Exhibit A. Progress Point Site Partial Title Abstract





Progress Point Site Partial Title Abstract

ORIGINAL TITLE RESEARCH REPORT

OWNER

The Iberia Parish Economic Development Authority

ACQUISITION

The Iberia Parish Economic Development Authority

Boundary Agreement

AND Book: 1619
Page: 885

Joshua Randall Rhodes, husband of Filed: 2/10/2017
Renee Elizabeth Gaston Rhodes

The Iberia Parish Economic Development Authority

Cash Sale
Book: 1594

FROM Page: 525

Ruby Tauriac Ledet, et al Date: 11/24/2015 Filed: 11/30/2015

The Iberia Parish Economic Development Authority

Cash Sale

Book: 1551 FROM Page: 130 Date: 2/3/2014

Succession of Irin Tauriac, Sr., et al Filed: 2/5/2014

The Iberia Parish Economic Development Authority

Cash Sale with Options to Purchase

FROM Book: 1503
Page: 165
Date: 4/23/2012

Ruby Tauriac Ledet, et al Filed: 4/23/2012

DESCRIPTION OF THE PROPERTY

See Attached Deed

EXISTING RIGHT OF WAY

Louisiana Intrastate Gas Corporation

FROM

Wilfred Tauriac

Right of Way Permit

Book: 469 Page: 395

Date: 4/21/1965

Filed: 5/12/1965

Thus done and signed at Iberia Parish, Louisiana, on this 1 day of February 2018.

Ryan Voorhies

Real Estate Specialist

CSRS, Inc.

Iberia Parish Recording Page

Michael Thibodeaux Iberia Parish Clerk of Court P. O. Drawer 12010

New Iberia, LA 70562-2010 (337) 365-7282

Received From:

SIMON & SIMON P.O. BOX 9260 NEW IBERIA, LA 70562-9260

First VENDOR

IBERIA ECONOMIC DEVELOPMENT AUTHORITY

First VENDEE

RHODES, JOSHUA RANDALL

Index Type: CONVEYANCES

Type of Document: AGREEMENT

Recording Pages:

7

File Number: 2017-00001334

Book: 1619

Page: 885

Recorded Information

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

> Miles Chierang Clerk of Court

On (Recorded Date): 02/10/2017

At (Recorded Time): 4:04:57PM

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STATE OF LOUISIANA

PARISH OF IBERIA

BOUNDARY AGREEMENT

BE IT KNOWN, that on the date or dates indicated below, before the undersigned Notary or Notaries Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

THE IBERIA ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the State of Louisiana, whose mailing address is 101 Burke Street, New Iberia, LA 70560, herein represented by JOHN BELLEFONTAINE, its Chairperson duly authorized by resolution attached hereto, hereafter referred to as "IEDA"; and

JOSHUA RANDALL RHODES and RENEE ELIZABETH GASTON RHODES, huband and wife domiciled in Iberia Parish, Lousiana, whose mailing address is 2818 Mayo Street, New Iberia, LA 70560, hereafter referred to as the "Rhodes";

Who, after being duly sworn, did stipulate and agree as follows:

- 1. Reference is made to that *Plat of Survey Showing Boundary Line Adjustment Between Joshua R. Rhodes, Et Al and Iberia Economic Development Authority*, hereafter the "Boundary Plat", prepared by Travis S. Bodin, P.L.S., dated January, 2017, a duplicate of which is attached hereto.
- 2. By cash sale dated September 6, 2014, filed for record December 10, 2014 at Conveyance Book 1572, at Page 192, under File No. 2014-00011679 of the Iberia Parish public records, the Rhodes acquired from Jason Scott Burgess and Cheree Michelle Landry Burgess a tract of land fronting on an extension of Mayo Street in Iberia Parish.
- 3. By cash sale dated February 3, 2014 and following, filed for record February 5, 2014 at Conveyance Book 1551, at Page 130, under File No. 2014-00000996 of the Iberia Parish public records IEDA acquired from Ruby Tauriac Ledet, et als a 31.500 acre tract of land situated north of and adjacent to a portion of the property of the Rhodes referred to above and by cash sale dated November 24, 2015 and following, filed for record November 30, 2015 at Conveyance Book 1594, at Page 525, under File No. 2015-00011530 of the Iberia Parish public records IEDA acquired from Ruby Tauriac Ledet, et als a 6.836 acre tract of land situated north of and adjacent to a portion of the property of the Rhodes referred to above, adjacent to the land previously acquired by IEDA.
- 4. The properties acquired by the Rhodes and by IEDA are contiguous, as shown on the Boundary Plat.

- 5. The Rhodes and/or their predecessors in title have constructed improvements that encroach from the Rhodes' property onto the adjacent property of IEDA, including a fence and treehouse.
- 6. IEDA and the Rhodes desire to execute this agreement to fix the boundaries between their respective properties and to make agreements concerning the removal of encroachments on the IEDA property.
- 7. In consideration of the mutual agreements contained herein, and in order to compromise their claims and fix the boundary between their respective properties and make related agreements, IEDA and the Rhodes agree as follows:
 - a. The agreed and adjusted boundary between the properties of IEDA and the Rhodes shall be that line beginning at that point located S69°03′50″W 172.82 feet from the western edge of Mayo Street as shown on the Boundary Plat, reset with a ¾″ iron pipe as part of the survey and marked as Point C on the Boundary Plat, then proceeding N71°11′18″E 61.89 feet to the point marked as Point B on the Boundary Plat, then proceeding N60°31′05″E 15.44 feet to the point marked as point A on the Boundary Plat, then proceeding S69°03′50″W 72.22 feet to the northwest corner of the Rhodes' property.
 - b. IEDA quitclaims and conveys to the Rhodes, without warranty of title or condition, all rights, title and interest in and to that area labeled Parcel 1-1 on the Boundary Plat, being a triangular area containing 88.46 square feet, within the points marked ABCA on the Boundary Plat.
 - c. The Rhodes quitclaim and convey to IEDA, without warranty of title or condition, all rights, title and interest in and to that area labeled "AREA OF ENCROACHMENT 405.56 SQ. FT./0.009 ACRES" on the Boundary Plat and agree that IEDA may remove all fencing and other improvements from that area. IEDA agrees to leave the fencing for future use by the Rhodes.

THUS SIGNED ON January <u>ZC</u>, 2017, at New Iberia, Iberia Parish, Louisiana, in the presence of the undersigned Notary Public, qualified in said State and Parish, and the undersigned competent witnesses, who have signed with the appearer after due reading of the whole.

WITNESSES:

THE IBERIA ECONOMIC DEVELOPMENT AUTHORITY

BY: // C

OHN BELLEFONTAINE Chaire

JOHN SEFFREY SIMON, NOTARY PUBLIC

(La. Notary No. 32531)

Book: 1619 Pag

JOHN JEFFREY SIMON
STATE OF LOUISIANA
JBERIAPARISH
Wile Productors at Death
Tommission Expires at Death

🍇 2017-00001334 Seq: 3

THUS SIGNED ON February 2., 2017, at New Iberia, Iberia Parish, Louisiana, in the presence of the undersigned Notary Public, qualified in said State and Parish, and the undersigned competent witnesses, who have signed with the appearers after due reading of the whole.

WITNESSES:

OSHUA RANDALI RHODES

Rence Elizabeth Gaston Rhoder RENEE ELIZABETH GASTON RHODES

JOHN EFFREY SIMON, NOTARY PUBLIC

(La. Notary No. 32531)

JOHN JEFFREY SIMON STATE OF LOUISIANA IBERIA PARISH Notary Public No. 32531 Mr Commission Expires at Death



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE IBERIA ECONOMIC DEVELOPMENT AUTHORITY

BE IT RESOLVED that the Chairperson of the Board of Commissioners of the Iberia Economic Development Authority is hereby authorized and empowered for and on behalf of, and in the name of the Authority to execute a boundary agreement with Joshua R. Rhodes and Renee Elizabeth Gaston Rhodes fixing the boundary between property of the Authority and Rhodes property at 2818 Mayo Street, Iberia Parish, to establish the boundary so as to reduce fence encroachments on Authority property and place tree and treehouse outside of Authority property, such agreement to contain such additional terms and conditions as the Chairperson in his discretion deems appropriate, and that he is authorized to execute any documents necessary to accomplish the same, this resolution to be effective immediately upon adoption.

I certify that I am the duly acting and qualified Secretary of the Board of Commissioners of the Iberia Economic Development Authority and that the above and foregoing constitutes a true and correct copy of resolution duly adopted at a meeting of the Board of Commissioners held on January 26, 2017, at which meeting a quorum was present and voted in favor of said resolutions, and said resolutions have never been modified or rescinded and are still in full force and effect.

Date: January 26, 2017

Signature

Print Name: Denny Her

Title: Secretary

Iberia Economic Development Authority



IBERIA PARISH GOVERNMENT

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February 10, 2017

Travis S. Bodin Fenstermaker and Associates 135 Regency Square Lafayette, LA 70508

RE: Plat of Survey Showing Boundary Line Adjustment between JOSHUA R RHODES, ET AL and IBERIA ECONCOMIC DEVELOPMENT AUTHORITY (IEDA).

Dear Mr. Bodin,

By the authority granted to me by Resolution No. I-94 of the Iberia Parish Regional Planning Commission, approval is hereby granted to the above referenced plat of survey by Travis S. Bodin dated January 25, 2017 indicating property located in Section 17, T12S-R6E, Iberia Parish, LA. Since this survey indicates a Boundary Line Adjustment, this transfer does not require approval of the Iberia Parish Planning Commission.

Should this property be further subdivided, approval of the Iberia Parish Regional Planning Commission and the Iberia Parish Council would be required.

