 feet; thence South 71 degrees 08 minutes 05 seconds West, a distance of 214.00 feet; thence South 30 degrees 45 minutes 05 seconds West, a distance of 95.00 feet; thence South 13 degrees 21 minutes 05 seconds West, a distance of 119.90 feet; thence South 13 degrees 21 minutes 05 seconds West, a distance of 346.50 feet; thence South 03 degrees 39 minutes 05 seconds West, a distance of 261.50 feet; thence South 10 degrees 23 minutes 55 seconds East, a distance of 511.40 feet; thence South 07 degrees 14 minutes 55 seconds East, a distance of 651.10 feet; thence South 22 degrees 20 minutes 55 seconds East, a distance of 285.60 feet; thence South 17 degrees 23 minutes 05 seconds West, a distance of 504.90 feet; thence South 49 degrees 00 minutes 05 seconds West, a distance of 628.90 feet; thence South 77 degrees 20 minutes 05 seconds West, a distance of 120.60 feet; thence South 73 degrees 23 minutes 05 seconds West, a distance of 211.70 feet;

thence North 66 degrees 49 minutes 55 seconds West, a distance of 328.90 feet; thence North 40 degrees 21 minutes 55 seconds West, a distance of 456.90 feet; thence North 77 degrees 56 minutes 55 seconds West, a distance of 202.00 feet; thence North 88 degrees 07 minutes 55 seconds West, a distance of 318.10 feet; thence South 70 degrees 20 minutes 05 seconds West, a distance of 301.80 feet; thence South 51 degrees 23 minutes 05 seconds West, a distance of 314.20 feet; thence South 31 degrees 42 minutes 05 seconds West, a distance of 175.30 feet; thence South 04 degrees 26 minutes 05 seconds West, a distance of 203.80 feet; thence South 30 degrees 47 minutes 05 seconds West, a distance of 339.20 feet; thence South 27 degrees 04 minutes 05 seconds West, a distance of 349.60 feet; thence South 04 degrees 33 minutes 05 seconds West, a distance of 308.40 feet; thence South 24 degrees 10 minutes 05 seconds West, a distance of 115.10 feet; thence South 16 degrees 25 minutes 55 seconds East, a distance of 221.16 feet; thence North 89 degrees 58 minutes 43 seconds West, a distance of 852.15 feet; thence North 00 degrees 38 minutes 56 seconds East, a distance of 70.88 feet; thence North 41 degrees 56 minutes 21 seconds West, a distance of 87.82 feet; thence North 28 degrees 52 minutes 23 seconds West, a distance of 118.86 feet; thence North 17 degrees 41 minutes 09 seconds West, a distance of 324.51 feet; thence North 42 degrees 54 minutes 26 seconds West, a distance of 225.70 feet; thence North 24 degrees 40 minutes 06 seconds West, a distance of 116.76 feet; thence North 04 degrees 24 minutes 00 seconds West, a distance of 262.99 feet; thence North 09 degrees 46 minutes 30 seconds West, a distance of 185.04 feet; thence North 32 degrees 08 minutes 49 seconds West, a distance of 127.83 feet; thence North 67 degrees 56 minutes 25 seconds West, a distance of 112.15 feet; thence South 62 degrees 50 minutes 59 seconds West, a distance of 224.79 feet; thence North 79 degrees 08 minutes 15 seconds West, a distance of 206.35 feet; thence North 82 degrees 40 minutes 22 seconds West, a distance of 279.78 feet; thence North 51 degrees 07 minutes 42 seconds West, a distance of 220.65 feet; thence North 87 degrees 41 minutes 56 seconds West, a distance of 170.42 feet; thence North 83 degrees 32 minutes 10 seconds West, a distance of 116.42 feet; thence North 35 degrees 52 minutes 10 seconds West, a distance of 95.91 feet; thence North 20 degrees 00 minutes 35 seconds West, a distance of 209.26 feet; thence North 00 degrees 19 minutes 21 seconds East, a distance of 219.12 feet; thence North 05 degrees 49 minutes 40 seconds East, a distance of 207.48 feet; thence North 09 degrees 50 minutes 33 seconds East, a distance of 244.94 feet; thence North 34 degrees 55 minutes 02 seconds East, a distance of 232.22 feet; thence North 12 degrees 47 minutes 51 seconds East, a distance of 124.96 feet; thence North 05 degrees 23 minutes 45 seconds West, a distance of 98.32 feet; thence North 13 degrees 48 minutes 50 seconds East, a distance of 84.14 feet; thence North 28 degrees 47 minutes 48 seconds East, a distance of 162.31 feet; thence North 15 degrees 37 minutes 39 seconds East, a distance of 98.76 feet; thence North 15 degrees 02 minutes 33 seconds West, a distance of 200.11 feet; thence North 18 degrees 15 minutes 39 seconds West, a distance of 199.54 feet; thence North 15 degrees 11 minutes 04 seconds West, a distance of 70.03 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

A certain 3.02 acre tract of land, being Lot CU located in Section 46, T4S-R2W, G.L.D., West Feliciana Parish, Louisiana, and being more particularly described as follows: Starting at the northwest corner of Tract 1, proceed North 69 degrees 07 minutes 42 seconds East, a distance of 627.96 feet; thence North 69 degrees 27 minutes 55 seconds East, a distance of 1759.81 feet; thence North 69 degrees 11 minutes 54 seconds East, a distance of 630.02 feet; thence South 18 degrees 33 minutes 46 seconds East, a distance of 345.73 feet; thence South 15 degrees 10

minutes 47 seconds East, a distance of 101.16 feet; thence North 86 degrees 17 minutes 26 seconds East, a distance of 1455.50 feet; thence South 78 degrees 55 minutes 45 seconds East, a distance of 1040.61 feet; thence North 68 degrees 42 minutes 27 seconds East, a distance of 878.80 feet; thence South 85 degrees 13 minutes 10 seconds East, a distance of 322.36 feet; thence North 58 degrees 06 minutes 12 seconds East, a distance of 248.13 feet; thence North 59 degrees 59 minutes 03 seconds East, a distance of 330.63 feet; thence North 24 degrees 55 minutes 01 seconds East, a distance of 231.29 feet; thence North 15 degrees 31 minutes 37 seconds West, a distance of 92.31 feet; thence North 26 degrees 49 minutes 49 seconds West, a distance of 393.52 feet; thence North 17 degrees 12 minutes 45 seconds West, a distance of 707.91 feet; thence South 61 degrees 12 minutes 31 seconds East, a distance of 134.06 feet; thence North 73 degrees 57 minutes 32 seconds West, a distance of 770.00 feet; thence North 00 degrees 01 minutes 02 seconds West, a distance of 1275.53 feet; thence North 87 degrees 54 minutes 00 seconds East, a distance of 2879.06 feet; thence North 08 degrees 02 minutes 05 seconds East, a distance of 1476.60 feet; thence South 81 degrees 57 minutes 55 seconds East, a distance of 146.99 feet to the POINT OF BEGINNING; thence proceed along the arc of a curve to the right having a radius of 1892.02 feet, an arc length of 360.64 feet, with a chord bearing of North 24 degrees 56 minutes 56 seconds East, and a chord length of 360.09 feet; thence South 60 degrees 42 minutes 58 seconds East, a distance of 360.25 feet; thence South 24 degrees 59 minutes 06 seconds West, a distance of 359.99 feet; thence North 60 degrees 43 minutes 46 seconds West, a distance of 360.01 feet to the POINT OF BEGINNING.

All according to map entitled "Map Showing Resubdivision of The St. Francisville Paper Company Property...", dated 8/4/08, Job Number A080235, by Alvin Fairburn and Associates, LLC.

**EXHIBIT C****COMPANY PROPERTY****LEGAL DESCRIPTION****TRACT 2****Located in Sections 47, 48 & 49, T4S-R2W**

A certain 610.90 acre tract of land, being Tract 2 located in Sections 47, 48 & 49, T4S-R2W, G.L.D., West Feliciana Parish, Louisiana, and being more particularly described as follows: Starting at the northwest corner of Tract 1 also being the POINT OF BEGINNING; thence proceed South 40 degrees 01 minutes 53 seconds West, a distance of 25.11 feet; thence South 22 degrees 54 minutes 57 seconds West, a distance of 150.45 feet; thence South 69 degrees 52 minutes 50 seconds West, a distance of 2207.69 feet; thence North 07 degrees 02 minutes 14 seconds West, a distance of 113.62 feet; thence North 02 degrees 41 minutes 35 seconds West, a distance of 235.62 feet; thence North 01 degrees 24 minutes 08 seconds East, a distance of 178.31 feet; thence North 01 degrees 24 minutes 51 seconds West, a distance of 247.95 feet; thence North 08 degrees 10 minutes 32 seconds West, a distance of 417.05 feet; thence North 06 degrees 47 minutes 14 seconds West, a distance of 251.32 feet; thence North 03 degrees 50 minutes 59 seconds West, a distance of 421.45 feet; thence North 07 degrees 00 minutes 02 seconds West, a distance of 878.64 feet; thence North 05 degrees 44 minutes 07 seconds West, a distance of 391.30 feet; thence North 73 degrees 55 minutes 41 seconds East, a distance of 3914.74 feet; thence South 82 degrees 00 minutes 10 seconds East, a distance of 1351.28 feet; thence North 43 degrees 16 minutes 53 seconds East, a distance of 33.40 feet; thence North 29 degrees 14 minutes 16 seconds West, a distance of 254.80 feet; thence North 40 degrees 56 minutes 04 seconds West, a distance of 102.70 feet; thence North 19 degrees 26 minutes 28 seconds West, a distance of 199.50 feet; thence North 37 degrees 30 minutes 35 seconds West, a distance of 222.05 feet; thence North 83 degrees 06 minutes 19 seconds East, a distance of 998.47 feet; thence North 87 degrees 54 minutes 00 seconds East, a distance of 2617.72 feet; thence South 00 degrees 01 minutes 02 seconds East, a distance of 1275.53 feet; thence South 73 degrees 57 minutes 32 seconds East, a distance of 770.00 feet; thence South 61 degrees 12 minutes 31 seconds East, a distance of 134.06 feet; thence South 17 degrees 12 minutes 45 seconds East, a distance of 707.91 feet; thence South 26 degrees 49 minutes 49 seconds East, a distance of 393.52 feet; thence South 15 degrees 31 minutes 37 seconds East, a distance of 92.31 feet; thence South 24 degrees 55 minutes 01 seconds West, a distance of 231.29 feet; thence South 59 degrees 59 minutes 03 seconds West, a distance of 330.63 feet; thence South 58 degrees 06 minutes 12 seconds West, a distance of 248.13 feet; thence North 85 degrees 13 minutes 10 seconds West, a distance of 322.36 feet; thence South 68 degrees 42 minutes 27 seconds West, a distance of 878.80 feet; thence North 78 degrees 55 minutes 45 seconds West, a distance of 1040.61 feet; thence South 86 degrees 17 minutes 26 seconds West, a distance of 1455.50 feet; thence North 15 degrees 10 minutes 47 seconds West, a distance of 101.16 feet; thence North 18 degrees 33 minutes 46 seconds West, a distance of 345.73 feet; thence South 69 degrees 11 minutes 54 seconds West, a distance of 630.02 feet; thence South 69 degrees 27 minutes 55 seconds West, a distance of 1759.81 feet; thence South 69 degrees 07 minutes 42 seconds West, a distance of 627.96 feet to the POINT OF BEGINNING.

All according to map entitled "Map Showing Resubdivision of The St. Francisville Paper Company Property...", dated 8/4/08, Job Number A080235, by Alvin Fairburn and Associates, LLC.



