# Exhibit A. Grezaffi North Site Title Abstract

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CASH SALE

STATE OF LOUISIANA

PARISH OF ASCENSION

MODEL A. A. KREWELLY

382378

UY. CLERK

BE IT KNOW, that on the dates mentioned below, and before the undersigned notaries and competent witnesses, personally came and appeared:

THE SUCCESSION OF H. TAYLOR MORRISSETTE (Taxpayer I.D. No. 63-6164286), whose mailing address is declared to be 106 St. Francis Street, Mobile, Alabama 36602, herein represented by Edwin J. Curran, Jr., Vaughan Inge Morrissette and Gilbert F. Dukes, Jr., Co-Executors, appearing by virtue of an Order rendered on November 8, 1996, in the 23rd Judicial District Court in and for the Parish of Ascension, Louisiana, in No. 10,793 on the Probate Docket of said court, a certified copy of which is annexed hereto; and

VAUGHAN INGE MORRISSETTE (ss# 5530), born Inge, widow of H. Taylor Morrissette, domiciled in the County of Mobile, State of Alabama, whose mailing address is declared to be 3 Taylor Place, Mobile, Alabama 36608;

hereinafter designated as "vendors', who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendors have bargained and sold, and do by these presents grant, bargain, sell, assign, transfer, deliver, convey and abandon and set over under special and limited warranty of title as set forth below, but with full substitution and subrogation in and to all rights and actions of warranty against all preceding owners and vendors, unto:

L. J. GREZAFFI (ss# 5651), husband of Jude Robillard Grezaffi, with whom he resides, domiciled in the Parish of Pointe Coupce, State of Louisiana, whose mailing address is declared to be P. O. Box 692, New Roads, Louisiana 70760, who declared that he is purchasing the property herein conveyed with funds belonging to his separate and paraphernal estate;

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

MOUNT HOUMAS PLANTATION: A certain tract or parcel of ground, together with all the buildings and improvements thereon and all the rights, ways servitudes, advantages, privileges and appurtenances thereunto belonging or in anywise appertaining, containing 534.36 acres, more or less, situated in Ascension Parish, Louisiana, in Section 50, Township 9 South, Range 2 East, and being part of Mount Houmas Plantation shown on a map made by J. C. Waties, C. E., dated June, 1948, revised by J. N. Troxclair on February 29, 1960, and bearing notation of revisions in 1960, 1961, 1962, 1970 and 1980, as a portion of Mount Houmas Plantation, Southeastern Land District of Louisiana, East of the Mississippi River, in Ascension Parish, Louisiana, said portion of Mount Houmas Plantation being more particularly described in accordance with a survey made by James M. Theriot, dated February 17, 1976, a copy of which is on file and of record, as follows:

Commence at the intersection of the northwest corner of the Borden, Inc. Property and the southeastern line of La. Highway 73 right of way marked with a concrete monument with brass disc for the POINT OF BEGINNING; thence along the La. 73 Highway right of way North 40 degrees 34 minutes 40 seconds East a distance of 621.19 feet; North 42 degrees 01 minutes 25 seconds East a distance of 940.61 feet; North 42 degrees 11 minutes 04 seconds East a distance of 947.59 feet; North 42 degrees 25 minutes 58 seconds East a distance of 172.59 feet; North 43 degrees 08 minutes 11 seconds East a distance of 647.01 feet; and North 42 degrees 08 minutes 00 seconds East a distance of 144.84 feet to point

CONVEYANCE BOOK PAGE

and corner on the property line of property owned now or formerly by Gulf States Utilities Company; thence South 47 degrees 09 minutes 52 seconds East a distance of 2,341.21 feet to a point; thence South 42 degrees 26 minutes 59 seconds East a distance of 4,068.26 feet to a point and corner; thence South 1 degree 02 minutes 37 seconds East a distance 2,255.99 feet to point and corner on the South right of way line of La. Highway 30; thence South 89 degrees 08 minutes 32 seconds West along the north line of La. Highway 30 right of way a distance 2,457.56 feet to a concrete monument with a brass disc and corner; thence North 45 degrees 26 minutes 12 seconds West a distance of 6,137.18 feet to the POINT OF BEGINNING.

TOGETHER WITH all right, title and interest vendors may have in and to any rights of way adjoining the above properties.

Being the same property acquired by H. Taylor Morrissette, while married to Vaughan Inge Morrissette, from Colonial Sugars, Inc. hy act of sale dated December 31, 1986, filed and recorded under Entry No. 379 of Conveyance Book 417, records of Ascension Parish, Louisiana.

Vendors hereby reserve one-half (1/2) of all of the oil, gas and minerals and one-half (1/2) of all of the oil, gas and mineral rights in, on under, and that may be produced from the above described property. It is understood, however, that purchaser shall have at all times unrestricted use and occupancy of the surface of the above described lot of ground and that no drilling, mining, exploration, or other activities shall be conducted or carried on upon the surface of said property without the express written consent of purchaser.

The property hereinabove described is transferred to purchaser pursuant to that certain agreement to purchase and sell commercial property executed by vendors on July 31, 1996 in favor of L.J.G. Land Co., Inc. The said L.J.G. Land Co., Inc. has assigned to purchaser herein its interest in said agreement.

TO HAVE AND TO HOLD the said property unto the said purchaser, his heirs and assigns, free from any mortgages or other encumbrances, forever.

Vendors and purchaser acknowledge that the property is transferred by vendors to purchaser without any warranty of title whatsoever, even as to return of purchase price, and without any warranty with respect to the soil or sub-soil conditions of the property conveyed or its suitability for any purpose, except that vendors warrant that during its ownership of the property it has not transferred said ownership to any third persons, nor taken any action to create or cause a cloud, defect or encumbrance on the title.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of NINE HUNDRED SEVENTY THOUSAND AND NO/100THS DOLLARS (\$970,000.00), lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendors, and full discharge and acquittance granted therefor.

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

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 1996 shall be prorated as of the date of sale.

And now intervenes JUDE ROBILLARD GREZAFFI, born Robillard, wife of L. J. Grezaffi, who acknowledges that the said L. J. Grezaffi is purchasing the above described property as his separate and paraphernal property, with funds belonging to his separate and paraphernal estate, and that said property shall constitute his separate property.

CONVEYANCE BOOK PAGE

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WITNESSES:	THE SUCCESSION OF H. TAYLOR MORRISSETTE
James J. Newson	By: Aura (Mar) Edwin J. Curran, Jr., Co-Executor
	By: Janghon Onge Morrisselle Vaughan Inge Morrisselle
	By: Gilbert F. Dukes, Jr. Co-Executor
	Vaughan Inge Morrissette
<u> </u>	NOTARY PUBLIC PINO

(AFFIX SEAU)

My Commission Expires: (1980) (1984) (1984) (1984) (1984)

THUS DONE AND SIGNED by L. J. GREZAFFI and JUDE ROBILLARD GREZAFFI on the 20th day of November, 1996, in the City of Gonzales, Parish of Ascension, State of Louisiana, in the presence of the undersigned witnesses and me, notary, after a due reading of the whole.

WITNESSES

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Jude Robillard Grezaffi

NOTARY EUBLIC

CONVEYANCE BOOK PAGE 0568 721

## STATE OF LOUISIANA RECEIVED AND FILED 23th Judicial District Court For The Parish Office ROURGUE ASCENSION No. 42

No. 10,793 SUCCESSION OF H. Taylor Morrissette ......Deputy Clerk, being duly sworn, says that the advertisements for the homologation of the application for the sale of property,.... at private sale, presented by the \_\_\_\_\_Co-Executors The Chief in the above entitled matter, having been published in the a newspaper published daily in the City of Donaldsonville on the 10th and 31st of October 1996,, and that no opposition has been filed thereto, within ( ) days from the date of the last publication. Sworn to and subscribed before me, this day of Noncolumn 1976 and certified correct. LDeputy Clerk. STATE OF LOUISIANA 23th Judicial District Court For The Parish of DIVISION..... No. 10,793 SUCCESSION OF ..... H. Taylor Morrissette Due proof having been made before this Court, that the application for the sale of property, at private sale, herein filed on the 21st day of October has been advertised according to law; that no opposition has been filed thereto, and that the legal delays for opposing the same have clapsed, and duc proof having been made of the advisability of the said sale of property, at private sale. It is ordered that the said application be approved and homologated, and the said sale of at private sale, be made as prayed for. BOOK

RECORDED FROM THE DOCUMENT ON FILE THIS 21ST DAY OF NOVEMBER 1996

KERMIT HART BOURQUE CLERK OF ASCENSION

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### **CASH SALE**

STATE OF LOUISIANA

PARISH OF ASCENSION

On the 17th day of December, 1997, before me, Notary Public for the Parish of Ascension and in the presence of the subscribing witnesses, personally came and appeared:

L. J. GREZAFFI, SSN 15651, husband of Jude Robillard Grezaffi, with whom he lives and resides, resident of the lawful age of the Parish of Pointe Coupee, State of Louisiana, whose mailing address is declared to be P.O. Box 692, New Roads, LA 70760;

herein called Seller, resident of and domiciled in the Parish and State of aforesaid, who declared that for the price of SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00) 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:

DDS, INC., a Louisiana corporation domiciled in Calcasieu Parish, and represented herein by its duly authorized officer, Gerald W. Dickens, President, by virtue of a corporate resolution recorded in the official records of Ascension Parish, Louisiana;

herein called BUYER, resident of and domiciled in Calcasieu Parish and State of Louisiana aforesaid, and whose mailing address is declared to be P.O. Box 16846, Lake Charles, LA 70616, buying described property and delivery of which BUYER acknowledges:

A certain lot or parcel of ground, together with all buildings and improvements situated thereon and thereunto belonging, situated in the Parish of Ascension, State of Louisiana, in Section 50, Township 9 South, Range 2 East, Southeastern Land district of Louisiana, and being designated as LOT 3-A as per official subdivision plat made by James H. Chustz, Jr., P.L.S. recorded in COB 586, Folio 271, File No. 402143 of Ascension Parish records. Said Lot 3-A having a measurement of 234.29 feet on La. Hwy. 30 by a depth on its eastern boundary of 929.62 feet, having a measurement on it Northern boundary of 234.29 feet, and having a measurement on its Western boundary of 929.62 feet, being al of Lot 3-A containing 5.00 acres, all as per said survey. Said Lot having 10 foot utility servitude and a 140 foot building set back line on its frontage and a 15 foot servitude across the rear, all as per said survey.

CONVEYANCE BOOK PAGE 0587 805 Taxes for the current year will be paid in the proportion of Pro-Rata by SELLERS.

All parties signing the within instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties. Certificates are annexed showing that taxes assessed against the property have been paid. U.S. Internal Revenue stamps are affixed in the amount of \$--0--.

Done and signed by the parties at my office in Gonzales on the date first above written, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES

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CEDALD W DICKENS Procident

LARRY W BUQUOI, Nourty Public

RECORDED FROM THE DOCUMENT ON FILE THIS 18TH DAY OF DECEMBER 1997

KERMIT HART BOURQUE CHERK OF ASCENSION

CONVEYANCE BOOK PAGE

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FILED AND RECORDED MERMIT HART BOURDU CENSION CLERK OF CO

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STATE OF LOUISIANA

#### PARISH OF ASCENSION

BEFORE ME, the undersigned authority, a Notary Public, in and for the Parish of Ascension, State of Louisiana, and in the presence of the undersigned conjuctent witnesses, PERSONALLY CAME AND APPEARED

- L J Grezziffi, dba L J. G Land Co. and doing business under the laws of the State of Louisiana
- L.J.G. Land Co as the owner of lots and tracts numbered below-Lots 66 thru 99 Ascension Industrial Park, located in Section 50 T-9-9 R-2-b ASCENSION PARISH, LOUISIANA Plat prepared by Pan American Engineers and dated July 13th, 1998.
- LJG Land Co has and does hereby establish the following building restrictions and conditions for the benefit of the above numbered lots und/or tracts of land, or any part thereof; it being the intention to establish these restrictions as servifude and covenants running with the land, said restrictions being set out as tollows, to-wit
- All of said loss described above are hereby designated as commercial loss having uses permissive within this zoned classification with the exception of the following uses which are prohibited.
  - (a) Scrap or junk yards.
  - (b) Demolition yards
  - Car wrecking, salvage yards, or automotive scrap or vehicular junk yards (c)
  - Abattoir and/or slaughterhouse (d)
  - (e) No exotic dancing or strip clubs or strip bars
- No building shall be erected, placed or altered on any lot until two (2) sets of construction 2 plans and specifications and a plot plan showing the location of the planned structure have been submitted to the Architectural Control Committee for its approval as to quality of materials and harmony of external design with existing structures. One (1) complete set of plans, specifications and plot plans shall be retained by the Architectural Control Committee The front of any building so erected, placed or altered shall be constructed exteriorly of brick veneur, brick, glass, stone, studed or any combinations thereof acceptable to the Architectural Control Committee, it being specifically understood that the outside construction of the rear and two sides of said buildings may be of wood, baked pre-colored metal or other materials acceptable to the Architectural Control Committee, but may not be of asbestos siding, imitation brick siding, permastone, galvanized iron or other metals not acceptable to the Architectural Control Committee These materials are also prohibited on the front of the buildings constructed. The minimum square feet for any one story building is 1200 square feet For any building over one story, there shall be a minimum of 800 square feet on the first floor but having a total minimum of 1200 square feet. The exterior of any story above the first floor may be of wood, or any material acceptable to the Architectural Control
- No building shall be located on the following lots nearer than 100 ft, from the front property 3 line I ats 66-67-68-77-78-87-88-98 and 99

No building shall be located on the following lots nearer than 50 feet from the front property line Lots 69 thru 76, 79 thru 83, and 89 thru 93.

- All parking area in the front of the building must be of concrete or asphalt surfacing. Any other parking where asphalt or concrete is not used must be fenced and screened from the adjoining lots on either side and the rear lots
- 5 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- No issue shall be erected on said lot beyond the front building setback line on that lot, nor shall a fonce be erected on a lot that does not have a building constructed on it unless this lot is to be used in conjunction with the building adjoining it on the other side.
- No building shall be occupied until the exterior is completely finished and at least TWO HUNDRED (\$200.00) DOLLARS of shrubbery per lot has been planted in the front of the building, value based on retail prices at time of planting.
- No structure of a temporary character, trader, basemont, tent, aback, barn or other outbuilding shall be used on any lot at any time us a place of business, either temporary or permanently, except as movable construction shacks during construction period. No structure, in addition to the main building, either permanently or temporary, may be constructed, without having been approved by the Architectural Control Committee, and any such buildings must conform in every respect, including materials, with the exterior construction of the main building construction on the lot
- All purchasers who do not build must maintain their site free of debris, high grass, and weeds, and the Architectural Control Committee has the right to expend up to FIVE HUNDRED DOLLARS (\$500 00) in any one year to see that the grass is cut, and to charge the lot or lots with the cost for the work involved and to file a lien against the said lot after a registered notice shall have been sent to the owner, and a period of thirty (30) days shall have lapsed without any payment for said work so performed
- No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system approved by the Ascension Parish Health Unit
- No lot shall be re-subdivided without the written consent of the Architectural Control Committee No barrow pits shall be maintained on any lots
- An Architectural Control Committee composed of L. J. Grezaffi, Chairman, James T. Newsom, and Joseph Garrett is hereby appointed A majority of the commutee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this coveriant. The Architectural Control Committee herein provided for shall serve until ninety (90%) percent of the lots established in Ascension Industrial Park Subdivision have been developed and sold, and, at that time, the sole property owners shall appoint their own Architectural Control Committee. In addition, the decision of the Architectural Control Committee, in the event of any dispute or controversy involving the interpretation of these restrictions, or the applicable use of said lots, shall be final and non-appealable.
- The committee's approval or disapproval as required in these covenants shall be in writing in the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, in writing, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the relative covenants shall be deemed to have been fully complied with
- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants shall be recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part

CONVEYANCE BOOK PAGE 0622 402 Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

THUS DONE AND SIGNED in my office in New Roads, Louisiana, in the presence of the undersigned competent witnesses, this 13th day of July, 1998 in displicate originals

WITNESS:

L. J. G. Land Co.

J Grezaffy

RECORDED FROM THE DOCUMENT ON FILE TRIS 3RD DAY OF AUGUST 1999

KERMIT HART BOURQUE CLERK OF ASCENSION

CONVEYANCE PAGE 0622 403

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CASH SALE

STATE OF LOUISIANA

PARISH OF ASCENSION

On this 15th day of July, 1998, before me, Notary Public for the Parish of Ascension and in the presence of the subscribing witnesses, personally came and appeared:

L. J. GRIZAFFE, SSN: 5651, husband of Jude Robillard Grizaffe, with whom he lives and resides, a resident of the lawful age of the Parish of Pointe Coupee, Louisiana, dealing herein with his separate property, whose permanent mailing address is declared to be P.O. Box 692, New Roads, LA 70760;

herein called Seller, who declared that for the price of THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, eash 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:

P. A., INC., a Corporation authorized and doing business in the State of Louisiana, and domiciled in the Parish of Ascension, Louisiana, represented herein by Sandy Baum, its President, duly authorized according to a Resolution attached hereto and made a part hereof,

herein called BUYER, whose permanent mailing address is declared to be 6626 Gulf Freeway, Houston, TX 77087, the following described property and delivery of which BUYER acknowledges:

One certain lot or parcel of ground together with all buildings and improvements thereon and thereunto belonging, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining including all rights of liberative and aequisitive prescription situated in the Parish of Ascension, State of Louisiana, in Section 50, Township 9 South, Range 2 East, Southeastern District of Louisiana, in that certain subdivision known as ASCENSION INDUSTRIAL PARK, and being more particularly described as the LOT NUMBER 4A1, according to a Final Plat showing said Lot 4-A-1 on file and of record in the office of the Clerk of Court of Ascension Parish, Louisiana in file number 416,301. Said Lot 4A1 having such dimensions and being subject to such servitudes and building set back lines as are more fully shown and described on said Final Plat.

Subject to the Subdivision Restrictions on file and of record in the office of Clerk of Court, Ascension Parish, Louisiana

CONVEYANCE BOOK PAGE 0600 171

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Taxes for the current year will be paid in the proportion of Pro-Rata by SELLERS.

All parties signing the within instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties. Certificates are annexed showing that taxes assessed against the property have been paid. U.S. Internal Revenue stamps are affixed in the amount of \$--0--.

Done and signed by the parties at my office in Gonzales on the date first above written, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

Same I. Warner

P. A., INC.

BY: SANDY BAUM

President

ANDRÉ P. GAUTHIER, Notary Public

CONVEYANCE BOOK PAGE

#### RESOLUTION OF P. A., INC.

The following is a resolution approved by the Board of Directors of P. A., Inc. on the 14th day of July, 1998:

BE IT RESOLVED THAT SANDY BAUM, President, of P. A., Inc. is hereby authorized to sign on behalf of P. A., Inc. all documents, papers and agreements necessary for the acquisition of property, sale of property, lease of any and all properties, moveable or immovable, wherever it may be located for certain prices which he feels are reasonable in the marketplace. Said documents included by this resolution include but are not limited to Cash Sales, Leases, commercial leases, and any and all other documents required and necessary for the acquisition completion of lease transaction.

#### **CERTIFICATE**

1, C715 C. GALLOWAY, do hereby certify that I am the duly elected officer, namely Vice President/Acting Secretary of P. A., INC. and the foregoing resolution was adopted by a majority of the Board of Directors of this corporation at a vote taken on July 14, 1998. This resolution has not been modified or rescinded and is still in full force and effect.

Signed this 14th day of July, 1998 in Gonzales, Louisiana.

Vice President/ **Acting Secretary** 

ATTEST:

CONVEYANCE BOOK PAGE

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> THIS 16TH DAY OF JULY 1998 RECORDED FROM THE DOCUMENT ON FILE

KERMIT HART BOURQUE CLERK OF ASCENSION

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#### STATE OF LOUISIANA

#### PARISH OF ASCENSION

BEFORE ME, the undersigned authority, a Notary Public, in and for the Parish of Ascension, State of Louisiana, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

- L. J. Grezaffi, dba L. J. G. Land Co. and doing business under the laws of the State of Louisiana
- (A) L.J.G. Land Co. is the owner of lots and tracts numbered below. Lots 1- thru 8-A and Lots 9 thru 165 Ascension Industrial Park, located in Section 50 T-9-S R-2-E ASCENSION PARISH, LOUISIANA. Plut prepared by Pan American Engineers and dated July 13th, 1998.
- L.J.G. Land Co. has and does hereby establish the following building restrictions and conditions for the benefit of the above numbered lots and/or tracts of land, or any part thereof, it being the intention to establish these restrictions as servitude and covenants running with the land, said restrictions being set out as follows, to-wit:
- 1. All of said lots described above are hereby designated as commercial lots having uses permissive within this zoned classification with the exception of the following uses which are prohibited:
  - (a) Scrap ur junk yards
  - (b) Demolition yards.
  - (c) Car wrecking, salvage yards, or automotive scrap or vehicular junk yards.
  - (d) Abattoir and/or slaughterhouse.
- No building shall be erected, placed or altered on any lot until two (2) sets of construction plans and specifications and a plot plan showing the location of the planned structure have been submitted to the Architectural Control Committee for its approval as to quality of materials and harmony of external design with existing structures. One (1) complete set of plans, specifications and plot plans shall be retained by the Architectural Control Committee The front of any building so erected, placed or altered shall be constructed exteriorly of brick veneer, brick, glass, stone, stucco or any combinations thereof acceptable to the Architectural Control Committee, it being specifically understood that the outside construction of the rear and two sides of said buildings may be of wood, baked pre-colored metal or other materials acceptable to the Architectural Control Committee, but may not be of asbestos siding, imitation brick siding, permastone, galvanized iron or other metals not acceptable to the Architectural Control Committee. These materials are also prohibited on the front of the buildings constructed. The minimum square feet for any one story building is 1200 square feet. For any building over one story, there shall be a minimum of 800 square feet on the first floor but having a total minimum of 1200 square feet. The exterior of any story above the first floor may be of wood, or any material acceptable to the Architectural Control Committee
- No building shall be located on the following lots acarer than 140 ft. from the front property line Lots 1A, 2A, 3A, 6A, 7A, 8A and Lots 9, 10, and 11, Lots 20 thru 26, Lots 35 thru 62, Lot 67, Lots 90 thru 135, Lots 141 thru 165.

No building shall be located on the following lots neater than 50 feet from the front property line. Lots 4A, 5A, Lots 12 thru 19, Lots 27 thru 34, Lots 63 thru 66, and Lots 68 thru 90.

BOOK PAGE

- 4. All parking area in the front of the building must be of concrete or asphalt surfacing. Any other parking where asphalt or concrete is not used must be fenced and screened from the adjoining lots on either side and the rear lots.
- Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- No fence shall be erected on said lot beyond the front building setback line on that lot, nor shall a fence be erected on a lot that does not have a building constructed on it unless this lot is to be used in conjunction with the building adjoining it on the other side.
- No building shall be occupied until the exterior is completely finished and at least TWO HUNDRED (\$200.00) DOLLARS of shrubbery per lot has been planted in the front of the building, value based on retail prices at time of planting.
- No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot at any time as a place of business, either temporary or permanently, except as movable construction shacks during construction period. No structure, in addition to the main building, either permanently or temporary, may be constructed, without having been approved by the Architectural Control Committee, and any such haildings must conform in every respect, including materials, with the exterior construction of the main building construction on the lot
- 9. All purchasers who do not build must maintain their site free of debris, high grass, and weeds, and the Architectural Control Committee has the right to expend up to FIVE HUNDRED DOLLARS (\$500.00) in any one year to see that the grass is cut, and to charge the lot or lots with the cost for the work involved and to file a lien against the said tot after a registered notice shall have been sent to the owner, and a period of thirty (30) days shall have lapsed without any payment for said work so performed.
- No person shall provide or install a method of sewerage treatment other than connection to a sanitary sewer system approved by the Ascension Parish Health Unit.
- No lot shall be re-subdivided without the written consent of the Architectural Control Committee.
- An Architectural Control Committee composed of L. J. Grezaffi, Chairman, James T. Newsom, and Joseph Garrett is hereby appointed. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Committee herein provided for shall serve until ninety (90%) percent of the lots established in Ascension Industrial Park Subdivision have been developed and sold, and, at that time, the sole property owners shall appoint their own Architectural Control Committee. In addition, the decision of the Architectural Control Committee, in the event of any dispute or controversy involving the interpretation of these restrictions, or the applicable use of said lots, shall be final and non-appealable.
- The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, in writing, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the relative covenants shall be deemed to have been fully complied with.
- These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (80) years from the date these covenants shall be recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

- 15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants in whole or in part, either to restrain violation or to recover damage.
- 16. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

Gonzales
THUS DONE AND SIGNED in my office in New Roads, Louisiana, in the presence of the undersigned competent witnesses, this 15th day of July, 1998 in duplicate originals.

WITNESS:

L. J. G. Land Co.

Sworn to and Subscribed before me, Notary Public.

Notary Public

L. G. Grezaffi agrees and stipulates to hold Notary Public herein harmless from any liability associated with the execution of this document. Notary Public herein did not prepare this document, said document was provided by L. G. Grezaffi.

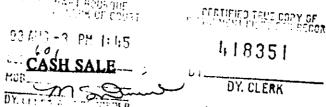
L. G. Grezaffi

RECORDED FROM THE DOCUMENT ON FILE PHIS 16TH DAY OF JULY 1998

HART BOURQUE CLERK OF ASCENSION

CONVEYANCE BOOK PAGE

0600



On this 30th day of July, 1998, before me, a Notary Public for the Parish of East Baton Rouge, Louisiana, and in the presence of the subscribing witnesses, personally appeared:

L. J. GREZAFFI (SS# 5651), a resident of lawful age of Pointe Coupee Parish, Louisiana, married to and living with Jude Robillard Grezaffi, who declared that the property herein conveyed is his separate property, which was purchased with his separate funds for the use and benefit of his separate estate,

herein called SELLER, whose permanent mailing address is declared to be P. O. Box 692, New Roads, LA 70760, who declared that for the price of SEVENTY-ONE THOUSAND SIX HUNDRED AND NO/100 (\$71,600.00) 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:

LFZ, INC., a Louisiana corporation domiciled in Ascension Parish, Louisiana, represented herein by Linda F. Zimmermann, its President, duly authorized,

herein called BUYER, whose permanent mailing address is declared to be 40137 Autumn Hill Avenue, Prairieville, LA 70769, the following described property, the possession and delivery of which BUYER acknowledges:

A certain lot or parcel of ground designated as LOT 6A-1, ASCENSION INDUSTRIAL PARK, which is more particularly described according to "Final Plat of Lot 6A-1 and Lot 6A-2 being the Resubdivision of Lot 6A of Woodland Subdivision, First Filing Located in Section 50, T-9-S, R-2-E, Ascension Parish, Louisiana for L.J.G. Land Company", prepared by Pan American Engineers, dated July 28, 1998. Said tract having such measurements and dimensions as shown on said map and being subject to the servitudes and building setback line as reflected on said map.

Subject to all previously recorded building restrictions, servitudes, building set back lines; and oil, gas and mineral reservations, conveyances and leases of record.

-1-

CONVEYANCE BOOK PAGE

0601

All parties signing the within instrument have declared themselves to be of full legal capacity.

Taxes for the current year will be prorated.

All agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

THUS DONE, READ AND PASSED at my office in Baton Rouge, before the undersigned Notary and competent witnesses who have signed in the presence of the parties and me, Notary, on the date first above written.

WITNESSES:

L. J. GREZAI

LFZ, INC.

Tax ID # applied for

Den 20 11 11.

Linda F. Zimmermann, President

NOTARY PUBLIC

RECORDED FROM THE DOCUMENT ON FIVE THE 3RD DAY OF AUGUST 1998

KERMIT HART BOURQUE CLERK OF ASCENSION

CONVEYANCE BOOK PAGE

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FILED AND RECORDED TEAMIT HART BOURQUE TEAMICH CLERK OF COURT

98 OCT -5 AH 11: 25

009 404 10110 CASH SALE

CERTIFIED TRUE COPY OF INSTRUMENT FILED FOR RECORD

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DY. CLERK

BY: L. J. GREZAFFI AND JUDE ROBILLARD GREZAFFI

STATE OF LOUISIANA

A CONTROL OF THE POST OF THE STATE OF THE ST

TO: ALTON J. NICKENS, JR.

PARISH OF ASCENSION

BE IT KNOWN, that on this 2 day of 1998, before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

L. J. GREZAFFI, Social Security 4-5651, husband of Jude Robillard Grezaffi, Social Security 2-2274, with whom he is living and residing; and the said JUDE ROBILLARD GREZAFFI, who joins in the execution of this act of sale for the purpose of acknowledging that her husband is conveying property purchased with funds belonging to his separate estate; the said Jude Robillard Grezaffi herein represented by L. J. Grezaffi under power-of-attorney duly recorded;

herein called SELLER, whose permanent mailing address is declared to be PO Box 692, New Roads, Louisiana 70760, who declared that for the price of THIRTY THOUSAND AND NO/100 (\$30,000.00) OOLLARS, cash, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions SELLER may have unto:

ALTON J. NICKENS, JR., Social Security 4-3346, married but one time and then to Gwendolyn Alford Nickens with whom he is living and residing:

herein called BUYER, whose permanent mailing address is declared to be 16159 Joe Sevario Road, Prairieville, Louisiana 70769, the following described property, the possession and delivery of which BUYER acknowledges:

A certain lot of ground together with all buildings and improvements thereon and thereto belonging and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining including all rights of liberative and acquisitive prescription situated in the Parish of Ascension in Section 50, Township 9 South, Range 2 East, Southeastern District of Louisiana, and being designated as Lot 5A1 on the Final Plat of Ascension Industrial Park made by Joseph Garrett, Registered Land Surveyor, for L.J.G. Land Company dated 6/25/98, approved by the Ascension Parish Planning Commission on 6-30-98, and recorded on July 2, 1998 in COB 599, Folio 443. File #416301 of Ascension Parish. Said Lot 5A1 measures 250 feet front on La. Hwy. 30 by a depth between parallel lines of 185.92 feet, with a rear measurement of 250 feet, containing an area of 1.07 acres, all as is more fully shown on the plan of survey referred to above, and being subject to such building setback lines, servitudes and other matters, if any, as shown on said plan of survey.

Any mineral rights owned by seller are conveyed without warranty. It is agreed and so stipulated by the parties hereto that in the event of any discrepancies between the written description set forth above and the plan of survey referred to therein, the plan of survey will control without the necessity for an act of correction.

NO TITLE EXAMINATION WAS REQUESTED AND NONE WAS MADE. THE DESCRIPTION AND ALL DIHER INFORMATION SET FORTH IN THIS ACT WAS FURNISHED BY THE PARTIES HERETD.

Taxes for the current year will be pro-rated. All parties signing the within instrument have declared themselves to be of full legal capacity. All agreements and stipulations herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his successors and assigns shall have and hold the described property in full ownership forever.

The parties hereto waive the production of any and all conveyance, tax and mortgage

CONVEYANCE BOOK PAGE

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ST. AMANT & ST. AMANT (A PROFESSIONAL CORPORATION) 218 E. JOSEPHENE STREET PO. BOX 128 GONZALES, LOUISIANA 70707-0128 certificates and relieve and release me, Notary, from any liability resulting from the non-production thereof.

Christian of the State of the S

The Control of the Co

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date above written in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

II INESSES:

Jude Robiilland Grezaffi

Alton J. Nickens, Jr.

Penrose C. St. Amant, NOTARY PUBLIC

RECORDED FROM THE DOCUMENT ON FILE THIS 5TH DAY OF OCTOBER 1998

KERMIT HART BOURGUE CLERY OF ASCENSION

CONVEYANCE BOOK PAGE

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ST. AMANT & ST. AMANT (A PROPESSIONAL CORPORATION) 216 E. JOSEPHINE STREET PO. BOX 128 CONZALES, LOUISANA 70707-0128 FULLD AND RECORDED

FOREST HART BOURGUE

FOREST CLERK OF COURT

CENTIFIED TRUE COPY OF INSTRUMENT FILLS FOR RECORD

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CASH SALSO JAN 25 PH 2: 15

STATE OF LOUISIANA THE BELFT-RHOWN, That of the gold ERRY of January

CITY OF BATUS A Person of the full age of majority of the Parish of Sate Baton Rouge, Louisians, and Ascension, State of Louisians, married to and living with Jude Robillard Grezaffi, herein selling his separate property;

resident of and domiciled in	the City, Parish and State aforesaid, and whose permanent
malling address is declared to be	, said City and State,
who declared that for the price ofSEVENTY_THREE_	THOUSAND AND NO/100 DOLLARS.
cash in hand paid, receipt of which is hereby acknowled,	(\$73,000.00) ged, seller does hereby sell and deliver, with full warranty of title and sub-
Cannon Picou, from whom he is divorce HUGHES PICOU, born Hughes, both person the arch of Ascension, State of with each other.	nave unto buyer:  Illiage of majority of the Parish of  ing been married but once and then to Pamela  ced; and DDNALD D. PICOU AND MARGARET  sons of the full age of majority of the  Louisiana, who are married to and living  the City, Parish and State aforesald, and whose permanent
mailing address le declared to be P. O. Box 519.	Gonzales. LA 70737 , said City and State,
who acknowledges delivery and possession of the follows	ng described property:

A certain piece or portlon of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, in that subdivision known as ASCENSION INDUSTRIAL PARK, and designated on the a survey entitled "Final Plat of Ascension Industrial Park, Lots 1A, 2A, 3A, 4A, 5A, 6A, 7A & 8A, being a resubdivision of Lots 1, 2, 3, 4, 5, 6, 7 & 8 of The Woodlands Subdivision, located in Section 50, 79S, RIE, Ascension Parish, Louisiana for L.J.G. Land Company" prepared by James H. Chustz, Jr., P.L.S. dated November 12, 1997 a copy of which is on file and of reocrdin the office of the Clerk and Recorder in and for the Parish of Ascension, State of Louisiana, as LOT NUMBER ONE-A (1-A), sald subdivision, said lot having such measurements and dimensions and being subject to such servitudes as are more particularly described on said appurtenances and advantages thereunto belonging or in anywise appertaining.

and being subject to such servitudes as are more particularly described on said subdivision map. Said property is sold, conveyed and accepted subject to any and all valid restrictions, servitudes, mineral conveyances and/or reservations affecting

To have and to hold said property unto the huyer, buyer's heirs, successors and assigns, forever.

All parties signing the within instrument, either as parties or as witnesses, have declared themselves to be of full legal capacity.

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

The certificate of mortgages required by Article 3546 of the revised Civil Code of Louisiana is dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been paid, as appears from the certificate annexed.

Thus done and signed at my office in Baton Konge, Louisiana, on the date above written, in the presence of me. Notary, and the undersigned competent witnesses.

same, if any.

CONVEYANCE BOOK PAG PAGE 397 0610 THIS 25TH DAY OF JANUARY 1999 FILE RECORDED FROM THE DOCUMENT KERMIN HART BOURQUE CLERK OF ABCENSION

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429492

DY. CLERK

CASH SALE

STATE OF LOUISIANA

BE IT KNOWN, That on this 20th day of January

PARISH OF EAST BATON ROUGE

before me, a Notary Public for the Parish of East Baton Rouge, Louisians, and

CITY OF BATON ROUGE In the presence of the subscribing witnesses, personally appeared as seller:
L. J. GREZAFFT, a person of the full age of majority of the Parish of Accession. State of Confidence, married to and living with Jude Robillard Grezaffi, herein seiling his separate property;

relident of and domiciled in, the City, Parish and State aforesaid, and whose permanent
nailing address is declared to be, said City and State,
thu declared that for the price of SEVENTY THREE THOUSAND AND NO/100 DOLLARS.
(\$73,000,00) ish in hand paid, receipt of which is bereby acknowledged, seller does hereby sell and deliver, with full warranty of title and sub-
RICHARD J. FICOU. I PERSON OF THE FULL AGE OF majority of the Parish of Ascension, State of Louisiana, having been married but once and then to Pamela Cannon Picou. from whom he is divorced; and DONALD O. PICOU AND MARGARET HUGHES PICOU, born Hughes, both persons of the full age of majority of the Parish of Ascension, State of Louisiana, who are married to and living with each other;
niling address is declared to be P. O. Box 519, Gonzales, LA 70737, said City and State,
ho acknowledges delivery and possession of the following described property:

A certain piece or portion of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, in that subdivision known as ASCENSION INDUSTRIAL PARK, and designated on the a survey entitled "Final Plat of Ascension Industrial Park, Lots 1A, 2A, 3A, 4A, 5A, 6A, 7A & 8A, being a resubdivision of Lots 1, 2, 3, 4, 5, 6, 7 & 8 of The Woodlands Subdivision, located in Section 50, T9S, RIE, Ascension Parish, Louisiana for L.J.G. Land Company" prepared by James H. Chustz, Jr., P.L.S. dated November 12, 1997 a copy of which is on file and of reocrdin the office of the Clerk and Recorder in and for the Parish of Ascension, State of Louisiana, as LOT NUMBER TWO-A (2-A), said subdivision, said lot having such measurements and dimensions TWO-A (2-A), said subdivision, said lot having such measurements and dimensions and being subject to such servitudes as are more particularly described on said subdivision map.

Said property is sold, conveyed and accepted subject to any and all valld restrictions, servitudes, mineral conveyances and/or reservations affecting same, if any.

To have and to hold said property unto the buyer, buyer's heirs, successors and assigns, forever.

All parties signing the within instrument, either as parties or at witnesses, have declared themselves to be of full legal capacity.

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

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

Thus done and signed at my office in Baton Rouge, Louisiana, on the date above written, in the presence of me, Notary, and the undersigned competent witnesses.

err 0.5.1.0 391

RECORDED FROM THIS 25TH DAY OF JANUARY 1999

KERMIN HART BOURQUE CLERK OF ASCENSION

FILED AND RECORDED TERM! HART BOURDUE UNITED STATES OF AMERICA

STATE OF LOUISIANA: 13

PARISHOF ORLEANS

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

CERTIFIED TRUE COPY OF CASH SALE

430607

BY

\* DY. CLERK L. J. GREZAFFI

TO

GEISMAR INDUSTRIAL, L.L.C.

BE IT KNOWN, that on the respective dates set forth below, but effective as of February 3, 1999;

**BEFORE US,** the undersigned Notaries Public, duly commissioned and qualified in the State and Parishes set forth, therein residing, and in the presence of the undersigned witnesses:

#### PERSONALLY CAME AND APPEARED:

L. J. GREZAFFI, (SSN 5651) an individual of the age of majority and a citizen of the State of Louisiana, who has been married but once and them to Jude Robillard Grezaffi, whose mailing address is P.O. Box 692, New Roads, Louisiana 70760, who declared that the property herein conveyed is his separate and paraphernal property (hereinafter referred to as the "Seller");

#### AND

GEISMAR INDUSTRIAL, L.L.C., (Taxpayer Identification Number 72-1434264), a Louisiana limited liability company, organized pursuant to Articles of Organization dated December 29, 1999, represented herein by its duly authorized Manager, Brian C. Gibbs (hereinafter referred to as "Purchaser");

who declared that Seller has sold and delivered, and do by these presents, grant, bargain, sell, assign, transfer, set over, and deliver, with all legal warranties, and with full substitution and subrogation in and to all the rights and actions of warranty against all preceding owners and vendors, unto Purchaser, all and singular that certain immovable property, known as Lot 7-A of Ascension Industrial Park, located in Section 50, Township 9 South, Range 2 East, Geismar, Louisiana, more fully described on Exhibit A, attached hereunto, together with all improvements located thereon, and all of the rights, ways, privileges, servitudes, appurtenances, and advantages, belonging or in anywise appertaining thereunto (the "Property").

The said Purchaser hereby appears, accepts, and purchases for Purchaser, Purchaser's successors, heirs, and assigns, and acknowledges due delivery and possession of, the Property.

CONVEYANCE PAGE

To have and to hold, the Property herein conveyed unto the Purchaser, Purchaser's successors and assigns, forever.

This sale is made and accepted for and in consideration of the price and sum of EIGHTY THOUSAND AND 00/100 (\$80,000.00) DOLLARS, cash, which the said Purchaser has well and truly paid to Sellers. Sellers hereby acknowledge the receipt of said cash purchase price and grant full acquittance and discharge therefore. Taxes for the year of 1999 have been prorated between the parties.

And now intervenes JUDE ROBILLARD GREZAFFI, born Robillard, wife of L. J. Grezaffi, who acknowledges that the Seller purchased the Property with funds belonging to his separate and paraphernal estate, and that the Property constitutes his separate and paraphernal property.

The parties take cognizance of the fact that mortgage and conveyance certificates have not annexed to this Act and do hereby relieve and release me, the undersigned Notary, and the surety on our official bonds, from all liability in connection therewith.

THUS DONE AND PASSED on this <u>28th</u> day of January, 1999, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the said parties and me, Notary, after due reading of the whole.

WITNESSES:

SELLER:

. J. GREZAHFI

CONVEYANCE BOOK PAGE

0611 301

- 2 -

THUS DONE AND PASSED on this <u>3rd</u> day of February, 1999, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the said parties and me, Notary, after due reading of the whole.

WITNESSES:

**PURCHASER:** 

GEISMAR INDUSTRIAL, L.L.C.

Debra G. Lewy

By:

Brian C. Gibbs Its: Manager

MOTADY PUBLIC

THUS DONE AND PASSED on this 28th day of January, 1999, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the said parties and me, Notary, after due reading of the whole.

WITNESSES:

INTERVENOR:

12/10881/D/08

CONVEYANCE BOOK PAGE

#### **EXHIBIT A**

#### **Property Description**

A certain tract or parcel of land situated in Ascension Parish, State of Louisiana, containing 5.00 acres (217,800 S.F.). The said lot or parcel of land being Lot 7A of Ascension Industrial Park and is shown hereon, and more particularly described to wit: commencing at a brass cap in concrete which is located at the point formed by the intersection of the north right-of way of La. 30 with the property line between lands of L.J.G. Land Company and lands now or formerly belonging to Colonial Sugars Co., thence proceed along the north right-of-way of La. 30 N 89°06'59" E a distance of 257.72 feet to the point of beginning; thence proceed along the north right-of-way of La. 30 N 89°06'59" E a distance of 234.26 feet to a point; thence proceed S 89°06'59" W a distance of 234.26 feet to a point; thence proceed S 89°06'59" W a distance of 234.26 feet to a point; thence proceed S 60°53'01" E a distance of 929.62 feet to the point of beginning.

12/10881/D/08

CONVEYANCE BOOK PAGE 0611 304

#### CERTIFICATE OF AUTHORIZATION BY GEISMAR INDUSTRIAL, L.L.C.

Pursuant to the provisions of Louisiana Revised Statute 12:1317(C), Brian C. Gibbs, the Manager of GEISMAR INDUSTRIAL, L.L.C., a Louisiana limited liability company (the "LLC"), duly authorized hereunto, hereby certifies that by unanimous written consent of the Members dated February 3, 1999, and in accordance with the terms of the Articles of Organization of the LLC, the following resolutions were adopted:

WHEREAS, the sole members of the LLC are (i) Brian Gibbs Development, L.L.C., (ii) Gibbs Development, L.L.C., and (iii) William Derenbecker; and

WHEREAS, Brian C. Gibbs is the Manager of the LLC.

NOW, THEREFORE, BE IT RESOLVED, that the LLC acquire the real property, including any buildings and improvements thereon, designated as Lot 7-A, Ascension Industrial Park, situated in Section 50, Township 9 South, Range 2 East, Geismar, Ascension Parish, Louisiana, as described more fully on Exhibit A attached hereto (the "Property"), upon terms and conditions as Brian C. Gibbs (the "Manager"), in his capacity as Manager of the LLC, in its sole judgment and discretion, deems necessary and appropriate; and

BE IT FURTHER RESOLVED, that the Manager is hereby authorized, instructed, and directed, on behalf of the LLC to enter into all agreements and execute all documents necessary, upon such terms and conditions as the Manager, in its sole judgement and discretion, deems necessary and appropriate, with respect to the acquisition of the Property, including all improvements and personal property located thereon, with such agreements including but not limited to, an Act of Sale; and

BE IT FURTHER RESOLVED, that any and all actions taken (including, without limitation, the execution of documents), by the Manager in connection with the matters authorized in the foregoing resolutions, are hereby ratified and confirmed as acts of the LLC, to the same extent as if such actions had been specifically authorized by resolution of the member of the LLC before such action was taken.

#### CERTIFICATE

The undersigned Manager of Geismar Industrial, L.L.C. does hereby certify that the above and foregoing resolutions were validly adopted by the unanimous written consent of the members of Geismar Industrial, L.L.C., dated February 3, 1999; and that such resolutions have not been modified, amended or rescinded and are in full force and effect.

Dated this 3rd day of February, 1999.

BRIAN C. GIBBS Manager

12/10881/D/14 CONVEYANCE BOOK PAGE

#### **EXHIBIT A**

A certain tract or parcel of land situated in Ascension Parish, State of Louisiana, containing 5.00 acres (217,800 S.F.). The said lot or parcel of land being Lot 7A of Ascension Industrial Park and is shown hereon, and more particularly described to wit: commencing at a brass cap in concrete which is located at the point formed by the intersection of the north right-of-way of La. 30 with the property line between lands of L.J.G. Land Company and lands now or formerly belonging to Colonial Sugars Co., thence proceed along the north right-of-way of La. 30 N 89°06'59" E a distance of 257.72 feet to the point of beginning; thence proceed along the north right-of-way of La. 30 N 89°06'59" E a distance of 234.26 feet to a point; thence proceed N 00°53'01" W a distance of 929.62 feet to a point; thence proceed S 89°06'59" W a distance of 234.26 feet to a point; thence proceed S distance of 929.62 feet to the point of beginning.

12/10881/D/14

CONVEYANCE BOOK PAGE 0611 306

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RECORDED FROM THE DOCUMENT ON FILE THE 9TH DAY OF FEBRUARY 1999

KERMIT HART BOURQUE CLEEK OF ASCENSION

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ACT OF SALE

99 M/R - 9 AM IN: 07

BY AND BETWEEN

COB GL - FILL

MOS - FILL

L.J. CIRIZAFEIVE ROUSER

d/b/a L.J.G. LAND CO.

DERTHEIR TRUE COPY OF DESTATES OF AMERICA

432505<sub>STATE OF LOUISIANA</sub>

DY. GLERK PARISH OF ASCENSION

AS SELLER

AND

HAMCO, INC.

AS BUYER

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid state and parish, and in the presence of the witnesses hereinafter named;

#### PERSONALLY CAME AND APPEARED:

L.J. GREZAFFI, a person of the full age of majority and resident of Point Coupee Parish, Louisiana, whose mailing address is Post Office Box 692, New Roads, Louisiana 70760 having Social Security No. \$\frac{1}{2}\$5651, who declares that he is married to Jude Robillard Grezaffi, with whom he resides, and that he is doing business as L.J.G. Land Co.

(hereinaster referred to as "Seller")

who further declares that Seller does hereby grant, bargain, sell, convey, transfer and deliver, with all legal warranties, and with full substitution and subrogation in and to all rights and actions of warranty against all former owners and vendors, all right, title, interest, warranties and actions unto:

HAMCO, INC., having Federal Tax Identification No. 72-1073788 whose mailing address is 16134 Highway 44 North, Prairieville, Louisiana 70769, appearing through its duly authorized representative

(hereinafter collectively referred to as "Buyer")

CONVEYANCE BOOK PAGE

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here present, accepting and purchasing for itself, its successors and assigns and acknowledging due delivery and possession thereof of all and singular the following described property situated in Ascension Parish, Louisiana, to-wit (hereinafter referred to as the "Property"):

#### PROPERTY

TWO CERTAIN LOTS OR PARCELS OF LAND, together with the improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, and being more particularly described as Lots 36A and 36B, Ascension Industrial Park, Section 50, Township 9 South, Range 2 East, Ascension Parish, Louisiana all as more fully shown on a plat of survey by Pan American Engineers, Baton Rouge, Surveyors, dated January 12, 1999, a copy of which is annexed hereto.

Being a portion of the property acquired by Seller from the Succession of H. Taylor Morrissette and Vaughan Inge Morrissette by act dated November 15, 1996 and November 20, 1996, registered in COB 568, folio 719, Ascension Parish, Louisiana (the "Property").

#### WARRANTIES AND INDEMNITIES

This Act of Sale is conditioned upon the following:

In order to induce Buyer to purchase the Property, Seller makes the following warranties and representations to Buyer, which warranties and representations shall survive the passing of this Act of Sale:

(a) SELLER HAS NOT RECEIVED AND HAS NO REASONABLE BASIS TO EXPECT NOTICE FROM ANY ENVIRONMENTAL REGULATORY AGENCY THAT SELLER IS, OR MAY BE, SUBJECT TO ANY NOTICE OR VIOLATION, PENALTY, ASSESSMENT, ADMINISTRATIVE OR JUDICIAL ENFORCEMENT PROCESS DIRECTED TOWARD REMEDIATION OF ENVIRONMENTAL VIOLATIONS, CONTAMINATIONS, POLLUTION OR HAZARDS; SELLER FURTHER WARRANTS AND REPRESENTS THAT HE HAS NO ACTUAL KNOWLEDGE OF ANY CONDITION ON OR IN THE PROPERTY THAT WOULD SUBJECT SELLER, OR ANY ASSIGNS OF SELLER, TO SUCH ENFORCEMENT. SELLER ALSO WARRANTS AND REPRESENTS THAT SELLER HAS NOT RECEIVED NOTICE AND HAS NO KNOWLEDGE OF ANY PRIVATE CLAIM OR THREATENED PRIVATE CLAIM BY ANY INDIVIDUAL OR ENTITY FOR ENVIRONMENTAL LIABILITY OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, PRESENT OR FUTURE MEDICAL COSTS, PROPERTY

BOOK

ACM4728A.DOC 0.6.1.2

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## DAMAGE, DIMINUTION IN VALUE OR LOSS OF RESOURCES ("ENVIRONMENTAL CLAIMS").

- Sale, the intended use of the Property by the Buyer which includes construction of a warehouse and the use and operation of the Property as a warehouse and light manufacturing is permitted under all applicable zoning and land use laws, regulations, or other restrictions which may be required by any governmental agencies having jurisdiction thereof. Seller has not received and has no reasonable basis to expect notice from any governmental agency that the Property may not be used for the intended purpose; Seller further warrants and represents that he has no actual knowledge of any condition on or in the Property that would prevent Buyer from operating the Property for the intended purpose ("Zoning Claims").
- (c) Buyer shall have received from Seller satisfactory evidence that Seller has fulfilled and completely satisfied all requirements, terms and conditions of all U.S. Army Corps of Engineers Section 404 of the Clean Water Act (33 U.S.C. 1344) Permits, including specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, without limitation, U.S. Army Corps of Engineers Section 404 Permit No. EB-19-specifically, under the Engineer
- (d) Seller shall defend, protect, indemnify and hold Buyer harmless against all liabilities, losses, costs, damages, expenses, fines, obligations, judgments, attorney's fees, expert fees and any disbursements of any kind or of any nature whatsoever, claim actions, actions, causes of action, demands, administrative proceedings, lawsuits or other legal proceedings relating to any Environmental Claims, Zoning Claims or Wetlands Claims.

### EXCLUSIONS AND RESERVATIONS

Specifically excepted and reserved from this Act of Sale are the following:

- Restrictions contained in that certain Act of Restrictions dated July 15, 1998 by L.J. Grezaffi registered July 16, 1998 at COB 600, page 168, Ascension Parish, Louisiana.
- Timber Sale Contract dated November 20, 1996 by L.J. Grezaffi in favor of Buchanan Lumber Mobile, Inc. registered November 21, 1996 at COB 568, page 723, Ascension Parish, Louisiana.
- Servitudes and restrictions contained in that certain Cash Sale dated January 5, 1981 by Borden, Inc. to Colonial Sugars, Inc. registered January 5, 1981 at COB 331, page 647, Ascension Parish, Louisiana.

CONVEYANCE PAGE 0612 653

- Mineral Reservation contained in that certain Cash Sale dated November 15, 1996 by Succession of H. Taylor Morrissette to L.J. Grezaffi registered November 12, 1996 at COB 568, page 719, Ascension Parish, Louisiana.
- 5. Servitudes and permits contained in that certain Cash Sale dated March 24, 1961 by Dr. John R. Jones and Bob Reiley Jones to The Borden Company registered March 24, 1961 at COB 157, page 311, Ascension Parish, Louisiana.

TO HAVE AND TO HOLD the said Property unto the said Buyer, its heirs and assigns forever with full substitution and subrogation in and to all of the rights, warranties, claims and actions that Seller has or may have against all preceding owners or vendors.

#### **PURCHASE PRICE**

This Act of Sale is made and accepted for and in consideration of the price and sum of ONE HUNDRED SEVENTY THOUSAND and 00/100 (\$170,000.00) DOLLARS, Buyer has as well and truly paid, in ready and current money, to Seller, who hereby acknowledges the receipt thereof and grant full acquittance and discharge therefor.

#### **CERTIFICATES AND PRIOR ENCUMBRANCES**

Seller represents and stipulates that the Property has not been alienated by Seller and is free and clear of all liens and encumbranees. The production of any mortgage, conveyance or tax certificates is waived by consent of the parties hereto, and Buyer and Seller agree to release and hold the Notary Public and sureties harmless for failure to procure and attach those certificates and harmless in the premises. Pursuant to this waiver, the parties hereby indemnify and hold Stewart Title Guaranty Company and the attorneys and/or notaries public from any penalty, liability whatsoever in connection with or resulting from this waiver of certificates.

Seller warrants that taxes for the year 1998 have been paid by Seller. Taxes for 1999 are not yet paid and shall be prorated.

THUS DONE AND PASSED, in duplicate original, in Prairieville, Louisiana on this 19th day of February, 1999 in the presence of the competent witnesses, who hercunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

CELLED.

L.J. Grezaffi, individually and on behalf

of L.J.G. Land Co.

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WITNESSES:

**BUYER:** 

HAMCO, INC

President

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RECORDED FROM THE DOCUMENT ON FILE THIS 9TH DAY OF MARCH 1999

STATE OF LOUISIANA SCENSION OF LOUISIANA

PARISH OF ASCENSION 99 HAR -2 AH IO: 05

COB 11.12 :

BE IT KNOWN, that on this 1st day of March, 1999, before me, Notary Public for the Parishes of East Baton Rouge, St. Landry and Ascension, Louisiana, and in the presence of the undersigned competent witnesses, personally appeared as Seliers;

L. J. GREZAFFI (SS# 15651), husband of Jude Robillard Grezaffi, with whom he is living and residing; whose permanent mailing address is declared to be P. O. Box 692, New Roads, Louisiana 70760, and the said JUDE ROBILLARD GREZAFFI (SS# 2224), who joins in the execution of this act of cash sale for the purpose of acknowledging that her husband is conveying property purchased with funds belonging to his separate estate, appearing herein by and through L. J. GREZAFFI, her duly authorized agent and attorney-in-fact, under and by virtue of a Power of Attorney dated October 1, 1998, passed before Stephen P. Jewell, Notary Public in and for Pointe Coupe Parish, Louisiana, recorded in the Office of the Clerk and Recorder of Ascension Parish, Louisiana, as Entry No. 422541 at COB 604;

who declared that for the price of ONE HUNDRED NINETY THOUSAND AND NO/100 (\$190,000.00) DOLLARS, receipt of which is hereby acknowledged, Sellers do hereby sell and deliver with full warranty of title and subrogation to all rights and actions of warranty Sellers may have unto Buyer:

FLOYD RAY DEGUEYTFP. (SS# 3745), a single person of the full age of majority, domiciled and residing in the Parish of Lafayette, State of Louisiana, who declared that he has been married but once and then to Charlene Carrier Degueyter from whom he was divorced in Lafayette Parish, Louisiana, whose mailing address is declared to be P. O. Box 52870, Lafayette, LA 70505;

who acknowledged delivery and possession of the following described property:

Two certain tracts or parcels of ground situated in the Parish of Ascension, State of Louisiana, being designated as LOT 37A and LOT 8A, ASCENSION INDUSTRIAL PARK, which are more particularly described according to a map entitled "Map Showing Boundary and Topographic Survey of Lot 37A and Lot 8A, Ascension Industrial Park, located in Section 50, T-9-S, R-2-E, Ascension Parish, Louisiana for CLM Equipment", prepared by Joseph Garrett, Registered Land Surveyor, dated February 11, 1999, revised February 22, 1999, attached hereto as Exhibit "A" and hereby incorporated by reference. It is agreed and so stipulated by the parties hereto that in the event of any discrepancies between the written description set forth above and the survey referred to herein, the survey will control without the necessity for an act of correction.

Oil, gas and mineral rights, if any, owned by Sellers are hereby fully reserved by Sellers. It is understood, however, that Buyer shall have at all times unrestricted use and occupancy of the surface of the above described property and that no drilling, mining, exploration, or other activities shall be conducted or carried on upon the surface of said property.

Said property is sold, conveyed and accepted subject to any and all valid restrictions, servitudes, leases, mineral conveyances and/or reservations affecting same, if any.

Said property is sold, conveyed and accepted subject to Department of the Army Permit No. EB-19-19-980-3173, Permittee: L. J. G. Land Company, Issuing Office: New Orleans District, dated December 21, 1998.

TO THE STATE OF TH

TO HAVE AND TO HOLD SAID PROPERTY unto said Buyer, his heirs and assigns forever.

All parties signing the within instrument, either as parties or as witnesses, have declared themselves to be of full legal capacity.

CONVEYANCE PAGE 800K

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.

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 1999 have been prorated between Sellers and Buyer.

DONE AND PASSED at Baton Rouge, East Baton Rouge Parish, Louisiana, in the presence of the undersigned competent witnesses and me, Notary Public.

WITNESSES:

SELLERS:

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LY GREZALEN

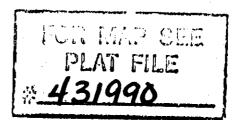
JUDE ROBILLARD GREZAFFI

By: L. J. Grezaffi, as Agent

BUYER:

FLOYDA DEGUEYTER

James R. Lewis
NOTARY PUBLIC



RECORDED FROM THE DOCUMENT ON BILE THES 2ND DAY OF MARCH 1999

KERMIT HART BOURQUE CLERK OF ABCENSION

CONVEYANCE BOOK PAGE

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STATE OF LOUISIANA LABRACET PARISH OF ASCENSION

DY CLERK

BE IT KNOWN, that on the dates mentioned below, and before the undersigned notaries and competent witnesses, personally appeared respectively:

The state of the s

P. A., INC. (Tax I.D.# 1-76-0371430-8 a corporation authorized and doing business in the State of Louisiana, and domiciled in the Parish of Ascension, Louisiana, represented herein by Sandford G. Baum, its President, duly authorized according to a Resolution attached hereto and made a part hereof, address: 6626 Gulf Freeway, Houston, TX 77087;

hereinafter designated as "vendor", who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation in and to all rights and actions of warranty against all preceding owners and vendors, unto.

LUKE J. GREZAFFI (ss# 5651), husband of Jude Robillard Grezaffi, with whom he resides, domiciled in the Parish of Pointe Coupee, State of Louisiana, address: P. O. Box 692, New Roads, LA 70760;

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

One certain lot or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining including all rights of liberative and acquisitive prescription situated in the Parish of Ascension, State of Louisiana, in Section 50, Township 9 South, Range 2 East, Southeastern District of Louisiana, in that certain subdivision known as ASCENSION INDUSTRIAL PARK, and being more particularly described as the LOT NUMBER 4-A-1, according to a Final Plat showing said Lot 4-A-1 on file and of record in the office of the Clerk of Court of Ascension Parish, Louisiana in file number 416,301. Said Lot 4-A-1 having such dimensions and being subject to such servitudes and building set back lines as are more fully shown and described on said Final Plat

Subject to the Subdivision Restrictions on file and of record in the office of Clerk of Court, Ascension Parish, Louisiana.