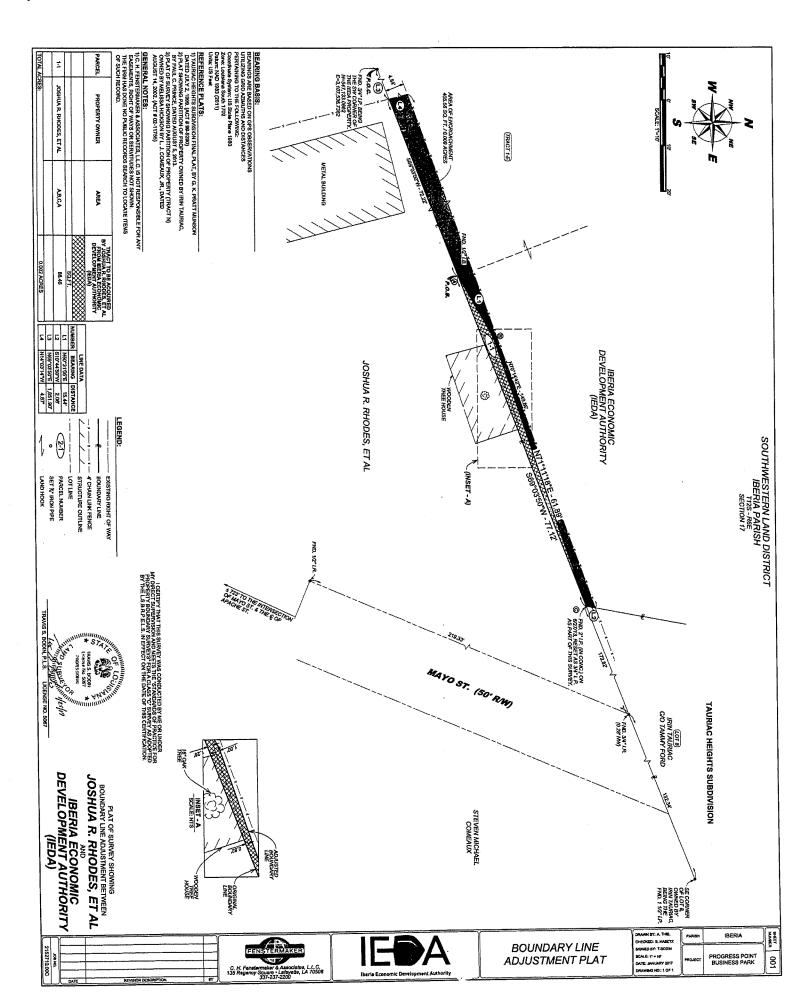
PLEASE BE ADVISED THAT THIS APPROVAL DOES NOT ENSURE DEPARTMENT OF HEALTH APPROVAL, WHICH IS THE RESPONSIBITY OF THE PARTIES INVOLVED IN THIS TRANSACTION. A COPY OF THE RECORDED PLAT AND LETTER MUST BE RETURNED TO THE DEPARTMENT OF PERMITTING, PLANNING AND ZONING.

Sincerely,

John R. Raines

Director, Permitting, Planning and Zoning 715 A Weldon Street

New Iberia, LA. 70560 337-369-4438 337-369-4461 (f)



Iberia Parish Recording Page

Michael Thibodeaux Iberia Parish Clerk of Court P. O. Drawer 12010

New Iberia, LA 70562-2010 (337) 365-7282

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NEW IBERIA, LA 70562-9260

First VENDOR

LEDET, RUBY TAURIAC

First VENDEE

IBERIA ECONOMIC DEVELOPMENT AUTHORITY

Index Type: CONVEYANCES

File Number: 2015-00011530

Type of Document: CASH SALE

Book: 1594

Page: 525

Recording Pages:

7

Recorded Information

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

Milar Hierang

On (Recorded Date): 11/30/2015

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STATE OF LOUISIANA

PARISH OF IBERIA

CASH SALE

Before the undersigned Notaries Public and in the presence of the subscribing witnesses, there appeared:

RUBY TAURIAC LEDET (SSN xxx-xx-3103), divorced from Preston Ledet Sr. and not remarried, domiciled in Iberia Parish, Louisiana, and whose mailing address is 801 Charles Street, New Iberia, LA 70560, appearing herein to sell her separate property, separately acquired;

IRIN TAURIAC, JR. (SSN xxx-xx-9879), husband of Norma Welshans Tauriac, domiciled in Brazoria County, Texas, and whose mailing address is 1905 Canyon Creek Court, Pearland, TX 77581, appearing herein to sell his separate property, separately acquired;

MICHAEL TAURIAC, SR. (SSN xxx-xx-9895), divorced from Darlene Burgess and now unmarried, domiciled in Iberia Parish, Louisiana, and whose mailing address is 1006 Troy Road, New Iberia 70560, appearing herein to sell his separate property, separately acquired;

LISA ANN TAURIAC (SSN xxx-xx-0890), a single woman of full age, domiciled in Harris County, Texas, and whose mailing address is 906 Lawrence Street, Houston, TX 77008, appearing herein to sell her separate property, separately acquired;

TAMMY TAURIAC FORD (SSN xxx-xx-1422), wife of Jules Ford, domiciled in Iberia Parish, Louisiana, and whose mailing address is 2608 Hwy 90 W, New Iberia, LA 70560, appearing herein to sell her separate property, separately acquired;

LAVONNE COMPTON (SSN xxx-xx-5272), a single woman of full age, domiciled in Iberia Parish, Louisiana, and whose mailing address is 203 Fontelieu Drive, Apt. #3, New Iberia, LA 70560, appearing herein to sell her separate property, separately acquired;

BRANDON COMPTON, SR. (SSN xxx-xx-5067), husband of Alexis Andrea Raymond Compton, domiciled in Iberia Parish, Louisiana, and whose mailing address is 310 Julia Street, New Iberia, LA 70560, appearing herein to sell his separate property, separately acquired;

hereinafter referred to collectively as "Seller", who, for the price and on the terms and conditions hereafter expressed, hereby sells, assigns and delivers to:

THE IBERIA ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the State of Louisiana, whose mailing address is 101 Burke Street, New Iberia, LA 70560, herein represented by CHAD COURTOIS, its Chairperson duly authorized by resolution attached hereto;

hereinafter referred to as "Purchaser", the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, said Purchaser acknowledging delivery and possession thereof:

That tract shown as "(REMAINING ACREAGE) 6.836 ACRES" on that Plat Showing Partition of Property Owned by Irin Tauriac to be Sold to Iberia Economic Development Authority, prepared by Paul C. Prince, P.L.S., dated August 5, 2013, attached to that Cash Sale dated February 3 and 5, 2014, filed for record February 5, 2014 at Conveyance Book 1551, at Page 130, under File No. 2014-00000996, Iberia Parish public records, and as shown as "TRACT 1- 6.836 ACRES" on that Plat Showing Partition of Property Owned by Irin Tauriac to be Sold to Iberia Economic Development Authority Being Tract 1-G (6.836 Ac.), prepared by Paul C. Prince, P.L.S., dated July 23, 2015, a duplicate of which is attached hereto;

Being that certain lot of ground with all buildings and improvements and the component parts thereof, together with all rights, ways, privileges and servitudes thereunto appertaining, and all appurtenances thereof, situated in Sections 8 and 17, T 12 S, R 6 E, Iberia Parish, Louisiana, containing 6.836 acres, having a northern or northwesterly boundary of 611.28 feet, a southern or southeasterly boundary of 77.12 feet, an eastern boundary of 1,018.48 feet and a western boundary of 865.11 feet, and being bounded on the north or northwest by property of John Albert Landry, et als, on the east by Tauriac Heights Subdivision and Field View Drive, on the west by property of The Iberia Economic Development Authority, and on the south or southeast by property of Jason Burgess.

Being a portion of the same property acquired by Ruby Tauriac Ledet, et als, from the Succession of Lucinda Guillory Tauriac by Judgment of Possession rendered June 3, 2014, filed for record June 3, 2014 at Conveyance Book 1559, at Page 114, under File No. 2014-00005206, Iberia Parish public records, and by Lavonne Compton and Brandon Compton, Sr. from the Succession of Rose Marie Tauriac by Judgment of Possession rendered April 17, 2014, filed for record April 17, 2014 at Conveyance Book 1556, at Page 112, under File No. 2014-00003570, Iberia Parish public records.

Seller declared that all taxes and assessments levied against the property herein conveyed and falling due on or before this date have been paid, and appearers agree that ad valorem taxes for the year of sale shall be paid by Purchaser. Tax and assessment notices are to be mailed to Purchaser at 101 Burke Street, New Iberia, LA 70560.

The consideration for this sale is TWO HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED FORTY AND NO/100 (\$273,440.00) DOLLARS cash money, paid by Purchaser to Seller, who acknowledges receipt thereof and gives full acquittance for same.

Seller warrants the title to the herein described property but excepts from said warranty all matters of public record creating 1) mineral leases or reservations, 2) land use restrictions or 3) servitudes. Seller transfers and subrogates to Purchaser all rights and actions of warranty which Seller has against all prior owners.

Purchaser specifically waives the implied warranty provided by Louisiana Law, including all warranties against vices or defects latent or apparent, or fitness for any particular purpose. This express waiver is declared by Purchaser and Seller to be a material and integral consideration of this act of transfer and sale. It is specifically understood that Purchaser assumes the risk of all defects, including latent defects not discoverable upon simple inspection, including those which, if known, would deter Purchaser from making the purchase at all or paying the price paid. Purchaser also waives any present or future right in the nature of redhibition, quanti minoris and/or concealment, or based on any other theory of law. Accordingly, Seller and Purchaser stipulate and agree that this sale of the above described property is made "as is", in its present condition, and without representation of any kind as to kind, quality and condition, and without recourse and without warranty as to kind, quality and condition or as to fitness for any particular purpose. Purchaser waives any claims or causes of action for redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., any claims or causes of action for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq. and any warranty of fitness for any ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The parties agree that the only warranty of Seller is a warranty of title, subject to any terms and limitations contained in this act. Purchaser acknowledges that this provision has been called to his attention and explained to him. Purchaser has placed his initials next to this clause indicating his knowledge, understanding and

DRAINAGE AND UTILITIES EASEMENT: For the same consideration, Seller grants to Purchaser and any future owners of the property conveyed herein a drainage and utilities servitude 35 feet wide across the southern edge of Lot 9 of Tauriac Heights Subdivision, in the location identified as "35' Utility/Drainage Servitude" on the plat attached hereto.

