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February 28, 2013

England Economic and Industrial  
Development District  
1611 Arnold Drive  
Alexandria, LA 71301

Pan American Engineers Alexandria Inc.  
P. O. Box 89  
Alexandria, LA 71309-0089

Re: Title Opinion  
708.839 Acre Heavy Industrial Site  
Sections 37, 38, 39, 73 and 74, T4N-R2W, Southwestern District,  
Rapides Parish, LA

Dear Sirs:

Pursuant to your instructions, we have examined title to the following described property,  
to-wit:

**DESCRIPTION OF A 708.839± ACRE (30,877,007± SQ. FT.) TRACT LOCATED IN  
SECTIONS 37, 38, 39, 73 & 74, TOWNSHIP 4 NORTH, RANGE 2 WEST, SOUTH  
WESTERN DISTRICT, RAPIDES PARISH, LOUISIANA**

A certain piece, parcel or lot of ground, together with all improvements thereon, rights,  
ways and privileges thereunto belonging or in any way appertaining, being, lying and  
situated in the Sections 37, 38, 39, 73 & 74, Township 4 North, Range 2 West, South  
Western District, Rapides Parish, Louisiana, being more particularly described as  
follows, to wit:

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Beginning at a 5/8" diameter iron rod (found) marking the northeast corner of Lot 1 of the Andrews Partition as recorded in Plat Book 2, page 54, records of the Rapides Parish Clerk of Court, said point bearing the State Plane Coordinate, Northing of 296,782.1595 and Easting of 3,262,424.0749, North American Datum of 1983 (NAD 83), Louisiana North Zone (1701), US Survey Feet, and also marking the **POINT OF BEGINNING** of the tract be described;

thence proceed North 08 degrees 18 minutes 00 seconds East, grid bearing, a distance of 221.10 feet to a 5/8" diameter iron rod (found);

thence turn left and proceed North 81 degrees 19 minutes 01 seconds West, a distance of 75.92 feet to a 5/8" diameter iron rod in concrete (found);

thence turn right and proceed North 24 degrees 15 minutes 00 seconds West, a distance of 1,121.38 feet to a 5/8" diameter iron rod in concrete (found);

thence turn right and proceed North 09 degrees 02 minutes 34 seconds East, a distance of 1,694.14 feet to a 1/2" diameter iron rod (found);

thence turn left and proceed North 09 degrees 02 minutes 19 seconds East, a distance of 1,161.50 feet to a 5/8" diameter iron rod (found);

thence turn left and proceed South 80 degrees 30 minutes 15 seconds West, a distance of 1,595.26 feet to a point located on the western boundary line of Lot 5 of the aforementioned Andrews Partition, said point being marked by a 5/8" diameter iron rod (found);

thence turn right and proceed North 13 degrees 27 minutes 47 seconds West, along said western boundary line of Lot 5, a distance of 61.23 feet to an axle (found);

thence turn left and proceed North 49 degrees 58 minutes 26 seconds West, departing said western boundary line, a distance of 69.06 feet to a point located on the apparent northern right-of-way line of La. Highway 1202, said point being marked by a 5/8" diameter iron rod (found);

thence turn right and proceed North 39 degrees 17 minutes 42 seconds West, along said apparent northern right-of-way line, a distance of 139.24 feet to a 5/8" diameter iron rod (found);

thence turn left and proceed North 46 degrees 33 minutes 39 seconds West, along said apparent northern right-of-way line, a distance of 110.38 feet to a 5/8" diameter iron rod (found);

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thence turn left and proceed North 54 degrees 49 minutes 52 seconds West, along said apparent northern right-of-way line, a distance of 109.44 feet to a 5/8" diameter iron rod (found);

thence turn left and proceed North 66 degrees 28 minutes 07 seconds West, along said apparent northern right-of-way line, a distance of 129.95 feet to a 5/8" diameter iron rod (found);

thence turn left and proceed North 75 degrees 27 minutes 38 seconds West, along said apparent northern right-of-way line, a distance of 114.00 feet to a 5/8" diameter iron rod (set);

thence turn left and proceed North 84 degrees 10 minutes 02 seconds West, along said apparent northern right-of-way line, a distance of 99.26 feet to a point marking the apparent northern right-of-way line of said La. Highway 1202 with the apparent eastern right-of-way line (by tacit dedication) of Jimmy Brown Road, said point being marked by a 5/8" diameter iron rod (set);

thence turn left and proceed South 76 degrees 30 minutes 57 seconds West, departing the apparent northern right-of-way line of La. Highway 1202 and departing the apparent eastern right-of-way line (by tacit dedication) of Jimmy Brown Road, a distance of 22.53 feet to a pk nail with shiner in edge of asphalt pavement (set), said point being located on the common boundary line between Lots 1 and 2 of the Partition of the James C. Brown Estate as recorded in Conveyance Book 304, page 370, records of the Rapides Parish Clerk of Court.

thence turn right and proceed North 13 degrees 30 minutes 30 seconds West, along said common boundary line, a distance of 7,230.31 feet to a point marking the approximate centerline of Big Bayou, said point being marked by an "X" cut (set) in concrete bridge deck;

thence turn right and proceed North 79 degrees 36 minutes 53 seconds East, departing said common boundary line and along a meander of the approximate centerline of Big Bayou, a distance of 25.81 feet to a point marking the intersection of said Big Bayou centerline meander with the aforementioned apparent eastern right-of-way line (by tacit dedication) of Jimmy Brown Road, said point being marked by a 5/8" diameter iron rod (set);

thence turn left and proceed North 78 degrees 08 minutes 10 seconds East, departing the apparent eastern right-of-way line (by tacit dedication) of said Jimmy Brown Road and along said Big Bayou centerline meander, a distance of 243.75 feet to a 5/8" diameter iron rod (set);

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thence turn right and proceed South 36 degrees 00 minutes 34 seconds East, departing said Big Bayou centerline meander, a distance of 48.29 feet to a point located on the southern high bank of Big Bayou, said point being marked by a 5/8" diameter iron rod (set);

thence continue South 36 degrees 00 minutes 34 seconds East, departing said high bank, a distance of 4,777.91 feet to a 5/8" diameter iron rod (set);

thence turn left and proceed North 53 degrees 59 minutes 26 seconds East, a distance of 255.00 feet to a 5/8" diameter iron rod (set);

thence turn right and proceed South 36 degrees 00 minutes 01 seconds East, a distance of 6,638.03 feet to a 5/8" diameter iron rod (set);

thence turn right and proceed South 09 degrees 00 minutes 11 seconds West, a distance of 1,466.12 feet to a 5/8" diameter iron rod (set);

thence turn right and proceed North 80 degrees 59 minutes 50 seconds West, a distance of 505.00 feet to a 5/8" diameter iron rod (set);

thence turn left and proceed South 09 degrees 00 minutes 10 seconds West, a distance of 1,364.45 feet to a point located on the northern high bank of Bayou Rapides, said point being marked by a 5/8" diameter iron rod (set);

thence continue South 09 degrees 00 minutes 10 seconds West, departing said northern high bank, a distance of 156.67 feet to a calculated non-monumented point located on the apparent northern ordinary low water level of Bayou Rapides;

thence turn right and proceed on a call bearing of North 73 degrees 34 minutes 55 seconds West, along a record meander of the apparent northern ordinary low water level of Bayou Rapides, a call distance of 303.15 feet to a non-monumented point and corner;

thence turn left and proceed on a call bearing of South 77 degrees 47 minutes 44 seconds West, along a record meander of the apparent northern ordinary low water level of Bayou Rapides, a call distance of 896.16 feet to a non-monumented point and corner;

thence turn left and proceed on a call bearing of South 72 degrees 56 minutes 28 seconds West, along a record meander of the apparent northern ordinary low water level of Bayou Rapides, a call distance of 831.05 feet to a non-monumented point and corner;

thence turn left and proceed on a call bearing of South 63 degrees 41 minutes 35 seconds West, along a record meander of the apparent northern

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ordinary low water level of Bayou Rapides, a call distance of 248.09 feet to a non-monumented point and corner;

thence turn right and proceed on call bearing of South 76 degrees 01 minutes 42 seconds West, along a record meander of the apparent northern ordinary low water level of Bayou Rapides, a call distance of 246.97 feet to a non-monumented point and corner;

thence continue on a call bearing of South 76 degrees 01 minutes 42 seconds West, along a record meander of the apparent northern ordinary low water level of Bayou Rapides, a call distance of 80.87 feet to a non-monumented point and corner;

thence turn right and proceed on a call bearing of South 77 degrees 41 minutes 16 seconds West, along a record meander of the apparent northern ordinary low water level of Bayou Rapides, a call distance of 348.12 feet to a point located on the aforementioned eastern right-of-way line of La. Highway 1202, said point being marked by a 5/8" diameter iron rod (found);

thence turn right and proceed North 01 degrees 02 minutes 03 seconds East, departing said apparent ordinary low water level of Bayou Rapides and along said eastern right-of-way line, a distance of 141.61 feet to a 5/8" diameter iron rod found;

thence turn left and proceed in a northwesterly direction, along said eastern right-of-way line, a distance of 222.25 feet along the arc of a curve concave to the west, said curve having a radius of 696.62 feet and a chord that bears North 02 degrees 34 minutes 48 seconds West, a chord distance of 221.31 feet to a 5/8" diameter iron rod (found);

thence continue in a northwesterly direction, along said eastern right-of-way line and along an extension of the aforementioned curve, said curve extension having an arc length of 81.94 feet, a radius of 696.62 feet and a chord that bears North 15 degrees 05 minutes 21 seconds West, a chord distance of 81.89 feet to a 5/8" diameter iron rod (found);

thence continue in a northwesterly direction, along said eastern right-of-way line and along an extension of the aforementioned curve, said curve extension having an arc length of 261.19 feet, a radius of 696.62 feet and a chord that bears North 29 degrees 12 minutes 00 seconds West, a chord distance of 259.66 feet to a 5/8" diameter iron rod (found);

thence proceed North 39 degrees 56 minutes 26 seconds West, departing the aforementioned curve extension and along said eastern right-of-way line, a distance of 270.83 feet to a 5/8" diameter iron rod (found);

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thence turn right and continue in a northwesterly direction, along said eastern right-of-way line, a distance of 268.81 feet along the arc of a curve concave to the east, said curve having a radius of 926.01 feet and a chord that bears North 31 degrees 37 minutes 26 seconds West, a chord distance of 267.87 feet to a 5/8" diameter iron rod (found);

thence turn right and proceed North 80 degrees 48 minutes 00 seconds East, departing the aforementioned curve and departing said eastern right-of-way line, a distance of 1,074.61 feet to the **POINT OF BEGINNING**;

The above described tract contains 708.839 acres, 30,877,007 square feet, more or less and is more particularly indicated on Pan American Engineers – Alexandria, Inc., Drawing No. 12096-A, dated January 14, 2013.

The above described property being comprised of all or portions of the following tracts:

**Tract #1:**

A certain piece, parcel or lot of ground together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being, lying and situated in Sections 11, 73 and 74, Township 4 North, Range 2 West, Rapides Parish, Louisiana and being more particularly described as follows, to-wit:

Commencing at the southeast corner of Section 12, Township 4 North, Range 2 West, said point being marked with an iron bolt; thence proceed South 75 degrees 55 minutes 56 seconds East, grid bearing, along the northern boundary line of Bayou Grosse Park, Extensions No. 2, a distance of 345.18 feet to the northwest corner of Lot 1 of the Partition of the James C. Brown Estate; thence turn right and proceed South 13 degrees 30 minutes 30 seconds East, along the boundary line common to Lot 1 and 2 of said Partition of the James C. Brown Estate, a distance of 3,102.05 feet to a nail and shiner set in asphalt and also being the **POINT OF BEGINNING** of the tract to be described;

Thence turn left and proceed North 79 degrees 36 minutes 53 seconds East, along the centerline of Big Bayou, a distance of 25.81 feet to a point; thence turn left and proceed North 78 degrees 08 minutes 10 seconds East, along said centerline of Big Bayou, a distance of 338.75 feet to a point; thence turn left and proceed North 49 degrees 24 minutes 27 seconds East, along said centerline of Big Bayou, a distance of 95.46 feet to a point; thence turn left and proceed North 17 degrees 44 minutes 41 seconds East along said centerline of Big Bayou, a distance of 258.19 feet to a point; thence turn right and proceed North 47 degrees 16 minutes 30 seconds East, along said centerline of Big Bayou, a distance of 334.03 feet to a point; thence turn right and proceed north 65 degrees 51 minutes 54 seconds East, along said centerline of Big Bayou, a distance of 334.29 feet to

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a point located on the eastern boundary line of Lot 1 of the Partition of the James C. Brown Estate; thence turn right and proceed South 09 degrees 00 minutes 00 seconds East, along said eastern boundary line of Lot 1 of the Partition of the James C. Brown Estate, a distance of 8,254.55 feet to a 1" diameter iron rod; thence turn right and proceed North 49 degrees 40 minutes 00 seconds West, along the northern right-of-way line of Louisiana Highway 1202, a distance of 69.49 feet to a 5/8" diameter iron rod; thence turn right and proceed North 39 degrees 17 minutes 42 seconds West, along said right-of-way line, a distance of 139.24 feet to 5/8" diameter iron rod; thence turn left and proceed North 46 degrees 33 minutes 39 seconds West, along said right-of-way line, a distance of 110.38 feet to a 5/8" diameter iron rod; thence turn left and proceed North 54 degrees 49 minutes 52 seconds West, along said right-of-way line, a distance of 109.44 feet to a 5/8" diameter iron rod; thence turn left and proceed North 66 degrees 28 minutes 07 seconds West, along said right-of-way line, a distance of 129.95 feet to a 3/4" diameter iron pipe; thence turn right and proceed North 12 degrees 24 minutes 07 seconds West, along the boundary line common to the Allie Brewer Parcel, a distance of 209.82 feet to a 1/2" diameter iron rod; thence turn left and proceed South 80 degrees 02 minutes 26 West, along said common boundary line, a distance of 198.64 feet to a 1/2" diameter iron rod; thence turn left and proceed South degrees 29 minutes 03 seconds East, along the apparent eastern right-of-way line of Jimmy Brown Road, a distance of 135.60 feet to a 1/4" diameter iron pipe; thence turn right and proceed South 76 degrees 30 minutes 57 seconds West, a distance of 22.53 feet to a nail and shiner set in asphalt; thence turn right and proceed North 13 degrees 30 minutes 30 seconds West, along the boundary line common to Lot 1 and Lot 2, Partition of the James C. Brown Estate, a distance of 7,230.13 feet to the POINT OF BEGINNING.

Said property acquired by England Economic and Industrial Development District from Annie Laurie Edwards, et al, pursuant to Act of Cash Sale dated various dates, filed March 6, 1998, in Conveyance Book 1525, Page 571, records of Rapides Parish, Louisiana. (See Exhibit #1 attached).

**Tract #2:**

A certain piece, parcel or lot of ground, together with all improvements thereon, situated in Sections 39 and 74, Township 4 North, Range 2 West, Rapides Parish, Louisiana, and being Lot No. 5 of the Andrews Partition as per plat of said Partition and of said lot prepared by J. H. Daigre, C.E., January 8, 1913, and recorded in Plat Book 2, Page 54, of the records of Rapides Parish, Louisiana, said Lot 5 being more particularly described as follows:

Begin at the point on the left descending bank of Bayou Rapides where the line between Lots 4 and 5 of said Andrews Partition, as shown by the above mentioned plat, intersections the same; thence run North 81 degrees East 19.07 chains; thence run North 81 degrees East 19.07 chains; thence run North 9 degrees 10 minutes West 23.01 chains; thence run North 4 degrees West 8.41 chains; thence run South 89 degrees West 19.42 chains to the centerline of a lane

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dividing Andrews land from the Brown land; thence run South 9 degrees East along the center of said lane 22.42 chains; thence run South 6 degrees 30 minutes East along the center of said lane 8.36 chains back to the point of beginning, containing 56.015 acres of land in Sections 39 and 74, Township 4 North, Range 2 West.

LESS AND EXCEPT that certain piece, parcel or lot of ground, being part of Lot 5 of the Andrews Partition lying between the left descending bank of Bayou Rapides and Bayou Rapides Road, containing one and one-half (1½ acres more or less.

Being the same property acquired by England Economic and Industrial Development District from Jerome J. DeKeyzer and Carolyn Tingle DeKeyzer, pursuant to Act of Exchange, dated various dates, recorded March 25, 1992, in Conveyance Book 1632, page 367, Entry No. 1180955, records of Rapides Parish, Louisiana. (See Exhibit #2 attached)

**Tract #3:**

A certain piece, parcel or tract of land, together with all buildings and improvements located thereon and all rights, privileges, servitudes, prescriptions and possessions thereto appertaining, containing 170.42 acres, more or less, being, lying and situated in Sections 11, 73 and 74, T4N, R2W, Rapides Parish, Louisiana, and being shown as Tract 1 on a Boundary Survey prepared by Pan-American Engineers – Alexandria, Inc., entitled "Boundary Survey to Indicate a 170.42 +/- Acre Tract and a 18.25 +/- Acre Tract Located in Sections 11, 73 and 74, T4N, R2W, Southwest District, Rapides Parish, Louisiana" and being more particularly described as follows:

Commence at a 2" iron pipe being identified as the Northeast corner of Section 74 and per the survey by Louis J. Daigre dated June 6, 1969, a copy of which is filed and recorded in Conveyance Book 738 at Page 715 of the Rapides Parish records and thence proceed North 75 degrees 07 minutes 18 seconds West a distance of 2547.23 feet to a point and corner being the point of beginning of the property herein described; from the point of beginning thus established, proceed South 03 degrees 47 minutes 23 seconds East a distance of 2332.48 feet to a point and corner; thence proceed South 54 degrees 01 minutes West a distance of 993.05 feet to a point and corner; thence proceed South 35 degrees 58 minutes 40 seconds East a distance of 1639.47 feet to a point and corner; thence proceed South 52 degrees 20 minutes 06 seconds West a distance of 49.29 feet to a point and corner; thence proceed South 35 degrees 58 minutes 40 seconds East as distance of 47.54 feet to a point and corner; thence proceed South 04 degrees 06 minutes 39 seconds East a distance of 903.80 feet to a point and corner; thence proceed South 88 degrees 01 minutes 21 seconds West a distance of 709.50 feet to a point and corner; thence proceed North 03 degrees 51 seconds 39 seconds West a distance or 551.00 feet; thence proceed North 89 degrees 36 minutes West a distance of 704.36 feet to a point and corner; thence proceed North 09 degrees 00 minutes 00 seconds West a distance of 4883.22 feet to a point and



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corner on the southerly high bank of Big Bayou; thence continue North 09 degrees 00 minutes 00 seconds West a distance of 34 feet to a point in the center of Big Bayou; thence following the centerline of Big Bayou proceed North 83 degrees 03 minutes 13 seconds East a distance of 181.51 feet to a point and corner; thence proceed North 73 degrees 9 minutes 50 seconds East a distance of 299.02 feet to a point and corner; thence proceed north 60 degrees 42 minutes 42 seconds East a distance of 190.03 feet to a point and corner; thence proceed North 70 degrees 51 minutes 18 seconds East a distance of 65.11 feet to a point and corner; thence proceed South 57 degrees 02 minutes 11 seconds East a distance of 30.36 feet to a point on the southerly high bank of Big Bayou; thence proceed South 57 degrees 02 minutes 11 seconds East a distance of 592.69 feet to a point and corner; thence proceed North 75 degrees 01 minute 14 seconds East a distance of 207.07 feet to a point and corner; thence proceed South 75 degrees 07 minutes 18 seconds East a distance of 450.84 feet to the point of beginning of the property herein described.

Tract 3 being a portion of the property acquired by England Economic & Industrial Development District from Claude Rodney Williams, et ux, pursuant to *Transfer Pursuant to Exchange of Property With Payment of Boot* recorded August 2, 2011, in Conveyance Book 1894, Page 162, Entry No. 1455818, records of Rapides Parish, Louisiana. (See Exhibit #3 attached).

**Tract #4:**

A certain piece, parcel or tract of land, together with all buildings and improvements located thereon and all rights, privileges, servitudes, prescriptions and possessions hereto appertaining, containing 18.25 acres, more or less, being, lying and situated in Sections 11, 73 and 74, T4N, R2W, Rapides Parish, Louisiana, and being shown as Tract 2 on Boundary Survey prepared by Pan-American Engineers – Alexandria, Inc., entitled "Boundary Survey to Indicate a 170.42 +/- Acre Tract and a 18.25 +/- Acre Tract Located in Sections 11, 73 and 74, T4N, R2W, Southwest District, Rapides Parish, Louisiana" and being more particularly described as follows:

Commence at a 2" iron pipe being identified as the Northeast corner of Section 74 and per the survey by Louis J. Daigre dated June 6, 1969, a copy of which is filed and recorded in Conveyance Book 738 at Page 715 of the Rapides Parish records and thence proceed North 75 degrees 07 minutes 18 seconds West a distance of 2547.23 feet to a point and corner; thence proceed South 03 degrees 47 minutes 23 seconds East a distance of 2332.48 feet to a point and corner; thence proceed South 54 degrees 01 minute 28 seconds West a distance of 993.05 feet to a point and corner; thence proceed South 35 degrees 58 minutes 40 seconds East a distance of 1639.47 feet to a point and corner; thence proceed South 52 degrees 20 minutes 06 seconds West a distance of 49.29 feet to a point and corner; thence proceed South 35 degrees 58 minutes 40 seconds East a distance of 47.54 feet to a point and corner; thence proceed South 04 degrees 06 minutes 39 seconds East a distance of 903.80 feet to a point and corner; thence

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proceed South 04 degrees 06 minutes 39 seconds East a distance of 203.94 feet to a point and corner, being the point of beginning of the property herein described; from the point of beginning thus established, thence proceed South 04 degrees 06 minutes 39 seconds East a distance of 610.50 feet to a point and corner; thence proceed South 80 degrees 57 minutes 37 seconds West a distance of 1280.33 feet to a point and corner; thence proceed North 09 degrees 00 minutes 00 seconds West a distance of 608.52 feet to a point and corner; thence proceed North 80 degrees 58 minutes 20 seconds East a distance of 1332.36 feet to the point of beginning of the property herein described.

Tract 4 being a portion of the property acquired by England Economic & Industrial Development District from Claude Rodney Williams, et ux, pursuant to *Transfer Pursuant to Exchange of Property With Payment of Boot* recorded August 2, 2011, in Conveyance Book 1894, Page 162, Entry No. 1455818, records of Rapides Parish, Louisiana. (See Exhibit #4 attached).

**Tract #5.1-5.5:**

**Tract #5.1 DESCRIPTION OF A 17.6± ACRE TRACT LOCATED IN SECTIONS 73 & 74, TOWNSHIP 4 NORTH, RANGE 2 WEST, SOUTH WESTERN DISTRICT, RAPIDES PARISH, LOUISIANA**

A certain piece, parcel or lot of ground, together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being lying and situated in Sections 73 & 74, Township 4 North, Range 2 West, South Western District, Rapides Parish, Louisiana, being more particularly described as follows, to wit:

Commencing at the intersection of the eastern right-of-way line of La. Highway 1202 with the boundary line common to the England Economic & Industrial Development District and a 153.72± acre tract formerly owned by Annie L. Edwards (now owned by the England Economic & Industrial Development District), said point being marked with an axle (found); thence proceed North 09 degrees 00 minutes 00 seconds West, along said common boundary line, a distance of 2,371.47 feet to a 5/8" diameter iron rod (set), said point being the **POINT OF BEGINNING** of the tract to be described

thence continue North 09 degrees 00 minutes 00 seconds West, grid bearing, a distance of 954.28 feet to a 5/8" diameter iron rod (set), said point also located on the common boundary line between the State of Louisiana and the Waverly E. Taylor Estate tract;

thence turn right and proceed South 89 degrees 36 minutes 39 seconds East, along said common boundary line, a distance of 704.36 feet to 5/8" diameter iron rod (set);

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thence turn right and proceed South 03 degrees 51 minutes 39 seconds East, along said common boundary line, a distance of 551.00 feet to a calculated corner which falls in a 10" diameter Elm tree;

thence turn left and proceed North 88 degrees 01 minutes 21 seconds East, along said common boundary line, a distance of 709.50 feet to a 5/8" diameter iron rod (set);

thence turn right and proceed South 04 degrees 06 minutes 39 seconds East, a distance of 203.94 feet to a 5/8" diameter iron rod (set) said point being located on the boundary line common to the State of Louisiana and the Waverly E. Taylor Estate tract;

thence turn right and proceed South 80 degrees 58 minutes 20 seconds West, along the said common boundary line, a distance of 1,332.36 feet to the **POINT OF BEGINNING**.

The above-described tract contains 17.6 acres, more or less, and is more particularly indicated on Pan American Engineers – Alexandria, Inc., Drawing No. 9822-B, dated July 15, 2003.

**Tract #5.2 DESCRIPTION OF A 51.6± ACRE TRACT LOCATED IN SECTIONS 39 & 74, TOWNSHIP 4 NORTH, RANGE 2 WEST, SOUTH WESTERN DISTRICT, RAPIDES PARISH, LOUISIANA**

A certain piece, parcel or lot of ground, together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being lying and situated in Sections 39 & 74, Township 4 North, Range 2 West, South Western District, Rapides Parish, Louisiana, being more particularly described as follows, to wit:

Commencing at the intersection of the eastern right-of-way line of La. Highway 1202 with the boundary line common to the England Economic & Industrial Development District and a 153.72± acre tract formerly owned by Annie L. Edwards (now owned by the England Economic & Industrial Development District), said point being marked with an axle (found); thence proceed North 09 degrees 00 minutes 00 seconds West, along said common boundary line, a distance of 2,371.47 feet to a 5/8" diameter iron rod (set); thence turn right and proceed North 80 degrees 58 minutes 20 seconds East, a distance of 1,332.36 feet to a 5/8" diameter iron rod (set) being the point of **POINT OF BEGINNING** of the tract to be described;

thence turn left and proceed North 04 degrees 06 minutes 39 seconds West, grid bearing, a distance of 1,107.74 feet to a 1/2" diameter iron rod (found);

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thence turn right and proceed South 35 degrees 58 minutes 40 seconds East, a distance of 1,775.22 feet to 5/8" diameter iron rod (found);

thence turn right and proceed South 09 degrees 02 minutes 19 seconds West, a distance of 3,202.86 feet to a 1/2" diameter iron rod (found);

thence turn right and proceed North 09 degrees 12 minutes 41 seconds West, a distance of 2,346.30 feet to a 5/8" diameter iron rod (set);

thence turn right and proceed North 04 degrees 06 minutes 39 seconds West, a distance of 1,181.78 feet to the **POINT OF BEGINNING**.

The above-described tract contains 51.6 acres, more or less, and is more particularly indicated on Pan American Engineers – Alexandria, Inc., Drawing No. 9822-B, dated July 15, 2003.

**Tract #5.3 DESCRIPTION OF A 12.8± ACRE TRACT LOCATED IN SECTION 38, TOWNSHIP 4 NORTH, RANGE 2 WEST, SOUTH WESTERN DISTRICT, RAPIDES PARISH, LOUISIANA**

A certain piece, parcel or lot of ground, together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being lying and situated in Section 38, Township 4 North, Range 2 West, South Western District, Rapides Parish, Louisiana, being more particularly described as follows, to wit:

Beginning at a point marking the northeast corner of Lot 1 of the Andrews Plantation Partition as recorded in Plat Book 2, Page 54, Records of the Rapides Parish Clerk of Court, said point being marked by a 5/8" diameter iron rod (set) and also being the **POINT OF BEGINNING** of the tract to be described;

thence proceed North 08 degrees 18 minutes 00 seconds East, grid bearing, a distance of 221.10 feet to a 5/8" diameter iron rod (found);

thence turn right and proceed South 81 degrees 19 minutes 01 seconds East, a distance of 3.60 feet to 5/8" diameter iron rod (set);

thence turn right and proceed South 81 degrees 02 minutes 00 seconds East, a distance of 415.50 feet to a 1/2" diameter iron rod (found);

thence turn right and proceed South 07 degrees 37 minutes 59 seconds West, a distance of 1,125.52 feet to a point located on the high bank of Bayou Rapides, said point being marked by a 1/2" diameter iron rod (found);

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thence continue South 07 degrees 37 minutes 59 seconds West, departing said high bank, a distance of 51.00 feet to a non monumented point located on the apparent ordinary low water level of Bayou Rapides;

thence turn right and proceed South 63 degrees 41 minutes 35 seconds West, along said apparent ordinary low water level of Bayou Rapides, a distance of 248.12 feet to a non monumented point;

thence turn right and proceed South 76 degrees 01 minutes 42 seconds West, along said apparent ordinary low water level of Bayou Rapides, a distance of 246.97 feet to a non monumented point;

thence turn right and proceed North 08 degrees 18 minutes 00 seconds East, departing said ordinary low water level and along the eastern boundary line of Lot 1 of the Andrews Plantation Partition, a distance of 42.59 feet to a point located on the high bank of Bayou Rapides, said point being marked by a 5/8" diameter iron rod (set);

thence continue North 08 degrees 18 minutes 00 seconds East, departing said high bank and along said eastern boundary line of Lot 1 of the Andrews Plantation Partition, a distance of 1,152.13 feet to the **POINT OF BEGINNING**.

The above-described tract contains 12.8 acres, more or less, and is more particularly indicated on Pan American Engineers – Alexandria, Inc., Drawing No. 9822-C, dated July 15, 2003.

**TRACT #5.4 DESCRIPTION OF A 17.6± ACRE TRACT LOCATED IN SECTIONS 38 & 39, TOWNSHIP 4 NORTH, RANGE 2 WEST, SOUTH WESTERN DISTRICT, RAPIDES PARISH, LOUISIANA**

A certain piece, parcel or lot of ground, together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being lying and situated in Sections 38 & 39, Township 4 North, Range 2 West, South Western District, Rapides Parish, Louisiana, being more particularly described as follows, to wit:

Beginning at a point marking the northeast corner of Lot 1 of the Andrews Plantation Partition as recorded in Plat Book 2, Page 54, Records of the Rapides Parish Clerk of Court, said point being marked by a 5/8" diameter iron rod (set) and also being the **POINT OF BEGINNING** of the tract to be described;

thence proceed South 08 degrees 18 minutes 00 seconds West, grid bearing, along the eastern boundary line of said Lot 1 of the Andrews Plantation Partition, a distance of 1,152.13 feet to a point located on the high bank of Bayou Rapides, said point being marked by a 5/8" diameter iron rod (set);

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thence continue South 08 degrees 18 minutes 00 seconds West, departing said high bank, a distance of 42.59 feet to a non monumented point located on the apparent ordinary low water level of Bayou Rapides;

thence turn right and proceed South 76 degrees 01 minutes 42 seconds West, along said apparent ordinary low water level of Bayou Rapides, a distance of 80.87 feet to a non monumented point;

thence turn right and proceed South 77 degrees 41 minutes 16 seconds West, along said apparent ordinary low water level of Bayou Rapides, a distance of 348.12 feet to a point located on the new eastern right-of-way line of La. Highway 1202, said point being marked by a 5/8" diameter iron rod (set);

thence turn right and proceed North 01 degrees 02 minutes 03 seconds East, departing said ordinary low water level of Bayou Rapides and along said new eastern right-of-way line of La. Highway 1202, a distance of 141.61 feet to 5/8" diameter iron rod (set);

thence turn left and proceed in a northwesterly direction a distance of 222.25 feet, along said new eastern right-of-way line of La. Highway 1202 and along the arc of a curve concave to the west, having a radius of 696.62 feet and a chord that bears North 02 degrees 34 minutes 48 seconds West, a distance of 221.31 feet to a 5/8" diameter iron rod (set);

thence proceed in a northwesterly direction a distance of 81.94 feet, along said new eastern right-of-way line of La. Highway 1202 and along the arc of a curve concave to the southwest, having a radius of 696.62 feet and a chord that bears North 15 degrees 05 minutes 22 seconds West, a distance of 81.89 feet to a 5/8" diameter iron rod (set);

thence proceed in a northwesterly direction a distance of 261.19 feet, along said new eastern right-of-way line of La. Highway 1202 and along the arc of a curve concave to the southwest, having a radius of 696.62 feet and a chord that bears North 29 degrees 12 minutes 00 seconds West, a distance of 259.66 feet to a 5/8" diameter iron rod (set);

thence turn left and proceed North 39 degrees 56 minutes 26 seconds West, departing said curve and along said new eastern right-of-way line La. Highway 1202, a distance of 270.83 feet to a 5/8" diameter iron rod (set);

thence turn right and proceed in a northwesterly direction a distance of 268.81 feet, along said new eastern right-of-way line of La. Highway 1202 and along the arc of a curve concave to the northeast, having a radius of 926.01 feet and a chord that bears North 31 degrees 37 minutes 26 seconds West, a distance of 267.87 feet to a 5/8" diameter iron rod (set);

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thence turn right and proceed North 80 degrees 48 minutes 00 seconds East, exiting said curve and departing said new right-of-way line of La. Highway 1202, a distance of 1,074.61 feet to the **POINT OF BEGINNING**.

The above-described tract contains 17.6 acres, more or less, and is more particularly indicated on Pan American Engineers – Alexandria, Inc., Drawing No. 9822-C, dated July 15, 2003.

**TRACT #5.5 DESCRIPTION OF A 1.2± ACRE TRACT LOCATED IN SECTION 39, TOWNSHIP 4 NORTH, RANGE 2 WEST, SOUTH WESTERN DISTRICT, RAPIDES PARISH, LOUISIANA**

A certain piece, parcel or lot of ground, together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being lying and situated in Section 39, Township 4 North, Range 2 West, South Western District, Rapides Parish, Louisiana, being more particularly described as follows, to wit:

Commencing at a point marking the northeast corner of Lot 1 of the Andrews Plantation Partition as recorded in Plat Book 2, Page 54, Records of the Rapides Parish Clerk of Court, said point being marked by a 5/8" diameter iron rod (set); thence proceed South 08 degrees 18 minutes 00 seconds West, grid bearing, along the eastern boundary line of said Lot 1 of the Andrews Plantation Partition, a distance of 1,152.13 feet to a point located on the high bank of Bayou Rapides, said point being marked by a 5/8" diameter iron rod (set); thence continue South 08 degrees 18 minutes 00 seconds West, departing said high bank, a distance of 42.59 feet to a non monumented point located on the apparent ordinary low water level of Bayou Rapides; thence turn right and proceed South 76 degrees 01 minutes 42 seconds West, along the apparent ordinary low water level of Bayou Rapides, a distance of 80.87 feet to a non monumented point; thence turn right and proceed South 77 degrees 41 minutes 16 seconds West, along said apparent ordinary low water level of Bayou Rapides, a distance of 348.12 feet to a point located on the eastern right-of-way line of La. Highway 1202, said point being marked by a 5/8" diameter iron rod (set); thence turn right and proceed North 72 degrees 15 minutes 54 seconds, departing said eastern right-of-way line of La. Highway 1202 and along said apparent ordinary low water level of Bayou Rapides, a distance of 60.65 feet to a non monumented point located on the former western right-of-way line of La Highway 1202; thence turn right and proceed North 63 degrees 11 minutes 21 seconds West, departing said former western right-of-way line of La. Highway 1202 and along said apparent ordinary low water level of Bayou Rapides, a distance of 36.82 feet to a non monumented point; thence turn right and proceed North 33 degrees 46 minutes 49 seconds West, along said ordinary low water level of Bayou Rapides, a distance of 87.73 feet to a point located on the western right-of-way line of La. Highway 1202, said point being marked by a concrete right-of-way monument (found) and also being the **POINT OF BEGINNING** of the tract to be described;

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thence turn right and proceed North 25 degrees 15 minutes 51 seconds West, departing said western right-of-way line of La. Highway 1202 and along said apparent ordinary low water level of Bayou Rapides, a distance of 917.05 feet to a non monumented point on the western right-of-way line of La. Highway 1202;

thence turn right and proceed North 59 degrees 40 minutes 26 seconds East, departing said apparent ordinary low water level of Bayou Rapides and along said western right-of-way line of La. Highway 1202, a distance of 10.00 feet to a concrete right-of-way monument (found);

thence turn right and proceed in a southeasterly direction a distance of 101.59 feet, along said western right-of-way line of La. Highway 1202 and along the arc of a curve concave to the northeast, having a radius of 1,046.01 feet and a chord that bears South 33 degrees 06 minutes 30 seconds East, a distance of 101.55 feet to a concrete right-of-way monument (found);

thence turn right and proceed South 22 degrees 29 minutes 12 seconds East, departing said curve and along said western right-of-way line of La. Highway 1202, a distance of 80.09 feet to a 5/8" diameter iron rod (set);

thence turn left and proceed in a southeasterly direction a distance of 442.53 feet, along said western right-of-way line of La. Highway 1202 and along the arc of a curve concave to the northeast, having a radius of 746.20 feet and a chord that bears South 39 degrees 28 minutes 35 seconds East, a distance of 436.07 feet to a 5/8" diameter iron rod (set);

thence turn right and proceed in a southeasterly direction a distance of 295.08 feet, departing previous curve, along said western right-of-way line of La. Highway 1202 and along the arc of a curve concave to the west, having a radius of 576.62 feet and a chord that bears South 08 degrees 21 minutes 58 seconds East, a distance of 291.87 feet to a concrete right-of-way monument (found);

thence turn right and proceed North 83 degrees 42 minutes 22 seconds West, departing said curve and along said western right-of-way line of La. Highway 1202, a distance of 15.00 feet to a concrete right-of-way monument (found);

thence turn left and proceed South 08 degrees 57 minutes 36 seconds West, along said western right-of-way line of La. Highway 1202, a distance of 52.24 feet to the **POINT OF BEGINNING**.

The above-described tract contains 1.2 acres, more or less, and is more particularly indicated on Pan American Engineers – Alexandria, Inc., Drawing No. 9822-C, dated July 15, 2003.

Tracts 5.1, 5.2, 5.3, 5.4, and 5.5 being that same property acquired by England Economic and Industrial Development District from The State of Louisiana,



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pursuant to Act of Cash Sale recorded December 23, 2003, in Conveyance Book 1680, Page 945, Entry No. 1235584, records of Rapides Parish, Louisiana. (See Exhibit #5 attached)

**Tract #6: Comprised of a portion of the property acquired pursuant to Quitclaim Deed dated January 15, 1998, recorded April 6, 1998, in Conveyance Book 1527, Page 845; and more particularly shown as Tract Nos. A 105-1 and A105-11,**

**Tract No. A 105-1:**

165.39 Acres

(124.75 Acres)

To find the point of beginning, commence at a 2" iron pipe on the North bank of Bayou Rapides, in Section 38, T4N, R2W, Rapides Parish, Louisiana, said point being the Southeast corner of that certain tract of land conveyed by Union Central Life Insurance Company, to Central Louisiana State Hospital January 20, 1932, recorded in Deed Book 184, Page 93, said point also being S 43 deg. 15' E 598.8 feet from the U.S.G.S.B.M. #1934 (Colony); Thence N 7 deg. 59' E 1120 feet along the common boundary between Central Louisiana State Hospital and City of Alexandria land to the true POINT OF BEGINNING for the herein described parcel: Thence N 81 deg. 02' W 415.5 feet to the East line of Andrews Plantation; thence following said East line of Andrews Plantation N 8 deg. 39' E 523 feet, and N 8 deg. 54' W 2230 feet to a point; thence across land now or formerly owned by Central Louisiana State Hospital the following calls: N 89 deg. 59' E 3597.0 feet; N 58 deg. 44' E 355.6 feet; S 81 deg. 01' E 720.0 feet to the East line of Central Louisiana State Hospital Land; thence S 7 deg. 59' W 6471.5 feet along the common boundary between said State Hospital land and City of Alexandria land to the place of beginning, containing 124.75 acres, more or less, being parts of Sections 38 and 39, T4N, R2W, Rapides Parish, Louisiana.

(22.25 Acres)

To find the point of beginning, commence at a 2' iron pipe on the North bank of Bayou Rapides in Section 38, T4N, R2W, Rapides Parish, Louisiana, said point being the Southeast corner of that certain tract of land conveyed by Union Central Life Insurance Co. to Central Louisiana State Hospital Jan. 20, 1932, recorded in Deed Book 184, Page 93, said point also being S 43 deg. 15' E 598.8 feet from the U.S.G.S. B.M. #1934 (Colony); thence N 7 deg. 59' E 7591.5 feet along the common boundary between Central Louisiana State Hospital and City of Alexandria land to the true POINT OF BEGINNING for herein described parcel: Thence across land now or formerly owned by Central Louisiana State Hospital the following calls: N 81 deg. 01' W 720.0 feet; S 58 deg. 44' W 355.6 feet; S 8 deg. 59' W 275.4 feet; N 34 deg. 05' W 308.7 feet; N 40 deg. 50' W 201.4 feet; N 55 deg. 55' E 1547.13 feet; S 27 deg. 20' E 201.4 feet; S 34 deg. 05' E 141.1 feet

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to the East line of land now or formerly owned by Central Louisiana State Hospital; thence S 7 deg. 59' W 641.5 feet along the common boundary between said State Hospital land and City of Alexandria land to the place of beginning, containing 22.25 acres, more or less, being parts of Sections 23, 38 and 39, T4N, R2W, Rapides Parish, Louisiana.

Being the same property formerly known as Alexandria Air Field, Tract Nos. 5A and 5B, acquired by the United States of America by Judgment, United States District Court, Western District of Louisiana, Docket No. 757, recorded at Conveyance Book 279, page 481, under Entry #280942, records of Rapides Parish, Louisiana.

Being a part of that property conveyed by the United States of America as per deed to the City of Alexandria, recorded at COB 371, Page 237, under Entry #332514, records of Rapides Parish, Louisiana.

Being a part of that property re-acquired by the United States of America by deed recorded at Donation Book 3, Page 253, Entry #377404, records of Rapides Parish, Louisiana.