Being the same property acquired by P A.
Inc. from L. J Grezaffi by act of sale dated
July 15, 1998, filed and recorded
under File 41783, 108 600 171
conveyance records of Ascension Parish.

CONVEYANCE BOOK PAGE

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TO HAVE AND TO HOLD the said property unto the said purchaser, his heirs, successors and assigns, free from any mortgages or other encumbrances, forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of THIRTY-FOUR THOUSAND & 00/100 (\$34,000.00) DOLLARS, lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

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

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 1999 shall be prorated.

No title examination was requested of the undersigned Notary Public and no such title examination was made by said Notary.

THUS DONE AND SIGNED by vendor on the day of , 1999, in the County of Harris, State of Texas, in the presence of the undersigned witnesses and me, notary, after a due reading of the whole.

WITNESSES:

P. A., Inc.

Sandford G. Bar

OFELIA MATA NOTARY PUBLIC State of Texas

Comm Exp 08-13-2000

President

Julia Mat NOTARY PUBLIC

THUS DONE AND SIGNED by purchaser on the **20** day of Pointe Soupee, State of Louisiana, in the presence of the undersigned witnesses and me, notary, after a due reading of the whole

WITNESSES

Dicky Salyman (

Luke J. Grezaffi

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CONVEYANCE BOOK PAGE 0617 602

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## RESOLUTION

BE IT RESOLVED by the board of directors of P. A., INC., a Texas corporation authorized to do and doing business in the State of Louisiana, that this corporation sell and convey to Luke J. Grezaffi the following described real property owned by it, viz:

One certain lot or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining including all rights of liberative and acquisitive prescription situated in the Parish of Ascension, State of Louisiana, in Section 50, Township 9 South, Range 2 East, Southeastern District of Louisiana, in that certain subdivision known as ASCENSION INDUSTRIAL PARK, and being more particularly described as the LOT NUMBER 4-A-1, according to a Final Plat showing said Lot 4-A-1 on file and of record in the office of the Clerk of Court of Ascension Parish, Louisiana in file number 416,301 Said Lot 4-A-1 having such dimensions and being subject to such servitudes and building set back lines as are more fully shown and described on said Final Plat.

Subject to the Subdivision Restrictions on file and of record in the office of Clerk of Court, Ascension Parish, Louisiana

BE IT FURTHER RESOLVED that said sale be for the sum and price of Thirty-four Thousand And 00/100 (\$34,000 00) Dollars, cash, net to this corporation.

BE IT FURTHER RESOLVED that Sandford G. Baum, president of this corporation, be and he is authorized and directed to execute the sale of said property for and in the name of this corporation and to receive and receipt for the purchase price thereof

# CERTIFICATE

I, the undersigned secretary of P. A., Inc., certify that the above and foregoing is a resolution unanimously adopted by the board of directors of said corporation at a special meeting held on the lind day of Man., 1999, at which meeting a quoium was present and voting after due notice, and that said resolution is still in full force and effect.

Houston, Texas, this 3 day of May, 1999

Secretary

RECORDED FROM THE DOCUMENT ON BILE THIS 28TH DAY OF MAY 1999

KERMIT HART BOURQUE CLETK OF ASCENSION

BOOK PAGE

FILED AND RECORDED AFRMIT HART BOURDUF CHSIGH CLERK OF COURT

CERTIFIED TRUE COPY OF INSTRUMENT FILE OF CORRECOR

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STATE OF LOUISIANA

PARISH OF ASCENSION

On this day of July, 1999, before me, Notary Public for the Parish of Ascension and in the presence of the subscribing witnesses, personally came and appeared

L. J. GREZAFFI SSN \$5651, husband of Jude Robillard Grezaffi, a resident of the lawful age of the Parish of Pointe Coupee, State of Louisiana, herein selling his separate property acquired with his separate and paraphernal funds, whose mailing address is declared to be PO Box 692, New Roads, LA 70760,

herein called Seller, resident of and domiciled in Ascension Parish and State of Louisiana, who declared that for the price of TWENTY THISPAD SIX HINDED TWENTY FIVE AND NO/100————(\$20,625,00) DILLARS 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

BAYOU STATE INVESTMENT OF ASCENSION, INC., a Louisiana business corporation domiciled and doing business in the Parish of Ascension, State of Louisiana, herein represented by its duly authorized agent, Rodney Daigle, as per Corporate Resolution recorded in Ascension Parish records,

herein called BUYER, residents of and domiciled in Ascension Parish and State of Louisiana, whose permanent mailing address is declared to be 10481 Buxton Road, St. Amant, LA 70774, the following described property and delivery of which BUYER acknowledges

One certain lot or parcel of ground, together with all buildings and improvements situated thereon and thereunto belonging, situated in the Parish of Ascension, State of Louisiana, in Section 50, Township 9 South, Range 2 East, Southeastern District of Louisiana, in that certain subdivision known as ASCENSION INDUSTRIAL PARK, THIRD FILING PART I, as per survey made by Joseph Garrett, P E, P L S dated 6/25/99 and recorded in File No 440780 of Ascension Parish records, and more particularly described as LOT 76 of ASCENSION INDUSTRIAL PARK, THIRD FILING PART I, said Lot 76 having such measurements and dimensions as shown on said survey and being subject to such servitudes, building set back lines and rights of way as are shown on said survey

Vendor reserves unto himself all the mineral rights in and to the above described property, provided no surface exploration, surface drilling or mining activity shall take place on the property, but allowing production to be had from this mineral servitude by directional drilling, unitization or other lawful means

Taxes for the current year will be paid in the proportion of Pro-Rata by SELLERS

All parties signing the within instrument have declared themselves to be of full legal capacity

All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties. Certificates are annexed showing that taxes assessed against the property have been paid. U.S. Internal Revenue stamps are affixed in the amount of \$--0-

Done and signed by the parties at my office in Gonzales on the date first above written, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary

WITNESSES

BAYOU STATE INVESTMENTS OF

ASCENSION, INC

RODNEY DAIGLE, Preside

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RECORDED FROM THE DOCUMENT ON FILE HIS 8TH DAY OF JULY 1999

MIT HART BOURQUE CHERK OF ASCENSION

FILED AND RECORDED REAMED HART BOURDUP A ENSION CLERK OF COURT

CERTIFIED TRUE COPY OF ... UMENT FILED FOR RECORD

# 99 AUCASH PSALE 9

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STATE OF LOUISIANA

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DY, CLERK

BE IT KNOWN that on the TV Mcax of ULLY 11 1999, before me, a Notary Public for the Parish of East Baton Rouge, Louisiana, and in the presence of the undersigned subscribing witnesses, personally appeared as Seller:

I. J. GREZAFFI (SSAN) 5651), married to and living with Jude Robillard Grezaffi, being a resident of the lawful age of majority of the Parish of Pointe Coupee, State of Louisiana, the said L.J. Grezaffi dealing herein with his own separate property under his own separate administration and control;

who declared that for the price of <u>FORTY-FOUR THOUSAND SIX HUNDRED TWENTY-FIVE AND NO/100 (\$44,625 00) DOLLARS</u>, cash in hand paid, receipt of which is hereby acknowledged, Seller does hereby sell and deliver, with full warranty of title and subrogation to all rights and actions of warranty Seller may have unto:

KIRBY H. RANDALL (SSAN\* ) AND EVELYN LOTT RANDALL (SSAN\* ), born Lott, married to and living with each other, both residents of the lawful age of majority of the Parish of East Baton Rouge, State of Louisians;

who acknowledges delivery and possession of the following described property.

One (1) certain lot or parcel of ground, together with all the buildings and improvements thereon, situated in the Parish of Ascension, State of Louisiana, in that subdivision known as ASCENSION INDUSTRIAL PARK, THIRD FILING, PART 1, and being designated as LOT NUMBER SIXTY-SIX (66), said subdivision, said lot having those measurements and dimensions as shown on a survey made by Joseph Garrett, P.E., P.L.S., dated June 25, 1999, recorded in File No. 440780, Ascension Parish Clerk and Recorder.

Purchaser is aware that there are certain subdivision restrictions affecting said property on file and of record in the office of the Clerk and Recorder for the said Parish and State. This reference to these restrictions is not intended to, nor does it hereby reimpose the same but merely calls them to the attention of the

Sale is made subject to any prior mineral reservations of record

To have and to hold said property unto the buyer, buyer's heirs, successors and assigns, forever.

All parties signing the within instrument, either as parties or as witnesses, have declared themselves to be of full legal capacity.

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

The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisians is dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been paid All taxes assessed

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the date above written, in the presence of me, Notary, and the undersigned competent witnesses.

usson

WITTHESSES:

Evelyn Lott Randall

Mullins, III William

NOTARY PUBLIC

CONVEYANCE BOOK 404

PAGE RECORDED FROM THE DOCUMENT ON ON FILE E THIS 3RD DAY OF AUGUST 1999

KERMIT HART BOURQUE CLIRK OF ASCENSION

CASH SALE

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STATE OF LOUISIANA

CO. 625

DY. CLERK

On this 29 th day of September, 1999, before the, a Notary Public for the Parish of East Baton Rouge, Louisiana, and in the presence of the subscribing witnesses, personally appeared

# L. J. GREZAFFI, also known as LUKE J. GREZAFFI, AND JUDE ROBILLARD GREZAFFI.

born Robillard, both residents of lawful age of majority of the Parish of Pointe Coupee, State of Louisiana, who declared that they are married to and living with each other in said Parish and State, the said Jude Robillard Grezaffi being represented herein by L J Grezaffi, her duly authorized agent and attorney in fact, by virtue of a power of attorney on file and of record in the official records of Ascension Parish, Louisiana,

herein called SELLER, whose permanent mailing address is declared to be P O Box 692, New Roads, Louisiana 70760, who declared that for the price of Ninety One Thousand Three Hundred and 00/100 (\$91,300 00) 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

# WARTHEN-BONVILLIAN PROPERTIES, L.L.C.

a limited liability company organized and existing under the laws of the State of Louisiana, represented herein by Christopher M. Bonvillian, Sr. and Herman Warthen, Jr., its sole and only members.

herein called **BUYER**, whose permanent mailing address is declared to be 11637 Sunbelt Court, Baton Rouge, Louisiana 70809, the following described property the possession and delivery of which **BUYER** acknowledges

TWO (2) CERTAIN LOTS OR PARCELS OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, in that subdivision known as ASCENSION INDUSTRIAL PARK, FHIRD FILING-PART 1, and being designated on the official plan of said subdivision prepared by Pan American Engineers-Baton Rouge Incorporated, dated June 25, 1999, a copy of which is on file and of record in Entry No 440780 of the official records of the office of the Clerk and Recorder of Ascension Parish, Louisiana, as LOTS SIXTY-SEVEN (67) and SIXTY-EIGHT (68), said Ascension Industrial Park, Third Filing-Part 1, each of said lots measuring 200 48 feet front on La Hwy 73 and having such size, shape and dimensions and being subject to such servitudes as are shown on the official plan of said subdivision hereinabove referred to and being a portion of the property acquired by Seller herein by act of record in Entry No 382378 of the official records of Ascension Parish, Louisiana

SELLER makes no warranty with respect to the soil or sub-soil conditions of the property conveyed or its suitability for any purpose BUYER acknowledges that it has had an opportunity to investigate all pertinent facts and to inspect the property

SELLER reserves all of the oil, gas, and other minerals in, on or under, or that may be produced and saved from the property, provided, however SELLER agrees that SELLER shall have no rights to use any of the surface of the property for any purposes whatsoever and no drilling or other operations for the exploration, production, storage, or processing of oil, gas, or minerals shall be conducted on the property and any drilling in or under the property shall be by directional drilling only

Ad valorem property taxes for the year 1999 shall be paid by SELLER

CONVEYANCE BOOK PAGE

All parties signing the within instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and BUYER, its successors and assigns shall have and hold the described property in full ownership forever

Thus done, read and passed in my office in Baton Rouge, Parish of East Baton Rouge, Louisiana, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on the date first above written

WITNESSES

also known as Luke J Grezaffi

Jude Robillard Grezaffi

gent and Attorney in Fact

WARTHEN-BONVILLIAN PROPERTIES, L L C

Christopher M Bonvillian, Sr, Member

Herman Warthen, Jr, Member

Cru ASI Notary Public

THIS 30TH DAY OF SEPTEMBER 1999 RECORDED FROM THE DOCUMENT KERMIT HART BOURQUE CHERK OF ASCENSION

#12154v2<KSWB> -Cash Sale w

CONVEYANCE BOOK PAC

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### ACT OF SALE CASH

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- 1 CLERK BE IT KNOWN, that on October 1917 1999, before ma, THE UNDERSIGNED, Notary Public, duly commissioned and qualified, in and for the Parish of EAST BATON ROUGE, State of Louisiana, and in the presence of the undersigned witnesses, personally came and appeared

L J GREZAFFI D/B/A L J G LAND COMPANY, a resident of the full age of majority of the Parish of Pointe Coupee, State of Louisiana , who declared that he is married to and living with Jude Robillard Grezaffi, dealing herein with his separate and paraphernal estate,

whose permanent mailing address is declared to be P O Box 692, New Roads, LA 70760, hereafter referred to as "SELLER(S)", who declared that for the price of Fifty Five Thousand dellars and Sero cents (\$55,000 00 ) DOLLARS cash, receipt of which is acknowledged, SELLER(S) hereby sell and deliver with full warranty of title and subrogation to all rights and actions of warranty SELLER(S) may have, unto

JOEL EMORY SANDERS, a resident of the full age of majority of the Parish of East Baton Rouge, State of Louisiana, who declared that he is has been married twice, first to Virginia Evans Sanders, who is deceased and second to Karen Burgess Sanders with whom he is presently residing, the said Joel Emory Sanders purchasing the herein described property with his separate and paraphernal funds under his separate administration and control for the benefit of his separate and paraphernal estate,

whose permanent mailing address is declared to be 13856 Old Hammond Hwy, Baton Rouge, LA 70816, hereafter referred to as "PURCHASER(S)", the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER(S) acknowledge

TWO (2) CERTAIN LOTS OR PARCELS OF GROUND, together with all the TWO (2) CERTAIN LOTS OR PARCELS OF GROUND, together with all the buildings and improvements thereon, situated in that subdivision of the Parish of ASCENSION, State of Louisiana, known as ASCENSION INDUSTRIAL PARE, and being designated on the official subdivision map, on file and of record in the office of the Clerk and Recorder for said parish and state, as LOTS 9 AND 10, said subdivision, said lots having such measurements and dimensions as shown on said map

All parties signing the within instrument declared themselves to be of full legal capacity

All taxes assessed against the property herein conveyed have been paid. Taxes for the current year will be paid by the SELLER

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(S), PURCHASER(S)' heirs and assigns shall have and hold the described property in full ownership forever

THUS DONE AND PASSED at BATON ROUGE, Louisiana, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole

AALJG LAND COMPANY

NOTARY PUBLIC

ILA. Li way JPL

RECORDED FROM THE DOCUMENT ON FILE THRS 18TH DAY OF OCTOBER 1999

KERMIT HART BOURQUE CLERK OF ASCENSION

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CASH SALE:
STATE OF LOUISIANA

On this 15th day of December, 1999, before me, a Notary Public for the Parish of East Feliciana, and in the presence of the subscribing witnesses, personally appeared

L.J. GREZAFFI (SSTEELES 5651), husband of Jude Robillard Grezaffi, with whom he resides, domiciled in the Parish of Pointe Coupee, State of Louisiana, whose mailing address is declared to be P.O. Box 692, New Roads, Louisiana 70760, who declared that he is dealing herein with his separate and paraphernal property which is a part of his separate and paraphernal estate, herein called SELLER,

who declared that for the price of SEVENTY-TWO THOUSAND AND NO/100 (\$72,000.00) 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

MARK E. ROBERTS (SS# 1077) and MELANY DELAHOUSSAYE ROBERTS (SS# 435-35-6960), born Delahoussaye, husband and wife, living together, both residents of and domiciled in the Parish of East Feliciana, State of Louisiana, who declared their current mailing address to be 2520 Tom Road, Slaughter, LA 70777, herein called BUYERS,

the following described property, the possession and delivery of which BUYERS acknowledge

A certain lot or parcel of ground being situated in Section 50, T9S, R2E, Ascension Parish, Louisiana, containing 3 75 acres and being designated as LOT 87-A on the "Final Plat Of Lot 87-A And Tract A1A1-A-1-A Of Ascension Industrial Park Third Filing - Part 1 Being The Resubdivision of Lot 87 And 85 Of Ascension Industrial Park, Third Filing, & Tract A1A1-A-1 All Being A Portion Of Property Formerly Belonging To Colonial Sugars Company Located In Section 50, T-9-S, R-2-E, Ascension Parish, Louisiana For L J. Grezaffi Doing Business As L J G Land Company Ascension Parish, Louisiana" dated September 27, 1999 by Joseph Garrett, P E, P L S, a copy of which is attached hereto and paraphed "Ne Varituer" for identification herewith

SELLER herein reserves unto himself, his successors, and/or assigns, all oil, gas and other minerals, which he owns, in and to the above referenced property, provided however, all surface rights owned by SELLER are conveyed to BUYERS herein

CONVEYANCE BOOK PAGE

0630



Taxes for the current year will be paid in the proportion of pro-rata

All parties signing the within instrument have declared themselves to be of full legal capacity

All agreements and stipulations herein, and all the obligations herein assumed shall mure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYERS, their heirs and assigns shall have and hold the described property in full ownership forever

THUS DONE AND SIGNED, in my office at Clinton, Louisiana, on the date first above written, in the presence of me, Notary, and the undersigned witnesses who have signed in the presence of the parties and me, Notary.

Mancy Olivino Mark E ROBERTS, Buyer

ROBERT D LIGON, NOTARY PUBLIC

CONVEYANCE BOOK PAGE

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RECORDED FROM THE DOCUMENT FILE MIS 20TH DAY OF DECEMBER 1999

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DY. CLERK

**CASH SALE** 

On this 6 Thay of January , 2000

### STATE OF LOUISIANA

before me, a Notary Public, for the Parish of Ascension and in the presence of the subscribing witnesses, personally appeared

L. J. GREZAFFI (SSN 439-74-5651), husband of Jude Robillerd Grezaffi, with whom he resides, domiciled in the Parish of Pointe Coupee, State of Louisiane, D/B/A L J G LAND COMPANY, whose mailing address is declared to be P O Box 692, New Roads, Louisiane, 70780, dealing herein with his own separate and paraphernal property,

herein celled SELLER, who declared that for the price of <u>FIFTY-THREE THOUSAND ONE HUNDHED AND 00/100</u> <u>1\$63.100.00</u>) DOLLARS, cash receipt of which is acknowledged, <u>SELLER</u> hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto

RICHARD WAGUESPACK, INC. (TIN 70-07-530 98), a Louisiana corporation, whose mailing address is declared to be 8138 Hwy. 941, Gonzales, LA 70737, represented herein by its duly authorized agent, Adrian C Waguespack, duly authorized by virtue of the resolution on file and of record in the office of the Clerk and Recorder for the Parish of Ascension, State of Louisiana,

herein called BUYER, the following described property, the possession and delivery of which BUYER acknowledges

ONE (1) CERTAIN LOT OF GROUND, together with all buildings and improvements thereon and thereunto belonging, situated in the PARISH OF ASCENSION, in Section 60, T9S, R2E, Louisiana, and more specifically designated as LOT 88, of ASCENSION INDUSTRIAL PARK, THIRD FILING - PART I, all as is more fully shown on the map on the plan of Ascension Industrial Park, Third Filing - Part I, prepared by Joseph Garrett, Registered Land Surveyor, dated June 25, 1999 and recorded in COB 619, page 476, File No. 440780 of Ascension Parish, Louisiana Said Lot contains 3 33 acres and has such measurements and dimensions and is subject to such servitudes and building lines as are shown by reference to said map

Purchaser is aware of the fact that there are restrictions affecting this property of record in the official records of Ascension Pansh, Louisiana. This reference to these restrictions is not intended to, nor does it hereby reimpose said restrictive covenants already recorded, but merely calls them to the attention of purchaser

VENDOR HEREBY SPECIFICALLY RESERVES TO ITSELF ALL OF THE MINERAL RIGHTS ATTRIBUTABLE TO SAID PROPERTY

Vendor agrees not to conduct any drilling and/or production operations upon the surface of the hereinebove described tract of land in a search for oil, gas or other minerals or the production of

Vendor retains the right to develop and capture any and all minerals underlying the lands heremabove described, by directional drilling, pooling, or unitization with other lands and leases, or by any other method which would not disturb the use of the surface of said tract of land by the owner thereof

Taxes for the current year will be prorated

All parties signing the within instrument have declared themselves to be of full legal capacity

All agreements and stipulations herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever

Done and signed by the parties at my office in <u>Gonzales</u>, Louisiana on the date first above written, in the e of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties

NESS

GREZAFII OPUJA L J G COMPANY

RICHARD WAGUESPACK, INC.

WITNESS

1

Alleian Waguerpall WAGUESPACK,

JEFFERY P BRAUD, NOTARY PUBLIC

CONVEYANCE PAGE ~~<del>9</del>01(

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RECORDED FROM THE DOCUMENT ON FILE DAIS 7TH DAY OF JANUARY 2000

HART HOURQUE CLARK OF ASCENSION KERMIT

before me, a Notary Public for the Parish of

graf furthe presence of the subscribing witnesses, personally appeared

LUKE J. GREZAFFI and JUDE ROBILLARD GREZAFFI, born Robillard, married to and living with each other, residents of the Parish of Pointe Coupee, State of Louisiana, Jude Robillard Grezaffi herein represented by her duly authorized agent, Luke J. Grezaffi, by virtue of a Power of Attorney, a copy of which is of record,

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a Poppa

nerein called SELLER, resident of and domiciled in	Parish, State of	, whose
permanent mailing address is declared to be		
, who declared that for the	e price of Thirty-five Thousand	<u>Eight Hundred</u>
6 00/100(\$35.800.00)DOLLARS, cash, receipt of which is acknow	ledged, SELLER hereby sells and delivers wi	th full warranty
of title and subrogation to all rights and actions of warranty SELLER may hav	e, unto	
•		
RONNIE W. PARKER and JOYCE ANN THOM living with each other, residents of the Parish of Asce		arried to and
herein called BUYER, resident of and domiciled in	, Parish of, State of	
whose permanent mailing address is declared to be39053 W. Wort	hy Road, Gonzales, LA 7073	7,
the following described property, the possession and delivery of which BUYE	ER acknowledges	

Those two (2) certain lots, tracts or parcels of ground, together with all the buildings and improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, being designated as LOT ELEVEN (11) and LOT TWELVE (12) as shown on that map made by Joseph Garrett, Registered Land Surveyor, dated 10/20/99, entitled "MAP SHOWING THE RESUBDIVISION OF TRACT "A-A" KNOWN AS THE CECIL BRAUD PROPERTY INTO TRACT "A-A-1" AND LOT 9 THRU LOT 12 LOCATED IN SECTION 30, T-9-S, R-3-E, SOUTHEASTERN LAND DISTRICT EAST OF THE MISSISSIPPI RIVER ASCENSION PARISH, LOUISIANA FOR LJG LAND COMPANY", each lot having those measurements, dimensions and boundaries and subject to those servitudes as shown on the above described map, a copy of which is of record

Seller reserves all subsurface mineral rights but waives any and all rights to use the surface of the property for any purpose whatsoever

Purchaser is granted a discount off the purchase price of \$6,800.00

CONVEYANCE PAGE

Taxes for the current year (KKAKISHEE) (will be) paid by	BUYER
Certificates are annexed showing that taxes assessed again	nst the property have been paid
All parties signing the within instrument have declared th	nemselves to be of full legal capacity
All agreements and stipulations herein and all the obligation successors, and assigns of the respective parties, and the BUYE ownership forever	ons herein assumed shall inure to the benefit of and be binding upon the heirs, R, his heirs and assigns shall have and hold the described property in full
Done and signed by the parties at my office in <u>St. G</u> . Notary, and the undersigned competent witnesses who have signed	abriel. LA on the date first above written, in the presence of me, ed in the presence of the parties and me, Notary
Witnesses	_
Cycothic Stofford	July 1. Greenfil. 59# 439-74-5651
Jose Mache	Jude Robillard Greenfit, Soft 2274
Jayce amothomodusker	Lonnio Wayne Panken
Joyde Ann Thomas Parker, SS# 439-90-991	Ronnie Wayne Parker, SS# 2163
Robert D. Hornstein	Notary Public
FILED FOR RECORD,	9, ato'clock M Original,
Bundle	Deputy Clerk and Recorder, Parish of
DULY RECORDED in Conveyance Book No	, Folio, of the records of the Parish of
on the day of , 19	, 81 o clock M
	Deputy Clerk and Recorder, Parish of
	-al-il sind and taxatant termini at

CONVEYANCE PAGE

# **RATIFICATION**

STATE OF LOUISIANA PARISH OF POINTE COUPEE

# KNOW ALL MEN BY THESE PRESENTS:

That I, JUDE ROBILLARD GREZAFFI, wife of Luke J Grezaffi, of the full age of majority and a resident of the Parish of Pointe Coupee. State of Louisiana, does hereby specifically ratify and confirm that Cash Sale of February 14, 2000 wherein Luke J. Grezaffi sold, on my behalf, to Ronnie Wayne Parker and Joyce Ann Thomas Parker for the consideration listed therein the following described property, to-wit-

Those two (2) certain lots, tracts or parcels of ground, together with all the buildings and improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, being designated as LOT ELEVEN (11) and LOT TWELVE (12) as shown on that map made by Joseph Garrett, Registered Land Surveyor, dated 10/20/99, entitled "MAP SHOWING THE RESUBDIVISION OF TRACT "A-A" KNOWN AS THE CECIL BRAUD PROPERTY INTO TRACT "A-A-1" AND LOT 9 THRU LOT 12 LOCATED IN SECTION 30, T-9-S, R-3-E, SOUTHEASTERN LAND DISTRICT EAST OF THE MISSISSIPPI RIVER ASCENSION PARISH, LOUISIANA FOR LIG LAND COMPANY", each lot having those measurements, dimensions and boundaries and subject to those servitudes as shown on the above described map, a copy of which is of record.

THUS DONE AND PASSED, on this 17th day of February, 2000, in the presence of undersigned witnesses who have hereunto signed their names with appearer and me, Notary, after due reading of the whole

WITNESSES:

Jude (Indiana Stepaffi)

Jude Robiliard Grezaffi, SS# 432-02-1274

NOTARY PUBLIC)

RECORDED FROM THE DOCIMENT ON FILE THIS 22ND DAY OF FEBRUARY 2000

KERMIT HART BOURQUE CHERK OF ASCENSION

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CONVEYANCE BOOK PAGE 0633 224



Constant Found Service Services

FILED AND RECORDED KERMIT HART BOUROUE ASCENSION CLERK OF COURT

CERTIFIED TRUE COPY OF IMPERIORENT FILED FOR RECORD

# ACT OF CASH SALE

STATE OF LOUISIANA PARISH OF ASCENSION

00 SEP 14 PM 2: 15

471718 BY\_\_\_\_\_\_\_ DY. CLERK

**BE IT KNOWN**, that on September 13, 2000, before me, Yvette M. Bergeron, Notary Public, duly commissioned and qualified, in and for the Parish of Ascension, State of Louisiana, and in the presence of the competent, subscribing witnesses, personally came and appeared:

L. J. GREZAFFI (AKA: LUKE J. GREZAFFI) [SSN: 5651] a person of the full age of majority, domiciled in the Parish of Pointe Coupee, married to and residing with Jude Robillard Grezaffi, and whose mailing address is declared to be P. O. Box 692, New Roads, LA 70760; dealing herein with his separate property;

hereafter referred to as "SELLER(S)", who declared that for the price of Seventy Three Thousand dollars and Zero cents (\$73,000.00) cash, receipt of which is acknowledged, SELLER(S) hereby sell and deliver with full warranty of title and subrogation to all rights and actions of warranty SELLER(S) may have, unto:

MASTER VAC INDUSTRIAL SERVICES, L.L.C. [TIN: 72-1480067] a limited liability company, organized and existing in good standing under the laws of the State of Louisiana, domiciled in the Parish of East Baton Rouge, having its principal offices located at 4706 Tulane Drive, Baton Rouge, LA 70808, and represented herein by BRENT UPTON, its duly authorized manager;

hereafter referred to as "PURCHASER(S)", the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER(S) acknowledge:

One (1) certain lot or parcel of ground, together with all buildings and improvements thereon, situated in Section 50, Township 9 South, Range 2 East, Southeastern Land District of Louisiana, Parish of Ascension, in that subdivision thereof known as ASCENSION INDUSTRIAL PARK THIRD FILING - PART I, and designated according to the final plat of said subdivision as LOT SEVENTY-SEVEN (77); said Lot 77 measures is more particularly described with reference to said plat as beginning at a point common to said Lot 77, Lot 76, said subdivision and the right-of-way line of Louisiana Highway 73, and proceed North 42° 01' 25" East along the right-of-way of Highway 73 a distance of 229.72 feet to a point and corner; thence proceed South 46° 26' 12" East a distance of 622.91 feet to a point and corner; thence proceed South 41° 13' 03" West a distance of 229.88 feet to a point and corner; thence proceed North 45° 26' 12" West a distance of 626.75 feet to the Point of Beginning. Said Lot 77 is subject to such servitudes and building setback lines as more fully shown on said survey which was recorded in Ascension Parish records on June 25, 1999, at COB 619, Page 476, File No. 440780, and incorporated herein by reference and which survey controls as to bearings, dimensions and measurements without the need of an Act of Correction.

SELLER RESERVES ALL OIL, GAS AND MINERALS IN OR UNDER THE ABOVE DESCRIBED PROPERTY WHICH ARE REGULATED BY THE MINERAL CODE OF LOUISIANA; PROVIDED THAT SELLER, ITS LESSEES OR ASSIGNS, SHALL HAVE NO RIGHT TO UTILIZE ANY PART OF THE SURFACE OF THE PROPERTY IN THE EXPLORATION, PROSPECTING, STORAGE, DEVELOPMENT, REMOVAL, LEASING OR CONVEYING OF SUCH OIL, GAS AND MINERALS. INITIALS OF PURCHASER(S)

Said property is conveyed and accepted subject to all valid restrictions, servitudes, and mineral conveyances and/or reservations of record.

AND NOW INTO THESE PRESENTS appears JUDE ROBILLARD GREZAFFI, appearing herein through her agent and attorney-in-fact, L. J. Grezaffi, authorized by virtue of that certain Power of Attorney, dated October 1, 1998, recorded at COB 604, Page 172, File No. 422541, for the purpose of acknowledging that the property conveyed herein is the separate property of her spouse, L. J. Grezaffi, and further that she sells, conveys and quit-claims all right, title and interest, if any, that she has or may have in the said property.

All parties signing the within instrument declared themselves to be of full legal capacity.

All taxes assessed against the property herein conveyed have been paid. Taxes for the current year will be prorated and paid by the Buyer (s) with Notice to be mailed to Buyer (s) address herein.

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(S), PURCHASER(S)' heirs and assigns shall have and hold the described property in full ownership forever.

THUS DONE AND PASSED at Prairieville, Louisiana, after due reading of the whole.

WITNESSES:

ARFI, individually and as agent and attorney-in-fact of Jude Robillard Grezaffi

MASTER VAC INDUSTRIAL SERVICES, L.L.C.

NOTARY PUBLIC

### CASH SALE

STATE OF LOUISIANA PARISH OF ASCENSION

BE IT KNOWN, that on the dates mentioned below, and before the undersigned notaries and competent witnesses, personally appeared respectively:

DDS, INC. (Tax I.D.#72-1402203), a Louisiana corporation domiciled in the Parish of Calcasieu, represented herein by its President, Gerald W. Dickens, by virtue of a resolution of the board of directors, a certified copy of which is filed and recorded in the records of Ascension Parish, Louisiana, at COB 587, Folio 804, File Number 403883, mailing address: 307110 Highway 30, Geismar, Louisiana 70734;

hereinafter designated as "vendor", who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, abandon and set over under all lawful warranties and with substitution and subrogation in and to all rights and actions of warranty against all preceding owners and vendors, unto:

L. J. GREZAFFI (ss# 5651), husband of Jude Robillard Grezaffi, with whom he resides, but from whom he is separate in property by virtue of a judgment of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995 in the proceedings bearing Number 29,817 on the docket of said court, he being domiciled in the Parish of Pointe Coupee, State of Louisiana, address: P. O. Box 692, New Roads, LA 70760;

hereinafter designated as "purchaser", here present, accepting and purchasing for himself, his heirs, successors and assigns, and acknowledging delivery and possession of the following described property, to-wit:

A certain lot or parcel of ground, together with all buildings and improvements situated thereon and thereunto belonging, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, including all rights of liberative and acquisitive prescription, situated in liberative and acquisitive prescription, situated in the Parish of Ascension, State of Louisiana, in Section 50, Township 9 South, Range 2 East, Southeastern District of Louisiana, in that certain subdivision known as ASCENSION INDUSTRIAL PARK, said lot or parcel of ground being designated as LOT 3A-1 as per official subdivision plat made by Joseph Garrett, Registered Land Surveyor, dated October 12, 2000, a certified copy of which plat is annexed hereto and made a part hereof by reference for greater certainty of description. of which plat is annexed hereto and made a part hereof by reference for greater certainty of description. Said Lot 3A-1 contains 1.23 acres and is more fully described according to the aforementioned plat as follows: Same has a front of 134.29 feet on the northerly right of way limits of La. State Highway No. 30 by a depth between equal and parallel lines of 400 feet and same has a width of 134.29 feet on its rear or Northerly boundary and same is bounded as follows: In front or Southerly by the Northerly right of way limits of the aforementioned highway; Westerly in part by Lot 4A-1 of Ascension Industrial Park and in part by Tract A1A1A of Ascension Industrial Park; and Easterly and Northerly by property of DDS, Inc., being the remainder of the larger lot of ground from which the lot herein described was taken. Said Lot 3A-1 is a portion of Lot described was taken. Said Lot 3A-1 is a portion of Lot



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3-A of a plat of survey made by James H. Chustz,  $Jx_1, P.L.S$ , recorded in COB 586, Polio 271, File No. 402143 of Ascension Parish records.

SUBJECT TO (1) restrictions of record; (2) 10' utility servitude across the front of said lot as shown on the aforementioned plat of survey; (3) 15' Drainage and utility servitude across the rear of said lot as shown on the aforementioned plat of survey; and (4) 30' x 30' utility servitude situated in the southwest corner of said lot as shown on plat of survey by John P. Barles, III, P.L.S. dated March 24, 1998, Illed and recorded at COB 599, File Number 414583, records of Ascension Parish, Louisians.

Being a portion of the same property acquired by vendor from purchaser by act of sale dated December 17, 1997, filed and recorded at COB 587, Folio 805, File Number 403884, records of Ascension Parish, Louisiana.

TO HAVE AND TO HOLD the said property unto the said purchaser, his heirs, successors and assigns, free from any mortgages or other encumbrances, forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of SEVENTY THOUSAND AND NO/160 (\$70,000.00) DOLLARS, lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

Purchaser declared that he is purchasing the above described property as his separate and paraphernal property, with his separate and paraphernal funds, he being separate in property from his wife, Jude Robillard Grezaffi.

Now intervenes the said JUDE ROBILLARD GREZAFFI who acknowledges that she is separate in property from her husband, L. J. Grezaffi, and that the property herein purchased by purchaser shall be and remain his separate and paraphernal property.

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

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 2000 shall be prorated.

THUS DONE AND SIGNED by vendor, through its aforementioned officer on the the day of October, 2000, in the City of the Charles State of the undersigned witnesses and me, notary, after a due reading of the whole.

DDS

WITNESSES:

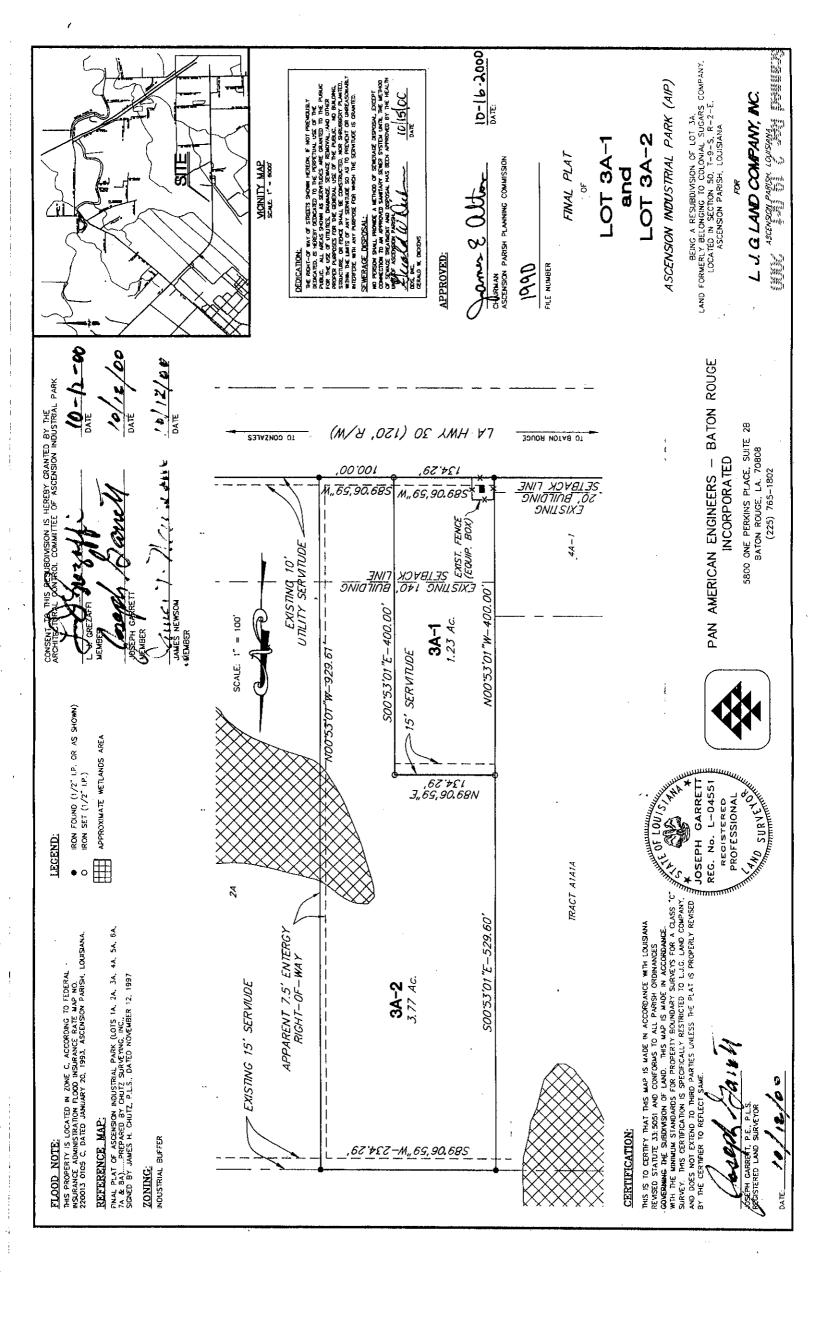
THUS DONE AND SIGNED by purchaser and intervenor on the day of October, 2000, in the City of New Roads, Parish of Pointe Coupee, State of Louisiana, in the presence of the undersigned witnesses and me, notary, after a due reading of the whole.

WITNESSES:

Gayyell Gremillion

J. J. Grezaren J. J. Grezaren J. J. Grezaren J. J. Grezaren

NOTARY PUBLIC (John Wayne Jewell)



FILED AND RECORDED
KERMIT HART BOURQUE
ASCENSION OF FRE OF COURT

CASH SALEOB OTHER DY. CLERK AND RECORDER

the

CERTIFIED TRUE COPY OF INSTRUMENT FILED FOR RECORD
2000 OCT 19 PM 3: 17

BY

DY. CLERK

STATE OF LOUISIANA PARISH OF POINTE COUPEE

BE IT KNOWN, that on this / day of October, 2000, before me, a Notary Public, duly commissioned and qualified in and for the Parish of Pointe Coupee, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

LANDMARK HOMES, INC. (Tax I.D.#72-1431925), a Louisiana corporation domiciled in the Parish of Lafayette, represented herein by John P. Newman, its president, by virtue of a resolution of the board of directors, a certified copy of which is filed and recorded at Conveyance Book 612, Number 431844, records of Ascension Parish, Louisiana, address: P. O. Box 77430, Baton Rouge, LA 70879;

hereinafter designated as "vendor", who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation in and to all rights and actions of warranty against all preceding owners and vendors, unto:

L. J. GREZAFFI (ss# 5651), husband of Jude Robillard Grezaffi, with whom he resides, but from whom he is separate in property by virtue of a judgment of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995 in the proceedings bearing Number 29,817 on the docket of said court, he being domiciled in the Parish of Pointe Coupee, State of Louisiana, address: P. O. Box 692, New Roads, LA 70760;

hereinafter designated as "purchaser", here present, accepting and purchasing for himself, his heirs, successors and assigns, and acknowledging delivery and possession of the following described property, to-wit:

One certain lot or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, and all rights, ways, privileges, prescriptions, tenements, hereditaments, appurtenances, easements, servitudes and advantages thereunto belonging or in anywise appertaining, including all rights of liberative and acquisitive prescription, situated in the Parish of Ascension, State of Louisiana, in Section 50, Township 9 South, Range 2 East, Southeastern District of Louisiana, in that certain subdivision known as ASCENSION INDUSTRIAL PARK, and being more particularly described as the LOT NUMBER 4-A-1 according to a Final Plat showing said Lot 4-A-1 on file and of record in the office of the Clerk of Court of Ascension Parish, Louisiana in COB 599, Folio 443, File Number 416,301. Said Lot 4-A-1 having such dimensions and being subject to such servitudes and building set back lines as are more fully shown and described on said Final Plat.

Being the same property acquired by vendor from purchaser by act of sale dated June 24, 1999, filed and recorded at COB 619, Folio 506, File Number 440807, records of Ascension Parish, Louisiana.

TO HAVE AND TO HOLD the said property unto the said purchaser, his heirs, successors and assigns, free from any mortgages or other encumbrances, forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of SEVENTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 (\$78,500.00) DOLLARS, lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

Purchaser declared that he is purchasing the above described property as his separate and paraphernal property, with his separate and paraphernal funds, he being separate in property from his wife, Jude Robillard Grezaffi.

Now intervenes the said JUDE ROBILLARD GREZAFFI who acknowledges that she is separate in property from her husband, L. J. Grezaffi, and that the property herein purchased by purchaser shall be and remain his separate and paraphernal property.

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

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 2000 shall be prorated.

THUS DONE AND PASSED at New Roads, Parish and State aforesaid, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

Gil Guidry

Jan 2 Newson

WITNESSES:

LANDMARK HOMES, INC.

ву:

Newman, Pre

T TOTAL FEBRUARY

Jude Adulland Dregalf

John Wayne Jewell NOTARY PUBLIC FILED AND RECORDED KERMIT HART BOUROUE ASCENSION CLERK OF COURT

CASH 3A228

INSTRUMENT FILED FOR RECORD

2000 OCT 19 PM 3:21

STATE OF LOUISIANA PARISH OF POINTE COUPEE DY. CLERK AND RECORDER

BE IT KNOWN, that on this 17th day of October, 2000, before me, the undersigned notary public, and the presence of the undersigned competent witnesses, personally came and appeared:

L. J. GREZAFFI (ss# 5651), husband of Jude Robillard Grezaffi, with whom he resides, but from whom he is separate in property by virtue of a judgment of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995 in the proceedings bearing Number 29,817 on the docket of said court, he being domiciled in the Parish of Pointe Coupee, State of Louisiana, address: P. O. Box 692, New Roads, LA 70760;

hereinafter designated as "Seller", who declared that for the consideration and upon the terms and conditions hereinafter expressed, said Seller has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation in and to all rights and actions of warranty against all preceding owners and vendors, unto:

ANGELO IAFRATE CONSTRUCTION, L.L.C., a Florida limited liability company, whose taxpayer identification number is 38-3424695, mailing address: 26400 Sherwood, Warren, Michigan 48091;

hereinafter designated as "Buyer", hereby accepting and purchasing for itself, its successors and assigns, and acknowledging delivery and possession of the following described property, to-wit:

One certain tract of land, together with all buildings and improvements thereon and thereunto belonging, and all rights, ways, privileges, prescriptions, tenements, hereditaments, appurtenances, easements, servitudes and advantages thereunto belonging or in anywise appertaining, including all rights of liberative and acquisitive prescription, situated in the Parish of Ascension, State of Louisiana, in Section 50, Township 9 South, Range 2 East, Southeastern District of Louisiana, in that certain subdivision known as ASCENSION INDUSTRIAL PARK, and being more particularly described as "TRACT A1A1-A-1-A-2" on that certain plat of survey made by Joseph Garrett, P.L.S., dated October 12, 2000, a certified copy of which plat is attached

hereto and made part hereof by reference for greater certainty of description. Said TRACT A1A1-A-1-A-2 contains 58.25 acres and is more fully shown and described on the aforementioned plat as follows: Commence at a point formed by the intersection of the Easterly boundary of the former Colonial Sugars Company property and the Northerly right of way of Louisiana State Highway No. 30; thence proceed S 89° 06' 59" W along said right of way limits a distance of 1,037.16 feet to point marked by a 1/2" iron pipe, being POINT OF BEGINNING; thence continue along said right of way limits S 89° 06' 59" W a distance of 364.29 feet to point marked by a 1/2" iron pipe located at a point formed by the intersection of the North right of way limits of said Louisiana State Highway No. 30 and the East right of way of Industrial Drive; thence proceed N  $00^{\circ}$  53' 01" W a distance of 185.92 feet to point marked by a 1/2" iron pipe; thence proceed N 110 57' 34" W a distance of 104.11 feet to point marked by a 1/2" iron pipe; thence proceed N 00° 53' 01" W a distance of 1,311.41 feet to point marked by a 1/2" iron pipe; thence proceed N 45° 26' 12" W a distance of 292.18 feet to point marked by a 1/2" iron pipe; thence proceed N 44° 07' 23" E a distance of 1,512.18 feet to point marked by a 1/2" iron pipe; thence proceed S 42° 27' 27" E a distance of 829.93 feet to point marked by a 1/2" iron pipe; thence proceed S 01° 02' 37" E a distance of 1,326,32 feet to point marked by a 1/2" iron pipe; thence proceed S 01° 02' 37" E a distance of 1,326.38 feet to point marked by a 1/2" iron; thence proceed S 89° 06' 59" W a distance of 1,168.85 feet to point marked by a 1/2" iron pipe; thence proceed S 00° 53' 01" E a distance of 529.60 feet to point marked by a 1/2" iron pipe; thence proceed N 89° 06' 59" E a distance of 134.29 feet to point marked by a 1/2" iron pipe; thence proceed S 00° 53' 01" E a distance of 400 feet to POINT OF BEGINNING.

Being a portion of the same property acquired by Seller from The Succession of H. Taylor Morrissette and Vaughan Inge Morrissette by act of sale dated November 15, 1996, filed and recorded at COB 568, File Number 382378 of the official records of Ascension Parish, Louisiana. Portions thereof were conveyed by Seller and reacquired by him from DDS, Inc. and from Landmark Homes, Inc. by acts of sale recorded, respectively, at COB , File Numbers 477526 and 473527, records of said parish.

The above described property is and shall be subject to the following:

- (a) Servitude of Operation: The property is burdened with the presence on the adjacent estate owned by Borden, Inc., or assigns, of an operating industrial plant and the consequent inconveniences of industrial emissions therefrom.
- (b) Servitude of Open Space: The property is burdened with the right of the adjacent estate owned by Borden, Inc., or assigns, to continue to diffuse its industrial emissions over the air space above the property.
- (c) Servitude of Prohibition of Use: The property is burdened with the right of the adjacent estate owned by Borden, Inc., or assigns, to prohibit the construction of improvements and the right to prohibit the subdivision of the property for residential purposes.

Provided, however, nothing shall prohibit the subdivision of the property for industrial and/or commercial and/or agricultural pursuits or construction of improvements thereon for industrial and/or commercial and/or agricultural pursuits not inconsistent with the servitudes numbered (a), (b) and (c).

The servitudes numbered (a), (b) and (c), above, were created in that certain act of sale by Borden, Inc. to Colonial Sugars, Inc. dated January 5, 1981, filed and recorded in the conveyance records of Ascension Parish, Louisiana.

- (d) Utility, drainage and sewage servitudes and 20', 50' and 140' building set back lines shown on the annexed plat of survey of the property herein conveyed.
- (e) Those portions of the property contiguous to La. Hwy. 30 and formerly known as all or portions of Lots 3A-1 and 4A-1 and that portion of the remainder of said property situated South of the servitude designated as "EXIST. 15' SERVITUDE" as shown on the aforementioned plat of survey of said property shall be subject to the restrictions contained in an act dated July 15, 1998, filed and recorded at COB 600, File No. 417182, records of Ascension Parish, Louisiana.

- (f) The remainder of said property (the whole less those portions described in (e), above) shall be subject to only the following restrictions for as long as Buyer remains the owner thereof:
  - 1. Said property is hereby designated as commercial/industrial having uses permissive within this zoned classification with the exception of the following uses which are prohibited:
  - (a) Scrap or junk yards.
  - (b) Demolition yards.
  - (c) Car wrecking, salvage yards, or automotive scrap or vehicular junk yards.
  - (d) Abattoir and/or slaughterhouses.
  - 2. No building shall be located on said property nearer than 50 feet from that portion of its westerly boundary designated as "50' BUILDING LINE" on the aforementioned plat of survey. Buyer agrees to construct a landscaped greenbelt within said 50 feet space, as well as portions of said property contiguous to its northwesterly (shown on said survey as having a length of 1,512.18') and southerly (shown on said survey as having a length of 1,168.85') boundary lines containing grasses and plantings which shall help obscure and screen Buyer's operations on the property. A fence may be located on the property lines. Seller acknowledges that notwithstanding such greenbelt, Buyer's structures, equipment and operations, including without limitation, an asphalt plant and concrete recycling facility, will be visible from adjacent properties and roadways.
  - 3. Prior to construction the premises must be maintained free of debris, high grass and weeds.
  - 4. No method of sewerage treatment shall be installed or used on the premises other than a connection to a sanitary sewer system approved by the Ascension Parish Health authorities.
  - 5. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
  - 6. In the event the premises or any portion thereof is transferred by Buyer to a third party,

then and in such event the portion transferred shall become subject to the restrictions mentioned in paragraph (e) above.

(g) Reservation of one-half of all mineral rights but without surface rights in favor of The Succession of H. Taylor Morrissette, et al. as contained in the act of sale through which Seller acquired said property referred to above.

MINERAL RESERVATION: Seller, for himself, his heirs, successors and assigns, reserves all of the oil, gas and minerals and all of the oil, gas and mineral rights presently owned by him affecting the property. However, Buyer, its successors and assigns, shall have the complete and unrestricted use of the surface of said property, and no drilling or other operations shall be conducted upon said surface without the prior written consent of Buyer, its successors and assigns. With reference to the mineral servitude created through this reservation, the prescription regarding same shall be interrupted and/or suspended, as the case may be, by the drilling on and/or production from any well or wells located on any portion of the surface of the property affected by said servitude (should Buyer choose to grant same for such purposes), however small that portion may be, or by the drilling and/or production from any well located off the said property but located within a unit established by the commissioner of conservation of the State of Louisiana, or by a declared unit, any of which units include any portion of said property.

TO HAVE AND TO HOLD the said property unto the said Buyer, its successors and assigns, free from any mortgages, liens or other encumbrances other than those mentioned above, forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of NINE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED TWENTY-FIVE AND 00/100 (\$955,625.00) DOLLARS, current money of the United States of America, which amount the said Buyer has paid in ready CASH, receipt of which is hereby acknowledged by the Seller, and full discharge and acquittance granted therefor.

NOW COMES and intervenes JUDE ROBILLARD GREZAFFI, wife of seller, L. J. Grezaffi, with whom she resides, who declared and acknowledged that the property herein sold and conveyed belongs to the separate and paraphernal estate of her said husband, L. J. Grezaffi, and that she has no interest therein. However, to the extent that it may be deemed necessary, she hereby joins in this

sale to convey, for the same consideration received by her said husband (but not to be paid to her), any and all interest which she might be deemed to have in the property herein conveyed.

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

All taxes assessed against the property have been paid. Taxes for the year 2000 shall be paid by Seller.

All parties signing the within instrument have declared themselves to be of full legal capacity.

THUS DONE AND SIGNED in the City of New Roads, Parish and State aforementioned, on the date first above written after a due reading of the whole.

WITNESSES:

J. J. Grezatiti

Jude Robillard Grezafti

ANGELO IAFRATE CONSTRUCTION,

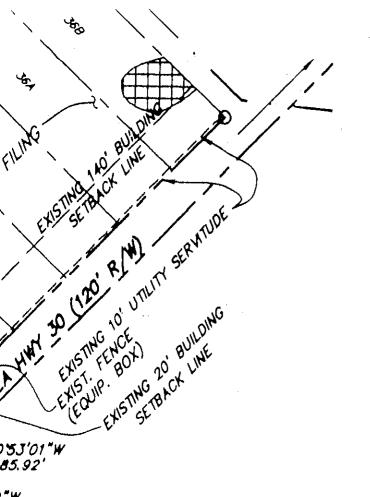
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FINAL PLAT

OF

# TRACT A1A1-A-1-A-1 and TRACT A1A1-A-1-A-2

ASCENSION INDUSTRIAL PARK (AIP)

BEING A RESUBDIVISION OF TRACT A1A1-A-1-A, LOT 3A-1 AND LOT 4A-1 LAND FORMERLY BELONGING TO COLONIAL SUGARS COMPANY, LOCATED IN SECTION 50, T-9-S, R-2-E, ASCENSION PARISH, LOUISIANA

FOR

L J Q LAND COMPANY, INC.

ASCENSION PARISH, LOUISIANA

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CERTIFIED TRUE COPY OF INSTRUMENT FILED FOR RECORD

# ACT OF CASH SALE

STATE OF LOUISIANA PARISH OF ASCENSION 490486

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BY.

BE IT KNOWN, that on June 22, 2001 before me, YVAHORING BERGERON, Notary Public, duly commissioned and qualified, in and for the Parish of ASCENSION, State of Louisiana, and in the presence of the undersigned witnesses, personally

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came and appeared: LUKE J. GREZAFFI, a/k/a L. J. Grezaffi, a resident of the full age of majority of the Parish of Pointe Coupee, State of Louisiana, who declared that he is married to and living with Jude Robillard Grezaffi; and whose address is P.O. Box 692, New Roads, Louisiana, 70760; the said L.J. Grezaffi is dealing herein with his separate property;

hereafter referred to as "SELLER(S)", who declared that for the price of One Hundred Forty Five Thousand dollars and Zero cents (\$145,000.00) cash, receipt of which is acknowledged, SELLER(S) hereby sell and deliver with full warranty of title and subrogation to all rights and actions of warranty SELLER(S) may have, unto:

G & M INDUSTRIES, L.L.C., a Louisiana limited liability company, represented herein by its undersigned members, Harvey Gerard Welch and Mark Gerard Welch, and whose address is 702 Winrock, Houma, LA 70360;

hereafter referred to as "PURCHASER(S)", the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER(S) acknowledge:

ONE (1) CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, situated in that subdivision of the Parish of ASCENSION, State of Louisiana, described on a plat entitled "Final Plat of Lot 89-A, Lot 98-A, Lot 99-A, and Tract A1A1-A-1 of ASCENSION INDUSTRIAL PARK, THIRD FILING, PART I, being the resubdivision of Lots 89, 98 and 99 of Ascension Industrial Park, Third Filing and Tract A1A1-A all being a portion of property formerly belonging to Colonial Sugars Company Located in Section 50, T9S, R2E, Ascension Parish, Louisiana for L.J. Grezaffi doing business as L.J.G. Land Company, Ascension Parish, Louisiana a copy which is file and of record as Instrument No.440780 in the office of the Clerk and Recorder for said parish and state, as LOT 98-A, said subdivision; said tract having such measurements and dimensions as shown on said map.

SELLER RESERVES ALL OIL, GAS AND MINERALS IN OR UNDER THE ABOVE DESCRIBED PROPERTY WHICH ARE REGULATED BY THE MINERAL CODE OF LOUISIANA; PROVIDED THAT SELLER, ITS LESSEES OR ASSIGNS, SHALL HAVE NO RIGHT TO UTILIZE ANY PART OF THE SURFACE OF THE PROPERTY IN THE EXPLORATION, PROSPECTING, STORAGE, DEVELOPMENT, REMOVAL, LEASING OR CONVEYING OF SUCH OIL, GAS AND MINERALS.

Said property is conveyed and accepted subject to all valid restrictions, servitudes, as indicated on said survey or map and as of record and mineral conveyances and/or reservations of record.

All parties signing the within instrument declared themselves to be of full legal capacity.

All taxes assessed against the property herein conveyed have been paid. Taxes for the current year will be prorated and paid by the Buyer (s) with Notice to be mailed to Buyer (s) address herein.

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(S), PURCHASER(S)' heirs and assigns shall have and hold the described property in full ownership forever.

THUS DONE AND PASSED at PRAIRIEVILLE, Louisiana, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

G & M INDUSTRIES, L.L.C.

M INDUSTRIES, L.L.C.

YVETTE M BEAGERON, NOTARY PUBLIC

KERMIT HANT BOURDUE ASCENSIA OF FRANCE

CERTIFIED TRUE COPY OF INSTRUMENT FILED FOR RECORD

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70760;

hereinafter designated as "vendor", who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation in and to all rights and actions of warranty against all preceding owners and vendors, unto:

KENNETH J. FIRMIN, SR. (ss# 8533) and JUDY AUSTEN FIRMIN (ss# 3560), born Austen, husband and wife, residing together, domiciled in the Parish of East Baton Rouge, Louisiana, address: 3835 Pine Park Drive, Baton Rouge, LA 70809;

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

A certain lot or parcel of ground, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, in that subdivision known as ASCENSION INDUSTRIAL PARK, THIRD FILING-PART 1, which lot is more fully shown and designated as  ${\tt LOT}$   ${\tt 99-A}$  on that certain plat entitled "FINAL PLAT OF LOT 89-A, LOT 98-A, LOT 99-A, AND TRACT A1A1-A-1 OF ASCENSION INDUSTRIAL PARK THIRD FILING - PART 1" made by Joseph Garrett, Registered Land Surveyor, dated September 9, 1999, a copy of which is filed and of record as Instrument No. 440780 in the conveyance records of Ascension Parish, Louisiana, to which plat reference is herewith made for greater certainty of description. Said Lot 99-A contains 2.54 acres and has such measurements and dimensions as shown on said map.

Said property is conveyed and accepted subject to all valid restrictions and servitudes, as indicated on said survey or map and as of record and mineral conveyances and/or reservations of record.

Being a portion of the same property acquired by vendor by act of record in Entry No. 382378 of the official records of Ascension Parish, Louisiana.

Vendor hereby reserves all of the oil, gas and minerals and all of the oil, gas and mineral rights which he may presently own the above described property. It is understood, however, that purchasers shall have at all times unrestricted use and occupancy of the surface of the above described lot of ground and that no drilling, mining, exploration, or other activities shall be conducted or carried on upon the surface of said property.

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

This present sale and conveyance is made and accepted, for and in consideration of the sum and price of FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00) DOLLARS, current money of the United States of America, which amount the said purchasers have paid in ready CASH, receipt of which is hereby acknowledged by vendor, and full discharge and acquittance granted therefor.