# West Feliciana Parish Recording Page

Felicia Ann Hendl  
Clerk of Court  
PO Box 1843  
St. Francisville, LA 70775  
(225) 635-3794

**Received From :**  
HESSE & BUTTERWORTH  
POST OFFICE BOX 1099  
ST. FRANCISVILLE, LA 70775

**First VENDOR**  
TEMBEC USA LLC

**First VENDEE**  
BURTON LAND INVESTMENTS LLC

**Index Type :** Conveyances

**File Number :** 102367

**Type of Document :** Cash Sale

**Book :** 176      **Page :** 225

**Recording Pages :** 10

### Recorded Information

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

On (Recorded Date) : 09/13/2010

At (Recorded Time) : 4:21:38PM



Doc ID - 000602280010

Deputy Clerk



**Return To :**  
HESSE & BUTTERWORTH  
POST OFFICE BOX 1099  
ST. FRANCISVILLE, LA 70775

**STATE OF LOUISIANA  
PARISH OF WEST FELICIANA**

**ACT OF CASH SALE**

BE IT KNOWN, that before me, Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

**TEMBEC USA LLC**, a Delaware limited liability company, whose permanent mailing address is declared to be 1011 Centre Road, Suite 358, Wilmington, Delaware 19805, and whose federal tax identification number ends in the following four digits: 5389, represented herein by Brian McKay, its duly authorized Representative, hereinafter sometimes referred to as "TEMBEC" or "SELLER";

Who declared that for the price of ONE MILLION FOUR HUNDRED THOUSAND (\$1,400,000.00) DOLLARS cash, receipt of which is acknowledged, SELLER hereby sells and delivers with warranty of title limited to SELLER's acts only, free from any lien or mortgage, and with full subrogation and substitution in and to all rights of warranty SELLER may have, unto:

**BURTON LAND INVESTMENTS, L.L.C.**, a Louisiana limited liability company, whose permanent mailing address is declared to be 235 La Rue France, Lafayette, Louisiana 70508, and whose federal tax identification number ends in the following four digits: 0465, represented herein by R.L. Burton, its duly authorized Manager, hereinafter sometimes referred to as "BURTON" or "PURCHASER";

the following described property, with all its component parts, including all rights, ways, prescriptions, servitudes and other appurtenances thereto belonging, the possession of which PURCHASER acknowledges:

An approximately 770 +/- acre tract of land, being that portion of "The **Remaining Portion**" located in Sections 42, 43, 46, 47, 48, & 49, T4S-R2W, G.L.D., West Feliciana Parish, Louisiana, depicted on that map of survey by Alvin Fairburn and Associates dated August 4, 2008 ( a copy of which map is attached hereto as Exhibit "A", lying south and east of the centerline of Highway 964 (as depicted on that certain survey map by Charles Wilson dated August 21, 2010, a copy of which is attached hereto as Exhibit B", sometimes referred to herein as "the Property", and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made part hereof for all purposes.

The Sale is made by SELLER with warranty of title limited to SELLER's acts only, free from any lien or mortgage, and with full subrogation and substitution in and to all rights of SELLER; provided, however, that SELLER conveys without any title warranty whatsoever the bed and bottom of Thompson's Creek and that portion of the Property lying south and east of the northern and western edge of Thompson's Creek as it currently exists.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN THAT CERTAIN AGREEMENT TO PURCHASE AND SELL DATED THE 9<sup>TH</sup> DAY OF SEPTEMBER, 2010, BETWEEN SELLER AND PURCHASER (THE "PURCHASE AGREEMENT"), THIS SALE IS MADE AND ACCEPTED ON AN "AS IS, WHERE IS" BASIS, WITHOUT ANY WARRANTIES AS TO CONDITION WHATSOEVER, EVEN AS TO THE RETURN OF THE PURCHASE PRICE. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER

*ACT OF CASH SALE**Page 2 of 5*

IN THE PURCHASE AGREEMENT, PURCHASER ACCEPTS THE PROPERTY IN ITS CONDITION AS EXISTING AS OF THE DATE HEREOF. UNLESS AND EXCEPT AS SET FORTH HEREIN, SELLER MAKES NO ADDITIONAL OR FURTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OF THE PROPERTY, THE FITNESS OF THE PROPERTY FOR ANY PURPOSE OR INTENDED USE, OR THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES OR REGULATIONS, ALL OF WHICH WARRANTIES ARE HEREBY WAIVED BY PURCHASER. EXCEPT IN THE CASE OF A BREACH OF THE REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN THE PURCHASE AGREEMENT, PURCHASER FULLY AND COMPLETELY WAIVES ANY AND ALL RIGHTS FOR THE RETURN OF ALL OR ANY PART OF THE PURCHASE PRICE BY THE REASON OF ANY SUCH DEFECTS. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS ACT OR IN THE PURCHASE AGREEMENT, NEITHER SELLER NOR ANY PARTY, WHOMSOEVER, ACTING OR PURPORTING TO ACT IN ANY CAPACITY WHATSOEVER ON BEHALF OF SELLER, HAS MADE ANY DIRECT, INDIRECT, EXPLICIT OR IMPLICIT STATEMENT, REPRESENTATION OR DECLARATION, WHETHER BY WRITTEN OR ORAL STATEMENT OR OTHERWISE, AND UPON WHICH PURCHASER HAS RELIED, CONCERNING THE EXISTENCE OR NON-EXISTENCE OF ANY QUALITY, CHARACTERISTIC OR CONDITION OF THE PROPERTY. PURCHASER EXPRESSLY WAIVES THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY AGAINST REDHIBITORY VICIES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY LOUISIANA CIVIL CODE ARTICLES 2475 AND 2500, AND OTHER APPLICABLE STATE OR FEDERAL LAW, AND THE JURISPRUDENCE THEREUNDER. PURCHASER ALSO WAIVES ANY RIGHTS IT MAY HAVE IN REDHIBITION OR TO A REDUCTION OF PURCHASE PRICE PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, INCLUSIVE, AND OTHER APPLICABLE STATE OR FEDERAL LAW, IN CONNECTION WITH THE PROPERTY. BY ITS SIGNATURE BELOW, PURCHASER EXPRESSLY ACKNOWLEDGES ALL SUCH WAIVERS AND ITS EXERCISE OF PURCHASER'S RIGHT TO WAIVE SUCH WARRANTIES PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2548, AND OTHER APPLICABLE STATE OR FEDERAL LAW. This provision has been called to the attention of the PURCHASER and fully explained to the PURCHASER, and the PURCHASER acknowledges that he has read and understands this limitation of warranty and accepts the property with this limited warranty.

Seller hereby reserves all mineral rights, but all surface rights to the Property are transferred to Purchaser, with Seller (or Seller's predecessors, successors and assigns or mineral lessees) retaining the right to develop minerals from the Property only by means of directional drilling from adjacent properties or by pooling or unitization of the Property with other tracts; it being the express intention of Purchaser and Seller that Seller (or Seller's predecessors, successors and assigns or mineral lessees) shall not have the right to develop the minerals retained utilizing the surface of the Property. The term "minerals" as used herein shall include, without limiting the generality of such term, oil, gas, casing-head gas, hydrocarbons, methane, and all other natural hydrocarbon elements, compounds and substances, but shall exclude clay, coal, sand, gravel and other minerals requiring surface mining to reduce to possession.

Sale of the property is subject to all servitudes, restrictions and other matters of record in the official records of West Feliciana Parish affecting the Property (other than mortgages, privileges, liens, security interests, lis pendens and judgments) but includes all SELLER's rights and interests in and to any prescriptions, servitudes, and other appurtenances in favor of the subject Property.

The ad valorem taxes for the current year will be pro-rated.

*ACT OF CASH SALE*  
*Page 3 of 5*

**The parties agree that the ad valorem taxes were prorated based on the best available information at the time of the closing. If there is any variance upon issuance of the tax bill for the current year, the parties agree to make any necessary adjustments between themselves and release and relieve Hesse & Butterworth Law Firm and me, Notary, from any further liability resulting therefrom.**

\_\_\_\_\_

All parties signing this instrument have declared themselves to be of full legal capacity and have declared that the name, marital status, domicile and address of each is correct as set forth above.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the PURCHASER, PURCHASER's heirs and assigns shall have and hold the described property in full ownership forever.

Appearers recognize that, except to the extent separately certified in writing, no title examination of said property has been performed by any undersigned Notary.

*[Signature Pages Follow]*

THIS DONE AND PASSED at Temiscaming, <sup>Province</sup> Quebec, <sup>County</sup> of ~~Ont~~,  
State of Canada, on this 10th day of September, 2010 in the presence of the  
undersigned competent witnesses, who sign with appearers and me, Notary, after due  
reading of the whole.

WITNESSES:

SELLER:  
TEMBEC USA LLC

*Patsy Fletcher*

*[Signature]*  
BY: Mr. Brian McKay

Patsy Fletcher  
Printed Name of Witness

*Carole Nadon*

Carole Nadon  
Printed Name of Witness

*[Signature]*  
NOTARY PUBLIC  
Commissioner of Oaths



ACT OF CASH SALE  
Page 5 of 5

THUS DONE AND PASSED at St. Francisville, Parish of West Feliciana, State of Louisiana, on this 10th day of September, 2010 in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

*Penny Brouillette*  
Penny Brouillette  
Printed Name of Witness

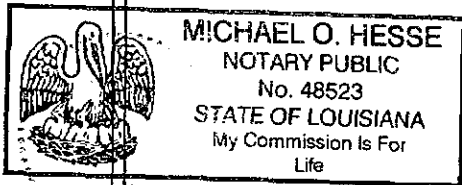
*Tanya Burton*  
Tanya Burton  
Printed Name of Witness

PURCHASER:

BURTON LAND INVESTMENTS, L.L.C.