RATIFICATION: Individually and as the universal successors of Irin Tauriac, Sr. and Lucinda Guillory Tauriac, Seller and each of them ratifies and confirms:

(a) that Cash Sale With Options to Purchase from the Succession of Irin Tauriac, Sr. and the Succession of Lucinda Guillory Tauriac to The Iberia Economic Development Authority dated April 23, 2012, filed for record April 23, 2012 at Conveyance Book 1503, at Page 165, under File No. 2012-00004069, Iberia Parish public records; and

(b) that Cash Sale dated February 3 and 5, 2014, filed for record February 5, 2014 at Conveyance Book 1551, at Page 130, under File No. 2014-00000996, Iberia Parish public records.

ACKNOWLEDGMENT AND WAIVER: Individually and as the universal successors of Irin Tauriac, Sr. and Lucinda Guillory Tauriac, Seller and each of them acknowledges that Purchaser is a political entity of the State of Louisiana and that the property conveyed herein, together with the property acquired by Purchaser in that Cash Sale With Options to Purchase from the Succession of Irin Tauriac, Sr. and the Succession of Lucinda Guillory Tauriac to The Iberia Economic Development Authority dated April 23, 2012, filed for record April 23, 2012 at Conveyance Book 1503, at Page 165, under File No. 2012-00004069, Iberia Parish public records and that Cash Sale dated February 3 and 5, 2014, filed for record February 5, 2014 at Conveyance Book 1551, at Page 130, under File No. 2014-00000996, Iberia Parish public records, are and were acquired for the creation, development or expansion of commerce and industry within the State of Louisiana. In addition, individually and as the universal successors of Irin Tauriac, Sr. and Lucinda Guillory Tauriac, Seller and each of them and each of them expressly waives any right of first refusal, right of repurchase or other right provided for in La. R.S. 41:1338 with respect to the property conveyed herein, together with the property acquired by Purchaser in that Cash Sale With Options to Purchase from the Succession of Irin Tauriac, Sr. and the Succession of Lucinda Guillory Tauriac to The Iberia Economic Development Authority dated April 23, 2012, filed for record April 23, 2012 at Conveyance Book 1503, at Page 165, under File No. 2012-00004069, Iberia Parish public records and that Cash Sale dated February 3 and 5, 2014, filed for record February 5, 2014 at Conveyance Book 1551, at Page 130, under File No. 2014-00000996, Iberia Parish public records.

This document may be executed in multiple originals or with duplicate signature pages.

Appearers acknowledge that, except as separately certified in writing, no title examination of said property has been performed by any undersigned Notary.

THUS SIGNED ON November 24, 2015, at New Iberia, Iberia Parish, Louisiana, in the presence of the undersigned Notary Public, qualified in said State and Parish, and the undersigned competent witnesses, who have signed with the party after due reading of the whole.

WITNESSES:

Lindsay K Pollerin

Kelly Bourgue

TAMMY TAURIAC FORD

JOHN JEFFREY SIMON, NOTARY PUBLIC

(La. Novary No. 32531)

THUS SIGNED ON November 25, 2015, at New Iberia, Iberia Parish, Louisiana, in the presence of the undersigned Notary Public, qualified in said State and Parish, and the undersigned competent witnesses, who have signed with the parties after due reading of the whole.

WITNESSES:

Kelly Rournie

DURY TALIDMA LEDET

MICHAEL TAURIAC, SR.

LAVONNE COMPTON

BRANDON COMPTON, SR.

JOHN JEFFREY SIMON, NOTARY PUBLIC

(La. Notary No. 32531)

Book: 1594 P

25

JOHN JEFFREY SIMON 黎斯亞科曼特別會中: 2015-00011530 Seq: 4 BERIA PARISH

Notary Public No. 32531

County, Texas, in the	presence of the undersigned Notary Public, qualified in competent witnesses, who have signed with the party
WITNESSES:	
Print: TAmmy Ford	elin Tauriac f. IRIN TAURIAC, JR.
Print: Jules Ford	Mis Roma
	NOTARY PUBLIC (Seal)
County, Texas, in the presence of the undersign	, 2015, at <u>The US Store</u> , <u>Have IS</u> ned Notary Public, qualified in said State and County, and we signed with the party after due reading of the whole.
Print: JAmmy Ford	LISA ANN TAURIAC
Print: The Est	Min Rengo
DOING TENEX	(Seal) CHRIS RAMOS Notary Public, State of Texas My Commission Expires September 14, 2019
THUS SIGNED ON November 24, 2015, a the undersigned Notary Public, qualified in sa witnesses, who have signed with the party after	at New Iberia, Iberia Parish, Louisiana, in the presence of aid State and Parish, and the undersigned competent due reading of the whole.
MITNESSES: Museum Harring Har	BY: CHAD COURTOIS, its Chairperson duly authorized
Kelly Bourque Celly Bourque	JOHN JEFFREY SIMON, NOTARY PUBLIC (La. Notary No. 32531)
	JOHN JEFFREY SIMON STATE OF LOUISIANA IBERIA PARISH Notary Public No. 32531 My Commission Expires at Death

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE IBERIA ECONOMIC DEVELOPMENT AUTHORITY

BE IT RESOLVED that Chad Courtois as the Chairperson of the Board of Commissioners of the Iberia Economic Development Authority is hereby authorized and empowered for and on behalf of, and in the name of this corporation, to enter into the following transaction:

For the Iberia Economic Development Authority and in its name to purchase from Ruby Tauriac, et als, or from any other party or parties that tract of land identified as "(REMAINING ACREAGE) 6.836 ACRES" on that Plat Showing Partition of Property Owned by Irin Tauriac to be Sold to Iberia Economic Development Authority, prepared by Paul C. Prince, P.L.S., dated August 5, 2013, for a price not to exceed \$40,000.00 per acre and on such other terms of purchase as Chad Courtois shall deem appropriate in his sole discretion, and to execute in the name of the Iberia Economic Development Authority any documents necessary to accomplish the same.

Date: Manh 5, 2015

Jody/Suire, Secretary

Iberia Parish Cover Sheet

Michael Thibodeaux Iberia Parish Clerk of Court P. O. Drawer 12010

New Iberia, LA 70562-2010 (337) 365-7282

Received From:

SIMON & SIMON P.O. BOX 9260 NEW IBERIA, LA. 70562-9260

First VENDOR

TAURIAC, IRIN SR SUCC

First VENDEE

IBERIA ECONOMIC DEVELOPMENT AUTHORITY

Index Type: Conveyances

File Number: 2014-00000996

Type of Document: Cash Sale

Book: 1551

Page: 130

Recording Pages:

14

Recorded Information

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

Michael Hickory

Clerk of Court

On (Recorded Date): 02/05/2014

At (Recorded Time): 1:46:21PM

Doc ID - 008600910014

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STATE OF LOUISIANA

PARISH OF IBERIA

CASH SALE

Before the undersigned Notaries Public and in the presence of the subscribing witnesses, there appeared:

TAMMY T. FORD AND LAVONNE COMPTON, IN THEIR CAPACITIES AS CO-INDEPENDENT ADMINISTRATORS OF THE SUCCESSION OF IRIN TAURIAC, SR., Probate Docket No. 20195 of the Sixteenth Judicial District Court in and for the Parish of Iberia, Louisiana, whose mailing address is 2608 Hwy 90 W, New Iberia, LA 70560, authorized as may be seen from those Letters of Administration issued October 3, 2011, a certified copy of which is attached hereto and that Judgment dated January 21, 2014, a certified copy of which is attached hereto; and

TAMMY T. FORD AND LAVONNE COMPTON, IN THEIR CAPACITIES AS CO-INDEPENDENT EXECUTRICES OF THE SUCCESSION OF LUCINDA GUILLORY TAURIAC, Probate Docket No. 21267 of the Sixteenth Judicial District Court in and for the Parish of Iberia, Louisiana, whose mailing address is 2608 Hwy 90 W, New Iberia, LA 70560, authorized as may be seen from those Letters Testamentary issued August 3, 2011, a certified copy of which is attached hereto;

hereinafter referred to collectively as "Seller", who, for the price and on the terms and conditions hereafter expressed, hereby sells, assigns and delivers to:

THE IBERIA ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the State of Louisiana, whose mailing address is 101 Burke Street, New Iberia, LA 70560, herein represented by CECIL HYMEL, its Chairperson duly authorized by resolution attached hereto;

hereinafter referred to as "Purchaser", the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, said Purchaser acknowledging delivery and possession thereof:

First:

Tract 1-E as shown on that Plat Showing Partition of Property Owned by Irin Tauriac to be Sold to Iberia Economic Development Authority, prepared by Paul C. Prince, P.L.S., dated August 5, 2013, attached hereto;

Being that certain lot of ground with all buildings and improvements and the component parts thereof, together with all rights, ways, privileges and servitudes thereunto appertaining, and all appurtenances thereof, situated in Sections 8 and 17, T 12 S, R 6 E, Iberia Parish, Louisiana, containing 31.500 acres, having a northwestern boundary 1589.80 feet in length, a northeastern boundary 865.11 feet in length, a southwestern boundary 861.07 feet in length, and a southeastern boundary 1589.79 feet in length, and being bounded on the northwest by property of John Albert Landry, et als, on the northeast by remaining property of Irin and Lucinda Guillory Tauriac or assigns, on the southwest by property of George Olivier, et als, or assigns.