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

All taxes assessed against the property have been paid. Taxes for the year 2001 will be pro-rated.

All parties signing the within instrument have declared themselves to be of full legal capacity.

THUS DONE AND PASSED at my office in the City of New Roads, Parish of Pointe Coupee, Louisiana, in the presence of me, notary, and the undersigned competent witnesses who have signed in the presence of the parties and me on the date first above written.

WITNESSES:

Vicky S. Schexnayder

Dale J. Breaux

Kenneth J. Firmin, Sr

dy Austen Firmin

UBLIC

John Wayne Jewell

END OF DOCUMENT-APCC

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CASHCISALE

LOUISTANAROFR STATECOF PARISH OF EAST BATON ROUGE

BE IT KNOWN that on the  $10^{\rm th}$  day of October, 2001, before me, a Notary Public for the Parish of East Baton Rouge, Louisiana, and in the presence of the undersigned subscribing witnesses, personally appeared as Seller:

GREZAFFI (SS 5651), married to and living with Jude Robillard Grezaffi, being a resident of the lawful age of majority of the Parish of Pointe Coupee, State of Louisiana, the said L.J. Grezaffi dealing herein with his own separate property under his own separate administration and control; (SELLER)

who declared that for the price of <u>SEVENTY-ONE THOUSAND AND NO/100 (\$71,000.00) DOLLARS</u>, cash in hand paid, receipt of which is hereby acknowledged, Seller does hereby sell and deliver, with full warranty of title and subrogation to all rights and actions of warranty Seller may have unto:

<u>JENNINGS BRYAN FRYE (SSAN#</u> ) AND AGNES HENDERSON FRYE (SSAN# ), born Henderson, married to and living with each other, both residents of the lawful age of majority of the Parish of East Baton Rouge, State of Louisiana; the said Jennings Bryan Frye and Agnes Henderson Frye being represented herein by Z.C. Dunaway, their agent and attorney-in-fact pursuant to the attached Power of Attorney; (BUYERS)

who acknowledges delivery and possession of the following described property:

Two (2) certain lots or parcels of ground, together with all the buildings and improvements thereon, situated in the Parish of Ascension, State of Louisiana, in that subdivision known as ASCENSION INDUSTRIAL PARK, THIRD FILING, PART 1, and being designated as LOTS NUMBER ELEVEN (11) AND TWELVE (12), said subdivision, said lots having those measurements and dimensions as shown on a survey made by Joseph Garrett, P.E., P.L.S., dated June 25, 1999, recorded in File No. 440780, Ascension Parish Clerk and Recorder.

Buyer is aware that there are certain subdivision restrictions affecting said property on file and of record in the office of the Clerk and Recorder for the said Parish and State. This reference to these restrictions is not intended to, nor does it hereby reimpose the same but merely calls them to the attention of the buyer.

Sale is made subject to any prior mineral reservations of record.

To have and to hold said property unto the buyer, buyer's heirs, successors and assigns, forever.

All parties signing the within instrument, either as parties or as witnesses, have declared themselves to be of full legal capacity.

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

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

THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the date above written, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES

ryan Frye and Agnes Henderson Frye, by Z.C/Dunaway their agent and attorney-in-

R. Mullins, William TTT

NOTARY PUBLIC

# POWER OF ATTORNEY

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

me, the undersigned Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

JENNINGS RRYAN FRYE AND AGNES HENDERSON FRYE, born Henderson, married to and living with each other, both residents of the lawful age of majority of the Parish of East Baton Rouge, State of Louisiana;

who declared that they do by these presents make, nominate, ordain, authorize, constitute and appoint, and in their place and stead, Z.C. Dunaway, a resident of the lawful age of majority of the Parish of East Baton Rouge, State of Louisiana, to be their true and lawful agent and attorney-in-fact, giving and by these presents granting unto the said agent and attorney-in-fact full power and authority, for and in their name and behalf, to execute an Act of Cash Sale and any and all exchange documents necessary to purchase or exchange, with full warranty of title, free of any encumbrances whatsoever, and with full and complete transfer and subrogation of all rights and actions of warranty against all preceding owners and vendors, the following described property, to-wit:

# Lots 11 & 12. Ascension Industrial Park, Ascension Parish, Louisiana;

and they hereby authorize and empower their said agent and attorney-in-fact to purchase the above described property for the total consideration of \$71,000.00, and to sign any and all other documentation that may be necessary to complete the said transaction, as agent, in his sole and absolute discretion deems necessary and advisable.

And generally, for the full execution of the purposes aforesaid, the said agent and attorney-in-fact is hereby authorized and empowered to sign all acts, and generally to do and perform all acts necessary and property in the premises with the same validity as they might do if personally prosent, and they do hereby ratify and confirm any past actions whatsoever, the said agent and attorney-in-fact may have done or may do by virtue of this power.

THUS DONE AND PASSED on the date first above written, in the City of Baton Rouge, Parish of Fast Baton Rouge, State of Louistana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with appearers and me, the undersigned authority, after due reading of the whole.

Senning Bry

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Agnes Henderson Frye

Jule

William R. Mullins, JII

Notary Public

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STATE OF LOUISIANA PARISH OF ASCENSION DY. CLERK AND RECORDER DY. CLERK

# **ACT OF CASH SALE**

BE IT KNOWN, that on this day of April , 2002, before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

L. J. GREZAFFI (SSN: 5651), a person of the full age of majority, domiciled and residing in the Parish of Pointe Coupee, State of Louisiana, married to and living with Jude Robillard Grezaffi, but dealing herein with his separate property, whose mailing address is declared to be Post Office Box 692, New Roads, Louisiana 70760;

hereafter referred to as "SELLER";

who declared that for the price of \_\_\_\_\_\_ ONE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FIFTY AND NO/100 ----- (\$114,450,00) ------ 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:

SHORT STOP, INC. (TIN: 72-0769082), a Louisiana corporation, domiciled and doing business in the Parish of Ascension, State of Louisiana, whose mailing address is declared to be 13490 Adam Templet Road, Gonzales, Louisiana 70737, represented herein by CHARLES J. GAUTREAU, its President, as per that certain act of Corporate Resolution recorded for record in the official records of Ascension Parish, Louisiana, at File Number 159392;

hereafter referred to as "PURCHASER";

the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER acknowledges:

A certain tract or parcel of ground, together with all buildings and improvements thereon, situated in Section 50, Township 9 South, Range 2 East, Ascension Parish, Louisiana, being described on a certain map or plan of survey prepared by Joseph Garrett, P.E., P.L.S., Registered Land Surveyor, dated June 25, 1999, and entitled, "Final Plat of Ascension Industrial Park, Third Filing -Part 1, Being the Resubdivision of Lots 9,10, 11, 12, 13, 14, 15 & 16 of the Woodlands Subdivision, Second Filing, Lots 17, 18, 19, 20, 21, 22 & 23 of the Woodlands Subdivision, Third Filing, and Tract A1A1, All Being a Portion of the Property Formerly Belonging to Colonial Sugars Company, Located in Section 50, T-9-S, R-2-E, Ascension Parish, Louisiana, For L. J. Grezaffi, Doing Business as L.J.G. Land Company, Ascension Parish, Louisiana," a copy of said survey being approved by the Ascension Parish Planning Commission, Harvey Kling Chairman, dated June 25, 1999, and filed for record in the official records of Ascension Parish, Louisiana, at COB 619, Folio 476, File Number 440780. Said tract being designated as LOT SEVENTY-EIGHT (78), containing 3.51 acres, and having such bearings and dimensions and being subject to such servitudes and rights-of-way as shown more clearly on the map or plan of survey referred to above and made a part hereof by reference.

The above described property is subject to certain subdivision restrictions entitled Act of Restrictions of Ascension Industrial Park, recorded on July 16, 1998, at COB 600, File Number 417182, and that certain act of restrictions entitled Act of Restrictions of Ascension Industrial Park, recorded on August 3, 1999, at COB 622, File Number 443802 of the official records of Ascension Parish, Louisiana. This statement is not intended to reestablish or reimpose said restrictions, but is to make PURCHASER aware of said restrictions.

SELLER reserves all of the oil, gas and other minerals in, on and under the land conveyed herein, but agrees that the surface of the land shall not be used for the exploration for or development of any mineral.

Taxes for the current year will be pro-rated.

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.

Appearers 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 at Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the date hereinabove written, who sign with appearers and me, Notary, after due reading of the whole.

WIGHT D. POIRRIER, NOTARY PUBLIC

WITNESSES:

SHORT STOP INC

Db . . //

CHARLES & GAUTREAU, PRESIDENT

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BY... DY. CLERK

STATE OF LOUISIANA DY. CLERK AND RECORDER PARISH OF POINTE COUPEE

BE IT KNOWN, that on this 1st day of May, 2002, before me, a Notary Public, duly commissioned and qualified in and for the Parish of Pointe Coupee, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

BAYOU STATE INVESTMENT OF ASCENSION, INC. (Tax I.D.#72-1331155), a Louisiana corporation domiciled and doing business in the Parish of Ascension, herein represented by its duly authorized agent, Rodney Daigle, as per Corporate Resolution recorded in Ascension Parish records, address: 14136 Bishop Woods Road, Gonzales, Louisiana 70737;

hereinafter designated as "vendor", who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation in and to all rights and actions of warranty against all preceding owners and vendors, unto:

L. J. GREZAFFI (ss# 5651), husband of Jude Robillard Grezaffi, with whom he resides, but from whom he is separate in property by virtue of a judgment of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995 in the proceedings bearing Number 29,817 on the docket of said court, he being domiciled in the Parish of Pointe Coupee, State of Louisiana, address: P. O. Box 692, New Roads, LA 70760;

hereinafter designated as "purchaser", here present, accepting and purchasing for himself, his heirs, successors and assigns, and acknowledging delivery and possession of the following described property, to-wit:

A certain lot or parcel of ground, together with all buildings and improvements situated thereon and thereunto belonging, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, in Section 50, Township 9 South, Range 2 East, Southeastern District of Louisiana, in that certain subdivision known as ASCENSION INDUSTRIAL PARK, THIRD FILING PART I, as per survey made by Joseph Garrett, P.E., P.L.S. dated 6/25/99 and recorded in File No. 440780 of Ascension Parish records, and more particularly described as LOT 76 of ASCENSION INDUSTRIAL PARK, THIRD FILING PART I, said Lot 76 having such measurements and dimensions as shown on said survey and being subject to such servitudes, building set back lines and rights of way as are shown on said survey.

Being the same property acquired by vendor from purchaser by act of sale dated July 6, 1999, filed and recorded at COB 620, No. 441703, records of Ascension Parish, Louisiana.

TO HAVE AND TO HOLD the said property unto the said purchaser, his successors and assigns, free from any mortgages or other encumbrances, forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS, lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

Purchaser declared that he is purchasing the above described property as his separate and paraphernal property, with his separate and paraphernal funds, he being separate in property from his wife, Jude Robillard Grezaffi.

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

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 2002 shall be prorated.

THUS DONE AND PASSED at my office in the City of New Roads, Parish and State aforesaid, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES:

BAYOU STATE INVESTMENT OF

ASCENSION, INC

Rodney Daigle, President

Sally M. Saizan

MOTARY PUBLIC

FILED AND RECORDED

HENEY FINALL LOURDLE COPY OF INSTRUMENT FUND A RECORD

53/265

2002 PSC - 6 PS 12: 47

DY CLERC ARD PECORDER

BY

CASH SALE

STATE OF LOUISIANA PARISH OF ASCENSION

BE IT KNOWN, that on this 4th day of December, 2002, before me, the undersigned notary public, personally appeared:

G & M INDUSTRIES, L.L.C., (Tax I.D.# 72-1347839) a Louisiana limited liability company, represented herein by its undersigned members, Harvey Gerard Welch and Mark Gerard Welch, and whose address is 702 Winrock, Houma, LA 70360;

hereinafter designated as "vendor", who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation in and to all rights and actions of warranty against all preceding owners and vendors, unto:

L. J. GREZAFFI (ss# 5651), husband of Jude Robillard Grezaffi, born Robillard, with whom he resides, but from whom he is separate in property by virtue of a judgment of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995 in the proceedings bearing Number 29,817 on the docket of said court, a certified copy of which is filed and recorded under File Number 473925 of the records of Ascension Parish, Louisiana, he being domiciled in the Parish of Pointe Coupee, Louisiana, address: P. O. Box 692, New Roads, LA 70760;

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

A certain lot or parcel of ground, together with all the buildings and improvements thereon, situated in the Parish of Ascension, State of Louisiana, in Section 50, T9S, R2E, being a portion of Ascension Industrial Park, 3rd Filing, which lot or parcel of ground herein described being shown and designated as LOT 98-A-2 on a plat entitled "MAP SHOWING RESUBDIVISION OF LOT 98-A ASCENSION INDUSTRIAL PARK, 3rd FILING INTO LOTS 98-A-1 and 98-A-2" made by Joseph Garrett, P.L.S. dated November 19, 2002, a certified copy of which plat is attached hereto and made a part hereof by reference for greater certainty of description. Said Lot 98-A-2 contains 1.79 acres and has a front of 150.24 feet on the southeasterly right of way limits of La. Hwy. 73 by a depth on its northeasterly boundary of 580.33 feet (along a bearing of S 44° 38' 48" E), a depth on its southwesterly boundary of 583.51 feet (along a bearing of S 47° 52' 01" E) and same has a width of 117.64 feet on its rear or southeasterly boundary and is bounded as follows: In front or northwesterly by said La. Hwy. 73; northeasterly by Lot 99-A of said Ascension Industrial Park, 3rd Filing; southwesterly by Lot 98-A-1 of the attached plat; and in the rear or southeasterly by other property of purchaser.

Said Lot 98-A-2 is a portion of Lot 98-A of ASCENSION INDUSTRIAL PARK, THIRD FILING, PART I as shown on a plat thereof a copy of which is on file and of record as File No. 440780 in the office of the Clerk and Recorder for Ascension Parish, Louisiana.

Attached hereto is evidence of approval of the resubdivision of Lot 98-A by the Architectural Control Committee of Ascension Industrial Park.

Being a portion of the same property acquired by vendor from purchaser by act of sale dated June 22, 2001, recorded at File No. 490486 of the conveyance records of Ascension Parish, Louisiana.

Said property is conveyed and accepted subject to all valid restrictions and servitudes as indicated on said survey and as of record and mineral conveyances and/or reservations of record.

TO HAVE AND TO HOLD the said property unto the said purchaser, his successors and assigns, free from any mortgages or other encumbrances, forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of THIRTY-FIVE THOUSAND EIGHT HUNDRED AND NO/100 (\$35,800.00) DOLLARS, lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

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

All taxes assessed against the property herein conveyed have been paid. Taxes for the year 2002 shall be paid by vendor.

THUS DONE AND SIGNED on the date first above written after a due reading of the whole.

WITNESSES:

G & M INDUSTRIES, L.L.C.

By Mulleul

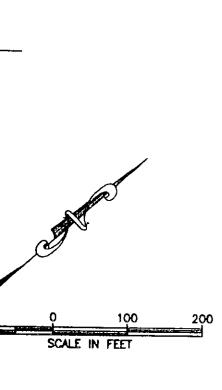
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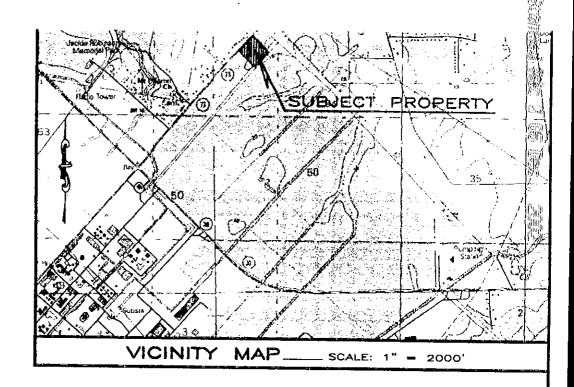
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W AND THE

NOTARY PUBLIC John Wayne Jewell)

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\*ZONING NOTE:

THE LAND USE OF INDUSTRIAL PARK WAS "GRANDFATHERED IN" PER LETTER BY ASCENSION PARISH DEPARTMENT OF ZONING, DATED OCTOBER 24, 2001, AND FURNISHED TO THIS FIRM BY LATTER & BLUM INC.

APPROVED:

Samue Olton GAIRMAN ASCENSION PARISH PLANNING COMMISSION

DATE: //. 20 . 2002

FILE NO.: 2645

\_\_MAP SHOWING RESUBDIVISION OF .\_\_

LOT 98-A

ASCENSION INDUSTRIAL PARK, 3rd FILING

\_ OTNI \_

LOTS <u>98-</u> and <u>98-A-2</u>

ALL BEING A PORTION OF PROPERTY FORMERLY BELONGING TO COLONIAL SUGARS COMPANY, LOCATED IN SECTION 5D, T.95.-R.2E., ASCENSION PARISH, LOUISIANA

COMPANY <u>L.J.G.</u> LAND

ASCENSION PARISH, LOUISIANA



ATION



PAN AMERICAN ENGINEERS - BATON ROUGE INCORPORATED

8414 BLUEBONNET BLVD., SUITE 100 BATON ROUGE, LA. 70810 (225) 765-1802

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	DESIGNED	M BOUDREAUX	DETAILED	M BOUDREAUX	DATE	11/19/02
	CHECKED	J GARRETT	CHECKED	J GARRETT	JOB HO.	02-4560
					· \	

FILED AND RECORDED REPORT HART COURCUE ASCENSION OF FRUIT HE TOURT CASH SALE 542557

CERTIFIED TRUE COPY OF INSTRUMENT FILED FOR RECORD

2009 APR 29 AH IO: 00

STATE OF LOUISIANA

All Sreams

BY\_\_\_\_\_\_DY. CLERK

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on April 25, 2003, before me, a Notary Public for the Parish of East Baton Rouge, and in the presence of the subscribing witnesses, personally appeared:

LUKE J. GREZAFFI, married to and living with Jude R. Grazaffi, domiciled in the Parish of Pointe Coupee, State of Louisiana, whose mailing address is 706 E. Main Street, New Roads, LA 70760, represented herein by his Agent and Attorney in Fact, Jude R. Grazaffi, pursuant to Power of Attorney attached hereto, and JUDE R. GREZAFFI, wife of Luke J. Grezaffi, domiciled in the Parish of Pointe Coupee, State of Louisiana, whose mailing address is 706 E. Main Street, New Roads, LA 70760, appearing herein to acknowledge the separate property of Luke J. Grezaffi; herein called SELLER,

who declared that for the price of **One Hundred Fourteen Thousand** (\$114,000.00), **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:

STAR DESIGN CORPORATION, a corporation existing under the laws of the State of Louisiana, represented herein by its President, Robert A. Beter, II, domiciled in the Parish of Livingston, State of Louisiana, whose permanent mailing address is declared to be 32342 Weiss Road, Walker, LA 70785; herein called BUYER,

the following described property the possession and delivery of which  ${\bf BUYER}$  acknowledges:

A certain lot or parcel of ground, together with all buildings and improvements situated thereon and thereunto belonging, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, in Section 50, Township 9 South, Range 2 East, Southeastern District of Louisiana, in that certain subdivision known as ASCENSION INDUSTRIAL PARK, THIRD FILING, PART I, as per survey entitled "Map Showing Resubdivision of Lots 69 and 76, Ascension Industrial Park, Third Filing, Part One, made by Joseph Garrett, P.E., P.L.S. dated 3/25/03 and recorded in conveyance records of Ascension Parish, Louisiana, and more particularly described as Lot 76-A of ASCENSION INDUSTRIAL PARK, THIRD FILING, PART I, said lot 76-A having such measurements and dimensions as shown on said survey and being subject to such servitudes, building set back lines and rights of way as are shown on said survey.

**SELLER** reserves unto itself all oil, gas and other minerals and/or mineral rights in and to the above described property but releases and relinquishes all surface rights and operations.

The property is sold subject to restrictions and servitudes of record and to any zoning ordinances affecting the property.

The undersigned SELLER and BUYER herein acknowledge the undersigned Notary has not procured a zoning certificate from the City or Parish where the property is located and agree to

hold the notary harmless from any liability in connection therewith.

The ad valorem taxes on said property for the current year have been prorated as of this date, based on this last year's assessment, and **BUYER** assumes the payment thereof. Any difference will be adjusted between the parties hereto. **SELLER** declares all prior years taxes have been paid.

All parties signing the within instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties.

Certificates are not annexed showing that taxes assessed against the property have been paid and the parties release me, Notary, from any liability in connection therewith.

Done and signed by the parties in my office in Baton Rouge, Louisiana, on the date first above written, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

LUKE J. GREZAFFI

gent and Attorney in Fact

Signing to acknowledge the separate property

of her husband, Luke J. Grezaffi

STAR DESIGN CORPORATION

TIN: 27-0023766

**BRIAN COHN** NOTARY PUBLIC

P.02

# STATE OF LOUISIANA PARISH OF POINTE COUPEE

# POWER OF ATTORNEY

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

LUKE J. GREZAFFI, (SSN: 5651), married to and living with Jude R. Grezaffi, domiciled in the Parish of Point Coupee, State of Louisiana, whose present mailing address is 706 E. Main Street, New Roads, Louisiana 70760; referred to herein as "Principal"; who declared that he does by these presents make, constitute and appoint

JUDE R. GREZAFFI, (1992), wife of Luke J. Grezaffi, domiciled in the Parish of Point Coupee, State of Louisiana, whose present mailing address is 706 E. Main Street, New Roads, LA 70760; referred to herein as "Agent";

to be his true and lawful agent and attorney-in-fact, giving and granting unto Agent full power and authority to do and perform all and every act and thing whatsoever requisite, necessary, and proper to accomplish the following:

1. For Principals and in Principals' names to sell the following described property:

A certain lot or parcel of ground, together with all buildings and improvements situated thereon and thereunto belonging, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, in Section 50, Township 9 South, Range appertaining, situated in the Parish of Ascension, State of Louisiana, in Section 50, Township 9 South, Range 2 East, Southeastern District of Louisiana, in that certain subdivision known as ASCENSION INDUSTRIAL PARK, THIRD FILING, PART I, as per survey entitled "Map Showing Resubdivision of Lots 69 and 76, Ascension Industrial Park, Third Filing, Part One, made by Joseph Garrett, P.E., P.L.S. dated 3/25/03 and recorded in conveyance records of Ascension Parish, Louisiana, and more particularly described as Lot 76-A of ASCENSION INDUSTRIAL PARK, THIRD FILING, PART I, said lot 76-A having such measurements and dimensions as shown on said survey and being subject to such servitudes, building set back lines and rights of way as are shown on said survey.

for a sum in an amount equal to ONE HUNDRED FOURTEEN THOUSAND AND NO/100 (\$114,000.00) DOLLARS CASH to The Star Design Corporation, whose mailing address is P.O. Box 518, Geismar, LA 70734, and to execute in Principals' names any documents necessary to accomplish the same.

2. For Principal and in Principals' name to sign all papers, documents and acts necessary in order to accomplish the foregoing, including, but not limited to all disclosures required under law, and HUD Settlement Statements; to receive and receipt for and endorse and deliver any sale proceeds payable to Principal in connection with the foregoing, and to do any and all things the said Agent, in Agent's sole and uncontrolled discretion, deems necessary or proper in connection therewith.

Thus signed on this 23 of April, 2003, at New Roads, Louisiana, in the presence of the undersigned Notary Public and witnesses, who have signed with the parties after due reading of the whole.

WITNESSES:

LUKEI GREZAF

NOTARY PUBLIC

END OF DOCUMENT-APCC

FILED AND RECORDED MERSOT MART COURSULD ASCAMA - COLTER COLORS

546906 CASH SALE OTHER

DY. CLEPA AND RECORDER

CERTIFIED TRUE COPY OF INSTRUMENT PILED FOR RECORD 4

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned notary public, duly commissioned and qualified in and for the parish and state aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

L. J. GREZAFFI, (SSN: 5651), A married man as his sole and separate property, resident of the full age of majority of West Baton Rouge, State of Louisiana, whose permanent mailing address is 706 East Main Street, New Roads, Louisiana 70760;

Hereinafter referred to as "Seller" whether singular or plural, who declared that for the price of S42,141.00 cash, receipt of which is hereby acknowledged, Seller hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty Seller may have unto:

BROU INVESTMENTS, LLC, (TIN: 56-2354221), a limited-liability company duly organized, validly existing and in good standing under the laws of the State of Louisiana and has its registered offices at 17646 Chasefield Avenue, Baton Rouge, Louisiana 70817, appearing herein through its duly authorized agent, Donald J. Brou and Glenda G. Brou, by virtue of resolution, a copy of which is attached hereto;

hereinafter referred to as "Buyer" whether singular or plural, the following described property:

One (1) certain tract of land, together with all buildings and improvements thereon, and all of the rights, ways, privileges, prescriptions, tenements, hereditaments, appurenances, easeemts, servitudes and advantages thereunto belonging or in anywise appertaining, including all rights of liberative and acquisitive prescription, situated in the Parish of Ascension, State of Louisiana, In Section 50, Township 9 South, Range 2 East, Southeastern District of Louisiana, in that certain subdivision known as ASCENSION INDUSTRIAL PARK, SECOND FILING, and being more particularly described as LOT FOURTEEN (14) on that certain plat of survey entitled "Final Plat of TRACT A1A1-A-1-A and LOTS 5A-1A and LOTS 9 THRU 15, Ascension Industrial Park (Second Filing), Being a Resubdivision of Tract A1A1-A-1-A-1 and Lot 5A-1, Land formerly belonging to Colonial Sugars Company, Located in Section 50, T-9-S, R-2-E, Ascension Parish, Louisiana for L J. G. Land Company, Inc." made by Joseph Garrett, Professional Land Surveyor, dated August 15, 2001, a copy of which is on file and of record at File No. 494623 of the conveyance records of Ascension Parish, State of Louisiana. Said Lot 14 0.59 acres and is more fully described as follows, to-wit:

Commence at a point formed by the intersection of the Easterly boundary of the former Colonial Sugars Company property and the Northerly right of way of Louisiana State Highway No. 30; thence proceed S 89° 06' 59" W along said right of way limits a distance of 1,401.45 feet to a point marked by a 1/2" iron pipe located at a point formed by the intersection of the North right of way limits of said Louisiana State Highway No. 30 and the East right of way of Industrial Drive; thence proceed S 89° 06' 59" W a distance of 100.00 feet; thence proceed N 00° 53' 01" W a distance of 185.92 feet; thence proceed N 10° 11' 31" W a distance of 104.11 feet; thence proceed N 00° 53' 01" W a distance of 408.67 feet to the POINT OF BEGINNING; N 00° 53' 01" W a distance of 102.16 feet; thence proceed S 89° 06' 59" W a distance of 250.00 feet; thence proceed S 00° 53' 01" E a distance of 102.16 feet; thence proceed N 89° 06' 59" E a distance of 250.00 feet back to the point of beginning, and being subject to such servitudes and restrictions as are shown on the said map.

Said property is hereby conveyed with the Seller retaining all mineral rights.

Property taxes for the year 2002 have been paid.

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, and Buyer, Buyer's heirs and assigns, shall have and hold the described property in full ownership forever.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana as well as required tax and zoning certificates are dispensed with by the parties, who relieve the undersigned Notary Public of any responsibility for the production thereof.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses and me, Notary Public, on May 30, 2003.

WITXESSES

LIGREZARD

BROU INVESTMENTS, LLC

BY: DONALD J. BROU

BY GLENDA G. BROU

Notary Public

# LIMITED LIABILITY COMPANY RESOLUTION TO BORROW / GRANT COLLATERAL

	Maturity = - 05-30-2004	-Loan No	Call / Coll	Account	Officer Initials
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  Any item above containing ***** has been omitted due to text length limitations.					

Company: BROU INVESTMENTS, LLC (TIN: 56-2354221)

17646 CHASEFIELD AVE BATON ROUGE, LA 70817 Lender:

HANCOCK BANK OF LOUISIANA

COURSEY BRANCH 13380 COURSEY BLVD BATON ROUGE, LA 70816

#### WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE COMPANY'S EXISTENCE. The complete and correct name of the Company is BROU INVESTMENTS, LLC ('Company'). The Company is a THE COMPANY'S EXISTENCE. The complete and correct name of the Company is BROU INVESTMENTS, LLC ('Company'). The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Louisiana. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the faiture to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 17645 CHASEFIELD AVE, BATON ROUGE, LA 70817. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

RESOLUTIONS ADOPTED. At a meeting of the members of the Company, duly called and held on May 30, 2003, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

MEMBERS. The following named persons are members of BROU INVESTMENTS, LLC:

**TITLES** <u>AUTHORIZED</u> ACTUAL SIGNATURES GLENDA G. BROU Member DONALD J. BROU Member

ACTIONS AUTHORIZED. Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, any two (2) of such authorized persons are authorized, empowered, and directed to do the following for and on behalf of the Company:

To negotiate and obtain a multiple advance loan from Lender in the amount of One Hundred Forty Thousand & 00/100 Dollars (U.S. \$140,000.00) under such terms and conditions as said members may agree to in their sole discretion, for such surn or sums of money as in they judgment should be borrowed.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Company's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Company's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Company or in which the Company now or hereafter may have an interest, including without limitation all real (immovable) property and all personal (movable) property and rights of the Company, as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Company to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated, encumbered or otherwise secured at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated, encumbered or otherwise secured.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, collateral mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given, and which may contain provisions for foreclosure under Louisiana executory process procedures, confessions of judgment, waiver of appraisal and other rights, all of which remedies upon default are specifically agreed to by the Company; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Confession of Judgment. For purposes of foreclosure under Louisiana executory process procedures, the Company confesses judgment and acknowledges to be indebted to Lender, up to the full amount of the Indebtedness in principal, interest, costs, expenses, reasonable attorneys' fees and other fees and charges. The Company further confesses judgment and acknowledges to be indebted unto and in favor of Lender in the fees and other fees and charges. The Company further confesses judgment and acknowledges to be indebted unto and in tavor of Lender in the amount of all additional advances that Lender may make on the Company's behalf pursuant to this Resolution, together with interest thereon, up to a maximum of two (2) times the face amount of the aforesaid Note. To the extent permitted under applicable Louisiana law, the Company additionally waives: (1) the benefit of appraisal as provided in Articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (2) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (3) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (4) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Company or in which the Company may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Company's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the members may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

ASSUMED BUSINESS NAMES. The Company has filed or recorded all documents or filings required by law relating to all assumed business names used by the Company. Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: None.

NOTICES TO LENDER. The Company will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Members of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice

CERTIFICATION CONCERNING MEMBERS AND RESOLUTIONS. The members named above are duly elected, appointed, or employed by or for the Company, as the case may be, and occupy the positions set opposite their respective names. This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may refy on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

# LIMITED LIABILITY COMPANY RESOLUTION TO BORROW / GRANT COLLATERAL (Continued)

IN TESTIMONY WHEREOF, We have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Limited Liability Company Resolution to Borrow / Grant Collateral is dated May 30, 2003.

CERTIFIED TO AND ATTESTED BY:

SIENPA G. BROIL Member

DONALB J. BROU, Member

NOTE: If the members signing this Resolution are designated by the foregoing document as one of the members authorized to action the Company's behalf, it is advisable to have this Resolution signed by at least one non-authorized member of the Company.

USER PROTending Vir. \$25 11002. Copy Heleno Frience Soutons Inc. 1987 2005. Ul Right Reserved. - UL (CRUZIL/CYSE) TRUSTIFF PRINZ

END OF DOCUMENT APCC

STATE OF LOUISIANA

PARISH OF ASCENSION

FILED AND RECORDED KERMIT HART BOURDUE ASCETT THE FILE OF THE THART BOUROUE

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2003 JUL \$3 PACT QFO CASH SALE

CERTIFIEO TRUE COPY OF TRUMENT TO SECOND

COB 1108 OTHER

INSTRUME

BE IT KNOWN, That WhOSER AND RECORDER , before me, a Notary Public for the Parish of Ascension, State of Louisiana, and in the presence of the subscribing witnesses, personally appeared as Seller:

L.J. Grezaffi, a resident of the full age of majority of the Parish of Pointe Coupee, State of Louisiana, who declared that he is married to and living with Jude Robillard Grezaffi, herein dealing with his separate property;

whose permanent mailing address is declared to be P.O. Box 692 New Roads, LA 70760 , who declared that for the price of THIRTY-NINE THOUSAND FIVE HUNDRED EIGHTY-SEVEN HUNDRED AND NO/1(\$39,587.00 ) DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, Seller does hereby sell and deliver, with full warranty of title and subrogation to all rights and actions of warranty Seller may have unto Buyer:

BRITTLE INVESTMENTS, L.L.C., a Louisiana limited liability company, demiciled in the Parish of East Baton Rouge, State of Louisiana, herein represented by its members, Donald Brou and Christopher Whittle, duly authorized by virtue of the Articles of Organization duly registered with the Secretary of State of the State of Louisiana and recorded in the public records of Ascension Parish, Louisiana;

whose permanent mailing address is declared to be 17646 Chasefield Ave. Baton Rouge, LA 70817 , who acknowledges delivery and possession of the following described property:

ONE (1) CERTAIN LOT OR PARCEL CF GROUND, together with all the buildings and improvements thereon, situated in the Parish of Ascension, State of Louisiana, in that subdivision known as THE ASCENSION INDUSTRIAL PARK, SECOND FILING, and being designated on the official plan of said subdivision, on file and of record in the office of the Clerk and Recorder of said Parish and State, as LOT NUMBER THIRTEEN (13), said subdivision, said lot having such size, shape and dimensions and being subject to such servitudes as are shown on said map.

Seller reserves all of the mineral rights in and to the property herein described and conveyed, provided, however, that the Seller shall have no right whatscever to use any of the surface of the property herein conveyed for any purpose whatsoever, including, without limitation, the exploration, drilling, production and/or development of the minerals herein reserved.

Municipal address: LOT 13, ASCENSION IND. PARK , GONZALES, LA 70737

Said property is conveyed and accepted subject to all valid restrictions, servitudes, and mineral conveyances and/or reservations of record.

To have and to hold said property unto the buyer, buyer's heirs, successors and assigns, forever.

All parties signing the within instrument, either as parties or as witnesses, have declared themselves to be of full legal capacity.

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

All taxes assessed against the property herein conveyed have been paid.

Thus done and signed at Prairieville, Louisiana, on the date above written, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:	Jusus!	
Demaile Watson	L.J. Grezafti	SS# <b>565</b> 1
		ss#
		ss#
		ss#
	BRITTLE INVESTMENTS, L.L.C.	SS# 4954
	By: Donald Brou and	SS#
	Christopher Whittle	SS#
		ss#
	OTARY PUBLIC	

MOTARI PUBLIC

John W. Adams

463

AH 9:03 2003 .!!" 3!

FOORDER

BY. DY, CLERK

CASH SALE

File = 03-9214

STATE OF LOUISIANA

PARISH OF ASCENSION

BE IT KNOWN, that on this 30th day of July, 2003;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared as Seller:

L. J. GREZAFFI, a person of the full age of majority, married to and living with Jude Robillard Grezaffi. demiciled in the Parish of Ascension, Louisiana, whose permanent mailing address is declared to be PO Box 692. New Roads, LA, 70760; the said L.G. Grezaffi appearing herein to sale the following described property as his separate and paraphernal property acquired with his separate and paraphernal funds.

who declared that for the price of Sixty-Two Thousand Seven Hundred Twenty And 00/100 (\$62,720.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, Seller does hereby sell and deliver, with full warranty of title and subrogation to all rights and actions of warranty Seller may have unto Buyer:

STORE-SMART STORAGE, LLC, a Louisiana limited liability company that is domiciled and doing business in Ascension Parish, herein represented by James Eric Harris, duly authorized pursuant to a certificate of authority which is on file and of record in the official records of Ascension Parish, whose permanent mailing address is declared to be 6210 Hwy 73. Geismar. LA. 70734:

who acknowledges delivery and possession of the following described property:

One (1) certain lot or parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, in that subdivision known as ASCENSION INDUSTRIAL PARK, 3rd FILING - PART I, and designated on the official plan thereof on file and of record in the office of the Clerk and Recorder of the Parish of Ascension. State of Louisiana, as LOT NUMBER SIXTY-NINE B (69-B), said subdivision, said lot having such measurements and dimensions and being subject to such servitudes and restrictions as are more particularly shown on said map.

Seller expressly reserves unto himself, his successors and/or assigns, all of the oil, gas or other minerals in and under the property, and the right to mine and produce same, except that the use or disturbance of the surface of the property herein sold shall not be permitted in connection with such reservation.

The said property is sold, conveyed and accepted subject to any and all valid restrictions, servitudes, mineral conveyances and or reservations of record affecting same, if any.

To have and to hold said property unto Buyer, Buyer's heirs, successors and assigns, forever.

All parties signing the within instrument, either as parties or as witnesses, have declared themselves to be of full legal capacity.

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

The production of mortgage, conveyance and/or tax certificates are dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been prorated as of the date of sale.

THUS DONE AND SIGNED at my office in the City of Prairieville State of Louisiana, on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole

WITNESSES

nes Frie Harris

Notary Public

560421

CERTIFIED TRUE COPY OF

2000 001 29 PF 1:28

DY, CLERK

STATE OF LOUISIANA PARISH OF ASCENSION

# ACT OF CASH SALE

BE IT KNOWN, that on this 28th day of Criober 2003, before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

L. J. GREZAFFI (Social Security Number 15551) a person of the full age of majority, married to and living with Jude R. Grezaffi, but dealing herein with his separate property by virtue of that certain Judgment of the 18th Judicial District Court for the Parish of Point Coupee, Louisiana, domiciled and residing in the Parish of Pointe Coupee, State of Louisiana, whose mailing address is declared to be Post Office Box 692, New Roads, Louisiana 70760;

who declared that for the price of <u>SEVEN HUNDRED FIVE THOUSAND THREE HUNDRED AND NO/100</u> hereafter referred to jointly as "SELLER"; (S705,300.00) 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:

SLC, INC., Tax Identification Number 72-1535371, a corporation duly organized under the laws of the State of Louisiana, domiciled in the Parish of Ascension, State of Louisiana, whose mailing address is declared to be Post Office Box 146, Sorrento, Louisiana 70778, represented herein by John Grady Melancon, President, duly authorized as will appear from the corporate resolution on file and of record in the official records of Ascension Parish at COB/MOB File No. 538992;

the following described property, with all its component parts, including all rights, ways, privileges, servirudes and hereafter referred to jointly as "PURCHASER"; appurtenances thereto belonging, the possession of which PURCHASER acknowledges:

A certain parcel of land being Tract "X" of a portion of the 161.581 acre tract formerly known as the Borden Chemical & Plastics Lands, located in Section 50, T9S-R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana, and being more particularly described as follows: Starting at the intersection of the Northern R/W of La. Hwy. 30 with the Eastern R/W of La. Hwy. 73; thence proceed South 45° 27' 18" East, a distance of 522.92' to the Point of Beginning: thence North 41° 12' 33" East, a distance of 1333.97' to a point and corner; thence South 45°26' 12" East, a distance of 807.64' to a point and corner; thence South 44°32' 42" West, a distance of 1331.49' to a point and corner; thence North 45° 27' 18' West a distance of 730.00' to the Point of Beginning for a total of 23.51 Acres.

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.

Said property is sold, conveyed and accepted subject to any and all valid restrictions, servirudes, mineral conveyances and/or reservations affecting same, if any.

All parties signing the within instrument have declared themselves to be of full legal capacity and have declared that Taxes for the current year will be pro-rated. the name, marital status, domicile and address of each is correct as set forth above.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the PURCHASER, PURCHASER's heirs and assigns shall have and hold the described property in full ownership forever.

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



THUS DONE AND PASSED at Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the date hereinabove written, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

L. J. G. LAND COMPANY, L.L.C.

BY:(

L. J. GREZAITI, duly authorized

SLC, IN

BY:

JOHN GRADY MELANCON,

duly authorized

DWIGHT D. POIRRIER, NOTARY PUBLIC

END OF DOCUMENT-APCC

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CASH SALE

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L. J. GREZAFFI

- Automey at Law 212 Vecerans Boulevand, Sm. A Memine, LA 70005 \$04-831-2607 TO:

COD\_TIOB.\_\_OTHER\_ BETTYE BALLINA, WIFE OF AND RECORDED LEONARD J. BORDELON

CERTIFIED TRUE COPY OF INSTRUMENT FILED FOR RECORD

2003 NOY -7 AM 9: 09

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UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF JEFFERSON

BE IT KNOWN, that on this 30th day of October, 2003,

BEFORE ME, F. JOSEPH DROLLA, JR., a Notary Public duly commissioned and qualified in and for the Parish of Jefferson, and in the presence of the witnesses hereinafter named and undersigned:

# PERSONALLY CAME AND APPEARED:

### L. J. Grezaffi

a person of the full age of majority and a resident of the Parish of Pointe Coupee, State of Louisiana, who declared under oath to me, Notary, that he has been married but once and then to Jude Robillard Grezaffi, with whom he is presently living and residing but from whom he is separate in property by virtue of a judgment of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995 in the proceedings bearing Number 29,817 on the docket of said court, a certified copy of which is filed and recorded under File Number 473925 of the records of Ascension Parish, Louisiana; that his Social Security Number is 5651 and that his mailing address is P.O. Box 692, New Roads, LA 70760,

("Seller"), who declares that Seller does by these presents grant, bargain, sell, convey, transfer, assign, setover, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which Seller has or may have against all preceding owners and vendors, unto

BETTYE BALLINA, WIFE OF/AND LEONARD J. BORDELON both persons of the full age of majority and residents of the Parish of Jefferson, State of Louisiana, who declared under oath to me, Notary, that Bettye Ballina Bordelon has been married twice, first to Charles R. Lee from whom she divorced, and second to Leonard J. Bordelon, with whom she is presently living and residing; that Leonard J. Bordelon has been married twice, first to Merilyn Johnson, who is deceased, and second to Bettye Ballina Bordelon with whom he is presently living and residing; that he is

# SPECIAL POWER OF ATTORNEY

## UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ORLEANS

CITY OF NEW ORLEANS

October 23, 2003

Before me, a Notary Public, duly commissioned and qualified in and for the above-indicated State and Parish/County\*, and in the presence of the undersigned witnesses, personally came and appeared the hereinafter named and undersigned PRINCIPAL, who declared under oath that he is of legal age and his marital status is as hereinafter set forth, and further that he does, by these presents, make, name, ordain, constitute and appoint the hereinafter named AGENT and ATTORNEY-IN-FACT (hereinafter referred to as AGENT), of the full age of majority, to be his true and lawful AGENT, hereby giving and granting unto said AGENT full power and authority, for him, and in his name, place and stead, to do and perform all the things and acts specified herein and in the numbered paragraph(s) indicated or completed below.

PRINCIPAL further authorizes and empowers his said AGENT to do and perform any and every act, matter and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purposes for which this power of attorney is granted, as fully and with like effect as if PRINCIPAL had been personally present and had done any such thing, performed any such act, and/or had signed all and any such document, deed, note, contract, application or other agreement, PRINCIPAL hereby ratifying and confirming any and all things done by his said AGENT and adopting them as his own act and deed.

PRINCIPAL further expressly stipulates that any ambiguities which may arise in the interpretation hercof shall be liberally construed so as to effectuate the purposes hereof and to validate all things done by AGENT. Whenever used herein, the singular number shall include the plural, and the masculine gender shall include all genders.

The purpose for which this power of attorney is granted is:

			Applicable
	I.		Not applicable
T nd interest	To direct, instruct, authorize and permit AGENT to sell and therein, with warranty of title and with subrogation of a	ıll action	s of warranty, unto

To direct, instruct, authorize and permit AGENT to sell and deliver the hereinafter described real estate, and/or all of PRINCIPAL'S right, title and interest therein, with warranty of title and with subrogation of all actions of warranty, unto any person, firm or corporation or association, for such price and on such terms and conditions as AGENT may deem proper, to pay and discharge any and all charges, expenses and encumbrances in connection therewith, and to receive and receipt for the selling price.

II.	Applicable
	☐ Not applicable

To direct, instruct, authorize and permit AGENT to purchase the hereinafter described real estate for the price and sum of \$428,000.00 in cash and \$269,000.00 to be evidenced by PRINCIPAL'S promissory note secured by vendor's lien and/or mortgage on such real estate.

III.	Applicable		
,,,,	Not applicable		

To direct, instruct, authorize and permit AGENT to borrow, from any person, firm or corporation, the total sum of \$700,000.00, which loan is to be evidenced by PRINCIPAL'S promissory note and secured by a vendor's lien and/or mortgage on the hereinafter described real estate, or PRINCIPAL'S undivided interest therein.

In the event that paragraphs II and/or III herein above shall be applicable, PRINCIPAL does hereby expressly authorize AGENT:

(a) To execute the necessary sale and resale or act of mortgage to create a vendor's lien in favor of any building and loan association, and/or to execute any act of sale and/or mortgage, conventional mortgage, or any form of mortgage required to obtain mortgage loan insurance or loan guarantees from the Veterans Administration or Federal Housing Administration, on such form and on such terms and conditions as the lender shall require, the said instrument to contain all usual Louisiana security clauses, including by way of example, but not limited to, confession of judgment, waiver of appraisement, waiver of homestead exemption from seizure, and pact de non alienando.

# EXHIBIT Property Description

FOUR CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, being a portion of the 161.581 acre tract formerly known as the Borden Chemical & Plastics Lands, located in Section 50, Township 9 South, Range 2 East, Southeastern Land District of Louisiana, East of the Mississippi River, Ascension Parish, Louisiana, designated as LOTS 1,2,3, & 4A on a plat of survey by Alvin Fairburn & Associates, LLC, Land Surveyors, dated October 20, 2003, a copy of which is annexed to an act of cash sale passed before F. Joseph Drolla, Jr., Notary Public, dated October 30, 2003, filed and recorded under File No.\_\_\_\_\_\_\_\_ Of Conveyance Book \_\_\_\_\_\_\_ of the records of Ascension Parish, and according to which Lots 1, 2, 3, & 4A adjoin each other and measure each as follows:

Lot 1: starting at the intersection of the Northern R/W of La. Hwy. 30 with the Eastern R/W of La. Hwy. 73, proceed North 02°00'49" West, a distance of 70.89 feet; thence North 42°24'38" East, a distance of 144.82 feet; thence North 37°47'24"East a distance of 225.57 feet; thence North 33°53'25" East, a distance of 202.20 feet; thence North 37°16'22" East, a distance of 171.45 feet; thence North 40°34'04" East, a distance of 366.50 feet to the Point of Beginning: thence North 40°34'04" East, a distance of 180.44 feet to a point and corner; thence South 45°26'05" East, a distance of 626.12 feet to a point and corner; thence South 41°12'33" West, a distance of 180.31 feet to a point and corner; thence North 45°26'05" West, a distance of 624.01 feet to the Point of Beginning for a total of 2.58 Acres.

Lot 2: starting at the intersection of the Northern R/W of La. Hwy. 30 with the Eastern R/W of La. Hwy. 73, proceed North 02°00'49" West, a distance of 70.89 feet; thence North 42°24'38" East, a distance of 144.82 feet; thence North 37°47'24"East a distance of 225.57 feet; thence North 33°53'25" East, a distance of 202.20 feet; thence North 37°16'22" East, a distance of 171.45 feet; thence North 40°34'04" East, a distance of 186.06 feet to the Point of Beginning: thence North 40°34'04" East, a distance of 180.44 feet to a point and corner; thence South 45°26'05" East, a distance of 624.01 feet to a point and corner; thence South 41°12'33" West, a distance of 180.31 feet to a point and corner; thence North 45°26'05" West, a distance of 622.08 feet to the Point of Beginning for a total of 2.57 Acres.

Lot 3: starting at the intersection of the Northern R/W of La. Hwy. 30 with the Eastern R/W of La. Hwy. 73, proceed North 02°00'49" West, a distance of 70.89 feet; thence North 42°24'38" East, a distance of 144.82 feet; thence North 37°47'24"East a distance of 225.57 feet; thence North 33°53'25" East, a distance of 202.20 feet; thence North 37°16'22" East, a distance of 171.45 feet; thence North 40°34'04" East, a distance of 5.62 feet to the Point of Beginning: thence North 40°34'04" East, a distance of 180.44 feet to a point and corner; thence South 45°26'05" East, a distance of 622.08 feet to a point and corner; thence South 41°12'33" West, a distance of 180.31 feet to a point and corner; thence North 45°26'05" West, a distance of 620.06 feet to the Point of Beginning for a total of 2.55 Acres.

Lot 4A: starting at the intersection of the Northern R/W of La. Hwy. 30 with the Eastern R/W of La. Hwy. 73, proceed North 02°00'49" West, a distance of 70.89 feet; thence North 42°24'38" East, a distance of 144.82 feet; thence North 37°47'24"East a distance of 225.57 feet; thence North 33°53'25" East, a distance of 188.83 feet to the Point of Beginning: thence North 33°53'25" East, a distance of 13.37 feet; thence North 37°16'22" East, a distance of 171.45 feet; thence North 40°34'04" East, a distance of 5.62 feet to a point and corner; thence South 45°26'05" East, a distance of 620.06 feet to a point and corner; thence South 41°12'33" West, a distance of 190.31 feet to a point and corner; thence North 45°26'05" West, a distance of 605.92 feet to the Point of Beginning for a total of 2.54 Acres.

- (b) To make, execute and deliver in PRINCIPAL'S name a promissory note in the amount of the credit portion of the purchase price or the amount of the loan, said note to be payable at such maturity and at such rate of interest and on such terms and conditions as AGENT shall deem proper. AGENT may increase or decrease the amount of the note, not to exceed ten (10%) percent.
- (c) In the event that any loan is obtained from a building and loan association, to subscribe to shares of stock in said association and to pledge same to secure the loan, and to agree to comply with all of the provisions of the charter, bylaws, and rules and regulations of such building and loan association, and all other things as such building and loan association shall require.
- (d) To obligate PRINCIPAL jointly and in solido in the event that there are other borrowers or purchasers.
- (e) To execute an act of collateral mortgage and a collateral mortgage note in an amount and in such form and on such terms and conditions as the lender shall require; to execute a pledge of and/or grant a security interest in the collateral mortgage note in order to secure any indebtedness of PRINCIPAL.

NAME, RESIDENCE AND MARITAL STATUS OF PRINCIPAL:

**LEONARD J. BORDELON**, a person of the full age of majority domiciled in the Parish of Jefferson, who declared unto me, Notary that he has been married but twice, first to Merilyn Johnson, who is deceased, and second to Bettye Ballina Bordelon with whom he is living and residing; that his social security number is 5694; and that his mailing address is 121 Chateau St. Michael, Kenner, LA 70065.

NAME AND RESIDENCE OF AGENT:

**BETTYE BALLINA BORDELON**, a person of the full age of majority domiciled in the Parish of Jefferson, who declared unto me, Notary that she has been married but twice, first to Charles R. Lee, from whom she divorced, and second to Leonard J. Bordelon with whom she is living and residing; that her social security number is 4573; and that her mailing address is 121 Chateau St. Michael, Kenner, LA 70065.

DESCRIPTION OF REAL ESTATE FORMING THE SUBJECT OF THIS POWER OF ATTORNEY:

Lots 1, 2, 3, & 4A, Section 50, T9S, R2E, Ascension Parish, Louisiana

(See Attached Exhibit)

THUS DONE AND PASSED, in duplicate original, at the City, Parish/County\* and State aforesaid on the date above set forth, in the presence of the undersigned competent witnesses, who have hereto signed their names with said PRINCIPAL and me, Notary, after due reading of the whole.

WITNESSES:

Swette F.

LEONARDJ. BORDELO

CAUTION!

The Notary cannot be a witness.

PUBLIC

(SEAL)

#### EXHIBIT "A"

#### Property Description

FOUR CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, being a portion of the 161.581 acre tract formerly known as the Borden Chemical & Plastics Lands, located in Section 50, Township 9 South, Range 2 East, Southeastern Land District of Louisiana, East of the Mississippi River, Ascension Parish, Louisiana, designated as LOTS 1,2,3, & 4A on a plat of survey by Alvin Fairburn & Associates, LLC, Land Surveyors, dated October 20, 2003, a copy of which is annexed to an act of cash sale passed before F. Joseph Drolla, Jr., Notary Public, dated October 30, 2003, filed and recorded under Conveyance Instrument No. 560526 of the records of Ascension Parish, and according to which Lots 1, 2, 3, & 4A adjoin each other and measure each as follows:

Lot 1: starting at the intersection of the Northern R/W of La. Hwy. 30 with the Eastern R/W of La. Hwy. 73, proceed North 02°00'49" West, a distance of 70.89 feet; thence North 42°24'38" East, a distance of 144.82 feet; thence North 37°47'24"East a distance of 225.57 feet; thence North 33°53'25" East, a distance of 202.20 feet; thence North 37°16'22" East, a distance of 171.45 feet; thence North 40°34'04" East, a distance of 366.50 feet to the Point of Beginning: thence North 40°34'04" East, a distance of 180.44 feet to a point and corner; thence South 45°26'05" East, a distance of 626.12 feet to a point and corner; thence South 41°12'33" West, a distance of 180.31 feet to a point and corner; thence North 45°26'05" West, a distance of 624.01 feet to the Point of Beginning for a total of 2.58 Acres.

Lot 2: starting at the intersection of the Northern R/W of La. Hwy. 30 with the Eastern R/W of La. Hwy. 73, proceed North 02°00'49" West, a distance of 70.89 feet; thence North 42°24'38" East, a distance of 144.82 feet; thence North 37°47'24"East a distance of 225.57 feet; thence North 33°53'25" East, a distance of 202.20 feet; thence North 37°16'22" East, a distance of 171.45 feet; thence North 40°34'04" East, a distance of 186.06 feet to the Point of Beginning: thence North 40°34'04" East, a distance of 180.44 feet to a point and corner; thence South 45°26'05" East, a distance of 624.01 feet to a point and corner; thence South 41°12'33" West, a distance of 180.31 feet to a point and corner; thence North 45°26'05" West, a distance of 622.08 feet to the Point of Beginning for a total of 2.57 Acres.

Lot 3: starting at the intersection of the Northern R/W of La. Hwy. 30 with the Eastern R/W of La. Hwy. 73, proceed North 02°00'49" West, a distance of 70.89 feet; thence North 42°24'38" East, a distance of 144.82 feet; thence North 37°47'24"East a distance of 225.57 feet; thence North 33°53'25" East, a distance of 202.20 feet; thence North 37°16'22" East, a distance of 171.45 feet; thence North 40°34'04" East, a distance of 5.62 feet to the Point of Beginning: thence North 40°34'04" East, a distance of 180.44 feet to a point and corner; thence South 45°26'05" East, a distance of 622.08 feet to a point and corner; thence South 41°12'33" West, a distance of 180.31 feet to a point and corner; thence North 45°26'05" West, a distance of 620.06 feet to the Point of Beginning for a total of 2.55 Acres.

Lot 4A: starting at the intersection of the Northern R/W of La. Hwy. 30 with the Eastern R/W of La. Hwy. 73, proceed North 02°00'49" West, a distance of 70.89 feet; thence North 42°24'38" East, a distance of 144.82 feet; thence North 37°47'24"East a distance of 225.57 feet; thence North 33°53'25" East, a distance of 188.83 feet to the Point of Beginning: thence North 33°53'25" East, a distance of 13.37 feet; thence North 37°16'22" East, a distance of 171.45 feet; thence North 40°34'04" East, a distance of 5.62 feet to a point and corner; thence South 45°26'05" East, a distance of 620.06 feet to a point and corner; thence South 41°12'33" West, a distance of 190.31 feet to a point and corner; thence North 45°26'05" West, a distance of 605.92 feet to the Point of Beginning for a total of 2.54 Acres.

### Mineral Reservation

Seller reserves unto himself, his successors and assigns, and excepts from this transfer, all of the oil, gas and other minerals in, under and which may be produces from the property herein conveyed, it being understood, however, that seller, his successors and assigns, shall have the right to produce oil, gas or other minerals in, under and from the property herein conveyed by the use of directional drilling methods only, and thus Seller hereby waives surface rights.

#### EXHIBIT "B"

# **ACT OF RESTRICTIONS**

## STATE OF LOUISIANA

# PARISH OF ASCENSION

BEFORE ME, the undersigned authority, a Notary Public, in and for the Parish of Ascension, State of Louisiana, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

- L. J. Grezaffi dba L. J. G. Land Company and doing business under the laws of the State of Louisiana;
  - (a) L. J. Grezaffi dba L. J. G. Land Company is the owner of lot(s) and/or tract(s) stated below:

The resubdivision of a certain 161.581 acre Tract, formerly known as the Borden Chemical & Plastics Lands into Lots 1 through 8 & Tract "X" located in Section 50, T9S-R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana. Plat prepared by Alvin Fairburn & Associates, LLC and dated October 20, 2003.

- L. J. Grezaffi dba L. J. G. Land Company has and does hereby establish the following building restrictions and conditions for the benefit of the above mentioned lot(s) and/or tract(s) of land, or any part thereof; it being the intention to establish these restrictions as servitudes and covenants running with the land, said restrictions being set out as follows, to-wit:
- 1. All of said lot(s) and/or tract(s) described above are hereby designated as commercial lot(s) and/or tract(s) having uses permissive within this zoned classification with the exception of the following uses that are prohibited:
  - (a) Scrap or junk yards
  - (b) Demolition yards
  - (c) Car wrecking, salvage yards, or automotive scrap or vehicular junk yards
  - (d) Abattoir and/or slaughterhouse
- No building shall be crected, placed or altered on any lot(s) and/or tract(s) until two (2) 2. sets of construction plans and specifications and a plot plan showing the location of the planned structure have been submitted to the Architectural Control Committee (herein below created) for its approval as to quality of materials and harmony of external design with existing structures. One (1) complete set of plans, specifications and plot plans shall be retained by the Architectural Control Committee. The front of any building so erected, place or altered shall be constructed exteriorly of brick, brick veneer, glass, stone, stucco or any combinations thereof acceptable to the Architectural Control Committee; it being specifically understood that the outside construction of the rear and two sides of said building may be of wood, baked pre-colored metal or other materials acceptable to the Architectural Control Committee, but may not be of asbestos siding, imitation brick siding, permastone, galvanized iron or other metals not acceptable to the Architectural Control Committee. These materials are also prohibited on the front of the buildings constructed. The minimum square feet for any one-story building is 1200 square feet. For any building over one story, there shall be a minimum of 800 square feet on the first floor but having a total minimum of 1200 square feet. The exterior of any story above the first floor may be of wood or any material acceptable to the Architectural Control Committee.
- 3. No building shall be located on the following lot(s) and/or tract(s) nearer than 100 ft. from the front property line and no nearer than 20 ft. from the side property lines: Lots 1, 2, 3, 4A, 5A, and 6 with the exception of Lot 4A having 15 ft. from the side property lines.