*R.L. Burton*

BY: R.L. BURTON, Manager



*Michael O. Hesse*  
NOTARY PUBLIC



**EXHIBIT A**  
**PROPERTY DESCRIPTION**

A certain 887.62 acre tract of land, being **The Remaining Portion** located in Sections 42, 43, 46, 47, 48 & 49, T4S-R2W, G.L.D., West Feliciana Parish, Louisiana depicted on that map of survey by Alvin Fairburn and Associates dated August 4, 2008, and being more particularly described as follows: Starting at the northwest corner of Tract 1, proceed North 69 degrees 07 minutes 42 seconds East, a distance of 627.96 feet; thence North 69 degrees 27 minutes 55 seconds East, a distance of 1759.81 feet; thence North 69 degrees 11 minutes 54 seconds East, a distance of 630.02 feet; thence South 18 degrees 33 minutes 46 seconds East, a distance of 345.73 feet; thence South 15 degrees 10 minutes 47 seconds East, a distance of 101.16 feet to the POINT OF BEGINNING; thence proceed North 86 degrees 17 minutes 26 seconds East, a distance of 1455.50 feet; thence South 78 degrees 55 minutes 45 seconds East, a distance of 1040.61 feet; thence North 68 degrees 42 minutes 27 seconds East, a distance of 878.80 feet; thence South 85 degrees 13 minutes 10 seconds East, a distance of 322.36 feet; thence North 58 degrees 06 minutes 12 seconds East, a distance of 248.13 feet; thence North 59 degrees 59 minutes 03 seconds East, a distance of 330.63 feet; thence North 24 degrees 55 minutes 01 seconds East, a distance of 231.29 feet; thence North 15 degrees 31 minutes 37 seconds West, a distance of 92.31 feet; thence North 26 degrees 49 minutes 49 seconds West, a distance of 393.52 feet; thence North 17 degrees 12 minutes 45 seconds West, a distance of 707.91 feet; thence South 61 degrees 12 minutes 31 seconds East, a distance of 134.06 feet; thence North 73 degrees 57 minutes 32 seconds West, a distance of 770.00 feet; thence North 00 degrees 01 minutes 02 seconds West, a distance of 1275.53 feet; thence North 87 degrees 54 minutes 00 seconds East, a distance of 2879.06 feet; thence North 08 degrees 02 minutes 05 seconds East, a distance of 2965.43 feet; thence North 81 degrees 57 minutes 55 seconds West, a distance of 413.60 feet; thence North 00 degrees 02 minutes 05 seconds East, a distance of 669.68 feet; thence along the arc of a curve to the left having a radius of 2003.20 feet, an arc length of 1521.28 feet, with a chord bearing of South 50 degrees 06 minutes 45 seconds East, and a chord length of 1484.99 feet; thence South 72 degrees 20 minutes 44 seconds East, a distance of 2669.49 feet; thence South 03 degrees 49 minutes 00 seconds East, a distance of 13.82 feet; thence South 57 degrees 49 minutes 59 seconds East, a distance of 84.87 feet; thence South 46 degrees 39 minutes 33 seconds East, a distance of 125.23 feet; thence South 11 degrees 46 minutes 31 seconds East, a distance of 81.44 feet; thence North 58 degrees 38 minutes 48 seconds East, a distance of 88.33 feet; thence South 61 degrees 19 minutes 27 seconds East, a distance of 99.61 feet; thence North 73 degrees 07 minutes 17 seconds East, a distance of 125.16 feet; thence South 66 degrees 46 minutes 48 seconds East, a distance of 92.09 feet; thence South 86 degrees 20 minutes 46 seconds East, a distance of 94.67 feet; thence South 78 degrees 11 minutes 38 seconds East, a distance of 92.10 feet; thence South 71 degrees 10 minutes 14 seconds East, a distance of 122.47 feet; thence South 52 degrees 24 minutes 15 seconds East, a distance of 202.19 feet; thence North 83 degrees 02 minutes 08 seconds East, a distance of 116.02 feet; thence South 71 degrees 46 minutes 26 seconds East, a distance of 100.90 feet; thence South 88 degrees 10 minutes 57 seconds East, a distance of 104.81 feet; thence South 67 degrees 46 minutes 23 seconds East, a distance of 140.00 feet; thence North 46 degrees 47 minutes 38 seconds East, a distance of 24.90 feet; thence South 73 degrees 14 minutes 20 seconds East, a distance of 177.87 feet; thence South 15 degrees 29 minutes 55 seconds East, a distance of 618.00 feet; thence South 29 degrees 38 minutes 05 seconds West, a distance of 468.10 feet; thence South 67 degrees 29 minutes 05 seconds West, a distance of 324.00 feet; thence South 69 degrees 34 minutes 05 seconds West, a distance of 55.70 feet; thence North 89 degrees 57 minutes 55 seconds West, a distance of 1500.40 feet; thence South 75 degrees 34 minutes 05 seconds West, a distance of 659.30 feet; thence South 44 degrees 54 minutes 05 seconds West, a distance of 350.60 feet; thence South 02 degrees 43 minutes 05 seconds West, a distance of 720.80 feet; thence South 12 degrees 15 minutes 55 seconds East, a distance of 220.80 feet; thence South 00 degrees 21 minutes 05 seconds West, a distance of 197.90 feet; thence South 12 degrees 44 minutes 55 seconds East, a distance of 595.00 feet; thence South 24 degrees 48 minutes 05 seconds West, a distance of 287.90 feet; thence South 51 degrees 49 minutes 05 seconds West, a distance of 282.00 feet; thence South 85 degrees 13 minutes 05 seconds West, a distance of 467.80 feet; thence South 70 degrees 33 minutes 05 seconds West, a distance of 340.90 feet; thence South 82 degrees 10 minutes 05 seconds West, a distance of 618.20 feet; thence North 85 degrees 53 minutes 55 seconds West, a distance of 400.50 feet; thence North 83 degrees 01 minutes 55 seconds West, a distance of 400.00 feet; thence South 81 degrees 19 minutes 05 seconds West, a distance of 267.50 feet; thence South 71 degrees 08 minutes 05 seconds West, a distance of 214.00 feet; thence South 30 degrees 45 minutes 05 seconds West, a distance of 95.00 feet; thence South 13 degrees 21 minutes 05 seconds West, a distance of 119.90 feet; thence South 13 degrees 21 minutes 05 seconds West, a distance of 466.40 feet; thence South 03 degrees 39 minutes 05 seconds West, a distance of 261.50 feet; thence South 10 degrees 23 minutes 55 seconds East, a distance of 511.40 feet; thence South 07 degrees 14 minutes 55 seconds East, a distance of 651.10 feet; thence South 22 degrees 20 minutes 55 seconds East, a distance of 285.60 feet; thence South 17 degrees 23 minutes 05 seconds West, a distance of 504.90 feet; thence South 49 degrees 00 minutes 05 seconds West, a distance of 628.90 feet; thence South 77 degrees 20 minutes 05 seconds West, a distance of 120.60 feet; thence South 73 degrees 23 minutes 05 seconds West, a distance of 211.70 feet; thence North 66 degrees 49 minutes 55 seconds West, a distance of 328.90 feet; thence North 40 degrees 21 minutes 55 seconds West, a distance of 456.90 feet; thence North 77 degrees 56 minutes 55 seconds West, a distance of 202.00 feet; thence North 88 degrees 07 minutes 55 seconds West, a distance of 318.10 feet; thence South 70 degrees 20 minutes 05 seconds West, a distance of 301.80 feet; thence South 51 degrees 23 minutes 05 seconds West, a distance of 314.20 feet; thence South 31 degrees 42 minutes 05 seconds West, a distance of 175.30 feet; thence South 04 degrees 26 minutes 05 seconds West, a distance of 203.80 feet; thence South 30 degrees 47 minutes 05 seconds West, a distance of 339.20 feet; thence South 27 degrees 04 minutes 05 seconds West, a distance of 349.60 feet; thence South 04

**EXHIBIT A**  
**PROPERTY DESCRIPTION**  
*Page 1 of 2*

degrees 33 minutes 05 seconds West, a distance of 308.40 feet; thence South 24 degrees 10 minutes 05 seconds West, a distance of 115.10 feet; thence South 16 degrees 25 minutes 55 seconds East, a distance of 221.16 feet; thence North 89 degrees 58 minutes 43 seconds West, a distance of 852.15 feet; thence North 00 degrees 38 minutes 56 seconds East, a distance of 70.88 feet; thence North 41 degrees 56 minutes 21 seconds West, a distance of 87.82 feet; thence North 28 degrees 52 minutes 23 seconds West, a distance of 118.86 feet; thence North 17 degrees 41 minutes 09 seconds West, a distance of 324.51 feet; thence North 42 degrees 54 minutes 26 seconds West, a distance of 225.70 feet; thence North 24 degrees 40 minutes 06 seconds West, a distance of 116.76 feet; thence North 04 degrees 24 minutes 00 seconds West, a distance of 262.99 feet; thence North 09 degrees 46 minutes 30 seconds West, a distance of 185.04 feet; thence North 32 degrees 08 minutes 49 seconds West, a distance of 127.83 feet; thence North 67 degrees 56 minutes 25 seconds West, a distance of 112.15 feet; thence South 62 degrees 50 minutes 59 seconds West, a distance of 224.79 feet; thence North 79 degrees 08 minutes 15 seconds West, a distance of 206.35 feet; thence North 82 degrees 40 minutes 22 seconds West, a distance of 279.78 feet; thence North 51 degrees 07 minutes 42 seconds West, a distance of 220.65 feet; thence North 87 degrees 41 minutes 56 seconds West, a distance of 170.42 feet; thence North 83 degrees 32 minutes 10 seconds West, a distance of 116.42 feet; thence North 35 degrees 52 minutes 10 seconds West, a distance of 95.91 feet; thence North 20 degrees 00 minutes 35 seconds West, a distance of 209.26 feet; thence North 00 degrees 19 minutes 21 seconds East, a distance of 219.12 feet; thence North 05 degrees 49 minutes 40 seconds East, a distance of 207.48 feet; thence North 09 degrees 50 minutes 33 seconds East, a distance of 244.94 feet; thence North 34 degrees 55 minutes 02 seconds East, a distance of 232.22 feet; thence North 12 degrees 47 minutes 51 seconds East, a distance of 124.96 feet; thence North 05 degrees 23 minutes 45 seconds West, a distance of 98.32 feet; thence North 13 degrees 48 minutes 50 seconds East, a distance of 84.14 feet; thence North 28 degrees 47 minutes 48 seconds East, a distance of 162.31 feet; thence North 15 degrees 37 minutes 39 seconds East, a distance of 98.76 feet; thence North 15 degrees 02 minutes 33 seconds West, a distance of 200.11 feet; thence North 18 degrees 15 minutes 39 seconds West, a distance of 199.54 feet; thence North 15 degrees 11 minutes 04 seconds West, a distance of 70.03 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

A certain 3.02 acre tract of land, being Lot CU located in Section 46, T4S-R2W, G.L.D., West Feliciana Parish, Louisiana, and being more particularly described as follows: Starting at the northwest corner of Tract 1, proceed North 69 degrees 07 minutes 42 seconds East, a distance of 627.96 feet; thence North 69 degrees 27 minutes 55 seconds East, a distance of 1759.81 feet; thence North 69 degrees 11 minutes 54 seconds East, a distance of 630.02 feet; thence South 18 degrees 33 minutes 46 seconds East, a distance of 345.73 feet; thence South 15 degrees 10 minutes 47 seconds East, a distance of 101.16 feet; thence North 86 degrees 17 minutes 26 seconds East, a distance of 1455.50 feet; thence South 78 degrees 55 minutes 45 seconds East, a distance of 1040.61 feet; thence North 68 degrees 42 minutes 27 seconds East, a distance of 878.80 feet; thence South 85 degrees 13 minutes 10 seconds East, a distance of 322.36 feet; thence North 58 degrees 06 minutes 12 seconds East, a distance of 248.13 feet; thence North 59 degrees 59 minutes 03 seconds East, a distance of 330.63 feet; thence North 24 degrees 55 minutes 01 seconds East, a distance of 231.29 feet; thence North 15 degrees 31 minutes 37 seconds West, a distance of 92.31 feet; thence North 26 degrees 49 minutes 49 seconds West, a distance of 393.52 feet; thence North 17 degrees 12 minutes 45 seconds West, a distance of 707.91 feet; thence North 73 degrees 57 minutes 32 seconds West, a distance of 770.00 feet; thence North 00 degrees 01 minutes 02 seconds West, a distance of 1275.53 feet; thence North 87 degrees 54 minutes 00 seconds East, a distance of 2879.06 feet; thence North 08 degrees 02 minutes 05 seconds East, a distance of 1476.60 feet; thence South 81 degrees 57 minutes 55 seconds East, a distance of 146.99 feet to the POINT OF BEGINNING; thence proceed along the arc of a curve to the right having a radius of 1892.02 feet, an arc length of 360.64 feet, with a chord bearing of North 24 degrees 56 minutes 56 seconds East, and a chord length of 360.09 feet; thence South 60 degrees 42 minutes 58 seconds East, a distance of 360.25 feet; thence South 24 degrees 59 minutes 06 seconds West, a distance of 359.99 feet; thence North 60 degrees 43 minutes 46 seconds West, a distance of 360.01 feet to the POINT OF BEGINNING.

All according to map entitled "Map Showing Resubdivision of The St. Francisville Paper Company Property..", dated 8/4/08, Job Number A080235, by Alvin Fairburn and Associates, LLC., recorded as Original No. 99378 in MOB 180, page 536 of the records of the Clerk of Court for the Parish of West Feliciana, State of Louisiana, which survey map is adopted herein by reference thereto.