(9.299 Acres)

A parcel of land situated in Sec. 39, Township North, Range 2 West, Louisiana Meridian, Rapides Parish, Louisiana, more particularly described as follows:

BEGINNING at a point North 9 degrees 30 minutes East 28.7 chains from the U.S.G.S. (Colony) B.M. #9134, thence North 8 degrees 54 minutes West 24.09 chains, thence South 8 degrees 59 minutes West 25.07 chains; thence North 82 degrees 45 minutes East 7.74 chains to the place of beginning, and containing 9.299 acres, more or less; together with all buildings improvements, crops, rights, ways, servitudes, appurtenances and hereditaments thereunto belonging or in any ways appertaining.

Being the same property formerly known as Alexandria Air Field, Tract No. 6, acquired by the United States of America by deed recorded in Conveyance Book 279, Page 334, under Entry #280302, records of Rapides Parish, Louisiana.

Being a portion of that property conveyed by the United States of America as per deed to the City of Alexandria, recorded at COB 371, Page 237, under Entry #332514, records of Rapides Parish, Louisiana.

Being a part of that property re-acquired by the United States of America by deed recorded at Donation Book 3, Page 253, under Entry #377404, records of Rapides Parish, Louisiana.

(9.086 Acres)

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A parcel of land situated in Sections 38 & 39, T4N, R2W, Louisiana Meridian, Rapides Parish, Louisiana, more particularly described as follows:

BEGINNING at a point North 11 deg. 44 min. East 11.57 chains from U.S.G.S. (Colony) B.M. #1934, thence North 80 deg. 01 min. West 1.15 chains; thence North 24 deg. 15 min. West 16.97 chains; thence North 8 deg. 59 min. East .78 chains; thence North 82 deg. 45 min. East 7.74 chains; thence South 8 deg. 54 min. East 9.69 chains; thence South 8 deg. 39 min. West 7.9 chains to place of beginning; containing 9.086 acres, more or less; together with all buildings, improvements, crops, rights, ways, servitude, appurtenances and hereditaments thereunto belonging or in any ways appertaining.

Being the same property formerly known as Alexandria Air Field, Tract No. 7, acquired by the United State of America by deed recorded at Conveyance Book 279, Page 213, under Entry #280141, records of Rapides Parish, Louisiana.

Being a part of that property conveyed by the United States of America as per deed to the City of Alexandria, recorded at COB 371, Page 237, under Entry #332514, records of Rapides Parish, Louisiana.

Being a part of that property re-acquired by the United States of America by deed recorded at Donation Book 3, Page 253, under Entry #377404, records of Rapides Parish, Louisiana.

**Tract No. A-105-11:**

(975.75 Acres)

A tract of land situated in the Parish of Rapides, State of Louisiana, lying in Sections 23, 24, 25, 27, 2, 35, 36, 37 and 38, all in Township 4 North, Range 2 West of the Louisiana Meridian and more particularly described as follows:

From a point marking the corner common to Sections 22, 23, and 39, measure North 65 degrees 30 minutes West, 2.88 chains; thence South 7 degrees 59 minutes West, 36.74 chains to a point, which point is the PLACE OF BEGINNING of the tract hereinafter described. Thence from said place of beginning South 7 degrees 59 minutes West, 125.24 chains to a 2" iron pipe on the north bank of Bayou Rapides; thence downstream along the meanders of said bank in the following 7 courses: North 74 degrees 10 minutes East, 12.27 chains; thence North 71 degrees 25 minutes East, 14.00 chains; thence South 78 degrees 53 minutes East, 11.00 chains; thence South 85 degrees 00 minutes East, 10.73 chains; thence North 85 degrees 15 minutes East, 15.00 chains; thence North 82 degrees 17 minutes East, 15.00 chains; thence North 56 degrees 05 minutes East, 11.00 chains; thence leaving the Bayou North 8 degrees 45 minutes East, 100.83 chains; thence South 53 degrees 59 minutes West, 8.00 chains; thence North 48 degrees 36 minutes West, 23.00 chains; thence North 8 degrees 59

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minute East, 19.00 chains; thence North 15 degrees 44 minutes East, 3.05 chains; thence North 81 degrees 01 minute West, 23.44 chains; thence South 2 degrees 14 minutes West, 3.05 chains; thence South 8 degrees 59 minutes West, 38.64 chains; thence North 81 degrees 01 minute West, 25.85 chains; thence North 36 degrees 01 minute West, 14.09 chains to the point of beginning, containing 975.75 acres, more or less.

(5.51 Acres)

A tract of land situated in the Parish of Rapides, State of Louisiana, being parts of Sections 23, 37 and 38, Township 4 North, Range 2 West of the Louisiana Meridian, more particularly described as follows:

From a point marking the corner common to Sections 22, 23 and 39 in the aforesaid township and range, measure North 65 degrees 30 minutes West, 190.1 feet to a point; thence South 7 degrees 59 minutes West, 2424.8 feet; thence South 36 degrees 01 minute East, 929.9 feet to a point; thence continuing with said northerly line South 81 degrees 01 minute East, 906.1 feet to a point, which point is the PLACE OF BEGINNING of a tract hereinafter described; thence from said place of beginning South 81 degrees 01 minute East, 800.0 feet to a point; thence North 8 degrees 59 minutes East, 300.0 feet to a point; thence North 81 degrees 01 minute West, 800.0 feet to a point; thence South 8 degrees 59 minutes West, 300.0 feet to the place of beginning, containing 5.51 acres, more or less.

The above described 981.26 acres being a portion of the 1,338.13 acres acquired by the City of Alexandria from the Secretary of Agriculture, United States of America, recorded in Conveyance Book 264, Page 574, Entry No. 274361, records of Rapides Parish, Louisiana.

Being that same property acquired by the United States of America from the City of Alexandria by deed recorded in Donation Book 3, page 268, under Entry #377405, records of Rapides Parish, Louisiana.

Said property acquired by the England Economic and Industrial Development District from the United States of America pursuant to Quitclaim Deed recorded April 16, 1998, in Conveyance Book 1527, Page 845, Entry No. 1071736, records of Rapides Parish, Louisiana. (See Exhibit #6 attached).

This is to certify that we have examined the Conveyance and Mortgage Records of the Parish of Rapides, State of Louisiana, regarding the above described property up through and including the by means of the following:

A. Abstracts prepared by Wakefield Abstract & Title Company as follows:

Abstract #1 for Tract #1: 153.72 acres: Beginning January 10, 1946 through December 28, 2012; See Exhibits 1 & 1.1 attached;

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Abstract #2 for Tract #2: Lot 5 of Andrews Partition, Beginning July 10, 1920 through December 28, 2012; See Exhibit 2 & 2.1 attached;

Abstract #3 for Tract #3: 170.42 Acres: Beginning September 11, 1897 through January 2, 2013. See Exhibit 3 & 3.1 attached;

Abstract #4 for Tract #4: 18.25 acres, m/l: Beginning February 13, 1913, through January 5, 2013; See Exhibit 4 & 4.1 attached;

Abstract #5 for Tract #5.1-5.5: 5 tracts being 17.6 ac., m/l, Sections 73 & 74, T4N-R2W; 51.6 ac., m/l, Sections 39 & 74, T4N-R2W; 12.8 ac., m/l, Section 38, T4N-R2W; 17.6 ac., m/l, Sections 38 & 39, T4N, R2W; and 1.2 ac., m/l, in Section 39, T4N-R2W; Rapides Parish, Louisiana. Beginning January 20, 1932 through January 7, 2013; See Exhibit 5 & 5.1 attached;

Abstract #6 for Tract #6: Portions of Sections 37, 38 & 39, T4N-R2W, as shown in Conveyance Book 1527, Page 845 & Conveyance Book 1540, Page 193; Beginning January 17, 1944 through February 14, 2013. See Exhibit 6 & 6.1 attached;

Based upon our examination of the above, it is our opinion that England Economic & Industrial Development District presently has good, valid and merchantable title in and to the hereinabove described property, subject to the following exceptions, requirements, comments and disclaimers:

1. Any lien that might be created by the filing of the tax rolls for the year 2013, which said taxes are not yet due and payable. Taxes for the years 2010, 2011 and 2012 have been duly paid under proper assessment.
2. Exception is taken to all oil, gas and mineral leases and/or mineral reservations of record as our examination of title does not include examination in and to the minerals underlying the property.

**Tract #1:**

- (1) Right-of-Way by Mrs. Annie Laurie Edwards to Rapides Parish Police Jury dated July 1, 1949, filed November 30, 1951, Conveyance Book 423, Page 562, Entry No. 359204.
- (2) Right-of-Way Permit for Electric Distribution Lines, Annie Laurie B. Edwards to Central Louisiana Electric Company, Inc., dated June 24, 1958, filed July 10, 1958, Conveyance Book 536, Page 70, Entry No. 427710.
- (3) Right of Way for Public Highway, Joe D. Brown, et al to State of Louisiana Department of Highways, dated June 16, 1957, recorded in Conveyance Book 542, Page 556, Entry No. 437497.
- (4) Easement Deed, Annie Laurie Brown Edwards dated October 12, 1977, filed October 28, 1977, Conveyance Book 917, Page 605, Entry No. 676889.

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- (5) Reservation of Minerals with waiver of surface use by Annie Laurie Edwards, et al, as per deed recorded at Conveyance Book 1525, Page 571, records of Rapides Parish, Louisiana.
- (6) Farm Lease, Annie L. Edwards to Finkie Farms, recorded December 15, 1986, in Mortgage Book 1077, Page 343; Mortgage Book 1355, Page 145, Entry No. 988447 as amended at Mortgage Book 1492, Page 514, Entry No. 1069309; Mortgage Book 1755, Page 543, Entry No. 1176032; and Mortgage Book 1632, Page 655, Entry No. 1181323.
- (7) Farm Lease and Release Agreement, England Economic and Industrial Development District and Finkie Farms, recorded in Mortgage Book 1982, Page 798, Entry No. 1242172.
- (8) Farm Lease and Release Agreement, England Economic and Industrial Development District and Finkie Farms, Mortgage Book 2644, Page 001, Entry No. 1467715.

**Tract #2:**

- (9) Right of way for pipe line granted by James Andrews, et al to Theodore M. Towl, August 16, 1909, Conveyance Book YY, Page 502; as shown in Deed from Neal Andrews, et al to Thomas B. Andrews, dated December 16, 1938, filed December 17, 1938, in Conveyance Book 229, Page 62, Entry No. 234810.
- (10) Right of way for pipeline granted by T.S. Andrews to Standard Oil Company of Louisiana on October 30, 1942, by act recorded in Conveyance Book 273, Page 163 and as shown in Deed from Jerome A. Dekeyzer, et ux to Jerome J. Dekeyzer, et al, dated June 9, 1966, Conveyance Book 683, Page 912, Entry No 525850.
- (11) Avigation Easement over Lots 2 and 3 granted by T. S. Andrews to the United States of American on January 12, 1944, by act recorded in Conveyance Book 284, Page 450.
- (12) Right of Way for Public Highway, Joe D. Brown, et al to State of Louisiana Department of Highways, dated June 16, 1957, recorded in Conveyance Book 542, Page 556, Entry No. 437497.
- (13) Complaint and Judgment on Taking, Waverly E. Taylor, et al to U.S.A., filed November 18, 1959, Conveyance Book 556, Page 469, Entry No. 444588.
- (14) Stipulation & Judgment, Elizabeth S. Thill from U.S.A., et al, filed July 24, 1962, Conveyance Book 602, Page 151, Entry No. 475157.
- (15) Mineral Reservation as shown in Act of Exchange by and between England Economic and Industrial Development District and Jerome J. DeKeyzer, et ux, recorded March 25, 2002, Conveyance Book 1632, Page 367, Entry No. 1180955.

**Tract #3:**

- (16) Judgment on Declaration of Taking No. 1, T. S. Andrews, et al to United States of America, filed on February 11, 1943, in Conveyance Book 273, Page 597, Entry No. 278383.
- (17) Act of Cash Sale, Elizabeth Taylor, et al to The United States of America, dated July 6, 1943, Conveyance Book 279, Page 334, Entry No. 280302.
- (18) Cash Sale, Thomas S. Andrews, et al to United States, dated June 16, 1943, filed June 19, 1943, Conveyance Book 279, Page 213, Entry No. 280141.
- (19) Judgment on Taking, T. S. Andrews, et al to United States of America, filed September 1, 1943, in Conveyance Book 279, Page 481, Entry No. 280942.

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- (20) Avigation Easement, Thomas s. Andrews, et al to United States of America, filed January 12, 1944, Conveyance Book 284, Page 450, Entry No. 282781.
- (21) Judgment on Declaration of Taking No. 3, Mary Lee Wilson, et al to United States of America, filed January 20, 1944, Conveyance Book 284, Page 508, Entry No. 282875.
- (22) Judgment, Mary Lee Wilson, et al to United States of America, filed June 10, 1944, in Conveyance Book 288, Page 414, Entry No. 284866.
- (23) Judgment, T.S. Andrews, et al to U.S. of America, filed June 10, 1944, Conveyance Book 288, Page 421, Entry No. 284868.
- (24) Right of Way Grant, W. E. Taylor, et al to Parish of Rapides, dated May 24, 1950, filed December 11, 1951, Conveyance Book 423, Page 595, Entry No. 359538.
- (25) Right of Way Grant, Mrs. Malcolm C, Stehr, et al to Parish of Rapides, dated April 24, 1950, filed December 11, 1951, Conveyance Book 423, Page 597, Entry No. 359548.
- (26) Right of Way Grant, Helen Andrews Ducote, et al to Parish of Rapides, filed December 11, 1951, Conveyance Book 428, Page 264, Entry No. 359539.
- (27) Right of Way Grant, Martha Andrews Marler, et al to Parish of Rapides, dated April 24, 1950, filed December 11, 1951, Conveyance Book 428, Page 265, Entry No. 359540.
- (28) Right of Way Permit, Laura A. Simmons to Rapides Parish Police Jury, dated June 1, 1950, filed December 19, 1951, Conveyance Book 428, Page 353, Entry No. 359828.
- (29) Complaint of Judgment on Taking, Heirs of James Andrews, Sr., et al to U.S.A., filed July 16, 1953, in Conveyance Book 452, Page 105, Entry No. 375395.
- (30) Stipulation and Judgment, John W. Hickman, et al to United States of America, filed September 11, 1954, Conveyance Book 469, Page 69, Entry No. 385800.
- (31) Right of Way Grant, Elizabeth Taylor Estate, et al, dated June 24, 1958, filed July 10, 1958, Conveyance Book 536, Page 75, Entry No. 427715.
- (32) Complaint and Judgment on Taking, Waverly E. Taylor, et al to U.S.A., filed November 18, 1959, Conveyance Book 556, Page 469, Entry No. 444588.
- (33) Judgment on Stipulation, Martha A. Marler, et al to U.S.A., et al, filed June 21, 1961, Conveyance Book 578, Page 184, Entry No. 462095.
- (34) Stipulation, Waverly E. Taylor, et al from U.S.A., et al, filed July 24, 1962, Conveyance Book 600, Page 425, Entry No. 475156.
- (35) Stipulation and Judgment, Elizabeth S. Thill, et al from U.S.A., et al filed July 24, 1962, Conveyance Book 602, Page 151, Entry No. 475157.
- (36) Resolution, Rapides Parish Police Jury, filed July 12, 1974, Conveyance Book 839, Page 191, Entry No. 629472.
- (37) Notice of Lis Pendens, United States of America v. Waverly E. Taylor, et al, dated February 13, 1975, filed February 18, 1975, Conveyance Book 849, Page 265, Mortgage Book 747, Page 213, Entry No. 636779.
- (38) Final Judgment, United States of America v. Waverly E. Taylor, et al, filed September 26, 1975, Conveyance Book 862, Page 721, Entry No. 644705.
- (39) Notice of Lis Pendens, United States of America v. Waverly E. Taylor, et al, dated January 10, 1978, filed January 27, 1978, Conveyance Book 923, Page 516, Mortgage Book 815, Page 72, Entry No. 680792.
- (40) Farm Lease, Claude Rodney Williams, Jr., et ux, to Finkie Farms, recorded November 12, 2009, in Mortgage Book 2496, Page 524, Entry No. 1410872.
- (41) Notice of Lien for Fine and/or Restitution, Department of Justice against Claude Williams, dated May 11, 2009, filed May 12, 2009, Mortgage Book 2460, Page 520, Entry No. 1396173.

England Economic and Industrial Development District  
Pan American Engineers – Alexandria, Inc.  
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**Tract #4:**

- (42) Rights of way, easements, servitude and restrictions as shown on plat recorded in Plat Book 2, Page 54.
- (43) Right of Way, Thomas W. Taylor, et al to Standard Oil Co., dated December 23, 1942, filed December 30, 1942, in Conveyance Book 273, Page 356, Entry No. 277767.
- (44) Judgment on Declaration of Taking No. 1, T. S. Andrews, et al to United States of America, filed on February 11, 1943, in Conveyance Book 273, Page 597, Entry No. 278383.
- (45) Judgment on Taking, T. S. Andrews, et al to United States of America, filed September 1, 1943, in Conveyance Book 279, Page 481, Entry No. 280942.
- (46) Avigation Easement, Thomas s. Andrews, et al to United States of America, filed January 12, 1944, Conveyance Book 284, Page 450, Entry No. 282781.
- (47) Judgment on Declaration of Taking No. 3, Mary Lee Wilson, et al to United States of America, filed January 20, 1944, Conveyance Book 284, Page 508, Entry No. 282875.
- (48) Judgment, Mary Lee Wilson, et al to United States of America, filed June 10, 1944, in Conveyance Book 288, Page 414, Entry No. 284866.
- (49) Judgment, T.S. Andrews, et al to U.S. of America, filed June 10, 1944, Conveyance Book 288, Page 421, Entry No. 284868.
- (50) Right of Way Grant, Elizabeth Taylor Estate, et al, dated June 24, 1958, filed July 10, 1958, Conveyance Book 536, Page 75, Entry No. 427715.
- (51) Farm Lease, Claude Rodney Williams, Jr., et ux, to Finkie Farms, recorded November 12, 2009, in Mortgage Book 2496, Page 524, Entry No. 1410872.

**Tract #5.1-5.5:**

- (52) Right of Way, Central Louisiana Hospital, et al to Standard Oil Co. of La, filed December 4, 1942, in Conveyance Book 277, Page 17, Entry No. 277480.
- (53) Judgment, T. S. Andrews, et al to United States of America, filed June 10, 1944, in Conveyance Book 288, Page 421, Entry No. 284868.
- (54) Right of Way Grant, Central La. State Hospital to Parish of Rapides, filed December 11, 1951, at Conveyance Book 423, Page 597, Entry No. 359549.
- (55) Central La Hospital, et al to United States of America, dated August 19, 1953, filed September 15, 1953, in Conveyance Book 452, Page 478, Entry No. 376796.
- (56) Stipulation, Central La State Hospital and United States of America, filed October 14, 1961, Conveyance Book 585, Page 291, Entry No. 466213.
- (57) Easement Deed and Servitude, by State of Louisiana dated June 8, 1978, filed June 30, 1978, in Conveyance Book 937, Page 727, Entry No. 688885.
- (58) Restrictive Servitude (Easement) for Safety Area, dated March 30, 1983, filed April 18, 1983, Conveyance Book 1087, Page 912, Entry No. 765463.
- (59) Lease, State of Louisiana Department of Health and Hospitals to Diocese of Alexandria, recorded December 4, 1974, in Conveyance Book 743, Page 817, Entry No. 634305; as subordinated in Mortgage Book 828 Page 574, Entry No. 688888; as corrected pursuant to Correction Subordination Agreement filed May 1, 1980, Mortgage Book 884, Page 354, Entry No. 719828; Subordination Agreement, filed November 10, 1978, Mortgage



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Pan American Engineers – Alexandria, Inc.  
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- Book 840, Page 405, Entry No. 695289; Subordination Agreement filed January 6, 1983, Mortgage Book 953, Page 186, Entry No. 762075;
- (60) Farm Lease and Release Agreement, England Economic and Industrial Development District to Finkie Farms, filed March 22, 2004, in Mortgage Book 1982, Page 798, Entry No. 1242172.

**Tract #6:**

- (61) Easement and right-of-way, described as the Northeast-Southwest runway of the Alexandria Air Field, as shown as Tract No. E-12 in Act of Cash Sale by Thomas S. Andrews, et al to United States filed June 19, 1942, in Conveyance Book 279, Page 481, Entry No. 280942.
- (62) Perpetual easement, for the construction, operation, maintenance, repair and patrol of a drainage ditch shown as Tract No. E-50, in Act of Cash Sale by Thomas S. Andrews, et al to United States filed June 19, 1942, in Conveyance Book 279, Page 481, Entry No. 280942.
- (63) Easement and right of way, described of the North-west Southeast runway of the Alexandria Airfield, shown as Tract No. E-9 in Act of Cash Sale by Thomas S. Andrews, et al to United States filed June 19, 1942, in Conveyance Book 279, Page 481, Entry No. 280492.
- (64) Reservations of rights to the USA as set forth in the Quitclaim Deed by the United States of America to the England Economic and Industrial Development District dated January 15, 1998, filed April 6, 1998, in Conveyance Book 1527, Page 845.
- (65) Easements and/or other restrictions concerning air navigation affecting the subject property issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended, as set forth in the Quitclaim Deed by the United States of America, Section 6D, to the England Economic and Industrial Development District dated January 15, 1998, filed April 6, 1998, in Conveyance Book 1527, Page 845.
- (66) Judgment on Declaration of Taking, Mary Lee Wilson, et al to United States of America, filed January 20, 1944, in Conveyance Book 284, Page 501, Entry No. 282873, for Easement described as Tract No. E-10, in said Judgment.
- (67) Cash Sale, Standard Oil Co. of La. to United States of America, filed January 14, 1944, in Conveyance Book 284, Page 462, Entry No. 282806.
- (68) Agreement, by and among the United States of America through the Secretary of the Air Force and the England Economic and Industrial Development District, dated September 30, 2011, recorded October 4, 2011, in Mortgage Book 2623, Page 549, Entry No. 1460571.
- (69) Agreement, by and among the United States of America through the Secretary of the Air Force and the England Economic and Industrial Development District, dated September 29, 2011, recorded October 11, 2011, in Mortgage Book 2525, Page 719, Entry No. 1461223.

England Economic and Industrial Development District  
Pan American Engineers – Alexandria, Inc.  
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### COMMENTS AND DISCLAIMERS

We do not assume responsibility for and express no opinion for the following:

(1) Rights or claims of parties in possession, servitudes or claims of servitudes not shown by the public records, boundary line disputes, overlaps, encroachments and any matter not of record, which would be disclosed by any accurate survey and inspection of the premises. Further we do not assume responsibility for the accuracy of any surveys which may have been made of the property or for the area, measurements or boundaries shown thereon.

(2) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation and ownership or reduction in dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

(3) Unrecorded liens or charges affecting the above described property, including but not limited to, those for federal estate tax, paving, sewerage, labor or materials other than those noted herein; however, if there are any such unrecorded liens or charges, we assume no responsibility therefor, our responsibility being limited only to what is disclosed by the abstract and indices examined.

(4) The accuracy of the official indices or the abstract from which this examination has been made.

(5) The rights or titles or roads, ways, streams or easements, if any, not shown by the public records, nor riparian rights nor the title to any filled-in lands. This examination and opinion further does not include an investigation as to any classification under Federal flood insurance regulations.

(6) The rights of illegitimates, the rights of debtors in possession, or the rights of trustees in bankruptcy.

(7) We express no opinion concerning the Federal or State Environmental laws, statutes, rules or regulations.

(8) We express no opinion regarding the applicability of the Endangered Species Act, 16 USC Sec. 1531, et seq. to the subject property.

(9) We express no opinion regarding classification of the examined property as wet lands under Section 404 of the Clean Water Act.

(10) Any claim, which arises out of the transaction creating the interest of the mortgagee, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.

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Pan American Engineers – Alexandria, Inc.  
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Merchantability of title to the subject property is warranted by the undersigned only to the person, partnership, corporation, agency, or institution to whom this opinion is addressed, and this opinion is neither assignable nor heritable.

Sincerely,

PROVOSTY, SADLER, deLAUNAY,  
FIORENZA & SOBEL



RICKY L. SOOTER, SPECIAL COUNSEL

RLS/bsw

STATE OF LOUISIANA  
PARISH OF RAPIDES

**ACT OF CASH SALE**

**BE IT KNOWN**, that on the day and date, at the place, and before the undersigned Notary Public and in the presence of the undersigned witnesses, personally came and appeared:

1525-571  
L. J. ...  
BY CLERK & RECORDER  
RAPIDES PARISH LA  
39 MAR 6 PM 11:00  
FILED  
CARTER

**ANNIE LAURIE EDWARDS**, whose Social Security Number is 434-68-4284, widow of Carl E. Edwards, a resident of Calcasieu Parish, whose present mailing address is 1615 Orchid St., Lake Charles, LA 70601, appearing herein through Thomas Wesley Edwards, her Agent and Attorney-in-Fact, pursuant to Power of Attorney, a certified copy of which is attached hereto and made a part hereof.

**CARL PATRICK EDWARDS**, whose Social Security Number is 434-64-8707, widower of Beverly Joan Murray Edwards, a resident of Calcasieu Parish, whose present mailing address is P. O. Box 12282, Lake Charles, LA 70602, appearing herein through Thomas Wesley Edwards, his Agent and Attorney-in-Fact, pursuant to Power of Attorney, a certified copy of which is attached hereto and made a part hereof;

**ANNIE LAURIE WEHNER**, whose Social Security Number is 438-62-8780, married to and living with Barney S. Wehner, but declaring the property described herein to be her separate and paraphernal property, a resident of Calcasieu Parish, whose present mailing address is P.O. Box 1335, Lake Charles, LA 70602;

**THOMAS WESLEY EDWARDS**, whose Social Security Number is 434-68-8026, married to and living with Kasey S. Edwards, but declaring the property described herein to be his separate and paraphernal property, a resident of Calcasieu Parish, whose present mailing address is 1204 17th St., Lake Charles, LA 70601;

**MARY PAMELA LAUBIERE**, whose Social Security Number is 434-68-8027, married to and living with Larry Laubiere, but declaring the property described herein to be her separate and paraphernal property, a resident of Calcasieu Parish, whose present mailing address is 1615 Orchid St., Lake Charles, LA 70601

hereafter referred to jointly as "SELLER";

who declared that for the price of **THREE HUNDRED SIXTY THOUSAND AND NO/100 (\$360,000.00) DOLLARS** cash, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

**ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT**, whose Tax Identification Number is 72-1197077, a political subdivision of the State of Louisiana, created, operating and existing under and by virtue of the laws of the State of Louisiana (Act 142 of 1991), appearing herein through Jon Grafton, hereafter referred to as "PURCHASER"

the property described on Exhibit "A" attached hereto and made a part hereof, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER acknowledges.

SELLER reserves the oil, gas, sulphur, salt and any other minerals, solid, liquid or gaseous, lying in, under or which may be produced from the above described property, but this mineral servitude does not include the right to use the surface of the subject property for any mineral exploration, development or production. This reservation of minerals is limited to a term of ten (10) years from date hereof.

Taxes for the current year will be Prorated.

Certificate of Mortgage as required by law is waived and dispensed with by the parties hereto, and all taxes due and exigible have been paid.

All parties signing the within 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.

3  
Apparatus recognize that, except to the extent separately certified in writing, no title examination of said property has been performed by any undersigned Notary.

THUS DONE AND PASSED on the 6<sup>th</sup> day of MARCH, 1998, at ALEXANDRIA, Louisiana, in the presence of the undersigned competent witnesses, who sign with appears and me, Notary, after due reading of the whole.

WITNESSES:

[Signature]  
[Signature]

ANNIE LAURIE EDWARDS

BY:

[Signature]  
THOMAS WESLEY EDWARDS

[Signature]  
NOTARY PUBLIC

EXHIBIT  
#1

Plat file Drawer I, Bin I, Page 229

1525-572

SIGNATURE PAGE  
TO

ACT OF CASH SALE

THIS DONE AND PASSED on the 6<sup>th</sup> day of MARCH 1998, at Alexandria, Louisiana, in the presence of the undersigned competent witnesses, who sign with appears and me, Notary, after due reading of the whole.

WITNESSES:

Kansy D. Juley

John D. Harrell

CARL PATRICK EDWARDS

BY:

Thomas Wesley Edwards

THOMAS WESLEY EDWARDS

Ruby L. Ent

NOTARY PUBLIC

1525-573

SIGNATURE PAGE  
TO  
ACT OF CASH SALE

THIS DONE AND PASSED on the 6<sup>th</sup> day of MARCH, 1908, at Alexandria, Louisiana, in the presence of the undersigned competent witnesses, who sign with appears and me, Notary, after due reading of the whole.

WITNESSES:

Fancy M. Jolly  
James D. Harrell

Thomas Wesley Edwards  
THOMAS WESLEY EDWARDS

Richard L. Ent  
NOTARY PUBLIC

1525-574

SIGNATURE PAGE  
TO  
ACT OF CASH SALE

THIS DONE AND PASSED on the 4<sup>th</sup> day of March, 1998, at Lake Charles, Louisiana, in the presence of the undersigned competent witnesses, who sign with appellants and me, Notary, after due reading of the whole.

WITNESSES:

Sherrill W. ...

Annie Laurie Wehner  
ANNIE LAURIE WEHNER

Allen ...

[Signature]  
NOTARY PUBLIC

1525-575

SIGNATURE PAGE  
TO  
ACT OF CASH SALE

THIS DONE AND PASSED on the 4<sup>th</sup> day of March, 1998, at Lake Charles, LA, Louisiana, in the presence of the undersigned competent witnesses, who sign with appears and me, Notary, after due reading of the whole.

WITNESSES:

[Signature]

[Signature]  
MARY PAMELA LAUZIERE

Drew Person

[Signature]  
NOTARY PUBLIC



1525-576

SIGNATURE PAGE  
TO  
ACT OF CASH SALE

THIS DONE AND PASSED on the 6<sup>th</sup> day of MARCH, 1998, at Alexandria, Louisiana, in the presence of the undersigned competent witnesses, who sign with appraisers and me, Notary, after due reading of the whole.

WITNESSES

Pansy M. Jolly  
Theresa Harrell

ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT  
DISTRICT

BY:

JON GRAFTON

R. L. Smt  
NOTARY PUBLIC

1500-577

**DESCRIPTION OF A 153.72± ACRE TRACT  
BEING A PORTION OF LOT 1,  
PARTITION OF THE JAMES C. BROWN ESTATE,  
LOCATED IN SECTIONS 11, 73 AND 74, TOWNSHIP 4 NORTH,  
RANGE 2 WEST OF THE LOUISIANA MERIDIAN,  
RAPIDES PARISH, LOUISIANA**

A certain piece, parcel or lot of ground together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being, lying and situated in Sections 11, 73 and 74, Township 4 North, Range 2 West, Rapides Parish, Louisiana and being more particularly described as follows, to wit:

Commencing at the southeast corner of Section 12, Township 4 North, Range 2 West, said point being marked with an iron bolt; thence proceed South 75 degrees 55 minutes 56 seconds East, grid bearing, along the northern boundary line of Bayou Grosse Park, Extension No. 2, a distance of 345.18 feet to the northwest corner of Lot 1 of the Partition of the James C. Brown Estate; thence turn right and proceed South 13 degrees 30 minutes 30 seconds East, along the boundary line common to Lot 1 and 2 of said Partition of the James C. Brown Estate, a distance of 3,102.05 feet to a nail and shiner set in asphalt and also being the POINT OF BEGINNING of the tract to be described.

thence turn left and proceed North 79 degrees 36 minutes 53 seconds East, along the centerline of Big Bayou, a distance of 25.81 feet to a point;

thence turn left and proceed North 78 degrees 08 minutes 10 seconds East, along said centerline of Big Bayou, a distance of 338.75 feet to a point:

thence turn left and proceed North 49 degrees 24 minutes 27 seconds East, along said centerline of Big Bayou, a distance of 95.46 feet to a point;

thence turn left and proceed North 17 degrees 44 minutes 41 seconds East along said centerline of Big Bayou, a distance of 258.19 feet to a point;

thence turn right and proceed North 47 degrees 16 minutes 30 seconds East, along said centerline of Big Bayou, a distance of 334.03 feet to a point;

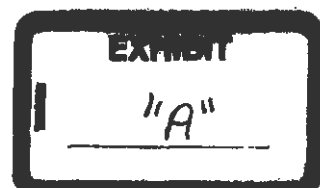
thence turn right and proceed North 65 degrees 51 minutes 54 seconds East, along said centerline of Big Bayou, a distance of 334.29 feet to a point located on the eastern boundary line of Lot 1 of the Partition of the James C. Brown Estate;

thence turn right and proceed South 09 degrees 00 minutes 00 seconds East, along said eastern boundary line of Lot 1 of the Partition of the James C. Brown Estate, a distance of 8,254.55 feet to a 1" diameter iron rod;

thence turn right and proceed North 49 degrees 40 minutes 00 seconds West, along the northern right-of-way line of Louisiana Highway 1202, a distance of 69.49 feet to a 5/8" diameter iron rod;

thence turn right and proceed North 39 degrees 17 minutes 42 seconds West, along said right-of-way line, a distance of 139.24 feet to a 5/8" diameter iron rod;

(Continued)



1525-578

thence turn left and proceed North 46 degrees 33 minutes 39 seconds West, along said right-of-way line, a distance of 110.38 feet to a 5/8" diameter iron rod;

thence turn left and proceed North 54 degrees 49 minutes 52 seconds West, along said right-of-way line, a distance of 109.44 feet to a 5/8" diameter iron rod;

thence turn left and proceed North 66 degrees 28 minutes 07 seconds West, along said right-of-way line, a distance of 129.95 feet to a 3/4" diameter iron pipe;

thence turn right and proceed North 12 degrees 24 minutes 07 seconds West, along the boundary line common to the Allie Brewer Parcel, a distance of 209.82 feet to a 1/2" diameter iron rod;

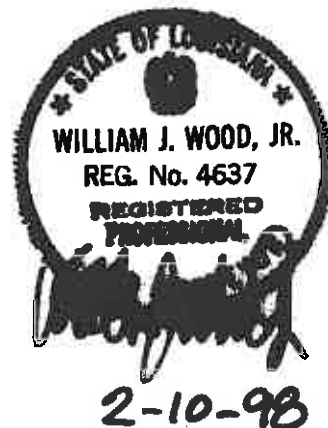
thence turn left and proceed South 80 degrees 02 minutes 26 seconds West, along said common boundary line, a distance of 198.64 feet to a 1/2" diameter iron rod;

thence turn left and proceed South 13 degrees 29 minutes 03 seconds East, along the apparent eastern right-of-way line of Jimmy Brown Road, a distance of 135.60 feet to a 3/4" diameter iron pipe;

thence turn right and proceed South 76 degrees 30 minutes 57 seconds West, a distance of 22.53 feet to a nail and shiner set in asphalt;

thence turn right and proceed North 13 degrees 30 minutes 30 seconds West, along the boundary line common to Lot 1 and Lot 2, Partition of the James C. Brown Estate, a distance of 7,230.31 feet to the POINT OF BEGINNING.

The above described tract contains 153.72 acres, more or less, and is more particularly indicated of Pan American Engineers - Alexandria, Inc. Drawing No. 9018, dated February 2, 1998.



CONVEYANCE

1525-579

160-2025 PL

GENERAL AND SPECIAL DURABLE POWER OF ATTORNEY

STATE OF LOUISIANA

PARISH OF RAPIDES/ CALCASIEU

BE IT KNOWN AND REMEMBERED that on the day and date hereinafter written, before me, the undersigned Notary Public, duly commissioned and qualified in and for the above state and parish, and in the presence of the undersigned competent witnesses, personally came and appeared:

ANNIE LAURIE BROWN EDWARDS, s/s # 434-68-5294, wife of CARL ESTHER EDWARDS, nee Brown, a resident of and domiciled in Calcasieu Parish, Louisiana

hereinafter sometimes referred to as "Principal", who declared unto me, Notary, in the presence of the undersigned competent witnesses, that Principal has made and appointed, and does hereby name, constitute and appoint:

THOMAS WESLEY EDWARDS, s/s # 434-68-6022, my son, a resident of and domiciled in Calcasieu Parish, Louisiana.

hereinafter sometimes referred to as "Agent", to be Principal's true and lawful agent and attorney-in-fact, general and special, hereby giving, granting and delegating unto said Agent full power and authority to act for Principal and in Principal's name and behalf, and in Principal's stead, hereby giving, granting and delegating unto Agent the following powers, authority and rights:

1. This Power of Attorney shall be governed by the laws of the State of Louisiana, and, in particular, Article 3027 of the Louisiana Civil Code. This Power of Attorney is a durable Power of Attorney, and shall survive despite my incapacity or incompetency.
2. Likewise, this Power of Attorney shall survive my incapacity or incompetency or disability, and shall be a Durable Power of At-

2341326

97 APR 22 AM 9:04

CALCASIEU PARISH, LA

28

1025-580

torney in all States and foreign countries, where allowed by law.

3. To conduct, manage and transact all of Principal's affairs, business, concerns and matters of whatever nature or kind.
4. To withdraw money, funds and/or securities of any kind out of any bank, mutual fund, brokerage firm or any financial institution of any kind, by check or otherwise, standing or deposited in my name either individually or jointly with anyone else, and to receive the proceeds thereof, all without limitation.
5. To endorse any checks, drafts, or other instruments made payable to Principal, present same for payment, and to receive the proceeds thereof.
6. To deposit drafts, checks, notes, bonds, debentures, coupons or other obligations for collection in any bank or financial institution, endorse the same as necessary, and to receive the proceeds thereof.
7. To sell, assign, transfer, convey and deliver any and all bonds, promissory notes, certificates of deposit, or other securities or financial instruments or evidences of indebtedness, with full authority to sign any and all required documents, endorsements, or stock or bond Powers of Attorney, and to receive the proceeds of same.
8. To sell, assign, transfer, convey and deliver any shares of stock of any corporation, partnership units or interests, trust interests or units and any other evidence of financial interest in any firm, corporation or partnership or trust, and to execute any and all endorsements, bond or stock Powers of Attorney, and any other documents whatsoever necessary or desirable to make such sale and transfer, and to receive the proceeds thereof.
9. To receive and receipt for any dividends, interest payments, distributions or payments whatsoever due from or to become due from any of the items mentioned hereinabove
10. To prepare, cause to be prepared, and sign all bonds, returns, or petitions, extension requests, waivers or other documents incidental to or required by Internal Revenue Service, Department of Revenue & Taxation of the State of Louisiana, or any other taxing authority, and to file same with such taxing authorities.
11. To represent Principal judicially or otherwise, whether as heir, legatee, creditor, executor, administrator or otherwise, in all successions or estates in which Principal is interested or may become interested, including specifically, the right to accept or renounce any succession or estate in whole or in part.
12. To apply for the administration of any succession or estate and demand, obtain and execute all orders and decrees as Agent deems proper in connection with any succession or estate; and to settle or compromise and liquidate Principal's interest in any estate or

1725-581

succession, and to receive and receipt for all property to which Principal may be entitled in respect to all estates and successions.

13. To ask, demand, take, sue for, and by all lawful means to recover and receive of and from every person, firm or corporation all sums of money, debts, property and effects whatsoever which is or may be due, owing to or belonging to Principal from any source or for any reason whatsoever, without limitation.
14. To adjust and settle or compromise all accounts and matters, and to give valid and sufficient discharges and acquittances; and to appear before all courts of law, there to do, prosecute and defend as occasion shall require, or to compromise and agree by arbitration or otherwise, as said Agent may deem proper; also to apply for and obtain attachments, sequestrations, injunctions and appeals, and to give any requisite security and sign any bonds.
15. To vote, either in person or by proxy, any stock or securities owned by the Principal, without limitation, including voting on liquidation of a corporation; to execute all Internal Revenue or other tax forms in connection with the liquidation of a corporation, and generally to do any and all things in dealing with any corporate stock or securities owned by Principal, to the same extent Principal himself could do.
16. To execute all documents in connection with IRA accounts and retirement accounts or plans, including the right to name beneficiaries and to change beneficiaries, and the right to roll-over said accounts, create and establish new accounts, to shift said accounts from one financial institution or fund to another, and to withdraw and receive the proceeds of said accounts in whole or in part or in minimum mandatory withdrawals or otherwise, and generally to do any and all things regarding said accounts that Principal could do himself.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

The following pages of this Power of Attorney  
grant unto the Agent certain express  
and special grants of authority.

1325-582

In addition to the foregoing general grants of authority by Principal unto Agent, the Principal does hereby give, grant and delegate unto the said Agent the express and special authority to do the following:

1. To sell, transfer, convey and deliver all or any part of any immovable property owned by Principal, including Principal's home or residence, whether such property is located in Rapides Parish or any other Parish in the State of Louisiana, or located out of the State of Louisiana, for cash or on credit, on such terms and conditions as Agent may deem proper.
2. To lease all or any part of Principal's immovable property, situated in the State of Louisiana or elsewhere, on such terms and conditions as Agent may deem proper.
3. To mortgage or borrow money on Principal's said immovable property, wherever situated, on such terms and conditions as Agent may deem proper; Agent being given authority to confess judgment, to waive appraisalment, to waive homestead exemption, and to agree to any clauses in said mortgages and notes as Agent may deem proper.
4. And to so sell, lease or mortgage all or any part of Principal's personal property, on such terms and conditions as Agent may deem proper.
5. And, for the proper execution of the aforesaid purposes, to make sign and execute for and in the name of Principal all acts of sale, lease, mortgage, contract, assignment, compromise, release or otherwise that shall or may be necessary or desirable, containing such terms and conditions and provisions as Agent may deem proper, and to bind Principal thereby as firmly as if same were or had been Principal's own act and deed.
6. To give Powers of Attorney, general and special, with or without power of substitution, in connection with the exercise of any general or special or express powers granted by this Act of General and Special Power of Attorney.
7. To make gifts or gratuitous transfers either outright or in the form of a Trust to any person or organization, including payment of a charitable pledge and forgiveness of debt. Provided, however, that the Agent may not make gifts or transfers to himself unless Agent is a descendant or spouse of Principal.
8. Agent shall, if at all possible, continue any program of gift-giving which Principal has followed, even if such gift-giving is not on a specific regular schedule. In connection with continuing a program of gift-giving, Agent may make gifts to himself if he has been previously included in such program. Continuation of such a gift-giving program is of prime importance to Principal. Agent need not be a descendant or spouse of Principal to make such continuation gifts to himself.