Second:

Tract 1-F as shown on that Plat Showing Partition of Property Owned by Irin Tauriac to be Sold to Iberia Economic Development Authority, prepared by Paul C. Prince, P.L.S., dated August 5, 2013, attached hereto;

Being that certain lot of ground with all buildings and improvements and the component parts thereof, together with all rights, ways, privileges and servitudes thereunto appertaining, and all appurtenances thereof, situated in Sections 8 and 17, T 12 S, R 6 E, Iberia Parish, Louisiana, containing 0.959 acres, having a front of 82.87 feet on the US Hwy 90 Frontage Road by a depth on its northwestern boundary 549.59 feet in length, a depth on its southwestern boundary 495.12 feet in length, and a rear width of 86.48 feet, and being bounded on the northeast by property of The Iberia Economic Development Authority, on the northwest by property of Irin and Lucinda Guillory Tauriac or assigns, on the southwest by the US Hwy 90 Frontage Road.

For acquisition, see: Sale and Mortgage at Conveyance Book 214, at folio 577, under Entry No. 86704 of the Iberia Parish public records; cash sale at Conveyance Book 256, at folio 563, under Entry No. 94382 of the Iberia Parish public records; partition at Conveyance Book 682, at folio 23, under Entry No. 76-1127 of the Iberia Parish public records; cash sale at Conveyance Book 733, at folio 163, under Entry No. 80-3772 of the Iberia Parish public records; partition at Conveyance Book 819, at folio 136, under Entry No. 83-5520 of the Iberia Parish public records; Judgment of Possession at Conveyance Book 974, at folio 924, under Entry No. 89-5144 of the Iberia Parish public records; Judgment of Possession at Conveyance Book 1227, at folio 580, under Entry No. 01-14121 of the Iberia Parish public records; and cash sale at Conveyance Book 1230, at folio 862, under Entry No. 01-16056 of the Iberia Parish public records.

Seller declared that all taxes and assessments levied against the property herein conveyed and falling due on or before this date have been paid, and appearers agree that ad valorem taxes for the year of sale shall be paid by Purchaser. Tax and assessment notices are to be mailed to Purchaser at 101 Burke Street, New Iberia, LA 70560.

The consideration for this sale is ONE MILLION THREE HUNDRED FORTY-ONE THOUSAND AND NO/100 (\$1,341,000.00) DOLLARS cash money, paid by Purchaser to Seller, who acknowledges receipt thereof and gives full acquittance for same. The consideration paid for Tract 1-E described first above is ONE MILLION TWO HUNDRED SIXTY THOUSAND AND NO/100 (\$1,260,000.00) DOLLARS and net proceeds are payable one-half to THE SUCCESSION OF IRIN TAURIAC, SR. and one-half to THE SUCCESSION OF LUCINDA GUILLORY TAURIAC. The consideration paid for Tract 1-F described first above is EIGHTY ONE THOUSAND AND NO/100 (\$81,000.00) DOLLARS and net funds are payable two-thirds to THE SUCCESSION OF IRIN TAURIAC, SR. and one-third to THE SUCCESSION OF LUCINDA GUILLORY TAURIAC.

Seller warrants the title to the herein described property but excepts from said warranty all matters of public record creating 1) mineral leases or reservations, 2) land use restrictions or 3) servitudes. Seller transfers and subrogates to Purchaser all rights and actions of warranty which Seller has against all prior owners.

Purchaser specifically waives the implied warranty provided by Louisiana Law, including all warranties against vices or defects latent or apparent, or fitness for any particular purpose. This express waiver is declared by Purchaser and Seller to be a material and integral consideration of this act of transfer and sale. It is specifically understood that Purchaser assumes the risk of all defects, including latent defects not discoverable upon simple inspection, including those which, if known, would deter Purchaser from making the purchase at all or paying the price paid. Purchaser also waives any present or future right in the nature of redhibition, quanti minoris and/or concealment, or based on any other theory of law. Accordingly, Seller and Purchaser stipulate and agree that this sale of the above described

Cash Sale - Page 2 of 4 Book: 1551 Page: 130 File Number: 2014-00000996 Seq: 3

property is made "as is", in its present condition, and without representation of any kind as to kind, quality and condition, and without recourse and without warranty as to kind, quality and condition or as to fitness for any particular purpose. Purchaser waives any claims or causes of action for redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., any claims or causes of action for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq. and any warranty of fitness for any ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The parties agree that the only warranty of Seller is a warranty of title, subject to any terms and limitations contained in this act. Purchaser acknowledges that this provision has been called to his attention and explained to him. Purchaser has placed his initials next to this clause indicating his knowledge, understanding and acceptance thereof:

PURCHASER OPTION TO PURCHASE ADDITIONAL ACREAGE: Purchaser reserves, and Seller acknowledges, that Purchaser Option to Purchase Additional Acreage set forth in that Cash Sale With Options to Purchase from the Succession of Irin Tauriac, Sr. and the Succession of Lucinda Guillory Tauriac dated April 23, 2012, filed for record April 23, 2012 at Conveyance Book 1503, at Page 165, under File No. 2012-00004069, Iberia Parish public records, with respect to that area shown as "(REMAINING ACREAGE) 6.836 Acres" shown on that plat attached hereto. The sale price for the acreage selected by Purchaser shall be \$40,000.00 per acre, payable at closing and the option shall lapse if not exercised within 48 months of April 23, 2012. Property taxes for the year of sale shall be prorated. This option shall be subject to the provisions contained in that Cash Sale With Options to Purchase referred to above.

<u>RATIFICATION</u>: Seller ratifies and confirms that Cash Sale With Options to Purchase from the Succession of Irin Tauriac, Sr. and the Succession of Lucinda Guillory Tauriac to The Iberia Economic Development Authority dated April 23, 2012, filed for record April 23, 2012 at Conveyance Book 1503, at Page 165, under File No. 2012-00004069, Iberia Parish public records.

INTERVENTION: To these presents intervene LISA ANN TAURIAC and TAMMY ANNETTE TAURIAC FORD appearing individually and as legatees under the last will and testament of Irin Joseph Tauriac, Sr. dated March 13, 2008 and filed for record March 13, 2008 at Conveyance Book 1395, at Page 116, under File No. 2008-00003132 of the Iberia Parish public records, for the purpose of consenting to the sale of the property described above by TAMMY T. FORD AND LAVONNE COMPTON, IN THEIR CAPACITIES AS CO-INDEPENDENT ADMINISTRATORS OF THE SUCCESSION OF IRIN TAURIAC, SR.

This document may be executed in multiple originals or with duplicate signature pages.

Appearers acknowledge that, except as separately certified in writing, no title examination of said property has been performed by any undersigned Notary.

THUS SIGNED ON February 3,2014, at Hauston, Harris
County, Texas, in the presence of the undersigned Notary Public, qualified in said State and County, and the undersigned competent witnesses, who have signed with the party after due reading of the whole.

WITNESSES:

Print: Claudia Amador

Drint: Karon Hicke

LISA ANN TAURIAC

NOTARY PUBLIC

(Seal)

THUS SIGN	NED ON February	, 2014, at New	Iberia, Iberia Parish,	Louisiana, in the
•	•	•	in said State and	•
undersigned com whole.	petent witnesses, w	no have signed wit	h the parties after d	ue reading of the

WITNESSES:

Print: Milliant T. The notice

Print: PATRICK T- CAFFERY In-

TAMMY T. FORD IN HER CAPACITY AS CO-INDEPENDENT ADMINISTRATOR OF THE SUCCESSION OF IRIN TAURIAC, SR.

LAVONNE COMPTON IN HER CAPACITY AS CO-INDEPENDENT ADMINISTRATOR OF THE SUCCESSION OF IRIN TAURIAC, SR.

TAMMY T. FORD IN HER CAPACITY AS COINDEPENDENT EXECUTRIX OF THE SUCCESSION OF
LUCINDA GUILLORY TAURIAC

LAVONNE COMPTON IN HER CAPACITY AS CO-INDEPENDENT EXECUTRIX OF THE SUCCESSION OF LUCINDA GUILLORY TAURIAC

TAMMY ANNETTE TAURIAC FORD

JOHN JEFFREY SIMON, NOTARY PUBLIC (La. Notary No. 32531)

THUS SIGNED ON February _____, 2014, at New Iberia, Iberia Parish, Louisiana, in the presence of the undersigned Notary Public, qualified in said State and Parish, and the undersigned competent witnesses, who have signed with the party after due reading of the whole.

BY:

WITNESSES:

IBERIA ECONOMIC DEVELOPMENT AUTHORITY

CECIL HYMEL, its Chairperson duly

Print: M. C. WEST TRANSTOL

//-

JOHN JEFFREY SIMON, NOTARY PUBLIC

(La. Notary No. 32531)

authorized

N GO

JOHN JEFFREY SIMON STATE OF LOUISIANA IBERIA PARISH Notary Public No. 32531 My Commission Expires at Death



Michael Thibodeaux Clerk of Court Ryan J. Huval Chief Deputy

STATE OF LOUISIANA PARISH OF IBERIA

I HEREBY CERTIFY that the foregoing is a true and correct copy of the LETTERS OF ADMINISTRATION which are still in full force and effect issued on the 3RD day of OCTOBER, 2011 in the matter entitled, SUCCESSION OF IRIN TAURIAC, SR. bearing Probate No. 20195 of the records of the 16th Judicial District Court in and for Iberia Parish, Louisiana.

IN FAITH WHEREOF WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS 5^{TH} DAY OF FEBRUARY, 2014.

DEPUTY CHERK OF COURT, IBERIA PARISH

P.O. DRAWER 12010 • NEW IBERIA, LOUISIANA 70562-2010 • 337.365.7282 • FAX 337.365.0737 EMAIL: iberiaclerk@bellsouth.net • www.iberiaclerk.com

SUCCESSION OF

- * 16TH JUDICIAL DISTRICT COURT
- PROBATE DOCKET NO. 20195
- PARISH OF IBERIA

IRIN TAURIAC, SR.