FURTHER LESS AND EXCEPT:

All that portion of the above described Tract situated north and west of the centerline of Louisiana Highway 964 as depicted on the aforementioned survey by Alvin Fairburn and Associates, Inc., and as more particularly described on that map of survey by Wilson Land Surveying, L.L.C., Charles F. Wilson, P.L.S., dated August 21<sup>st</sup>, 2010 entitled "PLAT SHOWING A PORTION OF THE CENTERLINE OF HIGHWAY 964 ON PAPER MILL TRACT LOCATED IN 42, 43, 46, AND 47 TOWNSHIP 4 SOUTH, RANGE 2 WEST GREENSBURG LAND DISTRICT WEST FELICIANA PARISH, LOUISIANA FOR R.L. BURTON" a copy of which is attached hereto and made part hereof. The property is also depicted on the composite map showing the centerline of Hwy. 964, in accordance with the survey by Charles F. Wilson referenced above, and the map by Alvin Fairburn and Associates, Inc. dated 8/4/08, also noted above, which composite map is recorded herewith.

INITIALS of SELLER \_\_\_\_\_


INITIALS of PURCHASER 

EXHIBIT A  
PROPERTY DESCRIPTION  
 Page 2 of 2

**JOINT UNANIMOUS WRITTEN CONSENT OF  
SOLE MEMBER  
AND  
BOARD OF MANAGERS  
OF  
TEMBEC USA LLC  
IN LIEU OF MEETING**

The undersigned, being the sole member ("Member") and the sole manager (the "Manager") of **TEMBEC USA LLC**, a Delaware limited liability company (the "Company"), acting in lieu of meeting pursuant to Sections 18-302(d) and 18-404(d) of the Delaware Limited Liability Company Act, do hereby consent to and adopt as the actions of the Member and the Board of Managers of the Company, the following resolutions:

**WHEREAS**, the Company has ceased business operations and has sold most of its assets and now wishes to sell in one or more transactions the remaining real property or other assets of the Company (the "Remaining Assets");

**BE IT RESOLVED**, the Company be, and is hereby authorized and empowered to sell the Remaining Assets in one or more transactions at such price or prices and on such other terms and conditions as the Manager shall approve;

**BE IT FURTHER RESOLVED**, that Manager be, and is hereby authorized and empowered to execute and deliver, and to appoint any other person for the purpose of executing and delivering, such contracts of sale, deeds, bills of sale, and such other instruments, agreements and documents (collectively, "the Conveyance Documents"), as the Manager may deem necessary to effect the foregoing transactions on behalf of the Company, each containing such terms and conditions as the Manager may in his sole discretion determine, and to do all other things necessary and proper in order to sell the Remaining Assets, all in the complete and uncontrolled discretion of the Manager;

**BE IT FURTHER RESOLVED** that Brian McKay be and he is hereby authorized by the Manager to execute and deliver any one or more of the Conveyance Documents; for and on behalf and in the name of the Company using the title "Authorized Person" if a title is necessary;


**BE IT FURTHER RESOLVED**, that any and all acts heretofore performed by the Manager or Brian McKay in furtherance of the transactions contemplated by these resolutions be and they are hereby ratified and confirmed as the acts of this Company; and

**BE IT FURTHER RESOLVED**, that this Joint Unanimous Written Consent may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which when taken together shall constitute one and the same document.

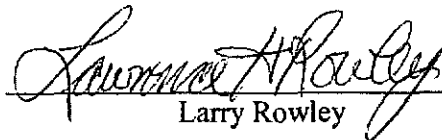
**IN WITNESS WHEREOF**, the undersigned have executed this Joint Unanimous Written Consent in their respective capacities as the Member and the Manager as of \_\_\_\_\_ 2010 .

**MEMBER**

TEMBEC INVESTMENTS USA-II INC.

By:   
Name: MICHEL DUMAS  
Title: VICE PRESIDENT, FINANCE

**MANAGER**

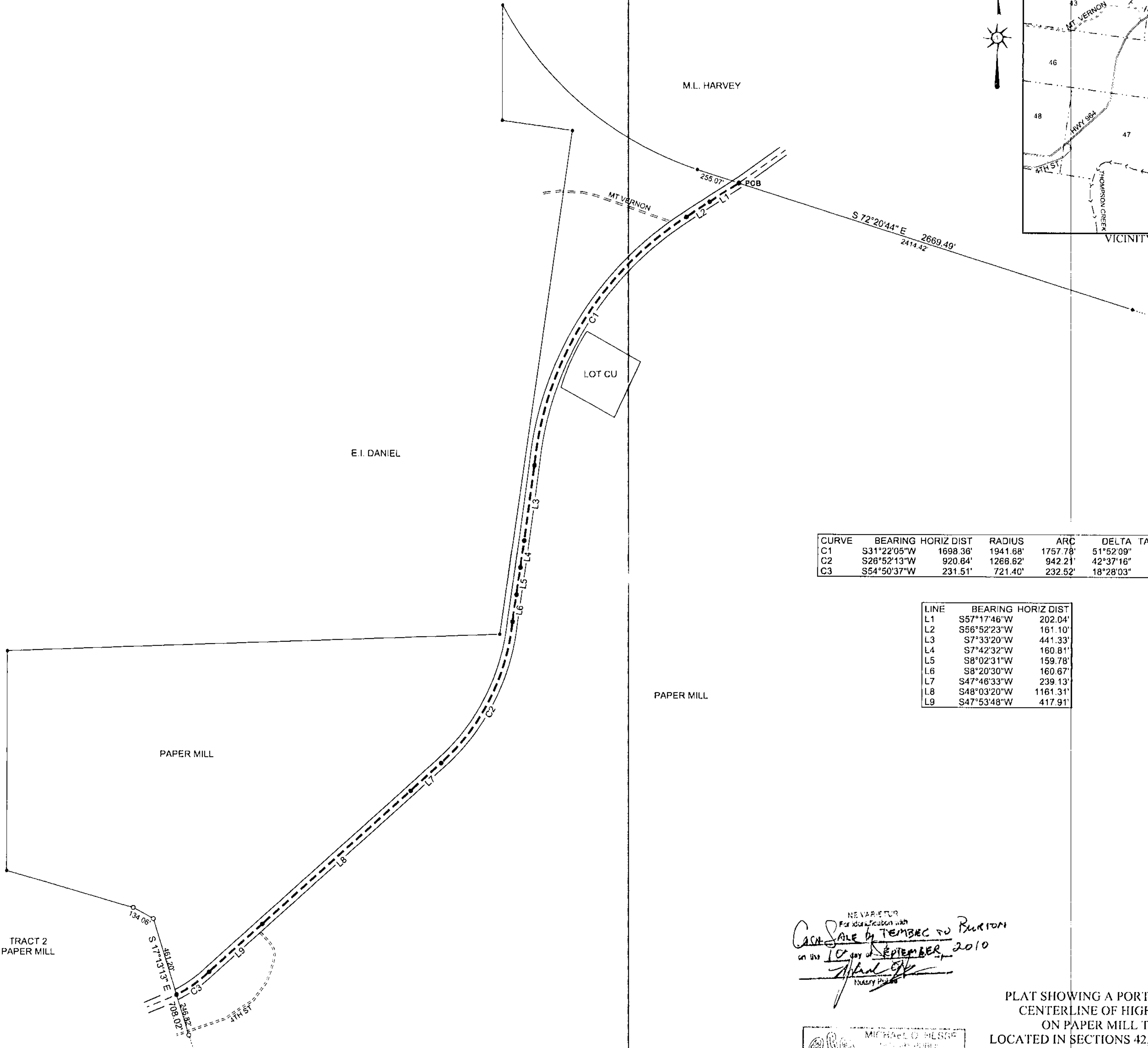
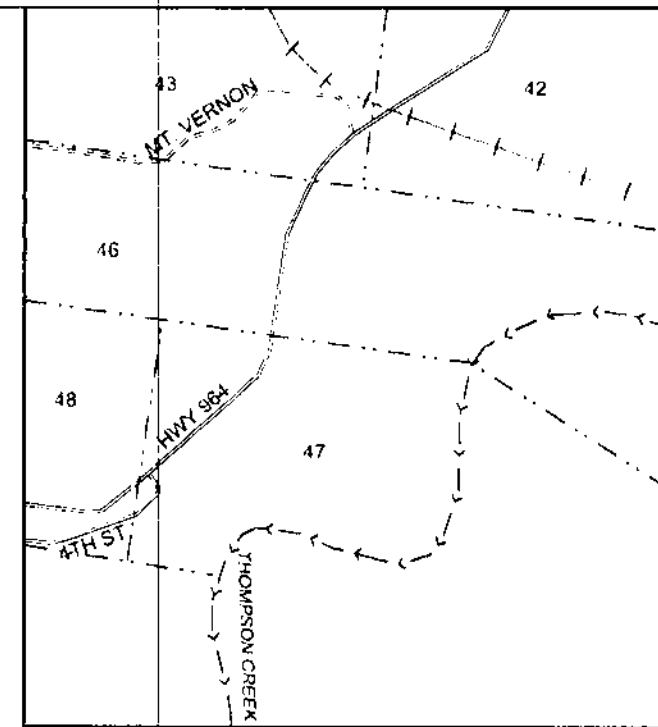
  
Larry Rowley

Reference: "Map showing resubdivision of The St. Francisville Paper Company Property into Tracts 2, 3, 4, & the remaining portion, located in Sections 42, 43, 46, 47, 48, & 49, T4S, R2W, GLD, West Feliciana Parish, Louisiana, for Tembec, Inc." Alvin Fairburn & Associates, August 4, 2008.

All bearings shown are based on reference plat.

The point of beginning (POB) is located N56°58'34"E a distance of 440.71' from the intersection of Hwy 964 and Mount Vernon Road.

DOTD plans were not consulted for this survey. Actual right-of-way for Highway 964 was not determined.

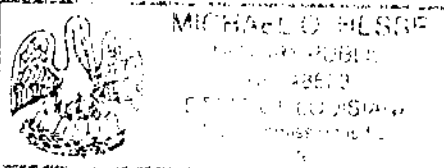


| CURVE | BEARING     | HORIZ DIST | RADIUS   | ARC      | DELTA     | TANGENT |
|-------|-------------|------------|----------|----------|-----------|---------|
| C1    | S31°22'05"W | 1698.36'   | 1941.68' | 1757.78' | 51°52'09" | 944.28' |
| C2    | S28°52'13"W | 920.84'    | 1266.62' | 942.21'  | 42°37'16" | 494.10' |
| C3    | S54°50'37"W | 231.51'    | 721.40'  | 232.52'  | 18°28'03" | 117.28' |

| LINE | BEARING     | HORIZ DIST |
|------|-------------|------------|
| L1   | S57°17'46"W | 202.04'    |
| L2   | S56°52'23"W | 181.10'    |
| L3   | S7°33'20"W  | 441.33'    |
| L4   | S7°42'32"W  | 180.81'    |
| L5   | S8°02'31"W  | 159.78'    |
| L6   | S8°20'30"W  | 160.67'    |
| L7   | S47°46'33"W | 239.13'    |
| L8   | S48°03'20"W | 1161.31'   |
| L9   | S47°53'48"W | 417.91'    |

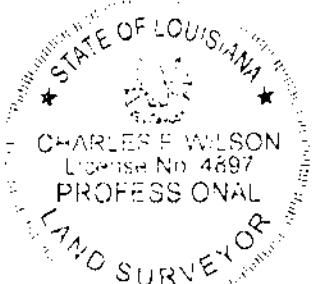
LEGEND  
 o 1/2" Iron Rod Found

NE VARIETUR  
 For identification with  
 CASH SALE BY TEMBEC TO BURTON  
 on the 10th day of SEPTEMBER, 2010  
*[Signature]*  
 Trusty Public

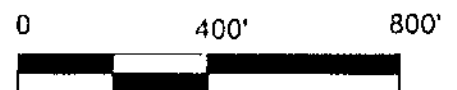


PLAT SHOWING A PORTION OF THE CENTERLINE OF HIGHWAY 964 ON PAPER MILL TRACT LOCATED IN SECTIONS 42, 43, 46, AND 47 TOWNSHIP 4 SOUTH, RANGE 2 WEST GREENSBURG LAND DISTRICT WEST FELICIANA PARISH, LOUISIANA FOR R.L. BURTON

**WILSON**  
 LAND SURVEYING, LLC  
*Charles F. Wilson*  
 Charles F. Wilson, PLS #4897  
 P.O. Box 2535  
 St. Francisville, LA 70775  
 Job #0525  
 August 21, 2010



This survey was performed under my supervision and is in accordance with the Louisiana Minimum Standards For Property Boundary Surveys for a Class "D" survey.