#### ACT OF RESTRICTIONS STATE OF LOUISIANA PARISH OF ASCENSION

- 4. No building shall be located on the following lot(s) and/or tract(s) nearer than 50 feet from the front property line and no nearer than 20 ft. from the side property lines: Lots 7 and 8.
- 5. All parking area in the front of the building must be of concrete or asphalt surfacing. Any other parking where asphalt or concrete is not used must be fenced and screened from the adjoining lot(s) and/or tract(s) on either side and the rear lot(s) and/or tract(s).
- 6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- 7. No fence shall be erected on any lot(s) and/or tract(s) beyond the front building setback line on that lot(s) and/or tract(s), nor shall a fence be erected on a lot(s) and/or tract(s) that does not have a building constructed on it unless this lot(s) and/or tract(s) is to be used in conjunction with a building on adjoining property.
- 8. No building shall be occupied until the exterior is completely finished and at least TWO HUNDRED DOLLARS (\$200.00) of shrubbery per lot has been planted in the front of the building, value based on retail prices at time of planting.
- 9. No structure of a temporary character, trailer, manufactured housing, basement, tent, shack, barn or other outbuilding shall be used on any lot(s) and/or tract(s) at any time as a place of business, either temporary or permanently, except as movable construction shacks during construction period. No structure, in addition to the main building, either permanently or temporary, may be constructed without having been approved by the Architectural Control Committee, and any such building or buildings must conform in every respect, including materials, with the exterior construction of the main building construction on the lot(s) and/or tract(s).
- 10. All lot(s) and/or tract(s) must be maintained free of debris, high grass and weeds. The Architectural Control Committee has the right to expend up to FIVE HUNDRED DOLLARS (\$500.00) in any one year to see that the grass is cut, and to charge the lot(s) and/or tract(s) with the cost of the work involved and to file a lien against the said lot(s) and/or tract(s) after a registered notice shall have been sent to the owner, and a period of thirty (30) days shall have lapsed without payment for said work so performed.
- 11. No person shall provide or install a method of sewerage treatment other than the connection to a sanitary sewer system approved by the Ascension Parish Health Authorities.
- 12. No lot(s) and/or tract(s) shall be re-subdivided without the written consent of the Architectural Control Committee. No borrow pits shall be maintained on any lot(s) and/or tract(s).
- 13. An Architectural Control Committee composed of L. J. Grezaffi, Chairman, and Jude R. Grezaffi is hereby created. A majority of the said committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In addition, the decision of the Architectural Control Committee, in the event of any dispute or controversy involving the interpretation of these restrictions, or the applicable use of said lot(s) and/or tract(s), shall be final and unappealable. The committee's approval or disapproval as required in these covenants shall be in writing.

#### ACT OF RESTRICTIONS STATE OF LOUISIANA PARISH OF ASCENSION

- 13.(cont.) In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it in writing, approval will not be required and the relative covenants shall be deemed to have been fully complied with.
- 14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants shall be recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lot(s) and/or tract(s) has been recorded, agreeing to change the covenants in whole or in part.
- 15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants in whole or in part, either to restrain violation or to recover damages.
- 16. Invalidation of any one of these restrictions shall in no way effect any of the other restrictions, which shall remain in full force and effect.

THUS DONE AND SIGNED in my office in New Roads, Louisiana, in the presence of the Undersigned competent witnesses, this day of (1) , 2003, in duplicate originals.

L. J. GREZAFFI dba L. J. G. Land Company

WITNESSES:

Estherma David

Deana L Bertrand

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herein represented by his agent and attorney-in-fact, Bettye Ballina Bordelon, duly authorized pursuant to a Power of Attorney, an original of which is annexed hereto, that their social security numbers are \$\frac{1}{2} \frac{1}{2} \f

See Attached "Exhibit A" for property description and mineral reservation and "Exhibit B" for Act of Restrictions.

To have and to hold the above described property unto Purchasers, Purchaser's heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of FOUR HUNDRED TWENTY-EIGHT THOUSAND AND 00/100 (\$428,000.00) DOLLARS which Purchasers have well and truly paid, in ready and current money to Seller, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All State, Parish and City taxes up to and including the taxes due and exigible in 2002 are paid as per tax research annexed hereto. The 2003 taxes have been prorated as of this date and are assumed by Seller.

By reference to the certificates of the Clerk of Court and Ex-Officio Registrar of Conveyances and Recorder of Mortgages in and for the Parish of Ascension, annexed hereto, it does not appear that the property has been heretofore alienated by the Seller or that it is subject to any encumbrance whatever.

The parties to this act are aware of the fact that the Mortgage and Conveyance Certificates herein referred to are open, being not yet dated or signed, and relieve and release me, Notary, from all responsibility and liability in connection therewith.

THUS DONE AND PASSED, in duplicate originals, in my office at Metairie, Louisiana, on the day, month and year herein first above

written, in the presence of the undersigned competent witnesses, who hereunto sign their names with appearers and me, Notary, after reading of the whole.

WITNESSES:

Firstle Fee

J. GREZAFFI

Commen Bergy

BETTYE BALLINA BORDELON, individually and as agent and attorney-in-fact for LEONARD J. BORDELON

F. JOSEPH DROLLA, JR. NOTARY PUBLIC FALES AND RECORDED ARE

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COS. North Control CASH SALE

STATE OF LOUISIANA PARISH OF ASCENSION

BY\_\_\_\_\_ DY. CLERK

BE IT KNOWN, that on the dates mentioned below, and before the undersigned notaries and competent witnesses, personally appeared respectively:

LUKE J. GREZAFFI (ss# 5651) aka L. J. GREZAFFI, husband of Jude Robillard Grezaffi, with whom he resides, but from whom he is separate in property by virtue of a judgment of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995 in the proceedings bearing Number 29,817 on the docket of said court, a certified copy of which judgment is filed and recorded at Number 473925, records of Ascension Parish, Louisiana, he being domiciled in the Parish of Pointe Coupee, State of Louisiana, address: P. O. Box 692, New Roads, LA 70760;

hereinafter designated as "vendor", who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation in and to all rights and actions of warranty against all preceding owners and vendors, unto:

JACK H. McDOWELL (ss# ) and JENNIFER
SCHEXNAYDER McDOWELL (ss# 2847), born
Schexnayder, husband and wife, residing together,
domiciled in the Parish of Ascension, Louisiana,
address: 37423 Cornerview Road, Geismar, LA 70734;

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

A certain lot or parcel of ground, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, in that subdivision known as ASCENSION INDUSTRIAL PARK, THIRD FILING-PART 1, which lot is more fully shown and designated as LOT 89-A on that certain plat entitled "FINAL PLAT OF LOT 89-A, LOT 98-A, LOT 99-A, AND TRACT A1A1-A-1 OF ASCENSION INDUSTRIAL PARK THIRD FILING - PART 1" made by Joseph Garrett, Registered Land Surveyor, dated September 9, 1999, a copy of which is filed and of record as Instrument No. 440780 in the conveyance records of Ascension Parish, Louisiana, to which plat reference is herewith made for greater certainty of description. Said Lot 89-A contains 2.46 acres and has such measurements and dimensions as shown on said map.

Said property is conveyed and accepted subject to all valid restrictions and servitudes, as indicated on said survey or map and as of record and mineral conveyances and/or reservations of record.

Being a portion of the same property acquired by vendor by act of record in Entry No. 382378 of the official records of Ascension Parish, Louisiana.

Vendor hereby reserves all of the oil, gas and minerals and all of the oil, gas and mineral rights which he may presently own the above described property. It is understood, however, that purchasers shall have at all times unrestricted use and occupancy of the surface of the above

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described lot of ground and that no drilling, mining, exploration, or other activities shall be conducted or carried on upon the surface of said property.

Vendor agrees to locate survey corner markers within thirty days and to remove all trees and brush from said property within ninety days, weather permitting.

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

This present sale and conveyance is made and accepted for and in consideration of the sum and price of NINETY-THREE THOUSAND AND NO/100 (\$93,000.00) DOLLARS, current money of the United States of America, which amount the said purchasers have paid in ready CASH, receipt of which is hereby acknowledged by vendor, and full discharge and acquittance granted therefor.

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

All taxes assessed against the property have been paid. Taxes for the year 2003 will be paid by vendor.

Now intervenes JUDE ROBILLARD GREZAFFI who acknowledges that she is separate in property from vendor and that she has no ownership interest in the property herein conveyed.

THUS DONE AND PASSED by vendor and intervener in the City of New Roads, Parish of Pointe Coupee, Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with said party and me, Notary, this 22nd day of December, 2003.

WITNESSES: Sude Xobillar Jude Robillard Grezaff Brece

NOTARY PUBLIC (John Wayne Jewell) THUS DONE AND PASSED by purchasers in the City of Balon Rows.
Parish of asternation Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names with said party and me, Notary, this <u>-\alpha0+</u> day of December, 2003.

WITNESSES:

nnifer Schexnayder McDowell

END OF DOCUMENT-APCC

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CERTIFIED TRUE COPY OF

DY. CLERK AND RECORDER

BY\_\_\_\_\_DY. CLERK

ACT OF CASH SALE

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UNITED STATES OF AMERICA

FROM: L.J. GREZAFFI

STATE OF LOUISIANA

TO: CREIGHTON CARL SOILEAU and RHONDA THEDFORD SOILEAU

PARISH OF EAST BATON ROUGE

BE IT KNOWN that on this 23rd day of March, 2004:

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the Parish of EAST BATON ROUGE, State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

#### L.J. GREZAFFI

(HIS SSN: 5651), a person of the full age of majority, married to and living with Jude Robillard Grezaffi, domiciled in the Parish of Pointe Coupee, Louisiana, whose present mailing address is declared to be P.O. BOX 692, NEW ROADS, LA 70760; dealing herein with his separate and paraphernal property acquired by him with his separate funds.

herein called SELLER, who declared that for and in consideration of the price and sum of Sixty-Two Thousand Five Hundred and 00/100 (\$62,500.00), receipt of which is acknowledged by the SELLER, Seller hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

# CREIGHTON CARL SOILEAU and RHONDA THEDFORD SOILEAU

(HIS SSN: 3379 HER SSN: 5939), both persons of the full age of majority, married to and living together, domiciled in the Parish of East Baton Rouge, Louisiana, whose present mailing address is declared to be 19233 POINT O' WOODS CT., BATON ROUGE, LA 70809

herein called BUYER, the following described property the possession and delivery of which BUYER acknowledges:

One certain lot or parcel of ground, together with all buildings and improvements thereon, and with all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in that subdivision of the Parish of Ascension, State of Louisiana, known as ASCENSION INDUSTRIAL PARK SUBDIVISION, and being more particularly described on the official map of said subdivision on file and of record in the office of the Clerk and Recorder for the Parish of Ascension, Louisiana, as LOT NUMBER FIFTEEN (15), said subdivision, said lot having such measurements and dimensions as indicated and said map and being subject to such servitudes and restrictions as are of record in the office of the Clerk and Recorder for the Parish of Ascension, Louisiana.

This transfer is subject to such prior servitudes, reservations and lease of record in the office of the Clerk and Recorder for the Parish of ASCENSION, State of Louisiana.

Taxes for the current year (2004) will be prorated.

Purchaser herein is responsible for all property taxes and assessments and the Tax Assessor shall mail any notices to the purchaser at the address shown herein above.

SELLERS HEREIN RESERVES UNTO HIMSELF ALL OF THE OIL, GAS AND OTHER MINERALS IN ON AND UNDER THE HEREINABOVE DESCRIBED PROPERTY; HOWEVER, RELEASING UNTO PURCHASER HEREIN ALL OF THE SURFACE RIGHTS

All parties signing the within instrument have declared themselves to be of full legal capacity, and all agreements and stipulations herein, and all obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, their heirs and assigns shall have and hold the described property in full ownership.

THUS DONE AND SIGNED by the parties at my office at BATON ROUGE, Louisiana on the date first above written, in the presence of me Notary, and the following competent witnesses who have signed in the presence of me, Notary.

Witnesses:

L.I. GREZ

Research (as)

ONNY J. CHAMPLIN, NOTARY PUBLIC NOTARY ID: 31473

END OF DOCUMENT-APCC

## **ACT OF RESTRICTIONS**

INSTRUMENT # 00580005 FILED AND RECORDED ASCENSION CLERK OF COURT 01:51:07 PM 2004 JUN 30-JOTHER.

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### STATE OF LOUISIANA

# PARISH OF ASCENSION

CERTIFIED TRUE COPY BY

DEPUTY CLERK & RECORDER

BEFORE ME, the undersigned authority, a Notary Public, in and for the Parish of Ascension, State of Louisiana, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

- L. J. Grezaffi dba L. J. G. Land Company and doing business under the laws of the State of Louisiana;
  - L. J. Grezaffi dba L. J. G. Land Company is the owner of lot(s) and/or tract(s) (a) stated below:

The final plat of Lots 1 through 17 and Tract "X" and Tract "Y" Ascension Commercial Park, formerly known as the Borden Chemical & Plastics Lands a 161.581 Acre Tract of Land located in Section 50, T9S-R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana. Plat prepared by Alvin Fairburn & Associates, LLC and dated October 8, 2003.

- L. J. Grezaffi dba L. J. G. Land Company has and does hereby establish the following building restrictions and conditions for the benefit of the above mentioned lot(s) and/or tract(s) of land, or any part thereof; it being the intention to establish these restrictions as servitudes and covenants running with the land, said restrictions being set out as follows, to-wit:
- All of said lot(s) and/or tract(s) described above are hereby designated as commercial lot(s) and/or tract(s) having uses permissive within this zoned classification with the exception of the following uses that are prohibited:
  - (a) Scrap or junk yards
  - (b) Demolition yards
  - (c) Car wrecking, salvage yards, or automotive scrap or vehicular junk yards(d) Abattoir and/or slaughterhouse
- No building shall be erected, placed or altered on any lot(s) and/or tract(s) until two (2) 2. sets of construction plans and specifications and a plot plan showing the location of the planned structure have been submitted to the Architectural Control Committee (herein below created) for its approval as to quality of materials and harmony of external design with existing structures. One (1) complete set of plans, specifications and plot plans shall be retained by the Architectural Control Committee. The front of any building so erected, place or altered shall be constructed exteriorly of brick, brick veneer, glass, stone, stucco or any combinations thereof acceptable to the Architectural Control Committee; it being specifically understood that the outside construction of the rear and two sides of said building may be of wood, baked pre-colored metal or other materials acceptable to the Architectural Control Committee, but may not be of asbestos siding, imitation brick siding, permastone, galvanized iron or other metals not acceptable to the Architectural Control Committee. These materials are also prohibited on the front of the buildings constructed. The minimum square feet for any one-story building is 1200 square feet. For any building over one story, there shall be a minimum of 800 square feet on the first floor but having a total minimum of 1200 square feet. The exterior of any store above the first floor may be of wood or any material acceptable to the Architectural Control Committee.
- No building shall be located on the following lot(s) and/or tract(s) nearer than 50 ft. 3. from the front property line and no nearer than 20 ft. from the side property lines: Lots 1 through 4

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- 4. No building shall be located on the following lot(s) and/or tract(s) nearer than 100 ft. from the front property line and no nearer than 20 ft. from the side property lines:

  Lot 5
- 5. No building shall be located on the following lot(s) and/or tract(s) nearer than 140 ft. from the front property line and no nearer than 20 ft. from the side property lines: Lots 6 through 17, Tract "X" and Tract "Y"
- 6. All parking area in the front of the building must be of concrete or asphalt surfacing. Any other parking where asphalt or concrete is not used must be fenced and screened from the adjoining lot(s) and/or tract(s).
- 7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- 8. No fence shall be erected on any lot(s) and/or tract(s) beyond the front building setback line on that lot(s) and/or tract(s), nor shall a fence be erected on a lot(s) and/or tract(s) that does not have a building constructed on it unless this lot(s) and/or tract(s) is to be used in conjunction with a building on adjoining property.
- 9. No building shall be occupied until the exterior is completely finished and at least TWO HUNDRED DOLLARS (\$200.00) of shrubbery per lot has been planted in the front of the building, value based on retail prices at time of planting.
- 10. No structure of a temporary character, trailer, manufactured housing, basement, tent, shack, barn or other outbuilding shall be used on any lot(s) and/or tract(s) at any time as a place of business, either temporary or permanently, except as movable construction shacks during construction period. No structure, in addition to the main building, either permanently or temporary, may be constructed without having been approved by the Architectural Control Committee, and any such building or buildings must conform in every respect, including materials, with the exterior construction of the main building construction on the lot(s) and/or tract(s).
- 11. All lot(s) and/or tract(s) must be maintained free of debris, high grass and weeds. The Architectural Control Committee has the right to expend from FTVE HUNDRED DOLLARS (\$500.00) up to ONE THOUSAND DOLLARS (\$1,000.00) in any one year to see that the grass is cut, and to charge the lot(s) and/or tract(s) with the cost of the work involved and to file a lien against the said lot(s) and/or tract(s) after a registered notice shall have been sent to the owner, and a period of thirty (30) days shall have lapsed without payment for said work so performed.
- 12. No person shall provide or install a method of sewerage treatment other than the connection to a sanitary sewer system approved by the Ascension Parish Health Authorities.
- 13. No lot(s) and/or tract(s) shall be re-subdivided without the written consent of the Architectural Control Committee. No borrow pits shall be maintained on any lot(s) and/or tract(s).
- 14. An Architectural Control Committee composed of L. J. Grezaffi, Chairman, and Jude R. Grezaffi is hereby created. A majority of the said committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In addition, the decision of the Architectural Control Committee, in the event of any

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- 14.(cont.) dispute or controversy involving the interpretation of these restrictions, or the applicable use of said lot(s) and/or tract(s), shall be final and unappealable. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it in writing, approval will not be required and the relative covenants shall be deemed to have been fully complied with.
- 15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants shall be recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lot(s) and/or tract(s) has been recorded, agreeing to change the covenants in whole or in part.
- 16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants in whole or in part, either to restrain violation or to recover damages.
- 17. Invalidation of any one of these restrictions shall in no way effect any of the other restrictions, which shall remain in full force and effect.

THUS DONE AND SIGNED in my office in New Roads, Louisiana, in the presence of the Undersigned competent witnesses, this 2013 day of June 2004, in duplicate originals.

L. J. GREZAFFI dba L. J. G. Land Company

WITNESSES:

END OF DOCUMENT-APCC

DEPUTY CLERK & RECORDER

CASH SALE

CERTIFIED TRUE COPY BY

File # 04-4812

BE IT KNOWN, that on the dates and places set forth below;

DEPUTY CLERK SLIPPRTO3

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified within and for the below County/Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared as Seller:

L. J. GREZAFFI dba LJG Land Company, a resident of the full age of majority of Ascension Parish, Louisiana, married to and living with Jude Robillard Grezaffi, who declared that he is dealing with his separate property by virtue of a judgment of the 18<sup>th</sup> Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995 in the proceedings bearing Number 29,817 on the docket of said court, a certified copy of which is filed and recorded under File Number 473925 of the records of the Parish of Pointe Coupee, Louisiana; whose permanent mailing address is declared to be P. O. Box 692, New Roads, LA 70760;

who declared that for the price of Sixty-Eight Thousand Five Hundred And 00/100 (\$68,500.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, Seller does hereby sell and deliver, with full warranty of title and subrogation to all rights and actions of warranty Seller may have unto Buyer:

WESTERN OILFIELDS SUPPLY COMPANY, INC. domiciled in Bakersfield, California, and doing business in Louisiana, herein represented by Robert C. Lake, its duly authorized agent pursuant to a corporate resolution recorded in the official records of Ascension Parish; whose permanent mailing address is declared to be 3404 State Road, Bakersfield, CA 93308;

who acknowledges delivery and possession of the following described property:

#### SEE ATTACHED

Seller expressly reserves unto himself, his successors and/or assigns, all of the oil, gas or other minerals in and under the property, and the right to mine and produce same, except that the use or disturbance of the surface of the property herein sold shall not be permitted in connection with such reservation.

The said property is sold, conveyed and accepted subject to any and all valid restrictions, servitudes, mineral conveyances and/or reservations of record affecting same, if any.

To have and to hold said property unto Buyer, Buyer's heirs, successors and assigns, forever.

All parties signing the within instrument, either as parties or as witnesses, have declared themselves to be of full legal capacity.

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

The production of mortgage, conveyance and/or tax certificates are dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been prorated as of the date of sale.

THUS DONE AND SIGNED at my office in the City of Baton Rouge, State of Louisiana, on this 282 day of June, 2004, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

J. Grezatzi dba LJG Land Company

BINGHAM M. STEWART BARROLL #12465 NOTARY ID #32573

THUS DONE AND SIGNED at my office in the City of <u>Bakers field</u>, State of California on this <u>25</u><sup>th</sup> day of June, 2004, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

WESTERN DILFIELDS SUPPLY COMPANY, INC.

Ву:

Robert C. Lake, Vice President

Karlleon L. Lamley Notary Public

SEAL



#### Lot 1

A certain parcel of land being Lot 1 of Ascension Commercial Park and a portion of the 161.58 acre tract formerly known as the Borden Chemical & Plastics Lands, located in Section 50, T9S-R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana, and being more particularly described as follows:

Starting at the intersection of the Northern R/W of La. Hwy. 30 with the Eastern R/W of La. Hwy. 73; thence proceed North 02°00'49" West, a distance of 70.89'; thence North 42°24'38" East, a distance of 144.83'; thence North 37°47'24" East, a distance of 225.57'; thence North 33°53'25" East, a distance of 202.20'; thence North 37°08'18" East, a distance of 171.45'; thence North 40°34'04" East, a distance of 546.94'; thence South 45°26'12" East, a distance of 6138.55' to the **Point of Beginning**: thence South 89°08'42" West, a distance of 296.40' to a point and corner; thence North 01°05'20" West, a distance of 302.54' to a point and corner; thence South 45°26'12" East, a distance of 424.39' to the **Point of Beginning** for a total of 1.03 Acres.

END OF DOCUMENT-APCC



14.1

20 Attorney at Law
212 Veterans Boulevard, Ste. 21
Metairie, LA 70005
504-831-26

CASH SALE

BY: L. J. GREZAFFI D/B/A

LJG LAND COMPANY

TO: TTN INVESTMENT, INC.

INSTRUMENT # 00590696 FILED AND RECORDED ASCENSION CLERK OF COURT 10:32:58 AM 2004 NOV 03 \_\_OTHER\_

All Breau DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

DEPUTY CLERK SLIPPRT01

BE IT KNOWN, that on the dates hereinafter set forth,

BEFORE the undersigned Notaries Public duly commissioned and qualified in and for the State and Parish set forth hereinafter, and in the presence of the witnesses hereinafter named and undersigned:

## PERSONALLY CAME AND APPEARED:

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF

L. J. GREZAFFI D/B/A LJG LAND COMPANY
a person of the full age of majority and a resident of the Parish of Pointe Coupee, State of Louisiana, who declared under oath to me, Notary, that he has been married but once and then to Jude Robillard Grezaffi, with whom he is presently living and residing but from whom he is separate in property by virtue of a judgment of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995 in the proceedings bearing Number 29,817 on the docket of said court, a certified copy of which is filed and recorded under File Number 473925 of the records of Ascension Parish, Louisiana; that his Social Security Number is 5651 and that his mailing address is P.O. Box 692, New Roads, LA 70760 (referred to herein as "Seller"),

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF JEFFERSON

TTN INVESTMENT, INC.,

a corporation organized under the laws of the State of Louisiana, represented herein by its duly authorized representative, whose Tax Identification Number is 20-1114528 and whose mailing address is 5100 Van Chu Drive, (referred to herein LA 70129 Orleans, "Purchaser"),

who declared that Seller does by these presents grant, bargain, sell, convey, transfer, assign, setover, abandon and deliver, with all legal warranties and with full substitution and subrogation in

# RESOLUTION OF BOARD OF DIRECTORS OF

TTN INVESTMENT, INC.

(hereinafter "CORPORATION")

BE IT RESOLVED, that Tony Thai Nguyen, President of the Corporation, is fully authorized in the name and on behalf of the Corporation: to borrow money, to execute loan agreements, to purchase any real estate for such amount and on such terms and conditions and with such clauses and stipulations contained in the act of purchase as he thinks proper and advisable; to sell any real estate or personal property owned by the Corporation to any person or persons or corporations, for such amount and on such terms and conditions as he may think advisable, and to receive and receipt for the selling price and to give full acquittance and discharge therefor; to mortgage any real estate (immovable) owned by the Corporation under a conventional mortgage to anyone or to any homestead association under a vendor's lien and in accordance with the rules and regulations of the homestead association, for such amounts and on such terms and conditions as he may determine; with authority in the case of a homestead association loan to sell the property to the association and to repurchase same, and to subscribe to any mortgage installment stock as may be necessary, all in accordance with its rules and regulations; to grant a security interest in any personal property (movable) owned by the Corporation; to enter into pledge agreements pledging any property of the Corporation, including but not limited to, the promissory notes collateral mortgage notes paraphed for identification with a collateral mortgage on the Corporation's real estate; to enter into assignment agreements assigning property of the Corporation, with full authority on the part of him to sign and execute any act or acts before any Notary Public, containing such clauses, stipulations and obligations as he may deem advisable, including confession of judgment, sale by executory process, waiver of appraisement, and the non-alienation clauses; to guaranty any indebtedness of the Corporation's affiliates or principals or of any third parties; to hypothecate any property of the Corporation to secure any indebtedness of Corporation's affiliates principals or of any third parties; with further authority to sign and execute any and all documents or deeds, notes and mortgage notes, guaranties, building contracts, etc., necessary or advisable to carry out fully the foregoing objects and purposes; to build and construct houses and other improvements on, or make repairs or additions to property owned by the Corporation for itself; or to construct residences or other buildings for others on property owned by them, under contracts direct with such owners, or through any lending agency, and with or without bond, and for such amount and on such terms as he deems advisable; the intent of this resolution being to place full authority with him to transact completely the business of the Corporation as outlined in its charter, in which its objects and purposes are set forth, and under Louisiana law, all without the necessity of the adoption by the Board of Directors of a separate resolution to cover each transaction, or to cover each sale, purchase or mortgage, or the construction of any improvements on the property of the Corporation for itself, or under building contract as contractor for the aggregate of others. or under building contract as contractor for the account of others; with further authority to do anything in the premises which may be necessary or advisable to carry out fully all or any of the purposes of this resolution.

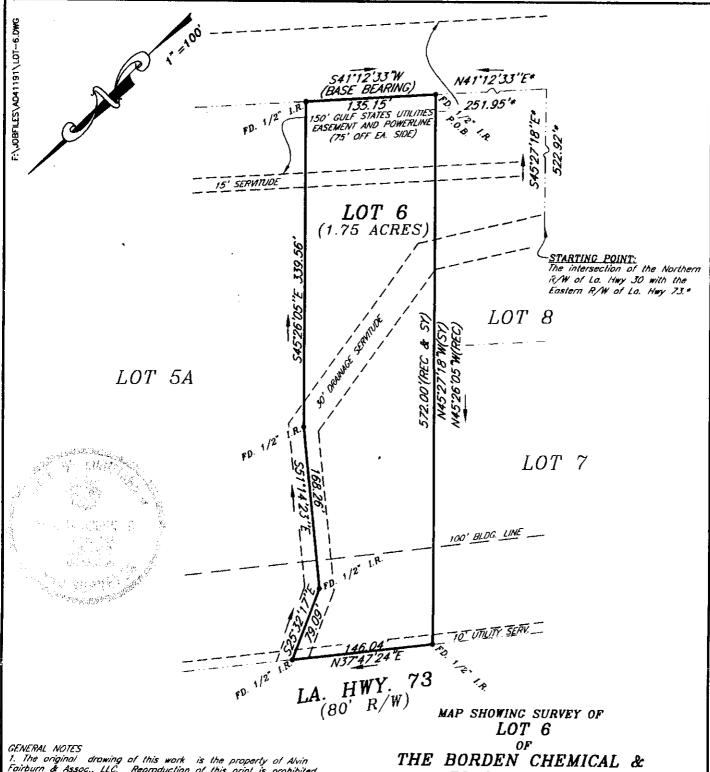
#### CERTIFICATE

I certify that I am Secretary of **TTN INVESTMENT, INC.**; that the above resolution is a true and correct copy of a resolution unanimously adopted at a meeting of the Board of Directors of said corporation held at its office on **October 28, 2004**, all members of the Board being present and voting; that this resolution has not been revoked and/or suspended and that it remains in full force.

THAT NGUYEN Secretary

TTEST:

ONY THAT NGUYEN Aresident



GENERAL NOTES

1. The original drowing of this work is the property of Alvin Fairburn & Assoc., LLC. Reproduction of this print is prohibited except by permission of this firm. Additional information is often added in a continuous updating process. Check for latest revision data before acting on data shown. This firm is not responsible far octions or projects taken based upon obsolete drawings for which this firm was not specifically consulted.

2. This survey was based on information supplied by the client, no abstract was abtoined to verify ownership of this property.

3. Property restrictions, servitudes, and/or rights-of-way other than those shown may exist on this property and owners or potential buyers should be oware that abstracting the title to this property to show all encumbrances was not within the scape of this survey.

4. Bearings shown are based on reference no. 1.

5. \* Indicates taken from reference and not surveyed.

6. Wetland determination was not requested, and was not included in this survey.

7. (REC) Indicates information taken from reference.

8. (SY) Indicates what was surveyed an the ground.

CERTIFICATION: This is to certify to the client

CERTIFICATION: This is to certify to the client that in October 2004, this map and the survey on which it is based, was made under my direct supervision, in accordance with the minimum standards for Boundary Surveys as found in Louisiana Administrative Code TITLE 46:LXI, Chapter 25, far Ciass C Surveys and it was the intent to establish the surveyed boundary according to reference map \$1. This certification is specifically restricted to the client for their individual use and does not extend to third parties unless the plat is properly revised by the certifier to reflect the same.

ALVIN FAIRBURN, JR., P.L.8.

DATE: OCTOBER 26, 2004 FILE: "CREZAFFI, L.J...."

## PLASTICS LAND,

LOCATED IN SECTION 50, T9S-R2E, SOUTHEAST LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER. ASCENSION PARISH, LOUISIANA **FOR** 

TTN INVESTMENTS, INC., WHITNEY NATIONAL BANK, FIRST AMERICAN TITLE INSURANCE COMPANY

REFERENCE

1. "The resubdivision of a certain 161.581 acre tract...", dated 10-20-03, lost revised 10-29-03, by Wilfred J. Fantenat, P.L.S.

FLOOD CERTIFICATION:

According to F.I.R.M. Community Panel No. 220013 0100 B, effective date 10-20-01, this property falls in flood zone "C".

145-B	48	JE	DW	DW	AFJR
FB	PGS	PC	CALC.	DWG	CKD

<u>ALVIN FAIRBURN & ASSOCIATES.</u> CONSULTING ENGINEERS-DESIGNERS LAND SURVEYORS-LAND PLANNERS 1110 SOUTH RANGE AVE. DENHAM SPRINGS, LOUISIANA (225)665-1515

JOB NO. A041191-1A

#### EXHIBIT "A"

#### Property Description

ONE CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, being a portion of the 161.581 acre tract formerly known as the Borden Chemical & Plastics Land, located in Section 50, Township 9 South, Range 2 East, Southeast Land District of Louisiana, East of the Mississippi River, Ascension Parish, Louisiana, designated as LOT 6 on a plat of survey by Alvin Fairburn & Associates, LLC, Land Surveyors, dated October 26, 2004, a copy of which is annexed hereto, and according to which Lot 6 is described as follows:

Starting at the intersection of the Northern R/W of La. Hwy. 30 with the Eastern R/W of La. Hwy. 73, proceed South 45 degrees 27 minutes 18 seconds East a distance of 522.92 feet; thence North 41 degrees 12 minutes 33 seconds East, a distance of 251.95 feet to the POINT F BEGINNING.

Thence North 45 degrees 27 minutes 18 seconds West, a distance of 572.00 feet; thence North 37 degrees 47 minutes 24 seconds East, a distance of 146.04 feet; thence South 25 degrees 32 minutes 17 seconds East, a distance of 79.09 feet; thence South 51 degrees 14 minutes 23 seconds East, a distance of 168.26 feet; thence South 45 degrees 26 minutes 05 seconds East, a distance of 339.56 feet; thence South 41 degrees 12 minutes 33 seconds West, a distance of 135.15 to POINT OF BEGINNING.

LOT 6 contains 1.75 acres.

Being the same property acquired by L. J. Grezaffi, d/b/a LJG Land Company by act registered under File No. 531265, Parish of Ascension, State of Louisiana.

#### THIS ACT IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING:

- 1. MINERAL RESERVATION. Seller reserves unto himself, his successors and assigns, and excepts from this transfer, all of the oil, gas and other minerals in, under and which may be produces from the property herein conveyed, it being understood, however, that Seller, his successors and assigns, shall have the right to produce oil, gas or other minerals in, under and from the property herein conveyed by the use of directional drilling methods only, and thus Seller hereby waives surface rights.
- 2. 30' Servitude for drainage as shown on the survey by Alvin Fairburn & Associates, L.L.C., Land Surveyors, dated October 26, 2004.

#### **ACT OF RESTRICTIONS**

#### STATE OF LOUISIANA

#### PARISH OF ASCENSION

BEFORE ME, the undersigned authority, a Notary Public, in and for the Parish of Ascension, State of Louisiana, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

- L. J. Grezaffi dba L. J. G. Land Company and doing business under the laws of the State of Louisiana;
  - (a) L. J. Grezaffi dba L. J. G. Land Company is the owner of lot(s) and/or tract(s) stated below:

The resubdivision of a certain 161.581 acre Tract, formerly known as the Borden Chemical & Plastics Lands into Lots 1 through 8 & Tract "X" located in Section 50, T9S-R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana. Plat prepared by Alvin Fairburn & Associates, LLC and dated October 20, 2003.

- L. J. Grezaffi dba L. J. G. Land Company has and does hereby establish the following building restrictions and conditions for the benefit of the above mentioned lot(s) and/or tract(s) of land, or any part thereof; it being the intention to establish these restrictions as servitudes and covenants running with the land, said restrictions being set out as follows, to-wit:
- 1. All of said lot(s) and/or tract(s) described above are hereby designated as commercial lot(s) and/or tract(s) having uses permissive within this zoned classification with the exception of the following uses that are prohibited:
  - (a) Scrap or junk yards
  - (b) Demolition yards
  - (c) Car wrecking, salvage yards, or automotive scrap or vehicular junk yards
  - (d) Abattoir and/or slaughterhouse
- 2. No building shall be erected, placed or altered on any lot(s) and/or tract(s) until two (2) sets of construction plans and specifications and a plot plan showing the location of the planned structure have been submitted to the Architectural Control Committee (herein below created) for its approval as to quality of materials and harmony of external design with existing structures. One (1) complete set of plans, specifications and plot plans shall be retained by the Architectural Control Committee. The front of any building so erected, place or altered shall be constructed exteriorly of brick, brick veneer, glass, stone, stucco or any combinations thereof acceptable to the Architectural Control Committee; it being specifically understood that the outside construction of the rear and two sides of said building may he of wood, baked pre-colored metal or other materials acceptable to the Architectural Control Committee, but may not be of asbestos siding, imitation brick siding, permastone, galvanized iron or other metals not acceptable to the Architectural Control Committee. These materials are also prohibited on the front of the buildings constructed. The minimum square feet for any one-story building is 1200 square feet. For any building over one story, there shall be a minimum of 800 square feet on the first floor but having a total minimum of 1200square feet. The exterior of any story above the first floor may be of wood or any material acceptable to the Architectural Control Committee.
- 3. No building shall be located on the following lot(s) and/or tract(s) nearer than 100 ft. from the front property line and no nearer than 20 ft. from the side property lines: Lots 1, 2, 3, 4A, 5A, and 6 with the exception of Lot 4A having 15 ft. from the side property lines.

- 4. No building shall be located on the following lot(s) and/or tract(s) nearer than 50 feet from the front property line and no nearer than 20 ft. from the side property lines: Lots 7 and 8.
- 5. All parking area in the front of the building must be of concrete or asphalt surfacing. Any other parking where asphalt or concrete is not used must be fenced and screened from the adjoining lot(s) and/or tract(s) on either side and the rear lot(s) and/or tract(s).
- 6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- 7. No fence shall be erected on any lot(s) and/or tract(s) beyond the front building setback line on that lot(s) and/or tract(s), nor shall a fence be erected on a lot(s) and/or tract(s) that does not have a building constructed on it unless this lot(s) and/or tract(s) is to be used in conjunction with a building on adjoining property.
- 8. No building shall be occupied until the exterior is completely finished and at least TWO HUNDRED DOLLARS (\$200.00) of shrubbery per lot has been planted in the front of the building, value based on retail prices at time of planting.
- 9. No structure of a temporary character, trailer, manufactured housing, basement, tent, shack, barn or other outbuilding shall be used on any lot(s) and/or tract(s) at any time as a place of business, either temporary or permanently, except as movable construction shacks during construction period. No structure, in addition to the main building, either permanently or temporary, may be constructed without having been approved by the Architectural Control Committee, and any such building or buildings must conform in every respect, including materials, with the exterior construction of the main building construction on the lot(s) and/or tract(s).
- All lot(s) and/or tract(s) must be maintained free of debris, high grass and weeds. The Architectural Control Committee has the right to expend up to FIVE HUNDRED DOLLARS (\$500.00) in any one year to see that the grass is cut, and to charge the lot(s) and/or tract(s) with the cost of the work involved and to file a lien against the said lot(s) and/or tract(s) after a registered notice shall have been sent to the owner, and a period of thirty (30) days shall have lapsed without payment for said work so performed.
- 11. No person shall provide or install a method of sewerage treatment other than the connection to a sanitary sewer system approved by the Ascension Parish Health Authorities.
- 12. No lot(s) and/or tract(s) shall be re-subdivided without the written consent of the Architectural Control Committee. No borrow pits shall be maintained on any lot(s) and/or tract(s).
- 13. An Architectural Control Committee composed of L. J. Grezaffi, Chairman, and Jude R. Grezaffi is hereby created. A majority of the said committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In addition, the decision of the Architectural Control Committee, in the event of any dispute or controversy involving the interpretation of these restrictions, or the applicable use of said lot(s) and/or tract(s), shall be final and unappealable. The committee's approval or disapproval as required in these covenants shall be in writing.

- 13.(cont.) In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it in writing, approval will not be required and the relative covenants shall be deemed to have been fully complied with.
- 14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants shall be recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lot(s) and/or tract(s) has been recorded, agreeing to change the covenants in whole or in part.
- 15. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants in whole or in part, either to restrain violation or to recover damages.
- 16. Invalidation of any one of these restrictions shall in no way effect any of the other restrictions, which shall remain in full force and effect.

THUS DONE AND SIGNED in my office in New Roads, Louisiana, in the presence of the Undersigned competent witnesses, this day of 2003, in duplicate originals.

L. J. GREZAFFI dba L. J. G. Land Company

WITNESSES:

Deana L Bertrand

and to all the rights and actions of warranty which Seller has or may have against all preceding owners and vendors, unto Purchaser here present, accepting and purchasing for Purchaser, Purchaser's heirs and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, towit:

Lot 6, Borden Chemical & Plastics Lands, Ascension Parish. See Attached "Exhibit A" for property description and mineral reservation and "Exhibit B" for Act of Restrictions.

To have and to hold the above described property unto Purchaser, Purchaser's heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of SEVENTY-SIX THOUSAND EIGHT HUNDRED FORTY AND 00/100 (\$76,840.00) DOLLARS which Purchaser has well and truly paid, in ready and current money to Seller, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All State, Parish and City taxes up to and including the taxes due and exigible in 2003 are paid as per tax research annexed hereto. When 2004 taxes become due, they will be prorated as of October 28, 2004 and Purchaser's pro rata share will be paid by Purchaser.

By reference to the certificates of the Clerk of Court and Ex-Officio Registrar of Conveyances and Recorder of Mortgages in and for the Parish of **Ascension**, annexed hereto, it does not appear that the property has been heretofore alienated by the Seller or that it is subject to any encumbrance whatever.

The parties to this act are aware of the fact that the Mortgage and Conveyance Certificates herein referred to are open, being not yet dated or signed, and relieve and release me, Notary, from all responsibility and liability in connection therewith.

THUS DONE AND PASSED, in duplicate originals, in my office at Metairie, Louisiana, on October 27, 2004, in the presence of the

undersigned competent witnesses, who hereunto sign their names with appearers and me, Notary, after reading of the whole.

WITNESSES:

atherine Lavid

L. J. GREZAFFI D/B/A

LJG LAND COMPANY

Dicky Doherrayder

JOHN WAYNE JEWELL LA. BAR ROLL NO. 7265

THUS DONE AND PASSED, in duplicate originals, in my office at Metairie, Louisiana, on October 28, 2004, in the presence of the undersigned competent witnesses, who hereunto sign their names with appearers and me, Notary, after reading of the whole.

WITNESSES:

TTN INVESTMENT.

By: Tony That Nguy
Its: President

F. JOSEPH DROLLA JR.
NOTARY PUBLIC

F. JOSEPH DROLLA, JR.

Notary Public

Attorney At Law (LBA #5083)

Parishes of Jefferson & Orleans

State of Louisiana

My Commission is issued For Life.

(01/27/2005)

STATE OF LOUISIANA

PARISH OF ASCENSION

INSTRUMENT # 008370:22
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#### RIGHT-OF-WAY INSTRUMENT ENTERGY GULF STATES LOUISIANA, L.L.C

KNOW ALL MEN BY THESE PRESENTS THAT: Ascension Commerce Center, LLC, whose mailing address is P.O. Box 692, New Roads, LA 70760, represented herein by L.J. Grezaffi, Manager (referred to collectively, whether one or more, as "Grantor") for and in consideration of One poller and other valuable consideration, in hand paid to Grantor, and other good and valuable consideration, the precipitary sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign, and convey unto, Entergy Gulf States Louisiana, L. L. C., a Louisiana Limited Liability Company and its successors and assigns (collectively "Grantee"), a right-of-way, servitude and easement of 0.656 acres for the location, relocation, improvements, repair, construction, reconstruction, operation, inspection, patrol, replacement, removal and maintenance of one or more electric power lines, circuit or circuits and/or communication facilities (to be used for operation of Grantee's utility system), now or in the future, including, but not necessarily limited to, poles, towers, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee (hereinafter "Grantee's facilities") over, across, under or on that land of Grantor in the Parish of Ascension, State of Louisiana described as follows, to-wit:

That certain tract or parcel of land, containing 1.76 acres, more or less, located in Section 50, Township 9 South, Range 2 East, Ascension Parish, Louisiana, and being designated as Lot 7 of Ascension Industrial Park, being more particularly shown on that plat of survey, recorded at Instrument Number 560526, of the records of Ascension Parish, Louisiana; said right-of-way, servitude and easement being more particularly described and shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

That certain tract or parcel of land, containing 1.88 acres, more or less, located in Section 50, Township 9 South, Range 2 East, Ascension Parish, Louisiana, and being designated as Lot 8 of Ascension Industrial Park, being more particularly shown on that plat of survey, recorded at Instrument Number 560526, of the records of Ascension Parish, Louisiana; said right-of-way, servitude and easement being more particularly described and shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

Grantor hereby grants to Grantee the rights of ingress and egress, as reasonably necessary and in a reasonable manner, at any time, without notice, to, from, or along said right-of-way across the adjoining land of the Grantor, including, but not limited to, the passage of vehicles and equipment upon said right-of-way; the right to install, extend and maintain guy wires and anchors beyond the limits of said right-of-way under emergency circumstances, which guy wires and anchors shall be removed by Grantee as soon as practicable.

Grantee shall have the full and continuing right, without further compensation, to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which Grantee considers a risk to any of Grantee's facilities or a risk to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry. As used in this paragraph, "risk" includes any trees, limbs, and/or vegetation that Grantee determines are tall enough that if they fell may strike, hit, or come in contact with any of Grantee's facilities. Grantee shall pay to Grantor, or Grantor's successor in title, the reasonable market value, as timber, of such trees when removed outside of the said right-of-way.

Grantee shall pay Grantor for any damages to Grantor's adjoining property, caused by the construction and/or maintenance of Grantee's facilities. Any underground installations needing repair in the future, that may cause damage to concrete, or any other hard surface covering the right-of-way shall be repaired back to its original state in a timely manner by the Grantee.

Grantor retains the right to use for Grantor's own purposes the land covered by the said right-of-way so long as such use does not interfere with Grantee's use of said right-of-way and other rights herein granted.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, any house, barn, garage, shed, pond, pool, water impoundment, excavation or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

This Right of Way Instrument may be executed in multiple parts where there are multiple owners, each of which such multiple part shall be binding on the party or parties so executing.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 11 day of 2013.

WITNESSES:

GRANTOR:

Ascension Commerce Center, LLC

Print Name ALAN L. BUTLER

PAGE 1 OF 2

#### **EXHIBIT B**

PROPOSED ENTERGY GULF STATES LOUISIANA, L.L.C. SERVITUDE ACROSS LOT 7, ASCENSION COMMERCE CENTER SECTION 50, TOWNSHIP 9 SOUTH, RANGE 2 EAST ASCENSION PARISH, LOUISIANA

Commencing and Point-of-Beginning at the intersection of the easternmost right-of-way for Louisiana State Highway Number 73 and the northernmost right-of-way for Louisiana State Highway Number 30, that same point having the Louisiana State Coordinates, NAD 83, South Zone of N=625,402.62 feet, E=3,384,149.17 feet and from whence bears a concrete right-of-way marker at South 73 degrees 30 minutes 29 seconds East and 1.34 feet distant; thence, in a northerly direction along said easternmost right-of-way for Louisiana State Highway Number 73, North 2 degrees 00 minutes 47 seconds West, a distance of 9.29 feet; thence, in a northeasterly direction, North 43 degrees 28 minutes 50 seconds East, a distance of 67.86 feet; thence, in a southeasterly direction, South 45 degrees 22 minutes 12 seconds East, a distance of 263.69 feet to the westernmost boundary of Lot 8, Ascension Commerce Center; thence, in a southwesterly direction along said westernmost boundary of Lot 8, South 41 degrees 12 minutes 35 seconds West, a distance of 60.11 feet; thence, in a northwesterly direction, North 45 degrees 22 minutes 12 seconds West, a distance of 166.05 feet; thence, in a southerly direction, South 43 degrees 28 minutes 50 seconds West, a distance of 14.09 feet to said northernmost right-of-way for Louisiana State Highway Number 30; thence, in a westerly direction along said northernmost right-of-way for Louisiana State Highway Number 30, North 45 degrees 27 minutes 16 seconds West, a distance of 93.39 feet to the Point-of-Beginning; encompassing an area of 0.397 acres and all as more fully described on the plat of survey by Stephen V. Estopinal, P.E., P.L.S. dated 1 July 2013.

#### PAGE 2 OF 2

#### PROPOSED ENTERGY GULF STATES LOUISIANA, L.L.C. SERVITUDE ACROSS LOT 8, ASCENSION COMMERCE CENTER SECTION 50, TOWNSHIP 9 SOUTH, RANGE 2 EAST ASCENSION PARISH, LOUISIANA

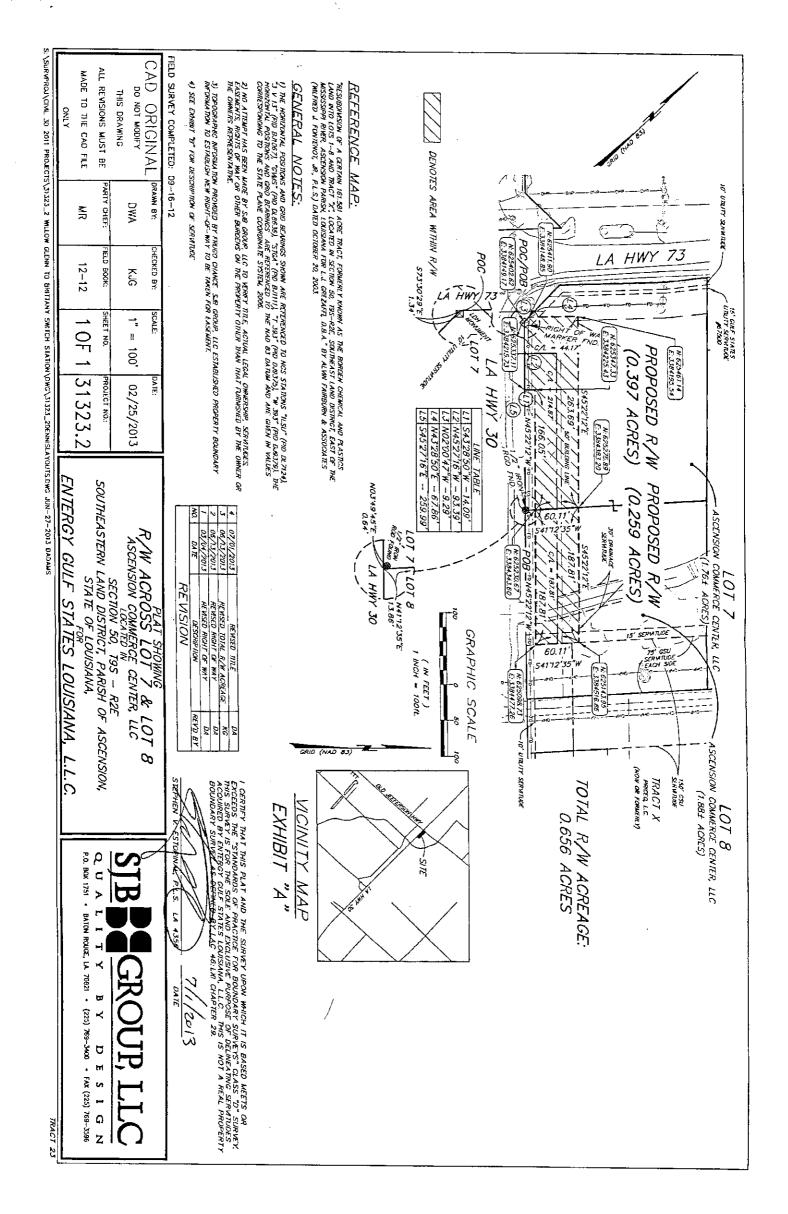
Commencing at the intersection of the easternmost right-of-way for Louisiana State Highway Number 73 and the northernmost right-of-way for Louisiana State Highway Number 30, that same point having the Louisiana State Coordinates, NAD 83, South Zone of N=625,402.62 feet, E=3,384,149.17 feet and from whence bears a concrete rightof-way marker at South 73 degrees 30 minutes 29 seconds East and 1.34 feet distant; thence, in an easterly direction along said southernmost right-of-way for Louisiana State Highway Number 30, South 45 degrees 27 minutes 16 seconds East, a distance of 259.99 feet to the easternmost boundary of Lot 7, Ascension Commerce Center, and from whence bears a half-inch diameter iron rod at North 3 degrees 49 minutes 45 seconds East and 0.64 feet distant; thence, in a northeasterly direction along said easternmost boundary of Lot 7, North 41 degrees 12 minutes 35 seconds East, a distance of 13.86 feet and the Point-of-Beginning, that same point having the Louisiana State Coordinates, NAD 83, South Zone of N=625,230.67 feet, E=3,384,343.60 feet; thence, continuing in a northeasterly direction along said easternmost boundary of Lot 7, North 41 degrees 12 minutes 35 seconds East, a distance of 60.11 feet; thence, in a southeasterly direction, South 45 degrees 22 minutes 12 seconds East, a distance of 187.81 feet to the westernmost boundary of the Gulf States Utilities servitude; thence, in a southwesterly direction along said westernmost boundary the Gulf States Utilities servitude, South 41 degrees 12 minutes 35 seconds West, a distance of 60.11 feet; thence, in a westerly direction, North 45 degrees 22 minutes 12 seconds West, a distance of 187.81 feet to the Point-of-Beginning; encompassing an area of 0.259 acres and all as more fully described on the plat of survey by Stephen V. Estopinal, P.E., P.L.S. dated 1 July 2013.

Trainville

SURVEYOU

Stephen Estopinal,

Date



#### WITNESS ACKNOWLEDGEMENT

STATE OF LOUISIANA

BEFORE ME, the undersigned Notary Public, on this the day of October, 2013, personally appeared Allan L. Butler, who, being by me duly sworn, stated under oath that he/she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by L.D. Grezaria, as Manger of Ascension Commerce Center, LLC, and that said company has no seal and that the instrument was signed and sealed on behalf of said company with the authority of said company's members and said executing officer acknowledged the instrument to be the free act and deed of the said company.

(Grantor), as above mentioned in his presence and in the presence of the other subscribing witness.

**NOTARY PUBLIC** 

OFFICIAL SEAL
WILLIAM BOLES KIRTLAND
BAR ROLL # 33220
STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE
My Commission is for Life

William Boles Kirtland
(Print Notary Name Here)

35220 (Notary ID # or State bar roll # here)

#### NOTARIAL ACT OF CORRECTION TO CASH SALE

Before the undersigned Notary Public, and in the presence of the undersigned witnesses, personally came and appeared:

CERT IF IED TRUE COPY BY

William R. Mullins, III, a resident of the lawful age of majority of the Parish of East Baton Rouge, State of Louisiana, whose mailing address is declared to be 8034 Jefferson Highway, Baton Rouge, Louisiana 70809 (herein referred to as "Appearer")

who made the following declarations:

- 1. Appearer is the Notary Public before whom L. J. Grezaffi, as Seller, and Jennings Bryan Frye and Agnes Henderson Frye, as Buyers, executed a Cash Sale (the "Cash Sale") dated the October 10, 2001, recorded October 12, 2001, under Instrument No. 498251, official conveyance records of the Clerk and Recorder for the Parish of Ascension, State of Louisiana.
- 2. Appearer declares that errors were made in the legal description of the property described in the Cash Sale in that the name of the subdivision was incorrectly referred to as "Ascension Industrial Park, Third Filing, Part I" when in truth and fact the name of the subdivision is "Ascension Industrial Park, Second Filing" and the date and recording information of the subdivision map was incorrectly listed as June 25, 1999, recorded in File No. 440780, Ascension Parish Clerk and Recorder when in truth and fact the correct date and recording information of the subdivision map is December 19, 2000, recorded in File No. 494623.
- 3. The legal description in the Cash Sale is hereby deleted in its entirety and replaced with the following:
  - Two (2) certain lots or parcels of ground, together with all the buildings and improvements thereon, situated in the Parish of Ascension, State of Louisiana, in that subdivision known as Ascension Industrial Park, Second Filing, and being designated as Lots Number Eleven (11) and Twelve (12), said subdivision, said lots having those measurements and dimensions as shown on a survey made by Joseph Garrett, P.E., P.L.S., dated December 19, 2000, recorded in File No. 494623, Ascension Parish Clerk and Recorder.
- 4. In all other respects, the Cash Sale is to remain the same, and Appearer hereby corrects the Cash Sale as described herein, but no further.
- 5. Appearer authorizes and directs the Clerk and Recorder of Conveyance records for the Parish of Ascension, Louisiana, to record this Notarial Act of Correction to Cash Sale in the records of his office to serve as the occasion may require.

{B0375726.1}



Signed in Baton Rouge, Louisiana, on this 22-d day of March, 2006, before the undersigned Notary Public and witnesses.

Witnesses

rint Name: JJ Caston

William R. Mullins, III

Notary Public Print Name: AUB WALL

Parish of East Datou Ru State of Louisiana

Notary ID No.

My commission is for life

AUB A. WARD La. Bar Roll No. 13228 8034 Jefferson Hwy. Baton Rouge, LA 70809

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ACT OF CORRECTION

STATE OF LOUISIANA PARISH OF POINTE COUPEE

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RECORDER CLERK &

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BE IT KNOWN, that on this 2nd day of August, 2006, before me, the undersigned notary public, and in the presence of the undersigned witnesses, personally came and appeared to the second of the

JOHN WAYNE JEWELL, domiciled in the Parish of Pointe Coupee, Louisiana, address: P. O. Box 156, New Roads, Louisiana 70760;

who declared that he is a notary public, duly commissioned and qualified in and for the Parish of Pointe Coupee, Louisiana and that on December 22, 2003 he did prepare and notarize a "CASH SALE" through which LUKE J. GREZAFFI aka L. J. GREZAFFI conveyed unto JACK H. McDOWELL and JENNIFER SCHEXNAYDER McDOWELL a certain parcel of land described therein as follows:

"A certain lot or parcel of ground, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, in that subdivision known as ASCENSION INDUSTRIAL PARK, THIRD FILING-PART 1, which lot is more fully shown and designated as LOT 89-A on that certain plat entitled "FINAL PLAT OF LOT 89-A, LOT 98-A, LOT 99-A, AND TRACT A1A1-A-1 OF ASCENSION INDUSTRIAL PARK THIRD FILING - PART 1" made by Joseph Garrett, Registered Land Surveyor, dated September 9, 1999, a copy of which is filed and of record as Instrument No.
440780 in the conveyance records of Ascension Parish,
Louisiana, to which plat reference is herewith made for
greater certainty of description. Said Lot 89-A contains 2.46 acres and has such measurements and dimensions as shown on said map."

Said act of cash sale was duly recorded on December 26, 2003 as Instrument No. 564806 in the conveyance records of Ascension Parish, Louisiana.

Further deposed and said that a clerical error is contained in the above description in that the plat of survey referred to therein is recited as being recorded as Instrument No. 440780 when in truth and in fact same is recorded as Instrument No. 446772 of said conveyance records.

Appearer requests the clerk of court for the Parish of Ascension, Louisiana, to make a note of this act of correction in the margin of said act of cash sale which is recorded as Instrument No. 564806 to serve as occasion may require.

THUS DONE AND PASSED at New Roads, in the Parish of Pointe Coupee, Louisiana, on the date first above written.

WITNESSES:

Stephen NOTARY

**LA. BAR ROLL NO. 23146** 

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### CASH SALE

BE IT KNOWN that on this 15th day of September, 2006 before me, Notary Public for the Parish of By East Baton Rouge, State of Louisiana, and in the presence of the subscribing witnesses, personally appeared as seller:

LUKE J. GREZAFFI, a resident of legal age of the Parish of Pointe Coupee parties to and living with Jude R. Grezaffi under a regime of separate property, dealing herein with his separate property whose mailing address is 142 F. Main State S separate property, whose mailing address is 143 E. Main Street, New Roads, Louisiana 70760, having acquired the property herein doing business as L.J. Grezaffi d/b/a LJG Land Company;

who declared that for the price of Five Hundred Forty Thousand and 00/100 (\$540,000.00) DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, seller does hereby sell and deliver, with full warranty of title and subrogation to all rights and actions of warranty Seller may have unto buyer:

BKP PROPERTIES, L.L.C., a limited liability company, duly organized and existing under the laws of the State of Louisiana, with its principal offices at 6633 Bryce Canyon Drive, Greenwell Springs, Louisiana 70739, and being represented herein by its duly authorized members, Bradley C. Way and Kelly Ray Allen, pursuant to certificate of authority on file and of record in the office of the Clerk and Recorder for the Parish of Asension, State of Louisiana;

who acknowledges delivery and possession of the following described property:

One certain lot or parcel of ground together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being situated in the Parish of Ascension, State of Louisiana, in that subdivision known as ASCENSION COMMERCIAL PARK, and designated on the official plan of survey thereof made by Alvin Fairburn & Associates, LLC entitled "Map Showing Resubdivision of Lot 17 & Tract Y, Ascension Commercial Park, into Lots 17-A, Y-1 & Y-2, located in Section 50, T9S- R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana for L.J. Grezaffi" dated May 31, 2006 and approved by the Ascension Parish Planning Commission on August 23, 2006 as File No. 3943, on file and of record in the office of the Clerk and Recorder of the Parish of Ascension, State of Louisiana at Entry #647754, as TRACT Y-1, said subdivision, said lot having such measurements and dimensions and being subject to such servitudes as are shown on said subdivision map.

Seller reserves unto itself, its successors and assigns, and excepts from this transfer, all of the oil, gas and other minerals, in, under and which may be produced from the property herein conveyed, it being understood, however that Seller, its successors and assigns, shall have the right to produce oil, gas and other minerals in, under and from the property herein conveyed by the use of directional drilling methods only, and thus hereby waives surface rights.

Seller declares it has not used the Property, and to best of Seller's knowledge and belief, the Property has not been used for the use, manufacture, generation, disposal, storage, ore release of Hazardous Substances or Wast, and to the best of Seller's knowledge and belief, the Property does not contain any of such materials, nor are there any underground storage tanks located on the Property. "Hazardous Substances or Waste" means any substance identified as a hazardous substance or waste in the Environmental Assessment, described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendment and Restoration Act, the Resource Conservation and Recovery Act, the Louisiana Environmental Quality Act, or any other federal, state or municipal legislation or ordinance.