9. The general power to deal with my immovable and my personal property as hereinabove specified, and the special and express power to deal with said property as set forth in the preceding page of this Power of Attorney, includes the right to so deal with that immovable property listed in Footnote 1 to this page.
10. To buy, sell, trade, or in any wise deal with my stocks, bonds mutual funds, and all securities held in any of my brokerage and managed investment accounts, including specifically the right to sell, and partially or completely liquidate any or all of those such accounts and securities, and to withdraw and receive and receipt for the funds derived therefrom, all without any limitation whatsoever, This power includes the right to so deal with those accounts listed in Footnote 2 to this page.

Footnote # 1:

- a) All of my immovable property (and any personal property thereon) situated in Rapides Parish, Louisiana, and being that land owned by me in Ward 8, consisting of a tract of 155 acres, a tract of 28.70 acrds, and a tract of 28.70 acres, being that land assessed to me by the Assessor of Rapides Parish, Louisiana, under 1994 assessment # 0065600.
- b) Any other land or property that I may own in Rapides Parish, Louisiana.
- c) My home on Orchid Street in Lake Charles, Louisiana.
- d) Any other property that I may own in the State of Louisiana or elsewhere.

Footnote # 2:

- a) Generally, all such assets that I may own, wherever situated.



1925-584

AND, NOW, FINALLY, the following definitions and provisions shall apply to this entire General and Special Power of Attorney:

The general and/or special powers granted by this General and Special Power of Attorney shall extend to and include my "Property", which is hereby defined as:

"Property" means all of my interests in property whether movable, immovable, real, personal, corporeal or incorporeal, tangible, intangible, and mixed, wherever sited located or situated, however acquired, whether owned by me, Principal, in my own name or in and by right of usufruct, or jointly with others, or held by others for me, and whether owned by me now or hereafter acquired by me in any capacity, or on my behalf by my Agent or by any other persons.

And generally to do and perform all and every other act, matter and thing whatsoever, as shall or may be requisite or necessary or desirable, touching or concerning the affairs, business, assets or health or personal care of the undersigned Principal as fully, completely and effectually, and to all intents and purposes and with the same validity as if all and every such act, matter or thing, were or had been particularly stated, expressed and especially provided for, or as Principal could or might do if personally present. Undersigned Principal hereby agrees to ratify and confirm all and whatsoever said undersigned Agent shall lawfully do or cause to be done under and by virtue of this General and Special Power of Attorney.

The Agent herein appointed does undertake by virtue of this appointment to advise of the interdiction or death of undersigned Principal.

THUS DONE AND SIGNED in multiple originals by the said Annie Laurie Brown

Edwards on this 18th day of JULY, 1925, in

\_\_\_\_\_ before me, Notary, in the presence of the undersigned competent witnesses.

Witnesses:

M. Paige Ball Annie Laurie Brown Edwards

M. Pamela Bonvillian

Ulysses Joseph East  
Notary Public

1525-586

STATE OF LOUISIANA FIFTEENTH JUDICIAL DISTRICT  
PARISH OF CALIBISH OFFICE OF THE CLERK OF COURT  
I HEREBY CERTIFY that the foregoing is a true and  
correct copy of the original.

Prudence A. Adams  
filed for record in this office April 22 1997  
bearing file No. 2341326 and duly  
recorded on April 23 1997  
in Book 2597 of Conveyances on page 166C

et seq.

IN TESTIMONY WHEREOF, witness my official signa-  
ture and seal of office at Lake Charles, Louisiana  
on this the 23rd day of Apr.  
A.D. 1997.

JAMES D. ANDREWS, CLERK OF COURT  
By Prudence A. Adams  
DEPUTY CLERK OF COURT

CONVEYANCE  
1905-587

21  
3/1/98  
(1)

STATE OF LOUISIANA :  
PARISH OF CALCASIEU :

SPECIAL POWER OF ATTORNEY

2377293

BE IT KNOWN, that on this 6th day of January, 1998, before me, the undersigned notary public, duly authorized and qualified in and for the jurisdiction above stated, and in the presence of the undersigned witnesses, personally came and appeared:

**CARL PATRICK EDWARDS** (Social Security N° 434-54-9797), a person of the legal age of majority and resident of Calcasieu Parish, Louisiana, whose mailing address is P.O. Box 12252, hereinafter referred to as *Principal*,

who, upon being duly sworn, declared that he does by these presents name, constitute and appoint:

**THOMAS WESLEY EDWARDS** (Social Security No. 434-68-6028), a person of the full age of majority and resident of Calcasieu Parish, Louisiana, whose mailing address is 1204 17th Street, Lake Charles, Louisiana 70601, hereinafter referred to as *Agent*,

98 JAN - 6 PM 2:41  
OFFICE OF CLERK OF COURT  
CALCASIEU PARISH, LA

to be his true and lawful agent and attorney in fact to act for Principal and in his name, place and stead to perform any and all acts and duties relating to the Succession of Carl E. Edwards, including but not limited to, signing any and all documents in connection with the succession; and Principal further names, constitutes and appoints Agent to be his true and lawful agent and attorney in fact to act for Principal and in his name, place and stead to sell the hereinafter described property, and to appear before a notary and execute an act of sale, transferring and conveying with full warranty the following described property:

Lot Eighteen (18) and the East Half (E½) of Lot Seventeen (17) of Block Forty-three (43) of Oak Park Addition No. 5, to the City of Lake Charles, Louisiana, per plat recorded in Plat Book 6, page 88, Records of Calcasieu Parish, Louisiana, together with all improvements situated thereon .

155 acres being all of Lot 1, Partition of James C. Brown Estate South of Big Bayou in Sections 11, 12, 13, 17, 71, 72, and 73, Township 4 North, Range 2 West, Rapides Parish, Louisiana (Parcel I.D. #29-73-72035-2)

Lot "D" of Partition of Lot 3 of James C. Brown Estate Partition in Sections 11, 12, 13, 17, 71, 72, and 73, Township 4 North, Range 2 West containing 28.70 acres (Parcel I.D. #29-72-72035-22).

Lot "A" of a partition of Lot 3, James C. Brown Partition in Sections 11, 12, 13, 17, 71, 72, and 73, Township 4 North, Range 2 West, Rapides Parish, Louisiana, containing 28.70 acres (Parcel I.D. #29-72-72035-21)

1984 Ford LTD Crown Victoria, VIN 2FABP43F0EX113456.

Principal further declared that he does hereby authorize Agent to incorporate in the act of sale such terms, conditions and agreements as the Agent shall deem proper in his own sole discretion, to sign all papers, documents and acts necessary to transfer and convey the hereinabove described property, to receive and receipt for the proceeds thereof and to do any and all things Agent, in his sole discretion, deems necessary and proper in connection therewith.

Principal further declared that he does hereby give and grant unto Agent full and complete power to perform any and all acts necessary and proper on the premises as fully as Principal could

# 94 14 2 20

1525-554

STATE OF LOUISIANA    FOURTH JUDICIAL DISTRICT  
PARISH OF CALCAHOU    OFFICE OF THE CLERK OF COURT  
I HEREBY CERTIFY that the foregoing is a true and  
correct copy of the original  
Power of Attorney  
filed for record in this office on 5-6 1998  
hearing File No. 237653 and duly  
recorded on 7-14 1998  
in Book 2647 of Commencement on page 653

of seq.  
IN TESTIMONY WHEREOF, witness my official signa-  
ture and seal of office at Lake Charles, Louisiana  
on this the 4 day of March.  
A.D. 1998.

JAMES R. ANDRUS, CLERK OF COURT  
By Lauretta Holm  
DEPUTY CLERK OF COURT

**CERTIFICATE OF TITLE TO THE FOLLOWING DESCRIBED REAL ESTATE  
SITUATED IN THE PARISH OF RAPIDES STATE OF LOUISIANA, TO WIT:**

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways and privileges thereto appertaining, being, lying and situated in Rapides Parish, Louisiana and being more fully described as follows

**153.72 acres more or less being a portion of Lot (1) of the Partition of the James C. Brown Estate located in Sections 11, 73 & 74 and being more fully described as per COB 1525 page 571 records of the Rapides Parish Clerk of Courts office**

WE HEREBY CERTIFY that we have examined the Conveyance Indices in the Office of the Clerk and Recorder in and for **Rapides Parish, La.**, since **January 10, 1946** and that there have been recorded the following instruments through which the above described property was conveyed to: **ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT, TIN**

- 1) **PARTITION: Between Annie Laurie Edwards (Carl), James C. Brown Jr. (Hazel), Catherine B. Ball (widow), Joe D. Brown (Ruth) and Ida May Brown (single), dated January 10, 1946 COB 304 pae 370**
- 2) **JUDGMENT OF POSSESSION: Succession of Carl E. Edwards, places Annie Laurie Edwards as surviving spouse and further places Carl Patrick Edwards, Annie Laurie Wehner, Thomas Wesley Edwards and Mary Pamela Lauziere as sole heirs, dated December 10, 1997 COB 1519 page 893**
- 3) **CASH SALE: Annie Laurie Edwards (widow), Carl Patrick Edwards (widower), Annie Laurie Wehner Barney) , Thomas Wesley Edwards (k. S.) and Mary Pamela Lauziere (Larry) to England Economic and Industrial Development District, dated March 6, 1998 COB 1525 page 571**



WE FURTHER CERTIFY that we find no adverse alienations of the above described property in any of the above names (excluding Oil Leases and Timber Sales which have expired by their own recited terms, or which have been specifically released of record, or transfers of mineral and royalty interest by parties other than the fee title owners.) except as follows:

- 1) **RIGHT OF WAY: Mrs. Annie Laurie Edwards to Rapides Parish Police Jury, dated July 1, 1949 COB 423 page 562**
- 2) **RIGHT OF WAY: Annie Laurie Edwards to CLECO, dated June 14, 1958 COB 536 page 70**
- 3) **RIGHT OF WAY: Joe D. Brown et al to State of Louisiana Department of Highways, dated June 16, 1957, COB 542 page 556**
- 4) **NOTE: See Sell off COB 547 Page 621**
- 5) **NOTE: See Easement Deed COB 917 page 605**
- 6) **NOTE: See Farm Lease MOB 1077 page 343**  
**NOTE: See Amendments MOB 1492 page 514, MOB 1355 page 145, MOB1755 PAGE 543, MOB 1632 page 655**
- 7) **NOTE: See Resolutions of England Economic and Industrial Development District, COB 1737 page 780 and COB 1822 page 918**

WE FURTHER CERTIFY that a search of the Mortgage records in any of the above names, specifically as they appear in the certificate, reveals no uncanceled encumbrances affecting the above described property (excluding encumbrances more than 20 years old) except as follows:

- 1) **NOTE: As a precaution see MOB 1609 page 158 and MOB 2025 page 794**
- 2) **NOTE: See Farm Lease and Release Agreement MOB 1982 page 798 and MOB 2644 page 1**
- 3) **NOTE: See Notice of Lis Pendens, MOB 2084 page 947**
- 4) **NOTE: As a precaution see MOB 2623 page 549 and MOB 2625 page 719**

**Assessed to: ENGLAND ECONOMIC AND INDUSTRIAL  
DEVELOPMENT DISTRICT**

**Assessment Number:**

**TAXES: FOR 2012 TAXES**

**THIS CERTIFICATE is made upon the mutual understanding that the maker hereof has not examined all instruments and proceedings in the chain of title of the above described real estate; that the same is not intended to cover the legality or the sufficiency of any of the instruments or proceedings in the chain of title.**

**THIS CERTIFICATE is prepared for the use and benefit of RICKY SOOTER and no liability to any other party is assumed hereunder.**

**IN TESTIMONY WHEREOF, witness our signature of Alexandria, Louisiana, on the   28   of    DECEMBER    A.D., 2012**

**WAKEFIELD  
ABSTRACT & TITLE CO.**



1632-367

1180955

NOTARY PUBLIC AND  
COMMISSIONED  
STATE OF LOUISIANA

02 MAR 25 PM 3 20

BY *Provosty*  
NOTARY PUBLIC  
RAPIDES PARISH, LA.

STATE OF LOUISIANA

PARISH OF RAPIDES

**ACT OF EXCHANGE**

BE IT KNOWN, that on the days and dates hereinafter expressed, and before the various undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

**ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT, TIN: 72-1197077**, a political subdivision of the State of Louisiana, created, operating and existing under and by virtue of the laws of the State of Louisiana, appearing herein through Jon Grafton, its duly authorized agent, pursuant to authority attached hereto; hereinafter referred to as "EEIDD"; and,

**JEROME J. DeKEYZER**, whose Tax Identification Number is 433-58-3740. and **CAROLYN TINGLE DeKEYZER**, whose Tax Identification Number is 435-60-7150, husband and wife domiciled in Rapides Parish, whose present mailing address is 189 Schoolhouse Road, Alexandria, LA 71303, hereafter referred to jointly as "DEKEYZER";

who declared that they make an exchange of property as provided herein:

In consideration of the agreements made herein the said DEKEYZER does transfer, set over and deliver with all legal warranties, and with full guarantee against all mortgages, claims, alienations or encumbrances whatsoever unto the said EEIDD the following described property:

A certain piece, parcel or lot of ground, together with all improvements thereon, situated in Sections 39 and 74, Township 4 North, Range 2 West, Rapides Parish, Louisiana, and being Lot No. 5 of the Andrews Partition as per plat of said Partition and of said lot prepared by J. H. Daigre, C.E., January 6, 1913, and recorded at Plat Book 2, page 54, of the records of Rapides Parish, Louisiana, said Lot 5 being more particularly described as follows:

Begin at the point on the left descending bank of Bayou Rapides where the line between Lots 4 and 5 of said Andrews Partition, as shown by the above mentioned plat, intersects the same; thence run North 81 degrees East 19.07 chains; thence run North 81 degrees East 19.07 chains; thence run North 9 degrees 10 minutes West 23.01 chains; thence run North 4 degrees West 8.41 chains; thence run South 89 degrees West 19.42 chains to the centerline of a lane dividing Andrews land from the land of Brown; thence run South 9 degrees East along the center of said lane 22.42 chains; thence run South 6 degrees 30 minutes East along the center of said lane 8.36 chains back to the point of beginning, containing 56.015 acres of land in Sections 39 and 74, Township 4 North Range 2 West.

**LESS AND EXCEPT** that certain piece, parcel or lot of ground, being part of Lot 5 of the Andrews Partition lying between the left descending bank of Bayou Rapides and Bayou Rapides Road, containing one and one-half (1½) acres more or less.

**DEKEYZER** reserves the oil, gas, sulphur, salt and any other minerals, solid, liquid or gaseous, lying in, under or which may be produced from the above described property, but this mineral servitude does not include the right to use the surface of the subject property for any mineral exploration, development or production.

**EXHIBIT**  
#2



1632-368

In consideration of the agreements made herein the said EEIDD does transfer, set over and deliver with all legal warranties, and with full guarantee against all mortgages, claims, alienations or encumbrances whatsoever unto the said DEKEYZER, the following described property:

A certain piece, parcel or lot of ground together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being, lying and situated in Lots "A" and "D" of a Partition of a Portion of Lot 3, James C. Brown Partition, located in Section 72, Township 4 North, Range 2 West, Rapides Parish, Louisiana; being more particularly described as follows, to-wit:

Commencing at the point of intersection of the boundary line common to Lots 3 and 4, James C. Brown Partition with the northern right-of-way line of Louisiana Highway 1202; said point being marked with an iron rod and also being the POINT OF BEGINNING of the tract to be described;

thence proceed North 19 degrees 48 minutes 18 seconds West, bearing assumed, along the boundary line common to Lots 3 and 4, James C. Brown Partition, a distance of 1,963.21 feet to a ½" diameter iron rod at the northwest corner of Lot "A", partition of a portion of Lot 3, James C. Brown Partition;

thence turn right and proceed north 75 degrees 25 minutes 00 seconds East, along a line common to Lots "A", "B", "C" and "D", partition of a portion of Lot 3, James C. Brown Partition, a distance of 325.46 feet to a ⅝" diameter iron rod;

thence turn right and proceed South 16 degrees 27 minutes 33 seconds East, along the boundary line common to Lots 2 and 3, James C. Brown Partition, a distance of 1,949.29 feet to a ½" diameter iron rod located on the northern right-of-way line of Louisiana Highway 1202;

thence turn right and proceed South 72 degrees 59 minutes 48 seconds West, along said right-of-way line, a distance of 186.25 feet to a ⅝" iron rod;

thence turn right and proceed North 16 degrees 24 minutes 08 seconds West, a distance of 285.27 feet to a ½" diameter iron pipe;

thence turn left and proceed South 71 degrees 18 minutes 01 seconds West, a distance of 119.54 feet to a ½" diameter iron pipe;

thence turn left and proceed South 16 degrees 17 minutes 34 seconds East, a distance of 286.88 feet to a ⅝" diameter iron rod located on the northern right-of-way line of Louisiana Highway 1202;

thence turn right and proceed South 71 degrees 16 minutes 39 seconds West, along said right-of-way line, a distance of 393.92 feet to a ⅝" diameter iron rod;

thence turn right and proceed South 77 degrees 14 minutes 04 seconds West, along said right-of-way line, a distance of 121.67 feet to a ⅝" diameter iron rod;

thence turn right and proceed South 79 degrees 10 minutes 42 seconds West along said right-of-way line, a distance of 118.81 feet to a ⅝" diameter iron rod;

thence turn right and proceed South 81 degrees 18 minutes 24 seconds West, along said right-of-way line, a distance of 273.18 feet to the POINT OF BEGINNING.

The above described tract contains 56.64 acres, more or less, and is more particularly indicated on Pan American Engineers-Alexandria, Inc., Drawing No. 9130 dated October 29, 1998.

1632-369

EEIDD reserves the oil, gas, sulphur, salt and any other minerals, solid, liquid or gaseous, lying in, under or which may be produced from the above described property, but this mineral servitude does not include the right to use the surface of the subject property for any mineral exploration, development or production.

This exchange is made and mutually accepted by the parties hereto, it being agreed and understood that EEIDD and DEKEYZER each receive properties valued at \$169,920.00.00, no additional consideration being due to either party. The transfers made herein are made free from any liens, mortgages or encumbrances whatsoever, with full and general warranty of title, and with full subrogation to all of the rights of warranty, and all other rights as held by the respective parties. As to the properties received by each party, that party assumes ad valorem tax liabilities for the current year.

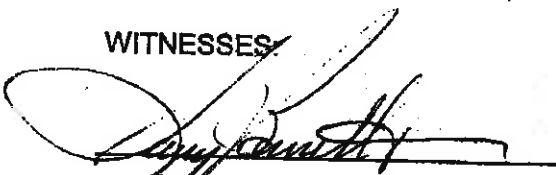
EEIDD and DEKEYZER acknowledge that both tracts of land described in this exchange are being farmed by DEKEYZER and that the property transferred to EEIDD in this exchange will continue to be farmed by DEKEYZER pursuant to the Amendment to Farm Lease and Release Agreement entered into between EEIDD and DEKEYZER and filed and recorded with the Rapides Parish Clerk of Court. EEIDD and DEKEYZER further acknowledge and agree that DEKEYZER shall retain the contract acreage assessed on the property transferred to EEIDD pursuant to this exchange and EEIDD does transfer, convey and deliver to DEKEYZER the contract acreage assessed on the property transferred to DEKEYZER pursuant to this exchange.

Appearers recognize that, except to the extent separately certified in writing, no title examination of said property has been performed by any undersigned Notary.

Certificate of Mortgages as required by law is hereby waived, and all taxes due and exigible have been paid.

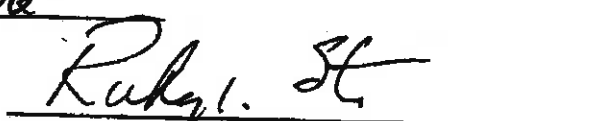
THUS DONE AND PASSED on the 1 Day of March, 2002, at Alexandria, Rapides Parish, Louisiana, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

  
Janet Resine

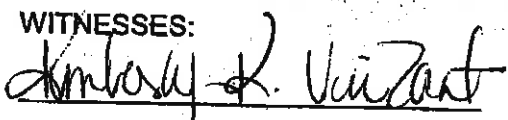
England Economic and Industrial Development District

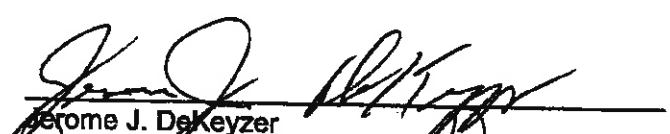
By:   
Jon Grafton, Executive Director

  
Notary Public

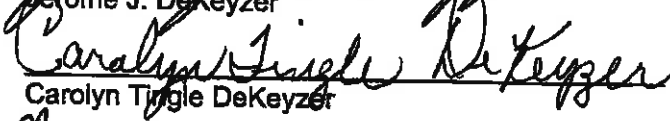
THUS DONE AND PASSED on the 4th day of March, 2002, at Alexandria, Rapides Parish, Louisiana, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

  
Kimberly K. Vincent

  
Jerome J. DeKeyzer

  
Anwarissa Fontenot

  
Carolyn Trigg DeKeyzer

  
NOTARY PUBLIC

1632-370

NO. 032-2002

**STATE OF LOUISIANA  
PARISH OF RAPIDES**

In the Name and by the Authority of  
The England Economic & Industrial Development District

**RESOLUTION**

**BE IT RESOLVED, THAT THE ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT DBA ENGIAND AUTHORITY HEREBY AUTHORIZES EXECUTIVE DIRECTOR TO TRANSFER APPROXIMATELY 56.64 ACRES TO JEROME J. AND CAROLYN TINGLE DEKEYZER IN EXCHANGE FOR APPROXIMATELY 58.2 ACRES OWNED BY JEROME AND CAROLYN T. DEKEYZER; AUTHORIZING EEIDD COUNSEL AND EXECUTIVE DIRECTOR TO DEVELOP AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO ACCOMPLISH SAID TRANSFER.**

**STATE OF LOUISIANA**


**PARISH OF RAPIDES**

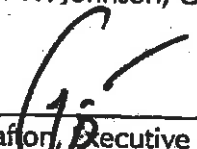
I, C. E. Provine, do hereby certify that I am the duly qualified and acting Secretary of the England Economic and Industrial Development District of the Parish of Rapides, Louisiana governing body of the England Economic and Industrial Development District.

I further certify that the above and foregoing constitutes a true and correct copy of a resolution for the minutes of a regular meeting of the England Economic and Industrial Development District held on **February 28, 2002** as said minutes and resolution are officially of record in my possession.

**IN WITNESS WHEREOF, I have hereunto subscribed my official signature.**

  
C. E. Provine, Secretary

  
Martin W. Johnson, Chairman

  
Jon Grafon, Executive Director

**CERTIFICATE OF TITLE TO THE FOLLOWING DESCRIBED REAL ESTATE  
SITUATED IN THE PARISH OF RAPIDES STATE OF LOUISIANA, TO WIT:**

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways and privileges thereto appertaining, being, lying and situated in Rapides Parish, Louisiana and being more fully described as follows

**Lot (5) of the Andrews Partition as per plat book 2 page 54 records of the Rapides Parish Clerk of Courts office, as described as per COB 1632 page 367 records of the Rapides Parish Clerk of Courts office**

**Less and Except that portion of Lot (5) lying between the left descending bnk of Bayou Rapides and Bayou Rapides Road**

WE HEREBY CERTIFY that we have examined the Conveyance Indices in the Office of the Clerk and Recorder in and for **Rapides Parish, La.**, since **July 10, 1920** and that there have been recorded the following instruments through which the above described property was conveyed to: **ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT, TIN**

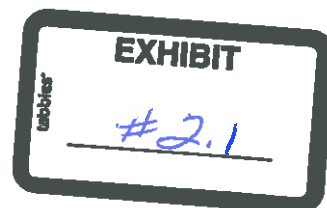
- 1) **JUDGMENT: Heirs of John Andrews, places Thomas S. Andrews, Neal Andrews and Mrs. Martha J. Hunter (with of Firth) dated July 10, 1920 COB 104 page 537**

**NOTE: See Transfer & Donation entry # 68160**

- 2) **CASH SALE: Neal Andrews (Bonnie) and appearing as Natural Tutor of his daughter Ann Andrews, Judgment attached to Thomas S. Andrews (Elizabeth) dated December 16, 1938 COB 229 page 62**
- 3) **JUDGMENT: Succession of Martha Andrews Hunter, places Helen Hunter as sole heir, dated November 2, 1938 COB 226 page 597**

**NOTE: See Judgment COB 230 page 59**

- 4) **CASH SALE: Helen Hunter (single) to Thomas S. Andrews (Elizabeth) dated December 16, 1938 COB 229 page 63**
- 5) **JUDGMENT: Succession of Thomas S. Andrews, places Elizabeth T. Andrews, Aimee Andrews Bartel, Martha Andrews Marler, Loulie Andrews Marler, Margaret Robert, Elizabeth Andrews Hunter, Johnnie Andrews Cudd and Helen Andrews Ducote as sole and only heirs, dated March 25, 1947, COB 336 page 479**



- 6) **CASH SALE: Elizabeth T. Andrews (widow), Martha Marler (Oscar), Loulie Marler (E. C.), Margaret Robert (J. H.), Elizabeth Hunter (Albert), Johnnie Cudd (J. C.), Helen Ducote (Irby) and Aimee Andrews Bartel (W. J.) represented by Elizabeth Andrews Hunter to Jerome A. Dekeyzer (Josephine) dated February 24, 1960 cob 562 PAGE 29**
- 7) **CASH SALE: Jerome A. Dekeyzer (Josephine) to Jerome J. Dekeyzer (Caroline) and James L. Dekeyzer (single) dated June 9, 1966 COB 683 page 912**
- 8) **ACT OF EXCHANGE: Between James Louis Dekeyzer (single) and Jerome J. Dekeyzer (Carolyn) dated August 14, 1981 COB 1041 page 158**

**NOTE: Jerome Dekeyzer receives captioned tract**

- 9) **ACT OF EXCHANGE: Jerome J. Dekeyzer (Carolyn) to England Economic and Industrial Development District, TIN, dated March 1, 2002, COB 1632 page 367**

WE FURTHER CERTIFY that we find no adverse alienations of the above described property in any of the above names (excluding Oil Leases and Timber Sales which have expired by their own recited terms, or which have been specifically released of record, or transfers of mineral and royalty interest by parties other than the fee title owners.) except as follows:

- 1) RIGHT OF WAY: Thomas S. Andrews to Standard Oil Co. of La., dated November 4, 1942 COB 273 page 163
- 2) Note: For reference see sale to United States, COB 279 page 213
- 3) Note: For reference see sale to United States, COB 469 page 69
- 4) RIGHT OF WAY: Elizabeth Andrews et al to State of La. Department of Highways, dated June 16, 1957 COB 542 page 556
- 5) Note: For reference see COB 556 page 469
- 6) Note: For reference see COB 602 page 151

WE FURTHER CERTIFY that a search of the Mortgage records in any of the above names, specifically as they appear in the certificate, reveals no uncanceled encumbrances affecting the above described property (excluding encumbrances more than 20 years old) except as follows:

**NONE DURING THE PERIOD COVERED HEREBY**

**Assessed to: ENGLAND ECONOMIC AND INDUSTRIAL  
DEVELOPMENT DISTRICT**

**Assessment Number:**

**TAXES: FOR 2012 TAXES**

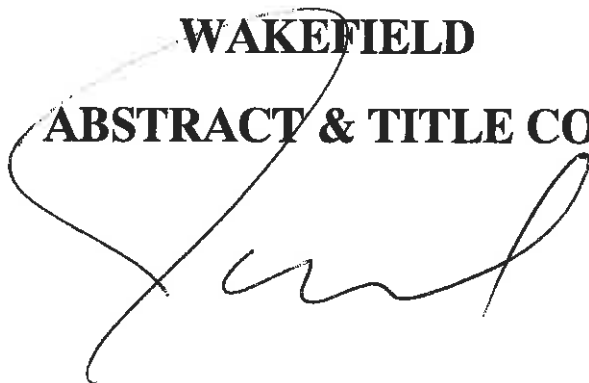
**THIS CERTIFICATE is made upon the mutual understanding that the maker hereof has not examined all instruments and proceedings in the chain of title of the above described real estate; that the same is not intended to cover the legality or the sufficiency of any of the instruments or proceedings in the chain of title.**

**THIS CERTIFICATE is prepared for the use and benefit of RICKY SOOTER and no liability to any other party is assumed hereunder.**

**IN TESTIMONY WHEREOF, witness our signature of Alexandria, Louisiana, on the   28   of    DECEMBER    A.D., 2012**

**WAKEFIELD**

**ABSTRACT & TITLE CO.**



CONVEYANCE  
BOOK PAGE  
1894 162

TRANSFER PURSUANT TO EXCHANGE OF  
PROPERTY WITH PAYMENT OF BOOT

STATE OF LOUISIANA  
PARISH OF RAPIDES

FILED & RECORDED  
RAPIDES PARISH LA  
2011 AUG -2 AM 9: 54  
1455818

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Louisiana and in the presence of the undersigned competent witnesses, personally came and appeared:

CLAUDE RODNEY WILLIAMS, whose Social Security Number is [REDACTED], married to Pamela Matthews Williams, born Matthews, but dealing with his separate property acquired by inheritance from Miriam Haworth Taylor, whose mailing address for the purpose of this agreement, is declared to be 196 North Bayou Rapides Road, Alexandria, Louisiana 71303, referred to as "Williams"

AND

ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT, a political subdivision of the State of Louisiana, created, operating and existing under and by virtue of the laws of the State of Louisiana, domiciled in the Parish of Rapides, represented herein by its Executive Director, Jon W. Grafton, pursuant to a Resolution of Board of Commissioners of England Economic & Industrial Development District, a certified copy of which is attached to and made a part hereof as though copied at length herein, whose address for the purpose of this agreement is 1611 Arnold Drive, Alexandria, Louisiana 71303, referred to as "the England Authority"

who declared:

Rapides Parish Clerk of Court

I.

1.01 For and in consideration of the transfer of the property set forth in Paragraph 2.01 below, Williams does transfer, assign, deliver and convey unto the England Authority, the possession and delivery of which is acknowledged, the property described as follows:

TRACT 1

A certain piece, parcel or tract of land, together with all buildings and improvements located thereon and all rights, privileges, servitudes, prescriptions and possessions thereto appertaining, containing 170.42 acres, more or less, being, lying and situated in Sections 11, 73 and 74, T4N, R2W, Rapides Parish, Louisiana, and being shown as Tract 1 on a Boundary Survey prepared by Pan-American Engineers - Alexandria, Inc. entitled "Boundary Survey To Indicate a 170.42 +/- Acre Tract And A 18.25 +/- Acre Tract Located In Sections 11, 73 and 74, T4N, R2W, Southwest District, Rapides Parish, Louisiana" and being more particularly described as follows:

Commence at a 2" iron pipe being identified as the Northeast corner of Section 74 and per the survey by Louise J. Daigre dated June 6, 1969, a copy of which is filed and recorded in Conveyance Book 738 at Page 715 of the Rapides Parish records and thence proceed North 75 degrees 07 minutes 18 seconds West a distance of 2547.23 feet to a point and corner being the point of beginning of the property herein described; from the point of beginning thus established, proceed South 03 degrees 47 minutes 23 seconds East a distance of 2332.48 feet to a point and corner; thence proceed South 54 degrees 01 minute 28 seconds West a distance of 993.05 feet to a point and corner; thence proceed South 35 degrees 58 minutes 40 seconds East a distance of 1639.47 feet to a point and corner; thence proceed South 52 degrees 20 minutes 06 seconds

Plat Cabinet / page 722 Steve 528

EXHIBIT #3



West a distance of 49.29 feet to a point and corner; thence proceed South 35 degrees 58 minutes 40 seconds East a distance of 47.54 feet to a point and corner; thence proceed South 04 degrees 06 minutes 39 seconds East a distance of 903.80 feet to a point and corner; thence proceed South 88 degrees 01 minute 21 seconds West a distance of 709.50 feet to a point and corner; thence proceed North 03 degrees 51 minutes 39 seconds West a distance of 551.00 feet; thence proceed North 89 degrees 36 minutes 39 seconds West a distance of 704.36 feet to a point and corner; thence proceed North 09 degrees 00 minutes 00 seconds West a distance of 4883.22 feet to a point and corner on the southerly high bank of Big Bayou; thence continue North 09 degrees 00 minutes 00 seconds West a distance of 34 feet to a point in the center of Big Bayou; thence following the centerline of Big Bayou proceed North 83 degrees 03 minutes 13 seconds East a distance of 181.51 feet to a point and corner; thence proceed North 73 degrees 19 minutes 50 seconds East a distance of 299.02 feet to a point and corner; thence proceed North 60 degrees 42 minutes 42 seconds East a distance of 190.03 feet to a point and corner; thence proceed North 70 degrees 51 minutes 18 seconds East a distance of 65.11 feet to a point and corner; thence proceed South 57 degrees 02 minutes 11 seconds East a distance of 30.36 feet to a point on the southerly high bank of Big Bayou; thence proceed South 57 degrees 02 minutes 11 seconds East a distance of 592.69 feet to a point and corner; thence proceed North 75 degrees 01 minute 14 seconds East a distance of 207.07 feet to a point and corner; thence proceed South 75 degrees 07 minutes 18 seconds East a distance of 450.84 feet to the point of beginning of the property herein described.

#### TRACT 2

A certain piece, parcel or tract of land, together with all buildings and improvements located thereon and all rights, privileges, servitudes, prescriptions and possessions thereto appertaining, containing 18.25 acres, more or less, being, lying and situated in Sections 11, 73 and 74, T4N, R2W, Rapides Parish, Louisiana, and being shown as Tract 2 on a Boundary Survey prepared by Pan-American Engineers - Alexandria, Inc. entitled "Boundary Survey To Indicate a 170.42 +/- Acre Tract And A 18.25 +/- Acre Tract Located In Sections 11, 73 and 74, T4N,R2W, Southwest District, Rapides Parish, Louisiana" and being more particularly described as follows:

Commence at a 2" iron pipe being identified as the Northeast corner of Section 74 and per the survey by Louise J. Daigre dated June 6, 1969, a copy of which is filed and recorded in Conveyance Book 738 at Page 715 of the Rapides Parish records and thence proceed North 75 degrees 07 minutes 18 seconds West a distance of 2547.23 feet to a point and corner; thence proceed South 03 degrees 47 minutes 23 seconds East a distance of 2332.48 feet to a point and corner; thence proceed South 54 degrees 01 minute 28 seconds West a distance of 993.05 feet to a point and corner; thence proceed South 35 degrees 58 minutes 40 seconds East a distance of 1639.47 feet to a point and corner; thence proceed South 52 degrees 20 minutes 06 seconds West a distance of 49.29 feet to a point and corner; thence proceed South 35 degrees 58 minutes 40 seconds East a distance of 47.54 feet to a point and corner; thence proceed South 04 degrees 06 minutes 39 seconds East a distance of 903.80 feet to a point and corner; thence proceed South 04 degrees 06 minutes 39 seconds East a distance of 203.94 feet to a point and corner, being the point of beginning of the property herein described; from the point of beginning thus established, thence proceed South 04 degrees 06 minutes 39 seconds East a distance of 610.50 feet to a point and corner; thence proceed South 80 degrees 57 minutes 37 seconds West a distance of 1280.33 feet to a point and corner; thence proceed North 09 degrees 00 minutes 00 seconds West a distance of 608.52 feet to a point and corner; thence proceed North 80 degrees 58 minutes 20 seconds East a distance of 1332.36 feet back to the point of beginning of the property herein described.

Tract 1 and Tract 2 are referred to collectively as "the Williams Property."

II.

2.01 For and in consideration of the transfer set forth in Paragraph 1.01 above, the England Authority does transfer, assign, deliver and convey unto Williams, the possession and delivery of which is acknowledged, the property being described as follows:

A certain piece, parcel or lot of ground, together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being, lying and situated in the Sections 39 and 74, Township 4 North, Range 2 West, Rapides Parish, Louisiana, containing 9.34 acres, more or less, and being shown on a plat entitled "Boundary Survey To Indicate A 9.34± Acre Tract Located In Sections 39 And 74, township 4 North, Range 2 West Of The Louisiana Meridian, South Western District, Rapides Parish, Louisiana" prepared by Pan American Engineers - Alexandria, Inc., Drawing No. 11867, dated July 27, 2011 and being more particularly described as follows, to wit:

Commence at an axle (found) marking the intersection of the western line of Lot 5 of the Andrews Partition with the eastern apparent right-of-way line of Louisiana Highway 1202; thence proceed South 13 degrees 27 minutes 47 seconds East along the eastern apparent right-of-way line of Louisiana Highway 1202 a distance of 61.23 feet to a 5/8" diameter iron rod (set), which point is the point of beginning of the tract be described; thence turn left and proceed North 80 degrees 30 minutes 15 seconds East, departing the eastern apparent right-of-way line of Louisiana Highway 1202, a distance of 1,595.26 feet to a 5/8" diameter iron rod (set); thence turn right and proceed South 09 degrees 02 minutes 19 seconds West, a distance of 1,161.50 feet to the boundary line common to England Economic and Industrial Development District and Claude R. Williams, which point is marked by a 1/2" diameter iron rod (found); thence turn right and proceed North 09 degrees 12 minutes 41 seconds West, along the boundary line common to England Economic and Industrial Development District and Claude R. Williams, a distance of 932.67 feet to a 5/8" diameter iron rod (set); thence turn left and proceed South 80 degrees 30 minutes 15 seconds West, along the boundary line common to England Economic and Industrial Development District and Claude R. Williams, a distance of 1,218.99 feet to the eastern apparent right-of-way line of Louisiana Highway 1202, which point is marked by a 5/8" diameter iron rod (set); thence turn right and proceed North 13 degrees 27 minutes 47 seconds West, along the eastern apparent right-of-way line of Louisiana Highway 1202, a distance of 169.00 feet back to the point of beginning, referred to as "the England Authority Property."

III.

3.01 Williams and the England Authority agree that the properties exchanged are unequal in value and that in order to equalize the exchange, the England Authority has paid to Williams the cash sum of \$1,875,400.00 as boot, Williams acknowledging the adequacy and delivery of such additional consideration.

IV.

4.01 Williams declares and the England Authority acknowledges that the Williams Property is subject to a Farm Lease ("the Williams Farm Lease") in favor of Finkie Farms which is filed and recorded in Mortgage Book 2496 at Page 524 of the Rapides Parish records at an annual farm rent of \$20,000.00. The England Authority acknowledges that it is acquiring the Williams Property subject to, but is not assuming any of the obligations of Williams under the Williams Farm Lease. The Williams Farm Lease includes the following tracts which are being acquired by the England Authority

1. FSA Farm No. 2402
  - a. Tract # 6536
    - i. Field No. 1 containing 27.34 acres
    - ii. Field No. 2 containing 33.74 acres
    - iii. Field No. 3 containing 11.73 acres
2. FSA Farm No. 2938
  - a. Tract # 811
    - i. Field No. 1 containing 18.11 acres

which totals 90.92 acres and the following tracts which are not being acquired by the England Authority

3. FSA Farm No. 2938
  - a. Tract # 838
    - i. Field No. 1, containing 18.92 acres
    - ii. Field Nos. 2a & 2b containing 40.51 acres

which totals 59.43 acres. The annual rent due by Finkie Farms under the Williams Farm Lease is \$133,0229 per acre. Williams and the England Authority agree that Finkie Farms shall pay (a) \$12,094.14 to the England Authority in each remaining lease year of the Williams Farm Lease as rent due on the Williams Property and (b) \$7,905.56 to Williams in each of the remaining lease years of the Williams Farm Lease as rent due for the property leased but not sold to the England Authority. Williams and the England Authority do authorize, direct and instruct the attorney for the England Authority to notify Finkie Farms of the allocation of the \$20,000.00 rental payment to be paid to the England Authority and to Williams under the Williams Farm Lease beginning in the year 2012.

4.02 The England Authority Property is subject to 2 Farm Leases.

- (A) The portion of the England Authority Property which is part of Lot 5 of the Andrews Partition contains 4.74 acres and is subject to a farm lease in favor of Finkie Farms entitled "Amendment to Farm Lease and Release Agreement" which was filed on March 28, 2002 in Mortgage Book 1772 at Page 122 of the Rapides Parish records, referred to as "the 2002 Farm Lease." The 2002 Farm Lease is on a year to year renewal term and extends through December 31, 2011. The rent due by Finkie Farms for the year 2011 under the 2002 Farm Lease shall be paid to the England Authority. Williams does not assume any of the terms, conditions, provisions, stipulations or requirements of the 2002 Farm Lease. However, Williams shall not interfere with, interrupt or prohibit Finkie Farms from exercising its right of peaceable possession of the England Authority Property for the remainder of the year 2011.
- (B) The portion of the England Authority Property which is not part of Lot 5 of the Andrews Partition contains 4.60 acres and is subject to a farm lease in favor of Finkie Farms entitled "Farm Lease and Release Agreement" which was filed and recorded on March 22, 2004 in Mortgage Book 1982 at Page 798 of the Rapides Parish records, referred to as "the 2004 Farm Lease." Finkie Farms has the option to renew the 2004 Farm Lease on all or a portion of the property leased by written notice on or before December 1 of each lease year. The 2004 Farm Lease is subject to certain other terms, conditions, provisions,

stipulations and requirements. The rent due by Finkie Farms for the year 2011 under the 2004 Farm Lease shall be paid to the England Authority. Williams does not assume any of the terms, conditions, provisions, stipulations or requirements of the 2004 Farm Lease. However, Williams shall not interfere with, interrupt or prohibit Finkie Farms from exercising its right of peaceable possession of the England Authority Property leased to Finkie Farms in the 2004 Farm Lease.