102367

COMPOSITE MAP FOR BURTON LAND INVESTMENTS, LLC.

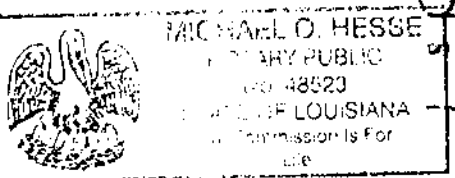
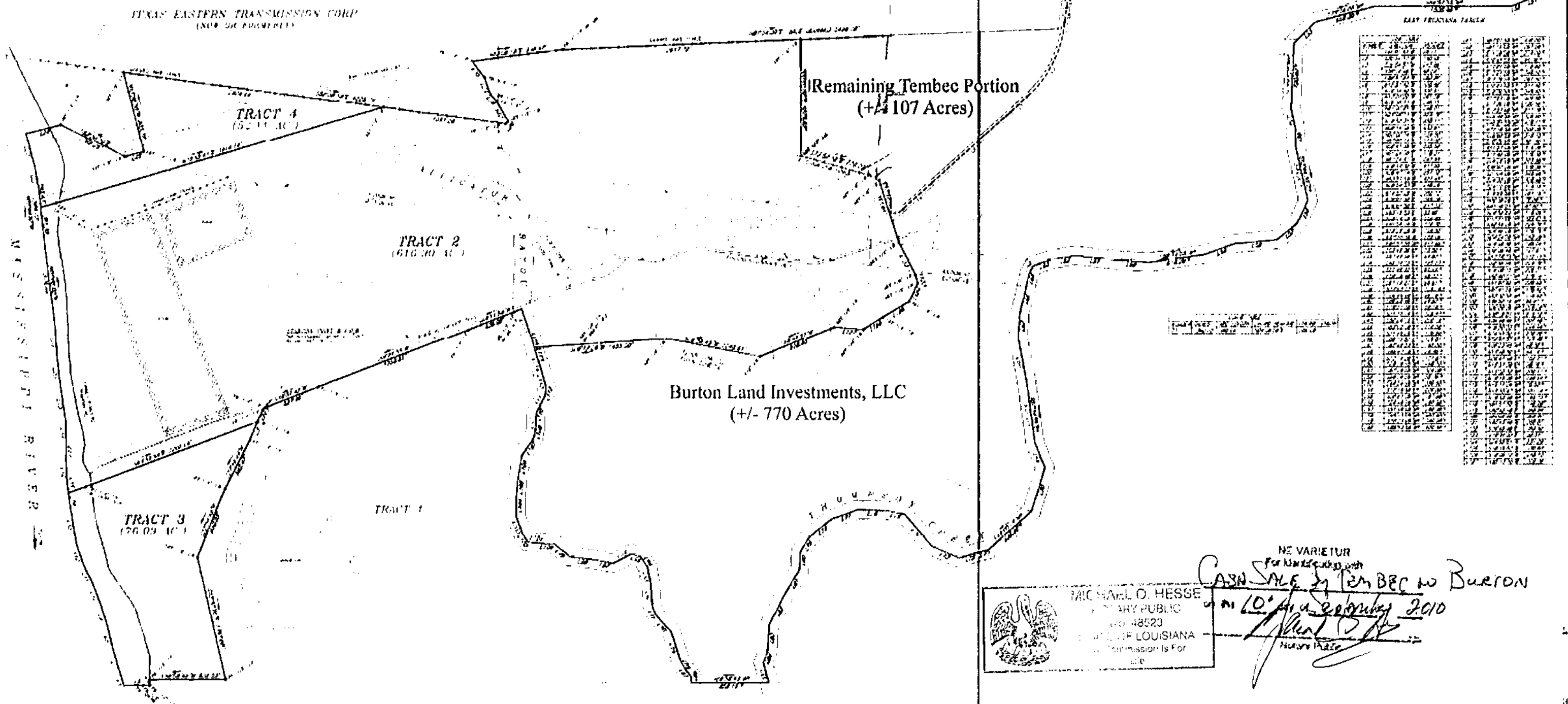
Approved:

*Mary D. Eixson* 9/9/10  
 Parish Public Health Officer Date

*N/A Self* 9-9-10  
 School Board Date

*[Signature]* 9-9-10  
 Planning & Zoning Commission Date

*[Signature]* 9/9/10  
 Police Jury Date



HE VARIETOR  
 For Marketing with  
**CASH SALE of TEMBEC to BURTON**  
 on the 10<sup>th</sup> day of September 2010  
*[Signature]*  
 Notary Public



# West Feliciana Parish Recording Page

Felicia Ann Hendl  
Clerk of Court  
PO Box 1843  
St. Francisville, LA 70775  
(225) 635-3794

**Received From :**  
BATON ROUGE TITLE COMPANY  
10500 COURSEY BLVD., STE 100  
BATON ROUGE, LA 70816

**First VENDOR**

BURTON LAND INVESTMENT, L.L.C.

**First VENDEE**

KPAQ INDUSTRIES LLC

**Index Type :** Conveyances  
**Type of Document :** Correction  
**Recording Pages :** 17

**File Number :** 108474  
**Book :** 193 **Page :** 813

### Recorded Information

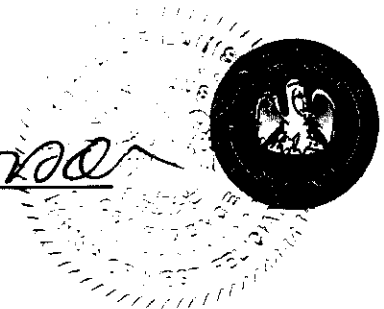
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for West Feliciana Parish, Louisiana

On (Recorded Date) : 10/18/2012  
At (Recorded Time) : 10:24:09AM



Doc ID - 000765110017

*Felicia Ann Hendl*  
Deputy Clerk



**Return To :**  
BATON ROUGE TITLE COMPANY  
10500 COURSEY BLVD., STE 100  
BATON ROUGE, LA 70816

Do not Detach this Recording Page from Original Document

**ACT OF CORRECTION AND AMENDMENT**

**STATE OF LOUISIANA**

**PARISH OF WEST FELICIANA**

On the dates set forth below, before the undersigned Notary Public, and in the presence of the undersigned witnesses, personally appeared:

**BURTON LAND INVESTMENTS, L.L.C.**, a Louisiana limited liability company, whose permanent mailing address is declared to be 235 La Rue France, Lafayette, Louisiana 70508, represented herein by its duly authorized manager ("Burton");

**TEMBEC USA LLC**, a Delaware limited liability company, whose permanent mailing address is declared to be 1011 Centre Road, Suite 358, Wilmington, Delaware 19805, represented herein by its duly authorized representative ("Tembec USA");

and

**KPAQ INDUSTRIES LLC**, a Louisiana limited liability company, whose principal mailing address is 2105 LA Highway 964, St. Francisville, LA 70775, appearing herein by and through its duly authorized representative ("KPAQ");

who declared that:

**WHEREAS**, Burton is the current owner of that certain 770 +/- acre tract of land described on Exhibit A attached hereto and made a part hereof (the "Burton Tract");

**WHEREAS**, Tembec USA is the current owner of those certain tracts of land designed as "Tract 3", "Tract 4" and the "Remaining Tembec Portion" as described and shown on Exhibit B attached hereto and made a part hereof;

**WHEREAS**, KPAQ is the current owner of that certain tract of land designated as "Tract 2" as described on Exhibit C attached hereto and made a part hereof;

**WHEREAS**, the Burton Tract, Tract 3, Tract 4 and the Remaining Tembec Portion collectively comprise the "Tembec Property" as defined in that certain Grant of Reciprocal Servitudes, dated April 15, 2009, and recorded on April 15, 2009 at COB 171, Page 319, File Number 99380, Official Records of the Parish of West Feliciana, State of Louisiana (the "Servitude Agreement"); and

**WHEREAS**, it has come to the attention of Burton, Tembec USA and KPAQ that the map attached to the Servitude Agreement as Exhibit A is incorrect as it did not identify the existing roads and roadways in red and blue as required by Sections 1.1 and 2.1 of the Servitude Agreement.

2575928-1

Burton, Tembec USA and KPAQ desire to amend and correct the map attached to the Servitude Agreement.

**THEREFORE**, for and in consideration of the premises, the parties do hereby correct and amend the Servitude Agreement as follows:

1. Correction. Barton, Tembec USA and KPAQ hereby amend and correct the Servitude Agreement by deleting in its entirety the map attached as Exhibit A to the Servitude Agreement, and substituting in its place for all purposes, the map attached hereto as Appendix I and made a part hereof.

2. Ratification. The Servitude Agreement, as hereby amended and corrected, is hereby confirmed and ratified and in all other respects shall remain unchanged.

3. Capacity. All parties signing this instrument have declared themselves to be of full capacity.

4. Counterparts. This instrument may be signed in counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement.

*{Signatures on following pages}*

A handwritten signature in black ink, appearing to be 'R. A. B.', is located on the left side of the page.

THUS DONE, READ AND SIGNED at St. Francisville, Louisiana, on the 9<sup>th</sup> day of December, 2011, before me, Notary Public, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

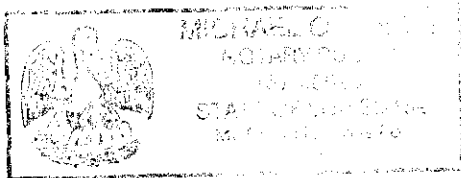
Burton:  
BURTON LAND INVESTMENTS, L.L.C.

[Signature]  
Printed Name: TERRI RYAN

By: [Signature]  
R.L. Burton, Manager

[Signature]  
Printed Name: SUEAN W. JELINE

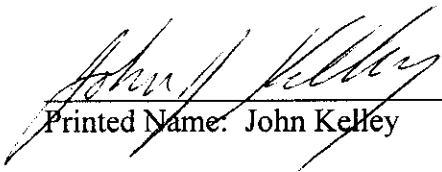
[Signature]  
Notary Public  
Printed Name: MICHAEL O. HESSE  
Bar Roll/Notary No. 48523  
My commission expires: FOR LIFE

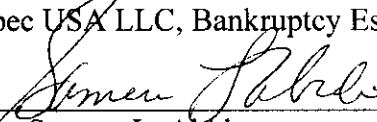


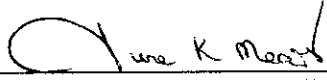
THUS DONE, READ AND SIGNED at Baton Rouge, Louisiana on the 4th day of October, 2012, before me, Notary Public, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

  
Printed Name: M. Paulette Abide

  
Printed Name: John Kelley

Tembec USA;  
Tembec USA LLC, Bankruptcy Estate  
By:   
Name: Samera L. Abide  
Title: Chapter 7 Trustee for Tembec USA LLC and authorized by Order of the United States Bankruptcy Court for the Middle District of Louisiana, entered August 21, 2012.