STATE OF LOUISIANA

LETTERS OF ADMINISTRATION

In the matter of Succession of Irin Tauriac, Sr., TAMMY T. FORD and LAVONNE COMPTON praying to be confirmed as Co-Independent Administrators:

To all whom these presents may come-greetings:

Whereas, TAMMY T. FORD and LAVONNE COMPTON, have applied to the Sixteenth (16th) Judicial District Court for the Parish of Iberia, State of Louisiana, praying said Court to grant Letters of Administration therein.

NOW, THEREFORE, TAMMY T. FORD and LAVONNE COMPTON are hereby fully authorized and empowered to discharge and perform all and singular the duties of Co-Independent Administrators of the Succession of Irin Tauriac, Sr., according to law.

THUS DONE AND SIGNED officially in my office in the City of New Iberia, Parish of Iberia, Louisiana, on this <u>3</u> day of <u>Other</u>, 2011.

HON. MICHAEL THIBODEAUX CLERK OF COURT

CTEKK OL COOK!

DEPLITY CHERK

FILED FOR RECORD

BENNY CLERK OF COURT



Michael Thibodeaux Clerk of Court

Ryan J. Huval Chief Deputy

STATE OF LOUISIANA PARISH OF IBERIA

I HEREBY CERTIFY that the foregoing is a true and correct copy of the LETTERS OF TESTAMENTARY which are still in full force and effect issued on the 3RD day of AUGUST, 2011 in the matter entitled, SUCCESSION OF LUCINDA GUILLORY TAURIAC bearing Probate No. 21267 of the records of the 16th Judicial District Court in and for Iberia Parish, Louisiana.

IN FAITH WHEREOF WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS $_5^{TH}$ DAY OF $_FEBRUARY, 2014$.

DEPUTY CHIRK OF COURT, IBERIA PARISH

P.O. DRAWER 12010 • NEW IBERIA, LOUISIANA 70562-2010 • 337.365.7282 • FAX 337.365.0737 EMAIL: iberiaclerk@bellsouth.net • www.iberiaclerk.com

SUCCESSION OF

16TH JUDICIAL DISTRICT COURT

PROBATE DOCKET NO. 2 1267 *

PARISH OF IBERIA

LUCINDA GUILLORY TAURIAC

STATE OF LOUISIANA

LETTERS TESTAMENTARY

In the matter of Succession of Lucinda Guillory Tauriac, LAVONNE COMPTON and TAMMY T. FORD praying to be confirmed as Co-Independent Testamentary Executrix's:

To all whom these presents may come-greetings:

Whereas, LAVONNE COMPTON and TAMMY T. FORD, named and appointed Co-Independent Testamentary Executrix's of the Last Will and Testament of LUCINDA GUILLORY TAURIAC, have applied to the Sixteenth (16th) Judicial District Court for the Parish of Iberia, State of Louisiana by Petition praying said Court to grant Letters Testamentary therein.

NOW, THEREFORE, LAVONNE COMPTON and TAMMY T. FORD are hereby fully authorized and empowered to discharge and perform all and singular the duties of Co-Independent Testamentary Executrix's of the said Last Will and Testament, according to law.

THUS DONE AND SIGNED officially in my office in the City of New Iberia, Parish of Iberia, Louisiana, on this <u>day of Lugust</u>, 2011.

HON. MICHAEL THIBODEAUX

FILLS FIRE RESERVE

SUCCESSION OF

16th JUDICIAL DISTRICT COURT

PROBATE DOCKET NO. 20195

PARISH OF ST IBERIA

IRIN TAURIAC, SR.

STATE OF LOUISIANA

JUDGMENT AUTHORIZING PRIVATE SALES

Due proof having been made before this court that the Application for Authority to Sell Real Estate at Private Sales, filed on Dec. ? , 2013, has been advertised according to law; that no opposition has been filed to it, that the legal delays for opposing it have elapsed, and due proof having been made that the private sales are for fair market value and in the best interests of the estate and its heirs and creditors,

IT IS ORDERED THAT, the application be approved and homologated, and TAMMY T. FORD and LAVONNE COMPTON as Co-Independent Executors of this succession are authorized to enter into the following transactions:

- Sale by the Co-Independent Administrators of the estate to The Iberia Economic Development Authority of Tract 1-E as shown on that Plat Showing Partition of Property Owned by Irin Tauriac to be Sold to Iberia Economic Development Authority, prepared by Paul C. Prince, P.L.S., dated August 5, 2013, a duplicate of which has been filed in this proceeding, being that certain lot of ground with all buildings and improvements and the component parts thereof, together with all rights, ways, privileges and servitudes thereunto appertaining, and all appurtenances thereof, situated in Sections 8 and 17, T 12 S, R 6 E, Iberia Parish, Louisiana, containing 31.500 acres, having a northwestern boundary 1589.80 feet in length, a northeastern boundary 865.11 feet in length, a southwestern boundary 861.07 feet in length, and a southeastern boundary 1589.79 feet in length, and being bounded on the northwest by property of John Albert Landry, et als, on the northeast by remaining property of Irin and Lucinda Guillory Tauriac or assigns, on the southwest by property of The Iberia Economic Development Authority, and on the southeast by property of George Olivier, et als, or assigns for a price of \$630,000.00 for the estate's undivided one-half interest in the property.
- 2. Sale by the Co-Independent Administrators of the estate to The Iberia Economic Development Authority of Tract 1-F as shown on that Plat Showing Partition of Property Owned by Irin Tauriac to be Sold to Iberia Economic Development Authority, prepared by Paul C. Prince, P.L.S., dated August 5, 2013, a duplicate of which has been filed in this proceeding, being that certain lot of ground with all buildings and improvements and the component parts

thereof, together with all rights, ways, privileges and servitudes thereunto appertaining, and all appurtenances thereof, situated in Sections 8 and 17, T 12 S, R 6 E, Iberia Parish, Louisiana, containing 0.959 acres, having a front of 82.87 feet on the US Hwy 90 Frontage Road by a depth on its northwestern boundary 549.59 feet in length, a depth on its southwestern boundary 495.12 feet in length, and a rear width of 86.48 feet, and being bounded on the northeast by property of The Iberia Economic Development Authority, on the northwest by property of Irin and Lucinda Guillory Tauriac or assigns, on the southeast by property of Irin and Lucinda Guillory Tauriac or assigns, and on the southwest by the US Hwy 90 Frontage Road, for a price of \$40,500.00 for the estate's undivided one-half interest in the property.

- Grant by the Co-Independent Administrators of the estate to The Iberia Economic Development Authority of an option to purchase any or all of the tract labeled "REMAINING ACREAGE" as shown on that Plat Showing Partition of Property Owned by Irin Tauriac to be Sold to Iberia Economic Development Authority, prepared by Paul C. Prince, P.L.S., dated August 5, 2013, being that certain lot of ground with all buildings and improvements and the component parts thereof, together with all rights, ways, servitudes thereunto appertaining, appurtenances thereof, situated in Sections 8 and 17, T 12 S, R 6 E, Iberia Parish, Louisiana, containing 6.836 acres, having a width on its southern boundary of 77.12 feet, a depth on its eastern boundary of 1,018.48 feet, a depth on its western boundary of 865.11 feet and a rear width of 611.28 feet, and being bounded on the northwest by property of John Albert Landry, et als, on the south by property of Jason Burgess or assigns, on the east by Field View Drive and Tauriac Heights Subdivision, on the west by Tract 1-E shown on the same plat, at a price of \$20,000.00 per acre for the estate's undivided one-half interest in the property.
- 4. That sale by the Co-Independent Administrators of the estate to The Iberia Economic Development Authority of Tract 1-D as shown on that Plat Showing Partition of Property Owned by Irin Tauriac to be Sold to Iberia Economic Development Authority, prepared by Paul C. Prince, P.L.S., dated August 5, 2013, a duplicate of which has been filed in this proceeding, together with a servitude of passage to the southwest corner of said tract, as set forth in that April 23, 2012 sale filed for record at Conveyance Book 1503, at Page 165, under File No. 2012-00004069, Iberia Parish public records, for a price of \$75,000.00 for the estate's undivided one-half interest in the property.



Resolution Number 8-22-13-2

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE IBERIA ECONOMIC DEVELOPMENT AUTHORITY

BE IT RESOLVED that Cecil Hymel as the Chairperson of the Board of Commissioners of the Iberia Economic Development Authority is hereby authorized and empowered for and on behalf of, and in the name of this corporation, to enter into the following transactions:

For the Iberia Economic Development Authority and in its name to negotiate and execute all required documentation and services required to complete purchase of additional acreage for Progress Point Business Park as required in FP&C Contract No: 50-NPD-12-01, as amended, in an amount not to exceed \$2,090,000.00.

I certify that I am the duly acting and qualified Secretary of the Board of- Commissioners of the Iberia Economic Development Authority and that the above and foregoing constitutes a true and correct copy of a resolution duly adopted at a meeting of the Board of Commissioners held on August 22, 2013, at which meeting a quorum was present and voted in favor of said resolutions, and said resolutions have never been modified or rescinded and are still in full force and effect.

Secretary

Date: August 22, 2013

101 Burke Street, New Iberia, Louisiana 70560 - 337-867-0884 - www.iberiacda.org



IBERIA PARISH GOVERNMENT

Permitting, Planning and Zoning 715 A Weldon Street New Iberia, LA 70560 (337) 369-4438 • Fax (337) 369-4461 www.iberiaparishgovernment.com Errol "Romo" Romero
Parish President
John R. Raines
Director

February 5, 2014 Paul Prince 6203 East HWY 90 New Iberia, La 70560

RE: Plat showing Partition of Property Owned by Irvin Tauriac

Mr. Prince,

By the authority granted to me by Resolution No. 1-94 of the Iberia Parish Regional Planning Commission, approval is hereby granted to the above referenced plat of survey by Paul Prince dated August 5, 2013 indicating a division of property located in Section 8 & 17, T 12 S, Range 6 East. Since this survey indicates a one-tract division, this transfer does not require approval of the Iberia Parish Planning Commission.