Said property is sold, conveyed and accepted subject to any and all valid restrictions, servitudes, mineral conveyances and/or reservations of record, if any. The municipal address of said property is TBD (Tr Y-1) LA. HIGHWAY 30, GONZALES, LOUISIANA 70737.

TAXES FOR THE CURRENT YEAR ARE TO BE PAID BY BUYER AND NOTICES FOR TAXES AND OTHER ASSESSMENTS ARE TO BE MAILED TO THE BUYER AT THE ADDRESS ABOVE.

This transfer is subject to any applicable zoning ordinances and regulations, servitudes, conditions, mineral leases and reservations, restrictions and other matters affecting the property. SELLER makes no representations or warranties regarding the size of the Property or access thereto.

## WAIVER OF WARRANTY OF THE CONDITION OF THE PROPERTY

The above described property is conveyed to the Buyer without any warranty or recourse whatsoever, even for the return of the purchase price, but with full substitution and subrogation in and to all of the rights and actions of warranty which Seller has or may have against all preceding owners or vendors. The property is sold "as-is, where-is" without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Buyer expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render its use so inconvenient or imperfect that Buyer would not have purchased it had he known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code art 2520 et seq. with respect to Seller's warranty against latent or hidden defects of the property sold, or any other applicable law, not even for the return of the purchase price. Buyer forfeits the right to avoid the sale or reduce the price on account of some hidden or latent vice or defect in the property sold. Seller expressly subrogates Buyer to all rights, claims and causes of action Seller may have arising from or relating to any hidden or latent defects in the property.

The last preceding paragraph has been called to the attention of the Buyer and fully explained to the Buyer, and Buyer acknowledges that Buyer has read and understands this waiver of all express or implied warranties and accepts the property without any express or implied warranties.

To have and to hold said property unto the buyer's heirs, successors and assigns, forever. All parties signing the within instrument, either as parties or witnesses, have declared themselves to be of full legal capacity.

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

The parties hereto take cognizance of the fact that the undersigned Notary, has not been requested to, nor has he made, a title examination of the subject property, and that the legal description of the property was supplied to Notary by the parties; and they do hereby agree to release and relieve Notary from any responsibility and liability in connection therewith.

The parties hereto waive the production of all mortgage and conveyance certificates and release Notary from liability for the non-production thereof. Taxes for the current year have been prorated between the parties.

Thus done and signed at my office in Baton Rouge,, Louisiana, on the date above written, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

Ananda M. Atmore

Margaret C. Dykes

**LUKE J. GREZAFF!** 

BKP PROPERTIES, L.L.C

Bradley C. Way, duly authorized member

Kelly Ray Allen, duly authorized member

Hatrick L. Miller (#32077

06-7091

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#### **CASH SALE**

On this 11th day of January, 2007, before me, a Notary Public for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the subscribing witnesses personally appeared.

L.J. GREZAFFI AND JUDE ROBILLARD GREZAFFI, both residents of lawful age of the Parish of Louisiana, married to and living with each other, whose permanent mailing address is declared to be P.O. BOX 692, NEW ROADS, LA 70760, the said Jude Robillard Grezaffi represented herein by L. J. GREZAFFI, duly authorized by virtue of a power of attorney on file and of record with the clerk and recorder for the Parish of Asension, State of Louisiana dated February 17, 2000 as Entry No. 456884,

hereinafter referred to as SELLER, who declared that for the price of One Hundred Fifty-Nine Thousand Five Hundred Thirty-Eight and 70/100 (\$159,538.70) DOLLARS cash, receipt of which is hereby acknowledged, SELLER does hereby sell and deliver, with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

DUDLEY & ASSOCIATES, L.L.C. (20-4142905), a Louisiana Limited Liability Company, organized under the laws of the State of Louisiana, represented herein by its duly authorized Member, whose mailing address is 11220 BARRETT LANE, SLAUGHTER, LA 70777

hereinafter called BUYER, the following described property, the possession and delivery of which BUYER acknowledges:

I. One (1) certain lot or parcel of ground, together with all the buildings and improvements thereon being designated as LOT 83-A and being more specifically described according to a map entitled MAP SHOWING RESUBDIVISION OF LOT 83 OF ASCENSION INDUSTRIAL PARK, THIRD FILING, & TRACT LJG-2, FORMERLY A PORTION OF THE COLONIAL SUGARS PROPERTY INTO LOT 83-A & TRACT LJG-2-A LOCATED IN SECTION 50, T9S-R2E, SOUTHEAST LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR L.J. GREZAFFI prepared by Alvin Fairburn & Associates, LLC, dated December 7, 2006, recorded as Entry No. 657525, of the official records of Ascension Parish, Louisiana.

SELLER reserves all oil, gas and mineral rights in, under or pertaining to the property herein conveyed. Surface operations of any kind or nature whatsoever in connection with said mineral reservation are specifically prohibited.

All parties signing the within instrument have declared themselves to be of full legal capacity. The certificate of mortgages required by Article 3361 of the revised Civil Code of Louisiana is dispensed with by the parties. Taxes for the current year have been prorated and will be paid by buyer. All agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

THUS DONE, READ AND PASSED at my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on the date first above written.

WITNESSES:
Cick Doine
PRINT
NAME: VICKY LOrne
Muranesus
PRINT Dierdre E. McLin

L. J. GREZAFFI

JUDE ROBILLAND GREZAFFI BY: L. J. GREZAFFI, ATTORNEY IN FACT

**DUDLEY & ASSOCIATES, L.L.C.** 

By: TOMAY DUDLEY, MEMBER

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### CASH SALE

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

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BE IT KNOWN, That on May 1, 2007, before me, a Nortary Public for the Parish of East Baton Rouge, Louisiana, and in the presence of the subscribing witnesses, personally appeared as seller:

L. J. GREZAFFI, married to and living with Jude R. Grezaffi, a resident of lawful age of Pointe Coupee Parish, Louisiana, who declares his permanent mailing address to be Post Office Box 692, New Roads, Louisiana 70760; appearer dealing herein with his separate and paraphernal property, under his separate administration and control, for his own use and benefit;

herein called Seller, who declared that for the price of ONE HUNDRED SIX THOUSAND AND NO/100 (\$106,000.00) DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, seller does hereby sell and deliver with full warranty of title and subrogation and substitution to all rights and actions of warranty seller may have unto buyer:

**ROBBIE K. FENN and JILL U. FENN**, born Ussery, married to and living with each other; residents of lawful age of Ascension Parish, Louisiana; who declare their permanent mailing address to be 36193 Bluff Oaks Avenue, Prairieville, Louisiana 70769;

herein called Buyer, who acknowledges delivery and possession of the following described property:

One certain lot or parcel of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in that subdivision of the Parish of Ascension, State of Louisiana, known as **ASCENSION INDUSTRIAL, THIRD FILING, PART I**, and being designated on the official plan thereof, on file and of record in the office of the Clerk and Recorder of the Parish of Ascension, State of Louisiana, as **LOT NUMBER SEVENTY-NINE (79)**, said subdivision, said lot having such measurements and dimensions and being subject to such servitudes as are more particularly shown and described on said subdivision map.

Said property subject to those restrictive covenants of record. Reference to said restrictions is not intended as a re-imposition of same, but merely to call them to the attention of the parties hereto.

The undersigned sellers and buyers herein agree to waive the zoning certificate as required by Ascension Parish, and agree to hold the notary harmless from any liability caused by this waiver.

Seller reserves all minerals and mineral rights in and under the property herein conveyed, but waives any rights to use the surface thereof for any purposes whatsoever.

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thereof for any purposes whatsoever.

To have and to hold said property unto the buyer, buyer's heirs, successors and assigns, forever.

In accordance with the provisions of LA-R.S. 9:2721(B), the name of the persons responsible for all property taxes and assessments is the Buyer. The address where the property tax and assessment notices are to be mailed is as set forth above.

All parties signing the within instrument, either as parties or as witnesses, have declared themselves to be of full legal capacity.

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

THUS DONE AND SIGNED at my office in Baton Rouge, Louisiana, on the date above written, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:	1 200 20 M +
Witness signature	L.J. GREZAFFI
Gail Carl	SSN: XXX-XX-5651
Type/Print name of witness	Pulle K. Jan
-1 grike	ROBBIE K. FENN
Witness signature	SSN: XXX-XX- 5888
T.J. Martinez	N '00 Y
Type/Print name of witness	Jel 4 tenn
	JILL 19 FENN

JANICE A. STURGES, Notary Public, ID#10643

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SSN: XXX-XX-5505

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OTHER.

WRITTEN CONSENT TO RESUBDIVISION

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

RECDROER CERTIFIE TRUE COPY BY

BE IT KNOWN, that on this 13th day of August, 2007, before me Franklic duly commissioned and qualified in and for the state and parish aforesaid, in the presence of the undersigned competent witnesses, personally came and appeared:

L. J. GREZAFFI, a resident of lawful age of Pointe Coupee Parish, Louisiana, whose mailing address is Post Office Box 692, New Roads, Louisiana 70760; and

JUDE R. GREZAFFI, a resident of lawful age of Pointe Coupee Parish, Louisiana, whose mailing address is Post Office Box 692, New Roads, Louisiana 70760,

(hereinafter referred to collectively as "Appearers"), who declared as follows:

Appearers are all of the members of the Architectural Control Committee (the "Committee") for Ascension Commercial Park (the "Subdivision") and are designated as such in the Act of Restrictions recorded October 30, 2003, as Instrument # 560587, and the Act of Restrictions recorded June 30, 2004, as Instrument # 580005 of the official records of the Clerk and Recorder for Ascension Parish, Louisiana (collectively, the "Restrictions").

The Restrictions prohibit resubdivision of lots in the Subdivision without the written consent of the Committee.

L. J. GREZAFFI D/B/A LJG LAND COMPANY, the owner of lots in the Subdivision has requested permission from the Committee to resubdivide certain lots in the Subdivision as shown on the plat entitled "MAP SHOWING RESUBDIVISION OF TRACT Y-2, LOTS 8, 9 & 17-A, OF ASCENSION COMMERCIAL PARK, INTO TRACT Y-2-A, LOTS 8-A, 9-A & 17-A-1, LOCATED IN SECTION 50, T9S-R2E, SOUTHEAST LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR L. J. GREZAFFI . . .," dated July 3, 2007, made by Alvin Fairburn, Jr., P.L.S., which map is recorded at Instrument # 675146, in the office of the Clerk and Recorder for Ascension Parish, Louisiana (the "Plat"), a copy of which is attached hereto as Exhibit A, and the Committee has agreed to grant the requests.

NOW, THEREFORE, the Committee agrees hereby consents to the resubdivision of lots shown on the Plat.

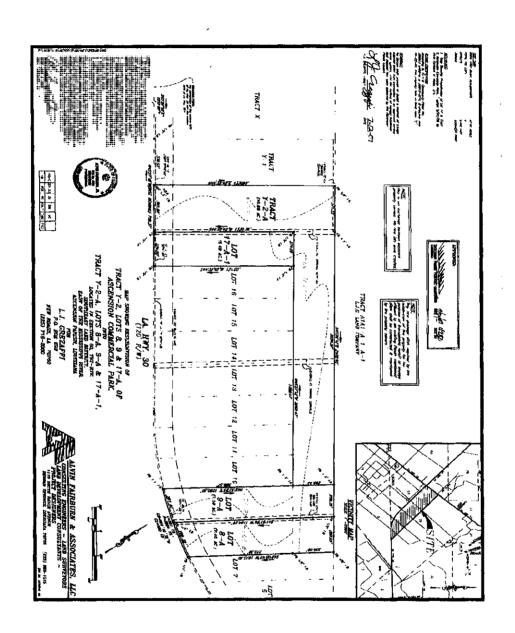
WRITTEN CONSENT TO RESUBDIVISION: PAGE 1 OF 2 PAGES

THUS DONE AND SIGNED in New Roads, Louisiana, on the day, month and year first above written, in the presence of the undersigned competent witnesses, and me, Notary, after a due reading of the whole.

WITNESSES:			
GULA ROGERS PRINT NAME: ERIKA ROGERS	<u>~</u>	L. J. GREZ	7 12314 j. 1. KFFF
PRINT NAME: VICKY SCHEX	mander	Jude TODE R. G	R. Brigaff. REZAFFI
	NOTA	HY PUBLIC	<del></del>
Print 1		<b>/</b>	JOHN WAYNE JEWELL
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Louisiana Bar Roll / Notary No.

#### **EXHIBIT A**



AH-EILOTOA

#### **CASH SALE**

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STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**BE IT KNOWN**, that on this 14<sup>th</sup> day of August, 2007, before me, a Notary Public duly commissioned and qualified in and for the state and parish aforesaid, in the presence of the undersigned competent witnesses, personally came and appeared:

L. J. GREZAFFI, D/B/A LJG LAND COMPANY, a resident of the lawful age of Pointe Coupee Parish, Louisiana, who declares that he is married to and living with Jude Robillard Grezaffi, from whom he is separate in property by virtue of judgment of the 18<sup>th</sup> Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995, in the proceedings bearing Number 29,817 on the docket of said court, a certified copy of which is recorded at Entry No. 473925, official records of the Clerk and Recorder for Ascension Parish, Louisiana, and that his mailing address is Post Office Box 692, New Roads, Louisiana 70760;

(\$389,400.00) cash, receipt of which is hereby acknowledged, Seller does hereby sell and deliver with limited warranty of title (warranting against all claims to or against title arising, by, through or under, Seller, but not otherwise) and subrogation to all rights and actions of warranty Seller may have unto:

J&B UNDERGROUND, L.L.C., a limited liability company organized and validly existing under the laws of the State of Louisiana, having its registered office at 13278 Airline Highway, Baton Rouge, Louisiana 70817, represented herein by Steve L. Jester, its Member;

(hereinafter referred to as "Buyer"), the following described property, the possession and delivery of which Buyer acknowledges (hereinafter referred to as "the Property"):

THAT CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, located Section 50, Township 9 South, Range 2 East, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana, in that subdivision known as ASCENSION COMMERCIAL PARK and being designated as LOT 17-A-1 on a map entitled "Map Showing Resubdivision of Tract Y-2, Lots 8, 9 & 17-A, of Ascension Commercial Park, Into Tract Y-2-A, Lots 8-A, 9-A & 17-A-1, Located in Section 50, T9S-R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana For L. J. Grezaffi . . .," dated July 3, 2007, made by Alvin

Fairburn, Jr., P.L.S., which map is recorded at Entry No. 675146, in the office of the Clerk and Recorder for Ascension Parish, Louisiana; said lot having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on said map.

The parties hereto acknowledge that the above stated sales price may not be the actual consideration paid for the above described property, and may be subject to a discount granted by Seller to Buyer.

Seller hereby reserves all of the oil, gas, and other hydrocarbon minerals (including, but not limited to, helium, geothermal resources and liquid, gaseous and other energy productive substances and resources whether similar or dissimilar) associated with the Property; provided, however, no drilling or other mineral operations of any nature whatsoever, including, but not restricted to storage tanks, pipelines or roads, shall be conducted on the surface of the Property. Recovery of all oil, gas or other minerals shall only be by directional drilling or under unitization or pooling privileges.

The Property is sold "AS IS, WHERE IS" without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Buyer expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the Property which render it useless or render its use so inconvenient or imperfect that Buyer would not have purchased it had it known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code Art. 2520, et seq., with respect to Seller's warranty against latent or hidden defects of the property sold, or any other applicable law, not even for a return of the purchase price. Buyer forfeits the right to avoid the sale or reduce the purchase price on account of some hidden or latent vice or defect in the Property. Seller expressly subrogates Buyer to all rights, claims and causes of action Seller may have arising from or relating to any hidden or latent defects in the Property. This provision has been called to the attention of Buyer and fully explained to Buyer, and Buyer acknowledges that it has read and understands this waiver of all express or implied warranties and accepts the Property without any express or implied warranties.

Buyer's Initials:

All parties signing the within instrument declare themselves to be of the full legal capacity.

All taxes assessed against the Property have been paid. Taxes for the current year have been prorated between Seller and Buyer and will be paid by Seller when due.

CASH SALE: PAGE 2 OF 3 PAGES

In accordance with La. R.S. 9:2721(B), from and after the date of this sale, (a) the name of the person responsible for all property taxes and assessments is Buyer, and (b) all property taxes and assessment notices should be mailed to the following address: 40151 Pelican Point Parkway, Gonzales, Louisiana 70737.

All agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and being binding upon the heirs, successors, and assigns of the respective parties, and the Buyer, his heirs and assigns shall have and hold the Property in full ownership forever.

THUS DONE AND SIGNED in Baton Rouge, Louisiana, on the day, month and year first above written, in the presence of the undersigned competent witnesses, and me, Notary, after a due reading of the whole.

WITNESSES:

SIGN HERE

PRINT NAME:

Nancy M. Dugas

D/B/A LJG LAND COMPANY

SSN: XXX-XX-5651

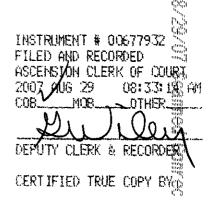
J&B UNDERGROUND, L.L.C.

TIN: XX-XXX3479

E. HŐŐĎ, NOTARY PUBLIC Bar Roll No. 06984

#### **CASH SALE**

## STATE OF LOUISIANA PARISH OF EAST BATON ROUGE



On this 28th day of August, 2007, before me, a Notary Public, duly compaissioned and qualified in SLIPFRIGU2 and for the Parish of East Baton Rouge, and in the presence of the undersigned competent witnesses, personally appeared:

L. J. GREZAFFI d/b/a L. J.G. Land Company (S.S.#xxx-xx-5651), married to and living with Jude Robillard Grezaffi, born Robillard, but with whom he is separate in property by virtue of a judgment of the 18<sup>th</sup> Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995, in the proceedings bearing Number 29,817 on the docket of that court, a certified copy of which is filed and recorded under File Number 473925 of the records of Ascension Parish, Louisiana, he being do miciled in the Parish of Pointe Coupee, Louisiana, with a n a ddress of Post Office Box 692, New Roads, Louisiana 70760;

herein called SELLER, who declared that for the price of SEVEN HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$747,500.00) 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:

**B & B LAND DEVELOPMENT, L.L.C.** (TIN:26-0758694), a Louisiana limited liability company, represented herein by Robert J. Smith and Brent J. Couvillion, its duly authorized members, by virtue of a Resolution of the Organizers and Members of B & B Land Development, L.L.C., which is of record in the Office of the Clerk and Recorder for the P arish of As cension, L ouisiana, which I imited I iability c ompany's p ermanent mailing address is declared to be 32 Jamestown Court, Baton Rouge, Louisiana 70809;

herein called **BUYER**, the following described property, the possession and delivery of which **BUYER** acknowledges:

One (1) certain piece or portion of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, situated in Section 50, T9S-R2E, Parish of Ascension, State of Louisiana, designated as TRACT Y-2-A-1, ASCENSION COMMERCIAL PARK, said property containing 11.51 acres, more or less, as more fully shown on "Map Showing Resubdivision of Tract Y-2-A & Lot 13 of Ascension Commercial Park Into Tract Y-2-A-1 & Lot 13-A Located in Section 50, T9S-R2E, Southeast land District, East of the Mississippi River, Ascension Parish, Louisiana for L.J. Grezaffi, Post Office Box 692, New Roads, Louisiana 70760", made by Alvin Fairburn & Associates, LLC, Consulting Engineers-Land Surveyors, dated August 22, 1007, a copy of which is attached hereto and made a part hereof, which map has been approved by the Ascension Parish Planning Commission, said lot having such measurements and dimensions and being subject to such servitudes as are shown on that map.

Being a portion of the same property acquired by **SELLER** by act recorded in Instrument No. 531263, Official Records of the Parish of Ascension, State of Louisiana.

The property is sold "as is-where is" without any warranties whatsoever as to fitness or condition, whether express or implied, and **BUYER** expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render its use so inconvenient or imperfect that **BUYER** would not have purchased it had it known of the vices or

defects) provided by law in Louisiana, more specifically, the warranty imposed by Louisiana Civil Code art. 2520 et seq. with respect to SELLER'S warranty against latent or hidden defects of the property sold, or any other applicable law, not even for a return of the purchase price. Buyer forfeits the right to avoid the sale or reduce the purchase price on account of some hidden or latent vice or defect in the property sold. SELLER expressly subrogates BUYER to all rights, claims and causes of action SELLER may have arising from or relating to any hidden or latent defects in the property. The provision has been called to the attention of the BUYER and fully explained to the BUYER, and the BUYER acknowledges that it has read and understands this waiver of all express or implied warranties and accepts the property without any express or implied warranties.

(Buyer's Initials) (Buyer's Initials)

SELLER reserves unto himself, his heirs, successors and assigns, and excepts from this transfer, all of the oil, gas and other minerals, in, under and which may be produced from the property herein conveyed, it being understood, however that SELLER his heirs, successors and assigns, shall have the right to produce oil, gas and other minerals in, under and from the property herein conveyed by the use of directional drilling methods only, and thus SELLER hereby waives any and all surface rights over the conveyed property.

This sale is made subject to all valid oil, gas and other mineral sales, servitudes, reservations, leases and other interests of record.

SELLER declares he has not used the property and to the best of SELLER'S knowledge and belief, the Property has not been used for the use, manufacture, generation, disposal, storage, or release of hazardous substances or waste, and to the best of SELLER'S knowledge and belief, the property does not contain any of such materials, nor are there any underground storage tanks located on the Property. "Hazardous substances or waste" means any substance identified as a hazardous substance or waste in the Environmental Assessment, described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendment and Restoration Act, the Resource Conservation and Recovery Act, the Louisiana Environmental Quality Act, or any other federal, state or municipal legislation or ordinance.

Taxes for the current year have been prorated as of the date of the sale and will be paid by **SELLER** for the year 2007.

All parties signing this instrument have declared themselves to be of full capacity.

All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties and the **BUYER**, its heirs and assigns shall have and hold the described property in full ownership forever.

Done and signed by the parties at my office in Baton Rouge, Louisiana, on the date first above written, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary, after due reading of the whole.

WITNESSES:

Beverly T. Douillion

D. S. D. LAND DEVEL STANDARD LANG.

Teresa L

**OPMENT, L.L.C.** 

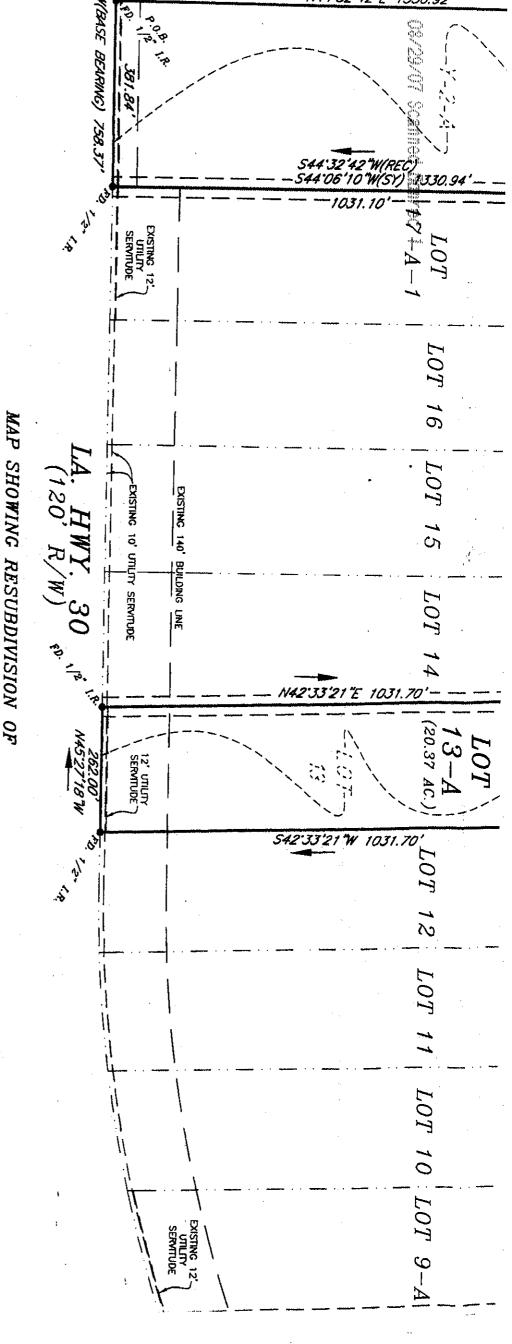
uthorized Member

at J. Couvillion, Authorized Member

John Dale Powers - Notary Public

LSBA #8805

Term Expires at Death



TRACT Y-2-A & LOT 13, OF ASCENSION COMMERCIAL PARK,

INTO

TRACT Y-2-A-1 & LOT 13-A

LOCATED IN SECTION 50. T9S-R2F

A THE THE PROPERTY OF THE PARTY OF THE PARTY

LOCATED IN SECTION 50, T9S-R2E, SOUTHEAST LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA

FOR
L.J. GREZAFFI
P.O. BOX 692
NEW ROADS, LA 70760

(225) 718-2000

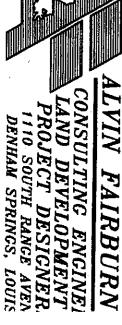
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STATE OF LOUISIANA PARISH OF ASCENSION INSTRUMENT # 00680451
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DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

#### **ACT OF CASH SALE**

BEIT KNOWN, that on this 27<sup>th</sup> day of September, 2007, before metal undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

LUKE J. GREZAFFI (SSN: 5651) a/k/a L. J. Grezaffi, d/b/a L. J. G. Land Company, married to and living with Jude Robillard Grezaffi but herein dealing with his separate property by virtue of a judgment of the 18<sup>th</sup> Judicial District Court of the Parish of Pointe Coupee, Louisiana, a copy of which is recorded for record at File Number 473925 in the office of the Clerk and Recorder for Ascension Parish, Louisiana and made a part hereof by reference, and whose mailing address is declared to be P. O. Box 692, New Roads, Louisiana 70760;

hereafter referred to as "SELLER";

who declared that for the price of \_----FOUR HUNDRED FIFTY THOUSAND AND NO/100 (\$450,000.00)---- 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:

T.E.S. REAL ESTATE, LLC, a Louisiana Limited Liability Company organized under the laws of the State of Louisiana, represented herein by Bret Adams, Mark Mire and Ron Grant, its Managing Members, by virtue of an Authorization to Act, a copy of which is attached hereto and made a part hereof, and whose present mailing address is declared to be 105 Lafferty Drive, Broussard, Louisiana 70518-3014;

hereafter referred to as "PURCHASER";

the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER acknowledges:

A certain tract or parcel of ground, together with all buildings and improvements situated thereon, located in Section 50, Township 9 South, Range 2 East, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana, shown more clearly on a map or plan of survey prepared by Alvin Fairburn, Jr., P.L.S., dated July 3, 2007 and entitled, "Map Showing Resubdivision of Tract Y-2, Lots 8, 9, & 17-A, of Ascension Commercial Park, into Tract Y-2-A, Lots 8-A, 9-A & 17-A-1, Located in Section 50, T9S-R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana for L. J. Grezaffi", a copy of which was recorded for record on July 30, 2007, at Entry Number 675146 of the official records of Ascension Parish, Louisiana. Said lot being designated as LOT NINE-A (9-A), containing such bearings and dimensions and being subject to such servitudes and setback lines as shown more clearly on the map or plan of survey referred to above and is made a part hereof by reference.

Taxes for the current year will be pro-rated.

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.

The above described property is conveyed to the Purchaser without any warranty or recourse whatsoever, even for the return of the purchase price, but with full substitution and subrogation in and to all of the rights and actions of warranty which Seller has or may have against all preceding owners or vendors. The property is sold "as-is, where-is" without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Purchaser expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render its use so inconvenient or imperfect that Purchaser would not have purchased it had he known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code Art 2520 et seq. with respect to Seller's warranty against latent or hidden defects of the property sold, or any other applicable law, not even for the return of the purchase price. Purchaser forfeits the right to avoid the sale or reduce the price on account of some hidden or latent vice or defect in the property sold. Seller expressly subrogates Purchaser to all rights, claims and causes of action Seller may have arising from or relating to any, hidden or latent defects in the property.

Purchaser's Initials

Seller reserves the oil, gas, and any hydrocarbon minerals, 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.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the PURCHASER, PURCHASER's heirs and assigns shall have and hold the described property in full ownership forever.

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

THUS DONE AND PASSED at Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the date hereinabove written, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES

Signature: Printed Name: Justine E. James

Bret Adams, Duly Authorized

Grant, Duly Authorized

Dwight D. Poirrier Notary Public

La Bar Roll #20570

#### STATE OF LOUISIANA PARISH OF ASCENSION

# AUTHORIZATION TO ACT FOR T.E.S. REAL ESTATE, L.L.C. A LIMITED LIABILITY COMPANY

BE IT KNOWN that on this 27<sup>th</sup> day of September, 2007, before me, the undersigned Notary Public duly commissioned and qualified in and for aforesaid parish and state, and in the presence of the undersigned witnesses, personally came and appeared:

BRET ADAMS (SSN: XXX-XX-8233), a resident of the full age of majority of Iberia Parish, Louisiana, whose present mailing address is 1622 Elm Street, New Iberia, La 70560;

MARK MIRE (SSN: XXX-XX-9298) a resident of the full age of majority of Lafayette Parish, Louisiana, whose present mailing address is 727 Bayou Tortue, Broussard, La 70518; and

RON GRANT (SSN: XXX-XX-4016) a resident of the full age of majority of Ascension Parish, Louisiana, whose present mailing address 37607 Southwood Village Avenue, Prairieville, La 70759

who, after being duly sworn, did acknowledge and declare that they are all of the members of T.E.S. REAL ESTATE, L.L.C., a Limited Liability Company organized under the laws of the State of Louisiana, whose Articles of Organization are recorded in the office of the Louisiana Secretary of State, and that they do hereby authorize and empower Bret Adams, Mark Mire and Ron Grant to act for and in the name of the said T.E.S. REAL ESTATE, L.L.C., to do the following:

Purchase, sell, lease, mortgage or otherwise alienate any and all types of property, real, personal, or mixed, purchased by, or sold to or owned by the T.E.S. REAL ESTATE, L.L.C. in the State of Louisiana, and to execute any and all contracts containing and upon such terms and conditions as they may determine fit and proper, the said T.E.S. REAL ESTATE, L.L.C. hereby ratifying all prior sales or purchasing contracts made on behalf of the Company by them;

The said Bret Adams, Mark Mire and Ron Grant are authorized to sign all documents, of every kind whatsoever, for and in the name of T.E.S. REAL ESTATE, L.L.C., L.L.C., and to take all such actions in its name as may, in the sole and exclusive judgment of Bret Adams, Mark Mire and Ron Grant, be necessary to accomplish the authority expressed above.

Any person dealing with Bret Adams, Mark Mire and Ron Grant may assume that the authority conferred upon them by this document is still in full force and effect unless and until there is recorded in the conveyance records of Ascension Parish, Louisiana, an express revocation of such authority.

THUS DONE AND SIGNED on the day and date set forth above at the City of Gonzales, Parish of Ascension, State of Louisiana, the parties hereto having affixed their signatures, together with me, Notary, and the undersigned witnesses, after due reading of the whole.

VITWESSES

herry N. Boudreaux

Justine E. James

Bret Adams

Mark Mire

Kon Grant

Dwight D. Poirrier, Notary Public Bar Roll #20570

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## **CASH SALE**

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE INSTRUMENT # 00682823 FILED AND RECORDED ASCENSION CLERK OF COURT 2007 OCI 29 11:42:39 AM COB\_\_\_\_\_10B. OTHER. Rudy

DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

BE IT KNOWN, that on the dates set forth below, before us, Notaries Public, duly commissioned and qualified in and for the respective state and parish/county and in the presence of the respective subscribing witnesses, personally came and appeared: DEPUTY CLERK

LUKE J. GREZAFFI (XXX-XX-5651), d/b/a LJG Land Company, husband of Jude Robillard, with whom he resides, but from whom he is separate in property by virtue of a judgment of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995 in the proceedings bearing Number 29,817 on the docket of said court, a certified copy of which is filed and recorded under File Number 473925 of the records of Ascension Parish, Louisiana, he being domiciled in the Parish of Pointe Coupee, Louisiana, with his current mailing address of Post Office Box 692, New Roads, Louisiana 70760

herein called "Seller";

who declared that, for the price of EIGHT HUNDRED NINETY SEVEN THOUSAND AND NO/100 DOLLARS (\$897,000.00) cash, receipt of which is acknowledged, Seller hereby sells, conveys and delivers with full warranty of title and with full substitution and subrogation to all rights and actions of warranty Seller may have unto

HIGHWAY 30 INVESTMENTS, LLC (TIN XX-XXX-5634), a Mississippi limited liability company authorized to do business in Louisiana, represented herein by B.T. Steadman pursuant to a unanimous consent resolution of its sole Manager, Walker Circle Management, L.L.C. ("Walker Circle") and the unanimous written consent resolution of the sole manager of Highway 30 Properties, LLC, both attached hereto, with a current mailing address of P.O. Box 180789, Richland, Mississippi 39218.

herein called "Buyer"

the following described property, to-wit, the possession and delivery of which Buyer acknowledges:

A certain tract or parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being Lot 10-A located in Ascension Commercial Park in Section 50, T9S-R2E, G.L.D., Ascension Parish, Louisiana, and being more particularly described as follows: Starting at the intersection of the northern R\W of La Hwy 30 with the eastern R\W of La Hwy 73 proceed South 45 degrees 27 minutes 18 seconds East, a distance of 3356.98 feet; thence North 42 degrees 33 minutes 21 seconds East, a distance of 1031.65 feet; thence South 45 degrees 27 minutes 12 seconds East, a distance of 244.29 feet the POINT OF BEGINNING; thence proceed North 42 degrees 33 minutes 21 seconds East, a distance of 299.95 feet; thence South 45 degrees 26 minutes 12 seconds East, a distance of 500.35 feet; thence South 42 degrees 33 minutes 23 seconds West, a distance of 1260.30 feet; thence along the arc of a curve to the right having a radius of 2804.75 feet, an arc length of 503.24 feet, with a chord bearing of North 53 degrees 12 minutes 04 seconds West, and a chord length of 502.57 feet; thence North 42 degrees 33 minutes 21 seconds East, a distance of 1028.17 feet to the POINT OF BEGINNING, all according to map entitled "Map showing resubdivision of Lot 10, 11 & 13-A of Ascension Commercial Park into Lot 10-A and 13-A-1", dated October 15, 2007 by Alvin Fairburn, R.L.S., filed as Instrument No. 682387 of the official records of Ascension Parish on October 23, 2007, according to said map Lot 10-A contains 14.95 acres.

Being a portion of the same property acquired by L.J. Grezaffi on December 3, 2002, which sale is recorded at Instrument # 531263 and filed on December 6, 2002.

Seller reserves any and all subsurface minerals; however, Seller waives and renounces any and all rights to utilize the surface of the property for any mineral exploration or development.

The municipal address has not yet been assigned.

The ad valorem taxes on said property for the prior year have been paid to date and the ad valorem taxes for the current year are being prorated, except for the former Lot 13-A which will be paid by Seller.

Notices for ad valorem taxes for the tax year 2007 and subsequent years should be sent to:

Buyer:

HIGHWAY 30 INVESTMENTS, LLC c/o Walker Circle Management P. O. Box 180789 Richland, Mississippi 39218

All parties signing the within instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein, and all the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the Buyer, his heirs and assigns, shall have and hold the described property in full ownership forever.

THUS DONE AND SIGNED by the Seller at my office in Baton Rouge, Louisiana, on the day of October, 2007, in the presence of me, notary, and the following competent witnesses, who have signed in the presence of the parties and me, notary.

WITNESSES:

SELLER:

Name: Jana M. Poyor

uke J. Grezaffi d'h/au J. Land Company

Name: CHERYL MCKINSTRY

Notary Public

Name: Matthew L. Mullins

Bar Roll No.: 29998

THUS DONE AND SIGNED by the Buyer at my office in Baton Rouge, Louisiana, on the 26 day of October, 2007, in the presence of me, notary, and the following competentwitnesses, who have signed in the presence of the parties and me, notary.

WITNESSES:

BUYER:

HIGHWAY 30 INVESTMENTS, LLC

By:

Name: Make Checyl mc Kinstry

Notary Public

Name: Mathew L Milins

Bar Roll No.: 29998

INSTRUMENT # 00698630 FILED AND RECORDED ASCENSION CLERK OF COURT 11:45:20 AM 2008 JUN 06 \_sehto.

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DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

**CASH SALE** 

DEPUTY CLERK SLIPPRT02

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

FILE NUMBER: 08-5032

On this 30th day of May, 2008, before me, a Notary Public for the Parish of East Baton Rouge, State of Louisiana, and in the presence of the subscribing witnesses personally appeared:

LUKE J. GREZAFFI D/B/A LJG LAND COMPANY, SSN XXX-XX-5651, a resident of the full age of majority of Ascension Parish, Louisiana, married to and living with Jude Robillard Grezaffi, who declared that he is dealing with his separate property by virtue of a judgment of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995, in the proceedings bearing Number 29,817 on the docket of said court, a certified copy of which is filed and recorded under File Number 473925 of the records of the Parish of Pointe Coupee, Louisiana; whose permanent mailing address is declared to be P.O. Box 692, New Roads, LA 70760,

hereinafter referred to as SELLER, who declared that for the price of One Hundred Ninety-Eight Thousand One Hundred Ninety-Eight and 00/100 (\$198,198.00) cash, receipt of which is hereby acknowledged, SELLER does hereby sell and deliver, with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

LA MACHINE & DESIGN, LLC, TIN XX-XXX8820, a Louisiana limited liability company, organized under the laws of the State of Louisiana, appearing herein through its designated President, James Allen Allred, IV, pursuant to a Unanimous Consent attached hereto and made part hereof, whose permanent mailing address is 16042 Kirsten Drive, Prairieville, LA 70769,

hereinafter called BUYER, the following described property, the possession and delivery of which BUYER acknowledges:

ONE (1) CERTAIN lot or parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 50, Township 9 South, Range 2 East, Southeast Land District, East of the Mississippi River, Ascension Parish, State of Louisiana, in that subdivision known as ASCENSION COMMERCIAL PARK, and designated as LOT THREE (3) on the official plan of survey thereof made by Alvin Fairburn & Associates, LLC entitled "Final Plat of Lots 1-17 & Tract "X" & Tract "Y" Ascension Commercial Park, formerly known as the Borden Chemical & Plastics Lands, a 161.581 acre tract of land located in Section 50, T9S, R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana, for L.J. Grezaffi, D.B.A., L.J.G. Land Company, L.L.C. dated October 8, 2003 and on file and of record in the office of the Clerk and Recorder of the Parish of Ascension, State of Louisiana at Entry Number 562318, , said subdivision, said lot having such measurements and dimensions and being subject to such servitudes and restrictions as are more particularly shown on said map. Subject to all previously recorded building restrictions, servitudes, building setback lines and oil, gas and mineral reservations, conveyances, servitudes and leases of record.

Subject to all previously recorded building restrictions, servitudes, building set back lines; and oil, gas and mineral reservations, conveyances, servitudes and leases of record.

SELLER reserves all oil, gas and mineral rights in, under or pertaining to the property herein conveyed. Surface operations of any kind or nature whatsoever in connection with said mineral reservation are specifically prohibited.

#### WAIVER OF WARRANTY OF THE CONDITION OF PROPERTY:

The Property is sold "as-is, where is" without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Buyer expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render its use so inconvenient or imperfect that Buyer would not have purchased it had he known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code art. 2520 et seq. with respect to Seller's warranty against latent or hidden defects of the property sold or any other applicable law, not even for a return of the purchase price. Buyer forfeits the right to avoid the sale or reduce the purchase price on account of some hidden or latent vice or defect in the property sold. Seller expressly subrogates Buyer to all rights, claims and causes of action Seller may have arising from or relating to any hidden or latent defects in the property. This provision has been called to the attention of the Buyer and fully explained to the Buyer, and the Buyer acknowledges that he has read and understands this waiver of all express or implied warranties and accepts the property without any express or implied warranties.

Seller's Initials:

Seller's Initials:

All parties signing the within instrument have declared themselves to be of full legal capacity.

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

The production of mortgage, conveyance and/or tax certificates are dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been paid. Taxes for the current year have been prorated between SELLER and BUYERS as of this date.

THUS DONE, READ AND PASSED at my office in Baton Rouge, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on the date first above written.

WITNESSES:

Print Name:

Print Name: GARY

Jacob Guir

La Machine & Design, LLC

by James Allen Allred, IV

President and Sole Member

Luke J.

Company:

GEORGE M. PIERSON NOTARY PUBLIC, #10998 East Baton Rouge Parish, LA

ATTLEFEELO

# UNANIMOUS WRITTEN CONSENT OF SOLE MEMBER OF LA MACHINE & DESIGN, LLC

The undersigned (the "Member"), being the sole member of LA MACHINE & DESIGN, LLC, (referred to herein as "L.L.C."), a Louisiana limited liability company, hereby certifies that in accordance with the Articles of Organization and Operating Agreement of LA MACHINE & DESIGN, LLC, that James Allen Allred, IV is the only member and manager required to transact the L.L.C.'s business and to grant the authority granted herein.

The Member hereby authorizes, names, constitutes, and appoints in the name of and on behalf of LA MACHINE & DESIGN, LLC, James Allen Allred, IV, (referred to as "Authorized Individual") to mortgage and encumber the real/immovable property described as:

ONE (1) CERTAIN lot or parcel of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 50, Township 9 South, Range 2 East, Southeast Land District, East of the Mississippi River, Ascension Parish, State of Louisiana, in that subdivision known as ASCENSION COMMERCIAL PARK, and designated as LOT THREE (3) on the official plan of survey thereof made by Alvin Fairburn & Associates, LLC entitled "Final Plat of Lots 1-17 & Tract "X" & Tract "Y" Ascension Commercial Park, formerly known as the Borden Chemical & Plastics Lands, a 161.581 acre tract of land located in Section 50, T9S, R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana, for L.J. Grezaffi, D.B.A., L.J.G. Land Company, L.L.C." dated October 8, 2003 and on file and of record in the office of the Clerk and Recorder of the Parish of Ascension, State of Louisiana at Entry Number 562318, , said subdivision, said lot having such measurements and dimensions and being subject to such servitudes and restrictions as are more particularly shown on said map. Subject to all previously recorded building restrictions, servitudes, building setback lines and oil, gas and mineral reservations, conveyances, servitudes and leases of record,

pursuant to such terms and conditions as the said Authorized Individual, in his discretion, deems proper and in the best interest of this L.L.C. in connection with the purchase and mortgage loan financing the described property.

In conjunction with the authority granted herein, the said Authorized Individual is hereby authorized and empowered to sign all Settlement Statements, Mortgages, Promissory Notes, and other security instruments of any kind in connection with the financing of the described property (each a "Security Document"), each Security Document to contain the applicable Louisiana security clauses that are usual and customary for that Security Document, including, without limitation, a confession of judgment, waiver of appraisal, pact de non alienando, and a provision providing that encumbered property may be disposed of at public or private sale with or without judicial proceedings, which instruments shall contain terms and conditions deemed appropriate in the sole discretion of Authorized Individual; and generally to do and perform any and all acts and sign any and all agreements, obligations, instruments, and other writings of any kind whatsoever required or requested by Lender and/or closing attorney in connection with the authorization granted herein.

The Member hereby authorizes The Authorized Individual generally to do and perform any and all acts and to sign any and all mortgages, notes, agreements, obligations, notices of assignment, notices of security interest, pledges, assignments, security agreements, financing statements and other instruments or writings of any kind whatsoever necessary or required by Lender in connection with the contemplated financing of the property described herein.

The Member agrees that The Authorized Individual is hereby authorized, empowered and directed to execute and deliver all instruments, documents, agreements and other writings authorized in this Unanimous Written Consent of Members and Certificate of Authority, upon such terms and conditions and in such form as The Authorized Individual in his sole and absolute discretion deems necessary, advisable, and proper. The L.L.C. and all members thereof shall be bound by all instruments, documents, agreements and other writings executed by The Authorized Individual.

The Member of the L.L.C. hereby approves, confirms and ratifies all prior sales, exchanges, partitions, leases, mortgages, promissory notes, pledge agreements, loan agreements, guarantees and all other acts entered into on behalf of the L.L.C. by any member or manager in conformity with the authority granted in this Unanimous Written Consent of Sole Member.

Lenders shall be entitled to rely on the authority granted therein to The Authorized Individual unless and until written instructions to the contrary signed by the Member are delivered to the Lender.

THUS DONE AND ADOPTED at Baton Rouge, LA, this \_\_\_\_\_ day of June, 2008.

Fames Allen Allred, IV, Sole Member

INSTRUMENT # 00708570 FILED AND RECORDED ASCENSION CLERK OF COURT 12:55:35 PM JUTHER. RECORDER CERTIFIED TRUE FROF 18-5871

## **CASH SALE**

STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 9th day of October, 2008;

DEPUTY CLERK SLIPPRT600

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared as Seller:

L. J. GREZAFFI, a resident of the lawful age of the Parish of Pointe Coupee, State of Louisiana, declaring herein that he is married to and living with Jude Robillard Grezaffi, herein selling his separate property, whose permanent mailing address is declared to be P. O. Box 692, New Roads, LA 70760;

who declared that for the price of One Million One Hundred Twenty-five Thousand Four Hundred Fifty and 00/100 (\$1,125,450.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, Seller does hereby sell and deliver, with full warranty of title and subrogation to all rights and actions of warranty Seller may have unto Buyer:

FABRICATED PIPE, INC., a Mississippi corporation, organized and domiciled in the State of Mississippi, authorized and doing business in the State of Louisiana, herein represented by Ronnie J. Polito, President, by virtue of a corporate resolution, the original of which is attached hereto and made a part hereof, whose permanent mailing address is declared to be 15881 Airline Highway, Suite 10, Baton Rouge, LA 70817;

who acknowledges delivery and possession of the following described property:

One (1) certain tract of parcel of land, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Section 50, T9S, R2E, Southeastern Land District, Ascension Parish, Louisiana, being designated as TRACT LJG-2-A-2, containing 25.01 acres on a map entitled "Map Showing Resubdivision of Tract LJG-2-A & Tract AWT, Formerly a Portion of the Colonial Sugars Property into Tracts LJG-2-A-1, LJG-2-A-2 & LJG-2-A-3, Located in Section 50, T9S-R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana for L. J. Grezaffi", prepared by Alvin Fairburn & Associates, LLC, Consulting Engineers, dated August 14, 2008 and recorded as Entry Number 705182 of the official records of Ascension Parish, Louisiana, and being subject to such servitudes and restrictions as are more particularly shown on said map.

The said property is sold, conveyed and accepted subject to any and all valid restrictions, servitudes, mineral conveyances and/or reservations of record affecting same, if any.

#### RESTRICTIONS

Property herein conveyed is specifically made subject to all of the restrictions contained in that certain "Act of Restrictions" recorded in the official records of Ascension Parish, Louisiana, on June 30, 2004, recorded as Instrument #00580005, a copy of which act has been delivered to Purchaser who acknowledges receipt thereof, although said restrictions did not originally purport to apply to said property. Excepted as provided hereinbelow, the restrictions contained in said Act shall apply to the property herein conveyed. Notwithstanding the foregoing, the following exceptions to the Act of Restrictions shall apply to the property herein conveyed:

- With respect to Restriction No. 2, the front exterior of buildings constructed on the property but which do not front on Industrial Drive, shall not be required to be constructed of brick, brick veneer, glass, stone, stucco or any combination thereof;
- With respect to Restriction No. 6, the parking area for vehicles parked at any building which fronts on Industrial Drive, shall not be required to be screened or fenced from the adjoining lot(s) and/or tract(s); and
- With respect to Restriction No. 10, small structures that are not permanently affixed to the ground shall be
- No building shall be located on the property nearer than 75 feet from the front property line (being that portion which fronts Industrial Drive)
- The Architectural Control Committee shall not unduly withhold additional requests of the Buyer.

## MINERAL RESERVATION

Seller herein reserves unto himself, his successors and/or assigns, fifty percent (50%) of the oil, gas and hydrocarbon minerals and mineral rights presently owned by Seller in, on, under, and that may be produced from the Subject Property, but Purchaser shall have unrestricted use and occupancy of the surface of said property and the seismic operations revenue shall be divided equally (50% to Seller and 50% to Purchaser). The mineral servitude created herein shall be interrupted and/or suspended, as the case may be, as to the entirety of the tract burdened by the servitude, as follows, to-wit:

by drilling on and/or production from any well or wells located on any portion of the surface a. of any of the property affected by the said servitudes, however small that portion may be, or by the drilling and/or production from any well located off the said property but located within a unit established by the commissioner of conservation of the State of Louisiana, or b.

by a declared unit, any of which units include any portion of said property, or by a declared unit, any of which units include any portion of said property.

The property is sold "AS IS, WHERE IS" without any warranties, whatsoever as to the fitness or condition, whether expressed or implied, and Buyer expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render its use so inconvenient or imperfect that Buyer would not have purchased it



had he known of the vice or defect) provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code art. 2520 et seq. with respect to Seller's warranty against latent or hidden defects of the property sold, or any other applicable law, not even for a return of the purchase price. Buyer forfeits the right to avoid the sale or reduce the purchase price on the account of some hidden or latent vice or defect in the property sold. Seller expressly subrogates Buyer to all rights, claims, and causes of action Seller may have arising from or relating to any hidden or latent defects in the property. This provision has been called to the attention to the Buyer and fully explained to the Buyer and Buyer acknowledges that he has read and understands this waiver of all expressed or implied warranties and accepts the property without any expressed or implied warranties.

To have and to hold said property unto Buyer, Buyer's heirs, successors and assigns, forever.

All parties signing the within instrument, either as parties or as witnesses, have declared themselves to be of full legal capacity.

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

The production of mortgage, conveyance and/or tax certificates are dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been prorated as of the date of sale.

THUS DONE AND SIGNED at my office in the City of Baton Rouge, State of Louisiana, on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

Kristina L. Guillo

BINGHAM M. STEWART **BARROLL #12465 NOTARY ID #32573** 

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FILED AND RECORDED
ASCENSION CLERK OF COURT
2008 DEC 17 09:54:27 AM
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DEPUTY CLERK & RECORDER

STATE OF LOUISIANA PARISH OF ASCENSION

CERTIFIED TRUE COPY BY

### **ACT OF CASH SALE**

DEPUTY CLERK

BEIT KNOWN, that on this 15<sup>TH</sup> day of December, 2008, before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

L. J. GREZAFFI, d/b/a L.J.G. LAND COMPANY (SSN: XXX-XX-5651), a person of the full age of majority and a resident of the Parish of Pointe Coupee, State of Louisiana, who declared under oath to me, Notary, the he has been married but once and then to Jude Robillard Grezaffi, with whom is presently living with and residing but from whom he is separate in property by virtue of a Judgment of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995 in the proceedings bearing number 29,817 on the docket of said court, a certified copy of which is filed and recorded under File Number 473925 of the records of Ascension Parish, Louisiana and whose mailing address is P.O. Box 692, New Roads, Louisiana 70760; (hereafter referred to as "SELLER");

who declared that for the price of FOUR HUNDRED SIXTY EIGHT THOUSAND AND NO/100 (\$468,000.00) 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:

CORNERSTONE DEVELOPMENT OF ASCENSION, L.L.C. (TIN: XX-XXX7528), a Louisiana Limited Liability Company, duly authorized and doing business the Parish of Ascension, State of Louisiana, represented herein by its duly authorized members, HUEY M. BEASON, JR. and ROBBIE K. FENN, by virtue of a Certification of Authority to Act, a copy of which is attached hereto and made a part hereof, whose mailing address is declared to be 16176 Tara Drive, Prairieville, Louisiana 70769; (hereafter referred to jointly as "PURCHASER");

the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER acknowledges:

A certain tract or parcel of ground together with all buildings and improvements situated thereon, located in Section 50, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, shown more clearly on a map of plan of survey prepared by Wilfred J. Fontenot, P.L.S., dated October 8, 2003 and entitled "Final Plat of Lots 1-17 & Tract "X", and Tract "Y", Ascension Commercial Park Formerly Known as the Borden Chemical & Plastics Lands a 161.581 Acre Tract of Land Located in Section 50, T9S-R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana for L. J. Grezaffi, D.B.A. L. J. G. Land Company, L.L.C", a copy of which was approved by Chester Martin, Chairman of Ascension Parish Planning Commission on November 19, 2003, and recorded for record on November 21, 2003 at COB File Number 562318 of the official records of Ascension Parish, Louisiana. Said lot being designated as Lot 16 containing 6.24 acres and being described in accordance with the above map of plan of survey containing such bearings and dimensions and being subject to such servitudes and set-back lines as shown more clearly thereon.

The above described property is subject to a certain Act of Restrictions executed by L. J. Grezaffi recorded on June 30, 2004 at COB Instrument No. 00580005 of the official records of Ascension Parish, Louisiana.



The above described property is sold "as is, where is" without any warranties whatsoever as to fitness or condition, whether expressed or implied, and Buyer expressly waives the warranty of fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render its use so inconvenient or imperfect that Buyer would not have purchased it had he known of the vice or defect) provided by law in Louisiana, more specifically that warranty imposed by Louisiana Civil Code Art. 2520, et seq., with respect to Seller's warranty against latent or hidden defects of the property sold, or any other applicable law, not even for a return of the purchase price. Buyer forfeits the right to avoid the sale or reduce the purchase price on account of some hidden or latent vice or defect in the property sold. Seller expressly subrogates Buyer to all rights, claims and causes of action Seller may have arising from or relating to any hidden or latent defects in the property. This provision has been called to the attention of the Buyer and fully explained to the Buyer, and the Buyer acknowledges that he has read and understands this waiver of all express or implied warranties and accepts the property without any express or implied warranties

Seller reserves all of the oil, gas and other minerals in, on and under the land conveyed herein, but agrees that the surface of the land shall not be used for the exploration for or development of any mineral.

Taxes for the current year will be pro-rated.

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.

The above recited consideration is agreed upon price by Seller and Purchaser. The recited consideration does not reflect any applicable discounts or reductions in price based on other considerations.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the PURCHASER, PURCHASER's heirs and assigns shall have and hold the described property in full ownership forever.

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

THUS DONE AND PASSED at Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the date hereinabove written, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

L.J. GREZAFFI, d/b/a L.J.G. LAND
COMPANY (SELLER)

BY: L.J. GREZAFFI, d/b/a L.J.G. LAND
COMPANY (SELLER)

CORNERSTONE DEVELOPMENT OF
ASCENSION, L.L.C. (PURCHASER)

BY: HUELW. BEASON, JR., Duly Authorized

BY: ROBBIE K. FENN, Duly Authorized

DWIGHT D. POIRRIER, NOTARY PUBLIC
BAR ROLL #20570

Dwight D. Poirrier, Notary Public Bar Roll #20570 Commissioned for Life END OF DOCUMENT APCC

STATE OF LOUISIANA PARISH OF ASCENSION

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Appearer

Nota

Print Name

Bar Roll # or Notary I.D

Public

JOHN WAYNE JEWELL

LA. BAR ROLL NO. 7265

2009

## RIGHT-OF-WAY INSTRUMENT ENTERGY GULF STATES LOUISIANA.

KNOW ALL MEN BY THESE PRESENTS THAT: L.J.G. LAND COMPANY, LILED, Inches of the property of the company of the c Luke Joseph Grezaffi, its Manager, Grantor(s), whose permanent mailing address is 143 East Main Street, Suite 4, New Roads, LA 70760, acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of One Deltar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, which is hereby grant, assign, convey unto and warrant and defend Entergy Gulf States Louisiana, L L C., whose permanent mailing address for purposes of this document is 5755 Choctaw Drive, Baton Rouge, LA 70805 and its successors and assigns, collectively "Grantee", a non-exclusive right-of-way, servitude and easement fifteen (15') and thirty (30') feet in width for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of overhead electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, steel poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the Parish of Ascension, State of Louisiana described as follows, to-wit.

A certain piece or portion of ground situated in the State of Louisiana in SECTION 50, TOWNSHIP 9 SOUTH, RANGE 2 EAST and designated as Ascension Commerce Center.

The location of the right-of-way and servitude herein granted is more clearly shown, indicated or delineated in red on a drawing by Hydro Consultants, inc dated April 16, 2009 and revised April 27, 2009, a copy of which is attached hereto and made a part hereof, and the right to attach wires and cables of any other party to Grantee's facilities

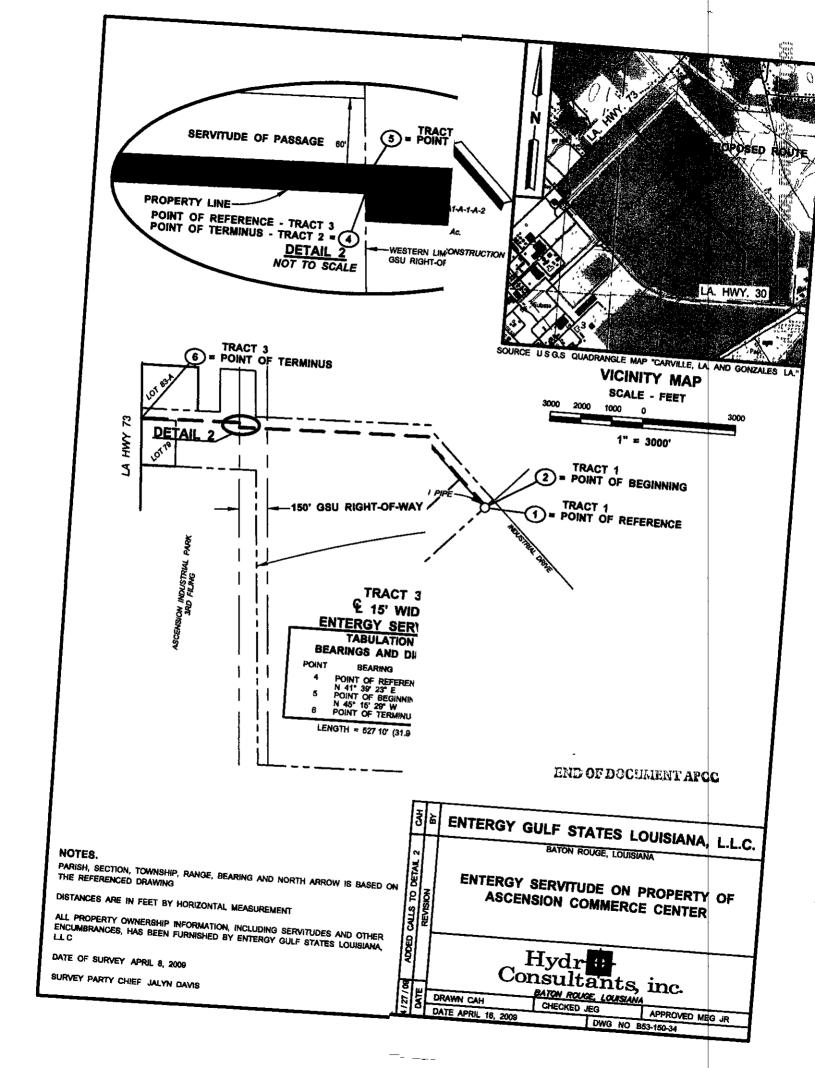
Grantee shall have the right of ingress and egress to and from said right-of-way only from the terminal ends thereof, or from any adjacent or intersecting public street or public road right-of-way. Said rights of ingress and egress shall be restricted to Grantee's employees, agents, servants, contractors and business invites for the sole and only purpose of constructing, operating, maintaining, altering, replacing, repairing and/or removing the facilities herein authorized.