V.

5.01 Williams and the England Authority declare, agree and acknowledge that the exchange of the tracts described above is made and accepted in their "as is, where is" condition, with a waiver of redhibition and quanti minoris and subject to all rights of way, restrictions, easements, servitudes, leases, covenants, agreements, access rights and other rights in third parties of record, environmental protection laws, taxes not yet due and owing, prior recorded mineral reservations, exceptions and conveyances and any other rights and matters that are of public record.

5.02 The transfer of the Williams Property to the England Authority and the transfer of the England Authority Property to Williams is made free and clear of all liens, mortgages and encumbrances, except property taxes for the year 2011, which are prorated as of this date.

5.03 No party has relied upon any representation by any undersigned notary public with respect to the validity or merchantability or the accuracy of the property descriptions of any tract described above, unless such notary public has furnished to such party a separate written title opinion.

5.04 Williams acknowledges and the England Authority represents that the England Authority is authorized by applicable law to file expropriation (eminent domain) actions to acquire the property and Williams is entering into this Transfer Pursuant To Exchange Of Property With Payment Of Boot to avoid the filing of such an action by the England Authority. The England Authority declares that it is unaware and has no knowledge, at this time, of any public need or necessity for the England Authority to institute or file an expropriation proceeding against any other property of Williams.

THUS DONE AND SIGNED by Williams and the England Authority on this 1<sup>st</sup> day of August 2011 after a due reading of the whole.

WITNESSES:



MORGAN WILLIAMS

(Print Name)




C. MICHAEL BOLLINGER

(Print Name)

  
CLAUDE RODNEY WILLIAMS

ENGLAND ECONOMIC & INDUSTRIAL  
DEVELOPMENT DISTRICT

BY:   
JON W. GRAFTON  
Executive Director

  
JOHN W. MUNSTERMAN (#09832)  
NOTARY PUBLIC

**RESOLUTION**  
**OF**  
**BOARD OF COMMISSIONERS**  
**OF**  
**ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT**

WHEREAS the Board of Commissioners ("the Board") of the England Economic & Industrial Development District ("the England Authority") having previously adopted a resolution authorizing the institution and prosecution of all legal action necessary or required to expropriate from Claude Rodney Williams ("Williams") certain property belonging to Williams located adjacent to the property owned by the England Authority, which property is needed for a public purpose for the future development of the England Airpark, including, but not limited to, the extension of a landing and takeoff runway,

WHEREAS the Board was advised by Jon W. Grafton ("Grafton"), Executive Director of the England Authority, that an agreement has been successfully negotiated by the England Authority, with its counsel, and by Williams, with his counsel, to avoid the filing of an expropriation action to obtain the property needed by the England Authority for a public purpose,

WHEREAS the Board considering the best interest of the England Authority to avoid

- (a) the uncertainty of legal action by expropriation which could result in a determination that the action by the England Authority is not for a public purpose prohibiting the England Authority from obtaining the Williams property,
- (b) the legal cost, including, but not limited to, attorney fees, court costs, expert witness fees, depositions expenses, sheriff's fees and similar costs and expenses involved in litigation,
- (c) the delay involved in and created by the filing of an expropriation proceeding before obtaining an adjudication of the property to the England Authority and
- (d) the title restrictions caused by the provisions in the Louisiana Constitution requiring any property acquired by expropriation offered for sale during a period of 30 years after such expropriation be first offered back to the original owner.

WHEREAS the staff and counsel for the England Authority believing that the avoidance of an expropriation action by the England Authority to acquire the property from Williams is in the best interest of the England Authority,

"BE IT RESOLVED by a majority vote of the total membership of the Board of the England Authority that Grafton is authorized, directed and empowered to acquire from Williams two tracts of land adjoining property owned by the England Authority, one tract containing 170.42 acres, more or less, in T4N, R2W, Rapides Parish, Louisiana and the other being described as Lot 6 of the Andrews Partition, both tracts shown on a Boundary Survey prepared by Pan-American Engineers, Inc. for the consideration of (a) the cash sum of \$1,857,400.00 and (b) the transfer, conveyance and delivery by the England Authority to Williams of a tract containing 9 acres, more or less, located in Lot 5 of the Andrews Partition and shown on a Boundary Survey prepared by Pan-American Engineers, Inc.

"BE IT FURTHER RESOLVED by a majority vote of the total membership of the Board that Grafton is authorized, directed and empowered in the name of the England

Authority to appear before a Notary Public and to execute for and on behalf of the England Authority all instruments of writing to acquire the property referred to above and to transfer and convey the property referred to above and to pay the sales proceeds in accordance with the authorization set forth above.

"BE IT FURTHER RESOLVED by a majority vote of the total membership of the Board that Grafton is authorized, directed and empowered in the name of the England Authority to perform any and all acts, matters or things whatsoever that are required or may be requisite and necessary to the consummation of the acquisition of the property referred to above from Williams and for the transfer of the property by the England Authority to Williams referred to above in the sole unlimited discretion of Grafton.

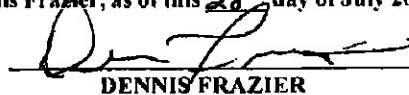
"BE IT FURTHER RESOLVED by a majority vote of the total membership of the Board that Grafton is authorized, empowered and directed, in his sole discretion, to take any action, including, but not limited to, the institution and prosecution of legal proceedings, to release, cancel or clear from the Rapides Parish records matters which, in the sole discretion of Grafton, create or may create a cloud or defect on the title to immovable property now or in the future belonging to and owned by the England Authority."

CERTIFICATE

I, Dennis Frazier, do certify that I am the duly elected, qualified and acting secretary of the England Economic & Industrial Development District.

I further certify that the above and foregoing resolutions are a true and correct copy of the resolutions adopted by a majority vote of the total membership of the Board of Commissioners of the England Economic & Industrial Development District at a regular meeting of the Board of Commissioners of the England Economic & Industrial Development District held on the 28<sup>th</sup> day of July 2011 and the minutes of such meeting and the resolutions referred to above are officially in my possession as secretary of the Board of Commissioners of the England Economic & Industrial Development District.

THUS DONE AND SIGNED by me, Dennis Frazier, as of this 28<sup>th</sup> day of July 2011.



DENNIS FRAZIER  
Secretary

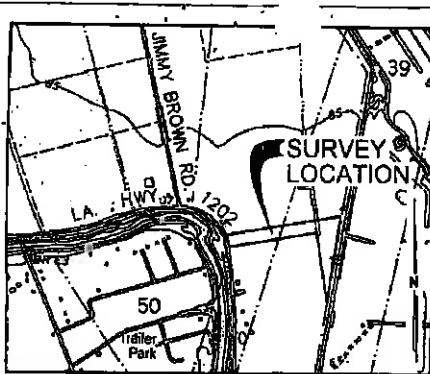
I, J. Lance Harris, do certify that I am the duly elected, qualified and acting chairman of the England Economic & Industrial Development District and that Dennis Frazier is the duly elected, qualified and acting secretary of the Board of Commissioners of the England Economic & Industrial Development District and as secretary is the official custodian of all of the minutes and records of the meetings of the Board of Commissioners of the England Economic & Industrial Development District.



J. LANCE HARRIS  
Chairman



JON W. GRAFTON  
Executive Director



VICINITY MAP  
NOT TO SCALE

**LEGEND**

- R/W = RIGHT OF WAY
- = SECTION LINE (APPROXIMATE)
- P — = PROPERTY LINE
- = SET 5/8" DIAMETER IRON ROD
- = FOUND MONUMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- E.E.I.D.D. = ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT

**SURVEY REFERENCE:** CITY YANCE  
 PLAT OF SURVEY BY H.J. DAIGRE OF THE ANDREWS PARTITION, DATED JANUARY 6, 1913, RECORDED IN BOOK 2, PAGE 16954.  
 PLAT OF SURVEY BY PAN AMERICAN ENGINEERS - ALEXANDRIA, INC., FOR E.E.I.D.D., DRAWING NO. 9018, DATED FEBRUARY 2, 1998.  
 PLAT OF SURVEY BY PAN AMERICAN ENGINEERS - ALEXANDRIA, INC., FOR E.E.I.D.D., DRAWING NO. 9822-B, DATED JULY 15, 2003.

**BASIS OF BEARINGS:**

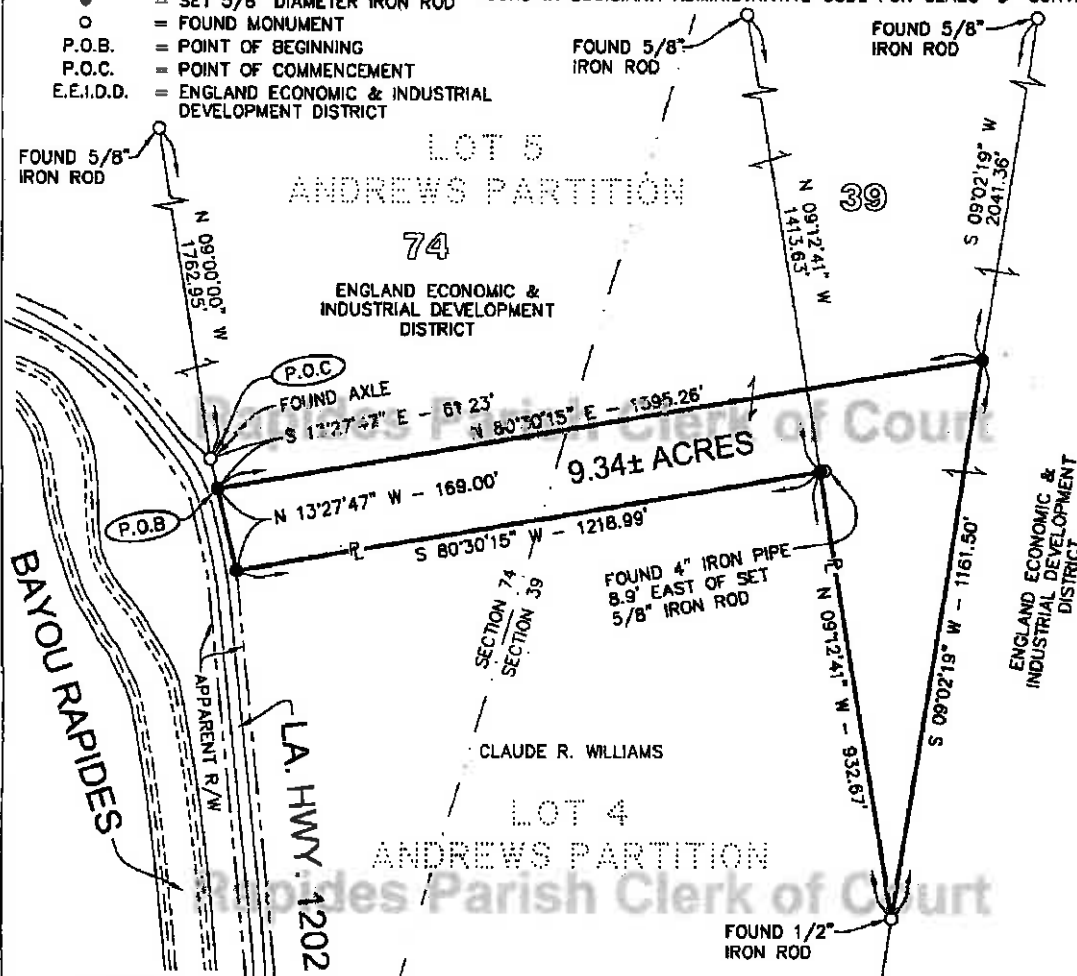
THE BEARINGS INDICATED HEREON ARE STATE PLANE GRID BEARINGS RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83), LOUISIANA NORTH ZONE (1701) AND WERE DERIVED FROM GPS OBSERVATIONS FURNISHED BY A NGS OPUS SOLUTION REPORT UTILIZING BASE STATIONS: LSUA LSU-ALEXANDRIA CORS ARP, OAKH OAKDALE HS CORS ARP AND LESV LEEVILLE CORS ARP.

**FLOOD NOTE:**

THE SURVEYED TRACT IS LOCATED IN ZONE "B" PER THE FEMA FLOOD INSURANCE RATE MAP FOR RAPIDES PARISH, LOUISIANA; COMMUNITY PANEL NO. 220145 0140 D; MAP REVISED SEPTEMBER 3, 1997.

**NOTES:**

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION AND CONFORMS TO THE REQUIREMENTS FOR THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS FOUND IN LOUISIANA ADMINISTRATIVE CODE FOR CLASS "D" SURVEYS.

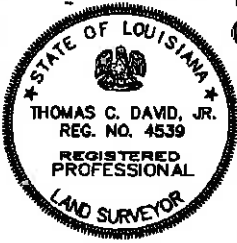


**OWNER: ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT**

BOUNDARY SURVEY TO INDICATE A 9.34± ACRE TRACT LOCATED IN SECTIONS 39 & 74, TOWNSHIP 4 NORTH, RANGE 2 WEST, SOUTH WESTERN DISTRICT, RAPIDES PARISH, LOUISIANA.

PAN AMERICAN ENGINEERS - ALEXANDRIA, INC.

P.O. BOX 89  
 1717 JACKSON STREET  
 ALEXANDRIA, LOUISIANA 71309  
 (318) 473-2100



SCALE: 1"=300'  
 DATE: 7/27/2011

BOOK: N/A  
 FILE NO. 2011-54

APPROVED: *Thomas C. David, Jr.*

JOB NO. 9327  
 DRWG. NO. 11867

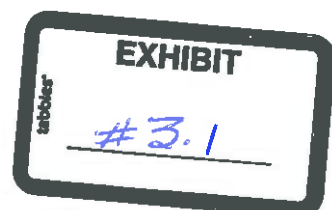
**CERTIFICATE OF TITLE TO THE FOLLOWING DESCRIBED REAL ESTATE  
SITUATED IN THE PARISH OF RAPIDES STATE OF LOUISIANA, TO WIT:**

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways and privileges thereto appertaining, being, lying and situated in Rapides Parish, Louisiana and being more fully described as follows

**170.42 acres more or less being situated in Sections 11, 73 and 74 Township (4)  
North Range (2) West and being more fully described as per COB 1894 page 162  
records of the Rapides Parish Clerk of Courts office**

**WE HEREBY CERTIFY that we have examined the Conveyance Indices in the Office of  
the Clerk and Recorder in and for Rapides Parish, La., since September 11, 1897 and  
that there have been recorded the following instruments through which the above  
described property was conveyed to: ENGLAND ECONOMIC AND INDUSTRIAL  
DEVELOPMENT DISTRICT, TIN**

- 1) CASH SALE: Heirs of Lucretia Davidson to James R. Andrews, Martha Andrews, John Andrews, James Andrews, Elizabeth Andrews and Thomas Andrews, dated August 3, 1897 COB B page 75**
  - 2) CASH SALE: Heirs of Anderson McNutt to John Andrews, dated May 27, 1891 COB O page 476**
  - 3) SALE: James Andrews to John Andrews, dated March 5, 1897 COB PP page 405**
  - 4) JUDGMENT: Heirs of John Andrews, places Thomas S. Andrews, Neal Andrews and Mrs. Martha J. Hunter (with of Firth) dated July 10, 1920 COB 104 page 537**
- NOTE: See Transfer & Donation COB 104 page 580 entry # 68160**
- 5) JUDGMENT: Succession of James and Laura H. Andrews, places Laura A. Simmons, James R. Andrews and Elmore L. Andrews as sole heirs, dated January 5, 1927 COB 145 page 524 (captioned not listed)**
  - 6) CASH SALE: Neal Andres (Bonnie) to Thomas S. Andrew (Elizabeth) and Martha Andrews Hunter (F. F.) dated February 19, 1924 COB 126 page 44**
  - 7) JUDGMENT: Succession of Thomas Andrews and Martha Andrews Manning, places James Andrews, John Andrews, Martha Andrews Manning, Elizabeth Andrews Taylor as sole heirs, dated February 23, 1926 COB 137 page 593 (captioned not listed)**





**8) JUDGMENT: Succession of Martha Andrews Hunter, places Helen Hunter as sole heir, dated November 2, 1938 COB 226 page 597**

**NOTE: Amended in COB 230 page 59**

**9) JUDGMENT: Succession of Elizabeth Taylor, places May Taylor, Elizabeth Taylor and Thomas Waverly Taylor as sole heirs, dated July 3, 1943 COB 279 page 316 (captioned not listed)**

**10) JUDGMENT: Succession of May Taylor, places Elizabeth Taylor and Waverly E. Taylor as heirs and into possession of 15/36 and Rosa Hickman, John W. Hickman and Waverly Emmett Taylor Hickman into possession of 2/36 each, dated August 8, 1953 COB 451 page 374**

**11) JUDGMENT: Succession of Thomas S. Andrews, places Elizabeth Taylor, Aimee Andrews Bartel, Martha Andrews Marler, Loulie Andrews Marler, Margaret Robert, Elizabeth Andrews Hunter, Johnnie Andrews Cudd and Helen Andrews Ducote as sole heirs, dated March 25, 1947 COB 336 page 479**

**12) CASH SALE: Rose Hickman Boyd ( D. W.) to Miss Elizabeth Taylor (single) dated August 8, 1953 COB 451 page 285**

**13) JUDGMENT: Succession of Laura Andrews Simmons, places Catherine Simmons Jeanmard and Elizabeth Simmons Thill as sole heirs, dated January 9, 1959 COB 540 page 593**

**NOTE: See Curatorship of Laura Simmons COB 522 page 395**

**NOTE: See Renunciation COB 542 page 93**

**NOTE: See Will COB 536 page 397**

**14) CASH SALE: John W. Hickman (Marianna) and Waverly Emmett Taylor Hickman (Vivian) to Waverly E. Taylor (Miriam) dated April 24, 1962 COB 597 page 301**

**15) CASH SALE: Miss Elizabeth Taylor (single) to Waverly Emmitt Taylor (same) dated October 20, 1964 COB 649 page 497**

**16) CASH SALE: Martha A. Marler (Oscar) , Loulie Marler (E. C.), Margaret A. Robert (John), Elizabeth A. Hunter (Albert), Johnnie A. Cudd (J.C.)and Helen A. Ducote (Irby) to Waverly E. Taylor (same) dated June 18, 1969 COB 738 page 713**

- 17) CASH SALE: Mr. Aimee Andrews Bartel (W. J.) to Waverly E. Taylor (same) dated June 1969 COB 738 page 718**
- 18) CASH SALE: Elizabeth S. Thill (Leonard) to Waverly E. Taylor (same) dated December 28, 1971 COB 789 page 191**
- 19) CASH SALE: Lionel B. J. Jeanmard (Mary) to Waverly E. Taylor (same) dated December 23, 1971 COB 789 page 193**
- 20) CASH SALE: Ann A. Stehr (Malcolm) to Waverly E. Taylor (same) dated June 15, 1969 COB 738 page 716**
- 21) CASH SALE: Helen H. Leblanc (J. Hall) to Waverly E. Taylor (same) dated June 18, 1969 COB 738 page 720**
- NOTE: Ann is the heir of Martha Hunter (No Succession found)**
- 22) JUDGMENT: Succession of Waverly E. Taylor, places Miriam Haworth Taylor as surviving spouse and into possession of captioned and other property, dated September 14, 1987 COB 1218 page 642**
- NOTE: See Affidavit COB 956 page 210**
- NOTE: See Amended Judgment COB 1518 page 17**
- 23) JUDGMENT OF POSSESSION: Succession of Miriam Haworth Taylor, places Claude Rodney Williams Jr. as sole heir, dated July 17, 2009 COB 1843 page 92**
- NOTE: See Will COB 1782 page 10**
- 24) TRANSFER PERSUENT TO ACT OF EXCHANGE: Claude Rodney Williams (Pamela) to England Economic & Industrial Development District, dated December 28, 2011, COB 1894 page 162**

WE FURTHER CERTIFY that we find no adverse alienations of the above described property in any of the above names (excluding Oil Leases and Timber Sales which have expired by their own recited terms, or which have been specifically released of record, or transfers of mineral and royalty interest by parties other than the fee title owners.) except as follows:

- 1) **NOTE: See Judgment of Taking, dated February 4, 1943 COB 273 page 597**
- 2) **CASH SALE: Thomas S. Andrews (Elizabeth) to United States of America, dated June 16, 1943 COB 279 page 213**
- 3) **CASH SALE: Elizabeth Taylor et al to The United States of America, dated July 6, 1943 COB 279 page 334**
- 4) **NOTE: See Judgment of Taking, dated August 27, 1943 COB 279 page 481**
- 5) **NOTE: See Aviation Easement, dated January 12, 1944 COB 284 page 450**
- 6) **NOTE: See Declaration of Taking, dated January 17 1944 COB 284 page 508**
- 7) **NOTE: See Judgment COB 288 page 414**
- 8) **NOTE: See Judgment COB 288 page 421**
- 9) **RIGHT OF WAY: W. E. Taylor et al to the Parish of Rapides, dated December 11, 1951 COB 423 page 595**
- 10) **RIGHT OF WAY: Malcolm C. Steher et al to Parish of Rapides, dated December 11, 1951 COB 423 page 597**
- 11) **RIGHT OF WAY: Helen Andrews Ducote et al to Parish of Rapides, dated April 26, 1950 COB 428 page 264**
- 12) **RIGHT OF WAY: Martha Andrews Marler et al to Parish of Rapides, dated April 26, 1950 COB 428 page 265**
- 13) **RIGHT OF WAY: Laura A. Simmons to Parish of Rapides, dated June 1, 1950 COB 428 page 353**
- 14) **NOTE: See Complaint and Judgment of Taking, dated July 15, 1953 COB 452 page 105**
- 15) **NOTE: See Stipulation and Judgment, dated September 11, 1954 COB 469 page 69**

CONVEYANCE PAGE  
BOOK 1894 162

TRANSFER PURSUANT TO EXCHANGE OF  
PROPERTY WITH PAYMENT OF BOOT

STATE OF LOUISIANA  
PARISH OF RAPIDES

2011 AUG -2 AM 9:04  
BY *David Williams*  
NOTARY PUBLIC  
RAPIDES PARISH LA.  
FILED & RECORDED  
RECORDS DEPT.  
1455818

BEFORE ME, the undersigned authority, a Notary Public in and for the Parish of Rapides, State of Louisiana and in the presence of the undersigned competent witnesses, personally came and appeared:

CLAUDE RODNEY WILLIAMS, whose Social Security Number is xxx-xx-5510, married to Pamela Matthews Williams, born Matthews, but dealing with his separate property acquired by inheritance from Miriam Haworth Taylor, whose mailing address for the purpose of this agreement, is declared to be 196 North Bayou Rapides Road, Alexandria, Louisiana 71303, referred to as "Williams"

AND

ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT, a political subdivision of the State of Louisiana, created, operating and existing under and by virtue of the laws of the State of Louisiana, domiciled in the Parish of Rapides, represented herein by its Executive Director, Jon W. Grafton, pursuant to a Resolution of Board of Commissioners of England Economic & Industrial Development District, a certified copy of which is attached to and made a part hereof as though copied at length herein, whose address for the purpose of this agreement is 1611 Arnold Drive, Alexandria, Louisiana 71303, referred to as "the England Authority"

who declared:

I.

1.01 For and in consideration of the transfer of the property set forth in Paragraph 2.01 below, Williams does transfer, assign, deliver and convey unto the England Authority, the possession and delivery of which is acknowledged, the property described as follows:

TRACT 1

A certain piece, parcel or tract of land, together with all buildings and improvements located thereon and all rights, privileges, servitudes, prescriptions and possessions thereto appertaining, containing 170.42 acres, more or less, being, lying and situated in Sections 11, 73 and 74, T4N, R2W, Rapides Parish, Louisiana, and being shown as Tract 1 on a Boundary Survey prepared by Pan-American Engineers - Alexandria, Inc. entitled "Boundary Survey To Indicate a 170.42 +/- Acre Tract And A 18.25 +/- Acre Tract Located In Sections 11, 73 and 74, T4N,R2W, Southwest District, Rapides Parish, Louisiana" and being more particularly described as follows:

Commence at a 2" iron pipe being identified as the Northeast corner of Section 74 and per the survey by Louise J. Daigre dated June 6, 1969, a copy of which is filed and recorded in Conveyance Book 738 at Page 715 of the Rapides Parish records and thence proceed North 75 degrees 07 minutes 18 seconds West a distance of 2547.23 feet to a point and corner being the point of beginning of the property herein described; from the point of beginning thus established, proceed South 03 degrees 47 minutes 23 seconds East a distance of 2332.48 feet to a point and corner; thence proceed South 54 degrees 01 minute 28 seconds West a distance of 993.05 feet to a point and corner; thence proceed South 35 degrees 58 minutes 40 seconds East a distance of 1639.47 feet to a point and corner; thence proceed South 52 degrees 20 minutes 06 seconds

10

Plot Cabinet / page 722 Sleeve 528

EXHIBIT #4

West a distance of 49.29 feet to a point and corner; thence proceed South 35 degrees 58 minutes 40 seconds East a distance of 47.54 feet to a point and corner; thence proceed South 04 degrees 06 minutes 39 seconds East a distance of 903.80 feet to a point and corner; thence proceed South 88 degrees 01 minute 21 seconds West a distance of 709.50 feet to a point and corner; thence proceed North 03 degrees 51 minutes 39 seconds West a distance of 551.00 feet; thence proceed North 89 degrees 36 minutes 39 seconds West a distance of 704.36 feet to a point and corner; thence proceed North 09 degrees 00 minutes 00 seconds West a distance of 4883.22 feet to a point and corner on the southerly high bank of Big Bayou; thence continue North 09 degrees 00 minutes 00 seconds West a distance of 34 feet to a point in the center of Big Bayou; thence following the centerline of Big Bayou proceed North 83 degrees 03 minutes 13 seconds East a distance of 181.51 feet to a point and corner; thence proceed North 73 degrees 19 minutes 50 seconds East a distance of 299.02 feet to a point and corner; thence proceed North 60 degrees 42 minutes 42 seconds East a distance of 190.03 feet to a point and corner; thence proceed North 70 degrees 51 minutes 18 seconds East a distance of 65.11 feet to a point and corner; thence proceed South 57 degrees 02 minutes 11 seconds East a distance of 30.36 feet to a point on the southerly high bank of Big Bayou; thence proceed South 57 degrees 02 minutes 11 seconds East a distance of 592.69 feet to a point and corner; thence proceed North 75 degrees 01 minute 14 seconds East a distance of 207.07 feet to a point and corner; thence proceed South 75 degrees 07 minutes 18 seconds East a distance of 450.84 feet to the point of beginning of the property herein described.

#### TRACT 2

A certain piece, parcel or tract of land, together with all buildings and improvements located thereon and all rights, privileges, servitudes, prescriptions and possessions thereto appertaining, containing 18.25 acres, more or less, being, lying and situated in Sections 11, 73 and 74, T4N, R2W, Rapides Parish, Louisiana, and being shown as Tract 2 on a Boundary Survey prepared by Pan-American Engineers - Alexandria, Inc. entitled "Boundary Survey To Indicate a 170.42 +/- Acre Tract And A 18.25 +/- Acre Tract Located In Sections 11, 73 and 74, T4N, R2W, Southwest District, Rapides Parish, Louisiana" and being more particularly described as follows:

Commence at a 2" iron pipe being identified as the Northeast corner of Section 74 and per the survey by Louise J. Daigre dated June 6, 1969, a copy of which is filed and recorded in Conveyance Book 738 at Page 715 of the Rapides Parish records and thence proceed North 75 degrees 07 minutes 18 seconds West a distance of 2547.23 feet to a point and corner; thence proceed South 03 degrees 47 minutes 23 seconds East a distance of 2332.48 feet to a point and corner; thence proceed South 54 degrees 01 minute 28 seconds West a distance of 993.05 feet to a point and corner; thence proceed South 35 degrees 58 minutes 40 seconds East a distance of 1639.47 feet to a point and corner; thence proceed South 52 degrees 20 minutes 06 seconds West a distance of 49.29 feet to a point and corner; thence proceed South 35 degrees 58 minutes 40 seconds East a distance of 47.54 feet to a point and corner; thence proceed South 04 degrees 06 minutes 39 seconds East a distance of 903.80 feet to a point and corner; thence proceed South 04 degrees 06 minutes 39 seconds East a distance of 203.94 feet to a point and corner, being the point of beginning of the property herein described; from the point of beginning thus established, thence proceed South 04 degrees 06 minutes 39 seconds East a distance of 610.50 feet to a point and corner; thence proceed South 80 degrees 57 minutes 37 seconds West a distance of 1280.33 feet to a point and corner; thence proceed North 09 degrees 00 minutes 00 seconds West a distance of 608.52 feet to a point and corner; thence proceed North 80 degrees 58 minutes 20 seconds East a distance of 1332.36 feet back to the point of beginning of the property herein described.

1. FSA Farm No. 2402
  - a. Tract # 6536
    - i. Field No. 1 containing 27.34 acres
    - ii. Field No. 2 containing 33.74 acres
    - iii. Field No. 3 containing 11.73 acres
2. FSA Farm No. 2938
  - a. Tract # 811
    - i. Field No. 1 containing 18.11 acres

which totals 90.92 acres and the following tracts which are not being acquired by the England Authority

3. FSA Farm No. 2938
  - a. Tract # 838
    - i. Field No. 1, containing 18.92 acres
    - ii. Field Nos. 2a & 2b containing 40.51 acres

which totals 59.43 acres. The annual rent due by Finkie Farms under the Williams Farm Lease is \$133.0229 per acre. Williams and the England Authority agree that Finkie Farms shall pay (a) \$12,094.44 to the England Authority in each remaining lease year of the Williams Farm Lease as rent due on the Williams Property and (b) \$7,905.56 to Williams in each of the remaining lease years of the Williams Farm Lease as rent due for the property leased but not sold to the England Authority. Williams and the England Authority do authorize, direct and instruct the attorney for the England Authority to notify Finkie Farms of the allocation of the \$20,000.00 rental payment to be paid to the England Authority and to Williams under the Williams Farm Lease beginning in the year 2012.

**4.02 The England Authority Property is subject to 2 Farm Leases.**

- (A) The portion of the England Authority Property which is part of Lot 5 of the Andrews Partition contains 4.74 acres and is subject to a farm lease in favor of Finkie Farms entitled "Amendment to Farm Lease and Release Agreement" which was filed on March 28, 2002 in Mortgage Book 1772 at Page 122 of the Rapides Parish records, referred to as "the 2002 Farm Lease." The 2002 Farm Lease is on a year to year renewal term and extends through December 31, 2011. The rent due by Finkie Farms for the year 2011 under the 2002 Farm Lease shall be paid to the England Authority. Williams does not assume any of the terms, conditions, provisions, stipulations or requirements of the 2002 Farm Lease. However, Williams shall not interfere with, interrupt or prohibit Finkie Farms from exercising its right of peaceable possession of the England Authority Property for the remainder of the year 2011.
- (B) The portion of the England Authority Property which is not part of Lot 5 of the Andrews Partition contains 4.60 acres and is subject to a farm lease in favor of Finkie Farms entitled "Farm Lease and Release Agreement" which was filed and recorded on March 22, 2004 in Mortgage Book 1982 at Page 798 of the Rapides Parish records, referred to as "the 2004 Farm Lease." Finkie Farms has the option to renew the 2004 Farm Lease on all or a portion of the property leased by written notice on or before December 1 of each lease year. The 2004 Farm Lease is subject to certain other terms, conditions, provisions,

stipulations and requirements. The rent due by Finkie Farms for the year 2011 under the 2004 Farm Lease shall be paid to the England Authority. Williams does not assume any of the terms, conditions, provisions, stipulations or requirements of the 2004 Farm Lease. However, Williams shall not interfere with, interrupt or prohibit Finkie Farms from exercising its right of peaceable possession of the England Authority Property leased to Finkie Farms in the 2004 Farm Lease.

V.

5.01 Williams and the England Authority declare, agree and acknowledge that the exchange of the tracts described above is made and accepted in their "as is, where is" condition, with a waiver of redhibition and quanti minoris and subject to all rights of way, restrictions, easements, servitudes, licenses, leases, covenants, agreements, access rights and other rights in third parties of record, environmental protection laws, taxes not yet due and owing, prior recorded mineral reservations, exceptions and conveyances and any other rights and matters that are of public record.

5.02 The transfer of the Williams Property to the England Authority and the transfer of the England Authority Property to Williams is made free and clear of all liens, mortgages and encumbrances, except property taxes for the year 2011, which are prorated as of this date.

5.03 No party has relied upon any representation by any undersigned notary public with respect to the validity or merchantability or the accuracy of the property descriptions of any tract described above, unless such notary public has furnished to such party a separate written title opinion.

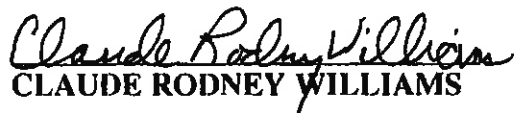
5.04 Williams acknowledges and the England Authority represents that the England Authority is authorized by applicable law to file expropriation (eminent domain) actions to acquire the property and Williams is entering into this Transfer Pursuant To Exchange Of Property With Payment Of Boot to avoid the filing of such an action by the England Authority. The England Authority declares that it is unaware and has no knowledge, at this time, of any public need or necessity for the England Authority to institute or file an expropriation proceeding against any other property of Williams.

THUS DONE AND SIGNED by Williams and the England Authority on this 1<sup>st</sup> day of August 2011 after a due reading of the whole.

WITNESSES:

  
\_\_\_\_\_

MORGAN WILLIAMS

  
\_\_\_\_\_

CLAUDE RODNEY WILLIAMS

(Print Name)  
  
\_\_\_\_\_

C. MICHAEL BOLLINGER

(Print Name)

ENGLAND ECONOMIC & INDUSTRIAL  
DEVELOPMENT DISTRICT

BY:

  
\_\_\_\_\_

JON W. GRAFTON  
Executive Director

  
\_\_\_\_\_

JOHN W. MUNSTERMAN (#09832)  
NOTARY PUBLIC

**RESOLUTION  
 OF  
 BOARD OF COMMISSIONERS  
 OF  
 ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT**

**WHEREAS** the Board of Commissioners ("the Board") of the England Economic & Industrial Development District ("the England Authority") having previously adopted a resolution authorizing the institution and prosecution of all legal action necessary or required to expropriate from Claude Rodney Williams ("Williams") certain property belonging to Williams located adjacent to the property owned by the England Authority, which property is needed for a public purpose for the future development of the England Airpark, including, but not limited to, the extension of a landing and takeoff runway,

**WHEREAS** the Board was advised by Jon W. Grafton ("Grafton"), Executive Director of the England Authority, that an agreement has been successfully negotiated by the England Authority, with its counsel, and by Williams, with his counsel, to avoid the filing of an expropriation action to obtain the property needed by the England Authority for a public purpose,

**WHEREAS** the Board considering the best interest of the England Authority to avoid

- (a) the uncertainty of legal action by expropriation which could result in a determination that the action by the England Authority is not for a public purpose prohibiting the England Authority from obtaining the Williams property,
- (b) the legal cost, including, but not limited to, attorney fees, court costs, expert witness fees, depositions expenses, sheriff's fees and similar costs and expenses involved in litigation,
- (c) the delay involved in and created by the filing of an expropriation proceeding before obtaining an adjudication of the property to the England Authority and
- (d) the title restrictions caused by the provisions in the Louisiana Constitution requiring any property acquired by expropriation offered for sale during a period of 30 years after such expropriation be first offered back to the original owner.

**WHEREAS** the staff and counsel for the England Authority believing that the avoidance of an expropriation action by the England Authority to acquire the property from Williams is in the best interest of the England Authority,

**"BE IT RESOLVED** by a majority vote of the total membership of the Board of the England Authority that Grafton is authorized, directed and empowered to acquire from Williams two tracts of land adjoining property owned by the England Authority, one tract containing 170.42 acres, more or less, in T4N, R2W, Rapides Parish, Louisiana and the other being described as Lot 6 of the Andrews Partition, both tracts shown on a Boundary Survey prepared by Pan-American Engineers, Inc. for the consideration of (a) the cash sum of \$1,857,400.00 and (b) the transfer, conveyance and delivery by the England Authority to Williams of a tract containing 9 acres, more or less, located in Lot 5 of the Andrews Partition and shown on a Boundary Survey prepared by Pan-American Engineers, Inc.

**"BE IT FURTHER RESOLVED** by a majority vote of the total membership of the Board that Grafton is authorized, directed and empowered in the name of the England



Authority to appear before a Notary Public and to execute for and on behalf of the England Authority all instruments of writing to acquire the property referred to above and to transfer and convey the property referred to above and to pay the sales proceeds in accordance with the authorization set forth above.

"BE IT FURTHER RESOLVED by a majority vote of the total membership of the Board that Grafton is authorized, directed and empowered in the name of the England Authority to perform any and all acts, matters or things whatsoever that are required or may be requisite and necessary to the consummation of the acquisition of the property referred to above from Williams and for the transfer of the property by the England Authority to Williams referred to above in the sole unlimited discretion of Grafton.

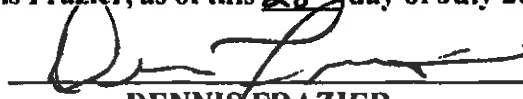
"BE IT FURTHER RESOLVED by a majority vote of the total membership of the Board that Grafton is authorized, empowered and directed, in his sole discretion, to take any action, including, but not limited to, the institution and prosecution of legal proceedings, to release, cancel or clear from the Rapides Parish records matters which, in the sole discretion of Grafton, create or may create a cloud or defect on the title to immovable property now or in the future belonging to and owned by the England Authority."

CERTIFICATE

I, Dennis Frazier, do certify that I am the duly elected, qualified and acting secretary of the England Economic & Industrial Development District.

I further certify that the above and foregoing resolutions are a true and correct copy of the resolutions adopted by a majority vote of the total membership of the Board of Commissioners of the England Economic & Industrial Development District at a regular meeting of the Board of Commissioners of the England Economic & Industrial Development District held on the 28<sup>th</sup> day of July 2011 and the minutes of such meeting and the resolutions referred to above are officially in my possession as secretary of the Board of Commissioners of the England Economic & Industrial Development District.

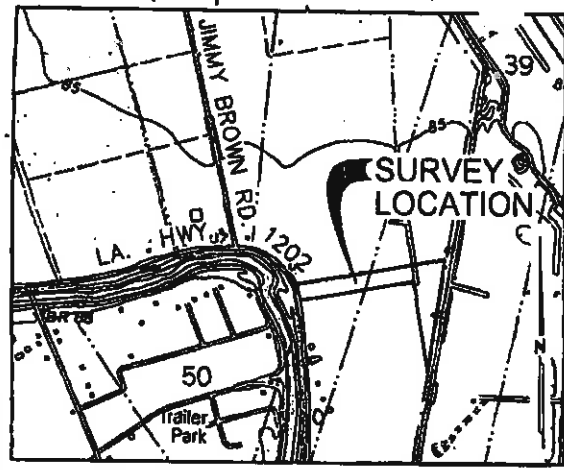
THUS DONE AND SIGNED by me, Dennis Frazier, as of this 28<sup>th</sup> day of July 2011.

  
DENNIS FRAZIER  
Secretary

I, J. Lance Harris, do certify that I am the duly elected, qualified and acting chairman of the England Economic & Industrial Development District and that Dennis Frazier is the duly elected, qualified and acting secretary of the Board of Commissioners of the England Economic & Industrial Development District and as secretary is the official custodian of all of the minutes and records of the meetings of the Board of Commissioners of the England Economic & Industrial Development District.