Should this property be further subdivided, approval of the Iberia Parish Regional Planning Commission and the Iberia Parish Council would be required.

Please be advised that this approval does not ensure Department of Health approval, which is the responsibility of the parties involved in this transaction.

Sincerely,

John R. Raines

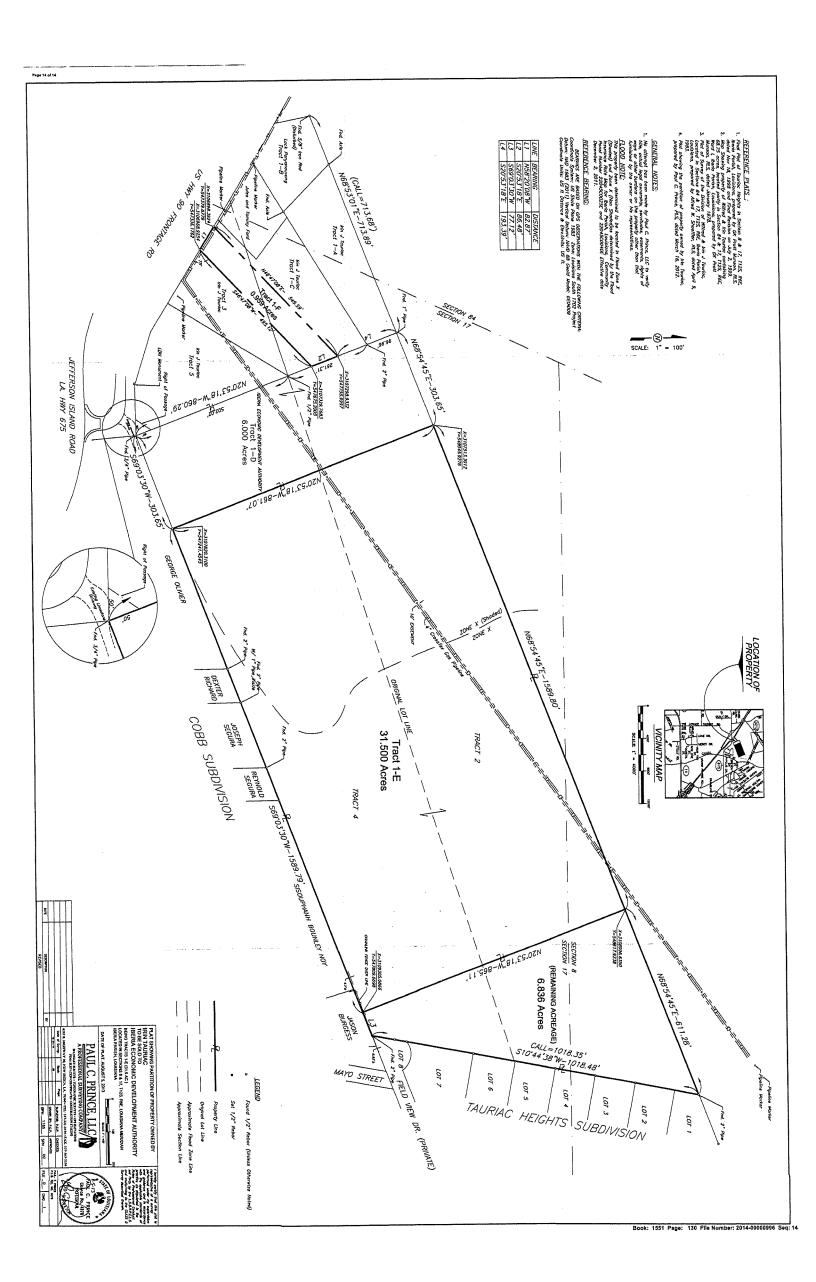
Director, Permitting, Planning and Zoning Director Iberia Parish Government

715 A Weldon Street New Iberia, LA. 70560

337.369.4438

337.369.4461 (F)

<u>jraines@iberiagov.net</u>



Iberia Parish Cover Sheet

Michael Thibodeaux Iberia Parish Clerk of Court P. O. Drawer 12010 New Iberia, LA 70562-2010 (337) 365-7282

Received From:

SIMON & SIMON P.O. BOX 9260 NEW IBERIA, LA 70562-9260

First VENDOR

TAURIAC, IRIN SR SUCC

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IBERIA ECONOMIC DEVELOPMENT AUTHORITY

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Index Type : ConveyancesType of Document : Cash Sale

Book: 1503 Page: 165

File Number: 2012-00004069

Recording Pages :

10

Recorded Information

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

Clerk of Court

On (Recorded Date): 04/23/2012

At (Recorded Time): 1:42:10PM

Doc ID - 007886200010

Return To:

STATE OF LOUISIANA

PARISH OF IBERIA

<u>CASH SALE</u> WITH OPTIONS TO <u>PURCHASE</u>

Before the undersigned Notary Public and in the presence of the subscribing witnesses, there appeared:

TAMMY T. FORD and LAVONNE COMPTON, in their capacities as Co-Independent Administrators of the SUCCESSION OF IRIN TAURIAC, SR., Probate Docket No. 20195 of the Sixteenth Judicial District Court in and for the Parish of Iberia, Louisiana, whose mailing address is 2608 Hwy 90 W, New Iberia, LA 70560, authorized as may be seen from those Letters of Administration issued October 3, 2011, a certified copy of which is attached hereto; and

TAMMY T. FORD and LAVONNE COMPTON, in their capacities as Co-Independent Executrix's of the SUCCESSION OF LUCINDA GUILLORY TAURIAC, Probate Docket No. 21267 of the Sixteenth Judicial District Court in and for the Parish of Iberia, Louisiana, whose mailing address is 2608 Hwy 90 W, New Iberia, LA 70560, authorized as may be seen from those Letters Testamentary issued August 3, 2011, a certified copy of which is attached hereto;

hereinafter referred to collectively as "Seller", who, for the price and on the terms and conditions hereafter expressed, hereby sells, assigns and delivers to:

THE IBERIA ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the State of Louisiana, whose mailing address is 101 Burke Street, New Iberia, LA 70560, herein represented by CECIL HYMEL, its Chairperson duly authorized by resolution attached hereto;

hereinafter referred to as "Purchaser", the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, said Purchaser acknowledging delivery and possession thereof:

First

Tract 1-D as shown on that Plat Showing Partition of Property Owned by Irin Tauriac, prepared by Paul C. Prince, P.L.S., dated March 16, 2012, a duplicate copy of which is attached hereto;

Being that certain lot of ground with all buildings and improvements and the component parts thereof, together with all rights, ways, privileges and servitudes thereunto appertaining, and all appurtenances thereof, situated in Sections 8 and 17, T 12 S, R 6 E, Iberia Parish, Louisiana, containing 6.000 acres, having a northwestern boundary 303.65 feet in length, a northeastern boundary 861.07 feet in length, a southwestern boundary 860.29 feet in length, and a southeastern boundary 303.65 feet in length, and being bounded on the northwest by property of John Albert Landry, et als, on the northeast by remaining property of Irin and Lucinda Guillory Tauriac or assigns, and on the southeast by property of George Olivier, et als, or assigns.

Second:

A nonexclusive servitude of passage across that triangular area labeled "Right of Passage" on the plat referred to above, located adjacent to the southernmost portion of the property described above, connecting the U. S. Highway 90 Frontage Road with the property described above. Purchaser shall have the right to install utilities within this area or grant utility servitudes within this area.

For acquisition, see: Sale and Mortgage at Conveyance Book 214, at folio 577, under Entry No. 86704 of the Iberia Parish public records; cash sale at Conveyance Book 256, at folio 563, under Entry No. 94382 of the Iberia Parish public records; partition at Conveyance Book 682, at folio 23, under Entry No. 76-1127 of the Iberia Parish public records; cash sale at Conveyance Book

733, at folio 163, under Entry No. 80-3772 of the Iberia Parish public records; partition at Conveyance Book 819, at folio 136, under Entry No. 83-5520 of the Iberia Parish public records; Judgment of Possession at Conveyance Book 974, at folio 924, under Entry No. 89-5144 of the Iberia Parish public records; Judgment of Possession at Conveyance Book 1227, at folio 580, under Entry No. 01-14121 of the Iberia Parish public records; and cash sale at Conveyance Book 1230, at folio 862, under Entry No. 01-16056 of the Iberia Parish public records.

Seller reserves a servitude of passage, not to exceed 60 feet in width, across the tract conveyed herein, extending in a southwest to northeast direction for access to Seller's retained property, but the location of the servitude of passage shall be determined by Purchaser.

Seller declared that all taxes and assessments levied against the property herein conveyed and falling due on or before this date have been paid, and appearers agree that ad valorem taxes for the year of sale shall be paid by Purchaser. Tax and assessment notices are to be mailed to Purchaser at 101 Burke Street, New Iberia, LA 70560.

The consideration for this sale is ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) DOLLARS cash money, paid by Purchaser to Seller, who acknowledges receipt thereof and gives full acquittance for same.

Seller warrants the title to the herein described property but excepts from said warranty all matters of public record creating 1) mineral leases or reservations, 2) land use restrictions or 3) servitudes. Seller transfers and subrogates to Purchaser all rights and actions of warranty which Seller has against all prior owners.