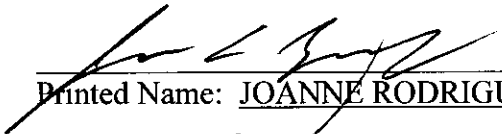
  
Notary Public  
Printed Name: June K. Mears  
Bar Roll/Notary No. 78092  
My commission is for life.

180609.1

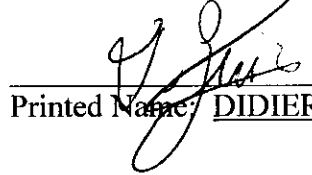
THUS DONE, READ AND SIGNED at St. Francisville, Louisiana, on the 15 day of November, 2011, before me, Notary Public, and the undersigned competent witnesses, after due reading of the whole.

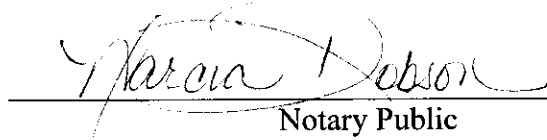
WITNESSES:


KPAQ:  
KPAQ INDUSTRIES LLC

  
Printed Name: JOANNE RODRIGUEZ

By:   
MICHAEL KAZMA, President

  
Printed Name: DIDIER GUIGON

  
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA  
 Marcia Dobson  
Commission #DD75532  
Expires: MAR. 04, 2012  
BONDED THRU ATLANTIC BONDING CO., INC.

Printed Name: MARCIA DOBSON  
Bar Roll/Notary No. DD75532  
My commission expires: Mar. 04, 2012



EXHIBIT A

TO ACT OF CORRECTION AND AMENDMENT

Burton Tract

An approximately 770 +/- acre tract of land, being that portion of "The Remaining Portion" located in Sections 42, 43, 46, 47, 48, & 49, T4SR2W, G.L.D., West Feliciana Parish, Louisiana, depicted on that map of survey by Alvin Fairburn and Associates dated August 4, 2008, lying south and east of the centerline of Highway 964, and being more particularly described by metes and bounds attached hereto and made part hereof for all purposes.

**EXHIBIT A  
PROPERTY DESCRIPTION**

A certain 887.62 acre tract of land, being **The Remaining Portion** located in Sections 42, 43, 46, 47, 48 & 49, T4S-R2W, G.L.D., West Feliciana Parish, Louisiana depicted on that map of survey by Alvin Fairburn and Associates dated August 4, 2008, and being more particularly described as follows: Starting at the northwest corner of Tract 1, proceed North 69 degrees 07 minutes 42 seconds East, a distance of 627.96 feet; thence North 69 degrees 27 minutes 55 seconds East, a distance of 1759.81 feet; thence North 69 degrees 11 minutes 54 seconds East, a distance of 630.02 feet; thence South 18 degrees 33 minutes 46 seconds East, a distance of 345.73 feet; thence South 15 degrees 10 minutes 47 seconds East, a distance of 101.16 feet to the POINT OF BEGINNING; thence proceed North 86 degrees 17 minutes 26 seconds East, a distance of 1455.50 feet; thence South 78 degrees 55 minutes 45 seconds East, a distance of 1040.61 feet; thence North 68 degrees 42 minutes 27 seconds East, a distance of 878.80 feet; thence South 85 degrees 13 minutes 10 seconds East, a distance of 322.36 feet; thence North 58 degrees 06 minutes 12 seconds East, a distance of 248.13 feet; thence North 59 degrees 39 minutes 03 seconds East, a distance of 330.63 feet; thence North 24 degrees 55 minutes 01 seconds East, a distance of 231.29 feet; thence North 15 degrees 31 minutes 37 seconds West, a distance of 92.31 feet; thence North 26 degrees 49 minutes 49 seconds West, a distance of 393.52 feet; thence North 17 degrees 12 minutes 45 seconds West, a distance of 707.91 feet; thence South 61 degrees 12 minutes 31 seconds East, a distance of 134.06 feet; thence North 73 degrees 57 minutes 32 seconds West, a distance of 770.00 feet; thence North 00 degrees 01 minutes 02 seconds West, a distance of 1275.53 feet; thence North 87 degrees 54 minutes 00 seconds East, a distance of 2879.06 feet; thence North 08 degrees 02 minutes 05 seconds East, a distance of 2965.43 feet; thence North 81 degrees 57 minutes 55 seconds West, a distance of 413.60 feet; thence North 00 degrees 02 minutes 05 seconds East, a distance of 669.68 feet; thence along the arc of a curve to the left having a radius of 2003.20 feet, an arc length of 1521.28 feet, with a chord bearing of South 50 degrees 06 minutes 45 seconds East, and a chord length of 1484.99 feet; thence South 72 degrees 20 minutes 44 seconds East, a distance of 2669.49 feet; thence South 03 degrees 49 minutes 00 seconds East, a distance of 13.82 feet; thence South 57 degrees 49 minutes 59 seconds East, a distance of 84.87 feet; thence South 46 degrees 39 minutes 33 seconds East, a distance of 125.23 feet; thence South 11 degrees 46 minutes 31 seconds East, a distance of 81.44 feet; thence North 58 degrees 38 minutes 48 seconds East, a distance of 88.33 feet; thence South 61 degrees 19 minutes 27 seconds East, a distance of 99.61 feet; thence North 73 degrees 07 minutes 17 seconds East, a distance of 125.16 feet; thence South 66 degrees 46 minutes 48 seconds East, a distance of 92.09 feet; thence South 86 degrees 20 minutes 46 seconds East, a distance of 94.67 feet; thence South 78 degrees 11 minutes 38 seconds East, a distance of 92.10 feet; thence South 71 degrees 10 minutes 14 seconds East, a distance of 122.47 feet; thence South 52 degrees 24 minutes 13 seconds East, a distance of 202.19 feet; thence North 83 degrees 02 minutes 08 seconds East, a distance of 116.02 feet; thence South 71 degrees 46 minutes 26 seconds East, a distance of 100.90 feet; thence South 88 degrees 10 minutes 57 seconds East, a distance of 104.81 feet; thence South 67 degrees 46 minutes 23 seconds East, a distance of 140.00 feet; thence North 46 degrees 47 minutes 38 seconds East, a distance of 24.90 feet; thence South 73 degrees 14 minutes 20 seconds East, a distance of 177.87 feet; thence South 15 degrees 29 minutes 55 seconds East, a distance of 618.00 feet; thence South 29 degrees 38 minutes 05 seconds West, a distance of 468.10 feet; thence South 67 degrees 29 minutes 05 seconds East, a distance of 324.00 feet; thence South 69 degrees 34 minutes 05 seconds West, a distance of 55.70 feet; thence North 89 degrees 57 minutes 55 seconds West, a distance of 1500.40 feet; thence South 75 degrees 34 minutes 05 seconds West, a distance of 659.30 feet; thence South 44 degrees 54 minutes 05 seconds West, a distance of 350.60 feet; thence South 02 degrees 43 minutes 05 seconds West, a distance of 720.80 feet; thence South 12 degrees 15 minutes 55 seconds East, a distance of 220.80 feet; thence South 00 degrees 21 minutes 05 seconds West, a distance of 197.90 feet; thence South 12 degrees 44 minutes 55 seconds East, a distance of 595.00 feet; thence South 24 degrees 48 minutes 05 seconds West, a distance of 287.90 feet; thence South 51 degrees 49 minutes 05 seconds West, a distance of 282.00 feet; thence South 85 degrees 13 minutes 05 seconds West, a distance of 467.80 feet; thence South 70 degrees 33 minutes 05 seconds West, a distance of 340.90 feet; thence South 82 degrees 10 minutes 05 seconds West, a distance of 618.20 feet; thence North 85 degrees 53 minutes 55 seconds West, a distance of 400.30 feet; thence North 83 degrees 01 minutes 55 seconds West, a distance of 400.00 feet; thence South 81 degrees 19 minutes 05 seconds West, a distance of 267.50 feet; thence South 71 degrees 08 minutes 05 seconds West, a distance of 214.00 feet; thence South 30 degrees 45 minutes 05 seconds West, a distance of 95.00 feet; thence South 13 degrees 21 minutes 05 seconds West, a distance of 119.90 feet; thence South 13 degrees 21 minutes 05 seconds West, a distance of 466.40 feet; thence South 03 degrees 39 minutes 05 seconds West, a distance of 261.50 feet; thence South 10 degrees 23 minutes 55 seconds East, a distance of 511.40 feet; thence South 07 degrees 14 minutes 55 seconds East, a distance of 651.10 feet; thence South 22 degrees 20 minutes 55 seconds East, a distance of 285.60 feet; thence South 17 degrees 23 minutes 05 seconds West, a distance of 504.90 feet; thence South 49 degrees 00 minutes 05 seconds West, a distance of 628.90 feet; thence South 77 degrees 20 minutes 05 seconds West, a distance of 120.60 feet; thence South 73 degrees 23 minutes 05 seconds West, a distance of 211.70 feet; thence North 66 degrees 49 minutes 55 seconds West, a distance of 328.90 feet; thence North 40 degrees 21 minutes 55 seconds West, a distance of 456.90 feet; thence North 77 degrees 56 minutes 55 seconds West, a distance of 202.00 feet; thence North 88 degrees 07 minutes 55 seconds West, a distance of 318.10 feet; thence South 70 degrees 20 minutes 05 seconds West, a distance of 301.80 feet; thence South 51 degrees 23 minutes 05 seconds West, a distance of 314.20 feet; thence South 31 degrees 42 minutes 05 seconds West, a distance of 175.30 feet; thence South 04 degrees 26 minutes 05 seconds West, a distance of 203.80 feet; thence South 30 degrees 47 minutes 05 seconds West, a distance of 339.20 feet; thence South 27 degrees 04 minutes 05 seconds West, a distance of 349.60 feet; thence South 04

**EXHIBIT A  
PROPERTY DESCRIPTION**  
Page 1 of 2

degrees 33 minutes 05 seconds West, a distance of 308.40 feet; thence South 24 degrees 10 minutes 05 seconds West, a distance of 115.10 feet; thence South 16 degrees 25 minutes 55 seconds East, a distance of 221.16 feet; thence North 89 degrees 58 minutes 43 seconds West, a distance of 852.15 feet; thence North 00 degrees 38 minutes 56 seconds East, a distance of 70.88 feet; thence North 41 degrees 56 minutes 21 seconds West, a distance of 87.82 feet; thence North 28 degrees 52 minutes 23 seconds West, a distance of 118.86 feet; thence North 17 degrees 41 minutes 09 seconds West, a distance of 324.51 feet; thence North 42 degrees 54 minutes 26 seconds West, a distance of 225.70 feet; thence North 24 degrees 40 minutes 06 seconds West, a distance of 116.76 feet; thence North 04 degrees 24 minutes 00 seconds West, a distance of 262.99 feet; thence North 09 degrees 46 minutes 30 seconds West, a distance of 185.04 feet; thence North 32 degrees 08 minutes 49 seconds West, a distance of 127.83 feet; thence North 67 degrees 56 minutes 25 seconds West, a distance of 112.15 feet; thence South 62 degrees 50 minutes 59 seconds West, a distance of 224.79 feet; thence North 79 degrees 08 minutes 15 seconds West, a distance of 206.35 feet; thence North 82 degrees 40 minutes 22 seconds West, a distance of 279.78 feet; thence North 51 degrees 07 minutes 42 seconds West, a distance of 220.65 feet; thence North 87 degrees 41 minutes 56 seconds West, a distance of 170.42 feet; thence North 83 degrees 32 minutes 10 seconds West, a distance of 116.42 feet; thence North 35 degrees 52 minutes 10 seconds West, a distance of 95.91 feet; thence North 20 degrees 00 minutes 35 seconds West, a distance of 209.26 feet; thence North 00 degrees 19 minutes 21 seconds East, a distance of 219.12 feet; thence North 05 degrees 49 minutes 40 seconds East, a distance of 207.48 feet; thence North 09 degrees 50 minutes 33 seconds East, a distance of 244.94 feet; thence North 34 degrees 55 minutes 02 seconds East, a distance of 232.22 feet; thence North 12 degrees 47 minutes 51 seconds East, a distance of 124.96 feet; thence North 05 degrees 23 minutes 45 seconds West, a distance of 98.32 feet; thence North 13 degrees 48 minutes 50 seconds East, a distance of 84.14 feet; thence North 28 degrees 47 minutes 48 seconds East, a distance of 162.31 feet; thence North 15 degrees 37 minutes 39 seconds East, a distance of 98.76 feet; thence North 15 degrees 02 minutes 33 seconds West, a distance of 200.11 feet; thence North 18 degrees 15 minutes 39 seconds West, a distance of 199.54 feet; thence North 15 degrees 11 minutes 04 seconds West, a distance of 70.03 feet to the POINT OF BEGINNING.