  
JON W. GRAFTON  
Executive Director

  
J. LANCE HARRIS  
Chairman



VICINITY MAP  
NOT TO SCALE

LEGEND

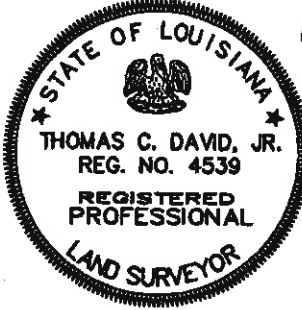
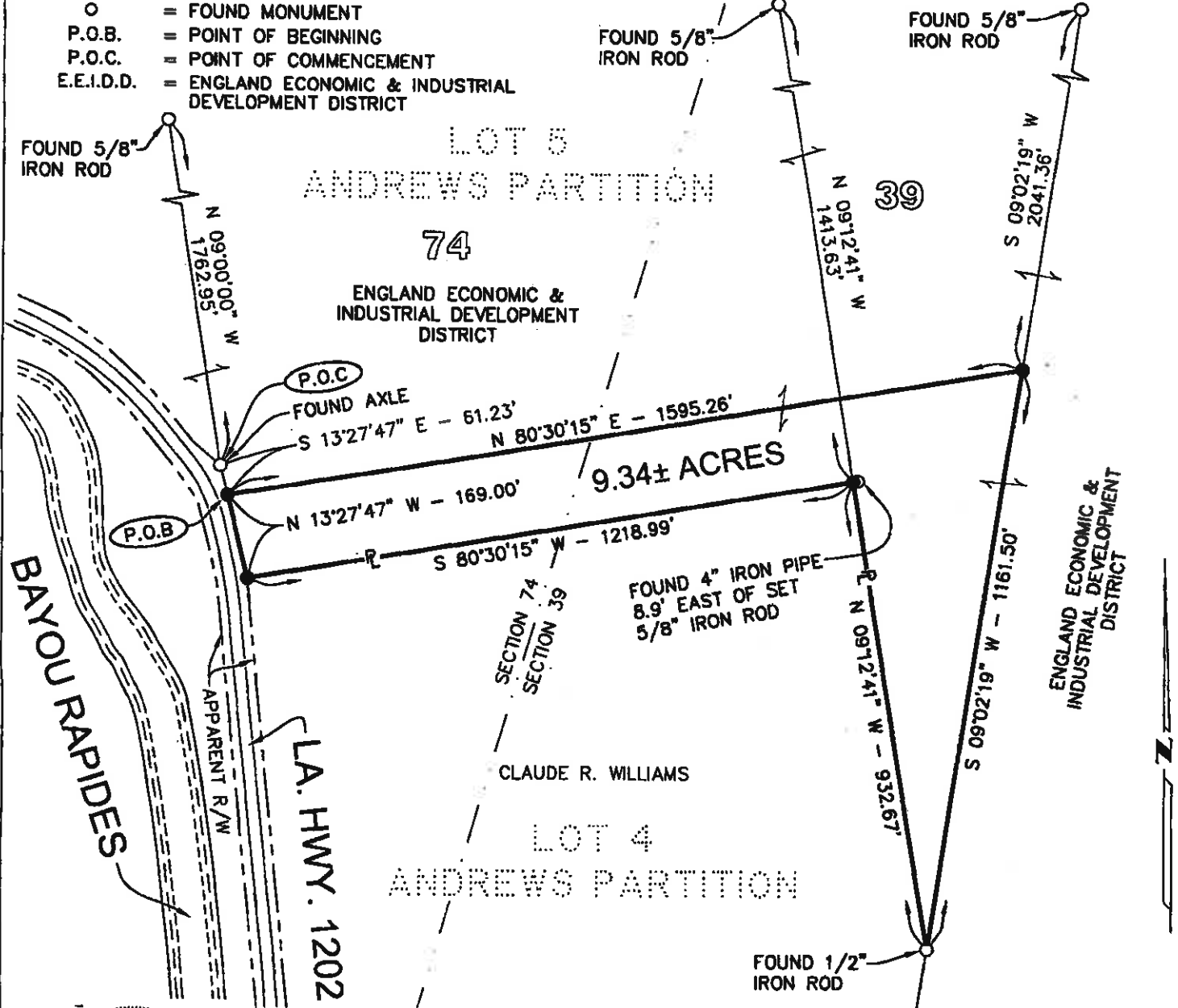
- R/W = RIGHT OF WAY
- = SECTION LINE (APPROXIMATE)
- P — = PROPERTY LINE
- = SET 5/8" DIAMETER IRON ROD
- = FOUND MONUMENT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- E.E.I.D.D. = ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT

**SURVEY REFERENCES:** PAGE 1894-169  
 ● PLAT OF SURVEY BY H.J. DAIGRE OF THE ANDREWS PARTITION, DATED JANUARY 6, 1913, RECORDED IN PLAT BOOK 2, PAGE 54.  
 ● PLAT OF SURVEY BY PAN AMERICAN ENGINEERS - ALEXANDRIA, INC., FOR E.E.I.D.D., DRAWING NO. 9018, DATED FEBRUARY 2, 1998.  
 ● PLAT OF SURVEY BY PAN AMERICAN ENGINEERS - ALEXANDRIA, INC., FOR E.E.I.D.D., DRAWING NO. 9822-B, DATED JULY 15, 2003.

**BASIS OF BEARINGS:**  
 ● THE BEARINGS INDICATED HEREON ARE STATE PLANE GRID BEARINGS RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83), LOUISIANA NORTH ZONE (1701) AND WERE DERIVED FROM GPS OBSERVATIONS FURNISHED BY A NGS OPUS SOLUTION REPORT UTILIZING BASE STATIONS: LSUA LSU-ALEXANDRIA CORS ARP, OAKH OAKDALE HS CORS ARP AND LESV LEESVILLE CORS ARP.

**FLOOD NOTE:**  
 ● THE SURVEYED TRACT IS LOCATED IN ZONE "B" PER THE FEMA FLOOD INSURANCE RATE MAP FOR RAPIDES PARISH, LOUISIANA; COMMUNITY PANEL NO. 220145 0140 D; MAP REVISED SEPTEMBER 3, 1997.

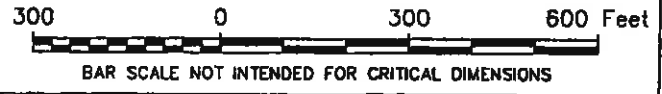
**NOTES:**  
 ● I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION AND CONFORMS TO THE REQUIREMENTS FOR THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS FOUND IN LOUISIANA ADMINISTRATIVE CODE FOR CLASS "D" SURVEYS.



**OWNER: ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT**

**BOUNDARY SURVEY TO INDICATE A 9.34± ACRE TRACT LOCATED IN SECTIONS 39 & 74, TOWNSHIP 4 NORTH, RANGE 2 WEST, SOUTH WESTERN DISTRICT, RAPIDES PARISH, LOUISIANA.**

PAN AMERICAN ENGINEERS - ALEXANDRIA, INC.  
 P.O. BOX 89  
 1717 JACKSON STREET  
 ALEXANDRIA, LOUISIANA 71309  
 (318) 473-2100



SCALE: 1"=300'      DATE: 7/27/2011      BOOK: N/A      APPROVED: *Thomas C. David, Jr.*      JOB NO. 9327  
 FILE NO. 2011-54      DRWG. NO. 11867

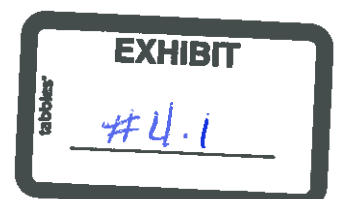
**CERTIFICATE OF TITLE TO THE FOLLOWING DESCRIBED REAL ESTATE  
SITUATED IN THE PARISH OF RAPIDES STATE OF LOUISIANA, TO WIT:**

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways and privileges thereto appertaining, being, lying and situated in Rapides Parish, Louisiana and being more fully described as follows

**18.25 acres more or less being lot (6) of the Andrews Partition and being more fully described as per COB 1894 page 162 records of the Rapides Parish Clerk of Courts office**

WE HEREBY CERTIFY that we have examined the Conveyance Indices in the Office of the Clerk and Recorder in and for **Rapides Parish, La.**, since **February 13, 1913** and that there have been recorded the following instruments through which the above described property was conveyed to: **ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT**

- ✓ 1) PARTITION: Between the John Andrews (Lula), James Andrews (Laura), Elizabeth Taylor (W. E.) dated February 25, 1913 COB 63 page 193
- 2) JUDGMENT: Succession of Elizabeth Taylor, places May Taylor, Elizabeth Taylor and Thomas Waverly Taylor as sole heirs, dated July 3, 1943 COB 279 page 316
- 3) DONATION: May Taylor (single) to Waverly E. Taylor (Miriam) dated December 23, 374 Donation Book 3 page 56
- 4) JUDGMENT: Succession of May Taylor, places Elizabeth Taylor, Waverly E. Taylor, Rosa Hickman, John W. Hickman and Waverly Emmett Taylor Hickman as heirs, dated August 8, 1953 COB 451 page 374
- 5) CASH SALE: Rosa Hickman Boyd (D. W.) to Elizabeth Taylor (single) dated August 8, 1953 COB 41 page 385
- 6) CASH SALE: John W. Hickman (Marianna) and Waverly Emmett Taylor Hickman (Vivian) to Waverly E. Taylor (same) dated April 24, 1962 COB 597 page 301
- 7) CASH SALE: Elizabeth Taylor (single) to Waverly Emmitt Taylor (same) dated October 20, 1964 COB 649 page 497
- 8) JUDGMENT: Succession of Waverly E. Taylor, placed Miriam Haworth Taylor as surviving spouse, dated September 14, 1987 COB 1218 page 642



9) **JUDGMENT OF POSSESSION: Succession of Miriam Haworth Taylor, places Claude Rodney Williams as sole heir, dated July 17, 2009 COB 1843 page 92**

**NOTE: See Will COB 1782 page 10**

10) **TRANSFER PURSUANT TO EXCHANGE OF PROPERTY: Claude Rodney Williams (Pamela) his separate property to England Economic & Industrial Development District, dated July 28, 2011, COB 1894 page 162**

WE FURTHER CERTIFY that we find no adverse alienations of the above described property in any of the above names (excluding Oil Leases and Timber Sales which have expired by their own recited terms, or which have been specifically released of record, or transfers of mineral and royalty interest by parties other than the fee title owners.) except as follows:

- Shaw ① RIGHT OF WAY: Thomas W. Taylor et al to Standard Oil Co. dated December 23, 1942 COB 273 page 356 ✓
- Shaw ② NOTE: See Judgment by U S A, COB 273 page 597
- 3) CASH SALE: Thomas S. Andrews (Elizabeth) to U S A, dated June 19, 1943
- 4) CASH SALE: Elizabeth Taylor et al to U S A, dated July 5, 1943 COB 279 page 334
- Shaw 5) NOTE: See Judgment of Taking, dated September 1, 1943 COB 279 page 481 ✓
- Shaw ⑥ NOTE: See Aviation Easement, dated January 12, 1944 COB 284 page 450 ✓
- Shaw ⑦ NOTE: See Judgment of Taking, dated January 20, 1944 COB 284 page 508 ✓
- Shaw ⑧ NOTE: See Judgment, COB 288 page 414 ✓
- Shaw ⑨ NOTE: See Judgmente COB 288 page 421 ✓
- Shaw ⑩ RIGHT OF WAY: Elizabeth Taylor Estate to CLECO, dated July 10, 1958 ✓  
COB 536 page 75
- 11) NOTE: See Sale COB 625 page 102
- Shaw ⑫ FARM LEASE: Claude Rodney Williams Jr. to Finkie Farms, dated November 9, 2009 MOB 2496 page 524

WE FURTHER CERTIFY that a search of the Mortgage records in any of the above names, specifically as they appear in the certificate, reveals no uncanceled encumbrances affecting the above described property (excluding encumbrances more than 20 years old) except as follows:

**NONE DURING THE PERIOD COVERED HEREBY**

**Assessed to: ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT**

**Assessment Number:**

**TAXES: FOR 2012 TAXES**

**THIS CERTIFICATE is made upon the mutual understanding that the maker hereof has not examined all instruments and proceedings in the chain of title of the above described real estate; that the same is not intended to cover the legality or the sufficiency of any of the instruments or proceedings in the chain of title.**

**THIS CERTIFICATE is prepared for the use and benefit of RICKY SOOTER and no liability to any other party is assumed hereunder.**

**IN TESTIMONY WHEREOF, witness our signature of Alexandria, Louisiana, on the 5 of JANUARY 2013 A.D., 2013**

**WAKEFIELD**

**ABSTRACT & TITLE CO.**

STATE OF LOUISIANA  
PARISHES OF RAPIDES  
AND EAST BATON ROUGE

CASH SALE

2003 DEC 23 PM 4:18  
FILED & RECORDED  
CAROLYN J. RYLAND  
RECORDER  
RAPIDES PARISH LA.  
1235584

BEFORE the respective undersigned Notaries Public and in the presence of the respective undersigned witnesses, personally came and appeared:

**THE STATE OF LOUISIANA**, herein represented and appearing through Mark C. Drennen, Commissioner of Administration, pursuant to the provisions of Louisiana Revised Statutes 39:11 and David W Hood, Secretary, Department of Health and Hospitals, State of Louisiana, and Act 102 of 2003, whose mailing address is Post Office Box 94095, Baton Rouge, Louisiana, 70804-9095, hereinafter referred to as "Seller";

and

**ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT, TIN: 72-1197077**, a political subdivision of the State of Louisiana, created, operating and existing under and by virtue of the laws of the State of Louisiana, appearing herein through Jon W. Grafton, Executive Director pursuant to authority attached hereto; hereinafter referred to as "Purchaser";

who made the following declarations:

1. For the price of **TWO HUNDRED FOUR THOUSAND ONE HUNDRED SEVENTY-EIGHT AND 40/100 (\$204,178.40) DOLLARS** cash, receipt of which is acknowledged, Seller does hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver unto Purchaser, the following described property, the possession and delivery of which Purchaser hereby acknowledges:

**TRACT "2"**

**DESCRIPTION OF A 17.6± ACRE TRACT LOCATED IN SECTIONS 73 & 74, TOWNSHIP 4 NORTH, RANGE 2 WEST, SOUTH WESTERN DISTRICT, RAPIDES PARISH, LOUISIANA**

A certain piece, parcel or lot of ground, together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being lying and situated in Sections 73 & 74, Township 4 North, Range 2 West, South Western District, Rapides Parish, Louisiana, being more particularly described as follows, to wit:

Commencing at the intersection of the eastern right-of-way line of La. Highway 1202 with the boundary line common to the England Economic & Industrial Development District and a 153.72± acre tract formerly owned by Annie L. Edwards (now owned by the England Economic & Industrial Development District), said point being marked with an axle (found); thence proceed North 09 degrees 00 minutes 00 seconds West, along said common boundary line, a distance of 2,371.47 feet to a 5/8" diameter iron rod (set), said point being the **POINT OF BEGINNING** of the tract to be described

thence continue North 09 degrees 00 minutes 00 seconds West, grid bearing, a distance of 954.28 feet to a 5/8" diameter iron rod (set), said point also located on the common boundary line between the State of Louisiana and the Waverly E. Taylor Estate tract;

EXHIBIT  
#5

Plat Cabinet I, Bin V, Page 422, 423  
Map Rack 405  
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5.00

1680-946

thence turn right and proceed South 89 degrees 36 minutes 39 seconds East, along said common boundary line, a distance of 704.36 feet to 5/8" diameter iron rod (set);

thence turn right and proceed South 03 degrees 51 minutes 39 seconds East, along said common boundary line, a distance of 551.00 feet to a calculated corner which falls in a 10" diameter Elm tree;

thence turn left and proceed North 88 degrees 01 minutes 21 seconds East, along said common boundary line, a distance of 709.50 feet to a 5/8" diameter iron rod (set);

thence turn right and proceed South 04 degrees 06 minutes 39 seconds East, a distance of 203.94 feet to a 5/8" diameter iron rod (set) said point being located on the boundary line common to the State of Louisiana and the Waverly E. Taylor Estate tract;

thence turn right and proceed South 80 degrees 58 minutes 20 seconds West, along the said common boundary line, a distance of 1,332.36 feet to the **POINT OF BEGINNING**.

The above-described tract contains 17.6 acres, more or less, and is more particularly indicated on Pan American Engineers -- Alexandria, Inc., Drawing No. 9822-B, dated July 15, 2003.

#### TRACT "3"

#### DESCRIPTION OF A 51.6± ACRE TRACT LOCATED IN SECTIONS 39 & 74, TOWNSHIP 4 NORTH, RANGE 2 WEST, SOUTH WESTERN DISTRICT, RAPIDES PARISH, LOUISIANA

A certain piece, parcel or lot of ground, together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being lying and situated in Sections 39 & 74, Township 4 North, Range 2 West, South Western District, Rapides Parish, Louisiana, being more particularly described as follows, to wit:

Commencing at the intersection of the eastern right-of-way line of La. Highway 1202 with the boundary line common to the England Economic & Industrial Development District and a 153.72± acre tract formerly owned by Annie L. Edwards (now owned by the England Economic & Industrial Development District), said point being marked with an axle (found); thence proceed North 09 degrees 00 minutes 00 seconds West, along said common boundary line, a distance of 2,371.47 feet to a 5/8" diameter iron rod (set); thence turn right and proceed North 80 degrees 58 minutes 20 seconds East, a distance of 1,332.36 feet to a 5/8" diameter iron rod (set) being the point of **POINT OF BEGINNING** of the tract to be described;

thence turn left and proceed North 04 degrees 06 minutes 39 seconds West, grid bearing, a distance of 1,107.74 feet to a 1/2" diameter iron rod (found);

thence turn right and proceed South 35 degrees 58 minutes 40 seconds East, a distance of 1,775.22 feet to 5/8" diameter iron rod (found);

thence turn right and proceed South 09 degrees 02 minutes 19 seconds West, a distance of 3,202.86 feet to a 1/2" diameter iron rod (found);

thence turn right and proceed North 09 degrees 12 minutes 41 seconds West, a distance of 2,346.30 feet to a 5/8" diameter iron rod (set);



1680-947

thence turn right and proceed North 04 degrees 06 minutes 39 seconds West, a distance of 1,181.78 feet to the **POINT OF BEGINNING**.

The above-described tract contains 51.6 acres, more or less, and is more particularly indicated on Pan American Engineers – Alexandria, Inc., Drawing No. 9822-B, dated July 15, 2003.

**TRACT "4"**

**DESCRIPTION OF A 12.8± ACRE TRACT LOCATED IN SECTION 38, TOWNSHIP 4 NORTH, RANGE 2 WEST, SOUTH WESTERN DISTRICT, RAPIDES PARISH, LOUISIANA**

A certain piece, parcel or lot of ground, together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being lying and situated in Section 38, Township 4 North, Range 2 West, South Western District, Rapides Parish, Louisiana, being more particularly described as follows, to wit:

Beginning at a point marking the northeast corner of Lot 1 of the Andrews Plantation Partition as recorded in Plat Book 2, Page 54, Records of the Rapides Parish Clerk of Court, said point being marked by a 5/8" diameter iron rod (set) and also being the **POINT OF BEGINNING** of the tract to be described;

thence proceed North 08 degrees 18 minutes 00 seconds East, grid bearing, a distance of 221.10 feet to a 5/8" diameter iron rod (found);

thence turn right and proceed South 81 degrees 19 minutes 01 seconds East, a distance of 3.60 feet to 5/8" diameter iron rod (set);

thence turn right and proceed South 81 degrees 02 minutes 00 seconds East, a distance of 415.50 feet to a 1/2" diameter iron rod (found);

thence turn right and proceed South 07 degrees 37 minutes 59 seconds West, a distance of 1,125.52 feet to a point located on the high bank of Bayou Rapides, said point being marked by a 1/2" diameter iron rod (found);

thence continue South 07 degrees 37 minutes 59 seconds West, departing said high bank, a distance of 51.00 feet to a non monumented point located on the apparent ordinary low water level of Bayou Rapides;

thence turn right and proceed South 63 degrees 41 minutes 35 seconds West, along said apparent ordinary low water level of Bayou Rapides, a distance of 248.12 feet to a non monumented point;

thence turn right and proceed South 76 degrees 01 minutes 42 seconds West, along said apparent ordinary low water level of Bayou Rapides, a distance of 246.97 feet to a non monumented point;

thence turn right and proceed North 08 degrees 18 minutes 00 seconds East, departing said ordinary low water level and along the eastern boundary line of Lot 1 of the Andrews Plantation Partition, a distance of 42.59 feet to a point located on the high bank of Bayou Rapides, said point being marked by a 5/8" diameter iron rod (set);

thence continue North 08 degrees 18 minutes 00 seconds East, departing said high bank and along said eastern boundary line of Lot 1 of the Andrews Plantation Partition, a distance of 1,152.13 feet to the **POINT OF BEGINNING**.

1680-948

The above-described tract contains 12.8 acres, more or less, and is more particularly indicated on Pan American Engineers – Alexandria, Inc., Drawing No. 9822-C, dated July 15, 2003.

**TRACT "5"**

**DESCRIPTION OF A 17.8± ACRE TRACT LOCATED IN SECTIONS 38 & 39,  
TOWNSHIP 4 NORTH, RANGE 2 WEST, SOUTH WESTERN DISTRICT, RAPIDES  
PARISH, LOUISIANA**

A certain piece, parcel or lot of ground, together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being lying and situated in Sections 38 & 39, Township 4 North, Range 2 West, South Western District, Rapides Parish, Louisiana, being more particularly described as follows, to wit:

Beginning at a point marking the northeast corner of Lot 1 of the Andrews Plantation Partition as recorded in Plat Book 2, Page 54, Records of the Rapides Parish Clerk of Court, said point being marked by a 5/8" diameter iron rod (set) and also being the **POINT OF BEGINNING** of the tract to be described;

thence proceed South 08 degrees 18 minutes 00 seconds West, grid bearing, along the eastern boundary line of said Lot 1 of the Andrews Plantation Partition, a distance of 1,152.13 feet to a point located on the high bank of Bayou Rapides, said point being marked by a 5/8" diameter iron rod (set);

thence continue South 08 degrees 18 minutes 00 seconds West, departing said high bank, a distance of 42.59 feet to a non monumented point located on the apparent ordinary low water level of Bayou Rapides;

thence turn right and proceed South 76 degrees 01 minutes 42 seconds West, along said apparent ordinary low water level of Bayou Rapides, a distance of 80.87 feet to a non monumented point;

thence turn right and proceed South 77 degrees 41 minutes 16 seconds West, along said apparent ordinary low water level of Bayou Rapides, a distance of 348.12 feet to a point located on the new eastern right-of-way line of La. Highway 1202, said point being marked by a 5/8" diameter iron rod (set);

thence turn right and proceed North 01 degrees 02 minutes 03 seconds East, departing said ordinary low water level of Bayou Rapides and along said new eastern right-of-way line of La. Highway 1202, a distance of 141.61 feet to 5/8" diameter iron rod (set);

thence turn left and proceed in a northwesterly direction a distance of 222.25 feet, along said new eastern right-of-way line of La. Highway 1202 and along the arc of a curve concave to the west, having a radius of 696.62 feet and a chord that bears North 02 degrees 34 minutes 48 seconds West, a distance of 221.31 feet to a 5/8" diameter iron rod (set);

thence proceed in a northwesterly direction a distance of 81.94 feet, along said new eastern right-of-way line of La. Highway 1202 and along the arc of a curve concave to the southwest, having a radius of 696.62 feet and a chord that bears North 15 degrees 05 minutes 22 seconds West, a distance of 81.89 feet to a 5/8" diameter iron rod (set);

thence proceed in a northwesterly direction a distance of 261.19 feet, along said new eastern right-of-way line of La. Highway 1202 and along the arc of

11680-949

a curve concave to the southwest, having a radius of 696.62 feet and a chord that bears North 29 degrees 12 minutes 00 seconds West, a distance of 259.66 feet to a 5/8" diameter iron rod (set);

thence turn left and proceed North 39 degrees 56 minutes 26 seconds West, departing said curve and along said new eastern right-of-way line La. Highway 1202, a distance of 270.83 feet to a 5/8" diameter iron rod (set);

thence turn right and proceed in a northwesterly direction a distance of 268.81 feet, along said new eastern right-of-way line of La. Highway 1202 and along the arc of a curve concave to the northeast, having a radius of 926.01 feet and a chord that bears North 31 degrees 37 minutes 26 seconds West, a distance of 267.87 feet to a 5/8" diameter iron rod (set);

thence turn right and proceed North 80 degrees 43 minutes 00 seconds East, exiting said curve and departing said new right-of-way line of La. Highway 1202, a distance of 1,074.61 feet to the **POINT OF BEGINNING**.

The above-described tract contains 17.6 acres, more or less, and is more particularly indicated on Pan American Engineers - Alexandria, Inc., Drawing No. 9822-C, dated July 15, 2003.

#### TRACT "6"

#### DESCRIPTION OF A 1.2± ACRE TRACT LOCATED IN SECTION 39, TOWNSHIP 4 NORTH, RANGE 2 WEST, SOUTH WESTERN DISTRICT, RAPIDES PARISH, LOUISIANA

A certain piece, parcel or lot of ground, together with all improvements thereon, rights, ways and privileges thereunto belonging or in any way appertaining, being lying and situated in Section 39, Township 4 North, Range 2 West, South Western District, Rapides Parish, Louisiana, being more particularly described as follows, to wit:

Commencing at a point marking the northeast corner of Lot 1 of the Andrews Plantation Partition as recorded in Plat Book 2, Page 54, Records of the Rapides Parish Clerk of Court, said point being marked by a 5/8" diameter iron rod (set); thence proceed South 08 degrees 18 minutes 00 seconds West, grid bearing, along the eastern boundary line of said Lot 1 of the Andrews Plantation Partition, a distance of 1,152.13 feet to a point located on the high bank of Bayou Rapides, said point being marked by a 5/8" diameter iron rod (set); thence continue South 08 degrees 18 minutes 00 seconds West, departing said high bank, a distance of 42.59 feet to a non monumented point located on the apparent ordinary low water level of Bayou Rapides; thence turn right and proceed South 76 degrees 01 minutes 42 seconds West, along the apparent ordinary low water level of Bayou Rapides, a distance of 80.87 feet to a non monumented point; thence turn right and proceed South 77 degrees 41 minutes 16 seconds West, along said apparent ordinary low water level of Bayou Rapides, a distance of 348.12 feet to a point located on the eastern right-of-way line of La. Highway 1202, said point being marked by a 5/8" diameter iron rod (set); thence turn right and proceed North 72 degrees 15 minutes 54 seconds, departing said eastern right-of-way line of La. Highway 1202 and along said apparent ordinary low water level of Bayou Rapides, a distance of 60.65 feet to a non monumented point located on the former western right-of-way line of La Highway 1202; thence turn right and proceed North 63 degrees 11 minutes 21 seconds West, departing said former western right-of-way line of La. Highway 1202 and along said apparent ordinary low water level of Bayou Rapides, a distance of 36.82 feet to a non monumented point; thence turn right and proceed North 33 degrees 46 minutes 49 seconds West, along said ordinary low water level of Bayou Rapides, a distance of 87.73 feet to a point

1680-950

located on the western right-of-way line of La. Highway 1202, said point being marked by a concrete right-of-way monument (found) and also being the **POINT OF BEGINNING** of the tract to be described;

thence turn right and proceed North 25 degrees 15 minutes 51 seconds West, departing said western right-of-way line of La. Highway 1202 and along said apparent ordinary low water level of Bayou Rapides, a distance of 917.06 feet to a non monumented point on the western right-of-way line of La. Highway 1202;

thence turn right and proceed North 59 degrees 40 minutes 26 seconds East, departing said apparent ordinary low water level of Bayou Rapides and along said western right-of-way line of La. Highway 1202, a distance of 10.00 feet to a concrete right-of-way monument (found);

thence turn right and proceed in a southeasterly direction a distance of 101.59 feet, along said western right-of-way line of La. Highway 1202 and along the arc of a curve concave to the northeast, having a radius of 1,046.01 feet and a chord that bears South 33 degrees 06 minutes 30 seconds East, a distance of 101.55 feet to a concrete right-of-way monument (found);

thence turn right and proceed South 22 degrees 29 minutes 12 seconds East, departing said curve and along said western right-of-way line of La. Highway 1202, a distance of 80.09 feet to a 5/8" diameter iron rod (set);

thence turn left and proceed in a southeasterly direction a distance of 442.53 feet, along said western right-of-way line of La. Highway 1202 and along the arc of a curve concave to the northeast, having a radius of 746.20 feet and a chord that bears South 39 degrees 28 minutes 35 seconds East, a distance of 436.07 feet to a 5/8" diameter iron rod (set);

thence turn right and proceed in a southeasterly direction a distance of 295.08 feet, departing previous curve, along said western right-of-way line of La. Highway 1202 and along the arc of a curve concave to the west, having a radius of 576.62 feet and a chord that bears South 08 degrees 21 minutes 58 seconds East, a distance of 291.87 feet to a concrete right-of-way monument (found);

thence turn right and proceed North 83 degrees 42 minutes 22 seconds West, departing said curve and along said western right-of-way line of La. Highway 1202, a distance of 15.00 feet to a concrete right-of-way monument (found);

thence turn left and proceed South 08 degrees 57 minutes 36 seconds West, along said western right-of-way line of La. Highway 1202, a distance of 52.24 feet to the **POINT OF BEGINNING**.

The above-described tract contains 1.2 acres, more or less, and is more particularly indicated on Pan American Engineers – Alexandria, Inc., Drawing No. 9822-C, dated July 15, 2003.

2. This sale is made without warranty of title except Seller warrants the title with respect to any acts of Seller which adversely affect validity or merchantability of title to the Property.

3. Seller reserves unto itself all minerals in and under the Property herein sold in accordance with Article IX, Section 4 of the Louisiana Constitution of 1974. However, it is understood that neither the Seller nor its successors, assigns or mineral lessees shall have any right whatsoever to utilize the surface of the Property herein sold in any manner.

He80-951

4. This sale is made subject to all easements, servitudes, restrictions and rights-of-way of record and existing at the time of the execution of this sale.

5. Any parish, city or levee taxes on the Property herein sold up to and including those due for the year 2003 will be paid by the Purchaser.

6. All agreements and stipulations herein 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.

This act has been signed by the Seller at Baton Rouge, Louisiana, on the 11 Day of December, 2003, in the presence of the subscribing witnesses and undersigned Notary Public.

WITNESSES AS TO SELLER:

SELLER:

STATE OF LOUISIANA

Martene Curcio  
Printed Name: Martene Curcio

By: Mark C. Drennen  
Mark C. Drennen  
Commissioner of Administration

Charles R. Cormier  
Printed Name: Charles R. Cormier

Timothy Stroshaker  
Notary Public  
Printed Name: Timothy Stroshaker  
Commission # 533471

This act has been signed by the Seller at Baton Rouge, Louisiana, on the 10 Day of December, 2003, in the presence of the subscribing witnesses and undersigned Notary Public.

WITNESSES AS TO SELLER:

SELLER:

DEPARTMENT OF HEALTH AND HOSPITALS

Stephen Rocco  
Printed Name: Stephen Rocco

By: David W. Hood  
David W. Hood, Secretary  
Department of Health and Hospitals, State of Louisiana

Christine M. Adorno  
Printed Name: Christine M. Adorno

Donna Adorno  
Notary Public  
Printed Name: Donna Adorno  
Commission # 14919  
Ray Roll

1680-952

This act has been signed by the Purchaser at Alexandria, Louisiana, on the 4  
Day of December, 2003, in the presence of the subscribing witnesses and  
undersigned Notary Public.

WITNESSES AS TO PURCHASER:

PURCHASER:

ENGLAND ECONOMIC AND INDUSTRIAL  
DEVELOPMENT DISTRICT

Mary Kee  
Printed Name: Mary Kee

By: [Signature]  
Jon W. Cranon, Executive Director

[Signature]  
Printed Name: Kathleen S. Dobb

Rapides Parish Clerk of Court

Virginia A. McCann  
Notary Public  
Printed Name: Virginia A. McCann  
Commission # 59194

Rapides Parish Clerk of Court

Rapides Parish Clerk of Court

1680-953

**STATE OF LOUISIANA  
PARISH OF RAPIDES**

In the Name and by the Authority of  
The England Economic & Industrial Development District

**RESOLUTION**

**BE IT RESOLVED, THAT THE ENGLAND ECONOMIC AND INDUSTRIAL  
DEVELOPMENT DISTRICT DBA ENGLAND AUTHORITY HEREBY  
AUTHORIZES THE PURCHASE OF 100.8 ACRES FROM STATE OF  
LOUISIANA AS AUTHORIZED BY LEGISLATIVE ACT #102 TO MEET  
ENGLAND AIRPARK MASTER PLAN.**

**STATE OF LOUISIANA**

**PARISH OF RAPIDES**

I, C. E. Provine, do hereby certify that I am the duly qualified and acting Secretary of the England Economic and Industrial Development District of the Parish of Rapides, Louisiana governing body of the England Economic and Industrial Development District.

I further certify that the above and foregoing constitutes a true and correct copy of a resolution for the minutes of a **Regular Meeting** of the England Economic and Industrial Development District held on **November 20, 2003** as said minutes and resolution are officially of record in my possession.

**IN WITNESS WHEREOF**, I have hereunto subscribed my official signature.

**C. E. Provine**

\_\_\_\_\_  
C. E. Provine, Secretary

**Wayne Miller**

\_\_\_\_\_  
Wayne Miller, Chairman

**Jon Grafton**

\_\_\_\_\_  
Jon Grafton, Executive Director

**CERTIFICATE OF TITLE TO THE FOLLOWING DESCRIBED REAL ESTATE  
SITUATED IN THE PARISH OF RAPIDES STATE OF LOUISIANA, TO WIT:**

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways and privileges thereto appertaining, being, lying and situated in Rapides Parish, Louisiana and being more fully described as follows

**TRACT 2: 17.6 more or less being situated in Sections (73) & (74) Township (4) North Range (2) West and being more fully described as per COB 1680 page 945 records of the Rapides Parish Clerk of Courts office**

**TRACT 3: 51.6 acres more or less being situated in Sections (39) and (74) Township (4) North Range (2) West and being more fully described as per COB 1680 page 945 records of the Rapides Parish Clerk of Courts office**

**TRACT 4: 12.8 acres more or less being situated in Section (38) Township (4) North Range (2) West and being more fully described as per COB 1680 page 945 records of the Rapides Parish Clerk of Courts office**

**TRACT 5: 17.6 acres more or less being situated in Sections (38) and (39) Township (4) North Range (2) West and being more fully described as per COB 1680 page 945 records of the Rapides Parish Clerk of Courts office**

**TRACT 6: 1.2 acres more or less being located in Section (39) Township (4) North Range (2) West and being more fully described as per COB 1680 page 945 records of the Rapides Parish Clerk of Courts office**

WE HEREBY CERTIFY that we have examined the Conveyance Indices in the Office of the Clerk and Recorder in and for **Rapides Parish, La.**, since **Various Dates Below** and that there have been recorded the following instruments through which the above described property was conveyed to: **ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT**

- 1) **SALE & MORTGAGE: Union Central Life Insurance Co. to Central Louisiana State Hospital, dated January 20, 1932 COB 184 page 193**

.....

- 2) **CASH SALE: Richard Simmons (Laura Andrews) to Central Louisiana State Hospital, dated March 14, 1932 COB 185 page 178 (Lots 1 & 7)**

.....

- 3) **CASH SALE: Mrs. Tillie Mayer (widow of Julius) to Central Louisiana State Hospital, dated February 8, 1935 COB 202 page 7**





**NOTE: See Judgment of Julius Mayer COB 197 page 115 and Adjudication COB 197 page 151**

- 4) CASH SALE: The State of Louisiana (rep. by Marck C. Drennen) and David Hood Secretary of the Department of Health and Hospitals, State of Louisiana to England Economic and Industrial Development District, dated December 4, 2003**

**WE FURTHER CERTIFY that we find no adverse alienations of the above described property in any of the above names (excluding Oil Leases and Timber Sales which have expired by their own recited terms, or which have been specifically released of record, or transfers of mineral and royalty interest by parties other than the fee title owners.) except as follows:**

- 1) RIGHT OF WAY: Central Louisiana State Hospital to Standard Oil Co. of Louisiana, dated November 16, 1942 COB 277 page 17**
- 2) JUDGMENT: Central Louisiana State Hospital et al to United States of America, dated May 15, 1944 COB 288 page 421**
- 3) RIGHT OF WAY: Central Louisiana State Hospital to Parish of Rapides, dated March 24, 1950 COB 423 page 597**
- 4) SALE: Central Louisiana State Hospital to United States of America, dated August 19, 1953 COB 452 page 478**
- 5) JUDGMENT: Central Louisiana State Hospital to United States of America, dated June 22, 1961 COB 585 page 291**
- 6) EASEMENT & SERVITUDE: Louisiana Department of Health and Human Resources to United States of America, dated June 30, 1978 COB 937 page 727**
- 7) SERVITUDE: Central Louisiana State Hospital to United States of America, dated March 10, 1983 COB 1087 page 912**
- 8) RIGHT OF WAY: Department of Health & Hospitals of the State of Louisiana to The Department of Transportation and Development, dated July 1, 1993 COB 1384 page 604**
- 9) RIGHT OF WAY: Department of Health & Hospitals of the State of Louisiana to The Department of Transportation and Development, dated August 15, 1995 COB 1444 page 349**

WE FURTHER CERTIFY that a search of the Mortgage records in any of the above names, specifically as they appear in the certificate, reveals no uncanceled encumbrances affecting the above described property (excluding encumbrances more than 20 years old) except as follows:

- 1) LEASE: Louisiana Health and Human Resources Administration to Diocese of Alexandria, dated August 29, 1974 MOB 743 page 817

NOTE: See Subordination MOB 828 page 574 (Corrected MOB 884 page 354)

NOTE: See Subordination MOB 840 page 405 and MOB 953 page 186

- 2) NOTE: See Farm Lease MOB 1982 page 798

**Assessed to: ENLAND ECONOMIC & INDUSTRIAL DEVELOPMENT**

**Assessment Number:**

**TAXES: FOR 2012 TAXES**

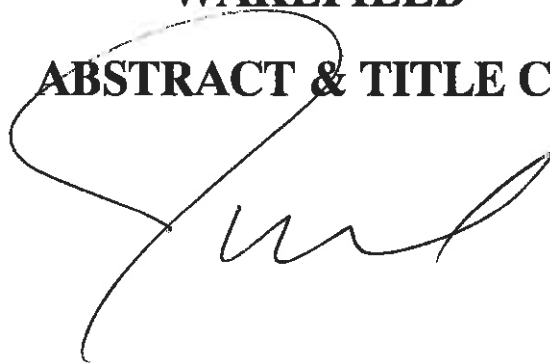
**THIS CERTIFICATE is made upon the mutual understanding that the maker hereof has not examined all instruments and proceedings in the chain of title of the above described real estate; that the same is not intended to cover the legality or the sufficiency of any of the instruments or proceedings in the chain of title.**

**THIS CERTIFICATE is prepared for the use and benefit of RICKY SOOTER and no liability to any other party is assumed hereunder.**

**IN TESTIMONY WHEREOF, witness our signature of Alexandria, Louisiana, on the   7   of    JANUARY    A.D., 2013**

**WAKEFIELD**

**ABSTRACT & TITLE CO.**





[Menu](#) > [Prompt](#) > [Summary](#) > [Detail - Conveyance Records](#)

## Conveyance Records Indexed Through 2/25/2013 with Notations Through 2/20/2013

| Instrument         | Instrument Date | File Date     | Cancel Date |
|--------------------|-----------------|---------------|-------------|
| 1071736 QUIT CLAIM | 1/15/1998       | 4/06/1998     |             |
| Volume/Page        | Description     | Consideration |             |
| 1527/0845          | *SEE ORIGINAL   | \$            |             |

### OTHER ATTACHMENTS

Vendor

**UNITED STATES OF AMERICA**

[Back](#)

Vendee

**ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT**

[Image](#)

701 Murray Street - Alexandria, LA  
71301  
- or -  
P.O. Box 952 - Alexandria, LA 71309

Phone: 318.473.8153  
Office Fax: 318.473.4667 Civil Filing Fax:  
318.619.5877  
Email: [info@rapidesclerk.org](mailto:info@rapidesclerk.org)

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Court  
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52 345  
QUITCLAIM DEED

STATE OF LOUISIANA X  
PARISH OF RAPIDES X

KNOW ALL BY THESE PRESENTS

399 APR 6 PM 3  
BY CLERK OF RECORD  
RAPIDES PARISH  
Louisiana  
Coral

1071740

1. This Quitclaim Deed is made this the 15<sup>th</sup> day of January, 1998, between the United States of America, also referred to as the Grantor, acting by and through the Secretary of Air Force, under and pursuant to the powers and authority of Article 4, Section 3, Clause 2 of the Constitution of the United States; the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377) (40 U.S.C. 471; et seq.) as amended, and the regulations and orders promulgated thereunder; the Surplus Property Act of 1944 (Ch 479, 58 Stat. 765) (50 U.S.C. App. 1622(g) as amended, repealed and recodified without substantive change at 49 U.S.C. 47151; et seq., July 5, 1994, P.L. 103-272 §1(e)) and the regulations and orders promulgated thereunder; and the provisions of the Defense Base Closure and Realignment Act of 1990 (104 Stat. 1808; P.L. 101-510) (10 U.S.C. 2687) as amended, and regulations and orders promulgated thereunder; a delegation from the Administrator of General Services to the Secretary of Defense; and a subsequent delegation from the Secretary of Defense to the Secretary of the Air Force, party of the first part, as Grantor, and the England Economic and Industrial Development District, a political subdivision of the State of Louisiana created, operating and existing under and by virtue of the laws of the State of Louisiana (Act 142 of 1991), party of the second part, as Grantee.

2. WHEREAS, all the property to be conveyed herein has heretofore been declared surplus to the needs of the United States of America, is presently under the jurisdiction of the Secretary of Air Force, is available for disposal and its disposal has been heretofore authorized by the Secretary of Air Force, acting pursuant to the above referred to laws, regulations and orders.

3. NOW, THEREFORE, the said Grantor, for and in consideration of the assumption by the Grantee of all the obligations and its agreement to abide by and take subject to certain reservations, covenants, restrictions and conditions, all as hereinafter set out in this Quitclaim Deed, does hereby remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, covenants, restrictions, conditions and exceptions, all as hereinafter set out in this Quitclaim Deed, all right, title, interest, claim and demand which the Grantor has in and to that certain property situate, lying, and being in the Parish of Rapides, State of Louisiana, and described in detail in Attachment "A" hereof, for the use stated herein.

4. TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest or claim whatsoever of the Grantor, either in law or in equity, and subject to the reservations, covenants, restrictions and conditions set forth in this Quitclaim Deed to the only proper use, benefit and behalf of the Grantee, its successors and assigns forever.

5. This Quitclaim Deed and conveyance covering each of the aforementioned tracts is expressly made subject to the following reservations in favor of the United States of America and its assigns.

45400  
3/2

527 346

**SAVE AND EXCEPT** and there is hereby reserved unto the **United States of America**, and its assigns, all rights and interests which have been previously reserved to the United States in the Patent(s) which cover(s) the property.

**SAVE AND EXCEPT** and there is hereby reserved unto the **United States of America**, and its assigns, all rights in and to oil, gas and other mineral interests in the property not previously conveyed of record.