Purchaser specifically waives the implied warranty provided by Louisiana Law, including all warranties against vices or defects latent or apparent, or fitness for any particular purpose. This express waiver is declared by Purchaser and Seller to be a material and integral consideration of this act of transfer and sale. It is specifically understood that Purchaser assumes the risk of all defects, including latent defects not discoverable upon simple inspection, including those which, if known, would deter Purchaser from making the purchase at all or paying the price paid. Purchaser also waives any present or future right in the nature of redhibition, quanti minoris and/or concealment, or based on any other theory of law. Accordingly, Seller and Purchaser stipulate and agree that this sale of the above described property is made "as is", in its present condition, and without representation of any kind as to kind, quality and condition, and without recourse and without warranty as to kind, quality and condition or as to fitness for any particular purpose. Purchaser waives any claims or causes of action for redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., any claims or causes of action for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq. and any warranty of fitness for any ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The parties agree that the only warranty of Seller is a warranty of title, subject to any terms and limitations contained in this act. Purchaser acknowledges that this provision has been called to his attention and explained to him. Purchaser has placed his initials next to this clause indicating his knowledge, understanding and acceptance thereof:

<u>PURCHASER OPTION TO PURCHASE ADDITIONAL SERVITUDE OF PASSAGE</u>: For the same consideration recited above, and subject to the following terms, Sellers give, grant and convey to Purchaser an exclusive option or right to purchase a servitude for passage and utilities as follows:

- (a) The servitude for passage and utilities shall extend over the area labeled "Reserved for Future 80' R/W" on the plat attached hereto, being 80 feet in width and extending between the U. S. 90 Frontage Road and Tract 1-D conveyed herein. The sale price for the servitude of passage shall be \$80,000.00, payable at closing. Property taxes for the year of sale shall be prorated as to the acreage affected by the servitude. Purchaser shall have the right to improve the servitude as it deems appropriate and shall have the right to install drainage and utility improvements with the servitude. Seller may reserve the right to use of the servitude for access to it adjacent property, but such use may not increase wear and tear or maintenance on the servitude area, and may not interfere with Purchaser's improvement of the servitude area. Purchaser shall have the right to install utilities within this area or grant utility servitudes within this area.
- (b) The option or right granted and created hereby is in the nature of a continuing offer to sell the servitude made by Sellers to Purchaser. This option shall lapse if not exercised within 48 months years from this date.
- (c) Should Purchaser decide to exercise this option and purchase the servitude described above, Purchaser shall, before the expiration of the option period, notify Sellers in writing of

such desire to purchase the servitude, and Purchaser shall then have 45 days from the date of the notice to complete the sale. In the event that Purchaser fails to complete the sale within the time allowed through its fault, it shall forfeit all rights under the option. In the event that no sale is filed for record in the Iberia Parish conveyance records within 45 days after the option expiration of the 48 month period, and no notice of exercise of the option is filed for record in the Iberia Parish conveyance records within 45 days after the expiration of the 48 month period, third parties may rely on such absence of filing as conclusive evidence that the option has expired without exercise.

- (d) Sellers shall deliver a merchantable title to the servitude by warranty deed, free from all encumbrances, on the standard form of cash sale used in Iberia Parish, Louisiana. Other than the warranty of title, Sellers will make no warranty whatsoever, and none shall be implied as to the condition or fitness for any particular purpose of any portion or all of the premises, improvements or equipment to be transferred, and the same will be transferred to and accepted by Purchaser "as is." In the sale, Purchaser will waive any remedies arising out of any defect in the property.
- (e) Purchaser agrees that in the event that the servitude area is planted with sugar cane, Purchaser will, at its option, (a) allow the farmer to harvest the crop through the end of the crop rotation, or (b) compensate the farmer for the crop, including roots, at values provided by the LSU AgCenter.
- (f) This option agreement shall be binding on Sellers' and Purchaser's successors and assigns.

<u>PURCHASER OPTION TO PURCHASE ADDITIONAL ACREAGE</u>: In consideration of an additional \$20,000.00 paid this date by Purchaser to Sellers, and subject to the following terms, Sellers give, grant and convey to Purchaser an exclusive option or right to purchase as follows:

- (a) The property subject to the option shall be the property labeled "(REMAINING UNPLATTED) 38.337 Acres" on the plat attached hereto, being all of the remaining property of Sellers located between Tract 1-D conveyed herein and Tauriac Heights Subdivision. Purchaser shall have the option to purchase all or any portion of this remaining 38.337 acres. The sale price for the acreage selected by Purchaser shall be \$40,000.00 per acre, payable at closing. Property taxes for the year of sale shall be prorated.
- (b) The option or right granted and created hereby is in the nature of a continuing offer to sell the property made by Sellers to Purchaser. This option shall lapse if not exercised within 48 months years from this date.
- (c) Should Purchaser decide to exercise this option and purchase the property described above, Purchaser shall, before the expiration of the option period, notify Sellers in writing of such desire to purchase the property and of the area to be purchased, and Purchaser shall then have 45 days from the date of the notice to complete the sale. In the event that Purchaser fails to complete the sale within the time allowed through its fault, it shall forfeit all rights under the option. In the event that no sale is filed for record in the Iberia Parish conveyance records within 45 days after the option expiration of the 48 month period, and no notice of exercise of the option is filed for record in the Iberia Parish conveyance records within 45 days after the expiration of the 48 month period, third parties may rely on such absence of filing as conclusive evidence that the option has expired without exercise.
- (d) Sellers shall deliver a merchantable title to the property by warranty deed, free from all encumbrances, on the standard form of cash sale used in Iberia Parish, Louisiana. Other than the warranty of title, Sellers will make no warranty whatsoever, and none shall be implied as to the condition or fitness for any particular purpose of any portion or all of the premises, improvements or equipment to be transferred, and the same will be transferred to and accepted by Purchaser "as is." In the sale, Purchaser will waive any remedies arising out of any defect in the property.
- (e) Purchaser agrees that in the event that it purchases property from Sellers that is planted with sugar cane, Purchaser will, at its option, (a) allow the farmer to harvest the crop through the end of the crop rotation, or (b) compensate the farmer for the crop, including roots, at values provided by the LSU AgCenter.
- (f) This option agreement shall be binding on Sellers' and Purchaser's successors and assigns.

Appearers acknowledge that, except as separately certified in writing, no title examination of said property has been performed by any undersigned Notary.

THUS SIGNED ON April 23, 2012, at New Iberia, Iberia Parish, Louisiana, in the presence of the undersigned Notary Public, qualified in said State and Parish, and the undersigned competent witnesses,

who have signed with the parties after due reading of the whole.

WITNESSES:

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MT-//

TAMMY T. FORD, Co-Independent Administrator of the SUCCESSION OF IRIN TAURIAC, SR.,

AVONNE COMPTON, Co-Independent Administrator of the SUCCESSION OF IRIN TAURIAC, SR.,

TAMMY T. FORD, Co-Independent Executrix of the SUCCESSION OF LUCINDA GUILLORY TAURIAC

LAVONNE COMPTON, Co-Independent Executrix of the SUCCESSION OF LUCINDA GUILLORY TAURIAC

JOHN JEAFREY SIMON, NOTARY PUBLIC (La. Notary No. 32531)

THUS SIGNED ON April 23, 2012, at New Iberia, Iberia Parish, Louisiana, in the presence of the undersigned Notary Public, qualified in said State and Parish, and the undersigned competent witnesses, who have signed with the party after due reading of the whole.

WITNESSES:

fallo

Print: PATRICKT- CAFFERY /n_

IBERIA ECONOMIC DEVELOPMENT AUTHORITY

CECIL HYMEL, its Chairperson duly authorized

JOHN JEFFREY SIMON, NOTARY PUBLIC

(La. Notary No. 32531)

SUCCESSION OF

* 16TH JUDICIAL DISTRICT COURT

PROBATE DOCKET NO. 20195

PARISH OF IBERIA

IRIN TAURIAC, SR.

STATE OF LOUISIANA

LETTERS OF ADMINISTRATION

In the matter of Succession of Irin Tauriac, Sr., TAMMY T. FORD and LAVONNE COMPTON praying to be confirmed as Co-Independent Administrators:

To all whom these presents may come-greetings:

Whereas, TAMMY T. FORD and LAVONNE COMPTON, have applied to the Sixteenth (16th) Judicial District Court for the Parish of Iberia, State of Louisiana, praying said Court to grant Letters of Administration therein.

NOW, THEREFORE, TAMMY T. FORD and LAVONNE COMPTON are hereby fully authorized and empowered to discharge and perform all and singular the duties of Co-Independent Administrators of the Succession of Irin Tauriac, Sr., according to law.

THUS DONE AND SIGNED officially in my office in the City of New Iberia, Parish of Iberia, Louisiana, on this <u>3</u> day of <u>October</u>, 2011.

HON. MICHAEL THIBODEAUX

CLERK OF COURT

Signed Files Detay, Dty. Cl.:

STRUE COPY:

Diy. Clerk of Court

Light Parish, La.

FILED FOR RECORD

SCANNED

BERNY CLERK OF COUR PARISH OF IBERIA, LA

SUCCESSION OF

16TH JUDICIAL DISTRICT COURT

PROBATE DOCKET NO. 2 1267 *

PARISH OF IBERIA

LUCINDA GUILLORY TAURIAC

STATE OF LOUISIANA

LETTERS TESTAMENTARY

In the matter of Succession of Lucinda Guillory Tauriac, LAVONNE COMPTON and TAMMY T. FORD praying to be confirmed as Co-Independent Testamentary Executrix's:

To all whom these presents may come-greetings:

Whereas, LAVONNE COMPTON and TAMMY T. FORD, named and appointed Co-Independent Testamentary Executrix's of the Last Will and Testament of LUCINDA GUILLORY TAURIAC, have applied to the Sixteenth (16th) Judicial District Court for the Parish of Iberia, State of Louisiana by Petition praying said Court to grant Letters Testamentary therein.

NOW, THEREFORE, LAVONNE COMPTON and TAMMY T. FORD are hereby fully authorized and empowered to discharge and perform all and singular the duties of Co-Independent Testamentary Executrix's of the said Last Will and Testament, according to law.