**LESS AND EXCEPT:**

A certain 3.02 acre tract of land, being Lot CU located in Section 46, T4S-R2W, G.L.D., West Feliciana Parish, Louisiana, and being more particularly described as follows: Starting at the northwest corner of Tract 1, proceed North 69 degrees 07 minutes 42 seconds East, a distance of 627.96 feet; thence North 69 degrees 27 minutes 55 seconds East, a distance of 1759.81 feet; thence North 69 degrees 11 minutes 54 seconds East, a distance of 630.02 feet; thence South 18 degrees 33 minutes 46 seconds East, a distance of 345.73 feet; thence South 15 degrees 10 minutes 47 seconds East, a distance of 101.16 feet; thence North 86 degrees 17 minutes 26 seconds East, a distance of 1455.50 feet; thence South 78 degrees 55 minutes 45 seconds East, a distance of 1040.61 feet; thence North 68 degrees 42 minutes 27 seconds East, a distance of 878.80 feet; thence South 85 degrees 13 minutes 10 seconds East, a distance of 322.36 feet; thence North 58 degrees 06 minutes 12 seconds East, a distance of 248.13 feet; thence North 59 degrees 59 minutes 03 seconds East, a distance of 330.63 feet; thence North 24 degrees 55 minutes 01 seconds East, a distance of 231.29 feet; thence North 15 degrees 31 minutes 37 seconds West, a distance of 92.31 feet; thence North 26 degrees 49 minutes 49 seconds West, a distance of 393.52 feet; thence North 17 degrees 12 minutes 45 seconds West, a distance of 707.91 feet; thence North 73 degrees 57 minutes 32 seconds West, a distance of 770.00 feet; thence North 00 degrees 01 minutes 02 seconds West, a distance of 1275.53 feet; thence North 87 degrees 54 minutes 00 seconds East, a distance of 2879.06 feet; thence North 08 degrees 02 minutes 05 seconds East, a distance of 1476.60 feet; thence South 81 degrees 57 minutes 55 seconds East, a distance of 146.99 feet to the POINT OF BEGINNING; thence proceed along the arc of a curve to the right having a radius of 1892.02 feet, an arc length of 360.64 feet, with a chord bearing of North 24 degrees 56 minutes 56 seconds East, and a chord length of 360.09 feet; thence South 60 degrees 42 minutes 58 seconds East, a distance of 360.25 feet; thence South 24 degrees 59 minutes 06 seconds West, a distance of 359.99 feet; thence North 60 degrees 43 minutes 46 seconds West, a distance of 360.01 feet to the POINT OF BEGINNING.

All according to map entitled "Map Showing Resubdivision of The St. Francisville Paper Company Property..", dated 8/4/08, Job Number A080235, by Alvin Fairburn and Associates, LLC., recorded as Original No. 99378 in MCB 180, page 536 of the records of the Clerk of Court for the Parish of West Feliciana, State of Louisiana, which survey map is adopted herein by reference thereto.

**FURTHER LESS AND EXCEPT:**

All that portion of the above described Tract situated north and west of the centerline of Louisiana Highway 964 as depicted on the aforementioned survey by Alvin Fairburn and Associates, Inc., and as more particularly described on that map of survey by Wilson Land Surveying, L.L.C., Charles F. Wilson, P.L.S., dated August 21<sup>st</sup>, 2010 entitled "PLAT SHOWING A PORTION OF THE CENTERLINE OF HIGHWAY 964 ON PAPER MILL TRACT LOCATED IN 42, 43, 46, AND 47 TOWNSHIP 4 SOUTH, RANGE 2 WEST GREENSBURG LAND DISTRICT WEST FELICIANA PARISH, LOUISIANA FOR R.L. BURTON" a copy of which is attached hereto and made part hereof. The property is also depicted on the composite map showing the centerline of Hwy. 964, in accordance with the survey by Charles F. Wilson referenced above, and the map by Alvin Fairburn and Associates, Inc. dated 8/4/08, also noted above, which composite map is recorded herewith.

INITIALS of SELLER \_\_\_\_\_

INITIALS of PURCHASER *FLB*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**  
Page 2 of 2

EXHIBIT B

TO ACT OF CORRECTION AND AMENDMENT

Tract 3, Tract 4 and the Remaining Tembec Portion

**LEGAL DESCRIPTION**

**TRACT 3**

**Located in Section 49, T4S-R2W**

A certain 76.09 acre tract of land, being Tract 3 located in Section 49, T4S-R2W, G.L.D., West Feliciana Parish, Louisiana, and being more particularly described as follows: Starting at the northwest corner of Tract 1, proceed South 40 degrees 01 minutes 53 seconds West, a distance of 25.11 feet; thence South 22 degrees 54 minutes 57 seconds West, a distance of 150.45 feet to the POINT OF BEGINNING; thence proceed South 22 degrees 54 minutes 57 seconds West, a distance of 213.86 feet; thence South 27 degrees 29 minutes 49 seconds West, a distance of 592.47 feet; thence South 22 degrees 06 minutes 48 seconds West, a distance of 810.03 feet; thence South 12 degrees 37 minutes 10 seconds East, a distance of 1367.68 feet; thence North 89 degrees 59 minutes 42 seconds West, a distance of 832.03 feet; thence South 00 degrees 16 minutes 46 seconds East, a distance of 60.04 feet; thence North 89 degrees 57 minutes 27 seconds West, a distance of 283.20 feet; thence North 15 degrees 51 minutes 43 seconds West, a distance of 100.42 feet; thence North 16 degrees 34 minutes 42 seconds West, a distance of 300.91 feet; thence North 13 degrees 20 minutes 22 seconds West, a distance of 261.59 feet; thence North 16 degrees 38 minutes 13 seconds West, a distance of 246.15 feet; thence North 21 degrees 00 minutes 21 seconds West, a distance of 248.01 feet; thence North 25 degrees 06 minutes 13 seconds West, a distance of 223.76 feet; thence North 18 degrees 52 minutes 31 seconds West, a distance of 250.11 feet; thence North 09 degrees 14 minutes 59 seconds West, a distance of 433.81 feet; thence North 07 degrees 02 minutes 14 seconds West, a distance of 134.60 feet; thence North 69 degrees 52 minutes 50 seconds East, a distance of 2207.69 feet to the POINT OF BEGINNING.

All according to map entitled "Map Showing Resubdivision of The St. Francisville Paper Company Property...", dated 8/4/08, Job Number A080235, by Alvin Fairburn and Associates, LLC.

**LEGAL DESCRIPTION**

**TRACT 4**

**Located in Sections 48 & 49, T4S-R2W**

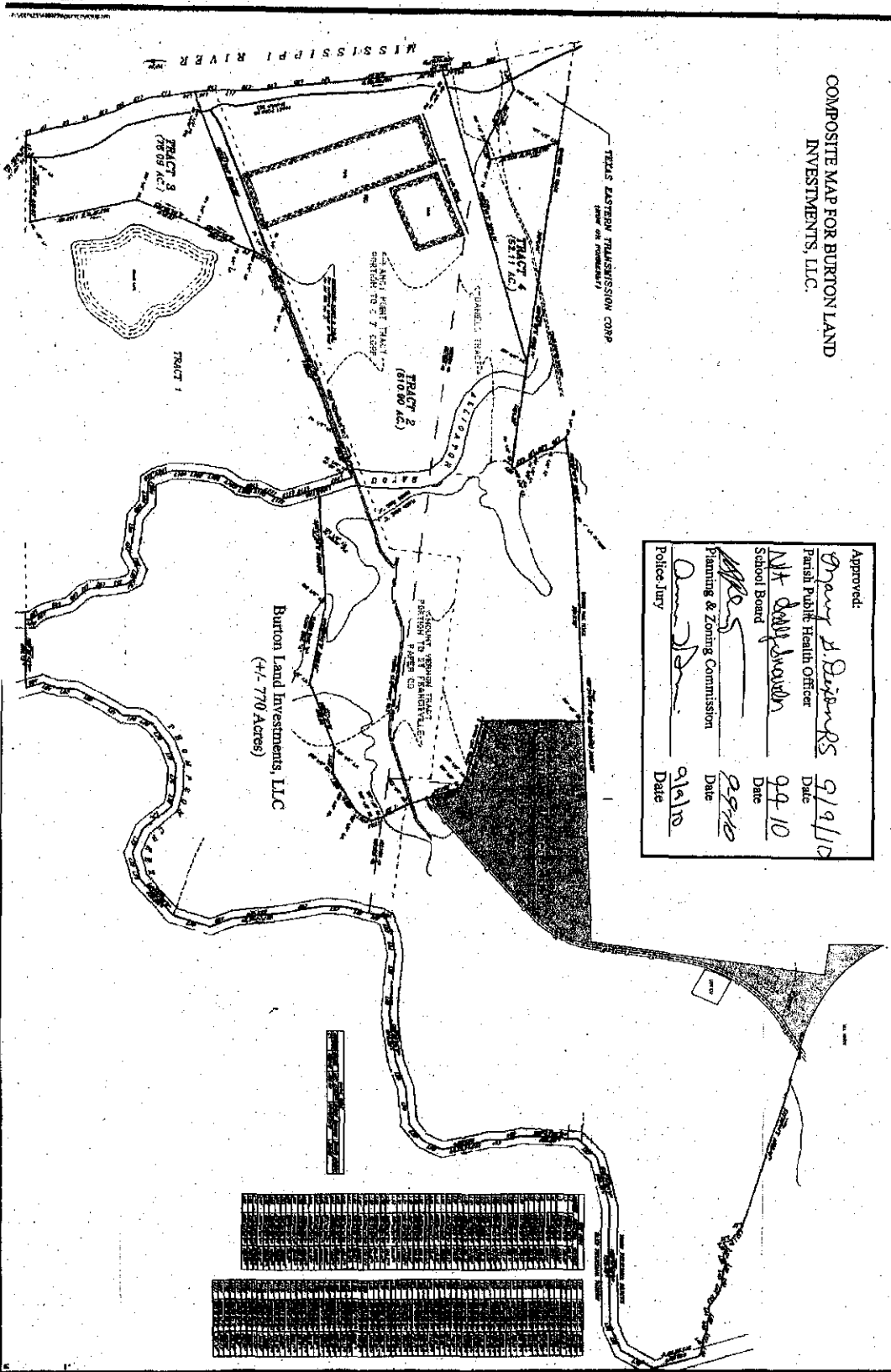
A certain 52.11 acre tract of land, being Tract 4 located in Sections 48 & 49, T4S-R2W, G.L.D., West Feliciana Parish, Louisiana, and being more particularly described as follows: Starting at the northwest corner of Tract 1, proceed South 40 degrees 01 minutes 53 seconds West, a distance of 25.11 feet; thence South 22 degrees 54 minutes 57 seconds West, a distance of 150.45 feet; thence South 69 degrees 52 minutes 50 seconds West, a distance of 2207.69 feet; thence North 07 degrees 02 minutes 14 seconds West, a distance of 113.62 feet; thence North 02