Grantee agrees to indemnify and save Grantor harmless from any loss, cost, expense (including attorney's fees) or damage (including damage to property or injury to or death of persons) arising out of or attributable to the construction, operation or maintenance of Grantee's facilities

Grantee shall have the full and continuing right to clear and keep clear vegetation within or growing into said right-of-way and the further right to remove or modify from time to time trees, limbs, and/or vegetation outside the said right of way which the Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable

service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry
Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) & future parish road and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code
IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this
WITNESSES. GRANTOR L J.G. Land Company, L.L.C
Sign) Jude Q. Dregall. Bo Super Fred Great
Print) Luke (oseph Grezafti) Manager
Print) Vicki S Marshall
Print) Vicki S Marshall
ACKNOWLEDGMENT
STATE OF LOUISIANA PARISH OF <b>Pointe Cousee</b>
BEFORE ME, the undersigned notary, personally came and appeared Vieti S. marshell, who being
irst sworn, did depose and say that he/she signed the foregoing instrument as a witness in the presence of Grantor, and another absorbing witness, all of whom signed in my presence, each signing in the presence of all the others, and that all of said signatures
hereto are genuine and correct

Sworn to and subscribed before me this



INSTRUMENT # 00733916
FILED AND RECORDED
ASCENSION CLERK OF COURT
2009 OCT 07 11:12:01 AM
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DEPUTY CLIERK & RECORDER

CERTIFIED TRUE COPY BY

STATE OF LOUISIANA

PARISH OF LINCOLN

DEPUTY CLERK SLIPPRTO2 100

## ACT OF CASH SALE

BE IT KNOWN AND REMEMBERED, that on the dates hereinafter written, before the undersigned Notaries Public, and in the presence of the undersigned legal and competent witnesses, personally came and appeared:

LUKE J. GREZAFFI d/b/a L.J.G. LAND COMPANY (SS#:xxx-xx-5651), husband of Jude R. Grezaffi, with whom he is living and residing, but from whom he is separate in property, contracting and dealing herein with his separate and paraphernal property, specifically declaring and acknowledging that said property does not comprise a part of the community of acquets and gains existing between himself and the said Jude R. Grezaffi, a person of the full age of majority, a resident of and whose mailing address is P.O. BOX 692, NEW ROADS, LA 70760, hereinafter sometimes referred to as "VENDOR",

who declared as follows, to-wit:

For and in consideration of the sum of FIVE HUNDRED SIXTY SEVEN THOUSAND FOUR HUNDRED SEVENTY SEVEN AND NO/100THS (\$567,477.00) DOLLARS DOLLARS, cash in hand paid, the receipt and sufficiency whereof is hereby acknowledged, VENDOR does by these presents grant, bargain, sell, convey, and deliver with limited warranty of title, but with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, with VENDORS warranty of title being limited to VENDORS own acts, but no further, unto:

JPS EQUIPMENT, LLC (TIN#:xx-xxx9646),a Louisiana Limited Liability Company, represented herein by its duly authorized manager, K. PAUL BULLOCK, whose present mailing address is 370 TREMONT DRIVE, RUSTON, LA 71270, hereinafter sometimes referred to as "VENDEE",

a tract of land in Ascension Parish, Louisiana, together with all improvements and appurtenances thereunto belonging, known and described as follows, to-wit:

Lot 12 of Ascension Commercial Park, a subdivision of Ascension Parish, Louisiana, pursuant to the plat and restrictions thereof, on file and of record in the Office of the Clerk of Court of Ascension Parish, Louisiana, which said Lot comprises 5.79 acres lying and being situated in Section 50, Township 9 South, Range 2 East, Ascension Parish, Louisiana, all as per plat prepared by Alvin Fairburn & Associates, LLC, dated October 8, 2003, as recorded in the Conveyance Records of the Clerk of Court of Ascension Parish, Louisiana.

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VENDEE hereby acknowledges and recognizes that this is a sale of property in its "AS IS" condition, and accordingly, VENDEE hereby relieves and releases VENDOR and all previous owners from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., or for reduction of the purchase price pursuant to Louisiana Civil Code Articles 2541, et seq. VENDEE acknowledges that Louisiana redhibition law enables the VENDEE to hold the VENDOR responsible for any obvious or hidden defects in the property existing on the act of sale date, and that VENDEE is hereby waiving that right.

I have read, understand and agree to be bound by the above waiver of warranty.

JPS EQUIPMENT, LLC
BY: K. PAUL BULLOCK

The parties to this act declare that they dispense with the production of any Certificate of Mortgages required by the Civil Code of the State of Louisiana, and exonerate the undersigned Notaries from any liability in the premises.

Taxes for the years 2006, 2007 and 2008 have been paid in full. Taxes for 2009 shall be prorated.

THUS DONE AND SIGNED by LUKE J. GREZAFFI d/b/a L.J.G. LAND COMPANY, VENDOR, on this 2nd day of October, 2009, before me, Notary, and the undersigned legal and competent witnesses, after due reading of the whole.

WITNESSES:

LUKE J. GREZAFFI d/b/a L.J.G. LAND

COMPANY

ERIKA ROGERS

VICKY SCHEXNAYDER

NOTALL PUBLIC

Bar Roll/Notary No.\_\_

Stephen P. Jewell NOTARY PUBLIC

La. Bar Roll No. 23146 My Commission is for Life.

STATE OF FOOISIVIAY	·
PARISH OF Lincoln	
THUS DONE AND SIGNED by JPS	EQUIPMENT, LLC, VENDEE, on this Loth day of
October, 2009, before me, Notary,	and the undersigned legal and competent witnesses, after
due reading of the whole.	
WITNESSES:	JPS EQUIPMENT, LLC
Christia Bennett	BY: Haufmun
Christian Bennett	K. Paul Bullock
Latechia Pruit	

Ryan Madden, Notary Public Lincoln Parish, Louisiana My Commission is for life Bar Roll No. 26078

NOTARY PUBLIC Print Name/ Bar Roll/Notary No.

INSTRUMENT # 00743584 FILED AND RECORDED ASCENSION CLERK OF COURT 2010 MAR 12 COB\_\_\_\_\_MOB 02:28:47 PM

# WRITTEN CONSENT TO RESUBDIVISION CERTIFIED TRUE COPY BY

STATE OF LOUISIANA

DEPUTY CLERK SUIPPRIGO:2

PARISH OF ASCENSION

BE IT KNOWN, that on this //dh day of March, 2010, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, in the presence of the undersigned competent witnesses, personally came and appeared:

L. J. GREZAFFI, a resident of the lawful age of the Parish of Pointe Coupee Parish, Louisiana, whose mailing address is Post Office Box 692, New Roads, Louisiana 70760; and

JUDE R. GREZAFFI, a resident of the lawful age of the Parish of Pointe Coupee, State of Louisiana; whose mailing address is Post Office Box 692, New Roads, Louisiana 70760;

(hereinafter referred to collectively as "Appearer"), who declared as follows:

Appearers are all of the members of the Architectural Control Committee (the "Committee") for Ascension commercial Park (the "Subdivision") and are designated as such in the Act of Restrictions recorded October 30, 2003, as Instrument #560587, and the Act of Restrictions recorded June 30, 2004, as Instrument #580005 of the official records of the Clerk and Recorder for Ascension Parish, Louisiana (collectively, the "Restrictions").

The Restrictions prohibit resubdivision of lots in the Subdivision without the written consent of the Committee.

Louisiana Municipal Supply Co., Inc., the owner of Dot 5, Ascension Commercial Park, Ascension Parish, Louisiana has requested permission from the Committee to resubdivide the rear portion of said Lot 5, Ascension Commercial Park, so that Industrial Municipal Supply Co., Inc. can construct a second building on said lot.

NOW, THEREFORE, the Committee hereby agrees and consents to the subdivision of Lot 5, Ascension Commercial Park, Ascension Parish, Louisiana so that Industrial Municipal Supply Co., Inc. can construct a second building on said lot.

THUS DONE AND SIGNED, in Gonzales, Louisiana, on the day, month and year first above written, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

WITNESSES

Morris

Vicki S. Marshall

ID#57293

END OF DOCUMENT APCC

CASH SALE

STATE OF LOUISIANA

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On the 11th day of March, 2010 Breaut

before the undersigned Notary Public, duly commissioned and qualified IFIED TRUE COPY BY

and in the presence of the subscribing witnesses, personally came and appeared: CLIRK

SEIPHRIGUZ

L. J. GREZAFFI d/b/a L. J. G Land Company (SSN: XXX-XX-5651), married to and living with Jude Robillard Grezaffi, born Robillard, but with whom he is separate in property by virtue of a Judgment of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995, in the proceedings bearing Number 29,817 on the docket of that court, a certified copy of which is recorded at File No. 473925 of the official records of Ascension Parish, Louisiana; a resident of and domiciled in the Parish of Pointe Coupee, State of Louisiana; whose mailing address is declared to be Post Office Box 692, New Roads, LA 70760;

herein called SELLER, who declared that for the price of <u>THREE HUNDRED SIXTYTWO THOUSAND ONE HUNDRED FIFTY NINE AND 00/100-------(\$362,159.00)-----</u> DOLLARS, receipt of the equivalent of which is hereby acknowledged, SELLER hereby sells and delivers with limited warranty of title and subrogation to all rights and actions of warranty SELLER may have, said warranty of title being limited to Seller's own actions but no further, unto:

INDUSTRIAL MUNICIPAL SUPPLY CO., INC. (TIN: XX-XXX4315), a Louisiana corporation authorized to do and doing business in the Parish of Ascension, State of Louisiana; represented herein by its duly authorized officer, Ooly T. LeJeune and Brian Elrod, by virtue of a corporate resolution, a copy of which is attached hereto and made a part hereof; whose mailing address is declared to be P. O. Box 1656, Gonzales, LA 70707-1656;

herein called BUYER, the following described property, the possession and delivery of which BUYER acknowledges:

One (1) certain piece or portion of ground, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, State of Louisiana, situated in Section 50, T9S-R2E, Parish of Ascension, State of Louisiana, designated as LOT 5, containing 3.88 ac. more or less, ASCENSION COMMERCIAL PARK, as more fully shown on the map or plan of survey prepared by Alvin Fairburn & Associates, LLC, dated October 8, 2003, entitled "Final Plat of Lots 1-17 & Tract "X" & Tract "Y", Ascension Commercial Park, Formerly Known as the Borden Chemical & Plastics Lands, a 161.581 "Y", Ascension Commercial Park, Formerly Known as the Borden Chemical & Plastics Lands, a 161.581 Acre Tract of Land Located in Section 50, T9S-R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana for L. J. Grezaffi, D.B.A. L. J. G. Land Company, L.L.C.", a copy of which is recorded at File No. 562318 of the official records of Ascension Parish, Louisiana. Said Lot 5 is described as having such measurements and dimensions and being subject to such servitudes and building lines as shown by reference to said map.

SELLER hereby specifically reserves to itself, his heirs, successors and assigns, and excepts from this transfer all of the oil, gas and other minerals, in, under and which may be produced from the property herein conveyed, it being understood, however that SELLER his heirs, successors and assigns, shall have the right to produce oil, gas and other minerals in, under and from the property herein conveyed by the use of directional drilling methods only, and thus SELLER hereby waives any and all surface rights over the conveyed property.

The property is sold "as is-where is" without any warranties whatsoever as to fitness or condition, whether express or implied, and BUYER expressly waived the warranty of fitness and the guarantee against hidden or latent vices (defects in the property aold which render it useless or render it use so inconvenience or imperfect that BUYER would not have purchased it had it known of the vices or defects) provided by law in Louisiana, more specifically, the warranty imposed by Louisiana Civil Code Art. 2520 et seq. with respect to SELLER'S warrant against latent or hidden defects of the property sold, or any other applicable law, not even for a return of the purchase price. BUYER forfeits the right to void the sale or reduce the purchase price on account of some hidden or latent vice or defect in the property sold. SELLER express subrogates BUYER to all rights, claims and causes of action SELLER may have arising from or relating to any hidden defects in the property. The provision has been called to the attention of the BUYER and fully explained to BUYER, and the BUYER acknowledges that is has read and understands this waiver of all express or implied warranties and accepts the property without any express or implied warranties.

Taxes for the current year will be Pro-rated .

All parties signing the within instrument have declared themselves to be of fully legal capacity.

All agreements and stipulations herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

Done and signed by the parties on the date set out above, at my office in <u>Gonzales</u>, Louisiana, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary.

d/ L. J. G. Land Company

INDUSTRIAL MUNICIPAL SUPPLY CO., INC.

NOTARY PUBLIC ERIN WILEY LANO

BAR ROLL NO.: 28651

EXCERPT FROM THE MINUTES OF A BOARD OF DIRECTORS MEETING OF INDUSTRIAL MUNICIPAL SUPPLY CO., INC.

A meeting of the Board of Directors of INDUSTRIAL MUNICIPAL SUPPLY CO., INC., was

held on the 11th day of March, 2010.

"Upon motion duly made, seconded and unanimously carried, the following resolutions were

adopted:

BE IT RESOLVED that Ooly T. Le Jeune and Brian Elrod, (hereinafter referred to as "officers")

be and they are hereby authorized and empowered for and on behalf of the corporation to borrow money

for the corporation in such amounts and payable in such a manner and bearing such interest rates as they

may determine proper. In connection with the authority herein granted, they are authorized and

empowered to mortgage any of the property owned by the corporation in the State of Louisiana, to secure

any loan, such acts of mortgage to contain all of the usual and customary clauses contained in mortgage

instruments in Louisiana, including the confession of judgment, waiver of appraisement, and the pact  $\underline{de}$ 

non alienando.

BE IT FURTHER RESOLVED that the above named officers be and they are hereby authorized

and empowered for and on behalf of the corporation to buy, sell, lease or otherwise alienate any and all

types of property, real, personal, or mixed, purchased by, sold to or owned by the corporation in the State

of Louisiana, and to execute any and all contracts containing and upon such terms and conditions as they

may determine fit and proper, the corporation hereby ratifying all prior sales, purchases and contracts

made on behalf of the corporation by them.

BE IT FURTHER RESOLVED the above named officers be and they are hereby authorized and

empowered on behalf of the corporation to sign any leases, acts of sale, acts of mortgage, acts of sale with

mortgage, acts of assumption of mortgage, contracts, promissory notes and any other documents necessary

to carry out the authority granted in this resolution."

**CERTIFICATE** 

I hereby certify that the above and foregoing is a true and correct copy of an Excerpt of the

Minutes of the Board of Directors Meeting of INDUSTRIAL MUNICIPAL SUPPLY CO., INC. held on

the 11th day of March, 2010, which all directors consented to the action taken herein.

Loy I Le glune SECRETARY-TREASURER

INSTRUMENT # 00743584 FILED AND RECORDED ASCENSION CLERK OF COURT 2010 MAR 12 COB\_\_\_\_\_MOB 02:28:47 PM

# WRITTEN CONSENT TO RESUBDIVISION CERTIFIED TRUE COPY BY

STATE OF LOUISIANA

DEPUTY CLERK SUIPPRIGO:2

PARISH OF ASCENSION

BE IT KNOWN, that on this //dh day of March, 2010, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, in the presence of the undersigned competent witnesses, personally came and appeared:

L. J. GREZAFFI, a resident of the lawful age of the Parish of Pointe Coupee Parish, Louisiana, whose mailing address is Post Office Box 692, New Roads, Louisiana 70760; and

JUDE R. GREZAFFI, a resident of the lawful age of the Parish of Pointe Coupee, State of Louisiana; whose mailing address is Post Office Box 692, New Roads, Louisiana 70760;

(hereinafter referred to collectively as "Appearer"), who declared as follows:

Appearers are all of the members of the Architectural Control Committee (the "Committee") for Ascension commercial Park (the "Subdivision") and are designated as such in the Act of Restrictions recorded October 30, 2003, as Instrument #560587, and the Act of Restrictions recorded June 30, 2004, as Instrument #580005 of the official records of the Clerk and Recorder for Ascension Parish, Louisiana (collectively, the "Restrictions").

The Restrictions prohibit resubdivision of lots in the Subdivision without the written consent of the Committee.

Louisiana Municipal Supply Co., Inc., the owner of Dot 5, Ascension Commercial Park, Ascension Parish, Louisiana has requested permission from the Committee to resubdivide the rear portion of said Lot 5, Ascension Commercial Park, so that Industrial Municipal Supply Co., Inc. can construct a second building on said lot.

NOW, THEREFORE, the Committee hereby agrees and consents to the subdivision of Lot 5, Ascension Commercial Park, Ascension Parish, Louisiana so that Industrial Municipal Supply Co., Inc. can construct a second building on said lot.

THUS DONE AND SIGNED, in Gonzales, Louisiana, on the day, month and year first above written, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

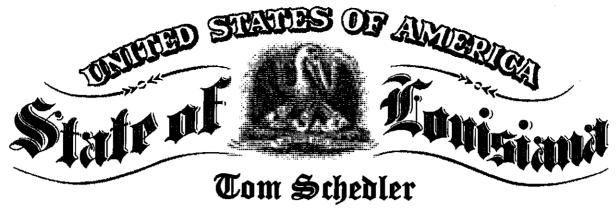
WITNESSES

Morris

Vicki S. Marshall

ID#57293

END OF DOCUMENT APCC



SECRETARY OF STATE

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

a copy of the Articles of Organization and Initial Report of

**ASCENSION COMMERCE CENTER, L.L.C.** 

Domiciled at NEW ROADS, LOUISIANA,

Was filed and recorded in this Office on November 23, 2011,

And all fees having been paid as required by law, the limited liability company is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 22.

100 INSTRUMENT # 00786731 FILED AND RECORDED ASCENSION CLERK OF COURT 2011 NOV 30 08:53:58 AM COB\_\_\_MOB\_\_\_OTHER.

DEPUTY CLERK & RECORDER ()

CERTIFIED TRUE COPY BY

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

November 23, 2011

Certificate ID: 10221298#4PK73

To validate this certificate, visit the following web site, go to Commercial Division, Certificate Validation, then follow the instructions displayed.

www.sos.louisiana.gov

Surstary of State KGP 4067279

Page 1 of 1 on 11/23/2011 1:14:32 PM

# Tom Schedler SECRETARY OF STATE

State of Louisiana Secretary of State



COMMERCIAL DIVISION 225.925.4704

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

November 23, 2011

The attached document of ASCENSION COMMERCE CENTER, L.L.C. was received and filed on November 23, 2011.

KGP 40672797K

# ARTICLES OF ORGANIZATION OF ASCENSION COMMERCE CENTER, L.L.C.

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

BE IT KNOWN, that on this 22nd day of November, 2011, before me, a Notary Public, duly commissioned and qualified in and for the Parish of Pointe Coupee, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

#### L. J. GREZAFFI

who, acting pursuant to the Limited Liability Company Law of Louisiana, La. R.S. 12:1301, et seq., does hereby organize a Limited Liability Company by adopting the following Articles of Organization, to-wit:

#### ARTICLE I

The name of this Limited Liability Company is ASCENSION COMMERCE CENTER, L.L.C. (sometimes hereinafter called "the Company").

#### ARTICLE II

The Company's purpose is to engage in any lawful activity for which limited liability companies may be formed under the Louisiana Limited Liability Company Law, La. R.S. 12:1301, et seq.

#### ARTICLE III

Each member of the Company shall have one vote for each percentage interest he or she owns in the Company.

#### ARTICLE IV

Unless otherwise agreed to in writing by the members of the Company, profits and losses of the Company shall be distributed to each member in proportion to his or her ownership interest in the Company.

#### ARTICLE V

The Company shall have at least one (1) manager. The initial manager shall be L. J. Grezaffi. Each manager shall have full authority, acting alone and independently from any other

managers, to manage the business and act on behalf of the Company in all respects.

#### ARTICLE VI

Persons dealing with the Company may rely upon a certificate of L. J. Grezaffi, or any other manager of the Company, to establish the membership of any member, the authenticity of any records of the Company, or the authority of any person (including himself) to act on behalf of the Company, including, without limitation, the authority to take the actions referred to in La. R.S. 12:1318(B).

#### ARTICLE VII

Each member and manager of the Company claims the benefits of limitation of liability under the provisions of La. R.S. 12:1314 and 12:1315 to the fullest extent allowed by law as fully and completely as though said provisions were recited in full herein.

#### ARTICLE VIII

Each member and manager of the Company shall be fully indemnified by the Company for any judgments, settlements, penalties, fines, or expenses incurred because he or she is or was a member or manager of the Company. It is the intent of this provision to afford the members and managers of the Company the fullest and most complete rights of indemnification allowed by law, including but not limited to La. R.S. 12:1315, as though said statute were recited in full herein.

THUS DONE AND SIGNED in the City of New Roads, Parish and State aforesaid, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the organizer and me, said Notary, the day, month and year first above written.

WITTNESSES.

ERIKA/ROGERS

BALLYSAITAN

L. J. Grezalfi

Stephen P. Jewell

La. Bar Roll No. 23146

NOTARY PUBLIC

# INITIAL REPORT OF ASCENSION COMMERCE CENTER, L.L.C.

STATE OF LOUISIANA PARISH OF POINTE COUPEE

BE IT KNOWN, that on this 22nd day of November, 2011, before me, a Notary Public, duly commissioned and qualified in and for the Parish of Pointe Coupee, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

#### L. J. GREZAFFI

who, pursuant to La. R.S. 12:1305(E), does hereby submit the Initial Report of ASCENSION COMMERCE CENTER, L.L.C., as follows:

- 1. The name of this Limited Liability Company is ASCENSION COMMERCE CENTER, L.L.C.
- 2. The location and municipal address of the Limited Liability Company's registered office is:

143 East Main Street, Suite 6 P. O. Box 692 New Roads, Louisiana 70760

3. The full name and municipal address of the Limited Liability Company's registered agent is:

L. J. Grezaffi 143 East Main Street, Suite 6 P. O. Box 692 New Roads, Louisiana 70760

4. The name and municipal address of the initial member of the Limited Liability Company is:

L. J. Grezaffi 143 East Main Street, Suite 6 P. O. Box 692 New Roads, Louisiana 70760

5. The name and municipal address of the initial manager of the Limited Liability Company is:

L. J. Grezaffi 143 East Main Street, Suite 6 P. O. Box 692 New Roads, Louisiana 70760 THUS DONE AND SIGNED in the City of New Roads, Parish and State aforesaid, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the organizer and me, said Notary, the day, month and year first above written.

WITNESSES:

ERIKA ROGERS

SALLY SAIZAN

L. J. Grezalfi

Stephen P ewell

La. Bar Roll No. 23146

NOTARY PUBLIC

# REGISTERED AGENT'S AFFIDAVIT OF ACKNOWLEDGEMENT AND ACCEPTANCE

STATE OF LOUISIANA

PARISH OF POINTE COUPER

I hereby acknowledge and accept the appointment of registered agent for and on behalf of ASCENSION COMMERCE CENTER, L.L.C., a Limited Liability Company.

L. J. Gregaffi

SWORN TO AND SUBSCRIBED before me this 22nd day of November, 2011, at New Roads, Louisiana.

Stephen P Jewell

La. Bar Koll No. 23146

NOTARY PUBLIC

INSTRUMENT # 00786732 (C Q FILED AND RECORDED ASCENSION CLERK OF COURT 2011 NOV 30 08:54:33 AM COB OTHER

### **CAPITAL CONTRIBUTION**

HOOY GENERALE

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

CERTIFIED TRUE COPY BY

BE IT KNOWN that on this 28th day of November, 2011, before the indersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

L. J. GREZAFFI (ss#xxx-xx-5651), d/b/a LJG Land Company, husband of Jude Robillard Grezaffi, born Robillard, with whom he resides, but from whom he is separate in property by virtue of a judgment of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, rendered and signed on May 22, 1995 in the proceedings bearing Number 29,817 on the docket of said court, a certified copy of which is filed and recorded under File Number 473925 of the records of Ascension Parish, Louisiana; he being domiciled in Pointe Coupee Parish, Louisiana, mailing address: P. O. Box 692, New Roads, LA 70760;

hereinafter referred to as "Transferor"; who declared that he does by these presents hereby grant, bargain, exchange, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which they have or may have against all preceding owners, vendors, possessors and grantors, unto:

ASCENSION COMMERCE CENTER, L.L.C., a limited liability company organized under the laws of the State of Louisiana, domiciled in Pointe Coupee Parish, Louisiana, mailing address: P. O. Box 692, New Roads, LA 70760; represented herein by its duly authorized manager, L. J. Grezaffi;

hereinafter referred to as "Transferee", here present, accepting for itself, its successors and assigns, and acknowledging due delivery and possession of the following described property, to-wit:

T.

MOUNT HOUMAS PLANTATION: A certain tract or parcel of ground, together with all the buildings and improvements thereon and all the rights, ways, servitudes, advantages, privileges and appurtenances thereunto belonging or in anywise appertaining, containing 534.36 acres, more or less, situated in Ascension Parish, Louisiana, in Section 50, Township 9 South, Range 2 East, and being part of Mount Houmas Plantation shown on a map made by J. C. Waties, C.E., dated June, 1948, revised by J. N. Troxclair on February 29, 1960, and bearing notation of revisions in 1960, 1961, 1962, 1970 and 1980, as a portion of Mount Houmas Plantation, Southeastern Land District of Louisiana, East of the Mississippi River, in Ascension Parish, Louisiana, said portion of Mount Houmas Plantation being more particularly described in accordance with a survey made by James M. Theriot, dated February 17, 1976, a copy of which is on file and of record, as follows:

Commence at the intersection of the northwest corner of the Borden, Inc. Property and the southeastern line of La. Highway 73 right of way marked with a concrete monument with brass disc for the POINT OF BEGINNING; thence along the La. 73 Highway right of way North 40 degrees 34 minutes 40 seconds East a distance of 621.19 feet; North 42 degrees 01 minutes 25 seconds East a distance of 940.61 feet; North 42 degrees 11 minutes 04 seconds East a distance of 947.59 feet; North 42 degrees 25 minutes 58 seconds East a distance of 172.59 feet; North 43 degrees 08 minutes 11 seconds East a distance of 647.01 feet; and North 42 degrees 08 minutes 00 seconds East a distance of 144.84 feet to point and corner on the property line of property owned now or formerly by Gulf States Utilities Company; thence South 47 degrees 09 minutes 52 seconds East a distance of 2,341.21 feet to a point; thence South 42 degrees 26 minutes 59 seconds East a distance of 4,068.26 feet to a point and corner; thence South 1 degree 02 minutes 37 seconds East a distance of 2,255.99 feet to point and corner on the south right of way line of La. Highway 30; thence South 89 degrees 08 minutes 32 seconds West along the north line of La. Highway 30 right of way a distance of 2,457.56 feet to a concrete monument with a brass disc and corner; thence North 45 degrees 26 minutes 12 seconds West a distance of 6,137.18 feet to the POINT OF BEGINNING.

TOGETHER WITH all right, title and interest Transferor may have in and to any rights of way adjoining the above property.

Being the same property acquired by L. J. Grezaffi from the Succession of H. Taylor Morrissette and Vaughan Inge Morrissette by act of sale dated November 15 and 20, 1996, filed and recorded under File No. 382378 of Conveyance Book 568, records of Ascension Parish, Louisiana.

<u>SUBJECT TO</u>: All valid and unprescribed easements, rights-of-way, servitudes, restrictions, mineral leases and reservations of record and affecting the above-described property.

<u>LESS AND EXCEPT THEREFROM</u>: All lots, parcels, tracts and/or other portions of the hereinabove described property previously sold or otherwise conveyed by Transferor.

II.

A certain tract of land, together with all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, and with all buildings and improvements thereon, situated in Section 50, Township 9 South, Range 2 East, Southeastern Land District of Louisiana, Ascension Parish, Louisiana, which tract of land is more fully described according to that certain plat of survey made by James M. Theriot, P.L.S., dated August 16, 1996, revised September 9, 1996, entitled "ALTA/ACSM Land Title Survey for 161.5528 acre Borden, Inc. Tract - Site 236 - B & C Site No. 95770-236 Based on Title Report/Commitment No. 5278 of Lawyers Title Insurance Corporation Bearing an Effective Date of 8/1/1996", a certified copy of which plat being filed and recorded under File No. 404156 of Conveyance Book 588, records of Ascension Parish, Louisiana, to which plat reference is herewith made for greater certainty of description. Said tract of land is more fully described according to the aforementioned plat of survey as follows: Commence at an iron axle located on the southerly right-of-way line of Louisiana State Highway No. 30, also being the northerly property line of Uniroyal, or assigns; thence South 47° 11' 29" East 1,139.95 feet along said right-of-way line to a concrete monument with a brass disk at the common property corner between Uniroyal, Wyandotte Chemicals, and Borden, Inc.; thence North 73° 15' 30" East 116.60 feet along the southerly right-of-way line of Louisiana State Highway No. 30 to a point and corner; thence continuing along said right-of-way line 1,542.40 feet along the arc of a curve to the left with a radius of 2,924.79 feet, the long chord of which bears South 75° 44' 49" East 1,524.54 feet to a point of tangency and corner; thence North 00° 06' 46" East 120.15 feet across Louisiana State Highway No. 30 to a point and corner; thence North 89° 08' 21" East 692.69 feet along the northerly right-of-way line of Louisiana State Highway No. 30 to a concrete monument with a brass disk, said monument being the POINT OF BEGINNING; thence South 89° 08' 21" West 692.69 feet along said right-of-way line to a point of curvature; thence 2,222.24 feet along the arc of a curve to the right with a radius of 2,804.79 feet, the long chord of which bears North 68° 11' 27" West 2,164.57 feet to a point of tangency; thence North 45° 27' 56" West 3,474.05 feet along said northerly right-of-way line of Louisiana State Highway No. 30 to a point and corner at the intersection of Louisiana State Highway No. 30 and Louisiana State Highway No. 73; thence North 02° 20' 56" West 70.74 feet along said common right-of-way line to a point and corner; thence North 42° 16' 38" East 144.90 feet along the southeasterly rightof-way line of Louisiana State Highway No. 73 to a point and corner; thence North 37° 42' 51" East 225.15 feet along said right-of-way line to a point and corner; thence North 33° 59' 56" East 202.49 feet along said right-of-way line to a point and corner; thence North 37° 09' 27" East 172.08 feet along said right-of-way line to a point and corner; thence North 40° 36' 26" East along said right-of-way line 546.81 feet to a concrete monument with a brass disk and corner; thence South 45° 26' 29" East along the boundary between said tract and property of L. J. Grezaffi, or assigns, 6,137.65 feet crossing a 150-foot wide Gulf States Utilities easement and power line to the POINT OF BEGINNING. Said tract of land contains 161.5528 acres and is abounded as follows: Southwesterly and southerly by said Louisiana State Highway No. 30; Northwesterly by said Louisiana State Highway No. 73; and Northeasterly by property of L. J. Grezaffi, or assigns.

Being the same property acquired by L. J. Grezaffi from Borden Chemicals and Plastics Operating Limited Partnership by act of sale dated December 3, 2002, filed and recorded under File No. 531263 of the conveyance records of Ascension Parish, Louisiana.

<u>SUBJECT TO</u>: All valid and unprescribed easements, rights-of-way, servitudes, restrictions, mineral leases and reservations of record and affecting the above-described property, including but not necessarily limited to the following, to-wit: (1) 150 foot wide right of way in favor of Gulf States Utilities Co. recorded at COB 163, Folio 172, File No. 67499 of the records of Ascension Parish, Louisiana; (2) 15 foot wide right of way in favor of Gulf States Utilities Co. recorded at COB 163, Folio 176, File No. 67500 of the records of Ascension Parish, Louisiana; and (3) Right of way in favor of East Ascension Telephone Company as shown on said plat of survey.

<u>LESS AND EXCEPT THEREFROM</u>: All lots, parcels, tracts and/or other portions of the hereinabove described property previously sold or otherwise conveyed by Transferor or his ancestor in title.

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

This present transfer and conveyance is made as an initial capital contribution by Transferor to Transferee. Transferor declared that the property transferred by this act does not constitute all or substantially all of his assets, and that notwithstanding this transfer and conveyance he has ample remaining property sufficient for his subsistence.

And now comes and appears Transferee, through its undersigned manager, who declared that it hereby accepts this transfer for itself, its successors and assigns, and hereby acknowledges due delivery and possession of the above described property.

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

No title examination was requested of the undersigned Notary Public and no such title examination was made by said Notary. The property descriptions were provided and approved by the parties hereto.

THUS DONE AND PASSED in the City of New Roads, Parish and State aforesaid, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written, after a due reading of the whole.

WITNESSES:

Erika Rogers

Dana David

ASCENSION COMMERCE CENTER, L,L,C.

y: ( ) Cluster M.

Stephen P. Jewell La. Bar Roll No. 23146 NOTARY PUBLIC

spj-\docs\exchange\grezaffi-l.j. (ascension commerce center. lle)

Date/Time Received:	10-5	-12	1.25 PM	へ
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Date/Time Presented T	o Seller:_1	0-5-13	<u>1</u> :25	PM

DEPUTY CLERK

SLIPPRTGOO

#### STATE OF LOUISIANA AGREEMENT TO PURCHASE AND SELL

September 24, 2012

INSTRUMENT # 00809183
FILED AND RECORDED
ASCENSION CLERK OF COURT
2012 001 09 01:31:28 PM

1) PURCHASER AND SELLER: SHADETREE REALTY, LLC, ("Purchaser") submits this offer to GREZAFFI and ASCENSION COMMERCE CENTER, LLC (individually and collectively, the "Seller").

2) PROPERTY: Seller agrees to sell and Purchaser agrees to purchase with full warranty of title the following Resolution described property and Seller's right, title, and interest in and to any appurtenant rights related thereto, collectively hereinafter referred to as the "Property":

Address:

36276 Highway 30

City:

Geismar

Parish/County:

Ascension

State:

Louisiana

Description:

A certain tract or parcel of land consisting of approximately 35.75 Acres located in Section 50, T9S-R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana designated as eight certain lots of vacant land being Lots 14,33,34,35,36,37,38, & 39 on the "Preliminary Plat of Ascension Commerce Center Developed From Tract LJG-2-A-1, formerly a portion of the Colonial Sugars Property" by Alvin Fairburn & Associates attached hereto as Exhibit A (the

"Map") and more fully shown thereon.

- 3) PURCHASE PRICE: Purchaser agrees to purchase the Property for the sum of ONE MILLION FOUR HUNDRED THOUSAND AND NO/100'S DOLLARS (\$1,400,000.00) for the Property ("Purchase Price"), payable in CASH at closing. The Purchase Price for the Property is determined by using an amount equal to \$39,160.84 per acre for a total minimum acreage of 35.75 acres; if necessary, the final total acreage (thus the Purchase Price) will be determined by the Buyer's survey, as reasonably approved by Seller.
- 4) PROPERTY INSPECTION PERIOD: At the sole expense of Purchaser, Purchaser shall have fifty (50) days after the Acceptance Date (defined below) of this Agreement to Purchase and Sell ("Agreement") hereinafter referred to as the "Inspection Period", to inspect the Property to determine its suitability for Purchaser's intended use. If during the Inspection Period, the Purchaser determines the Property is unsuitable due to any of the conditions set forth below, Purchaser shall have the right to cancel this Agreement by providing Seller or Seller's agent with timely written or e-mail notice of cancellation within three (3) days following the end of the Inspection Period and the Deposit (defined below) shall be returned to Purchaser.
  - a) <u>DRIVEWAY PERMIT:</u> Purchaser shall have suitable access to the Property including without limitation an unrestricted driveway permit from the Louisiana Department of Transportation and Development (and any other governmental authorities) at the Property on Highway 30.
  - b) <u>UTILITIES:</u> Water (Ascension Water Company) and electricity (Entergy) connections shall be existing on Property.
  - c) <u>SOIL:</u> The Property's soil shall be sufficient for Purchaser's intended use including without limitation all paving and improvement plans of Purchaser.
  - d) <u>ENVIRONMENTAL:</u> Purchaser shall obtain a Phase I environmental report on the Property. The Phase I environmental report shall contain no environmental concerns.

INITIALS

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- e) <u>RESUBDIVISION APPROVAL</u>: Ascension Parish shall have approved Purchaser's proposed resubdivision survey of the Property.
- f) ZONING: The Property shall be zoned with "Industry" zoning classification.
- g) <u>RESTRICTIONS:</u> Purchaser shall have received all approvals for Purchaser's intended use required by any restrictions affecting the Property including without limitation the approval of the architectural control committee.
- 5) TITLE: Within five (5) days of the acceptance date as defined below Purchaser shall (i) order a title report or other commitment for title issuance to the Purchaser of an Owner's Title Insurance Policy underwritten by a national title insurance company, insuring the title to the Property (the "Commitment"), subject to such exceptions to title as are set forth herein and therein; and (ii) request the Property to be surveyed within the Inspection Period and shall promptly submit a copy of the survey to Seller for its review and reasonable approval ("Survey"). Purchaser shall instruct its surveyor to create a Survey using the Map as a base and the parties agree to work in good faith to create the Survey in accordance with the Map. Within five (5) days of completion of the Survey, Seller agrees to submit the Survey to Ascension Parish for resubdivision approval. Prior to the end of the Inspection Period the Purchaser shall provide Seller with written notice (the "Title Notice") of any Encumbrances (defined below) which affect title to the Real Property. Any matters reflected in the Commitment or in the Survey which the Purchaser does not identify as Encumbrances in its Title Notice and taxes for the calendar year in which the Closing occurs, shall be deemed to be "Permitted Encumbrances." "Encumbrances" shall mean the recorded building restrictions affecting Lot I4 and the remainder of the Property being sold and all other liens, servitudes and other matters affecting title to the Property, other than Permitted Encumbrances. If applicable, Seller shall obtain releases of surface rights from all mineral owners and lessees at its sole cost and expense, and the failure to do so shall be an objection to title. Seller shall remove all Encumbrances other than Permitted Encumbrances, including all monetary liens which shall be satisfied at Closing. Purchaser shall have the right to object to any Encumbrances arising after the Inspection Period which affect the title and arise as a matter of law (such as a lien) or which were filed in the conveyance or mortgage records of the Clerk of Court for the Parish where the Property is located, at any time prior to Closing. If Seller fails to remove any Encumbrances or have the resubdivison of the Property approved by Ascension Parish prior to Closing, Purchaser or Seller at its option may extend the Closing Date by thirty (30) days to perform any title curative work or permit the approval of the resubdivision. If at the end of such thirty (30) day extension, the title is not satisfactory or the resubdivision has not been approved, Purchaser may terminate the Agreement and receive a return of the Deposit. If Seller chooses not to remove any title objection, Purchaser may have the objection removed within the thirty (30) day extension or terminate the Agreement and receive a return of the Deposit.
- 6) <u>CLOSING:</u> Act of Sale to be passed before Purchaser's Notary, unless otherwise extended as provided for herein, within ten (10) days of the expiration of the Inspection Period, unless otherwise extended by mutual agreement by both parties ("Closing Date").
- 7) <u>DEPOSIT:</u> Within three (3) days of the Acceptance Date, Purchaser shall make a deposit, which shall be applied to the Purchase Price, the sum of: <u>FIFTY THOUSAND and NO/100'S DOLLARS (\$50,000.00)</u> ("Deposit) which is to be deposited with Beau Box Commercial Real Estate ("Escrow Agent") in a non-interest bearing escrow account. This Deposit shall not be considered as earnest money, and in the event of a default or termination of the Agreement; the Deposit shall be distributed under the terms of this Agreement. If the Deposit is not timely made, Seller shall have the option to cancel this Agreement.
- 8) PROPERTY CONDITION: Effective from the date of this Agreement to the date of the Act of Sale, Seller shall maintain the property in its current condition, normal wear and tear excepted.
- 9) CASUALTY: In the event that, prior to Closing, all or a Material Portion (as defined below) of the Property is damaged or destroyed by fire, windstorm, flood or other casualty (whether or not insured) or is taken by or

INITIALS: SELLER PURCHASER

subject to any condemnation or expropriation proceeding, Purchaser, at Purchaser's election shall either: i) terminate this Agreement by written notice to Seller within fifteen (15) days of Purchaser's notice of the damage, in which case the Deposit shall be returned to Purchaser, this Agreement shall become terminated and neither party shall have any further obligations hereunder; or ii) proceed to Closing with a credit adjustment to Purchaser in the Purchase Price equal to Seller's casualty insurance policy deductible amount, and at Closing, Seller shall assign to Purchaser all of its rights, title and interest in and to any insurance proceeds or condemnation awards affecting the property to be conveyed and shall thereafter permit Purchaser to conduct all negotiations and enter into all agreements with respect thereto. If the casualty shall be deemed immaterial in accordance with this Section of the Agreement, Purchaser shall not be released from its obligations hereunder, but at Closing, Seller shall assign to Purchaser all of its rights, title and interest in and to any insurance proceeds or condemnation awards, shall thereafter permit Purchaser to conduct all negotiations and enter into all agreements with respect thereto and shall reduce the cash down payment portion of the Purchase Price by an amount equal to Purchaser's insurance deductible. Provided, however, that if all or any part any casualty is not covered by insurance and Seller chooses not to remedy or repair the casualty, then notwithstanding the generality of the foregoing Purchaser shall have the right to elect, by written notice thereof to Seller within fifteen (15) days after Seller gives written notice to Purchaser of such lack of insurance coverage, to terminate this Agreement, in which event this Agreement shall terminate and neither party shall have any further obligations hereunder except that the Deposit shall be returned immediately to Purchaser. For the purposes of this Section, "Material Portion" means such damage, destruction or taking as is in excess of ten (10%) percent of the Property and which renders use of the Property as currently used economically unfeasible.

- 10) MORTGAGE RELEASE: Seller to provide written verification by all lien holders that a satisfactory release will be issued to Purchaser in writing on or before the Closing Date.
- 11) MUTUAL INDEMNITY: Seller agrees to indemnify, defend, and hold Purchaser harmless from any and all damages or causes of action asserted by third parties (including expenses and reasonable attorneys' fees incurred by Purchaser) arising out of the ownership of the Property prior to the Closing Date. This obligation shall survive the Closing. Purchaser agrees to indemnify, defend and hold Seller harmless from any and all expenses (including reasonable attorneys' fees), incurred by or asserted against Seller as a result of ownership of the Property by Purchaser on or subsequent to the Closing Date. This obligation shall survive the Closing.
- 12) RIGHT OF ENTRY: Seller grants to Purchaser, Purchaser's agents or contractors, and persons designated by the Purchaser, the right to enter upon the Property prior to the Closing for the purpose of making the studies and for performing such other investigations and testing as the Purchaser may desire, provided Purchaser complies with the obligations set forth above. Purchaser agrees to indemnify, defend and hold Seller harmless from any and all expenses (including reasonable attorneys' fees), incurred by or asserted against Seller as a result of Purchaser's or Purchaser's agent or contractor entry onto the Property. This obligation shall survive the Closing.
- 13) TRADE ACCOUNTS: All sums due for trade accounts payable by or on behalf of Seller that were incurred for the Property and its operation prior to the Closing Date will be paid by Seller. Purchaser shall pay all accounts payable incurred by Purchaser after the Closing Date.
- 14) TAXES PRORATED: Property taxes for the Year the sale is closed shall be prorated to the Closing Date.
- 15) NOTICES. Any notice to be given by either party to this Agreement shall be in writing and shall be either sent by certified or registered U.S. Mail, private express courier, hand-delivered, electronic mail, facsimile or telegram, postage or charges prepaid, addressed to the party at the address stated below or at such other address as such party may have substituted therefor by proper notice to the other. Unless otherwise duly changed by Purchaser or Seller, the notices shall be addressed to the address stated in on the signature page below and shall be deemed effective upon delivery, if hand-delivered or sent by electronic mail or facsimile, the day after being sent by private express courier or telegram, and the third day after being sent by U.S. Mail.

INITIALS: SELLER PURCHASER

- 16) <u>RELEASE CERTIFICATES</u>: Seller shall pay for all necessary tax, mortgage, and release certificates and cancellations.
- 17) DEFAULT: In the event the sale contracted for herein is not consummated due to default on the part of Purchaser, without fault on the part of the Seller, then the Deposit shall be forfeited to Seller or Seller shall have the option to demand specific performance of Purchaser's obligations hereunder (including all reasonable expenses and attorney's fees incurred by Seller). If Seller defaults under this Agreement, despite the applicability of other provisions or remedies in this Agreement, Purchaser may, at its sole option elect one or more of the following remedies: (i) demand specific performance of Seller's obligations under this Agreement together with the recovery of all expenses incurred by Purchaser (including reasonable expenses and attorneys' fees); (ii) declare this Agreement null and void and receive a return of the Deposit plus an amount of actual, out of pocket expenses of Purchaser as liquidated damages; (iii) waive the fulfillment of the condition and acquire the Property subject to such defect. The defaulting party under this Agreement shall also be liable for all attorneys' fees, Brokerage Commission, and other costs incurred in the enforcement of any and all rights under this Agreement, Real Estate Broker and its agents have acted only as real estate broker to bring the parties together and will in no case be liable to either party for performance or non-performance of any part of this Agreement or for any warranty of any nature, unless specifically set forth in writing, and Real Estate Broker specifically makes no warranty whatsoever as to whether or not the Property is situated within or without the government's hundred year flood plan.
- 18) REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents, warrants and covenants to Purchaser on the Effective Date and again as of the Closing Date that: (i) Seller has valid and merchantable title to the Property and will convey same to Purchaser free and clear of all mortgages, liens and encumbrances, except Permitted Encumbrances; (ii) Seller has full power and authority to execute, deliver and carry out the terms and conditions of this Agreement; (iii) no pending condemnation, assessment, or similar proceeding or charge affecting the Property or any portion thereof exists nor has Seller received any notice, and has no knowledge, that any such proceeding or charge is contemplated and further, no zoning ordinances, or public laws are being violated by the current use of the Property; (iv) Seller has never received notice or other communication, and has no knowledge, concerning any governmental investigation of the Property; any alleged violation of any governmental requirement, environmental law, regulation or ordinance relating to the Property; or any alleged liability (including claims, suits, investigations or inquiries) associated with the presence or suspected presence of any toxic or hazardous material on the Property; (v) Seller has not withheld and will not withhold from Purchaser knowledge of any events, conditions or facts which may materially affect the Property; (vi) the Property is not the subject of any outstanding agreement with any party pursuant to which any such party may acquire an interest in the Property; (vii) there are no leases, easements, encumbrances or other agreements affecting the Property except as shown by the public records or as made known to Purchaser and (viii) Seller is not in violation of any covenant, condition or restriction of any of the foregoing documents.
- 19) <u>SEVERABILITY:</u> If any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, that provision shall be deleted from this Agreement and the balance of this Agreement shall be interpreted as if the deleted provision never existed.
- 20) <u>BROKERAGE COMMISSION:</u> At Act of Sale, Seller hereby agrees to pay for professional services rendered, a total brokerage commission in the amount of six percent (6%) of the Purchase Price ("Brokerage Commission") payable to Beau Box Commercial Real Estate ("Real Estate Broker"). Real Estate Broker hereby intervenes herein to acknowledge and accept the Brokerage Commission.
- 21) ACCEPTANCE DATE: "Acceptance Date" shall be the date the last party executes this Agreement.

[Signatures on following page]

INITIALS:

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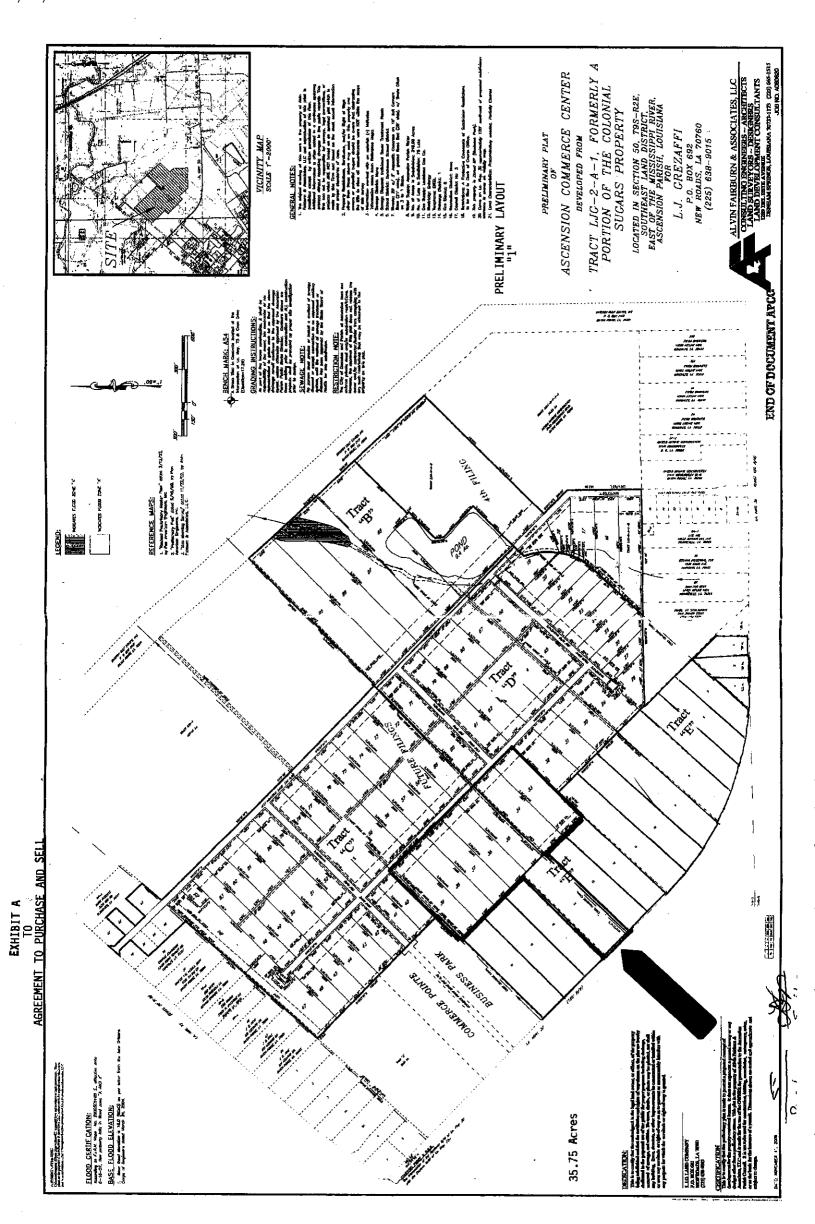
PURCHASEF

Seller, Purchaser, Escrow Agent, and Real Estate Broker have executed this Agreement effective as of the date set forth below.

SELLER:	PURCHASER:
LJ Grezaffi 244	SHADETREE REALTY, LLC
Date:	Name: Shane Tobre Title: Member
Address: Bob 692 New leads for 70760	Date: 10/5/12
Email: The Congress @ Ballant, Not	Address: 36439 SWINZINGRIZE Or
V V	Email: Smarre small com
SELLER:	ESCROW AGENT/REAL ESTATE BROKER:
ASCENSION COMMERCE CENTER, LLC	BEAU BOX COMMERCIAL REAL ESTATE
By Nathon LT Corezoff: Title: Manager	By:  Name: Beau J. BOX  Title: PRESIDENT
Date: 0-5-18	Date: 10/5/2012  Address: 8710 Jeffirson
Address: Po Box 692 - Norland for 20760	Email: bbox @ bearbox. COM
Emilia De Carlot Maria	

INITIALS:

PURCHASER



11/19/12 Gonscan 01

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ASCENSION CLERK OF COURT
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DEPUTY CLIERK & RECORDER

CERTIFIED TRUE COPY BY

CASH SALE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

DEPUTY CLERK SLIPPRTG0:2

**BE IT KNOWN**, that on this 14<sup>th</sup> day of November, 2012, before me, a Notary Public duly commissioned and qualified in and for the state and parish aforesaid, in the presence of the undersigned competent witnesses, personally came and appeared:

SLC, INC., a Louisiana corporation organized and validly existing under the laws of the State of Louisiana, having a mailing address of Post Office Box 366, Sorrento, Louisiana 70778, represented herein by John Grady Melancon, its President, duly authorized by Minutes of the First Annual Meeting of the Board of Directors of SLC, Inc., recorded at Entry No. 538992, official records of the Clerk and Recorder for Ascension Parish, Louisiana;

(hereinafter referred to as "Seller"), who declared that for the price and sum of ONE MILLION TWO HUNDRED TWENTY-FIVE THOUSAND AND NO /100 DOLLARS (\$1,225,000.00), cash, receipt of which is hereby acknowledged, Seller does hereby sell and deliver with full warranty of title and subrogation to all rights and actions of warranty Seller may have unto:

PRICECO, L.C., a Louisiana limited liability company, domiciled in East Baton Rouge Parish, Louisiana, whose mailing address is 8111 Veterans Memorial Boulevard, Metairie, Louisiana 70003, represented herein by Nancy A. LeBlanc Bondy and Brent Paul LeBlanc, its Managers, duly authorized by Articles of Organization (as amended and restated) on file and of record in the office of the Clerk and Recorder for East Baton Rouge Parish, Louisiana;

(hereinafter referred to as "Buyer"), the following described property, the possession and delivery of which Buyer acknowledges (hereinafter referred to as "the Property"):

THAT CERTAIN LOT OR PARCEL OF GROUND, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being Tract "X" of a portion of the 161.581 acre tract formerly known as the Borden Chemical & Plastics Lands, located in Section 50, T9S-R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana, and being more particularly described as follows:

Starting at the intersection of the Northern right-of-way of La. Hwy. 30 with the Eastern right-of-way of La. Hwy. 73; thence proceed South 45°27'18" East a distance of 522.92 feet to the Point of Beginning; thence proceed North 41°12'33" East, a distance of 1,333.97 feet to a point and corner; thence proceed South 45°26'12" East, a distance of 807.64 feet to a point and corner; thence proceed South 44°32'42" West, a distance of 1,331.49 feet to a point and corner; thence proceed North 45°27'18" West, a distance of 730.00 feet to the Point of Beginning for a total of 23.51 acres.

Seller hereby reserves all mineral rights associated with the Property; provided, however, no drilling or other mineral operations of any nature whatsoever, including, but not restricted to storage tanks, pipelines or roads, shall be conducted on the surface of the Property. Recovery of all oil, gas or other minerals shall only be by directional drilling or under unitization or pooling privileges.

All parties signing the within instrument declare themselves to be of the full legal capacity.

All taxes assessed against the Property have been paid. Taxes for the current year have been prorated between Seller and Buyer and will be paid by Buyer when due.

In accordance with La. R.S. 9:2721(B), from and after the date of this sale, (a) the name of the person responsible for all property taxes and assessments is Buyer, and (b) all property taxes and assessment notices should be mailed to the following address: 8111 Veterans Boulevard, Metairie, Louisiana 70003

All agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit of and being binding upon the heirs, successors, and assigns of the respective parties, and the Buyer, his heirs and assigns shall have and hold the Property in full ownership forever.

**THUS DONE AND SIGNED** in Baton Rouge, Louisiana, on the day, month and year first above written, in the presence of the undersigned competent witnesses, and me, Notary, after a due reading of the whole.

WITNESSES:

Name: Nancy M. Dugas

PRINT NAME MEGA. Johnson

SLC, INC.

TIN: XX-XXX5371

John Grady Melancon, President

PRICECO, L.C.

TIN: XX-XXX8094

Nancy A LeBlanc Bondy Manager

Brent Paul LeBlanc, Manager

RALAH E. HOOD, NOTAKY PUBLIC

Bar Roll No. 06984

01/22/13 Dville 1

INSTRUMENT # 00816447 FILED AND RECORDED ASCENSION CLERK OF COURT 2013 JAN 22 COB \_\_\_\_MOB 10:02:07 AM OTHER.

(C)

STATE OF LOUISIANA PARISH OF ASCENSION

follows, to-wit:

CERTIFIED TRUE COPY BY

DEPUTY CLERK & RECORDER

### PARTIAL RELEASE AND WAIVER OF RESTRICTIONS

DEPUTY CLERK WHEREAS, B&B Land Development, L.L.C. is the owner of this following tracts of land situated in Ascension Parish, State of Louisiana, and being more particularly described as

> TWO (2) certain lots or parcels of ground, situated in the Parish of Ascension, State of Louisiana, being more particularly shown on map of survey entitled "Final Plat of Commerce Pointe Business Park, Being a Subdivision of Tracts Y-1 and Y-2 [sicY-2-A-1], Ascension Parish, Louisiana Located in Section 50, Township 9 South, Range 2 East, Southeastern Land District, Ascension Parish, Louisiana for B & B Land Development Co, L.L.C." prepared by David B. Fazekas, P.L.S. dated August 13, 2008, a copy of which is recorded with the Clerk and Recorder of Mortgages for Ascension Parish, Louisiana at Entry No. 776976, said lots being Lot Nos. One (1) and Two (2), said subdivision (collectively, the "Property");

WHEREAS, the Property is subject to the following restrictions:

- 1) Act of Restrictions recorded with the Clerk and Recorder of Mortgages for Ascension Parish, Louisiana at File No. 560500;
- 2) Act of Restrictions recorded with the Clerk and Recorder of Mortgages for Ascension Parish, Louisiana at File No. 580005, as modified by Mimites of a Meeting of the Architectural Control Committee dated August 28, 2007 and recorded August 29, 2007 with the Clerk and Recorder of Mortgages for Ascension Parish, Louisiana at File No. 00677934; and
- 3) Act of Restrictions recorded with the Clerk and Recorder of Mortgages for Ascension Parish, Louisiana at File No. 00677935

(collectively, the "Restrictions").

WHEREAS, the Restrictions affect the Property, and other property not described herein.

WHEREAS, Entergy Gulf States Louisiana, L.L.C. ("Entergy") is interested in purchasing the Property;

PD.8013321.1

WHEREAS, Entergy is not willing to purchase the Property without a release and waiver of the Restrictions affecting the Property; and

WHEREAS, in consideration of the purchase of the Property by Entergy, the undersigned, being a prior owner in the chain of title who previously imposed restrictions on the Property and all of the present owners of the other tracts of land within the Commerce Pointe Business Park (collectively, the "Owners"), have agreed to grant this release and waiver of the Restrictions, insofar as they affect the Property.

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

- 1. The Owners do hereby release, waive and renounce the Restrictions, insofar as they may affect the Property, but no further.
- 2. The Owners and the Architectural Control Committee do hereby acknowledge, consent and agree to the location, relocation, improvement, repair, construction, reconstruction, operation, inspection, patrol, replacement, removal and maintenance of one or more electric power lines, circuit or circuits and/or communication facilities (to be used for operation of Entergy's utility system), now or in the future, including, but not necessarily limited to, poles, towers, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Entergy over, across, under or on the Property, now or at any time in the future.
- 3. The parties hereby authorize and instruct the Clerk and Recorder of Mortgages for Ascension Parish, Louisiana, to cancel and erase from the records of his office the aforesaid Restrictions recorded at (i) File No. 560500, (ii) File No. 580005, as modified by File No. 00677934, and (iii) File No. 00677935, but ONLY insofar as these Restrictions affect the Property herein described but no further.
- 4. In the event Entergy shall sell the Property to a third party for any use other than the one described in paragraph 2 above, then this Partial Release and Waiver shall be null and void and of no further force and effect, and the Restrictions shall once again apply to the Property.
- 5. This Partial Release and Waiver may be executed in multiple counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 6. The recitals to this Partial Release and Waiver are hereby incorporated herein by this reference as if fully set forth herein.