HON. MICHAEL THIBODEAUX

CLERK OF COURT

DEPUTY CLERK

Filed _____ Signed:

Signed MY

Dry. Clerk of Court Journ Burlsh, La

FILED FOR RECORD

2011 NUG-3 A GE 13 AUGH CLERGERIA. LA

SCANNED

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE IBERIA ECONOMIC DEVELOPMENT AUTHORITY

BE IT RESOLVED that Cecil Hymel as the Chairperson of the Board of Commissioners of the Iberia Economic Development Authority is hereby authorized and empowered for and on behalf of, and in the name of this corporation, to enter into the following transactions:

For the Iberia Economic Development Authority and in its name to purchase from the Succession of Irin Tauriac, Sr. and the Succession of Lucinda Guillory Tauriac or from any other party the following described property:

First:

Tract 1-D as shown on that Plat Showing Partition of Property Owned by Irin Tauriac, prepared by Paul C. Prince, P.L.S., dated December 21, 2011;

Being that certain lot of ground with all buildings and improvements and the component parts thereof, together with all rights, ways, privileges and servitudes thereunto appertaining, and all appurtenances thereof, situated in Sections 8 and 17, T 12 S, R 6 E, Iberia Parish, Louisiana, containing 6.000 acres, having a northwestern boundary 303.65 feet in length, a northeastern boundary 861.07 feet in length, a southwestern boundary 860.29 feet in length, and a southeastern boundary 303.65 feet in length, and being bounded on the northwest by property of John Albert Landry, et als, on the northeast by remaining property of Irin and Lucinda Guillory Tauriac or assigns, on the southwest by remaining property of Irin and Lucinda Guillory Tauriac or assigns, and on the southeast by property of George Olivier, et als, or assigns.

Second:

A nonexclusive servitude of passage across that triangular area labeled "Right of Passage" on the plat referred to above, located adjacent to the southernmost portion of the property described above, connecting the U.S. Highway 90 Frontage Road with the property described above. Purchaser shall have the right to install utilities within this area or grant utility servitudes within this area.

Third:

The option to purchase within 48 months for a price of \$80,000.00, a servitude of passage across that area labeled "Reserved for Future 80' R/W" on the plat referred to above.

for a price not to exceed \$150,000.00 and on such terms of purchase as Cecil Hymel shall deem appropriate in his sole discretion, and to execute in the name of the Iberia Economic Development Authority any documents necessary to accomplish the same.

For the Iberia Economic Development Authority and in its name to acquire for \$20,000.00 an option to purchase any or all of the acreage labeled "(REMAINING UNPLATTED) 38.337 Acres" on the plat referred to above, at a price of \$40,000.00 per acre selected.

I certify that I am the duly acting and qualified Secretary of the Board of Commissioners of the Iberia Economic Development Authority and that the above and foregoing constitutes a true and correct copy of resolutions duly adopted at a meeting of the Board of Commissioners held on March 22, 2012, at which meeting a quorum was present and voted in favor of said resolutions, and said resolutions have never been modified or rescinded and are still in full force and effect.

Date: April 23, 2012

Page 9 of 10



IBERIA PARISH GOVERNMENT

Permitting, Planning and Zoning 715 A Weldon Street New Iberia, LA 70560 (337) 369-4438 • Fax (337) 369-4461 www.iberiaparishgovernment.com Errol "Romo" Romero
Parish President
Charles C. Rader
Director

March 19, 2012

Mr. Paul Prince, LLC P. O. Box 62478 Lafayette, La 70596

RE: Plat Showing Partition of Property Owned by Irin Tauriac – 6 Acre Tract

Dear Mr. Prince:

By the authority granted to me by Resolution No. 1-94 of the Iberia Parish Regional Planning Commission, approval is hereby granted to the above referenced plat of survey by Paul C. Prince, LLC. dated March 16, 2012, indicating a division of property located in Sections 8 & 17, Township 12 South Range 6 East. Since this survey indicates a one-tract division, this transfer does not require approval of the Iberia Parish Planning Commission.

Should this property be further subdivided, approval of the Iberia Parish Regional Planning Commission and the Iberia Parish Council would be required.

Please be advised that this approval does not ensure Department of Health approval, which is the responsibility of the parties involved in this transaction.

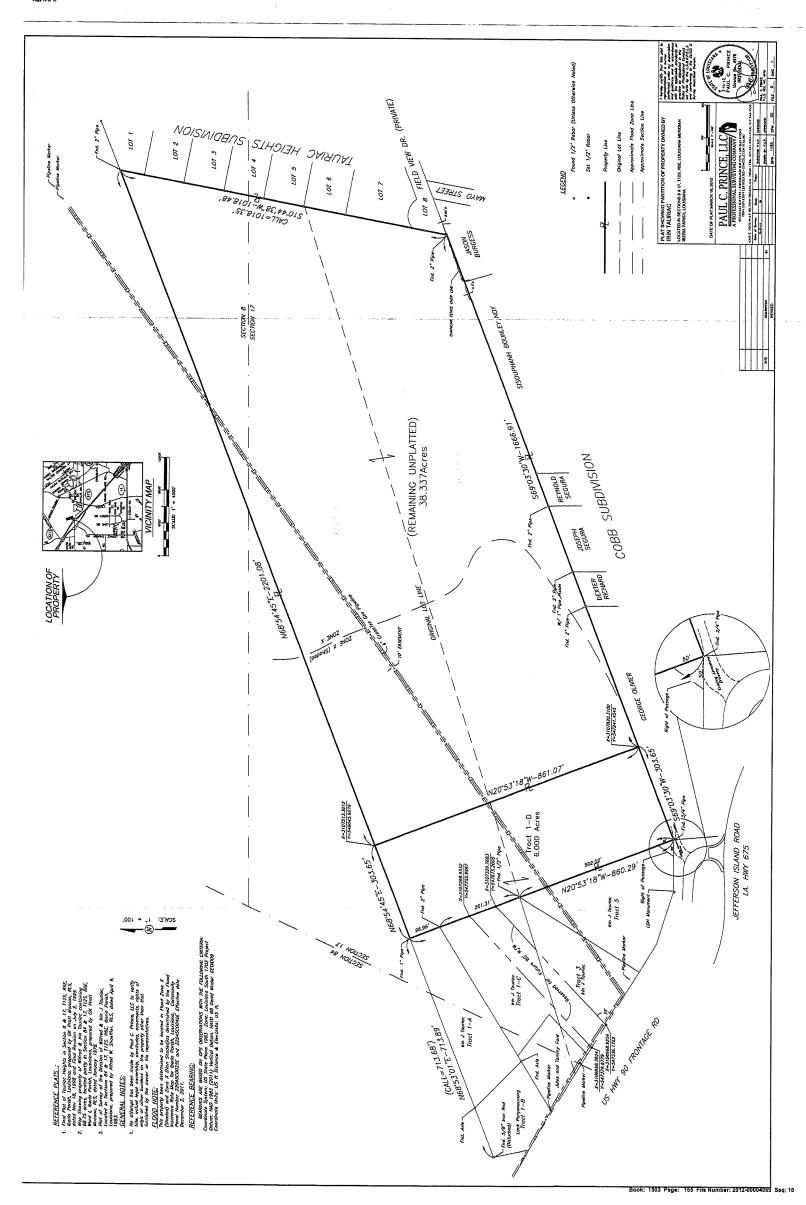
Sincerely,

Charles C. Rader

Permitting, Planning and Zoning Director

Iberia Parish Government

CCR:jea



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STATE OF LOUISIANA		Project No. 900-367 Suppense
PARISH OF		Couteau Road Mon
KNOW ALL MEN BY THESE PRESENTS, U	wilfred Tauria	· · · · · · · · · · · · · · · · · · ·
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of lawful age, a resident of New Iberia	State of Louisians	Civentar In consideration of the
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for does hereby grant unto LOUISIAMA INTRAS address in Pineville, Louisiana, and to its succe of the undersigned situated in the Parish of Ther	ceipt whereof is hereby ackr TATE GAS CORPORATION store or assigns therein call	lowledged, and full acquittance granted ther I, a Louisiana corporation whose post-officed Grantes) the right to price the process.
A certain tract of land situated in The right-of-way herein granted will this agreement.	sections 17 & 84, T1 L be as shown on map	.2S-R6E, Iberia Parish, Louisian attached here-to and made a par
herein described.	ion sil protective equipmen sintain said Right-of-way a si- have the right to lay a sect, seld second line to be laid of-Way and essement hereby and egress to and from sil and egress to the Rig and enjoyment of the Rig	17 for the distribution or fransportation of not to keep the same clear of underbrush and pipe line, subject to the payment to the edjacent to and parallel with the first, granted is 30 feet in width, aid Right-of-Way and all other rights and hi-of-Way herein granted for the purpose
To have and to hold said Right-of-Way and conditions and limitations herein contained.	d privileges unto the Grante	e, it's successors and assigns, subject to the
The Grantor shall have full use of said Ri herein granted to said Grantee, Grantor agrees no struction on or over that will interface with	ght-of-Way and the right to	cultivate the same except for the purpose
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Grantor in writing to the office of the Grantee at damages if not mutually agreed upon, to be accert be appointed by the Granter, one by the Grantee persons shall be final and conclusive.	said lines, provided an item Pineville, Louisians, within lained and determined by th s, and the third by the two	ized claim thereof shall the presented by the thirty days after the disagns adoner said the disinterested persons, one of whom shall so appointed, and the award of such three
This Right-of-Way does not convey any int		
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PARISH OF A POLICES		
Before me, the undersigned authority, person who being first duly swern, did depose and say the sence of the Granter and sucher subscribing witned all the ethers, and that all of said alguatures the	at he signed the within fore	going instrument as a witness, in the pre- his presence, each signing in the presence
EWORN TO AND SUBSCRIBED before m	****	This mines
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