degrees 41 minutes 35 seconds West, a distance of 235.62 feet; thence North 01 degrees 24 minutes 08 seconds East, a distance of 178.31 feet; thence North 01 degrees 24 minutes 51 seconds West, a distance of 247.95 feet; thence North 08 degrees 10 minutes 32 seconds West, a distance of 417.05 feet; thence North 06 degrees 47 minutes 14 seconds West, a distance of 251.32 feet; thence North 03 degrees 50 minutes 59 seconds West, a distance of 421.45 feet; thence North 07 degrees 00 minutes 02 seconds West, a distance of 878.64 feet; thence North 05 degrees 44 minutes 07 seconds West, a distance of 391.30 feet to the POINT OF BEGINNING; thence proceed North 05 degrees 44 minutes 07 seconds West, a distance of 193.43 feet; thence North 09 degrees 59 minutes 33 seconds West, a distance of 248.26 feet; thence North 14 degrees 52 minutes 25 seconds West, a distance of 382.13 feet; thence North 76 degrees 01 minutes 50 seconds East, a distance of 395.00 feet; thence South 63 degrees 30 minutes 10 seconds East, a distance of 782.25 feet; thence North 76 degrees 01 minutes 50 seconds East, a distance of 217.33 feet; thence North 13 degrees 58 minutes 10 seconds West, a distance of 905.37 feet; thence South 82 degrees 00 minutes 10 seconds East, a distance of 2874.44 feet; thence South 73 degrees 55 minutes 41 seconds West, a distance of 3914.74 feet to the POINT OF BEGINNING.

All according to map entitled "Map Showing Resubdivision of The St. Francisville Paper Company Property...", dated 8/4/08, Job Number A080235, by Alvin Fairburn and Associates, LLC.

**LEGAL DESCRIPTION  
THE REMAINING TEMBEC PORTION**

A certain 107 +/- acre tract of land designated as the "Remaining Tembec Portion" on the map attached hereto and made a part hereof.



2575928-1

## EXHIBIT C

## TO ACT OF CORRECTION AND AMENDMENT

## LEGAL DESCRIPTION

## TRACT 2

## Located in Sections 47, 48 &amp; 49, T4S-R2W

A certain 610.90 acre tract of land, being Tract 2 located in Sections 47, 48 & 49, T4S-R2W, G.L.D., West Feliciana Parish, Louisiana, and being more particularly described as follows: Starting at the northwest corner of Tract 1 also being the POINT OF BEGINNING; thence proceed South 40 degrees 01 minutes 53 seconds West, a distance of 25.11 feet; thence South 22 degrees 54 minutes 57 seconds West, a distance of 150.45 feet; thence South 69 degrees 52 minutes 50 seconds West, a distance of 2207.69 feet; thence North 07 degrees 02 minutes 14 seconds West, a distance of 113.62 feet; thence North 02 degrees 41 minutes 35 seconds West, a distance of 235.62 feet; thence North 01 degrees 24 minutes 08 seconds East, a distance of 178.31 feet; thence North 01 degrees 24 minutes 51 seconds West, a distance of 247.95 feet; thence North 08 degrees 10 minutes 32 seconds West, a distance of 417.05 feet; thence North 06 degrees 47 minutes 14 seconds West, a distance of 251.32 feet; thence North 03 degrees 50 minutes 59 seconds West, a distance of 421.45 feet; thence North 07 degrees 00 minutes 02 seconds West, a distance of 878.64 feet; thence North 05 degrees 44 minutes 07 seconds West, a distance of 391.30 feet; thence North 73 degrees 55 minutes 41 seconds East, a distance of 3914.74 feet; thence South 82 degrees 00 minutes 10 seconds East, a distance of 1351.28 feet; thence North 43 degrees 16 minutes 53 seconds East, a distance of 33.40 feet; thence North 29 degrees 14 minutes 16 seconds West, a distance of 254.80 feet; thence North 40 degrees 56 minutes 04 seconds West, a distance of 102.70 feet; thence North 19 degrees 26 minutes 28 seconds West, a distance of 199.50 feet; thence North 37 degrees 30 minutes 35 seconds West, a distance of 222.05 feet; thence North 83 degrees 06 minutes 19 seconds East, a distance of 998.47 feet; thence North 87 degrees 54 minutes 00 seconds East, a distance of 2617.72 feet; thence South 00 degrees 01 minutes 02 seconds East, a distance of 1275.53 feet; thence South 73 degrees 57 minutes 32 seconds East, a distance of 770.00 feet; thence South 61 degrees 12 minutes 31 seconds East, a distance of 134.06 feet; thence South 17 degrees 12 minutes 45 seconds East, a distance of 707.91 feet; thence South 26 degrees 49 minutes 49 seconds East, a distance of 393.52 feet; thence South 15 degrees 31 minutes 37 seconds East, a distance of 92.31 feet; thence South 24 degrees 55 minutes 01 seconds West, a distance of 231.29 feet; thence South 59 degrees 59 minutes 03 seconds West, a distance of 330.63 feet; thence South 58 degrees 06 minutes 12 seconds West, a distance of 248.13 feet; thence North 85 degrees 13 minutes 10 seconds West, a distance of 322.36 feet; thence South 68 degrees 42 minutes 27 seconds West, a distance of 878.80 feet; thence North 78 degrees 55 minutes 45 seconds West, a distance of 1040.61 feet; thence South 86 degrees 17 minutes 26 seconds West, a distance of 1455.50 feet; thence North 15 degrees 10 minutes 47 seconds West, a distance of 101.16 feet; thence North 18 degrees 33 minutes 46 seconds West, a distance of 345.73 feet; thence South 69 degrees 11 minutes 54 seconds West, a distance of 630.02 feet; thence South 69 degrees 27 minutes 55 seconds West, a distance of 1759.81 feet; thence South 69 degrees 07 minutes 42 seconds West, a distance of 627.96 feet to the POINT OF BEGINNING.



All according to map entitled "Map Showing Resubdivision of The St. Francisville Paper Company Property...", dated 8/4/08, Job Number A080235, by Alvin Fairburn and Associates, LLC.

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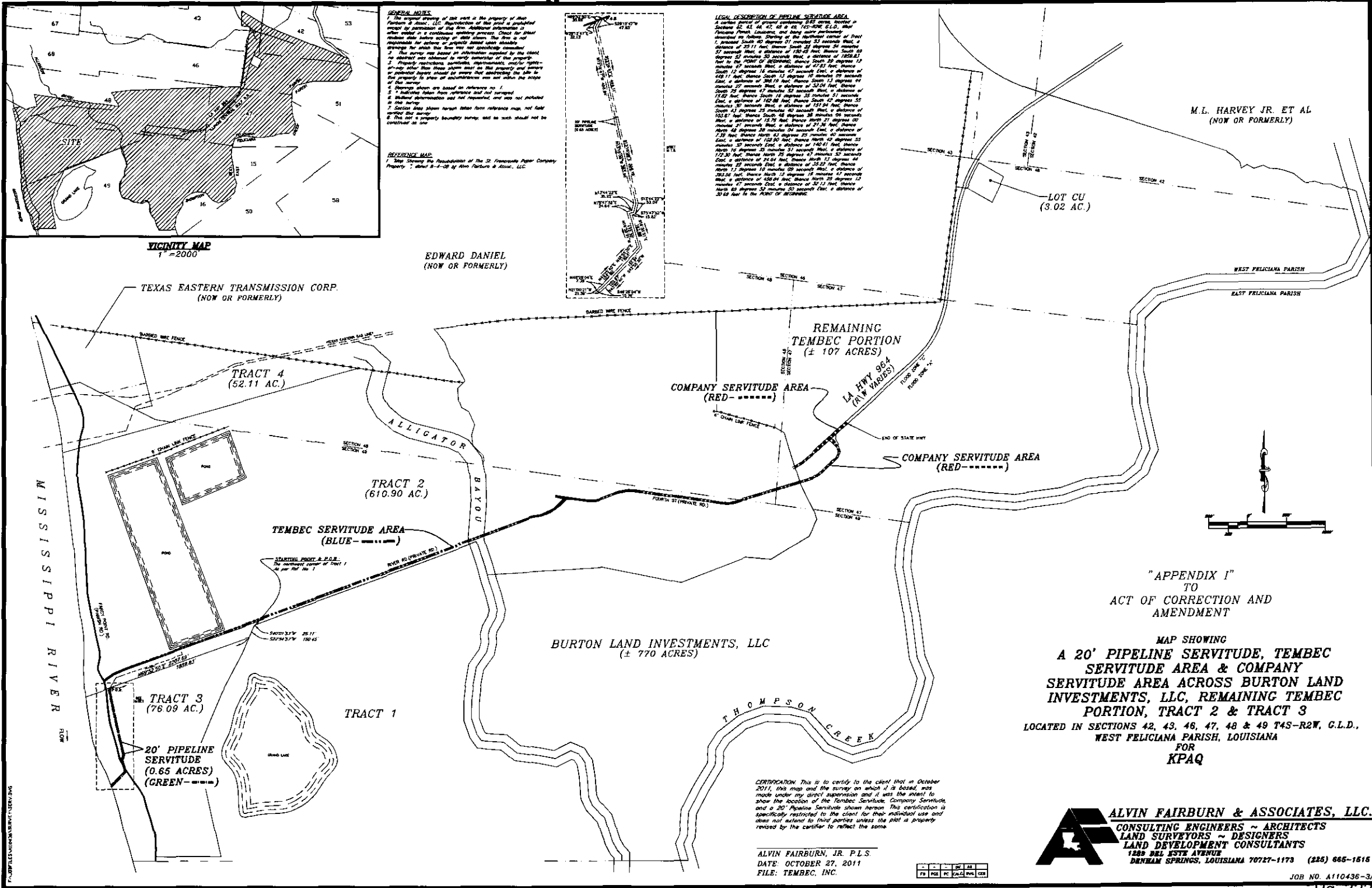
APPENDIX I  
TO ACT OF CORRECTION AND AMENDMENT

Map

*[See attached]*

2575928-1

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**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF LOUISIANA**

**IN RE:**

**TEMBEC USA LLC**

**CASE NO. 11-10585**

**DEBTOR**

**CHAPTER 7**

**ORDER AUTHORIZING CHAPTER 7 TRUSTEE  
TO ENTER INTO AMENDMENT TO RECIPROCAL SERVITUDE AGREEMENT**

Considering KPAQ Industries, Inc. and the Trustee's Amended Joint Motion to Authorize Chapter 7 Trustee to Enter into Amendment to Reciprocal Servitude Agreement, the lack of opposition thereto, the record of the case and applicable law,

IT IS ORDERED that Samera L. Abide as the Chapter 7 trustee of Tembec USA LLC is authorized to enter into the Act of Correction and Amendment.

Baton Rouge, Louisiana, August 21, 2012.

**s/ Douglas D. Dodd**  
**DOUGLAS D. DODD**  
**UNITED STATES BANKRUPTCY JUDGE**

178646.1