Signatures on Following Pages

PD.8013321.3

The state of the s	passed in the Parish of EBR, State of
Louisiana on the day of	2012 by the undersigned a prior
owner, in the presence of the undersigned comp	etent witnesses and me, Notary Public, after
due reading of the whole.	, , , , , , , , , , , , , , , , , , , ,
WITNESSES:	PRIOR OWNER AND CURRENT ARCHITECTURAL CONTROL COMMITTEE
JOHN DALE POWERS NOTARY PUBLIC LA. BAR ROLL #8805 STATE OF LOUISIANA My Commission Expiname At Death Bar Roll/Notary #:	By: Machine L.J. Grezaffi  By: Jude Grezaffi  ude Grezaffi
This Partial Release and Waiver has been placed to the owner of Lot(s) No. 1, 2, 3, 4, 9, 10A, 11, 12, in the presence of the undersigned competent was reading of the whole.	passed in the Parish of State of 2012, by the undersigned, who is 13, 14, 15, Commerce Pointe Business Park, witnesses and me, Notary Public, after due
the owner of Lot(s) No. 1, 2, 3, 4, 9, 10A, 11, 12, in the presence of the undersigned competent v	13, 14, 15, Commerce Pointe Business Park
Louisiana on the	13, 14, 15, Commerce Pointe Business Park, vitnesses and me, Notary Public, after due
Louisiana on the	OWNER:  B&B Land Development L.C.  By:  Brent J. Couvillion, Authorized Member  Robert J. Smith, Authorized Member
Louisiana on the	OWNER:  B&B Land Development L.C.  By:  Brent J. Couvillion, Authorized Member  Robert J. Smith, Authorized Member
Louisiana on the	OWNER:  B&B Land Development L.C.  By:  Brent J. Couvillion, Authorized Member  Robert J. Smith, Authorized Member

This Partial Release and Waiver has been Louisiana on the 10 day of 0eem the owner of Lot(s) No. 5 and 7, Commerce Poundersigned competent witnesses and me, Notary	ointe Business Park, in the presence of the
WITNESSES:	OWNER:
Name: Aronson Name: Aronson	LINSTER PROPERTIES, L.L.C.  By: Gale F. Linster, Authorized  Member

JOHN DALE POWERS

NOTARY PUBLIC

LA. BAR ROLL #8805

STATE OF LOUISIANA

My Commission Expires

At Death

Name:

Bar Roll/Notary #:\_\_\_

PD.8013321.3

4

This Partial Release and Waiver has been partial Release and Maiver has been partial Release and Maive	Business Park, in the presence of the
WITNESSES:	OWNER:
	DAULATRAI STHANKI, L.L.C.
Name: Masish Strasici Name: Seth Richard	By: Daulatrai Sthanki, Authorized Member
Notary Pul Name: Bar Roll/Notary #:	Joseph C. Canella

	een passed in the Parish of East hately State of State of State of Pointe Business Park, in the presence of the tary Public, after due reading of the whole.
WITNESSES:	OWNER:
Eta	TEAM GEISMAR, L.L.C.
Name: Brent synthess	By:  Brent Gurnell Box, Authorized  Member
Notary Name: Notary Bar Roll/Notary	<u> </u>

PD.8013321.3

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This Partial Release and Waiver has been partial Release and May of December 1997 and Partial Release and Partial	2012, by the undersigned, who is Business Park, in the presence of the
WITNESSES:	OWNER:
Mame: Morgan Lee Cave  Mame: Morgan Lee Cave  Manie: David Gesme  Name: David Gesme	CHAR PROPERTIES II, L.L.C.  By:  Steven Charbonneau, Authorized  Member
Name: Notary Pub  Name: Notary Pub  Bar Roll/Notary #:	Carter_
Notary Pub My Com	E. CARTER blic, State of Texas smission Expires (12, 2016

are the only members of the Architecture	s been passed in the Parish of Ext & State of St
WITNESSES:	ARCHITECTURAL CONTROL COMMITTEE:
Name: Susan Aronson Thorid fawrence Name Ingrid Lawrence	By: Dent J. Couvillion, Authorized Member  By: Smith, Authorized Member
Name: Bar Roll/Notar	ary Public
2 1011 10 tul	<i>y</i> <u></u>

JOHN DALE POWERS

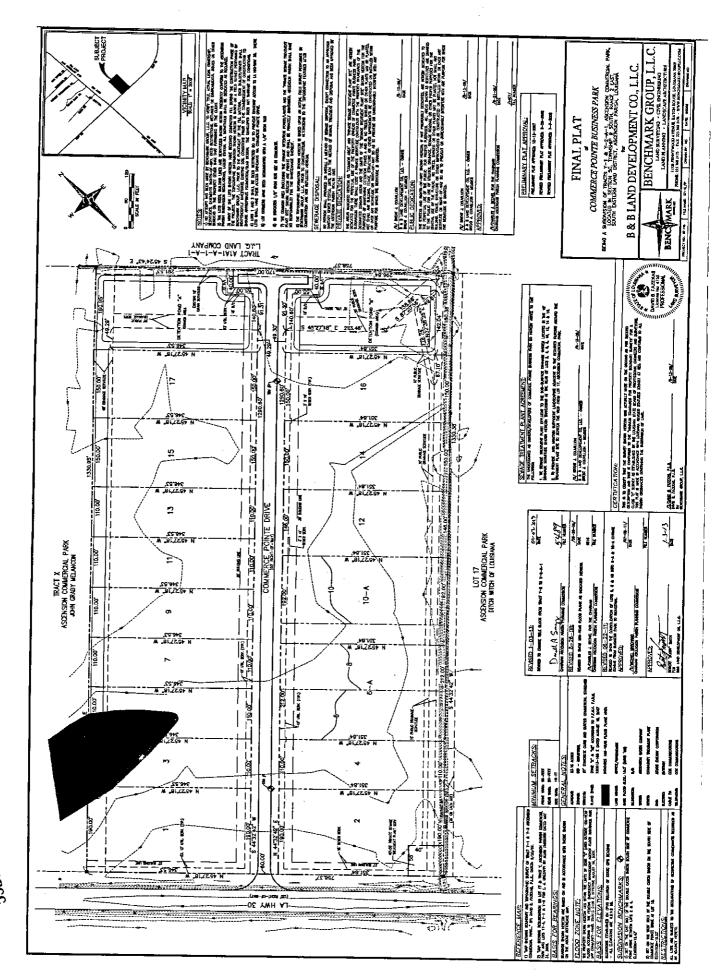
NCTARY PUBLIC

LA. BAR ROLL #8805

STATE OF LOUISIANA

My. Commission Expires

At Death



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DEPUTY CLIERK & RECORDER

STATE OF LOUISIANA PARISH OF ASCENSION

CERTIFIED TRUE COPY BY

#### **ACT OF CASH SALE**

DEPUTY CLERK SLIPPRIGO2

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

ASCENSION COMMERCE CENTER, LLC, a Louisiana limited liability company, authorized to do and doing business in the State of Louisiana, whose address is 143 East Main Street, Suite 6, New Roads, Pointe Coupee Parish, Louisiana 70760, represented herein by L. J. Grezaffi, Manager, duly authorized by Articles of Organization recorded at Original No. 786731 of the official records of Ascension Parish, Louisiana; (hereafter referred to as "SELLER");

who declared that for the price of ONE HUNDRED THOUSAND SEVEN HUNDRED THIRTY-FOUR AND NO/100 (\$100,734.00) 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:

**ROBBIE FENN AND LEIGH JILL FENN,** both persons of the full age of majority, currently married to and living with each other, domiciled whose mailing address is 36203 Bluff Road, Prairieville, Ascension Parish, Louisiana 70769; (hereafter referred to as "PURCHASER");

the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER acknowledges:

Two (2) certain lots or parcels of ground, together with all buildings and improvements situated thereon, situated in Section 50, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, shown more clearly on a map or plan of survey prepared by Jamie M. Bordelon, P.L.S. and entitled "MAP SHOWING RESUBDIVISION OF LOT 79 AND LOT LJG-2-A-1-A-1 into Lot 79-A, Lot 79-B and Lot LJG-2-A-1-A-1-A, Section 50, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, dated August 12, 2013 and approved by the Ascension Parish Planning Commission on December 23, 2013, Donald A. Songy, Chairman, said map being recorded on January 9, 2014 at COB Instrument No. 00842150 of the official records of Ascension Parish, Louisiana. Said Lots being designated at Lots 79-A and 79-B and having such bearings and dimensions and being subject to such servitudes and set back lines as shown more clearly on a map or plan of survey referred to above and made a part hereof by reference.

#### LESS AND EXCEPT:

A certain tract or parcel of ground together with all buildings and improvements situated thereon, situated in Section 50, Township 9 South, Range 2 East, Ascension Parish, Louisiana, being shown more clearly on a map or plan of survey prepared by

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Joseph Garrett, P.E., P.L.S., dated June 25, 1999 and entitled "FINAL PLAT OF ASCENSION INDUSTRIAL PARK THIRD FILING - PART I, BEING THE RESUBDIVISION OF LOTS 9, 10, 11, 12, 13, 14, 15 & 16 OF THE WOODLAND SUBDIVISION, SECOND FILING, LOTS 17, 18, 19, 20, 21, 22 & 23 OF THE WOODLANDS SUBDIVISION, THIRD FILING AND TRACT A1A1 ALL BEING A PORTION OF PROPERTY FORMERLY BELONGING TO COLONIAL SUGARS COMPANY LOCATED IN SECTION 50, T-9-S, R-2-E, ASCENSION PARISH, LOUISIANA FOR L.J. GREZAFFI DOING BUSINESS AS L.J.G. LAND COMPANY, ASCENSION PARISH, LOUISIANA", said map being approved by Harvey Kling, Chairman, Ascension Parish Planning Commission on June 25, 1999 and recorded for record at COB Book 619, page 476, File No. 440780 of the official records of Ascension Parish, Louisiana. Said lot being designated as Lot 79 and having such bearings and dimensions and being subject to such servitudes and set back lines as shown more clearly on a map or plan of survey referred to above and made a part hereof by referenced.

The above described property is subject to Act of Subdivision Restrictions recorded at File No. COB 443802 of the official records of Ascension Parish, Louisiana.

Purchaser shall be required to build a wooden privacy fence that does not allow visible access at a minimum height of eight (8) feet simultaneously with any additional construction or building development on Lot 79A and/or 79B. The fence shall be on the North side (parallel to Industrial Drive West) and East side of what was formerly Lot 51 (now part of Lot 79A & 79B). This fence shall be approved prior to construction by the current Architectural Control Committee made up of L.J. Grezaffi and Jude Grezaffi. Additionally, Purchaser agrees that if any independent structure is built on the portion of lot 79A and/or 79B that was formerly Lot 51, then that structure shall face the future Industrial Drive West.

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.

WARRANTY WAIVER: Purchasers hereby acknowledge and agree that Seller is hereby transferring its right, title and interest in and to the Property without any warranty or recourse whatsoever (other than warranty of title), but with full substitution and subrogation in and to all of the rights and actions of warranty which Seller has or may have against all preceding owners or vendors.

Purchasers acknowledge and agree that the Property is being sold by Seller to Purchasers as is, where is, with all faults, and without any warranties (other than warranty of title), express or implied, including but not limited to warranties of conditin, fitness for a particular purpose or habitability. Purchasers acknowledge and agree that Seller has made no representation, warranty or guaranty, express of implied, oral or written, past, present of future, of, as to, or including: (a) the condition or state of repair of the Property, including, without limitation, any condition arising in connection with the generation, use, transportation, storage, release or disposal of hazardous substances (which includes all substances listed as such by applicable law, all pollutants or contaminants, whether harmful or not, petroleum and natural gas and their components and distillates, asbestos and naturally-occurring but harmful substances such as methane or radon) on, in, under, above, upon or in the vicinity of the Property; (b) the quality, nature, adequacy and physical condition of the Property, including but not limited to, the structural elements, environmental issues, wetlands issues, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, plumbing, sewage, and utility systems and facilities; (c) the quality, nature, adequacy and physical conditions of soils and geology and the existence of ground water, including without limitation, soil compaction, grading and drainage; (d) the existence, quality, nature, adequacy and physical conditions of utilities serving the Property; (e) the development potential of the Property, its habitability, or the fitness, suitability or adequacy of the Property for any

particular purpose; (f) the zoning of the Property; (g) the Property or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person of entity; and (h) the quality of any labor and materials.

Purchasers hereby acknowledge and declare reliance solely on its own inspection and evaluation of the Property and not on any warranties or representations, express or implied, from Seller. Any and all warranties, express or implied, with respect to the Property, including but not limited to those related to the condition of the Property or fitness of the Property for a particular purpose, are hereby disclaimed by Seller and are hereby expressly waived by Purchasers.

Purchasers shall have absolutely no right or cause of action against Seller, whether in tort, contract, quasi-contract or otherwise, to assert in any controversy or litigation any claim or demand arising from the sale or purchase of, or in any way related to or in connection with, the Property, and the same are hereby waived and relinquished by Purchasers, except as to warranty of title.

Purchasers hereby expressly waive and renounce any and all rights in redhibition pursuant to Louisiana Civil Code Article 2520, et seq., the warranty imposed by Louisiana Civil Code Article 2476, and its ability to rescind the sale of the Property or seek a reduction in the Purchase Price for any reason whatsoever, and Purchaser hereby releases Seller from any and all liability whatsoever in connection therewith.

Purchasers acknowledge and agree that Purchasers have been afforded the opportunity to conduct and complete, and has conducted and completed, all inspections of the Property and all component parts thereof, as deemed necessary or advisable by Purchasers, and Purchasers hereby accept the Property in its existing "AS IS" and "WHERE IS" condition, and this waiver and disclaimer of express and implied warranties of fitness and the condition of the Property has been taken into consideration and is reflected in the terms of the Purchase Price.

PURCHASERS HEREBY ACKNOWLEDGE THAT: (I) THE FOREGOING WAIVERS AND DISCLAIMERS HAVE BEEN BROUGHT TO THE ATTENTION OF PURCHASER, (II) THE FOREGOING WAIVERS AND DISCLAIMERS HAVE BEEN READ AND ARE UNDERSTOOD BY PURCHASERS, (III) THE AGREEMENT OF PURCHASERS WITH AND TO ALL OF THE TERMS AND CONDITIONS OF THESE WAIVERS AND DISCLAIMERS IS AN INTEGRAL PART OF THIS AGREEMENT BETWEEN SELLER AND PURCHASERS WITHOUT WHICH THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY SELLER, AND (IV) THE PURCHASE PRICE REFLECTS, AND TAKES INTO CONSIDERATION, THE FOREGOING WAIVERS AND DISCLAIMERS.

Taxes for the current year will be pro-rated.

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.

Appearers 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 1415 day of February, 2014, at Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the date hereinabove written, who sign with appearers and me, Notary, after due reading of the whole.

NOTARY PUBLIC

NOTARY/BAR ROLL # 20576

WITNESSES:

**SELLER:** 

ASCENSION COMMERCE CENTER, L.L.C.

Sign: Stacey Boyeman - Templet

Print: Stacey Bozeman - Templet

Sign: gade Coupen

Print: Jade C Durren

PURCHASERY

ROBBIE FENN

LEIGH **IJ**LL **F**ENN

Zci

#### **ACT OF RESTRICTIONS**

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CERTIFIED TRUE COPY BY

#### STATE OF LOUISIANA

#### PARISH OF ASCENSION

BEFORE ME, the undersigned authority, a Notary Public, in and 161 Me Parish of Ascension, State of Louisiana, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

ASCENSION COMMERCE CENTER, L.L.C., a Louisiana Limited Liability Company domiciled in the Parish of Ascension, herein represented by L.J. Grezaffi, its manager, mailing address: P.O. Box 692, New Roads, LA 70760.

(a) Who declared that it is the owner of the following property, viz:

Ascension Industrial Park fourth filing, Lots 1 through 8 located in Section 50, T9S-R2E, Southeast Land District, East of the Mississippi River, Ascension Parish, Louisiana. Plat prepared by Quality Engineering & Surveying, 18350 Highway 42 Port Vincent, LA 70726, November 8, 2013, filed and recorded under Entry #\_\_ of Conveyance Book \_\_, records of Ascension Parish Louisiana.

Ascension Commerce Center, L.L.C. does hereby establish the following building restrictions and conditions for the benefit of the above mentioned lot of land; it being the intention to establish these restrictions as servitudes and covenants running with the land, said restrictions being set out as follows, to-wit:

- 1. All of said lots described above are hereby designated as "Industrial" pursuant to the zoning laws and ordinances of Ascension Parish, Louisiana, as same presently exist with the exception of the following uses that are prohibited:
  - (a) Scrap or junk yards
  - (b) Demolition yards
  - (c) Car wrecking, salvage yards, or automotive scrap or vehicular junk yards
  - (d) Abattoir and/or slaughterhouse
- 2. No building shall be erected, placed or altered on any lot until two (2) sets of construction plans and specifications and a plot plan showing the location of the planned structure have been submitted to the Architectural Control Committee (hereinbelow created) for its approval as to quality of materials and harmony of external design with existing structures. One (1) complete set of plans, specifications and plot plans shall be retained by the Architectural Control Committee. The front of any building so erected, place or altered shall be constructed exteriorly of brick, brick veneer, glass, stone, stucco or any combinations thereof acceptable to the said committee; it being specifically understood that the outside construction of the rear and two sides of said building may be of wood, baked pre-colored metal or other materials acceptable to the committee, but may not be of asbestos siding, imitation brick siding, permastone, galvanized iron or other metals not acceptable to the committee. These materials are also prohibited on the front of the buildings. The minimum square feet for any building shall be 1200. For any building over one story, the first floor shall be a minimum of 1200 sq. feet. The exterior of any story above the first floor may be of wood or any material acceptable to the Architectural Control Committee.
- 3. No building shall be located on the following lots nearer than 140 feet from the front property line and no nearer than 15 feet from the side property lines: Lots 1 and 2.

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- 4. No building shall be located on the following lots nearer than 100 feet from the front property line and no nearer than 15 feet from the side property lines: Lots 3 and 4.
- 5. No building shall be located on the following lots nearer than 65 feet from the front property line and no nearer than 15 feet from the side property lines: Lots 5, 6, 7 and 8.
- 6. All parking area in the front of the building must be of concrete or asphalt surfacing. Any other parking areas where asphalt or concrete is not used must be fenced and screened from the adjoining lots.
- 7. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- 8. No fence shall be erected on any lots beyond the front building setback line on that lot, nor shall a fence be erected on a lot that does not have a building constructed on it unless this lot is to be used in conjunction with a building on contiguous property.
- 9. No building shall be occupied until the exterior is completely finished and at least Three Hundred Dollars (\$300.00) of shrubbery per lot has been planted in the front thereof, value based on retail prices at time of planting.
- 10. No structure of a temporary character, trailer, manufactured housing, basement, tent, shack, barn or other outbuilding shall be used on any lot at any time as a place of business, either temporary or permanently, except as movable construction shacks during construction period. No structure, in addition to the main building, either permanently or temporary, may be constructed without having been approved by the Architectural Control Committee, and any such building or buildings must conform in every respect, including materials, with the exterior construction of the main building.
- 11. All lots must be maintained free of debris, high grass and weeds. Should same not be so maintained, The Architectural Control Committee has the right to expend up to One Thousand Four Hundred Dollars (\$1,400.00) to cut grass and maintain lot, and to charge the owner and occupant thereof with the cost of the work involved, and to file a lien against the said lot after a registered notice shall have been sent to the owner, and a period of thirty (30) days shall have lapsed without payment for said work so performed.
- 12. No person shall provide or install a method of sewerage treatment other than the connection to a sanitary sewer system approved by the Ascension Parish Health Authorities.
- 13. No lots shall be re-subdivided without the written consent of the Architectural Control Committee. No borrow pits shall be maintained on any lots.
- 14. An Architectural Control Committee composed of L. J. Grezaffi, Chairman, and Jude R. Grezaffi is hereby created. Said committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In addition, the decision of the Architectural Control Committee, in the event of any dispute or controversy involving the interpretation of these restrictions, or the applicable use of said lots, shall be final and unappealable. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it in writing, approval will not be required and the relative covenants shall be deemed to have been fully complied with.
- 15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants shall be recorded, after which time said covenants shall be automatically

extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the covenants in whole or in part.

- 16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants in whole or in part, either to restrain violation or to recover damages.
- 17. Invalidation of any one of these restrictions shall in no way effect any of the other restrictions, which shall remain in full force and effect.

THUS DONE AND SIGNED in my office in New Roads, Louisiana, in the presence of the Undersigned competent witnesses, this <u>27</u> day of <u>March</u>, 2014, in duplicate originals.

Ascension Commerce Center, L.L.C.

WITNESSES:

ERIKA ROGERS

Notary Rubic Stephen P. Jewell NOTARY PUBLIC La. Bar Roll No. 23146 My Commission is for Life.

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TTEN CONSENT TO RESURDIVISION OF UTY CLERK &

STATE OF LOUISIANA

CERTIFIED TRUE COPY BY

PARISH OF ASCENSION

DEPUTY CLERK SLIPPRTGOO

BE IT KNOWN, that on this 9th day of April, 2014, before me, a Notary Public duly commissioned and qualified in and for the state and parish aforesaid, in the presence of the undersigned competent witnesses, personally came and appeared:

L. J. GREZAFFI, a resident of the lawful age of the Parish of Pointe Coupee, State of Louisiana; whose mailing address is Post Office Box 692, New Roads, LA 70760; and

JUDE R. GREZAFFI, a resident of the lawful age of the Parish of Pointe Coupee, State of Louisiana; whose mailing address is Post Office Box 692, New Roads, LA 70760;

(hereinafter referred to collectively as "Appearers"), who declared as follows:

Appearers are all of the members of the Architectural Control Committee (the "Committee") for Ascension Commercial Park (the "Subdivision") and are designated as such in the Act of Restrictions recorded June 30, 2004, as Instrument #580005 of the official records of the Clerk and Recorder for Ascension Parish, Louisiana (collectively, the "Restrictions").

The Restrictions prohibit resubdivision of lots in the Subdivision without the written consent of the Committee.

ASCENSION COMMERCE CENTER, L.L.C., the owner of lots in the Subdivision has requested permission from the committee to resubdivide certain lots in the Subdivision as shown on the plat entitled "Map Showing Resubdivision of Lot 6, Lot 7 & Lot 8-A Into Lot 6-A, Lot 7-A & Lot 8-A-1, Ascension Commercial Park", dated March 24, 2014, made by James M. Bordelon, Professional Land Surveyor, which map is recorded at File No. 846623 of the official records of Ascension Parish, Louisiana (the "Plat), and the Committee has agreed to grant the requests.

**NOW, THEREFORE**, the Committee hereby consents to the resubdivision of lots shown on the Plat.

THUS DONE AND SIGNED in Roads Louisiana, on the day, month and year first above written, in the present of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

WITNESSES:

Printed Name: Vicky Schennayder

L. J. GREZAFFI

JUDE R. GREZAFFI

Printed Name: Notary Public

JOHN WAYNE JEWELL LA. BAR ROLL NO. 7265

Louisiana Bar Roll No./Notary No.

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**CASH SALE** 

STATE OF LOUISIANA

COB\_ On the 10th day of April, 2014/

before the undersigned Motary commissioned and qualified

CERT IF IED TRUE COPY BY and in the presence of the subscribing witnesses,

personally came and appeared:

DEPUTY CLERK

ASCENSION COMMERCE CENTER, LLC (TIN: XX-XXX6890), a Louisiana limited liability company, authorized to do and doing business in the State of Louisiana, whose mailing address is P. O. Box 692, New Roads, LA 70760; represented herein by L. J. Grezaffi, Manager, by virtue of a Written Consent, a copy of which is attached hereto and made a part hereof;

herein called SELLER, who declared that for the price of\_ NINE HUNDRED THOUSAND AND NO/100-- DOLLARS, receipt of the equivalent of which is hereby acknowledged, SELLER hereby sells (\$900,000.00)and delivers with a limited warranty of title, said warranty of title being limited to Seller's own acts but no further, but with full subrogation to all rights and actions of warranty SELLER may have, unto:

PHL INVESTMENTS, L.L.C. (TIN: XX-XXX8036), a Louisiana limited liability company, authorized to do and doing business in the Parish of Ascension, State of Louisiana; appearing by its duly authorized members, James H. Boyce, III and Jane Paige Boyce Gary; whose mailing address is declared to be 42514 Clouatre Road, Gonzales, LA 70737;

herein called BUYER, the following described property, the possession and delivery of which BUYER acknowledges:

A CERTAIN TRACT or parcel of land including all buildings and improvements, being Lot 8-A-1 of Ascension Commercial Park Subdivision, located in Section 50, Township 9 South, Range 2 East, Southeastern Land District East of the Mississippi River, near the town of Geismar, Ascension Parish, Louisiana, and being more particularly described as follows:

COMMENCING at a point at the intersection of the Northern right of way line of Louisiana State Highway 30 and the Western right of way line of Industrial Drive, thence proceed \$ 89°08'42" W for an approximate distance of 2,618 feet along the northern right of way of Louisiana State Highway 30 to the southeast corner of the proposed Lot 8-A-1 and the POINT OF BEGINNING and the beginning of a curve; said curve turning to the right and having a radius of 2,804.79 feet, and whose long chord bears N 67° 34'28" W for a distance of 341.11 feet to a point and corner; thence proceed N 41°53'9" E a distance of 1,184.28 feet to a point and corner; thence proceed S 45°24'28" E for a distance of 326.40 feet to a point and corner; thence proceed S 42°07'31" W for a distance of 1,055.24 and back to the POINT OF BEGINNING.

Said Lot 8-A-1, containing 8.35 acres (363,683 square feet) as shown thereon and according to a map entitled "Map Showing Resubdivision of Lot 6, Lot 7 & Lot 8-A into Lot 6-A, Lot 7-A and Lot 8-A-1 Ascension Commercial Park" prepared by Jamie B. Bordelon, Professional Land Surveyor, dated March 24, 2014 and recorded at File No. 846623 of the official records of Ascension Parish, Louisiana.

#### THIS SALE IS SUBJECT TO THE FOLLOWING CONDITIONS:

- The above described property is subject to the Act of Subdivision Restrictions recorded at File No. 1. 580005 of the official records of Ascension Parish, Louisiana.
- 2. Seller hereby specifically reserves to itself all of the oil, gas and hydrocarbon minerals and mineral rights attributable to said property. The prescription regarding the mineral servitude created hereby shall be interrupted and/or suspended, as the case may be, as to the entirety of the tract burdened by the servitude by the drilling and/or production from any well located off the said property located within a unit established by the commissioner of conservation of State of Louisiana, or by a declared unit, any of which units include any portion of said property, or by a declared unit, any of which united include any portion of said property.

All surface rights are waived;

3. The herein described property is sold "as is, where is" without any warranties whatsoever as to fitness or condition, whether express or implied, and BUYER expressly waives the warranty of fitness and the guarantee against hidden or latent vices. Buyer forfeits the right to void the sale, return of the purchase price or reduce the purchase price on account of some hidden or latent vice or defect in the property sold.

Taxes for the current year will be pro-rated.

All parties signing the within instrument have declared themselves to be of fully legal capacity.

All agreements and stipulations herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

Done and signed by the parties on the date set out above, at my office in <u>Gonzales</u>, Louisiana, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary.

Gloria Wiley

ASCENSION COMMERCE CENTER, LLC

CREZARFI, Member

PHL INVESTMENTS, LLC

NOTARY PUBLIC

ROBERT RYLAND PERCY, III **BAR ROLL NO.: 10418** 

Title Insurance Producer: Robert Ryland Percy, II
Address: 712 N. Burnside Avenue, Gonzales, LA 70737
Produce License No.: 104165
Title Insurance Underwriter: Security Title Guarantee Corporation of Baltimore

LA Bar Roll No.: 10418

### ASCENSION COMMERCE CENTER, L.L.C. Written Consent/Authorization/Mandate of Members

Present: L. J. Grezaffi, the only member of Ascension Commerce Center, L.L.C.

At this meeting on said date, the member of ASCENSION COMMERCE CENTER, L.L.C., (herein "LLC") decided by unanimous action as follows:

I. L. J. GREZAFFI, has the authority to act individually, as mandatory not only for the LLC but for all remaining members and is empowered, directed, and authorized to act on behalf of the LLC without the further written consent of any other member, in the following acts:

To sell to PHL Investments, L.L.C., the following described property:

A CERTAIN TRACT or parcel of land including all buildings and improvements, being Lot 8-A-1 of Ascension Commercial Park Subdivision, located in Section 50, Township 9 South, Range 2 East, Southeastern Land District East of the Mississippi River, near the town of Geismar, Ascension Parish, Louisiana, and being more particularly described as follows:

COMMENCING at a point at the intersection of the Northern right of way line of Louisiana State Highway 30 and the Western right of way line of Industrial Drive, thence proceed S 89°08'42" W for an approximate distance of 2,618 feet along the northern right of way of Louisiana State Highway 30 to the southeast corner of the proposed Lot 8-A-1 and the POINT OF BEGINNING and the beginning of a curve; said curve turning to the right and having a radius of 2,804.79 feet, and whose long chord bears N 67° 34'28" W for a distance of 341.11 feet to a point and corner; thence proceed N 41°53'9" E a distance of 1,184.28 feet to a point and corner; thence proceed S 45°24'28" E for a distance of 326.40 feet to a point and corner; thence proceed S 42°07'31" W for a distance of 1,055.24 and back to the POINT OF BEGINNING.

Said Lot 8-A-1, containing 8.35 acres (363,683 square feet) as shown thereon and according to a map entitled "Map Showing Resubdivision of Lot 6, Lot 7 & Lot 8-A into Lot 6-A, Lot 7-A and Lot 8-A-1 Ascension Commercial Park" prepared by Jamie B. Bordelon, Professional Land Surveyor, dated March 24, 2014 and recorded at File No. 846623 of the official records of Ascension Parish, Louisiana.

Said sale shall be for the consideration and upon the terms and conditions as the said Member deems proper. He is further authorized to incorporate in such instrument such terms, conditions and agreements as the said Member shall deem meet and proper in his sole and uncontrolled discretion, to sign all papers, documents and acts necessary in order to convey the hereinabove described property, to receive and receipt for the proceeds thereof and to do any and all things the said Member, in his sole and uncontrolled discretion, deems necessary or proper in connection therewith.

- II. This authority may be recorded with the Clerk and Recorder for Ascension Parish, Louisiana, so as to allow any and all parties to rely upon the authority of the named member(s) to act on behalf of and bind the LLC.
- III. This mandate may be revoked by the vote of a majority of the members of the LLC.

/cc

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SALE WITH MORTGAGE

STATE OF LOUISIANA

PARISH EAST BATON ROUGE

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CERTIFIED TRUE COPY BY

Before the undersigned notaries public, duly commissioned and qualified in and for the parish and state aforesaid, and in the presence of the undersigned to witnesses, personally came and appeared:

ASCENSION COMMERCE CENTER, L.L.C. (TIN #XX-XXX6890), a Louisiana limited liability company, with its principle place of business and domicile in Pointe Coupee Parish, Louisiana, and with its permanent mailing address being P.O. Box 692, New Roads, Louisiana 70760; being represented herein by its duly authorized manager, L.J. Grezaffi, pursuant to a Certificate of Authority attached hereto and made a part hereof (herein "Seller");

who declares that, Seller hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty Seller may have unto:

CHICAGO LAND INVESTMENTS, LLC (TIN #XX-XXX7603), a Louisiana limited liability company, with its principal place of business and domicile in East Baton Rouge Parish, Louisiana, and with its permanent mailing address of 9437 Brookline Avenue, Baton Rouge, Louisiana 70809; being represented herein by its duly authorized Manager, Ralph Theriot, pursuant to a Certificate of Authority attached hereto and made a part hereof (herein "Buyer");

All of Seller's rights, title and interest in the following described property (the "Property"), the possession and delivery of which Buyer acknowledges:

A CERTAIN LOT OR PARCEL OF GROUND, together with all of the building and improvements thereon, and all rights, ways, servitudes, advantages, privileges and appurtenances thereunto belonging or in anywise appertaining, being LOT 69-A-1, of ASCENSION INDUSTRIAL PARK SUBDIVISION, situated in Section 50, T9S, R2E, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, and being more particularly described on a "Map Showing Resubdivision of Lot 69-A and Lot LJG-2-A-1-A-1-A into Lot 69-A-1 and Lot LJG-2-A-1-A-1-A-1, Section 50, Township 9 South, Range 2 East, Southeastern Land District, East of The Mississippi River, Ascension Parish, Louisiana for L.J.G. Land Company, L.L.C." prepared by Jamie M. Bordelon, Professional Land Surveyor, dated March 25, 2014, and recorded on April 3, 2014 at Inst. #00847478, in the conveyance records of Ascension Parish, Louisiana. Said lot having such measurements and dimensions as are shown on said map,

and being subject to such servitudes and restrictions as are shown on said map or filed of record.

Being a portion of the property acquired by Seller by an act of Capital Contribution recorded on November 30, 2011 as Instrument #00786732, in the conveyance records of Ascension Parish, Louisiana.

This sale is made for the price of SIX HUNDRED FORTY-FOUR THOUSAND TWO HUNDRED FIFTY AND NO/100 (\$644,250.00) DOLLARS, of which Buyer has paid the sum of ONE HUNDRED SIXTY-ONE THOUSAND SIXTY-TWO AND 50/100 (\$161,062.50) DOLLARS as a down payment at or prior to the closing, the receipt of which is acknowledged; and for the remainder of the purchase price, Buyer has executed a promissory note of even date herewith, payable to the order of Seller in the sum of FOUR HUNDRED EIGHTY-THREE THOUSAND ONE HUNDRED EIGHT-SEVEN AND 50/100 (\$483,187.50) DOLLARS being the credit portion for which Buyer acknowledges that it is indebted to Seller and represented by the following described promissory note:

One (1) certain promissory note dated April 17, 2014, payable to the order of ASCENSION COMMERCE CENTER, L.L.C., in the sum of FOUR HUNDRED EIGHTY-THREE THOUSAND ONE HUNDRED EIGHT-SEVEN AND 50/100 (\$483,187.50) DOLLARS, payable in five (5) annual installments of ONE HUNDRED ELEVEN THOUSAND SIX HUNDRED FIFTEEN AND 49/100 (\$111,615.49) DOLLARS, each, with the first payment being due April 17, 2015 and each year thereafter, together with interest at the rate of five (5%) percent per annum, until paid in full, payable at P.O. Box 692, New Roads, Louisiana 70760 (the "Note").

I, notary, paraphed the Note "Ne Varietur" for identification with this act and delivered it to the Seller, which acknowledges its receipt.

Buyer acknowledges that there is an outstanding mortgage on the Property conveyed herein and this Sale with Mortgage is made subject to that Collateral Mortgage dated November 20, 2006, in favor of American Gateway Bank, which was recorded in the Mortgage records of Ascension Parish, Louisiana, on November 22, 2006, at Instrument No. 00654485 ("Senior Mortgage"). Seller understands, acknowledges, and agrees that the vendor's lien and mortgage created herein in favor of Seller is and shall remain subordinate to the Senior Mortgage.

In order to secure the full and final payment of the unpaid purchase price, represented by the Note, together with all costs, including reasonable attorney's fees, Buyer grants and Seller retains a special mortgage with vendor's lien and privilege on the property sold in favor of Seller and any future holder of the Note, or any part thereof, until the Note shall have been fully paid and satisfied. If any part of the Note shall not be punctually paid according to its tenor, and failure of Maker to timely cure a default after receipt of fifteen (15) day notice to cure, the

Property may be seized and sold under ordinary or executory process issued by any court of competent jurisdiction, with or without appraisement, to the highest bidder, payable in cash. Buyer expressly dispenses with appraisement and confesses judgment in favor of any holder of the Note for its full amount with interest and costs, including reasonable attorney's fees, and all other amounts secured hereby.

- 1. <u>Covenants of Buyer/Mortgagor</u>. Buyer hereby covenants and agrees to the faithful performance of all of the following stipulations and obligations in favor of Seller:
  - A. To pay all taxes assessed and all liens which may be asserted by governmental authorities against the Property before they become delinquent. Buyer shall furnish Seller evidence of the payment of taxes and other governmental charges asserted against the Property. In the event Buyer should, for any reason, fail to pay and discharge promptly any such taxes and charges when due, Seller shall be authorized to pay the same, with full subrogation to all rights of taxing authorities by reason of such payment.
  - B. To keep valid and unimpaired the lien hereby created or intended to be created and to execute all such further instruments, assignments and to do all other things that may be reasonably required by Seller to maintain the validity and priority of the lien on the Property created by this vendor's mortgage.
  - C. To permit Seller or Seller's agent to have access to and the right to inspect the Property at all reasonable times, subject to reasonable notice to Buyer.
  - D. Buyer shall obtain and keep in force a liability insurance policy with an A+ rated insurance company insuring the property conveyed herein for a minimum of \$1,000,000 liability coverage.

Buyer waives in favor of the Seller any and all homestead exemptions and other exemptions to which Buyer is or may be entitled under the constitution or the statutes of the State of Louisiana insofar as the property and improvements are concerned.

- 2. <u>Default</u>. Buyer covenants, agrees and stipulates that if any one or more of the following events shall happen or occur, namely:
  - (a) If default be made in the payment of all or any part of any installment of principal and/or interest on the Note and such default is not cured within fifteen (15) days after Buyer receiving written notification of non-payment of the Note from Seller;
  - (b) If default be made in the repayment promptly on demand, together with interest on any payments made by Seller for taxes or insurance coverage ("Advances") that Seller may pay hereunder;

- (c) If default be made in the due observance or performance of any other covenant, stipulation or condition herein required to be kept by Buyer and any such default shall continue for a period of fifteen (15) days after written notice thereof to Buyer by Seller specifying such default and requiring the same to be remedied;
- (d) If the Buyer should (i) make a general assignment for the benefit of creditors or; (ii) file a case or have a case filed against Buyer under Title 11 of the U.S. Code or any other insolvency law;
- (e) If an order, judgment or decree shall be entered appointing a receiver, trustee or liquidator of Buyer, or of all or substantially all of Buyer's assets; or
- (f) If the Property or any part thereof be seized in the execution of a writ of executory process, attachment, fieri facias or any other legal process, or an order for the sale of the Property or any part thereof be issued in any judicial proceeding, and such writ is not released, revoked, stayed or set aside within thirty (30) days from the issuance thereof;

THEN, AND IN EACH AND EVERY SUCH CASE, the entire unpaid balance on the Note, at the option of the Seller, may be declared to be due and payable immediately. Buyer hereby consents, agrees and stipulates that in the event of any such default it shall be lawful for Seller to have the Property seized and sold under executory or ordinary process as hereinabove provided.

Notwithstanding any of the foregoing provisions, the Note and this Mortgage may only be assigned with the written consent of the Buyer.

Seller warrants that all taxes assessed against the Property herein have been paid. Taxes for the year 2014 will be prorated between the parties and paid by Buyer.

<u>Notice to Tax Assessor</u>: The entity responsible for all property taxes and assessments and the address to which the property tax and assessment notices are to be mailed are as follows:

Chicago Land Investments, LLC, Attention: Ralph Theriot, 9437 Brookline Avenue, Baton Rouge, Louisiana 70809; and with a copy sent to Ascension Commerce Center, L.L.C., Attention: L.J. Grezaffi, at P.O. Box 692, New Roads, Louisiana 70760.

Seller hereby reserves unto itself and its successors and assigns 100% of all hydrocarbon minerals and hydrocarbon mineral rights. Seller hereby waives all surface rights.

The parties herby waive any resolutory condition, right of rescission, and stipulation pour autrui, that may be created in this Act of Sale with Mortgage and Assumption of Mortgage.

If any portion or portions of this Act of Sale with Mortgage shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

All certificates of mortgages, zoning, taxes or any other required certificates are dispensed with by the parties, who relieve the undersigned Notary Public of any responsibility for the production thereof.

All the agreements and stipulations herein contained, and all the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. The Buyer, their successors and assigns, shall have and hold the Property described herein in full ownership forever.

No title examination was requested and no title examination or title opinion was provided by the undersigned Notary. The property description set forth herein was provided by the Appearers and the Appearers agree to hold harmless and indemnify the Notary herein from any liability in connection with this Act.

[SIGNATURES ON FOLLOWING PAGES]

THUS DONE AND SIGNED by Selle in Baton Rouge, Louisiana, in the presence hereunto sign their names together with the Buy	of the undersigned competent witnesses who
WITNESSES:	SELLER:
Print Name: March W. BARTON JY	ASCENSION COMMERCE CENTER, L.L.C.  By:  L. J. Stezaffi, Manager
Print Name: Bar/Notary ID: My Commission	OFFICIAL SEAL DIANNA R DATZ NOTARY ID # 127641 STATE OF LOUISIANA PARISH OF EAST BATON ROUGE My Commission is for Life

in Source, Louisiana, in the presenter with the apprenticulary.	ence of the undersigned competent witnesses who
WITNESSES	BUYER:
Print Name: Linda L James  Print Name: KERRY DUNN	CHICAGO LAND INVESTMENTS, LLC  By: Ralph\Theriot, Manager
NOT Print Name: Notary ID: My Commissions	ARY PUBLIC  OFFICIAL SEAL  DIANNA R. DATZ  NOTARY ID # 127641  STATE OF LOUISIANA  PARISH OF EAST BATON ROUGE  My Commission is for Life

# CERTIFICATE OF AUTHORITY OF ASCENSION COMMERCE CENTER, L.L.C.

The undersigned, being the sole Manager of ASCENSION COMMERCE CENTER, L.L.C. (the "Company"), hereby certifies that L.J. Grezaffi, has the authority and is empowered to take all actions for and on behalf of the Company, which actions includes the following:

- (a) to execute any and all necessary documents to acquire, purchase, sell, lease, exchange, donate or otherwise transfer any property, personal or real, to sign any deeds, leases, including mineral leases, purchase and sale agreements related or incidental thereto, any closing documents and disclosure forms;
- (b) to negotiate loans from any lending institution and execute all documents including notes, mortgages, and security agreements incident in any amount and with such terms as he deems fit and proper;
- (c) to represent the company with respect to any general business matters and sign any documents or agreements with respect thereto containing such terms and conditions as he, the Manager deems fit and proper in his sole discretion.

This Authorization shall not act to supersede any prior Authorizations of the Company, said prior Authorizations to remain in full force and effect.

Third parties may rely on this certification of the sole Manager of Company that said Manager has the full authority to act for the Company in connection with any of the transactions specified above, which he, in his sole discretion, deems necessary.

Certified this 17th day of April, 2014.

ASCENSION COMMERCE CENTER, L.L.C.

# CERTIFICATE OF AUTHORITY OF CHICAGO LAND INVESTMENTS, LLC

The undersigned, being the sole Manager of CHICAGO LAND INVESTMENTS, LLC (the "Company"), hereby certifies that Ralph Theriot, has the authority and is empowered to take all actions for and on behalf of the Company, which actions includes the following:

- (a) to execute any and all necessary documents to acquire, purchase, sell, lease, exchange, donate or otherwise transfer any property, personal or real, to sign any deeds, leases, including mineral leases, purchase and sale agreements related or incidental thereto, any closing documents and disclosure forms;
- (b) to negotiate loans from any lending institution and execute all documents including notes, mortgages, and security agreements incident in any amount and with such terms as he deems fit and proper;
- (c) to represent the company with respect to any general business matters and sign any documents or agreements with respect thereto containing such terms and conditions as he, the Manager deems fit and proper in his sole discretion.

This Authorization shall not act to supersede any prior Authorizations of the Company, said prior Authorizations to remain in full force and effect.

Third parties may rely on this certification of the sole Manager of Company that said Manager has the full authority to act for the Company in connection with any of the transactions specified above, which he, in his sole discretion, deems necessary.

Certified this 17th day of April, 2014.

CHICAGO LAND INVESTMENTS, LLC

By:

Ralph Theriot, Manager

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STATE OF LOUISIANA PARISH OF ASCENSION

#### ACT OF CASH SALE

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BEIT KNOWN, that on the below mentioned dates, before the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

ASCENSION COMMERCE CENTER, LLC, a Louisiana limited liability company, authorized to do and doing business in the State of Louisiana, whose address is 143 East Main Street, Suite 6, New Roads, Pointe Coupee Parish, Louisiana 70760, represented herein by L. J. Grezaffi, Manager, duly authorized by Articles of Organization recorded at Original No. 786731 of the official records of Ascension Parish, Louisiana and made a part hereof by reference; (hereafter referred to as "SELLER");

who declared that for the price of ONE HUNDRED THIRTY THOUSAND THREE HUNDRED NINETY-EIGHT AND NO/100 (\$130,398.00) 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:

CORNERSTONE DEVELOPMENT OF ASCENSION, L.L.C., a Louisiana limited liability company, authorized to do and doing business in the State of Louisiana, whose address is 16176 Tara Drive, Prairieville, Ascension Parish, Louisiana 70769, represented herein by Huey M. Beason, Jr. and Robbie Fenn, duly authorized by Certificate of Authority recorded on October 5, 2007 at Original No. 681074 of the official records of Ascension Parish, Louisiana and made a part hereof by reference; (hereafter referred to as "PURCHASER");

the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER acknowledges:

A certain tract or parcel of ground, together with all buildings and improvements situated thereon, situated in Section 50, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, and shown more clearly on a map or plan of survey prepared by James N. Bordelon P.L.S. dated November 8, 2013 and approved by the Ascension Parish Planning Commission on November 8, 2013 and entitled "MAP SHOWING RESUBDIVISION OF LOT LJG-2-A-3-A INTO LOTS LJG-2-A-3-A-1, LJG-2-A-3-A-2, LJG-2-A-3-A-3, LJG-2-A-3-A-4, LJG-2-A-3-A-5, LJG-2-A-3-A-6, LJG-2-A-3-A-7, LJG-AND LJG-2-A-3-A-8 SECTION 50, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA", said map being recorded on November 8, 2013 at COB File No. 838635 of the official records of Ascension Parish, Louisiana. Said Lot being designated as Lot LJG-2-A-3-A-6 containing 1.016 acres and having such bearings and dimensions and being subject to such servitudes and set back lines as shown more clearly on a map or plan of survey referred to above and made part hereof by reference.

The above described property is subject to that certain Act of Restrictions recorded on March 28, 2014 at COB Instrument No. 00846944 of the official records of Ascension Parish, Louisiana. This statement is not intended to reimpose or reestablish said restrictions, but to make Purchaser aware of the same.

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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.

WARRANTY WAIVER: Purchaser hereby acknowledges and agrees that Seller is hereby transferring its right, title and interest in and to the Property without any warranty or recourse whatsoever (other than warranty of title), but with full substitution and subrogation in and to all of the rights and actions of warranty which Seller has or may have against all preceding owners or vendors.

Purchaser acknowledges and agrees that the Property is being sold by Seller to Purchaser as is, where is, with all faults, and without any warranties (other than warranty of title), express or implied, including but not limited to warranties of condition, fitness for a particular purpose or habitability. Purchasers acknowledges and agrees that Seller has made no representation, warranty or guaranty, express of implied, oral or written, past, present of future, of, as to, or including: (a) the condition or state of repair of the Property, including, without limitation, any condition arising in connection with the generation, use, transportation, storage, release or disposal of hazardous substances (which includes all substances listed as such by applicable law, all pollutants or contaminants, whether harmful or not, petroleum and natural gas and their components and distillates, asbestos and naturally-occurring but harmful substances such as methane or radon) on, in, under, above, upon or in the vicinity of the Property; (b) the quality, nature, adequacy and physical condition of the Property, including but not limited to, the structural elements, environmental issues, wetlands issues, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, plumbing, sewage, and utility systems and facilities; (c) the quality, nature, adequacy and physical conditions of soils and geology and the existence of ground water, including without limitation, soil compaction, grading and drainage; (d) the existence, quality, nature, adequacy and physical conditions of utilities serving the Property; (e) the development potential of the Property, its habitability, or the fitness, suitability or adequacy of the Property for any particular purpose; (f) the zoning of the Property; (g) the Property or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person of entity; and (h) the quality of any labor and materials.

Purchaser hereby acknowledges and declares relying solely on its own inspection and evaluation of the Property and not on any warranties or representations, express or implied, from Seller. Any and all warranties, express or implied, with respect to the Property, including but not limited to those related to the condition of the Property or fitness of the Property for a particular purpose, are hereby disclaimed by Seller and are hereby expressly waived by Purchaser.

Purchaser shall have absolutely no right or cause of action against Seller, whether in tort, contract, quasi-contract or otherwise, to assert in any controversy or litigation any claim or demand arising from the sale or purchase of, or in any way related to or in connection with, the Property, and the same are hereby waived and relinquished by Purchaser, except as to warranty of title.

Purchaser hereby expressly waive and renounce any and all rights in redhibition pursuant to Louisiana Civil Code Article 2520, et seq., the warranty imposed by Louisiana Civil Code Article 2476, and its ability to rescind the sale of the Property or seek a reduction in the Purchase Price for any reason whatsoever, and Purchaser hereby releases Seller from any and all liability whatsoever in connection therewith.

Purchaser acknowledges and agrees that Purchaser has been afforded the opportunity to conduct and complete, and has conducted and completed, all inspections of the Property and all component parts thereof, as deemed necessary or advisable by Purchaser, and Purchaser hereby accepts the Property in its existing "AS IS" and "WHERE IS" condition, and this waiver and disclaimer of express and implied warranties of fitness and the condition of the Property has been taken into consideration and is reflected in the terms of the Purchase Price.

PURCHASER HEREBY ACKNOWLEDGES THAT: (I) THE FOREGOING WAIVERS AND DISCLAIMERS HAVE BEEN BROUGHT TO THE ATTENTION OF PURCHASER, (II) THE FOREGOING WAIVERS AND DISCLAIMERS HAVE BEEN READ AND ARE UNDERSTOOD BY PURCHASERS, (III) THE AGREEMENT OF PURCHASERS WITH AND TO ALL OF THE TERMS AND CONDITIONS OF THESE WAIVERS AND DISCLAIMERS IS AN INTEGRAL PART OF THIS AGREEMENT BETWEEN SELLER AND PURCHASERS WITHOUT WHICH THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY SELLER, AND (IV) THE PURCHASE PRICE REFLECTS, AND TAKES INTO CONSIDERATION, THE FOREGOING WAIVERS AND DISCLAIMERS.

Purchaser's Initials

Taxes for the current year will be pro-rated.

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.

Appearers 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 day of April, 2014, at Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the date hereinabove written, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

**SELLER:** 

Jade C Dufren

ASCENSION COMMERCE CENTER, L.L.C.

**PURCHASER:** 

CORNERSTONE DEVELOPMENT OF ASCENSION, LLC

**NOTARY PUBLIC** NOTARY/BAR ROLL # 20570

Dwight D. Poirrier, Notary Public Bar Roll #20570 Commissioned for Life

ENDOF DOCUMENT AFCC

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### **CASH SALE**

**BE IT KNOWN THAT** on the dates stated below, before the undersigned Notaries Public duly qualified and commissioned in and for their respective jurisdictions, and in the presence of the subscribing witnesses, personally came and appeared:

ASCENSION COMMERCE CENTER, L.L.C., a Louisiana limited liability company domiciled in the Parish of Pointe Coupee, State of Louisiana, represented herein by its Manager, L.J. Grezaffi, duly authorized pursuant to the Certificate of Authority attached hereto and made a part hereof, who declares its mailing address to be P.O. Box 692, New Roads, Louisiana 70760 (hereinafter referred to as "Seller"),

who declared that for the price of SEVEN HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED AND 00/100 (\$741,500.00) DOLLARS cash, receipt of which is acknowledged, Seller hereby sells and delivers with limited warranty of title as to Seller's own acts, but no further, but with full substitution and subrogation to all other rights and actions of warranty Seller may have, unto:

SUR HWY 30 PROPERTIES, L.L.C., a Louisiana limited liability company domiciled in the Parish of East Baton Rouge, State of Louisiana, represented herein by its Manager, Donald M. Jarreau, Jr., duly authorized pursuant to the Certificate of Authority attached hereto and made a part hereof, who declares its mailing address to be 10604 Coursey Boulevard, Baton Rouge, Louisiana 70816 (hereinafter referred to as "Purchaser"),

here present, purchasing and accepting and acknowledging delivery and possession of the following described property (the "Property"), to-wit:

ONE (1) CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, Louisiana, in that subdivision thereof known as ASCENSION COMMERCIAL PARK, and being more particularly described and designated according to "Map Showing the Resubdivision of Lot 13-A-1, Lot 14 and Tract LJG-2-A-1 into Lot 13-A-1-A, Lot 14-A and Tract LJG-2-A-1-A Located in Section 50, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana for Ascension Commerce Center, LLC", dated November 16, 2012, prepared by Quality Engineering & Surveying, LLC, on file and of record as Entry No. 812363, in the office of the Clerk and Recorder for the Parish of Ascension, State of Louisiana as LOT THIRTEEN-A-ONE-A (13-A-1-A), said subdivision; said lot having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on the resubdivision plat referenced above.

Subject to all previously recorded building restrictions; servitudes; rights of way; easements; building setback lines; and oil, gas and mineral reservations, conveyances, servitudes and leases of record.

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

The Property is hereby sold "as is, where is" without any warranties whatsoever as to fitness or conditions, whether expressed or implied, and Purchaser expressly waives the warranty of fitness and the guarantee against hidden or latent vices. Purchaser forfeits the right to avoid the sale, return of the purchase prices or reduce the purchase price on account of some hidden or latent vice or defect in the property sold.

Initials

Purchaser's

Page 1 of 2



Seller reserves unto itself, its successors and assigns, and excepts from this transfer, all of the oil, gas and other minerals in, under and which may be produced from the property herein conveyed, it being understood, however that Seller, its successors and assigns, shall have the right to produce oil, gas or other minerals in, under and from the property herein conveyed by the use of directional drilling methods only, and thus hereby waives surface rights, and Seller hereby transfers all surface rights to Purchaser. Surface use or operations of any kind or nature whatsoever in connection with said mineral reservation are specifically prohibited. The mineral servitude created hereby shall be interrupted and/or suspended, as the case may be, as to the entirety of the tract burdened by the servitude, (a) by the drilling on and/or production from any well or wells located on any portion of the surface of any of the property affected by the said servitudes, however small that portion may be, or (b) by the drilling and/or production from any well located off the said property located within a unit established by the commissioner of conservation of State of Louisiana, or by a declared unit, any of which units include any portion of said property.

Purchase Initials

Taxes for the year 2013 have been paid by Seller. Taxes for the year 2014 shall be prorated between the parties.

In accordance with La. R.S. 9:2721(B), from and after the date of this sale, (a) the name of the person responsible for all property taxes and assessments is Purchaser, and (b) all property taxes and assessment notices should be mailed to Purchaser at the following address: 10604 Coursey Boulevard, Baton Rouge, Louisiana 70816.

All parties signing the within instrument have declared themselves to be of full legal capacity.

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

THUS DONE AND SIGNED in the City of Baton Rouge, State of Louisiana, on this 31st day of July, 2014, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, Notary, after due reading of the whole.

WITNESSES:

**SELLER:** 

ASCENSION COMMERCE CENTER, L.L.C.

PURCHASER:

SUR HWY 30 PROPERTIES, L.L.C.

Donald M. Jarreau, Jr., Manager

Title Insurance Producer: Address:

Prod. License Number: Title Insurance Underwriter:

Title Opinion By: LA Bar Roll No.

Roedel Parsons Koch Blache Balhoff & McCollister

8440 Jefferson Highway, Suite 301 Baton Rouge, Louisiana 70809

hen

Notary Public Bar Roll No. 1931 My Commission Expires at Death

1931

First American Title Insurance Company of Louisiana

Stephen G. McCollister

# <u>CERTIFICATE OF AUTHORITY</u> <u>OF</u> <u>ASCENSION COMMERCE CENTER, L.L.C.</u>

**The undersigned**, as the Sole Member and Certifying Official of ASCENSION COMMERCE CENTER, L.L.C. (the "Company") hereby certify that L.J. Grezaffi, as Manager of the Company, (the "Manager") is the duly authorized Manager of the Company, and that the Sole Member of the Company has granted the Manager the authority to act for and on behalf of the Company as follows:

The Manager be and he is hereby authorized and empowered for and on behalf of the Company, to sell to SUR HWY 30 PROPERTIES, L.L.C.., a Louisiana limited liability company, for the cash price of SEVEN HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED AND 00/100 (\$741,500.00) DOLLARS, the following described property, to-wit:

ONE (1) CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, Louisiana, in that subdivision thereof known as ASCENSION COMMERCIAL PARK, and being more particularly described and designated according to "Map Showing the Resubdivision of Lot 13-A-1, Lot 14 and Tract LJG-2-A-1 into Lot 13-A-1-A, Lot 14-A and Tract LJG-2-A-1-A Located in Section 50, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana for Ascension Commerce Center, LLC", dated November 16, 2012, prepared by Quality Engineering & Surveying, LLC, on file and of record as Entry No. 812363, in the office of the Clerk and Recorder for the Parish of Ascension, State of Louisiana as LOT THIRTEEN-A-ONE-A (13-A-1-A), said subdivision; said lot having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on the resubdivision plat referenced above.

The Manager be and he is are hereby authorized and empowered on behalf of the Company, to execute an act of Cash Sale for the consideration set forth above, and upon such other terms and conditions as the Manager, in his sole discretion, may determine fit and proper; and to execute any Closing or other documents necessary to carry out the authority granted in this Certificate, containing such terms and conditions as deemed appropriate by the Manager in his sole discretion.

The Company hereby ratifies all prior actions of the Manager related to the above described Property, including without limitation, the execution on behalf of the Company of (a) Agreement to Purchase and Sell with DONNIE JARREAU DEVELOPMENT, L.L.C., effective April 24, 2014 and (b) Assignment of Agreement to Purchase and Sell, effective July 31, 2014 with SUR HWY 30 PROPERTIES, L.L.C.

THUS DONE AND SIGNED this 31st day of July, 2014.

**SOLE MEMBER:** 

**CERTIFICATE** 

The undersigned duly designated Certifying Official does hereby certify that L.J. Grezaffi is the Sole Member of ASCENSION COMMERCE CENTER, L.L.C. and that the foregoing Certificate of Authority has been duly adopted and approved by the Sole Member of the Company.

THUS DONE AND SIGNED this 31st day of July, 2014.

L.J. GREZAFFI Certifying Official

# <u>CERTIFICATE OF AUTHORITY</u> <u>FOR</u> <u>SUR HWY 30 PROPERTIES, L.L.C.</u>

The undersigned, being the Certifying Official of SUR HWY 30 PROPERTIES, L.L.C. (the "Company") and acting in such capacity, hereby certifies that the Members of the Company have unanimously approved and granted the following authority:

Donald M. Jarreau, Jr., as Manager of the Company (the "Manager"), is hereby authorized and empowered for and on behalf of the Company to purchase from ASCENSION COMMERCE CENTER, L.L.C., as Seller, for the cash price of SEVEN HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED AND NO/100 (\$741,500.00) DOLLARS, the following property to-wit:

ONE (1) CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Ascension, Louisiana, in that subdivision thereof known as ASCENSION COMMERCIAL PARK, and being more particularly described and designated according to "Map Showing the Resubdivision of Lot 13-A-1, Lot 14 and Tract LJG-2-A-1 into Lot 13-A-1-A, Lot 14-A and Tract LJG-2-A-1-A Located in Section 50, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana for Ascension Commerce Center, LLC", dated November 16, 2012, prepared by Quality Engineering & Surveying, LLC, on file and of record as Entry No. 812363, in the office of the Clerk and Recorder for the Parish of Ascension, State of Louisiana as LOT THIRTEEN-A-ONE-A (13-A-1-A), said subdivision; said lot having such bearings and dimensions and being subject to such servitudes and building line restrictions of record and as shown on the resubdivision plat referenced above.

The above named Manager be and he is hereby authorized and empowered on behalf of the Company to execute an act of Cash Sale containing the price set forth above and upon such other terms and conditions as he may determine fit and proper, in his sole discretion, and to execute any other documents necessary to carry out the authority granted in this Certificate.

THUS DONE AND SIGNED this 31st day of July, 2014.