6. This **Quitclaim Deed** and conveyance covering each of the aforementioned tracts is expressly made **subject** to the following matters to the extent and only to the extent the same are valid and affect the Property:

A. All existing easements, licenses, permits and rights-of-way for public and private roads, streets and highways, railroads, sewerage lines, public utilities, and pipelines, ditches and canals on, over and across said land, of record in the Rapides Parish Clerk of Court office.

B. All existing interest(s) reserved to or outstanding in third parties in and to oil, gas and/or minerals.

C. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject property.

D. Easements and/or other restrictions concerning air navigation affecting the subject property issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended

7. This **Quitclaim Deed** and conveyance covering each of the aforementioned tracts is expressly made **subject** to the following restrictions, covenants and agreements of the parties affecting the property;

A. Grantor covenants and agrees as follows:

1. As for Tract A-105-2, pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (CERCLA), 42 U.S.C. §9620(h)(4), the Grantor has identified the aforementioned described tract of land as real property on which no hazardous substances and no petroleum products or their derivatives were stored for one year or more, known to have been released, or disposed of by the United States of America. The United States of America covenants and warrants that any remedial action found necessary to protect human health and the environment after the date of this Quitclaim Deed with respect to hazardous substance activity during the time the property was owned by the United States of America shall be conducted by the United States of America. Nothing herein shall be construed to limit the right of the United States of America to seek contribution from Grantee under Section 113(f)(1) of CERCLA, 42 U.S.C. Section 9613(f)(1), in the event the Grantee is later determined to be a potentially responsible party with respect to said hazardous substance activity. To this end, the United States of America, and its assigns, hereby **EXCEPTS AND RESERVES** the right of access to and of entry upon all and any portions of the herein described tract of land for purposes of environmental investigation, remedial action, response action or corrective action. In addition, there is hereby **Excepted and Reserved** unto the United States of America, and its assigns, a right of access to and of entry upon all of the hereinabove described and

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conveyed tract of land to perform any of the aforementioned actions determined to be necessary by the United States of America on any lands adjoining the hereinabove described and conveyed tract of land. These reservations include the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the Grantor. Pursuant to these reservations, the United States of America, (including but not limited to, the U.S. Air Force, United States Environmental Protection Agency (EPA), the State of Louisiana, and their respective officers, agents, employees, contractors and subcontractors) shall have the right, upon reasonable notice to Grantee or the then owner and any occupant of the hereinabove described and conveyed tract of land, to enter upon same and conduct investigations and surveys, to include drilling, testpitting, borings, data and/or records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities

11. As for Tracts A-105-1 and A-105-11, pursuant to Section 120(h) (3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. Section 9620(h) (3), the Grantor hereby declares and provides to the Grantee its notice of hazardous substance activity in the attached Attachment "B", which is hereby incorporated and made a part hereof. The information contained in Attachment "B" is required under the authority of regulations promulgated under section 120(h) of CERCLA, 42 U.S.C. Section 9620(h). The United States of America covenants and warrants that all remedial action necessary to protect human health and the environment with respect to hazardous substance activity during the time the property was owned by the United States of America has been taken as of the date of this Quitclaim Deed. Any additional remedial action found necessary in the future to protect human health and the environment with respect to said hazardous substance activity shall be conducted by the United States of America. Nothing herein shall be construed to limit the right of the United States of America to seek contribution from Grantee under Section 113(f) (1) of CERCLA, 42 U.S.C. Section 9613(f) (1), in the event the Grantee is later determined to be a potentially responsible party with respect to said hazardous substance activity. To this end, the United States of America, and its assigns, hereby Excepts and Reserves a right of access to and of entry upon all of the hereinabove described and conveyed tracts of land in any case in which an environmental investigation, remedial action, response action, or corrective action is determined by the United States of America to be necessary. In addition, there is hereby Excepted and Reserved unto the United States of America, and its assigns, a right of access to and of entry upon all of the hereinabove described and conveyed tracts of land to perform any of the aforementioned actions determined to be necessary by the United States of America on any lands adjoining the hereinabove described and conveyed tracts of land. These reservations include the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the Grantor. Pursuant to these reservations, the United States of America, (including but not limited to, the U.S. Air Force, United States Environmental Protection Agency (EPA), the State of Louisiana, and their respective officers, agents, employees, contractors and subcontractors) shall have the right, upon reasonable notice to Grantee or the then owner and any occupant of the hereinabove described and conveyed tracts of land, to enter upon same and conduct investigations and surveys, to include drilling, testpitting, borings, data and/or records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities

iii. Nothing in this subparagraph A shall be construed to negate or limit any duties, obligations, warranties or indemnity arising in favor of Grantee by operation of law.

B. Grantee covenants and agrees for itself, its successors and assigns, and every successor in interest to the property herein described or any part thereof that Grantee shall abide by each of the following agreements and covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following agreements and covenants in any court of competent jurisdiction; provided, however, the United States shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following agreements and covenants herein agreed:

i. Except as herein expressly conveyed, this conveyance is made and accepted on the basis that Grantee shall have no right of use, license, easement, servitude, or usufruct for any purpose, by necessity or otherwise, express or implied, on over or under any of the property of the United States. By acceptance of this conveyance Grantee covenants for itself and assigns that no such right of interest will ever be asserted by reason of this conveyance to Grantee.

ii. Subject to Subparagraph A above, Grantee, its successors and assigns, agree to indemnify, protect, defend, save and hold harmless, Grantor, and Grantor's employees, officers representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs and expenses (including, without limitation, attorney fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the release of any hazardous substance(s) or petroleum product(s) or their derivatives which may contaminate the hereinabove described and conveyed property after the date of this Quitclaim Deed. For the purposes of this subparagraph, the term release shall not be construed to include the migration of any contamination for which the United States of America is responsible under subparagraph A above.

iii. The covenants contained in subparagraph B.ii shall not apply in the event the United States of America caused or contributed to such release or threatened release or with respect to such contamination resulting from hazardous substance activity during the time the property was owned by the United States of America.

iv. HAZARDOUS CONTAMINATION FROM LEAD-BASED PAINT. IS WARNED THAT THE PROPERTY CONVEYED HEREIN CONTAINS LEAD-BASED PAINT WHICH MAY CONTAIN ASBESTOS CONTAMINATING MATERIALS. Portions of the property were constructed prior to 1978 and, as with all such property, a lead-based paint hazard may be present. Grantee, its successors and assigns, agree to hold harmless and indemnify Grantor, and Grantor's employees, officers representatives, attorneys and agents harmless from and against any and all loss, judgment, claims, demands, expenses or damages of whatever nature or kind which might arise or be made against Grantor, and/or Grantor's employees, officers representatives, attorneys and agents as a result of lead-based paint having been present on the property herein described.

v. HAZARDOUS CONTAMINATION FROM ASBESTOS. IS WARNED THAT THE PROPERTY CONVEYED HEREIN CONTAINS ASBESTOS WHICH MAY CONTAIN ASBESTOS CONTAMINATING MATERIALS. Asbestos is a hazardous material. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been

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associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death. Grantee, its successors and assigns, shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property, including any asbestos hazards or concerns. No warranties, either express or implied, are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The United States of America, and its assigns, assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to its successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this conveyance, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured. The Grantee further agrees that in its use and occupancy of the property or any portion thereof, it will comply with all Federal, state and local laws relating to asbestos.

vi. A portion of the property is located in wetlands area as described in Attachment "B", hereto. Grantee agrees and covenants for itself, its successors and assigns, that any development of the above described property will be subject to all applicable wetlands regulations and other applicable Federal, state and local statutes, and ordinances relating to wetlands. Before locating new construction in wetlands, Grantee agrees to contact the United States Army Corps of Engineers and obtain a permit or waiver under Section 404 of the Clean Water Act. For purposes of this Condition, the term "new construction" includes structures, facilities, draining, dredging, channeling, filling, diking, impounding and related activities.

vii. A portion of the property is located in a 100 Year Flood Plain as described in Attachment "B", hereto. Grantee agrees and covenants for itself, its successors and assigns, that any development of the above described property will be subject to floodplain regulations and other applicable Federal, state and local statutes, and ordinances relating to flood hazard.

viii. Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14 Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

ix. The Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described, or any part thereof, as follows:

(a) Except as otherwise provided in (b) and (c) of this subparagraph, the installation of groundwater wells or use of the groundwater to any depth beneath the property is prohibited for any and all purposes;



(b) The Grantee, its successors and assigns, may submit an evaluation of the groundwater on the property described herein and a proposal for the installation of groundwater wells and its intended use(s); and, after reviewing the evaluation and the proposal, all appropriate local, state and federal regulatory administrative authorities concur that the installation and its use for the specified purpose will not adversely affect human health or the environment; and

(c) Approval by all appropriate local, state and federal regulatory administrative authorities is given and all required permits are obtained before any groundwater wells are installed.

x. The Grantee, its successors and assigns, further agrees to retain control and custody of the following documents to be made available for review as necessary by all applicable local, state and federal regulatory administrative authorities:

(a) Finding of Suitability to Transfer for England AFB ("England AFB POST"), dated 8 November 1996;

(b) Draft Installation Restoration Program AOC 39, Phase I, Findings Report;

(c) Revised Final SS-45 (AOC-39) Phase II Workplan Addendum; and, Comprehensive Background Study.

xi. The Grantee covenants and agrees, on behalf of itself, its successors and assigns, that in its use and occupancy of the Property, Grantee will comply with all Federal, State, and local laws

8. By the acceptance of this Quitclaim Deed or any other rights hereunder, the Grantee, for itself, its successors and assigns, agrees that the transfer of all the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraph (A) and (B) of this paragraph, which shall run with the land:

A. That, except as provided in subparagraph (A) of numbered paragraph 9, the property transferred by this instrument shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise for any exclusive right for use of the airport within the meaning of the term "exclusive right" as used in subparagraph (C) of the numbered paragraph 9. As used in this instrument, the term "airport" shall be deemed to include all land, buildings, structures, improvements and equipment used for public airport purposes.

B. That, except as provided in subparagraph (A) of the numbered paragraph 9, the entire landing area, as defined in Section 101 of the Federal Aviation Act of 1958, as amended, repealed and recodified without substantive change at 49 U.S.C. 40102 et seq., July 5, 1994, P. L. 103-272, as amended, and Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which this Quitclaim Deed transfers any interest shall be maintained for the use and benefit of the public at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance shall be required as to structures, improvements, and equipment only during the useful life thereof, as determined by the Federal Aviation Administration (FAA) or its successor in function. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipments, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above land which have outlived their

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use as airport property in the opinion of the Administrator of the FAA or his successor in function.

9. FURTHER, by the acceptance of this Quitclaim Deed or any rights hereunder, the Grantee for itself, its successors and assigns, also assumes the obligation of, covenants to abide by and agree to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs (A) to (C), inclusive, of this paragraph, which shall run with the land: Provided, that the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the Grantee by the provisions of this instrument.

A. No property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the Grantee for other than the airport purposes without the written consent of the Administrator of the FAA. The "property" as used herein is deemed to include revenues or proceeds derived therefrom

B. Property transferred for the development, improvement, operation or maintenance of airport shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect) the Grantee specifically agrees: (1) That it will keep the airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes. Provided, that the Grantee may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport; and provided further, that the Grantee may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. (2) That in its operation of facilities on the airport, neither it nor any person or organization occupying space or facilities thereupon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the airport. (3) That in any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the Grantee will insert and enforce provisions requiring the contract: (a) to furnish said service on a fair, equal and not unjustly discriminatory basis to all users thereof, and (b) to charge fair, reasonable, and not unjustly discriminatory prices for each unit for service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (4) That the Grantee will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services, on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform. (5) That in the event the Grantee itself exercises any of the rights and privileges referred to in subsection (3) above the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of such subsection (3) of this paragraph 9(B).

C. The Grantee will not grant or permit any exclusive right for the use of the airport at which the property described herein is located which is forbidden by Section 308 of the Federal Aviation Act of 1958, now as codified at 49 U.S.C. 40103, as amended by any person or

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persons to the exclusion of others in the same class and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the airport including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft, can be regarded as an aeronautical activity. The Grantee further agrees that it will terminate as soon as possible and no later than the earliest renewal, cancellation, or expiration date applicable thereto, any exclusive right existing at any airport owned or controlled by the Grantee or hereafter acquired and that, thereafter, no such right shall be granted. However, nothing contained herein shall be construed to prohibit the granting or exercise of or exclusive right for the furnishing of nonaviation products and supplies or any services of a nonaeronautical nature or to obligate the Grantee to furnish any particular nonaeronautical service at the airport.

D. The Grantee shall insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the airport. The Grantee will, either by the acquisition and retention of easements or other interests in or rights for the use of land airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan. In addition, the Grantee will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Grantee has acquired, or may hereafter acquire, property interest permitting it to so control the use made of the surface of the land. Insofar as is within its power and to the extent reasonable, the Grantee will take action to restrict the use of the land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations including landing and takeoff at the airport.

E. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator of the FAA, the airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the airport other than facilities owned or controlled by the United States and will not permit any activity thereon which would interfere with its use for airport purposes; provided that nothing contained herein shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

F. The Grantee will make available all facilities of the airport at which the property described herein is located or developed with Federal aid and all those usable for the landing and taking off of aircraft to the United States at all times, without charge, for use by aircraft of

any agency of the United States in common with other aircraft, except that if the use by aircraft of any agency of the United States in common with other aircraft, is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged; and, unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the using Federal agency, substantial use of an airport by United States aircraft will be considered to exist when the operations of such aircraft are excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft or during any calendar month that (1) either five (5) or more aircraft of any agency of the United States are regularly based at the airport or on land adjacent thereto, or (2) the total number of movements (counting each landing as a movement and each take-off as a movement) of aircraft of any agency of the United States is 300 or more, or (3) the gross accumulative weight of aircraft of any agency of the United States using the airport (the total improvements of such Federal aircraft multiplied by the gross certified weights thereof) is in excess of five million pounds.

G. During any national emergency declared by the President of the United States of America or the Congress thereof, including any existing national emergency, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession without charge, of the airport, or of such portion thereof as it may desire; provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession; provided further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively, of any improvement to the airport made without United States aid and never owned by the United States.

H. Except for certain environmental obligations retained by the Government as hereinabove addressed, the Grantee does hereby release the Government, and will take whatever action may be required by the Administrator of the FAA to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damage under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the Grantee, upon which, adjacent to which, or in connection with which any property transferred by this instrument was located or used.

I. Whenever so requested by the FAA, Grantee will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities, or communication activities related to air traffic control, such areas of the property described herein or rights in buildings on the airport at which the property described herein is located, as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes, and the Grantee will make available such areas or any portion thereof for the purposes provided herein within four months after receipt of written request from the FAA, if such are or will be available

J. The Grantee will: (1) furnish the FAA with annual or special airport financial and operational reports as may be reasonably requested using either forms furnished by the FAA or in such manner as it elects so long as the essential data are furnished; and (2) upon reasonable request of the FAA, make available for inspection by any duly authorized

representative of the FAA the airport at which the property described herein is located, and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations, and other instruments and will furnish to the FAA a true copy of any such document which may be reasonably requested.

K. The Grantee will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants and conditions set forth herein unless, by such transaction, the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in the Airport and Airway Development Act of 1970, as amended, to assume such obligation and have the power, authority, and financial resources to carry out all such obligations and, if an arrangement is made for management or operation of the airport by any agency or person other than the party of the second part, it will reserve sufficient rights and authority to ensure that such airport will be operated and maintained in accordance with these covenants and conditions, any applicable Federal statute and the Federal Aviation Regulations.

L. The Grantee will keep up to date at all times an airport layout map of the airport at which the property described herein is located showing: (a) the boundaries of the airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the Grantee for airport purposes and proposed additions thereto; (b) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (c) the location of all existing and proposed nonaviation areas and of all existing improvements thereon and uses made thereof. Such airport layout map and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout map, and the Grantee will not make or permit the making of any changes or alterations in the airport or any of its facilities other than in conformity with the airport layout map as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the airport.

M. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the airport property, described herein, the existence of which creates an undue risk of interference with the operation of the airport or the performance of compliance with covenants and conditions set forth herein, the Grantee will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

N. In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the Grantee or any subsequent transferee, whether caused by the legal inability of said Grantee or subsequent transferee to perform any of the obligations herein set out, or otherwise, all title, right of possession and all other rights transferred by this instrument to the Grantee, of the property, or any portion thereof, shall, at the option of the Grantor, revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator of the FAA or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, in which event said reversion shall not

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occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the Grantee, its transferees, successors and assigns.

9. If the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead as merely conditions upon the breach of which the Government may exercise its option to cause the title, interest, right of possession, and all other rights transferred to the Grantee, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

10. By acceptance of this Quitclaim Deed, Grantee warrants that no person or agency has been employed or retained to solicit or secure Grantor's execution of this Quitclaim Deed upon an agreement or understanding for a commission, percentage, brokerage, or other contingent fee, except bona fide employees or bona fide commercial agencies maintained by the Grantee for the purpose of doing business. For breach or violation of this warranty, the Government shall have the right to annul this Quitclaim Deed without liability, or in its discretion to require Grantee to pay to it the full amount of such commission, percentage, brokerage, or contingent fee.

11. No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this agreement or benefits formed by Grantor's execution of this Quitclaim Deed or any benefit that may arise therefrom, but this provision shall not be construed to extend to such agreement if made with a corporation for its general benefit.

12. IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto and the Grantee, by its acceptance of this Quitclaim Deed, acknowledges its understanding of the agreement, and agrees that, as part of the consideration for this Quitclaim Deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this Quitclaim Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with, all requirements imposed by or pursuant to the regulations of the Department of Transportation as in effect on the date of this Quitclaim Deed (49 CFR Part 21) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; (5) the Grantee, its successors and assigns, will: (a) obtain from any person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors and assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant; (b) furnish the original of such agreement to the Administrator of the FAA, or his successor, upon his request; and that this covenant shall run with the land hereby conveyed, and shall in any event without regard to technical

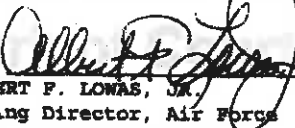
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classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors, and assigns.

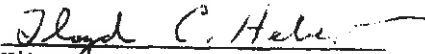
IN WITNESS WHEREOF, the party of the first part has caused this Quitclaim Deed to be executed in its name and on its behalf the day and year first above written.


UNITED STATES OF AMERICA  
Acting by and through the  
Secretary of the Air Force

Rapides Parish Clerk of Court

BY:   
ALBERT F. LOWAS, JR.,  
Acting Director, Air Force  
Base Conversion Agency  
Arlington Virginia

Signed and Sealed and Delivered  
in the Presence of:

  
Witness

  
Witness

Rapides Parish Clerk of Court

Rapides Parish Clerk of Court

167-357

State of Louisiana

Parish of Rapides

On the 15th day of January, 1998, before me, the undersigned Notary Public, personally appeared Albert Love, Jr., personally known to me to be the person whose name is subscribed to the foregoing Quitclaim Deed, and personally known to me to be the Acting Director, Air Force Base Conversion Agency, and acknowledged that the same was the act and deed of the Secretary of the Air Force and that he executed the same as the act of the Secretary of the Air Force

Rapides Parish Clerk of Court

Jodi S. Shaw  
Notary Public, State of Louisiana

My commission expires: at death

Rapides Parish Clerk of Court

Rapides Parish Clerk of Court



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ACCEPTANCE

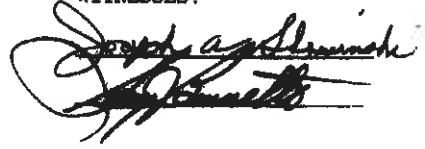
NOW APPEARING comes ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT, a political subdivision of the State of Louisiana, herein represented by Jon W. Grafton, its Executive Director, duly authorized to act herein (the "Grantee"). Grantee does hereby accept the herein described property, subject to the reservations, restrictions, conditions and exceptions hereinabove expressed.

THIS DONE AND PASSED this 12<sup>th</sup> day of Sep., 1998, at Alexandria, Rapides Parish, State of Louisiana, in the presence of the undersigned competent witnesses, who signed with appearers and me, Notary, after due reading of the whole.

ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT

BY   
JON W. GRAFTON,  
Executive Director

WITNESSES:



  
Notary Public  
My Commission Expires: At Death

Rapides Parish Clerk of Court

Rapides Parish Clerk of Court

27-859

**CERTIFICATE OF GRANTEE'S ATTORNEY**

We, Albin A. Provosty, Ricky L. Sooter, Joseph J. Bailey and John P. Doggett, acting as attorneys for **ENGLAND ECONOMIC & INDUSTRIAL DEVELOPMENT DISTRICT**, a political subdivision of the State of Louisiana, herein referred to as **Grantee**, do hereby certify: That we have examined the foregoing **Quitclaim Deed** and the proceedings taken by the **Grantee** relating thereto, and find that the acceptance thereof by the **Grantee** has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Louisiana, and further that, in our opinion, the **Quitclaim Deed** constitutes a legal and binding compliance obligation of the **Grantee** in accordance with the terms thereof.

Dated at Alexandria, Rapides Parish, State of Louisiana, this 12<sup>th</sup> day of February, 1998.

**PROVOSTY, SOOTER & deLAUNAY**

By *Albin A. Provosty*  
Albin A. Provosty

By *Ricky L. Sooter*  
Ricky L. Sooter

By *Joseph J. Bailey*  
Joseph J. Bailey

By *John P. Doggett*  
John P. Doggett

Rapides Parish Clerk of Court

Rapides Parish Clerk of Court

127-866

Attachment "A"

As specified on Page 1, in numbered paragraph 2, of the foregoing Quitclaim Deed dated the 15<sup>th</sup> day of JANUARY, 1997, this is Attachment "A".

The following real property, identified below as Portions of Tract Nos. A 105-1, A 105-2, and A 105-11 is hereby conveyed as aeronautical use property which property has been determined essential, suitable, desirable or reasonably necessary to fulfill the immediate and foreseeable requirements of the Grantee for the development, improvement, operation or maintenance of the airport, to-wit:

**Portion of Tract No. A 105-1**

**165.39 Acres**

**(124.75 Acres)**

To find the point of beginning, commence at a 2" iron pipe on the North bank of Bayou Rapides, in Section 38, T4N, R2W, Rapides Parish, Louisiana, said point being the Southeast corner of that certain tract of land conveyed by Union Central Life Insurance Company, to Central Louisiana State Hospital January 20, 1932, recorded in Deed Book 184, page 93, said point also being S 43 deg. 15' E 598.8 feet from the U.S.G.S. B.M. #1934 (Colony); THENCE N 7 deg. 59' E 1120 feet along the common boundary between Central Louisiana State Hospital land and City of Alexandria land to the true POINT OF BEGINNING for the herein described parcel: THENCE N 81 deg. 02' W 415.5 feet to the East line of Andrews Plantation; THENCE following said East line of Andrews Plantation N 8 deg. 39' E 523 feet, and N 8 deg. 54' W 2230 feet to a point; THENCE across land now or formerly owned by Central Louisiana State Hospital the following calls: N 8 deg. 59' E 3597.0 feet; N 58 deg. 44' E 355.6 feet; S 81 deg. 01' E 720.0 feet to the East line of Central Louisiana State Hospital land; THENCE S 7 deg. 59' W 6471.5 feet along the common boundary between said State Hospital land and City of Alexandria land to the place of beginning, containing 124.75 acres, more or less, being parts of Sections 38 and 39, T4N, R2W, Rapides Parish, Louisiana.

**(22.25 Acres)**

To find the point of beginning, commence at a 2" iron pipe on the North bank of Bayou Rapides in Section 38, T4N, R2W, Rapides Parish, Louisiana, said point being the Southeast corner of that certain tract of land conveyed by Union Central Life Insurance Co. to Central Louisiana State Hospital Jan. 20, 1932, recorded in Deed Book 184, page 93, said point also being S 43 deg. 15' E 598.8 feet from the U.S.G.S. B.M. #1934 (Colony); THENCE N 7 deg. 59' E 7591.5 feet along the common boundary between Central Louisiana State Hospital land and City of

621 661

Alexandria land to the true POINT OF BEGINNING for herein described parcel: THENCE across land now or formerly owned by Central Louisiana State Hospital the following calls: N 81 deg. 01' W 720.0 feet; S 58 deg. 44' W 355.6 feet; S 8 deg. 59' W 275.4 feet; N 34 deg. 05' W 308.7 feet; N 40 deg. 50' W 201.4 feet; N 55 deg. 55' E 1547.3 feet; S 27 deg. 20' E 201.4 feet; S 34 deg. 05' E 141.1 feet to the East line of land now or formerly owned by Central Louisiana State Hospital, THENCE S 7 deg. 59' W 641.5 feet along the common boundary between said State Hospital land and City of Alexandria land to the place of beginning, containing 22.25 acres, more or less, being parts of sections 23, 38, and 39, T4N, R2W, Rapides Parish, Louisiana.

Being the same property formerly known as Alexandria Air Field, Tract Nos. 5A and 5B, acquired by the United States of America by Judgment, United States District Court, Western District of Louisiana, Docket No. 757, recorded at Conveyance Book 279, page 481 under Entry #280942, records of Rapides Parish, Louisiana.

Being a part of that property conveyed by the United States of America as per deed to the City of Alexandria, recorded at COB 371, page 237 under Entry #332514, records of Rapides Parish, Louisiana.

Being a part of that property re-acquired by the United States of America by deed recorded at Donation Book 3, page 253 under Entry #377404, records of Rapides Parish, Louisiana.

**(9.299 Acres)**

A parcel of land situated in Sec. 39, Township 4 North, Range 2 West, Louisiana Meridian, Rapides Parish, Louisiana, more particularly described as follows:

BEGINNING at a point North 9 degrees 30 minutes East 28.7 chains from the U.S.G.S. (Colony) B.M. #1934, thence North 8 degrees 54 minutes West 24.09 chains, thence South 8 degrees 59 minutes West 25.07 chains, thence North 82 degrees 45 minutes East 7.74 chains to place of beginning, and containing 9.299 acres, more or less; together with all buildings, improvements, crops, rights, ways, servitudes, appurtenances and hereditaments thereunto belonging or in any ways appertaining.

Being the same property formerly known as Alexandria Air Field, Tract No. 6, acquired by the United States of America by deed recorded at Conveyance Book 279, page 334 under Entry #280302, records of Rapides Parish, Louisiana.

Being a part of that property conveyed by the United States of America as per deed to the City of Alexandria, recorded at COB 371, page 237 under Entry #332514, records of Rapides Parish, Louisiana.

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Being a part of that property re-acquired by the United States of America by deed recorded at Donation Book 3, page 253 under Entry #377404, records of Rapides Parish, Louisiana.  
(9.086 Acres)

A parcel of land situated in Sections 38 & 39, T4N, R2W, Louisiana Meridian, Rapides Parish, Louisiana, more particularly described as follows:

BEGINNING at a point North 11 deg. 44 min. East 11.57 chains from U.S.G.S. (Colony) B.M. #1934, thence North 80 deg. 01 min. West 1.15 chains, thence North 24 deg. 15 min. West 16.97 chains, thence North 8 deg. 59 min. East .78 chains, thence North 82 deg. 45 min. East 7.74 chains, thence South 8 deg. 54 min. East 9.69 chains, thence South 8 deg. 39 min. West 7.9 chains to place of beginning, containing 9.086 acres, more or less; together with all buildings, improvements, crops, rights, ways, servitudes, appurtenances and hereditaments thereunto belonging or in any ways appertaining.

Being the same property formerly known as Alexandria Air Field, Tract No. 7, acquired by the United States of America by deed recorded at Conveyance Book 279, page 213 under Entry #280141, records of Rapides Parish, Louisiana.

Being a part of that property conveyed by the United States of America as per deed to the City of Alexandria, recorded at COB 371, page 237 under Entry #332514, records of Rapides Parish, Louisiana.

Being a part of that property re-acquired by the United States of America by deed recorded at Donation Book 3, page 253 under Entry #377404, records of Rapides Parish, Louisiana.

LESS AND EXCEPT an 11.54± acre tract, being identified as Tract A 105-1, Subparcel 1, lying within the circumference of a circle having a radius of 400.00 feet and a long chord of 800.00 feet. The center point of said circle being located N 04°10'24" E, 2,843.04 feet from U.S.G.S. B.M. No. 1934 (Colony), said center point being located at N 299,090.7413; E 3,262,508.8420 (U.S. Survey Feet), Louisiana State Plane Coordinates, North Zone, North American Datum of 1983. As more fully shown upon Drawing No. 8724 dated May 7, 1996, revised October 1, 1996, by William J. Wood, Jr., Registered Professional Land Surveyor, a copy of which is attached hereto and made a part hereof as Exhibit E-1.

LESS AND EXCEPT an 8.56± acre tract being identified as A 105-1, Subparcel 2, lying within the circumference of a circle having a radius of 360.00 feet and a long chord of 720.00 feet; said circle terminating at the

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boundary line common to Tract Nos. A 105-1 and A 105-11. The center point of said circle being located N 10°23'52"E, 4,488.53 feet from U.S.G.S. B.M. No. 1934 (Colony), said center point being located at N 300,591.3669; E 3,263,097.6007 (U.S. Survey Feet), Louisiana State Plane Coordinates, North Zone, North American Datum of 1983. As more fully shown upon Drawing No. 8724, dated May 7, 1996, revised October 1, 1996, by William J. Wood, Jr., Registered Professional Land Surveyor, a copy of which is attached hereto and made a part hereof as Exhibit E-1.

**LESS AND EXCEPT** a 3.29± acre tract being identified as Tract No. A 105-1, Subparcel 3, situated in the Parish of Rapides, State of Louisiana, being a part of Section 39, Township 4 North, Range 2 West of the Louisiana Meridian (Southwestern District, Louisiana) and being more particularly described as follows: Beginning at U.S.G.S. B.M. No. 1934 (Colony); Thence N 2°52'14" E, 6,109.28 feet to the point of beginning being located at N 302,356.8527; E 3,262,607.8844 (U.S. Survey Feet), Louisiana State Plane Coordinates, North Zone, North American Datum of 1983; Thence from said point of beginning N 09°02'19" E, 520.81 feet to a point; Thence N 08°59'00" E, 134.50 feet to a point; Thence S 40°51'13" E, 257.20 feet to a point; Thence S 17°58'23" E, 121.21 feet to a point; Thence S 04°41'20" W, 261.48 feet to a point; Thence S 06°13'30" E, 125.32 feet to a point; Thence N 80°57'41" W, 304.46 feet to the point of beginning. As more fully shown upon Drawing No. 8724, dated May 7, 1996, revised October 1, 1996, by William J. Wood, Jr., Registered Professional Land Surveyor, a copy of which is attached hereto and made a part hereof as Exhibit E-1.

**LESS AND EXCEPT** a 1.16± acre tract being identified as Tract No. A 105-1, Subparcel 4, situated in the Parish of Rapides, State of Louisiana, being part of Section 39, Township 4 North, Range 2 West of the Louisiana Meridian (Southwestern District, Louisiana) and being more particularly described as follows: Beginning at U.S.G.S. B.M. No. 1934 (Colony); Thence N 2°48'41" E, 6,863.66 feet to the point of beginning; said point being located at N 303,110.6403; E 3,262,638.5783 (U.S. Survey Feet), Louisiana State Plane Coordinates, North Zone, North American Datum of 1983; Thence from said point of beginning N 34°05'09" W, 180.00 feet to a point; Thence N 40°50'00" W, 201.40 feet to a point; Thence N 55°55'00" E, 150.00 feet to a point; Thence S 34°05'09" E, 380.00 feet to a point; Thence S 55°55'00" W, 126.33 feet to the point of beginning. As more fully shown upon Drawing No. 8724, dated May 7, 1996, revised October 1, 1996, by William J. Wood, Jr., Registered Professional Land Surveyor, a copy of which is attached hereto and made a part hereof as Exhibit E-1.

Portion of Tract A-105-2

Rapides Parish Clerk of Court

November 25, 1997

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Attachment "A"

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(6.89 Acres)

A strip of land 100 feet in width and 50 feet on each side of the following described center line:

BEGINNING at Sta. 5 plus 71.36 said Sta. being located 571.36 feet along a 7 deg. 30 min. curve to the right from the T & P RR mile post #19988, THENCE in a southwesterly direction 703.84 feet to the P. T. Sta. 12 plus 75.2, THENCE S 16 degrees 10 min. W 2298.8 feet to Sta. 35 plus 74.0 as staked upon ground, said Sta. being on east property line of James P. Verzwylveit and being located S 64 deg. 00 min. E 746 feet from the Southwest corner of Sec. 31. The tract herein described is located in Secs. 31 and 34, T4N, R2W, Louisiana Meridian, Rapides Parish, Louisiana, and contains 6.89 acres of land, more or less.

Being the same property formerly known as Alexandria Air Field, Tract No. 8, acquired by the United States of America by Judgment on the Taking, United States District Court, Western District of Louisiana, Suit No. 757, dated February 4, 1943, from Heirs of Marvin Cappel, recorded at Conveyance Book 273, page 597 under Entry #278383 and Judgment on Taking, United States District Court, Western District of Louisiana, Suit No. 757, dated September 20, 1943, recorded at Conveyance Book 279, page 633 under Entry #281229, records of Rapides Parish, Louisiana.

Being a part of that property conveyed by the United States of America as per deed to the City of Alexandria, recorded at COB 371, page 237 under Entry #332514, records of Rapides Parish, Louisiana.

Being a part of that property re-acquired by the United States of America by deed recorded at Donation Book 3, page 253 under Entry #377404, records of Rapides Parish, Louisiana.

(.16 Acres)

A strip of land 100 feet in width and 50 feet on each side of the following described center line:

BEGINNING at Sta. 3 plus 35.6 on the south right of way line of the T & P RR, said Sta. being 335.6 feet along a 7 deg. 30 min. curve to the right from the T & P RR mile post #19988, THENCE from said Sta. 3 plus 35.6 southwesterly along said 7 deg. 30 min. curve 68.4 feet to Sta. 4 plus 04 as staked upon ground, said Sta. being on North right of way line of State Highway #20. The tract herein described is located in Sec. 31 T4N, R2W, Louisiana Meridian, Rapides Parish, Louisiana, and contains 0.16 acres of land, more or less.

Rapides Parish Clerk of Court

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Being the same property formerly known as Alexandria Air Field, Tract No. 9, acquired by the United States of America by Judgment on the Taking, United States District Court, Western District of Louisiana, Suit No. 757, dated February 4, 1943, from Heirs of Marvin Cappel, recorded at Conveyance Book 273, page 597 under Entry #278383 and Judgment on Taking, United States District Court, Western District of Louisiana, Suit No. 757, dated September 20, 1943, recorded at Conveyance Book 279, page 633 under Entry #281229, records of Rapides Parish, Louisiana.

Being a part of that property conveyed by the United States of America as per deed to the City of Alexandria, recorded at COB 371, page 237 under Entry #332514, records of Rapides Parish, Louisiana.

Being a part of that property re-acquired by the United States of America by deed recorded at Donation Book 3, page 253 under Entry #377404, records of Rapides Parish, Louisiana.

As more fully shown upon Drawing No. 8724-2, dated May 7, 1996, by William J. Wood, Jr., Registered Professional Land Surveyor, a copy of which is attached hereto and made a part hereof as Exhibit E-2.

**Portion of Tract No. A-105-11**

(975.75 Acres)

A tract of land situated in the Parish of Rapides, State of Louisiana, lying in Sections 23, 24, 25, 27, 28, 35, 36, 37 and 38, all in Township 4 North, Range 2 West of the Louisiana Meridian and more particularly described as follows:

From a point marking the corner common to Sections 22, 23, and 39, measure North 65 degrees 30 minutes West, 2.88 chains; thence South 7 degrees 59 minutes West, 36.74 chains to a point, which point is the PLACE OF BEGINNING of the tract hereinafter described. Thence from said place of beginning South 7 degrees 59 minutes West, 125.24 chains to a 2" iron pipe on the north bank of Bayou Rapides; thence downstream along the meanders of said bank in the following 7 courses: North 74 degrees 10 minutes East, 12.27 chains; thence North 71 degrees 25 minutes East, 14.00 chains; thence South 78 degrees 53 minutes East, 11.00 chains; thence South 85 degrees 00 minutes East, 10.73 chains; thence North 85 degrees 15 minutes East, 15.00 chains; thence North 82 degrees 17 minutes East, 15.00 chains; thence North 56 degrees 05 minutes East, 11.00 chains; thence leaving the Bayou North 8 degrees 45 minutes East, 100.83 chains; thence South 53 degrees 59 minutes West, 8.00 chains; thence North 48 degrees 36 minutes West, 23.00 chains; thence North 8 degrees 59 minutes East, 19.00 chains; thence North 15 degrees 44 minutes East, 3.05 chains; thence North 81 degrees 01 minute West, 23.44 chains; thence South 2



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degrees 14 minutes West, 3.05 chains; thence South 8 degrees 59 minutes West, 38.64 chains; thence North 81 degrees 01 minute West, 25.85 chains; thence North 36 degrees 01 minute West, 14.09 chains to the point of beginning, containing 975.75 acres, more or less.

(5.51 Acres)

A tract of land situated in the Parish of Rapides, State of Louisiana, being parts of Sections 23, 37 and 38, Township 4 North, Range 2 West of the Louisiana Meridian, more particularly described as follows:

From a point marking the corner common to Sections 22, 23 and 39 in the aforesaid township and range, measure North 65 degrees 30 minutes West, 190.1 feet to a point; thence South 7 degrees 59 minutes West, 2424.8 feet; thence South 36 degrees 01 minute East, 929.9 feet to a point; thence continuing with said northerly line South 81 degrees 01 minute East, 906.1 feet to a point, which point is the PLACE OF BEGINNING of a tract hereinafter described; thence from said place of beginning, South 81 degrees 01 minute East, 800.0 feet to a point; thence North 8 degrees 59 minutes East, 300.0 feet to a point; thence North 81 degrees 01 minute West, 800.0 feet to a point; thence South 8 degrees 59 minutes West, 300.0 feet to the place of beginning, containing 5.51 acres, more or less.

The above described 981.26 acres being a portion of the 1,338.13 acres acquired by the City of Alexandria from the Secretary of Agriculture, United States of America, recorded at Conveyance Book 264, page 574 under Entry #274361, records of Rapides Parish, Louisiana.

Being that same property acquired by the United States of America from the City of Alexandria by deed recorded in Donation Book 3, page 268 under Entry #377405, records of Rapides Parish, Louisiana.

**LESS AND EXCEPT** a 5.25± acre tract, being identified as Tract No. A 105-11, Subparcel 1, more particularly described as follows:

From a point marking the corner common to Sections 22, 23 and 39, Township 4 North, Range 2 West of the Louisiana Meridian, measure N 65°30' W, 190.1 feet to a point; Thence S 07°59' W, 2,424.8 feet, thence S 36°01' E, 929.9 feet, thence S 81°01' E, 864.18 feet to the point of beginning; said point of beginning being located at N 303,144.5650; E 3,265,229.2606 (U.S. Survey Feet), Louisiana State Plane Coordinates, North Zone, North American Datum of 1983; Thence, from said point of beginning S 81°06'03" E, 800.00 feet to a point; Thence S 27°20'48" W, 97.06 feet to a point; Thence S 48°54'33" W, 102.40 feet to a point; Thence S 67°29'59" W, 99.77 feet to a point; Thence S 84°09'56" W, 92.87 feet to a point; Thence N

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84°40'09" W, 440.60 feet to a point; Thence N 74°52'46" W, 130.32 feet to a point; Thence N 65°45'35" E, 141.11 feet to a point; Thence N 53°10'43" W, 136.05 feet to a point; Thence N 70°50'29" E, 336.68 feet to the point of beginning. As more fully shown upon Drawing No. 8724-1 dated May 7, 1996, by William J. Wood, Jr., Registered Professional Land Surveyor, a copy of which is attached hereto and made a part hereof as Exhibit E-3.

**LESS AND EXCEPT** a 126.41± acre tract being identified as Tract No. A 105-11, Subparcel 2, more particularly described as follows:

From the northwest corner of Section 35, Township 4 North, Range 2 West of the Louisiana Meridian, measure S 09°00' W, 1,313.40 feet to a point; Thence S 76°50' E, 1,136.52 feet to a point; Thence South 08°45' West, 696.39 feet to the point of beginning; said point of beginning being located at N 303,295.6650; E 3,269,254.1455 (U.S. Survey Feet), Louisiana State Plane Coordinates, North Zone, North American Datum of 1983; Thence, from said point of beginning S 54°02'31" W, 528.00 feet to a point; Thence S 43°09'43" W, 897.87 feet to a point; Thence S 29°42'18" W, 1,841.64 feet to a point; Thence S 12°41'28" W, 1,091.99 feet to a point; Thence S 02°37'29" E, 660.80 feet to a point; Thence S 69°16'46" E, 663.19 feet to a point; Thence S 80°59'28" E, 837.29 feet to a point; Thence N 8°45' E, 4,710.58 feet to the point of beginning. As more fully shown upon Drawing No. 8724-1 dated May 7, 1996, by William J. Wood, Jr., Registered Professional Land Surveyor, a copy of which is attached hereto and made a part hereof as Exhibit E-3.

**LESS AND EXCEPT** a 2.88± acre tract, being identified as Tract No. A 105-11, Subparcel 3, lying within the circumference of a circle having a radius of 200.00 feet and a long chord of 400.00 feet. The center point of said circle being located N 45°23'58" E, 2,570.11 feet from U.S.G.S. B.M. No. 1934 (Colony), said center point being located at N 298,059.8641; E 3,264,131.8997 (U.S. Survey Feet), Louisiana State Plane Coordinates, North Zone, North American Datum of 1983. As more fully shown upon Drawing No. 8724-1 dated May 7, 1996, by William J. Wood, Jr., Registered Professional Land Surveyor, a copy of which is attached hereto and made a part hereof as Exhibit E-3.

**LESS AND EXCEPT** a 2.88± acre tract, being identified as Tract No. A 105-11, Subparcel 4, lying within the circumference of a circle having a radius of 200.00 feet and a long chord of 400.00 feet. The center point of said circle being located N 30°32'32" E, 2,161.46 feet from U.S.G.S. B.M. No. 1934 (Colony), said center point being located at N 298,116.8061, E 3,263,400.3276 (U.S. Survey Feet), Louisiana State Plane Coordinates, North Zone, North American Datum of 1983. As more fully shown upon Drawing

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No. 8724-1 dated May 7, 1996, by William J. Wood, Jr., Registered Professional Land Surveyor, a copy of which is attached hereto and made a part hereof as Exhibit E-3.

**LESS AND EXCEPT the following archeological sites:**

**ARCHEOLOGICAL SITE NO. 1:**

A certain piece, parcel or lot of ground, together with all improvements thereon, rights, ways and privileges thereto belonging or in any way appertaining, being, lying and situated in Sections 37 and 38, Township 4 North, Range 2 West, Rapides Parish, Louisiana, and being more particularly described as follows, to-wit:

Commencing at the National Geodetic Survey monument stamped "Colony 1934"; thence proceed North 75 degrees 42 minutes 01 seconds East, grid bearing relative to the Louisiana State Plane Coordinate System, North Zone, North American Datum of 1983, a distance of 1908.90 feet to a 3/8" diameter iron rod being the POINT OF BEGINNING of the tract to be described:

Thence turn left and proceed North 00 degrees 00 minutes 00 seconds East, a distance of 492.12 feet to a 3/8" diameter iron rod; thence turn right and proceed North 65 degrees 57 minutes 08 seconds East, a distance of 393.70 feet to a 3/8" diameter iron rod; thence turn right and proceed South 00 degrees 00 minutes 00 seconds East, a distance of 492.12 feet to a 3/8" diameter iron rod; thence turn right and proceed South 65 degrees 57 minutes 08 seconds West, a distance of 393.70 feet to the POINT OF BEGINNING.

The above described tract contains 4.062 acres, more or less, and is more particularly indicated on Pan American Engineers-Alexandria, Inc. Drawing No. 8976, dated October 18, 1997. A copy of which is attached hereto and made a part hereof as Exhibit E-4.

**ARCHEOLOGICAL SITE NO. 2:**

A certain piece, parcel or lot of ground, together with all improvements thereon, rights, ways and privileges thereto belonging or in any way appertaining, being, lying and situated in Section 38, Township 4 North, Range 2 West, Rapides Parish, Louisiana, and being more particularly described as follows, to-wit:

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Commence at the National Geodetic Survey Monument stamped "Colony 1934"; thence proceed South 40 degrees 17 minutes 26 seconds East, grid bearing relative to the Louisiana State Plane Coordinate System, North Zone, North American Datum of 1983, a distance of 636.77 feet to a 1/2" diameter iron rod being the POINT OF BEGINNING of the tract to be described:

Thence turn left and proceed North 07 degrees 37 minutes 59 seconds East, along the western boundary line of England Air Force Base, a distance of 232.98 feet to a 1/2" diameter iron rod; thence turn right and proceed North 65 degrees 57 minutes 08 seconds East, a distance of 1,343.91 feet to a 1/2" diameter iron rod; thence turn right and proceed South 00 degrees 00 minutes 00 seconds East, a distance of 434.46 feet to a 1/2" diameter iron rod; thence turn right and proceed South 77 degrees 47 minutes 44 seconds West, along the apparent northern mean low water level of Bayou Rapides, a distance of 474.48 feet to a point; thence turn left and proceed South 72 degrees 56 minutes 28 seconds West, along said apparent northern mean low water level of Bayou Rapides, a distance of 831.02 feet to the POINT OF BEGINNING.

The above described tract contains 8.950 acres, more or less, and is more particularly indicated on Pan American Engineers-Alexandria, Inc. Drawing No. 8977, dated October 18, 1997. A copy of which is attached hereto and made a part hereof as Exhibit E-5.

In addition to the above, Grantor does hereby assign, transfer and set over unto Grantee any and all rights, title and interest in and to the below described leases, encumbrances, servitudes, permits, licenses and contracts, without any warranty whatsoever, but with full substitution and subrogation:

**Tract A 100 - Lease:**

Lease from City of Alexandria, dated November 20, 1952, 8.51± acres, terminates November 19, 2002; this lease does not appear to be of public record in the records of Rapides Parish, Louisiana. Tract A 100 is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. A-103E - Restrictive Easement:**

November 25, 1997

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Attachment "A"

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A tract of land situated in the Parish of Rapides, State of Louisiana, being a part of Fractional Sections 25, 27, 28 and 35, Township 4 North, Range 2 West of the Louisiana Meridian, and being more particularly described as follows:

Beginning at the northwest corner of said Fractional Section 35, said corner being an angle point on the boundary of the Alexandria Air Force Base; thence along said boundary of the Alexandria Air Force Base South 9 degrees 00 minutes West, 1,313.4 feet to a point; South 76 degrees 50 minutes East, 1,136.5 feet to a point; South 8 degrees 45 minutes West, 688.4 feet to a point; South 53 degrees 59 minutes West, 528.0 feet to a point; North 48 degrees 36 minutes West, 1,518.0 feet to a point; North 8 degrees 59 minutes East, 1,254.0 feet to a point; North 15 degrees 44 minutes East, 201.3 feet to a point; North 81 degrees 01 minute West, 773.5 feet to a point; thence departing from said Alexandria Air Force Base boundary, North 8 degrees 59 minutes East, 1,500.0 feet to a point; thence South 81 degrees 01 minute East, 1,895.1 feet to a point on said Alexandria Air Force Base boundary; thence along said Alexandria Air Force Base Boundary, South 32 degrees 00 minutes West, 1,422.9 feet to a point; North 81 degrees 00 minutes West, 70.0 feet to the point of beginning, containing 96.3 acres, more or less.

Being that same property acquired by the United States of America by deed recorded at Conveyance Book 441, page 469 under Entry #369554, records of Rapides Parish, Louisiana.

Tract A-103E is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. A-105E-10 - Outfall Sewer Line:**

The City's interest in and to a perpetual easement for an outfall sewer line consisting of three tracts more particularly described as follows:

Deed #1

56.4 acres out of Sections 30, 31 and 32, Township 4 North, Range 2 West, and Section 72, Township 4 North, Range 1 West, Rapides Parish, Louisiana, and being a portion of Lot 1, Oak Isle Plantation, subdivision of Woodland, according to plat dated May 21, 1921 by H. M. Whitts, Civil Engineer, attached to Act of Mortgage dated October 3, 1921 from J. P. Seip to Rapides Bank and Trust Company, and is the same property shown within red lines on a plat of H. J. Daigre, Civil Engineer, dated October 8, 1926, and attached to deed from Micah F. Seip to Morgan W. Walker, recorded in Conveyance Book 138, page 463, records of Rapides Parish, Louisiana.

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Said easement and right of way is more particularly described as a twenty foot wide strip, measured ten feet each side of a center line, described as follows:

From mile post 199.88 of Texas & Pacific Railway, run southeast on center line of said railway 513.3 feet; thence North 29 degrees 30 minutes East, 50 feet to point of beginning; thence North 29 degrees 30 minutes East, 373.4 feet; thence North 29 degrees 05 minutes East, 351 feet; thence North 25 degrees 42 minutes East, 250.6 feet, containing 0.45 of an acre, more or less.

Being that same property acquired by the United States of America by deed recorded at Conveyance Book 292, page 37 under Entry #286609, records of Rapides Parish, Louisiana.

Deed #2

A 60 foot right of way, as shown by dedication deed dated April 17, 1920, of record in Conveyance Book 103, page 525, records of Rapides Parish, Louisiana, extending entirely through the following described property: 9 acres on the Alexandria-Boyce Gravel road, and 110 acres on the Red River, bounded above by the land of Barrett and below by the land of Seip, as set out and described in the Succession W. W. Brewster, dated June 2, 1933, of record in Conveyance Book 190, page 193, and Succession of J. W. Cooper, Sr., dated April 24, 1929, of record in Conveyance Book 164, page 282, both of the records of Rapides Parish, Louisiana, being out of and part of Lot 1 of the Subdivision of Woodland, Oak Isle Plantation.

The easement and right of way herein granted is described as a 20 foot wide strip, measuring 10 feet on each side of a center line, and is more particularly described as follows:

From mile post, 199.88 on the Texas and Pacific Railway, run Southeast on center line of said railway 613.3 feet; thence North 29 degrees 30 minutes East, 423.4 feet; thence, North 29 degrees 05 minutes East, 351 feet; thence, North 25 degrees 42 minutes East, 250.6 feet for a point of beginning, this point being on the South right-of-way line of old Louisiana State Highway No. 20; thence, North 25 degrees 42 minutes East, 60 feet, this point being on the North right-of-way line of old Louisiana State Highway No. 20.

Being that same property acquired by the United States of America by deed recorded at Conveyance Book 290, page 254 under Entry #285577, records of Rapides Parish, Louisiana.

Deed #3

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Nine (9) acres of the Alexandria Boyce Gravel Road, and 110 acres on the Red River, bounded above by the land of Barrett and below by the land of Seip, as set out and described in the succession of W. W. Brewster, dated June 2, 1933, of record in Conveyance Book 190, page 193 and succession of J. W. Cooper, Sr., dated April 24, 1929, of record in Conveyance Book 164, page 282, both of the records of Rapides Parish, Louisiana, being out of and a part of Lot 1 of the Subdivision of Woodlands, Oak Isle Plantation, said Easement and right-of-way is more particularly described as a twenty foot wide strip, measured ten feet each side of a center line, described as follows:

From mile post, 199.88 on the Texas and Pacific Railway, run Southeast on center line of said railway 513.3 feet; thence North 29 degrees 30 minutes East, 423.4 feet; thence, North 29 degrees 05 minutes East, 351 feet; thence, North 25 degrees 42 minutes East, 310.6 feet to the point of beginning for this right-of-way; thence, North 25 degrees 42 minutes East, 223.4 feet; thence, North 34 degrees 49 minutes East, 515 feet; thence, North 29 degrees 30 minutes East, 1,670.8 feet, said point being on the South bank of Red River, containing 1.11 acres, more or less.

Being that same property acquired by the United States of America by deed recorded at Conveyance Book 292, page 39 under Entry #285610, records of Rapides Parish, Louisiana.

Tract A-105E-10 is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor

**Tract No. A-105L-1 -- License to Cross Railroad with Sewer Line:**

Lease, T & P Railroad Co, dated November 25, 1942, does not appear to be of public record in the records of Rapides Parish, Louisiana. Tract A-105L-1 is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. A-105L-2 -- License to Cross Levee with Sewer Line:**

Lease, Red River, Atchafalaya and Bayou Bosuf Levee District, dated September 29, 1942, does not appear to be of public record in the records of Rapides Parish, Louisiana. Tract A-105L-2 is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor

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**Tract No. A-105P -- Permit to Cross Highway with Sewer Line:**

Lease, State of Louisiana, date unknown, does not appear to be of public record in the records of Rapides Parish, Louisiana. Tract A-105P is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. A109E-2 - Access Road:**

A strip of land being 50.0 feet in width for an access road and cable right-of-way, lying in the Northwest Approach Zone of England Air Force Base, situated in the Parish of Rapides, State of Louisiana, being part of Sections 73 and 74, Township 4 North, Range 2 West of the Louisiana Meridian, the centerline being more particularly described as follows:

Beginning at a point on the England Air Force Base boundary, which is South 83 degrees 50 minutes 25 seconds West, 3,218.1 feet from the common corner of Fractional Sections 22 and 23 on the east boundary of Fractional Section 39 in the aforesaid township and range, also said point being 300 feet southwesterly along said boundary from runway centerline; thence North 36 degrees 42 minutes West, parallel to and 300 feet southerly from extended runway centerline a distance of 1,038.90 feet to the point of termination on the southerly boundary of the aforesaid described ceilometer site.

This tract contains 1.17 acres, more or less.

Being that same property acquired by the United States of America by Judgment, United States District Court, Western District of Louisiana, Docket No. 7622, recorded in Conveyance Book 556, page 469 under Entry #444588, and Conveyance Book 600, page 425 under Entry #475156, records of Rapides Parish, Louisiana.

Tract No. A-109E-2 is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. 116E-1 - Perpetual Easement**

A tract of land 50 feet by 1,318.2 feet, lying in the Northwest Approach Zone of the northwest-southeast runway of the England Air Force Base, situated in the Parish of Rapides, State of Louisiana, being part of Sections 73 and 74, Township 4 North, Range 2 West of the Louisiana Meridian, which is more particularly described as follows:



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Beginning at a point on the England Air Force Base boundary which is South 86 degrees 43 minutes 46 seconds West, 2,961.63 feet from the common corner of Fractional Sections 22 and 23 of the east boundary of Fractional Section 39 in the aforesaid township and range, also said point being on the northwesterly extension of the northwest-southeast runway at survey station 110+51.8; thence South 54 degrees West, 25 feet along said England Air Force Base boundary to a point; thence North 36 degrees 01 minute 15 seconds West, parallel to and 25 feet south of said northwesterly extension of runway centerline, 1,318.2 feet to a point; thence North 53 degrees 58 minutes 45 seconds East, 50 feet to a point; thence South 36 degrees 01 minute 15 seconds East, parallel to and 25 feet north of said northwesterly extension of runway centerline 1,318.2 feet to a point on said boundary line of England Air Force Base; thence South 54 degrees West, 25 feet along said boundary line to the point of beginning, and containing 1.51 acres, more or less.

Being that same property acquired by the United States of America by Judgment, United States District Court, Western District of Louisiana, Docket No. 8329, recorded in Conveyance Book 602, page 151 under Entry #475157, records of Rapides Parish, Louisiana.

Tract 116-E1 is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. 116E-2 - Perpetual Clearance Easement**

A tract of land lying in the Northwest Approach Zone of the northwest-southeast runway of the England Air Force Base, situated in the Parish of Rapides, State of Louisiana, being part of Sections 73 and 74, Township 4 North, Range 2 West of the Louisiana Meridian which, with ground elevations and clearance requirements, is more particularly described as follows, level datum being mean sea level and all elevated condenser discharge lights to be installed at elevation 85.0 feet:

Beginning at a point on the England Air Force Base boundary, which is South 86 degrees 29 minutes 38 seconds West, 2,982.62 feet from the common corner of Fractional Sections 22 and 23 of the east boundary of Fractional Sections 39 in aforesaid township and range, also said point being 25 feet south of the centerline of the northwesterly extension of the northwest-southeast runway and at right angles to said centerline at survey station 110+51.8, said point having a ground elevation of approximately 82.8 feet and a clearance

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above ground of approximately 2.2 feet; thence South 54 degrees West, 175 feet along said England Air Force Base boundary to a point, said point having a ground elevation of approximately 82.8 feet and a clearance above ground of approximately 2.2 feet; thence North 36 degrees 01 minute 15 seconds West, parallel to and 175 feet south of said northwesterly extension of runway centerline 892.19 feet to a point, said point having a ground elevation of approximately 82.0 feet and clearance above ground of approximately 3.0 feet; thence North 23 degrees 58 minutes 45 seconds East, 78.87 feet to a point, said point having a ground elevation of approximately 82.0 feet and clearance above ground of approximately 3.0 feet; thence North 66 degrees 01 minute 15 seconds West, 136.61 feet to a point, said point having a ground elevation of approximately 82.5 feet and clearance above ground of approximately 2.5 feet; thence North 36 degrees 01 minute 15 seconds West, parallel to and 175 feet south of said northwesterly extension of runway centerline, 358.27 feet to a point, said point having a ground elevation of approximately 81.5 feet and clearance above ground of approximately 3.5 feet; thence North 53 degrees 58 minutes 45 seconds East, 400 feet to a point, said point having a ground elevation of approximately 81.5 feet and clearance above ground of approximately 3.5 feet; thence South 36 degrees 01 minute 15 seconds East, parallel and 175 feet north of said northwesterly extension of runway centerline 1,408.2 feet to a point on said boundary line of England Air Force Base, said point having a ground elevation of approximately 82.8 feet and clearance above ground of approximately 2.2 feet; thence South 54 degrees West, 175 feet along said boundary line to a point, said point having a ground elevation of approximately 82.8 feet and clearance above ground of approximately 2.2 feet; thence North 36 degrees 01 minute 15 seconds West, parallel and 25 feet north of said northwesterly extension of runway centerline 1,318.2 feet to a point, said point having a ground elevation of approximately 81.5 feet and clearance above ground of approximately 3.5 feet; thence South 53 degrees 58 minutes 45 seconds West 50 feet to a point, said point having a ground elevation of approximately 81.5 feet and clearance above ground of approximately 3.5 feet; thence South 36 degrees 01 minute 15 seconds East, parallel and 25 feet south of said northwesterly extension of runway centerline 1,318.2 feet to the point of beginning, and containing 11.29 acres, more or less.

The Surface Plane will limit the maximum permissible heights of objects which are obstructions or potential obstructions to those heights above the elevation of the ground at each position indicated along the boundaries of Tract No. 116E-2. The vertical projection of the property corners for Tract No. 116E-2 to the Surface Plane

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forms the limits of the restrictive easement on said surface, it being intended that the Surface Plan shall be a horizontal surface at the elevations above the ground level as set forth in the tract description of Tract No. 116E-2.

Being that same property acquired by the United States of America by Judgment, United States District Court, Western District of Louisiana, Docket No. 8329, recorded in Conveyance Book 602, page 151 under Entry #475157, records of Rapides Parish, Louisiana.

Tract 116E-2 is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. 117-1 -- Access Servitude:**

Lease, Central La. State Hospital, dated September 14, 1964, covering 1.53± acres, does not appear to be of public record in the records of Rapides Parish, Louisiana. Tract No. 117-1 is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. 117-2 -- Rotating Beam Celiometer Site Lease:**

Lease, Central La. State Hospital, dated September 14, 1964, covering 0.03± acre, does not appear to be of public record in the records of Rapides Parish, Louisiana. Tract No. 117-2 is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. 117-3 -- Rotating Beam Celiometer Site Lease:**

Lease, Central La. State Hospital, dated September 14, 1964, covers 0.03± acre, does not appear to be of public record in the records of Rapides Parish, Louisiana. Tract No. 117-3 is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. 124 -- Solid State ILS Lease:**

Lease, State of Louisiana, dated June 29, 1978, covering 0.29± acre, does not appear to be of public record in the records of Rapides Parish, Louisiana. Tract No. 124 is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

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**Tract No. 120E - Waterline and Easement:**

A servitude and/or right of way together with the pipe line and appurtenances constructed thereon over and across the following described property, to-wit:

A certain piece, parcel or tract of land lying in Section 54, Township 4 North, Range 2 West, being more particularly described as a strip of land twenty (20) feet in width along and adjacent to the Western Right of Way line of Louisiana State Highway #3054 and extending from the Northern Right of Way line of Louisiana State Highway #28 in a Northerly direction to the Southern Right of Way line of Louisiana State Highway #121, all as shown on the plat of survey of Louis J. Daigre, Associates, dated November 28, 1967.

Being the same Right of Way acquired by the City of Alexandria from Louisiana State Department of Hospitals and Central Louisiana State Hospital by Act recorded in Conveyance Book 711, page 566, records of Rapides Parish, Louisiana.

Being that same property acquired by the United States of America by deed recorded at Conveyance Book 728, page 821 under Entry #558671, records of Rapides Parish, Louisiana.

Tract No. 120E is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. 121E -- Perpetual Servitude for Underground Cable:**

A tract of land situated in the Parish of Rapides, State of Louisiana, and being part of Section No. 73, Township 4 North, Range 2 West of the Louisiana Meridian, and being more particularly described as follows:

From the corner common to Fractional Sections 22 and 23, situated in the east boundary line for Fractional Section 39, Township 4 North, Range 2 West, South 86 degrees 43 minutes 46 seconds West, 2961.63 feet to a point on a northwest boundary line for England Air Force Base, said point being the intersection of the northwesterly extension of the center line for the northwest-southeast runway for said England Air Force Base, said point also being Station 110+51.8 on said extended center line;

Thence along said extended center line, North 36 degrees 01 minute 15 seconds West, 1,318.2 feet to the point of beginning, said point of beginning being the intersection of said extended center line with the northwest boundary line for a 1.51 acre tract of land over which a perpetual easement was acquired by the United States of America from Waverly E. Taylor, et al, by Declaration of Taking filed 15 June 1961 in Condemnation Proceedings (Civil No. 8329) in the District Court of the

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United States for the Western District of Louisiana, Alexandria Division, and being designated as Tract No. 116E-1 for England Air Force Base;

Thence along the north boundary line for said Tract No. 116E-1, South 53 degrees 58 minutes 45 seconds West, 20 feet to a point;

Thence 20 feet southwesterly of and parallel to said extended center line, North 36 degrees 01 minute 15 seconds West, 736 feet to a point;

Thence North 53 degrees 58 minutes 45 seconds East, 40 feet to a point;

Thence 20 feet northeasterly of and parallel to said extended center line, South 36 degrees 01 minute 15 seconds East, 736 feet to a point in the north boundary line for said Tract No. 116E-1;

Thence along the north boundary line for said Tract No. 116E-1, South 53 degrees 58 minutes 45 seconds West, 20 feet to the point of beginning, containing 0.68 acre, more or less, of which 0.08 acre is included in the description for Tract No. 116E-2,

and being part of the same land conveyed to Waverly E. Taylor, et ux, by Martha A. Marler, et al, by deed dated 18 June 1969 and recorded in Conveyance Book 738, page 713 of the records of Rapides Parish, Louisiana.

Being that same property acquired by the United States of America by Judgment, United States District Court, Western District of Louisiana, Docket No. 75-0138, recorded in Conveyance Book 849, page 265 under Entry #636779, and Conveyance Book 862, page 721 under Entry #644705, records of Rapides Parish, Louisiana.

Tract No. 121E is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

Rapides Parish Clerk of Court

**Tract No. 125E - Restrictive Easement:**

A tract of land situated in the Parish of Rapides, State of Louisiana, being a part of Fractional Sections 23, 24, 37, 38 and 39, Township 4 North, Range 2 West of the Louisiana Meridian (South Western District Louisiana), and being more particularly described as follows:

Beginning at a nail for a west corner for the City of Alexandria, Louisiana, said point also being a re-entrant corner for the existing England Air Force Base; thence along the common line between said City of Alexandria, Louisiana, property on the right and said England Air Force Base and the Central Louisiana Hospital District property on the left, North 07 degrees 59 minutes East, 1113.09 feet to a five-eighths inch iron pin; thence along the arc of a 04 degree 35 minute curve to the right having a radius of 1250 feet as follows: North 85 degrees 22 minutes 29 seconds East, 99.97 feet to a point; thence North 89 degrees 57 minutes 29 seconds East, 99.97 feet to a point; thence South 85 degrees 27 minutes 31 seconds East, 99.97 feet

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to a point; thence South 80 degrees 42 minutes 31 seconds East, 99.97 feet to a point; thence South 76 degrees 07 minutes 31 seconds East, 99.97 feet to a point; thence South 71 degrees 32 minutes 31 seconds East, 99.97 feet to a point; thence South 66 degrees 57 minutes 31 seconds East, 99.97 feet to a point; thence South 62 degrees 22 minutes 31 seconds East, 99.97 feet to a point; thence South 57 degrees 47 minutes 31 seconds East, 99.97 feet to a point; thence South 53 degrees 12 minutes 31 seconds East, 99.97 feet to a point; thence South 48 degrees 37 minutes 31 seconds East, 99.97 feet to a point; thence South 44 degrees 02 minutes 31 seconds East, 99.97 feet to a point; thence South 38 degrees 54 minutes 33 seconds East, 126.16 feet to a 2 inch pipe for a point of tangency; thence departing from said curve, South 36 degrees 01 minute East, 1587.80 feet to an iron pin situated in a northeasterly boundary line for said England Air Force Base, said point being located North 81 degrees 01 minute West, 6.91 feet from a re-entrant corner for said England Air Force Base; thence along the common line between said City of Alexandria, Louisiana, and existing England Air Force Base as follows: North 81 degrees 01 minute West, 793.09 feet to a point for a re-entrant corner for said City of Alexandria, Louisiana; thence South 08 degrees 59 minutes West, 300 feet to a point for a re-entrant corner for said England Air Force Base; thence North 81 degrees 01 minute West, 906.10 feet to a point for a southwesterly corner for said City of Alexandria, Louisiana; thence North 36 degrees 01 minute West, 890.32 feet to the point of beginning, containing 59.60 acres, more or less, of which 8.51 acres are included in Tract No. A-100.

Being that same property acquired by the United States of America by Judgment, United States District Court, Western District of Louisiana, Docket No. 831710, recorded in Conveyance Book 1095, page 573 under Entry #769880, records of Rapides Parish, Louisiana.

Tract #125E is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. 126E - Restrictive Servitude (Easement) for Safety Area:**

A tract of land situated in the Parish of Rapides, State of Louisiana, being part of Fractional Section 39, Township 4 North, Range 2 West of the Louisiana Meridian (South Western District Louisiana), and being more particularly described as follows:

Beginning at an existing one-half inch iron pin for the southernmost corner for the Central Louisiana State Hospital, et al, property, said point of beginning being a northeasterly corner for the existing England Air Force Base, situated in a northwesterly boundary line for the City of Alexandria, Louisiana; thence along the common line between said Central Louisiana State Hospital District property and existing England Air Force Base, North 36 degrees 01 minute West, 656.38 feet to a five-eighths inch iron pin; thence along the arc of a 04 degree 35 minute curve to

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the right having a radius of 1250 feet as follows: North 62 degrees 20 minutes 55 seconds East, 99.97 feet to a point; thence North 66 degrees 55 minutes 55 seconds East, 99.97 feet to a point; thence North 71 degrees 30 minutes 55 seconds East, 99.97 feet to a point; thence North 76 degrees 05 minutes 55 seconds East, 99.97 feet to a point; thence North 80 degrees 47 minutes 29 seconds East, 104.75 feet to a five-eighths inch iron pin in the common line between said Central Louisiana State Hospital District property and City of Alexandria, Louisiana, property; thence departing from said curve, along said common line, South 07 degrees 59 minutes West, 694.15 feet to the point of beginning, containing 3.84 acres, more or less. Being that same property acquired by the United States of America by deed recorded at Conveyance Book 1087, page 912 under Entry #765463, records of Rapides Parish, Louisiana.

Tract No. 126E is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor

**Tract No. 200E - Easement Deed and Servitude:**

A tract of land situated in the Parish of Rapides, State of Louisiana, being part of the Fractional Section 54, Township 4 North, Range 2 West of the Louisiana Meridian, and being more particularly described as follows:

Beginning at a 2 inch pipe situated in the common line between the Central Louisiana State Hospital property and the Weil Company, Inc., property, said point of beginning being located south 36 degrees 01 minute 15 seconds East, 2572.75 feet along the extended center line for runway 32 and North 53 degrees 58 minutes 45 seconds East, 1000 feet from the end of runway 32 at England Air Force Base; thence 1000 feet northeasterly of and parallel to said extended center line, South 36 degrees 01 minute 15 seconds East, 427.25 feet to a 2 inch pipe, said point being located South 36 degrees 01 minute 15 seconds East, 3000 feet along the extended center line and North 53 degrees 58 minutes 45 seconds East, 1000 feet from the end of said runway 32; thence perpendicular to said center line, South 53 degrees 58 minutes 45 seconds West, 427.31 feet to a 2 inch iron pipe situated in said common line; thence along said common line, North 08 degrees 59 minutes 00 seconds East, 604.26 feet to the point of beginning, containing 2.10 acres, more or less, of which 1.66 acres (which includes 0.43 acre in Tract No. 117-1) is re-acquisition of part of Tract No. 105E-4. Additional 0.08 acre is included in 117-1.

Being that same property acquired by the United States of America by deed recorded at Conveyance Book 937, page 732 under Entry #600006, and Conveyance Book 949, page 473 under Entry #695286, records of Rapides Parish, Louisiana.

Rapides Parish Clerk of Court

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Tract No. 200E is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. 201E - Expanded Clear Zone:**

A tract of land situated in the Parish of Rapides, State of Louisiana, being part of Fractional Sections 53 and 54, Township 4 North, Range 2 West, of the Louisiana Meridian and being more particularly described as follows:

Beginning at a 2 inch pipe situated in the common line between the Weil Company, Inc., property and the Central Louisiana State Hospital property, said point of beginning being located South 36 degrees 01 minute 15 seconds East, 2572.75 feet along the extended center line for runway 32 and North 53 degrees 58 minutes 45 seconds East, 1000 feet from the end of runway 32 at England Air Force Base;

Thence along said common line, South 08 degrees 59 minutes 00 seconds West, 604.26 feet to a 2 inch pipe, said point being located South 36 degrees 01 minutes 15 seconds East, 3000 feet along the extended center line for said runway and North 53 degrees 58 minutes 45 seconds East, 572.69 feet from the end of said runway;

Thence perpendicular to said extended center line, South 53 degrees 58 minutes 45 seconds West, 1572.69 feet to a point located South 36 degrees 01 minute 15 seconds East, 3000 feet along said extended center line and South 53 degrees 58 minutes 45 seconds West, 1000 feet from the end of said runway;

Thence 1000 feet southwesterly of and parallel to said extended runway, North 36 degrees 01 minutes 15 seconds West, 1695.85 feet to a point in the center line for a creek, said point being situated in the common line between said Weil Company, Inc., property and the Aylwin L. Lachney, et ux, property located South 36 degrees 01 minute 15 seconds East, 90.00 feet from a 2 inch pipe, said point also being located South 36 degrees 01 minute 15 seconds East, 1304.15 feet along the extended center line and South 53 degrees 58 minutes 45 seconds West, 1000 feet from the end of said runway;

Thence along the meanders of the center line for said creek, same being the common line between said Weil Company, Inc. and Lachney properties as follows: North 01 degree 32 minutes 24 seconds West, 79.85 feet to a point;

Thence North 07 degrees 30 minutes 41 seconds West, 205.20 feet to a point;

Thence North 22 degrees 20 minutes 20 seconds West, 169.79 feet to a point for the intersection of said center line with the south right-of-way line for State Highway No. 121;

Thence departing from said common line and center line for said creek, along the southerly right-of-way line for said highway, South 87 degrees 03 minutes 22 seconds East, 2178.55 feet to a 2 inch pipe, said point being located South 36 degrees 01 minute 15 seconds East, 2319.09 feet along said extended center line and North 53 degrees 58 minutes 45 seconds East, 1000 feet from the end of said runway, located South 36 degrees 01 minute 15 seconds East, 39.69 feet from a R. R. spike;



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Thence 1000 feet northeasterly of and parallel to said extended center line, South 36 degrees 01 minute 15 seconds East, 253.66 feet to the point of beginning, containing 64.70 acres, more or less, of which 59.05 acres is re-acquisition of part of Tract No. A-108.

Being that same property acquired by the United States of America by Judgment, United States District Court, Western District of Louisiana, Docket No. 780238, recorded in Conveyance Book 926, page 105 under Entry #682596, records of Rapides Parish, Louisiana.

Tract No. 201E is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. 202E - Expanded Clear Zone**

A tract of land situated in the Parish of Rapides, State of Louisiana, being part of Fractional Section 53, Township 4 North, Range 2 West, of the Louisiana Meridian, and being more particularly described as follows:

Beginning at a 2 inch pipe situated in the southerly right-of-way line for State Highway No. 121, said point of beginning being located South 36 degrees 01 minute 15 seconds East, 809.30 feet along the extended center line for runway 32 and South 53 degrees 58 minutes 45 seconds West, 1000 feet from the end of runway 32 at England Air Force Base;

Thence along the southerly right-of-way line for said highway, North 78 degrees 31 minutes 49 seconds East, 201.53 feet to a point in the center line for a creek;

Thence along the center line for said creek, same being the common line between the Ayiwin L. Lachney, et ux, property and the Weil Company, Inc., property as follows: South 22 degrees 20 minutes 20 seconds East, 169.79 feet to a point;

Thence South 07 degrees 30 minutes 41 seconds East, 205.20 feet to a point;

Thence South 01 degree 32 minutes 24 seconds East, 79.85 feet to a point 1000 feet southwesterly of and perpendicular to said extended center line, said point being located South 36 degrees 01 minute 15 seconds East, 90 feet from a 2 inch pipe;

Thence departing from the center line for said creek, North 36 degrees 01 minute 15 seconds West, 494.85 feet to the point of beginning, containing 1.22 acres, more or less.

Being that same property acquired by the United States of America by Judgment, United States District Court, Western District of Louisiana, Docket No. 780246, recorded in Conveyance Book 926, page 100 under Entry #682595, records of Rapides Parish, Louisiana.

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Tract No. 202E is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. 203E - Easement Deed and Servitude:**

A tract of land situated in the Parish of Rapides, State of Louisiana, being part of Fractional Section 74, Township 4 North, Range 2 West, of the Louisiana Meridian, and being more particularly described as follows:

From the corner common to Fractional Sections 22 and 23, situated in the east boundary line for the Fractional Section 39, Township 4 North, Range 2 West of the Louisiana Meridian, South 87 degrees 25 minutes West, 2791.7 feet to the point of beginning, said point of beginning being the corner common to the Central Louisiana Hospital property and the Waverly E. Taylor property, situated in a northwesterly boundary line for the existing England Air Force Base;

Thence along the common line between said Central Louisiana Hospital and Taylor properties, North 03 degrees 39 minutes 34 seconds West, 1498.13 feet to a point, said point being located North 36 degrees 01 minute 15 seconds West, along the extended center line for runway 14 and North 53 degrees 58 minutes 45 seconds East, 1000 feet from the end of runway at said England Air Force Base;

Thence 1000 feet northeasterly of and parallel to said extended center line, South 36 degrees 01 minute 15 seconds East, 2311.90 feet to a 2 inch pipe in the common line between said Central Louisiana State Hospital property and said existing England Air Force Base;

Thence along said common line as follows: South 54 degrees 00 minutes West, 197.83 feet to a point for a re-entrant corner for said existing England Air Force Base;

Thence North 36 degrees 00 minutes West, 1050 feet to a point for re-entrant corner for said Central Louisiana State Hospital property;

Thence South 54 degrees 00 minutes West, 603 feet, more or less, to the point of beginning, containing 16.40 acres, more or less, of which 16.25 acres are re-acquisition of part of Tract No. A-105E-8.

Being that same property acquired by the United States of America by deed recorded at Conveyance Book 937, page 727 under Entry #68885, and Conveyance Book 949, page 478 under Entry #695288, records of Rapides Parish, Louisiana.

Tract No. 203E is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. 204E - Expanded Clear Zone:**

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A tract of land situated in the Parish of Rapides, State of Louisiana, being part of Fractional Sections 73 and 74, Township 4 North, Range 2 West of the Louisiana Meridian, and being more particularly described as follows:

From the corner common to Fractional Sections 22 and 23, situated in the east boundary line for Fractional Section 39, Township 4 North, Range 2 West of the Louisiana Meridian, South 87 degrees 25 minutes West, 2791.7 feet to the point of beginning, said point of beginning being the corner common to the Waverly E. Taylor property and the Central Louisiana State Hospital property, situated in a northwesterly boundary line for the existing England Air Force Base;

Thence along the common line between said Taylor property and said England Air Force Base as follows: South 54 degrees 00 minutes West, 997 feet to a point for a re-entrant corner for said Taylor property;

Thence South 36 degrees 00 minutes East, 1640 feet to a point for a re-entrant corner for said existing England Air Force Base;

Thence South 54 degrees 00 minutes West, 50 feet to a point for a re-entrant corner for said Taylor property;

Thence South 36 degrees 00 minutes East, 56.88 feet to a 2 inch pipe;

Thence departing from said common line, perpendicular to the center line for runway 14-32 for England Air Force Base, South 53 degrees 58 minutes 45 seconds West, 150.50 feet to a 2 inch pipe, said point being located 1000 feet southwesterly of and perpendicular distance from said center line;

Thence 1000 feet southwesterly of and parallel to the extended center line for said runway, North 36 degrees 01 minute 15 seconds West, 2862.49 feet to a 2 inch pipe situated in the common line between said Taylor property and the Annie L. Edwards property;

Thence along said common line, North 09 degrees 20 minutes 51 seconds West, 153.89 feet to a 2 inch pipe, said point being located North 36 degrees 01 minute 15 seconds, West, 3000 feet along said extended center line and South 53 degrees 58 minutes 45 seconds West, 930.92 feet from the end of runway 14 at said England Air Force Base;

Thence perpendicular to said runway center line, North 53 degrees 58 minutes 45 seconds East, 1930.92 feet to a 2 inch pipe, said point being located North 36 degrees 01 minute 15 seconds West, 3000 feet along said extended center line and North 53 degrees 58 minutes 45 seconds East, 1000 feet from the end of runway 14;

Thence 1000 feet northeasterly of and parallel to said center line, South 36 degrees 01 minute 15 seconds East, 38.05 feet to a point in the common line between said Taylor and Central Louisiana State Hospital properties;

Thence along said common line, South 03 degrees 39 minutes 34 seconds East, 1498.13 feet to the point of beginning, containing 56.37 acres, more or less,

**LESS AND EXCEPT:**

A tract of land 100 by 500 feet, lying in the Northwest Approach Zone of the England Air Force Base, situated in the Parish of Rapides, State of Louisiana, being

Rapides Parish Clerk of Court

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part of Section 73, Township 4 North, Range 2 West of the Louisiana Meridian, the center line being more particularly described as follows:

Beginning at a point which in North 83 degrees 59 minutes West, 3651.9 feet from the common corner to Fractional Sections 22 and 23 on the east boundary of Fractional Section 39; thence North 66 degrees 42 minutes West, 500 feet to the point of termination.

This tract contains 1.15 acres, more or less,

leaving a net area of 55.22 acres, more or less, in the tract herein described, including 53.52 acres (of which 1.17 acres are included in the description of Tract No. 109E-2, 1.49 acres are included in the description of Tract No. 116E-1, and 10.31 acres are included in the description of Tract No. 116E-2) are included in the re-acquisition of part of Tract No. 105E-8.

Being that same property acquired by the United States of America by Judgment, United States District Court, Western District of Louisiana, Docket No. 780028, unrecorded, and Conveyance Book 923, page 516 under Entry #680792, records of Rapides Parish, Louisiana.

Tract No. 204E is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

**Tract No. 205E - Expanded Clear Zone:**

A tract of land situated in the Parish of Rapides, State of Louisiana, being part of Fractional Section 73, Township 4 North, Range 2 West, of the Louisiana Meridian, and being more particularly described as follows:

From the corner common to Fractional Sections 22 and 23, situated in the east boundary line for Fractional Section 39, Township 4 North, Range 2 West of the Louisiana Meridian, South 87 degrees 25 minutes West, 2791.7 feet; South 54 degrees 00 minutes West, 997 feet; South 36 degrees 00 minutes East, 1640 feet; South 54 degrees 00 minutes West, 50 feet; South 36 degrees 00 minutes East, 56.88 feet; South 53 degrees 58 minutes 45 seconds West, 130.50 feet; North 36 degrees 01 minute 15 seconds West, 2862.49 feet to a 2 inch pipe for the point of beginning, said point of beginning being situated in the common line between the Annie L. Edwards property and the Waverly E. Taylor property, said point of beginning being located North 36 degrees 01 minute 15 seconds West, 2862.49 feet along the extended center line for runway 14 and South 53 degrees 58 minutes 45 seconds West, 1000 feet from the end of runway 14 at England Air Force Base; Thence 1000 feet southwesterly of and parallel to said extended center line, South 36 degrees 01 minute 15 seconds West, 137.51 feet to a 2 inch X 2 inch hub, said point being located North 36 degrees 01 minute 15 seconds West, 3000 feet along said extended

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center line for runway 14 and South 53 degrees 58 minutes 45 seconds West, 1000 feet from the end of said runway 14;

Thence perpendicular to said extended center line, North 53 degrees 58 minutes 45 seconds East, 69.08 feet to a 2 inch pipe in said common line;

Thence along said common line, South 09 degrees 20 minutes 51 seconds East, 153.89 feet to the point of beginning, containing 0.11 acre, more or less, of which the entire 0.11 acre is a re-acquisition of part of Tract No. A-105E-8.

Being that same property acquired by the United States of America by deed recorded at Conveyance Book 917, page 605 under Entry #676889, records of Rapides Parish, Louisiana.

Tract No. 205E is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor

**Tract No. 114E - Perpetual and Assignable Easement**

A tract of land for an access road and utility lines right-of-way situated in the Parish of Rapides, State of Louisiana, being a strip of land 50.0 feet in width lying in Sections 53 and 54, Township 4 North, Range 2 West of the Louisiana Meridian, the centerline of which is more particularly described as follows:

Beginning at a point on the south right-of-way line of State Highway No. 21 at a point which is 478 feet east along said right-of-way line from its intersection with the southeasterly extension of the centerline of the northwest-southeast runway of England Air Force Base, and also being 1,013 feet west along said south right-of-way line from its intersection with the east line of the Weil Company property; thence South 9 degrees 45 minutes West along the centerline of an existing private road 1,199 feet to a point; thence South 80 degrees 15 minutes East 459.3 feet to a point; thence along the arc of a curve to the left, the radius of which is 105.0 feet, a distance of 83.9 feet to a point on the westerly line of the above described Tract No. A-114, said point being South 30 degrees 22 minutes West, 1,346.2 feet from the aforementioned intersection of the south right-of-way line of State Highway No. 21 with the east line of the Weil Company property.

Being that same property acquired by the United States of America by Judgment, United States District Court, Western District of Louisiana, Docket No. 7800, recorded in Conveyance Book 575, page 532 under Entry #462096, records of Rapides Parish, Louisiana.

Tract No. 114E is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor.

Rapides Parish Clerk of Court

November 25, 1997

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Attachment "A"

1-115-887

**Tract No. A-115E - Perpetual and Assignable Easement:**

A tract of land for an access road right-of-way situated in the Parish of Rapides, State of Louisiana, being part of Section 73, Township 4 North, Range 2 West of the Louisiana Meridian, and being 50.0 feet in width, the centerline being more particularly described as follows:

Beginning at a point on the northeasterly boundary line of the Rotating Beam Ceilometer Site located in the northwest runway approach zone of England Air Force Base, said point being South 53 degrees 58 minutes 45 seconds West 250.0 feet from Station 26+85.56 on the northwesterly extension of the centerline of the northwest-southeast runway, and also being North 83 degrees 45 minutes 50 seconds West, 3,751.46 feet from the northwest corner of Section 23; thence North 36 degrees 01 minute 15 seconds West, parallel to said extended runway centerline 414.44 feet to a point; thence along the arc of a curve to the right, the radius of which is 100.0 feet, a distance of 157.1 feet to a point; thence North 53 degrees 58 minutes 45 seconds East 106.0 feet to a point on the southwesterly boundary line of the above-described Middle Marker Beacon Site, Tract No. A-115.

This tract contains 0.78 acre, more or less.

Being that same property acquired by the United States of America by Judgment, United States District Court, Western District of Louisiana, Docket No. 7800, recorded in Conveyance Book 578, page 184 under Entry #462095, records of Rapides Parish, Louisiana.

Tract No. 115E is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor

**Powerline Servitude - 4.11 Acres**

A tract of land situated in the Parish of Rapides, State of Louisiana, in Sections 51, 52, 53 and 54, in Township 4 North, Range 2 West, of the Louisiana Meridian, being a strip 20 feet in width, lying 10 feet on each side of the following described center line:

Beginning at a point in the south line of Louisiana State Highway No. 21, said point being distant South 88 degrees 35 minutes East, 536 feet from the intersection of the South line of said highways with the West line of Section 54 aforesaid; thence from said place of beginning, South 58 degrees 13 minutes West, 3,084 feet to a point; thence North 81 degrees 57 minutes West, 5,860 feet to a point in the South line of Louisiana State Highway aforesaid; the tract hereinabove described contains 4.11 acres, more or less.

12-1-97

Being that same property acquired by the United States of America by Judgment, United States District Court, Western District of Louisiana, Docket No. 1102, recorded in Conveyance Book 290, page 512 under Entry #286884, Conveyance Book 296, page 138 under Entry #288521 and Conveyance Book 330, page 74 under Entry #306850, Conveyance Book 423, Page 247, under Entry Number 357634 records of Rapides Parish, Louisiana.

Tract No. 1

A tract of land situated in the Parish of Rapides, State of Louisiana, in Section 54, Township 4 North, Range 2 West, of the Louisiana Meridian, being a strip 20 feet in width, lying 10 feet on each side of the following described center line:

Beginning at a point in the south line of Louisiana State Highway No. 21, said point being distant South 88 degrees 35 minutes East, 536 feet from the intersection of the south line of said highway with the west line of Section 54 aforesaid; thence from said place of beginning, South 58 degrees 13 minutes West, 675 feet to a point on the west line of said Section 54. The tract hereinabove described contains .31 acres, more or less.

Tract No. 2

A tract of land situated in the Parish of Rapides, State of Louisiana, in Section 53, Township 4 North, Range 2 West, of the Louisiana Meridian, being a strip 20 feet in width, lying 10 feet on each side of the following described center line:

Commencing at a point in the south line of Louisiana State Highway No. 21, said point being distant South 88 degrees 35 minutes East, 536 feet from the intersection of the south line of said highway with the west line of Section 54, Township 4 North, Range 2 West of the Louisiana Meridian; thence from said commencing point South 58 degrees 13 minutes West, 675 feet to the point of beginning of this tract; thence South 58 degrees 13 minutes West, 2409 feet to a point; thence North 81 degrees 57 minutes West, 350 feet to a point, said point being on the center line of Middle Bayou and the west line of said Section 53;

Also, a parcel of land in the same section, township and range, commencing at a point in the south line of Louisiana State Highway No. 21, said point being distant 88 degrees 35 minutes East, 536 feet from the intersection of the south line of said highway with the west line of Section 54, Township 4 North, Range 2 West of the Louisiana Meridian; thence from said commencing point, South 58 degrees 13 minutes West, 3084.0 feet to a point; thence South 11 degrees 52 minutes East, 10.6 feet to a point in the southerly boundary of the tract hereinabove described, which last named point is the place of beginning of the tract hereinabove described; thence from said place of beginning, North 81 degrees 57 minutes West, 2.1 feet; thence South 11 degrees 52 minutes West, 18.1 feet; thence North 78 degrees 08 minutes

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East, 4.0 feet; thence north 11 degrees 52 minutes West, 18.1 feet; thence South 58 degrees 13 minutes West, 2.1 feet to the place of beginning.

The two above parcels contain, in the aggregate, 1.27 acres, more or less.

Tract No. 3

A tract of land situated in the Parish of Rapides, State of Louisiana, in Section 52, Township 4 North, Range 2 West, of the Louisiana Meridian, being a strip 20 feet in width, lying 10 feet on each side of the following described center line:

Commencing at a point in the south line of Louisiana State Highway No. 21, said point being distant South 88 degrees 35 minutes East, 536 feet from the intersection of the south line of said highway with the west line of Section 54, Township 4 North, Range 2 West of the Louisiana Meridian; thence from said commencing point South 58 degrees 13 minutes West, 3,084 feet to a point; thence North 81 degrees 57 minutes West, 350 feet to the east line of said Section 52 and the center line of Middle Bayou said point being the point of beginning of this tract; thence North 81 degrees 57 minutes West, 594 feet to a point which is on the east property line of the Eugene Nabors, et al, property. The tract hereinabove described, being a part of Lot 8 of the Open Land Subdivision of Cedar Grove Plantation, contains 0.27 acre, more or less.

Tract No. 4

A tract of land situated in the Parish of Rapides, State of Louisiana, in Section 52, Township 4 North, Range 2 West, of the Louisiana Meridian, being a strip 20 feet in width, lying 10 feet on each side of the following described center line:

Commencing at a point in the south line of Louisiana State Highway No. 21, said point being distant South 88 degrees 35 minutes East, 536 feet from the intersection of the south line of said highway with the west line of Section 54, Township 4 North, Range 2 West of the Louisiana Meridian; thence from said commencing point South 58 degrees 13 minutes West, 3,084 feet to a point; thence North 81 degrees 57 minutes West, 944 feet to the point of beginning of this tract, said point of beginning also being on the west property line of the William E. Cooper Tract; thence North 81 degrees 57 minutes West, 554 feet to a point which is on the east property line of the Mary Lee Willson Tract. The tract hereinabove described, being a part of Lot 7 of the Open Land Subdivision of Cedar Grove Plantation, contains 0.26 acre, more or less.

Tract No. 5

A tract of land situated in the Parish of Rapides, State of Louisiana, in Section 52, Township 4 North, Range 2 West, of the Louisiana Meridian, being a



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strip 20 feet in width, lying 10 feet on each side of the following described center line:

Commencing at a point in the south line of Louisiana State Highway No. 21, said point being distant South 88 degrees 35 minutes East, 536 feet from the intersection of the south line of said highway with the west line of Section 54, Township 4 North, Range 2 West of the Louisiana Meridian; thence from said commencing point South 58 degrees 13 minutes West, 3,004 feet to a point; thence North 81 degrees 57 minutes West, 1,498 feet to the point of beginning of this tract, said point of beginning being on the west property line of the Eugene Nabors, et al tract; thence North 81 degrees 57 minutes West, 560 feet to a point which is on the east property line of the Birdie C. Pierson Tract. The tract hereinabove described, being a part of Lot 6 of the Open Land Subdivision of Cedar Grove Plantation, contains 0.26 acre, more or less.

Tract No. 6

A tract of land situated in the Parish of Rapides, State of Louisiana, in Section 52, Township 4 North, Range 2 West, of the Louisiana Meridian, being a strip 20 feet in width, lying 10 feet on each side of the following described center line:

Commencing at a point in the south line of Louisiana State Highway No. 21, said point being distant South 88 degrees 35 minutes East, 536 feet from the intersection of the south line of said highway with the west line of Section 54, Township 4 North, Range 2 West of the Louisiana Meridian; thence from said commencing point South 58 degrees 13 minutes West, 3,004 feet to a point; thence North 81 degrees 57 minutes West, 2,058 feet to the point of beginning of this tract, said point of beginning being on the west property line of the Mary Lee Willson Tract; thence North 81 degrees 57 minutes West, 575 feet to a point; which is on the east property line of the David K. Cooper Tract. The tract hereinabove described, being a part of Lot 5 of the Open Land Subdivision of Cedar Grove Plantation, contains 0.26 acre, more or less.

Tract No. 7

A tract of land situated in the Parish of Rapides, State of Louisiana, in Section 52, Township 4 North, Range 2 West, of the Louisiana Meridian, being a strip 20 feet in width, lying 10 feet on each side of the following described center line:

Commencing at a point in the south line of Louisiana State Highway No. 21, said point being distant South 88 degrees 35 minutes East, 536 feet from the intersection of the south line of said highway with the west line of Section 54, Township 4 North, Range 2 West of the Louisiana Meridian; thence from said commencing point South 58 degrees 13 minutes West, 3,004 feet to a point; thence North 81 degrees 57 minutes West, 2,633 feet to the point of beginning of this tract,

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said point of beginning being on the west property line of the Birdie C. Pierson Tract; thence North 81 degrees 57 minutes West, 586 feet to a point which is on the east property line of the Aza Cooper Tract. The tract hereinabove described, being a part of Lot 4 of the Open Land Subdivision of Cedar Grove Plantation, contains 0.27 acre, more or less.

Tract No. 8

A tract of land situated in the Parish of Rapides, State of Louisiana, in Section 52, Township 4 North, Range 2 West, of the Louisiana Meridian, being a strip 20 feet in width, lying 10 feet on each side of the following described center line:

Commencing at a point in the south line of Louisiana State Highway No. 21, said point being distant South 88 degrees 35 minutes East, 536 feet from the intersection of the south line of said highway with the west line of Section 54, Township 4 North, Range 2 West of the Louisiana Meridian; thence from said commencing point South 58 degrees 13 minutes West, 3,004 feet to a point; thence North 81 degrees 57 minutes West, 3,219 feet to the point of beginning, said point of beginning being on the west property line of the David K. Cooper Tract; thence North 81 degrees 57 minutes West, 1,860 feet to a point on the west line of Section 52, said point being on the east property line of the Stella Boller Tract. The tract hereinabove described, being a part of Lots 1, 2 and 3 of the Open Land Subdivision of Cedar Grove Plantation, contains 0.85 acre, more or less.

Powerline Servitude is shown on Boundary Survey of England Industrial Airpark and Community, page 2 of Drawing No. 8608, dated November 28, 1995, by William J. Wood, Jr., Registered Professional Land Surveyor

Rapides Parish Clerk of Court

Agreement to Purchase Trees, granted by the United States of America to George J. Vanderlick, et ux as per act recorded at Conveyance Book 1015, page 235 under Entry #730130, records of Rapides Parish, Louisiana, within the Runway 36 Approach-Departure Zone to England Air Force Base.

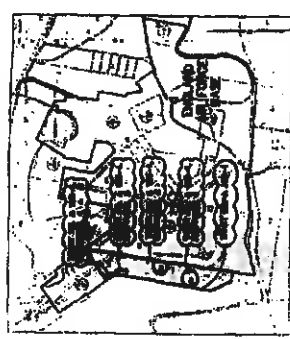
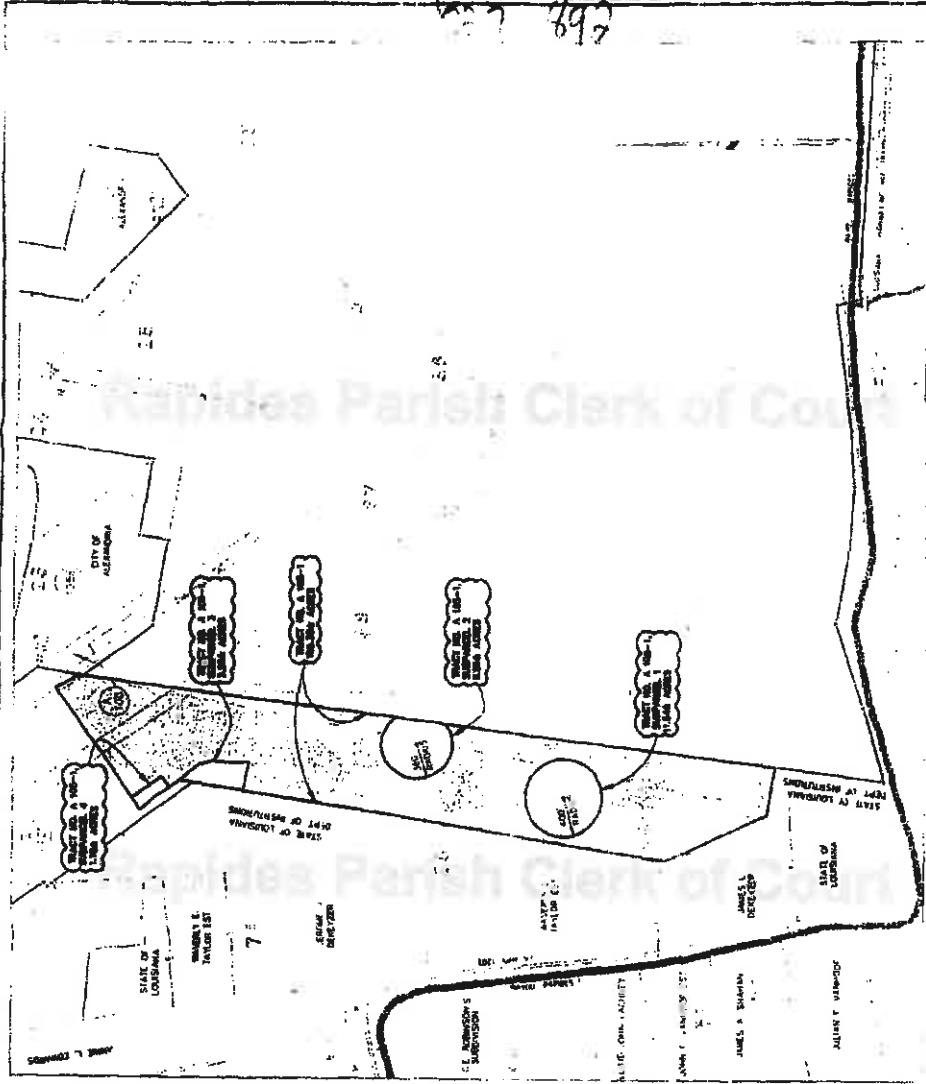
Agreement to Purchase Trees, granted by the United States of America to Henry L. Peterman, et ux as per act recorded at Conveyance Book 1015, page 238 under Entry #730131, records of Rapides Parish, Louisiana.

Agreement to Purchase Trees, granted by the United States of America to Rosalie Vanhoof Mathews, et al as per act recorded at Conveyance Book 1015, page 241 under Entry #730132, records of Rapides Parish, Louisiana.

Rapides Parish Clerk of Court

|         |   |
|---------|---|
| DATE    | 12/27/77  |
| PROJECT | RECONSTRUCTION OF TRACT 22, A 100-1-200 PARCELS TRACT |
| CLIENT  | AIR FORCE BASE GOVERNMENT AGENCY                      |
| SCALE   | AS SHOWN  |
| DATE    | 12/27/77  |
| PROJECT | RECONSTRUCTION OF TRACT 22, A 100-1-200 PARCELS TRACT |
| CLIENT  | AIR FORCE BASE GOVERNMENT AGENCY                      |
| SCALE   | AS SHOWN  |

1 OF 1



VICINITY MAP

LEGEND  
 PROPERTY LINE  
 SECTION NUMBER  
 TRACT BOUNDARY

NOTES:  
 1. THE PLAN IS TO BE CONSIDERED AS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.  
 2. THE PLAN IS TO BE CONSIDERED AS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.  
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 9. THE PLAN IS TO BE CONSIDERED AS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.  
 10. THE PLAN IS TO BE CONSIDERED AS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

EXHIBIT  
 8-1

PAN AMERICAN ENGINEERS - ALEXANDRIA, INC.  
 P.O. BOX 10117  
 MONROE, LA. 70130

Rapides Parish Clerk of Court

Rapides Parish Clerk of Court



DATE: 11/17/78  
 DRAWN BY: P.A.L.  
 CHECKED BY: P.A.L.

PROJECT: AIR FORCE BASE CONVERSION AGENCY  
 DRAWING NO: 87-2  
 SHEET NO: 1 OF 1

SCALE: AS SHOWN  
 DATE: 11/17/78

PROJECT: AIR FORCE BASE CONVERSION AGENCY  
 DRAWING NO: 87-2  
 SHEET NO: 1 OF 1

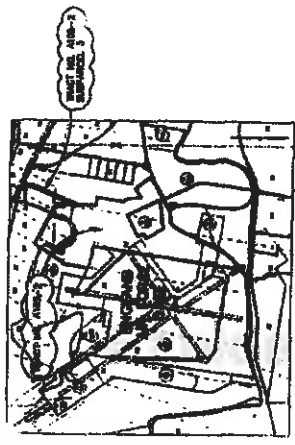
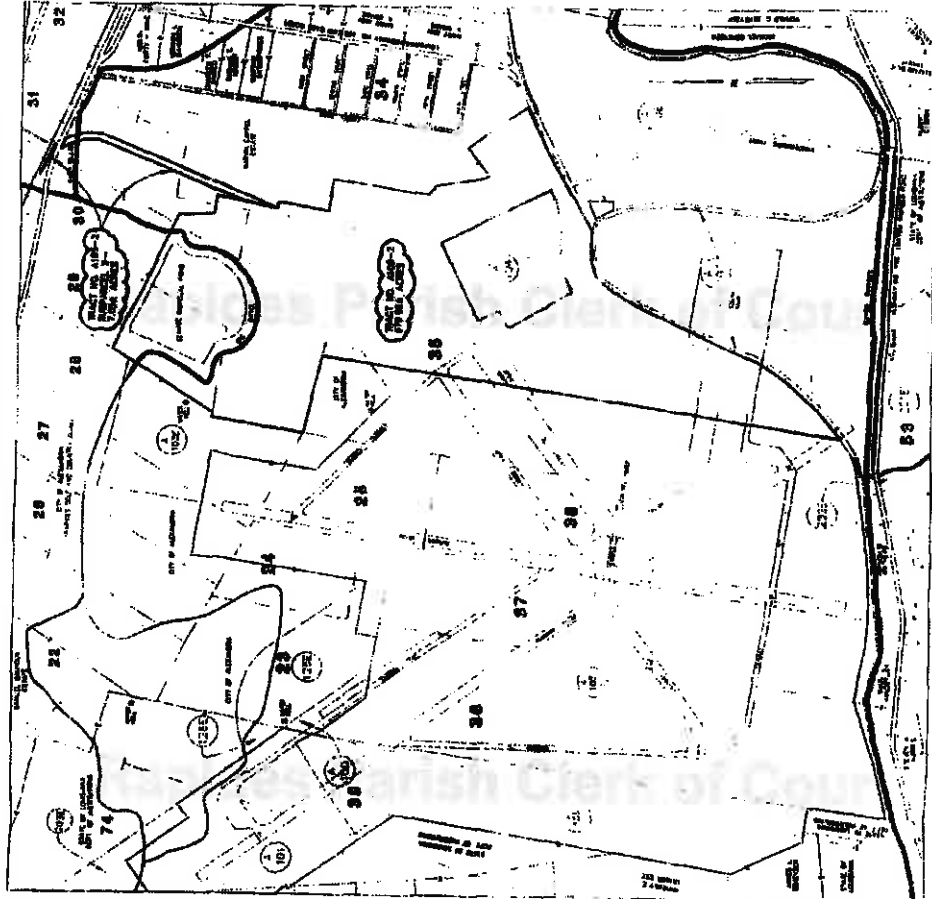
PROJECT: AIR FORCE BASE CONVERSION AGENCY  
 DRAWING NO: 87-2  
 SHEET NO: 1 OF 1

PROJECT: AIR FORCE BASE CONVERSION AGENCY  
 DRAWING NO: 87-2  
 SHEET NO: 1 OF 1

PROJECT: AIR FORCE BASE CONVERSION AGENCY  
 DRAWING NO: 87-2  
 SHEET NO: 1 OF 1

PROJECT: AIR FORCE BASE CONVERSION AGENCY  
 DRAWING NO: 87-2  
 SHEET NO: 1 OF 1

PROJECT: AIR FORCE BASE CONVERSION AGENCY  
 DRAWING NO: 87-2  
 SHEET NO: 1 OF 1



VICINITY MAP

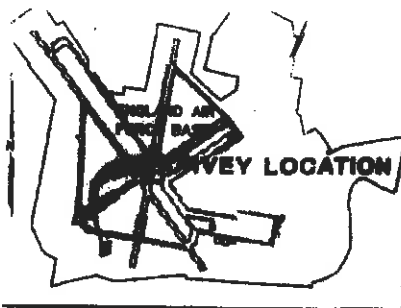
- LEGEND**
- PROPERTY LINE
  - SETBACK NUMBER
  - TRACT EQUIPMENT

NOTE: THIS MAP IS THE PROPERTY OF PAN AMERICAN ENGINEERS - ALEXANDRIA, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PAN AMERICAN ENGINEERS - ALEXANDRIA, INC.

EXHIBIT B-2

PAN AMERICAN ENGINEERS - ALEXANDRIA, INC.  
 1015 JACOBSON STREET, ALEXANDRIA, LA 71301





VICINITY MAP

**LEGEND**

- = SET 5/8" IRON ROD
- P.O.B. = POINT OF BEGINNING
- = SECTION LINE

● PAN AMERICAN ENGINEERS - ALEXANDRIA, INC. DRAWING NO. 8608. DATED NOVEMBER 1997

● UNDATED DRAWING BY THE EARTH TECHNOLOGY CORPORATION ENTITLED "WELL PROPERTY AND ACQUITT PENTATION INITIAL ASSESSMENT"

● STATE OF LOUISIANA: STATE RECORD FORM FOR STATE SURVEY NO. 16RA692.

**BASIS OF BEARINGS:**

- THE BEARINGS INDICATED HEREON ARE GRID BEARINGS.

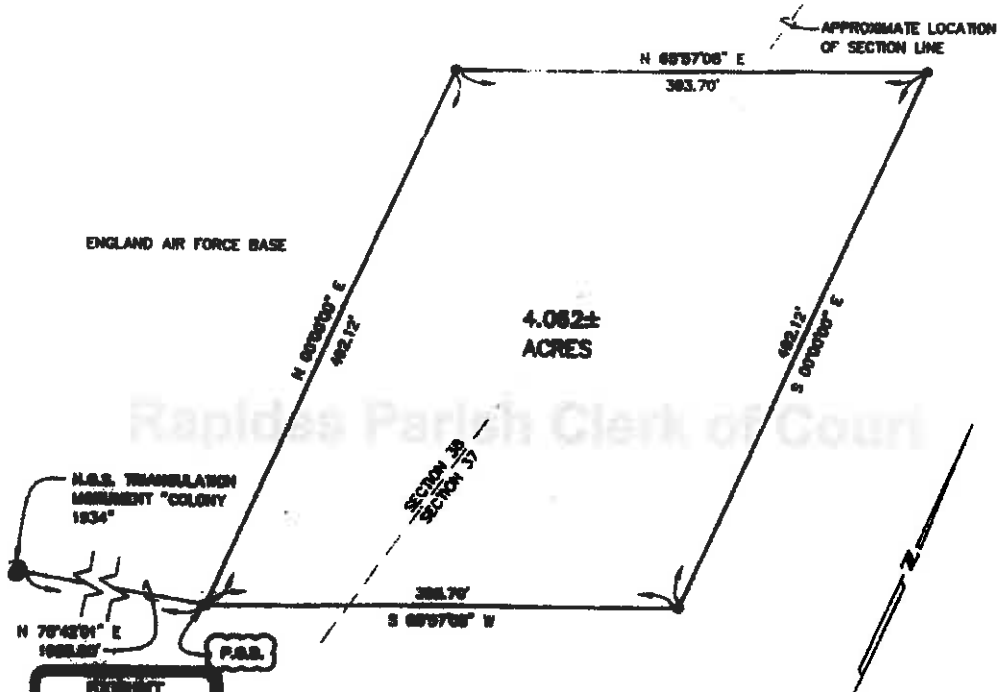
**FLOOD NOTE:**

- THE SURVEYED TRACT IS LOCATED IN ZONE 'C' PER THE F.E.M.A. FLOOD INSURANCE RATE MAPS FOR RAPIDES PARISH, LOUISIANA; COMMUNITY - PANEL NO. 20145-140C MAP REVISED AUGUST 19, 1988.

**NOTES:**

- I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION AND CONFORMS TO THE REQUIREMENTS FOR THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS FOUND IN LOUISIANA ADMINISTRATIVE CODE TITLE 46; LXI, CHAPTER 25 FOR CLASS "B" SURVEYS.

- THE SURVEYED TRACT DOES NOT HAVE DIRECT OR CONTIGUOUS ACCESS TO A PUBLIC RIGHT OF WAY.



**FOR: AFBCA/DC ENGLAND  
BOUNDARY SURVEY TO INDICATE A 4.062±  
ACRE TRACT LOCATED IN SECTIONS 37 AND  
38, TOWNSHIP 4 NORTH, RANGE 2 WEST,  
RAPIDES PARISH, LOUISIANA.**

PAN AMERICAN ENGINEERS - ALEXANDRIA, INC.

P.O. BOX 89 100 0 100 200 Feet  
1717 JACKSON STREET  
ALEXANDRIA, LOUISIANA

BAR SCALE NOT INTENDED FOR CRITICAL DIMENSIONS

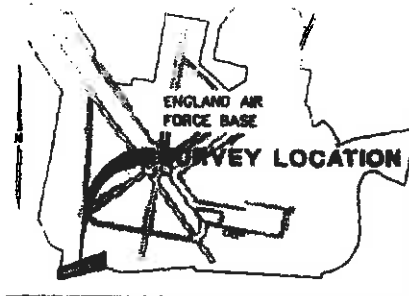
SCALE:  
1" = 100'

DATE:  
10/18/07

BOOK:  
517

APPROVED:  
[Signature]

JOB NO. 5874



VICINITY MAP

**LEGEND**

- = SET 5/8" IRON ROD
- P.O.B. = POINT OF BEGINNING
- R— PROPERTY LINE

UNDATED DRAWING BY THE FARTH TECHNOLOGY CORPORATION, ENTITLED "WELL PROPERTIES AND MONUMENT LANTATION - INITIAL ASSESSMENT".

STATE OF LOUISIANA SITE RECORD FORM FOR STATE SURVEY NO. 16RA702

**BASIS OF BEARINGS:**

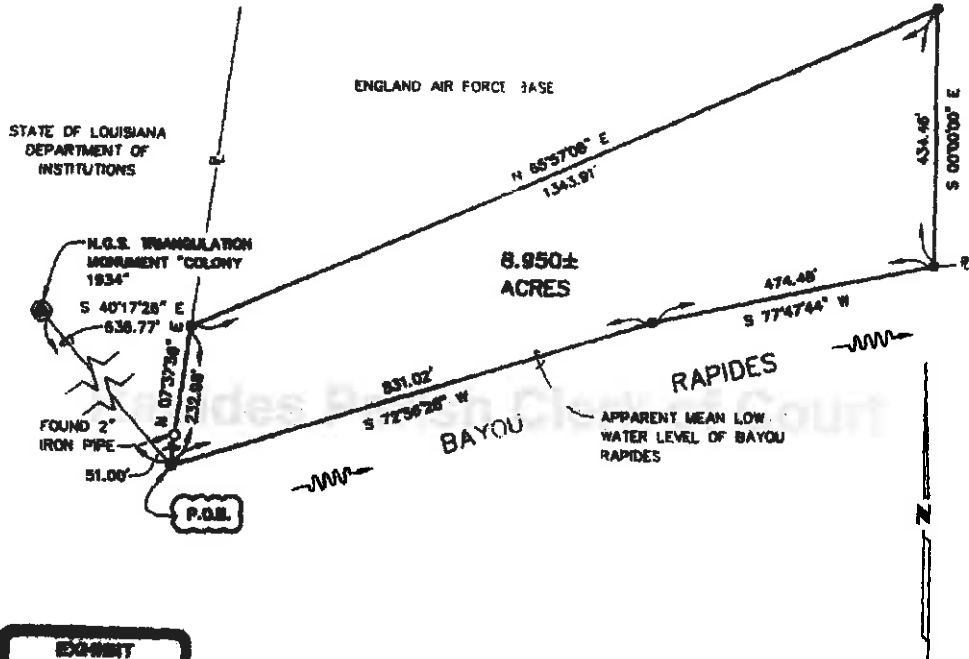
- THE BEARINGS INDICATED HEREIN ARE GRID BEARINGS.

**FLOOD NOTE:**

- THE SURVEYED TRACT IS LOCATED IN ZONES 'AS' AND 'C' PER THE F.E.M.A. FLOOD INSURANCE RATE MAPS FOR RAPIDES PARISH, LOUISIANA; COMMUNITY PANEL NO. 27015 0140C. MAP REVISED AUGUST 19, 1986

**NOTES:**

- I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION AND CONFORMS TO THE REQUIREMENTS FOR THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS FOUND IN LOUISIANA ADMINISTRATIVE CODE TITLE 46: CHAPTER 25 FOR CLASS "B" SURVEYS



**FOR: AFBCA/DC ENGLAND  
BOUNDARY SURVEY TO INDICATE A 8.950±  
ACRE TRACT LOCATED IN SECTION 38,  
TOWNSHIP 4 NORTH, RANGE 2 WEST,  
RAPIDES PARISH, LOUISIANA.**

MAN AMERICAN ENGINEERS - ALEXANDRIA, INC.

P.O. BOX 80 200 0 200 400 Feet  
1717 JACKSON STREET  
ALEXANDRIA, LOUISIANA BAR SCALE NOT INTENDED FOR CRITICAL DIMENSIONS

SCALE:  
1"=200'

DATE:  
10/18/97

BOOK:  
17

APPROVED:  
TCD

JOB NO. 5874  
DRAWING NO. R977

1027-897

**NOTICE OF HAZARDOUS WASTE RELEASE**

Notice is hereby given that the tables and information set out below (Hazardous Materials/Chemicals Table) from the Base-Wide ERS and its Supplement and made a part of this instrument contain a notice of hazardous substances that have been stored for one year or more, or known to have been released, or disposed of, on certain portions of Tract A105-11 and A105-1, England Air Force Base, and the dates that such storage, release, or disposal took place. This notice is required under authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund"), 42 U.S.C. § 9620(h).

**Tract A105-11 and A105-1, Airfield Area**

| Substance               | Regulatory Synonym(s) | CAS Registry Number | Quantity | Date | Hazardous Waste ID Number (if available) | Response | Remarks  |
|-------------------------|-----------------------|---------------------|----------|------|--|----------|--|
| Benzo(a)-anthracene     |                       | 56-55-3             | Unknown  | Unk. | N/A                                      | Yes      | Area Limited to Airfield and Aviation Support. |
| Indeno-(1,2,3-cd)pyrene |                       | 193-39-5            | Unknown  | Unk. | N/A                                      | Yes      | Area Limited to Airfield and Aviation Support. |
| Benzo(b)-fluoranthene   |                       | 205-99-2            | Unknown  | Unk. | N/A                                      | Yes      | Area Limited to Airfield and Aviation Support. |
| Benzo(a)-pyrene         |                       | 50-32-8             | Unknown  | Unk. | N/A                                      | Yes      | Area Limited to Airfield and Aviation Support. |
|                         |                       |                     |          |      |  |          |  |

Rapides Parish Clerk of Court

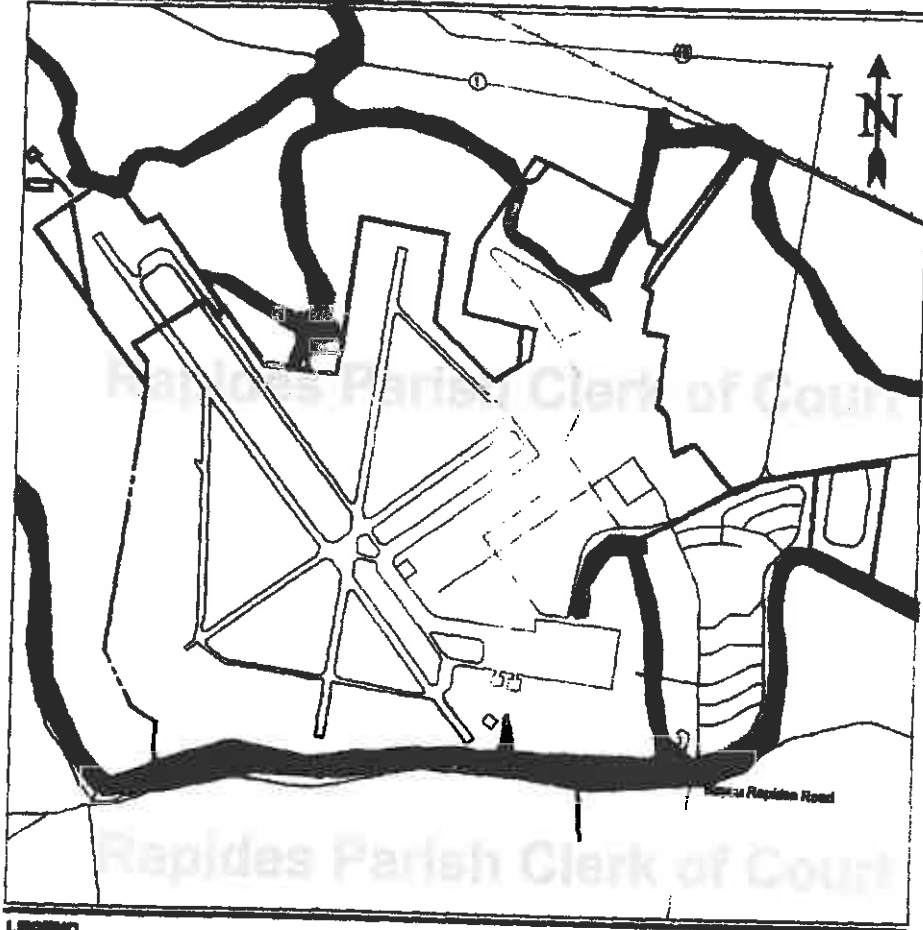
FINAL

SAENGLANDABIA.PDFP960.DOC

23 September 1996

Attachment "B" 1 of 3





LEGEND

 Wetlands  
 Ref: CCE, Oct 95.

England AFB  
Wetlands



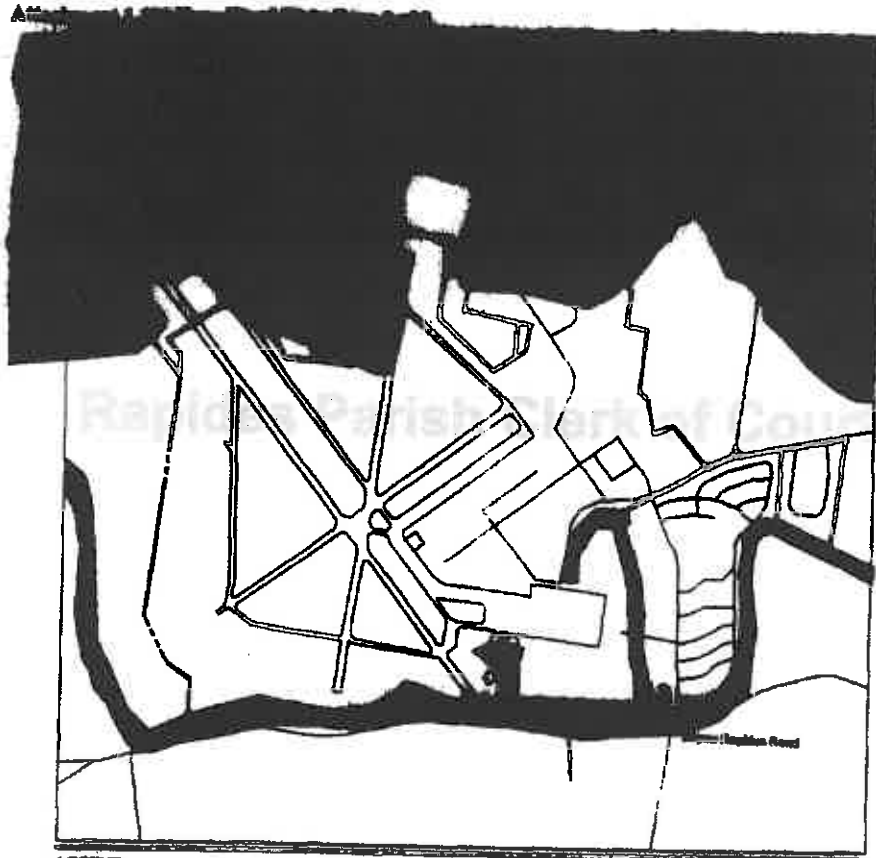
FINAL

107 617


705

22 490

England AFB POST



**LEGEND**


 100 Year Flood Plain.  
 Ref: EAFB Disposal and Reuse ES, Nov 92.

**England AFB**  
**100 Year Flood Plain**



Rapides Parish Clerk of Court

FINAL

S:\ENGLAND\BLAPD\F960.DOC

23 September 1996

Attachment "B" 3 of 3

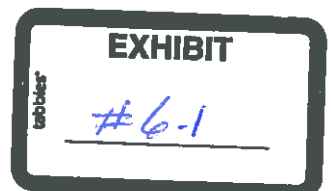
**CERTIFICATE OF TITLE TO THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE PARISH OF RAPIDES STATE OF LOUISIANA, TO WIT:**

A certain tract or parcel of land, together with all buildings and improvements thereon, and all rights, ways and privileges thereto appertaining, being, lying and situated in Rapides Parish, Louisiana and being more fully described as follows

**All that portion of Sections (37), (38) and (39) Township (4) North Range (2) West and being colored in yellow on attached plat and see for reference COB 1527 page 845 and COB 1540 page 193 records of the Rapides Parish Clerk of Courts office**

WE HEREBY CERTIFY that we have examined the Conveyance Indices in the Office of the Clerk and Recorder in and for **Rapides Parish, La.**, since **Various Dates Below** and that there have been recorded the following instruments through which the above described property was conveyed to: **ENGLAND ECONOMIC AND INDUSTRIAL DEVELOPMENT DISTRICT**

- 1) **JUDGMENT ON DECLARATION OF TAKING: Mary Lee Wilson et al to United States of America, dated January 17, 1944 COB 284 page 501**
- 2) **CASH SALE: Standard Oil of Louisiana to The United States of America, dated December 6, 1943 COB 284 page 462**
- 3) **CASH SALE: Elizabeth Taylor (single) to The United States of America, dated July 5, 1943 COB 279 page 334**
- 4) **CASH SALE: Thomas S. Andrews (Elizabeth) to The United States of America, dated June 16, 1943 COB 279 page 213**
- 5) **JUDGMENT ON TAKING: State of Louisiana and T. S. Andrews et al to The United States of America, dated August 27, 1943 COB 279 page 481**
- 6) **QUIT CLAIM: The United States of America (Acting by and through the Secretary of Air Force) to England Economic and Industrial Development, dated January 15, 1998 COB 1527 page 845**
- .....
- 7) **CASH SALE: Central Louisiana State Hospital to The United States of America, dated August 19, 1953 COB 452 page 478**
- 8) **QUIT CLAIM: The United States of America through the Department of Air Force to England Economic and Industrial Development, dated August 4, 1998 COB 1540 page 193**



**WE FURTHER CERTIFY** that we find no adverse alienations of the above described property in any of the above names (excluding Oil Leases and Timber Sales which have expired by their own recited terms, or which have been specifically released of record, or transfers of mineral and royalty interest by parties other than the fee title owners.) except as follows:

- 1) **NOTE:** As a precaution see Easement for Road or Street, dated March 4, 1976 COB 872 page 247
- 2) **NOTE:** For reference see Act of Exchange between England Economic and Industrial Development District and Jerome J. Dekeyzer (Carolyn) COB 1632 page 367  
  
**NOTE:** Not sure if this is part of captioned
- 3) **AGREEMENT:** Between The United States of America and England Economic and Industrial Development, dated September 30, 2011, MOB 2623 page 549
- 4) **AGREEMENT:** Between The United States of America and England Economic and Industrial Development, dated September 29, 2011, MOB 2625 page 719

WE FURTHER CERTIFY that a search of the Mortgage records in any of the above names, specifically as they appear in the certificate, reveals no uncanceled encumbrances affecting the above described property (excluding encumbrances more than 20 years old) except as follows:

**NONE DURING THE PERIOD COVERED HEREBY**

**Assessed to: ENGLAND ECONOMIC & INDUSTRIAL  
DEVELOPMENT**

**Assessment Number:**

**TAXES: FOR 2012 TAXES**

**THIS CERTIFICATE is made upon the mutual understanding that the maker hereof has not examined all instruments and proceedings in the chain of title of the above described real estate; that the same is not intended to cover the legality or the sufficiency of any of the instruments or proceedings in the chain of title.**

**THIS CERTIFICATE is prepared for the use and benefit of RICKY SOOTER and no liability to any other party is assumed hereunder.  
IN TESTIMONY WHEREOF, witness our signature of Alexandria, Louisiana, on  
the   14   of   FEBRUARY   A.D., 2013**

**WAKEFIELD**

**ABSTRACT & TITLE CO.**