DONALD M. JARREAU, JR., Certifying Official

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### WRITTEN CONSENT TO RESUBDIVISION DEFUTY CLERK & RECORDER

STATE OF LOUISIANA

PARISH OF ASCENSION

CERTIFIED TRUE COPY BY

DEPUTY CLERK SLIPFRT60:2

BE IT KNOWN, that on this 15th day of August, 2014, before me, a Notary Public duly commissioned and qualified in and for the state and parish aforesaid, in the presence of the undersigned competent witnesses, personally came and appeared:

L. J. GREZAFFI, a resident of the lawful age of the Parish of Pointe Coupee, State of Louisiana; whose mailing address is Post Office Box 692, New Roads, LA 70760; and

JUDE R. GREZAFFI, a resident of the lawful age of the Parish of Pointe Coupee, State of Louisiana; whose mailing address is Post Office Box 692, New Roads, LA 70760;

(hereinafter referred to collectively as "Appearers"), who declared as follows:

Appearers are all of the members of the Architectural Control Committee (the "Committee") for Ascension Commercial Park (the "Subdivision") and are designated as such in the Act of Restrictions recorded June 30, 2004, as Instrument #580005 of the official records of the Clerk and Recorder for Ascension Parish, Louisiana (collectively, the "Restrictions").

The Restrictions prohibit resubdivision of lots in the Subdivision without the written consent of the Committee.

ASCENSION COMMERCE CENTER, L.L.C., the owner of lots in the Subdivision has requested permission from the committee to resubdivide certain lots in the Subdivision as shown on the plat entitled "Map Showing Resubdivision of Lot 6-A & Lot 7-A Into Lot 6-A-1 & Lot 7-A-1, Ascension Commercial Park", dated June 16, 2014, made by James M. Bordelon, Professional Land Surveyor, which map is recorded at File No. 852905 of the official records of Ascension Parish, Louisiana (the "Plat), and the Committee has agreed to grant the requests.

**NOW, THEREFORE**, the Committee hereby consents to the resubdivision of lots shown on the Plat.

THUS DONE AND SIGNED in Roads. Louisiana, on the day, month and year first above written, in the present of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

WITNESSES:

Printed Name:

ne: Scetel La Cour

. J. GREZAFII

1000

Printed Name:

Louisiana Bar Roll No./Notary No.

Stephen P. Jewell

NOTARY PUBLIC

La. Bar Roll No. 23146

My Commission is for Life.

INSTRUMENT # 00956505 FILED AND RECOMDED ASCENSION CLERK OF COURT 11:22:11 高1

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**CASH SALE** 

STATE OF LOUISIANA

On the 18th day of August, 2014

before the undersigned Notary Public Codoly?

commissioned and qualified

CERTIFIED TRUE COPY BY

and in the presence of the subscribing witnesses, personally came and appeared:

DEPUTY CLIEKK SLIPERIO:

ASCENSION COMMERCE CENTER, LLC (TIN: XX-XXX6890), a Louisiana limited liability company, authorized to do and doing business in the State of Louisiana, whose mailing address is P. O. Box 692, New Roads, LA 70760; represented herein by L. J. Grezaffi, Manager, by virtue of a Written Consent, a copy of which is attached hereto and made a part hereof;

herein called SELLER, who declared that for the price of FIVE HUNDRED SIXTY FIVE THOUSAND TWO HUNDRED EIGHTY TWO AND NO/100----(\$565,282.00)------ DOLLARS, receipt of the equivalent of which is hereby acknowledged, SELLER hereby sells and delivers with a limited warranty of title, said warranty of title being limited to Seller's own acts but no further, but with full subrogation to all rights and actions of warranty SELLER may have, unto:

INDUSTRIAL MUNICIPAL SUPPLY CO., INC. (TIN: XX-XXX4315), a Louisiana corporation authorized to do and doing business in the Parish of Ascension, State of Louisiana; represented herein by its duly authorized officer, Ooly T. LeJeune and Brian Elrod, by virtue of a corporate resolution, a copy of which is attached to an act of Cash Sale dated March 11, 2010 and recorded on March 12, 2010 at File No. 743581 of the official records of Ascension Parish, Louisiana; whose mailing address is declared to be 36504 Highway 30, Geismar, LA 70734:

herein called BUYER, the following described property, the possession and delivery of which BUYER acknowledges:

A CERTAIN TRACT or parcel of land together with all buildings and improvements located in Section 50, Township 9 South, Range 2 East, Southeastern Land District East of the Mississippi River, near the town of Geismar, Ascension Parish, Louisiana, and being more particularly described as Lot 6-A-1, containing 5.19 acres (226,113 square feet) as shown on a map or plan of survey entitled "Map Showing Resubdivision of Lot 6-A & Lot 7-A into Lot 6-A-1 & Lot 7-A-1 Ascension Commercial Park" prepared by Jamie M. Bordelon, Professional Land Surveyor, dated June 16, 2014 and recorded at File No. 852905 of the official records of Ascension Parish, Louisiana. Said Lot 6-A-1 is described as having such measurements and dimensions and being such to such servitudes and building line restrictions as shown by reference to said survey.

### THIS SALE IS SUBJECT TO THE FOLLOWING CONDITIONS:

- The above described property is subject to the Act of Subdivision Restrictions recorded at File No. 1. 580005 of the official records of Ascension Parish, Louisiana.
- Seller hereby specifically reserves to itself all of the oil, gas and hydrocarbon minerals and mineral 2. rights attributable to said property that are presently owned by Seller. The prescription regarding the mineral servitude created hereby shall be interrupted and/or suspended, as the case may be, as to the entirety of the tract burdened by the servitude by the drilling and/or production from any well located on any portion of the surface of any of the property affected by the said servitudes, or any well located off the said property located within a unit established by the commissioner of conservation of State of Louisiana, or by a declared unit, any of which units include any portion of said property, or by a declared unit, any of which united include any portion of said property.

All surface rights are waived;

The herein described property is sold "as is, where is" without any warranties whatsoever as to fitness 3. or condition, whether express or implied, and BUYER expressly waives the warranty of fitness and the guarantee against hidden or latent vices. Buyer forfeits the right to void the sale, return of the purchase price or reduce the purchase price on account of some hidden or latent vice or defect in the property sold. However, Seller shall remain responsible for all Federal and State obligations related to Seller's past activities on the property or obligations related to wetlands. Seller's responsibilities herein shall include, without limitation, wetland permitting and any mitigation obligations.

Taxes for the current year will be pro-rated.

All parties signing the within instrument have declared themselves to be of fully legal capacity.

All agreements and stipulations herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

Done and signed by the parties on the date set out above, at my office in <u>Gonzales</u>, Louisiana, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

ASCENSION COMMERCE CENTER, LLC

L. JGREZAPFU Member

INDUSTRIAL MUNICIPAL SUPPLY CO., INC.

**ERIN WILEY LANOUX BAR ROLL NO.: 28651** 

Title Insurance Producer: Robert Ryland Percy, III Address: 712 N. Burnside Avenue, Gonzales, LA 70737 Produce License No.: 104165

Title Insurance Underwriter: Security Title Guarantee Corporation of Baltimore

LA Bar Roll No.: 10418

## ASCENSION COMMERCE CENTER, L.L.C. Written Consent/Authorization/Mandate of Members

This Agreement is adopted by the members of the limited liability company at a meeting held on this 18th day of August, 2014 at Parish of Pointe Coupee, State of Louisiana. Notice of the meeting was duly waived by the members.

Present: L. J. Grezaffi, the only member of Ascension Commerce Center, L.L.C.

At this meeting on said date, the member of ASCENSION COMMERCE CENTER, L.L.C., (herein "LLC") decided by unanimous action as follows:

I. L. J. GREZAFFI, has the authority to act individually, as mandatory not only for the LLC but for all remaining members and is empowered, directed, and authorized to act on behalf of the LLC without the further written consent of any other member, in the following acts:

To sell to Industrial Municipal Supply Co., Inc., the following described property:

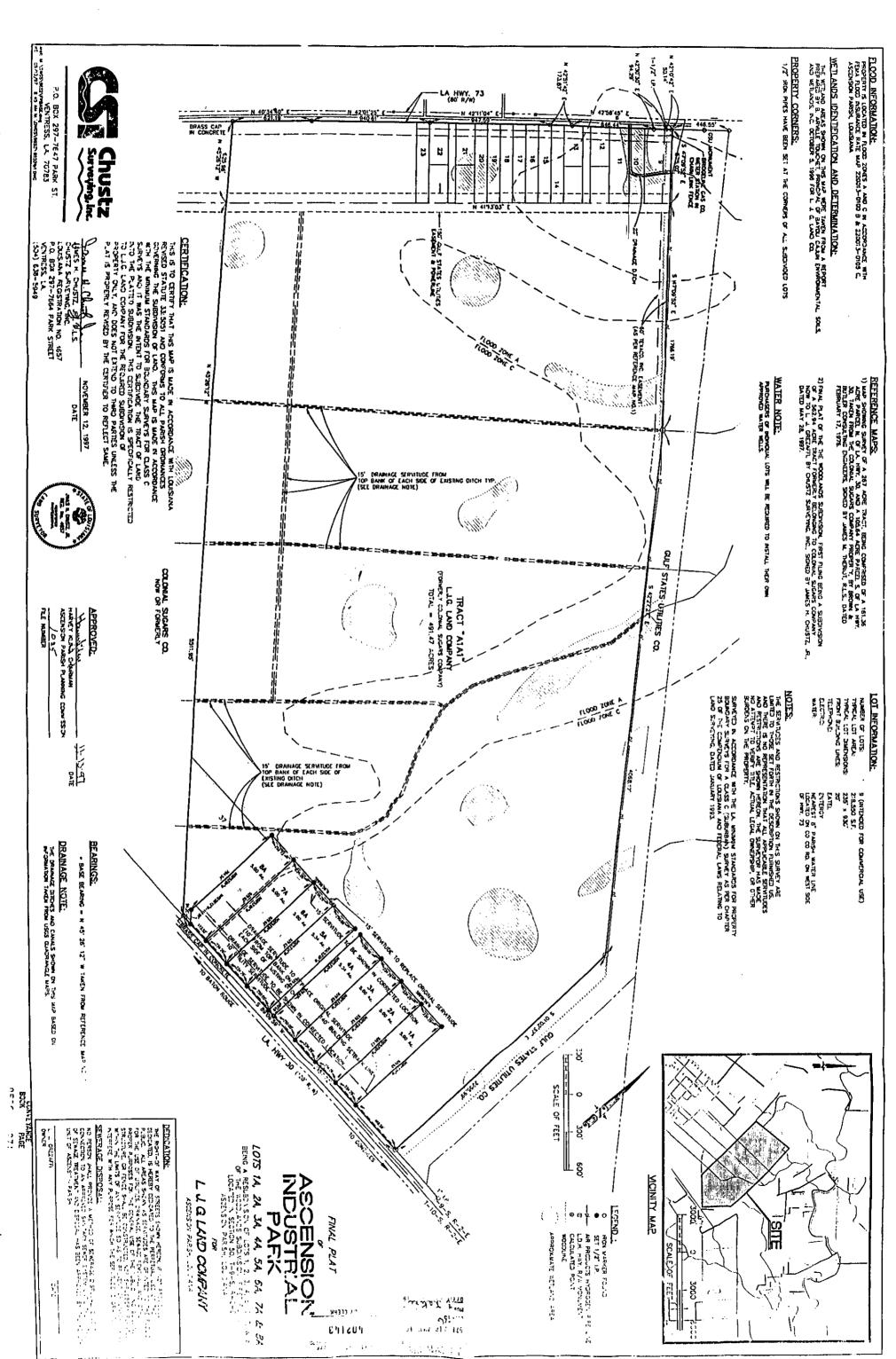
A CERTAIN TRACT or parcel of land together with all buildings and improvements located in Section 50, Township 9 South, Range 2 East, Southeastern Land District East of the Mississippi River, near the town of Geismar, Ascension Parish, Louisiana, and being more particularly described as Lot 6-A-1, containing 5.19 acres (226,113 square feet) as shown on a map or plan of survey entitled "Map Showing Resubdivision of Lot 6-A & Lot 7-A into Lot 6-A-1 & Lot 7-A-1 Ascension Commercial Park" prepared by Jamie M. Bordelon, Professional Land Surveyor, dated June 16, 2014 and recorded at File No. 852905 of the official records of Ascension Parish, Louisiana. Said Lot 6-A-1 is described as having such measurements and dimensions and being such to such servitudes and building line restrictions as shown by reference to said survey.

Said sale shall be for the consideration and upon the terms and conditions as the said Member deems proper. He is further authorized to incorporate in such instrument such terms, conditions and agreements as the said Member shall deem meet and proper in his sole and uncontrolled discretion, to sign all papers, documents and acts necessary in order to convey the hereinabove described property, to receive and receipt for the proceeds thereof and to do any and all things the said Member, in his sole and uncontrolled discretion, deems necessary or proper in connection therewith.

- II. This authority may be recorded with the Clerk and Recorder for Ascension Parish, Louisiana, so as to allow any and all parties to rely upon the authority of the named member(s) to act on behalf of and bind the LLC.
- III. This mandate may be revoked by the vote of a majority of the members of the LLC.

My Commission is for Life.

# **MAPS**



1201L

LOT LT 5.0AC ZA 44 SET BACK LINE O 40' BUILD ING LOTA 0.X20 204.29 234.29 589°06'59"W (120 RIW SURVEY PLAT SHOW LOTA, BEING LOCATED ON LOT 3-A, ASCENSION INDUSTRIAL PARK, LOCATED IN SECTION 50, T95- RZE, ASCENSION PARISH, LA FOP: EATEL Harmit Had Bour Folio No. المؤافأ أأماد المن المتعالية والأله المتعب 60' 60 3767**十**777 SINGLE THE PARTY OF THE PARTY O STATE OF LOWISING AN ACTUAL GROUND SURVEY AND NO FEMA MAP 220013 105 C SHOWS THIS LAND IN FLOOD ZONE

DELINEATION OF JURISDICTIONAL WETLANDS HAS NOT BEEN
REQUESTED NOR IS IT A PART OF THIS SURVEY.

THE ORIGINAL DRAWING OF THIS WORK IS THE PROPERTY OF
JOHN P. EARLES, HI. REPRODUCTION IS PROHIBITED EXCEPT BY
WRITTEN PERMISSION OF THIS FIBM.
ABSTRACTING OF TITLE ON THIS PROPERTY WAS NOT WITHIN
THE SCOPE OF THIS SURVEY. SERVITUDES, RIGHTS-OF-WAYS,
UNDERORGOUND STRUCTURES OR OTHER ENCAMBRANCES OTHER
THAN THOSE SHOWN ON THIS SURVEY MAY EQST. THIS SURVEY
DOES NOT GAUARANTEE-TITLE NOR OWNERSHIP. ENCROACHMENTS EXIST EITHER WAY ACROSS ANY PROPERTY LINES, UNLESS NOTED. JOHN P. EARLES, III REG. NO. 1334 REGISTERED PROFESSIONAL JOHN P. EARLES, III, P.L.S MANAGE SURVEYOR the consulting engineering office of DATE: 3-24-98 EARLES & ASSO CONVEYANCE PAG SCALE: 11" E 60 PAGE gonzales. Jouisiana 504-64

THIS IS TO CERTIFY THAT THIS MAP IS MADE IN ACCORDANCE WITH LOUISAWA REVISED STATUTE 33:5051 AND CONFORMS TO ALL PARSH ORDINANCES COVERNING THE SUBDIVISION OF LAND. THIS MAP IS MADE IN ACCORDANCE WITH THE MARMAUM STANDARDS, FOR PROPERTY BOUNDARY SURVEYS FOR A CLASS "C" SURVEY. THIS CERTIFICATION IS SPECIFICALLY RESTRICTED TO L.I.G. LAND COMPANY, AND DOES NOT EXTEND TO THISD PARTIES UNLESS THE PLAT IS PROPERLY REVISED BY THE CERTIFIER TO REFLECT SAME. CERTIFICATION: APPROVED: REFERENCE MAP:

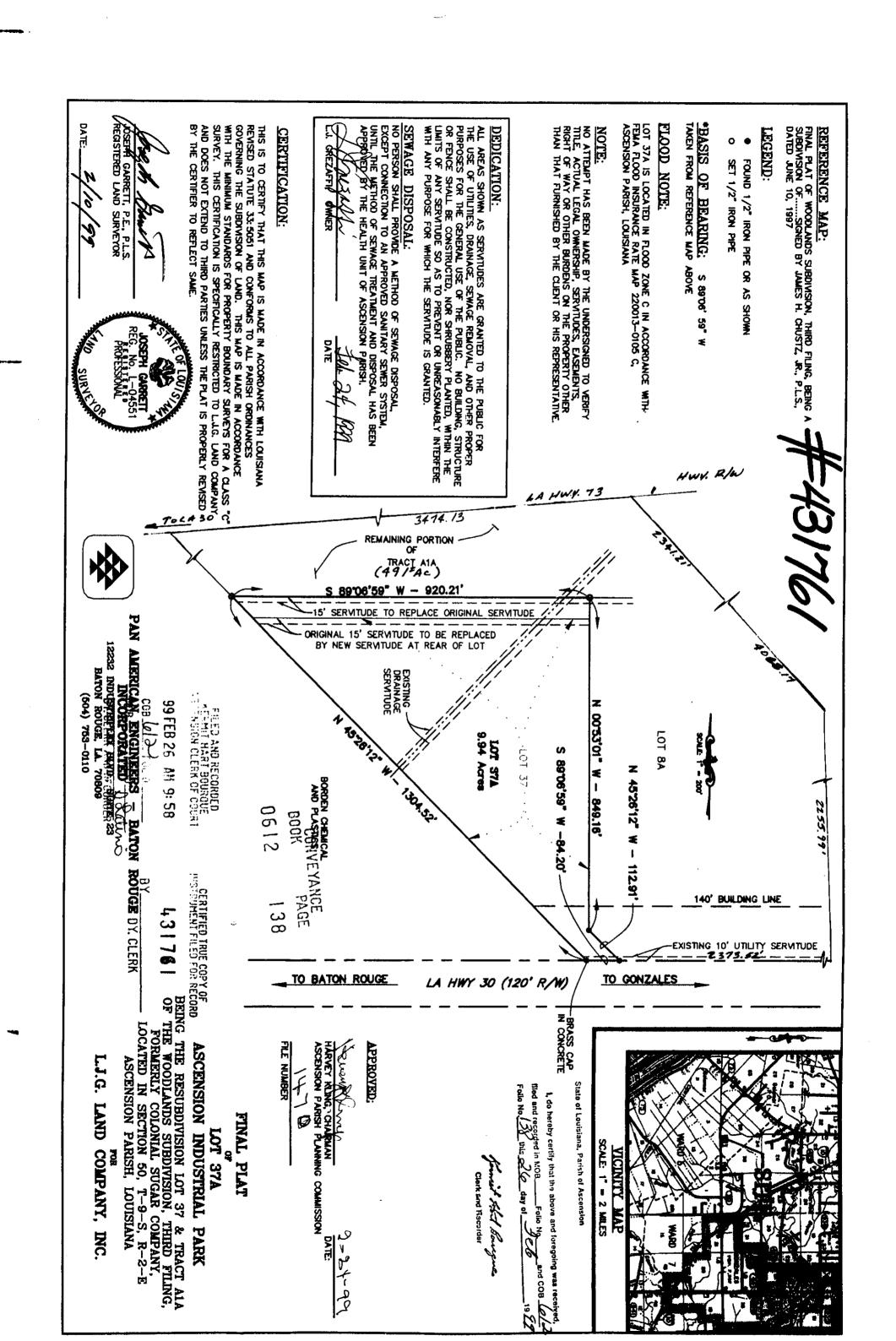
FINAL PLAT OF ASCENSION INDUSTRIAL PARK, LOTS 1A, 2A, 3A,

4A, 5A, 6A, 7A & BA......SIGNED BY JAMES H. CHUSTZ, JR., P.L.S.

DATED NONEMBER 12, 1997 \*HASIS OF BRARING: N 00'53' 01" W LEGEND: FON FOUND CARRETT, P.E., P.L.S. RED LAND SURVEYOR SON SHALL PROVIDE A WETHOO OF SEWACE DISPOSAL COMMECTION TO AN APPROVED SANITARY SEWER SYSTEM, HE METHOD OF DISPOSAL HAS BEEN APPROVED HEALTH UNIT OF ASCENSION PARISH. James 128/98 100.00 16' SERVITUDE NOTE:

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OF CONSTRUCTING A WATER WELL AND DOES
NOT CONSTRUCTING AN ADDITIONAL BUILDING STE LOT 6A-1 AND LOT 6A-2 ARE LOCATED IN FLOOD ZONE C IN ACCORDANCE WITH FEMA FLOOD INSURANCE RATE MAP 272013-0100 B & 220013-0105 C, ASCENSION PARISH, LOUISMANA SEMMINUTE OF ACCESS PORATED -140' BUILDING SETBACK LINE 19 UTILITY SERVITUDE 389'06'54"W TO BATON ROUGE LA. HWY. 30 TO GONZALES HHERE 흄 VICINITY MAP SCALE OF -BOM 90 16 HV L- SNV 86 191814 40 7402 3981 03171832 at 

784 HOOZ



FLOOD NOTE: PROPERTY IS LICENED IN RADID ZORES A AND C IN ACCORDANCE WITH TEMA RADID INSURANCE NATE MAP 220013—0100 B & 220013—0105 C, ASCENSION PARISH, LIAMEMANA 6/25/99 FIRST FILING BASE BEAFNG BEARING BASED ON ("NI 4875'03" E.) CENERAL NOTES MERAGE COSPOSAL
MERAGE COLLECTIO
MED FILMS - PARTI
MEDER OF LOTS: TRACT AIA1-A (477.86 AC.) \* FIRST FILING PAN AMERICAN ENGMEERS - BATON ROUGE INCORPORATED 12222 MOUSTIPPLEX BLVD. SUITE 23 BATON ROUGE LA. 70809 (225) 753-0110 RETERENCE MAP(B) OR DOCUMENT(B): PRIME, PLAT OF ASSESSED ROUSERIA PARK, LOTS IA ZA, JA, 44, 54, 64, 74 & 64.

DATED MORDHESS IZ, 1997.

12, 1997. FINAL PLAT OF THE WOODLANDS SUBDINSORY, THRO PLAND, BOTHE A SUBDINSORY OF TRACE AS, POSSEDRY BELONDED TO COLORAIC, SUCHES COMPANY, HOW TO LL, GREZIAFE, BY CHUSTZ SURVEYING, MC, SONED BY JAMES M, CHUSTZ, AL, DATED JUNE 10, 1907. FINAL PLAT OF LOT 37A, ASSENSOM HOUSTRAN PARK SCHED BY JOSEPH CARRETT, P.E., P.L.S. DATED FEBRUARY 10, 1988. FRAM, PLAT OF THE WOODLANDS SLEEDINSDIM, FRIST FLUKE, BETHE A SLEEDINSDIM OF A \$50.294 ACRE TRACE FEDERALLY BELLONGING TO COLLOWAL SUCIANS COMPANY, MICH TO LLA GREZZAFE, BY CHASTE SLENKETHE, INC., SCHIED BY JAMES H. CHASTE, JR., DATED MAY 26, 1997. A Marie A CARAL THIRD FILING - PART I

BOW THE RESIDENCE OF

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LOTS \$17,14,19,20,27,22 & 23 OF THE MODILANGS SUBDIVISON, THROE FLING

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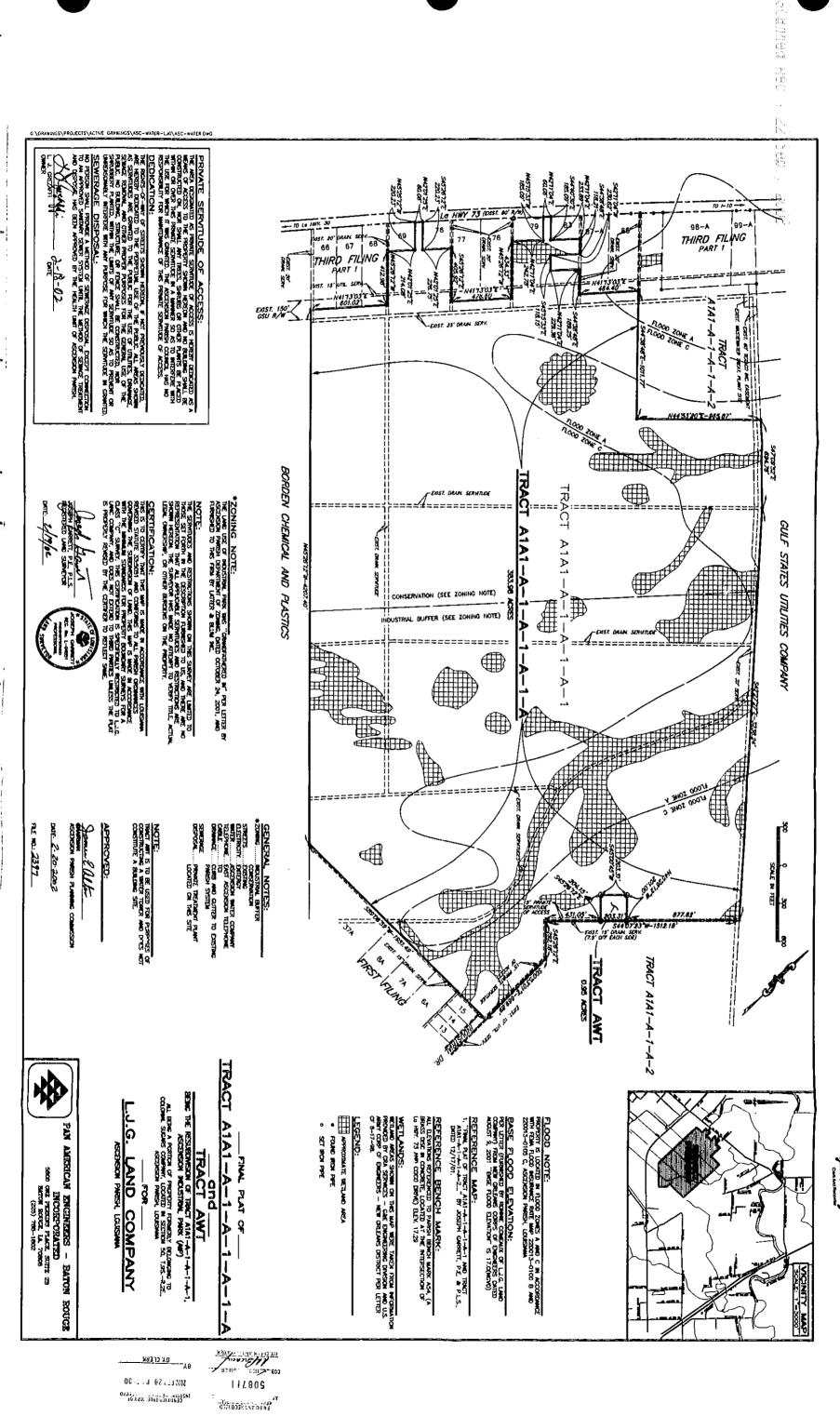
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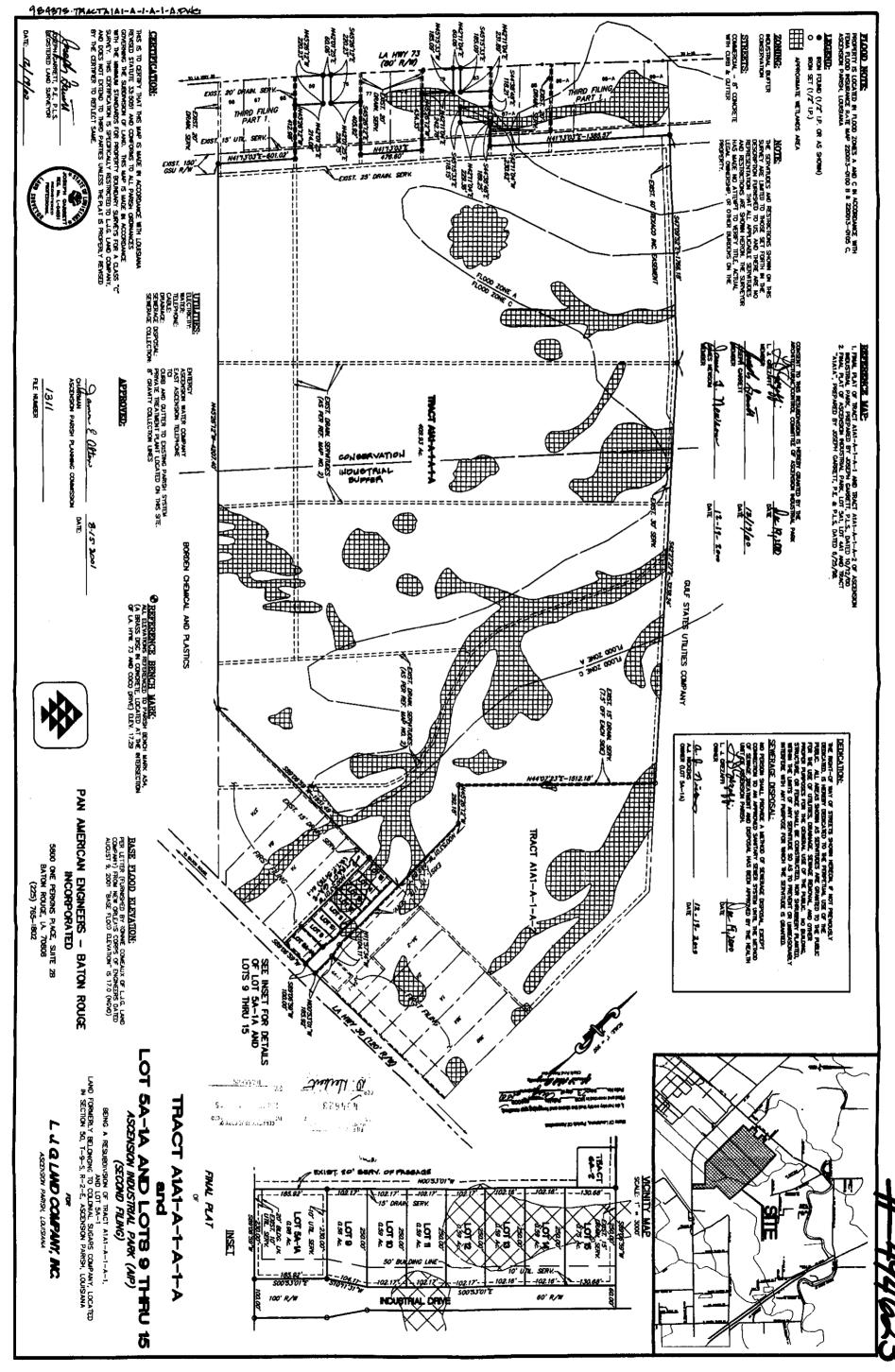
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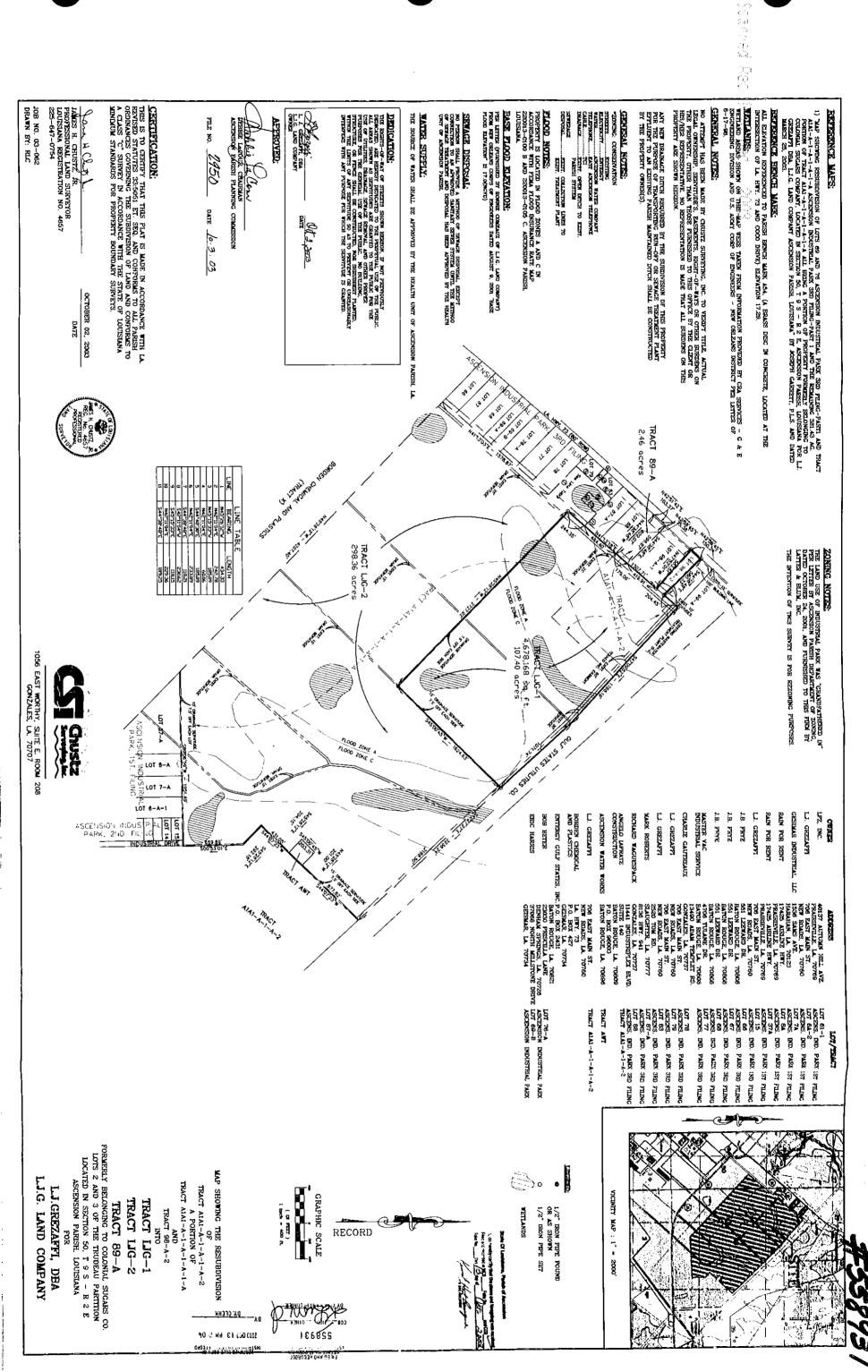
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THIS IS TO CERTIFY THAT THIS MAP IS MADE IN REVISED STATUTE 33:5051 AND COMFORMS TO A COMFORMS. THE SUBDIVISION OF LAND. THIS MAY THE MINIMUM STANDARDS FOR PROPERTY RESURVEY. THIS CERTIFICATION IS SPECIFICALLY RE AND DOES NOT EXTEND TO THIRD PARTIES UNLE BY THE CERTIFIER TO REFLECT SAME.  BY THE CERTIFIER TO REFLECT SAME.  SEFFI CARREST, P.E., P.L.S. BEGISTERED LAND SURVEYOR		S89 06 59 "W-234.29"  EXISTING	PLOOD NOTE:  THE PROPERTY IS: LOCATED IN ZONE C, ACCORDING TO FEDERAL  MISS PROPERTY IS: LOCATED IN ZONE C, ACCORDING TO FEDERAL  MISS PROPERTY IS: LOCATED MALARY ZO, 1993, ASCENSON PARISH,  ZOOTS GIOS C, DATED MALARY ZO, 1993, ASCENSON PARISH,  REFERENCE MAP:  FINAL PLAT OF ASCENSON ROUSTRIAL PARIX (10TS 1A, 2A, 3A,  7A & BA)
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SS TO JUNE OF LOW SURVEY	TRACT AIAIA	N89'06'59"E 134.29'	LEGEND:  ROW FOLMO (1/2" LP. OR AS SHOWN) O BROW SET (1/2" LP.)  APPROXIMATE WETLANDS AREA
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Fide No. and Congoing was recent and Congoing was rece	BEXISTING 20' BUILDING SEYBACK LINE  O BATON ROUGE	134.29' 100.00'  LA HWY 30 (120' R/W)  TO GONZALES	S HEREBY CRANTED BY THE EE OF ASCENSION MOUSTRIAL PARX    10   12   00   DATE   10   12   00   DATE   10   12   00   DATE
ASCENSION INDUSTRIAL PARK (AIP)  BEING A RESUBBINISION OF LOT 3A. LAND FORMERLY BELONGING TO COLONIAL SUGARS COMPANY, LOCATED IN SECTION 50, T-9-S, R-2-E, ASCENSION PARISH, LOUISIANA ROR  L. J. G. LAND COMPANY, NC.	ASCENSION PARISH PLANENG COMMISSION    1990	DEDICATION:  DEDICATION:  Re most-of any of streets shown reduce, if not previously dedicates, is there reduced to the previous for the product of the following is therefore the corean as services and extend dedicates to the product for the core that is not street as the previous for the product streets and extend the previous successful that is previous so at the previous sequences in the previous successful that is previous and the previous successful that is previous successful that is previous successful that is previous successful that is previous successful to the previous successful that is previous successful to the previous s	



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La Lace ST GBA ( 45 ( 440), Cia, (1440), P. 185 ( 650), Cia, (1440), C SEMERAGE:

No person and provide or install a method of semage disposal other than caracteria to an apparend sonitary seem system, and the method of semage distillment and disposal has been approved by the health Unit of Semage Installment. PUBLIC DEDICATION. GENERAL MOTES a to certify that the undersigned in the legal land owner, or officer, of property having substituted and on the services and right of early in on the place of certification of the the public property program and the property desired to the perpendicular of the public property programs and the period. Not shad any building, level, it strates or parties may be period, not shad any building, level, that is no other emphasisments for construction of estimate entities and into our services for inflict certification of the period of periods. Not inflict certification of the periods of inflict certification of the periods of inflict certification of the periods of the periods and inflict certification of the periods of the periods and inflict certifications. iapply: Ascension Motor Co. ocros in subdivision: 143.21 lots in subdivision: 17 Lots: 2 Frots shown ore based in Therence Map(s). Supposati Individual Sever Treatment (By Others) estaggs distrit required by the subdission of the purpose of trosporcing name of or plant efficient to an existing fibrial in small be constructed by the property center(s). Determination are not requested and is not being or of this survey. (80' R/W) TO SE THING STANS

CONTRACTOR OF THE STANS

CO U. HHY. STARTING POINT B. P.O.B.:
The intersection of the Hardhern R/M of La. Hey, St.
with the Eastern R/M of La. Hey, St. **4** FORMERLY COLONNE SUGARS CO. PRESENTY L. J. GREZAFT 4/0/0 L. J. G. LAND COMPANY 130° GUT STATES UTILITIES CASSEMENT AND POMEREME Tract "X" 23.51 Ac. 730.00 11.00 CERTIFIED.

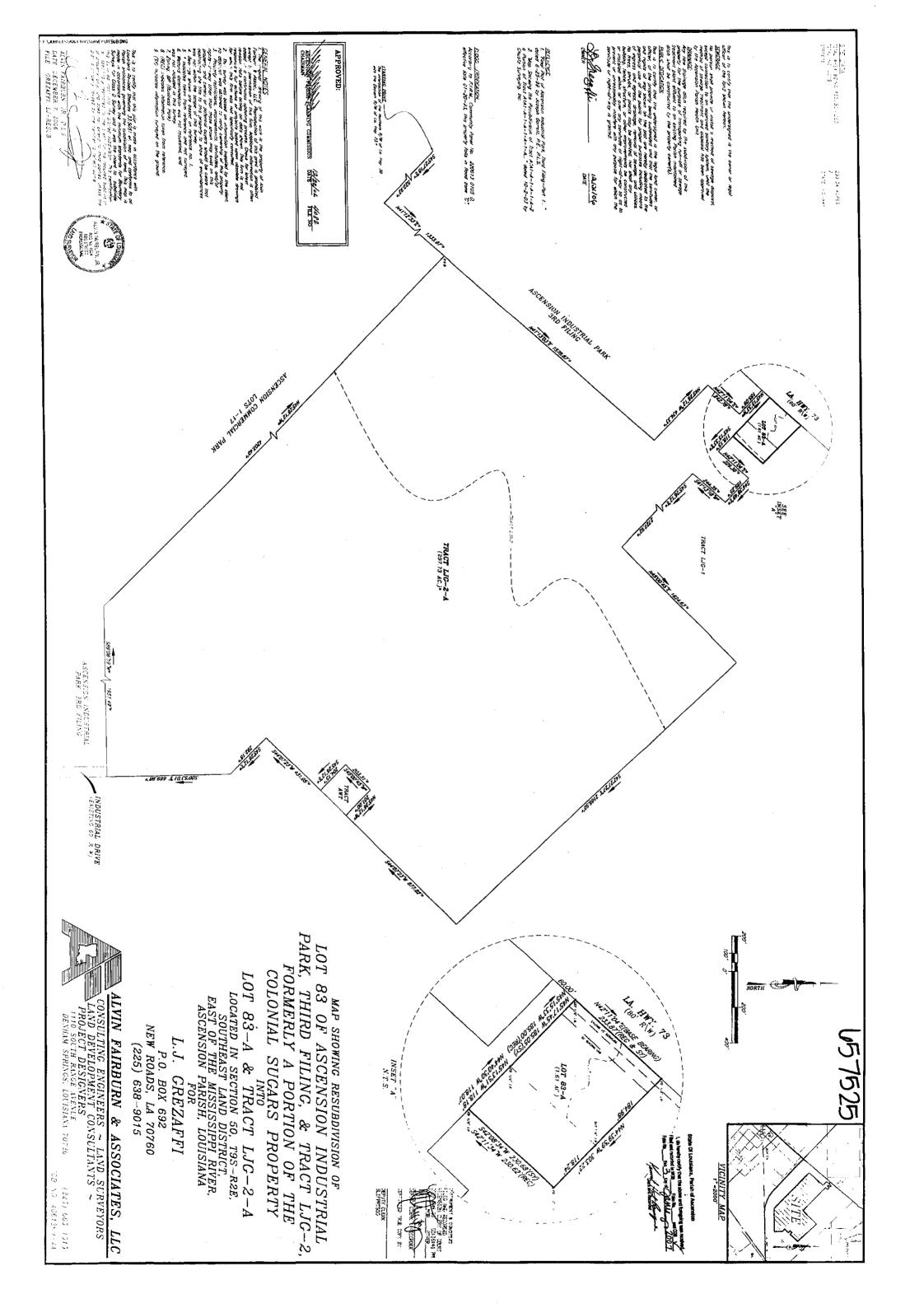
According to \$1.00. Community Analogo 20013-0100-6 a 20013-0105 B attaches date 10-021-01, and present facts in food some "C". 1331 49 544 32 42 W 1.70 A 01.114 5.49 Ac. F. TAK HAY. TRACT AIAI—A—1—A—1
FORMERY COLOMAL SUCAS CO
PRESENTY CLUMAL SUCAS CO
L 1. C. LAND COMPANY
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New RODGS, LO. 70780 16 Ac. ÷ = 2 1031 65 1031 65 00 1031 65 Adulutet Line teleste intereste Enteres Enteres Estates interes 5 8 1. (1.20. 8/M) ". AFFROME 6.35 A. 5. 12 (Table 1) (Ta 6.19 %. 겁 5.79 Ac. 11/100 12 5.79 Ac. 5.70 ŏ ጽ 6. 963 21: 5.61 A. €<sub>35</sub>, ALVIN FAIRBURN & ASSOCIATES,
CONSULTING ENGINEERS—DESIGNERS
LAND SURVEYORS—LAND PLANNERS
DENHAM SPRINGS FORMAN XOBGGA XOBGGA νξ 18' Ditch 5.21Ac. BORDEN CHEMICAL & PLASTICS LANDS LOTS 1-17 & TRACT "X" & TRACT "Y"
ASCENSION COMMERCIAL PARK 5.4.18 AC. A 161.581 ACRE TRACT OF LAND LOCATED IN SECTION 50, T9S-R2E, SOUTHEAST LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSIO:: TARISH, LOUISLANA FOR 4.39 Ac. FORMERLY KNOWN AS THE J. GREZAFFI, D.B.A. F. LAND COMPANY, L.L.C. თ 5.88 800 S LOT 374, FIRST FILMS; ASCENSION MOUSTRUL PARK PRESENTY RAIM FOR RENT, INC. FINAL PLAT VICINITY MAP 27 SITE 25 PD 26 ģ 501D kg 262318  $\epsilon\epsilon_{(a),\alpha_{a},\Gamma_{a}}$ 10 X 403 30 At 24 2 10 13 271

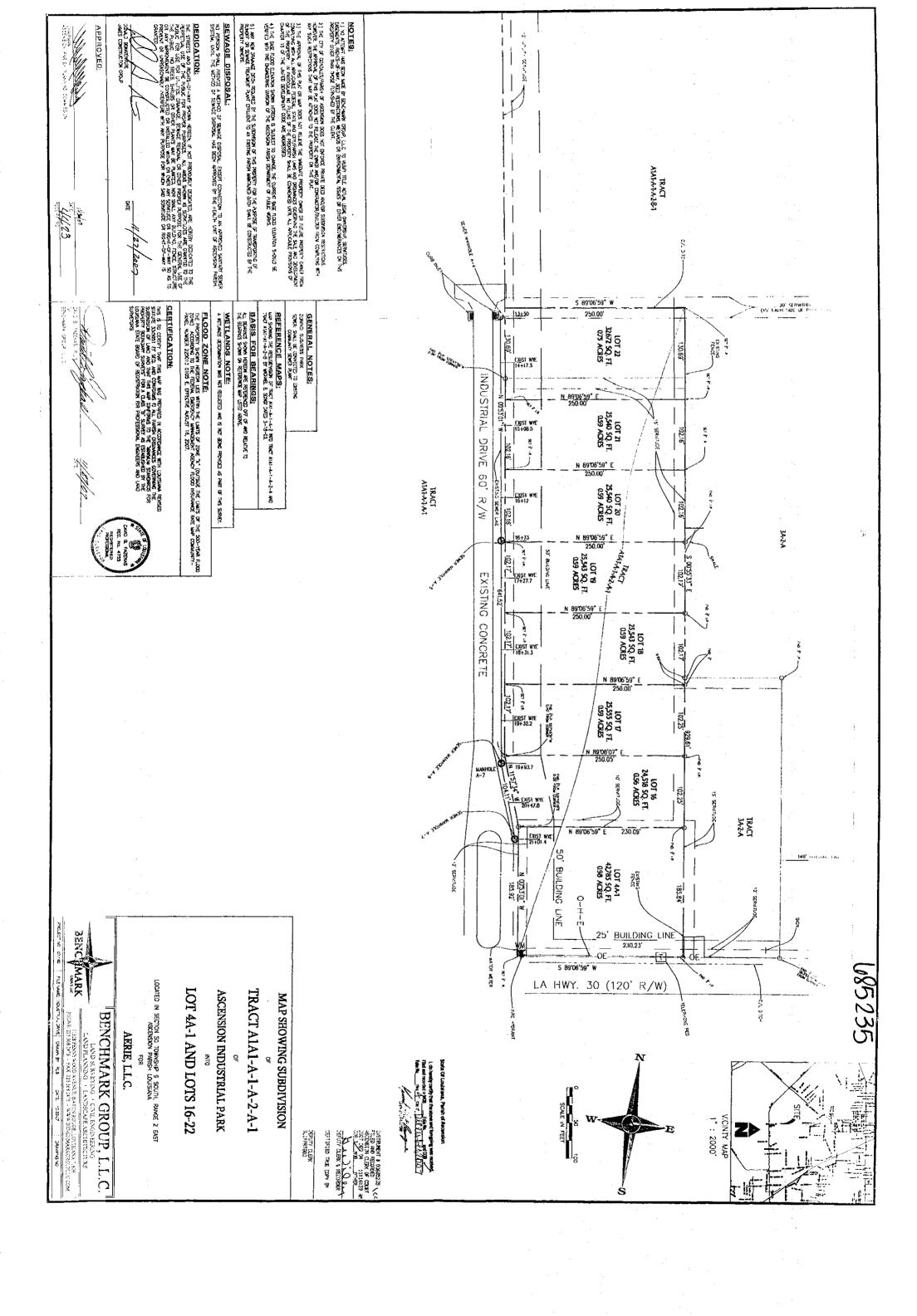
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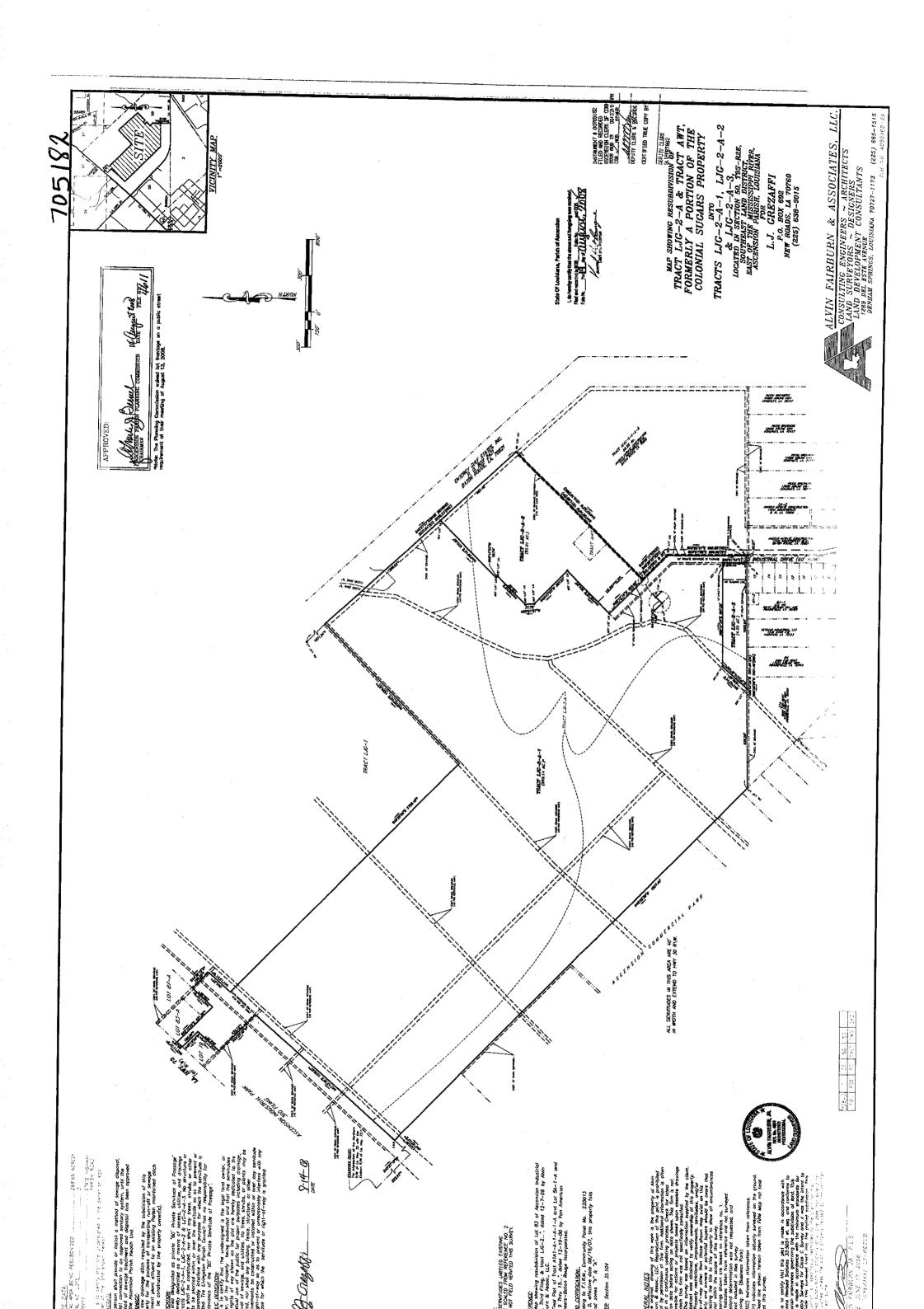
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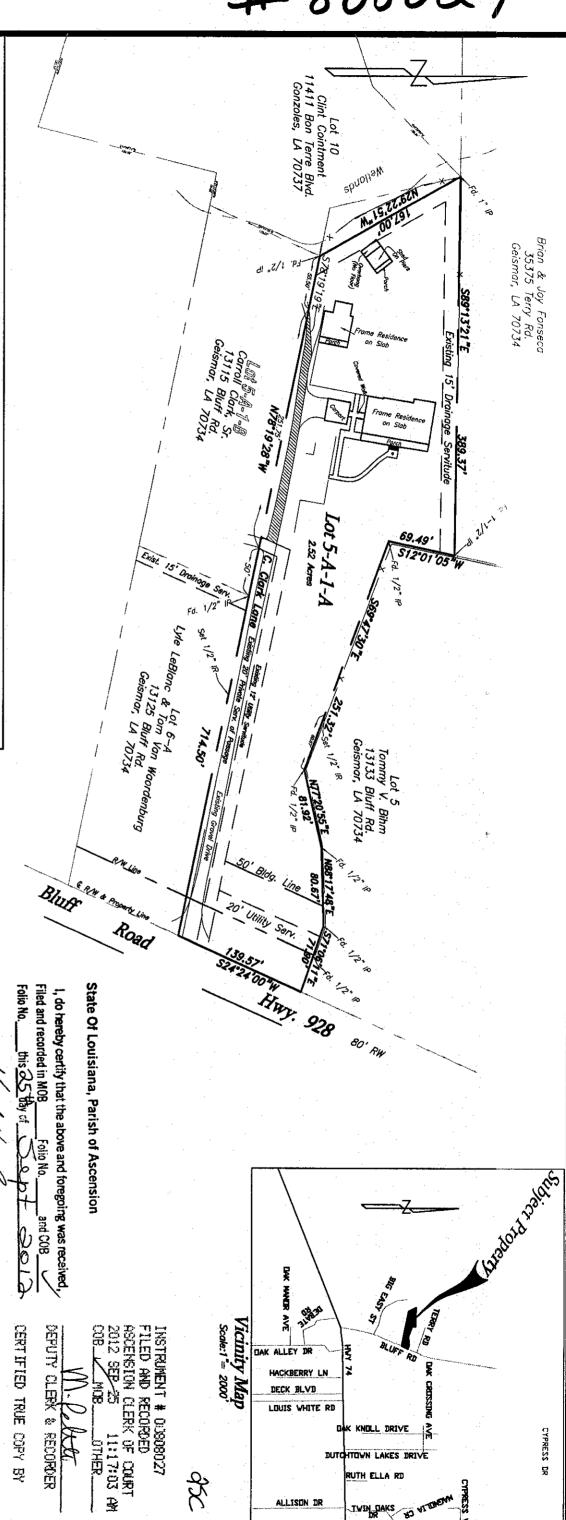
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Projection of the control of the con









TWIN DAKS DR

DUTCHTOWN LN

PRIVATE DRIVEWAY:

maintained by the Parish of Ascension. This portion is hereby granted This portion on the Lots changes. -A-1-B until "Private Driveway" is owned exclusively by the Owners and Deborah December 30th, Lot 5-A-1-B for Access Only Fazekas and 2015 or until ownership of for dedication to the to the West

David ₿. Fazekas, Lot 5-A-1-A

Fazekas, C6-Owner Lot 5-A-1-A

Carroll E. Clark, Sr., Owner Lot 5-A-

2/1/2/16 Date

ENDOF DOCUMENT AT

PROJECT NO.:

Fazekas

FILE

MARK

NOTES: 1.) NO ATTEMPT HAS BEEN MADE BY OWNERSHIP, SERVITUDES, EASEMENTS, OR OTHER ENCUMBRANCES ON THIS ! ( BENCHMARK GROUP, L.L.C. TO VERIFY TITLE, ACTUAL LEGAL ), RIGHTS-OF-MAY, DEED RESTRICTIONS, WETLANDS OR ENVIRONMENTAL ISSUES PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT.

DEPUTY CLERK

Showing Private Driveway

Located in the Southeast Quarter of Section 16, Township 9 South, Range 2 East Southeastern Land District East of the Mississippi River, Ascension Parish Lot 5-A-1-A, Carroll Clark, Sr. Property

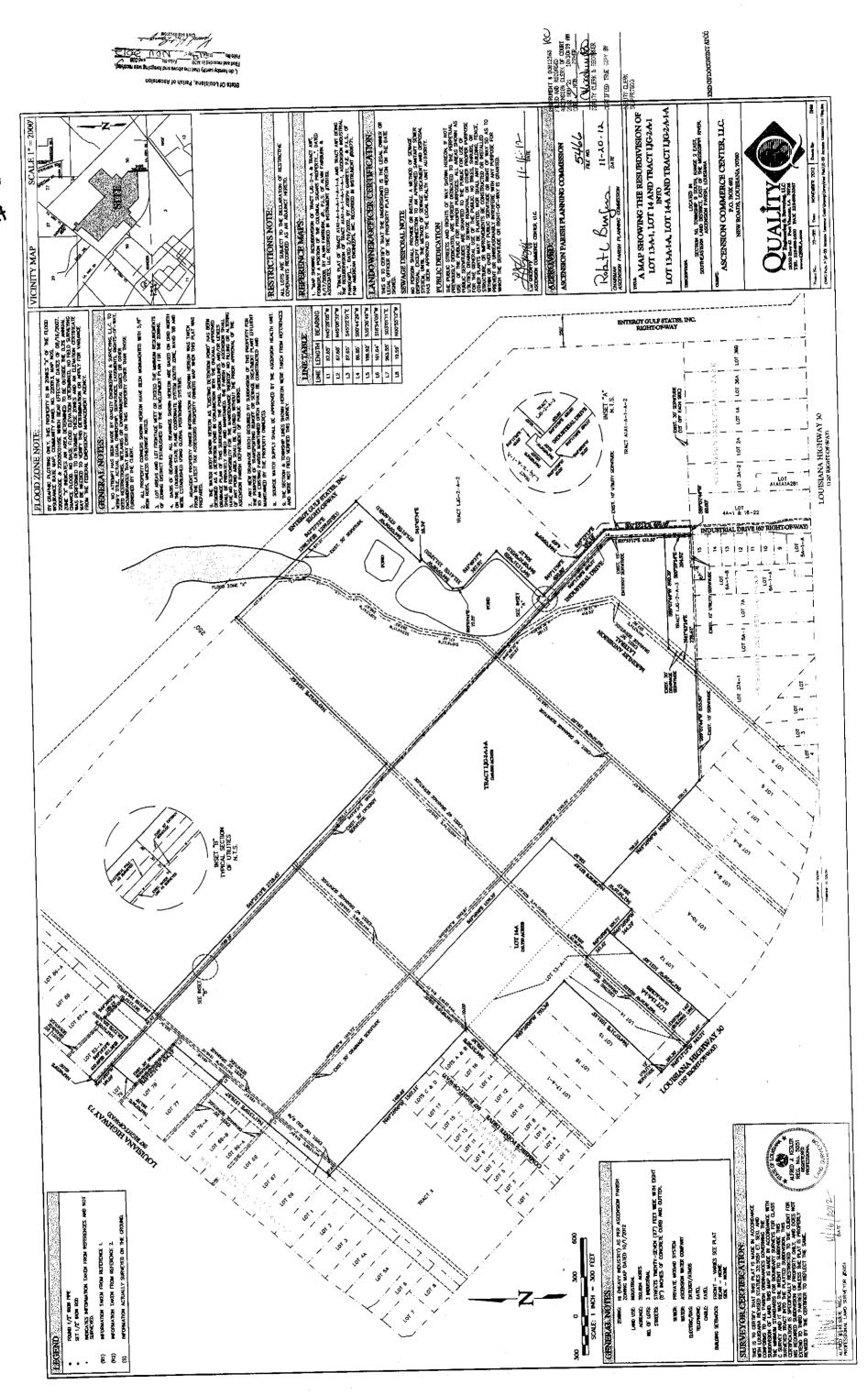
ıvid & Deborah Fazekas

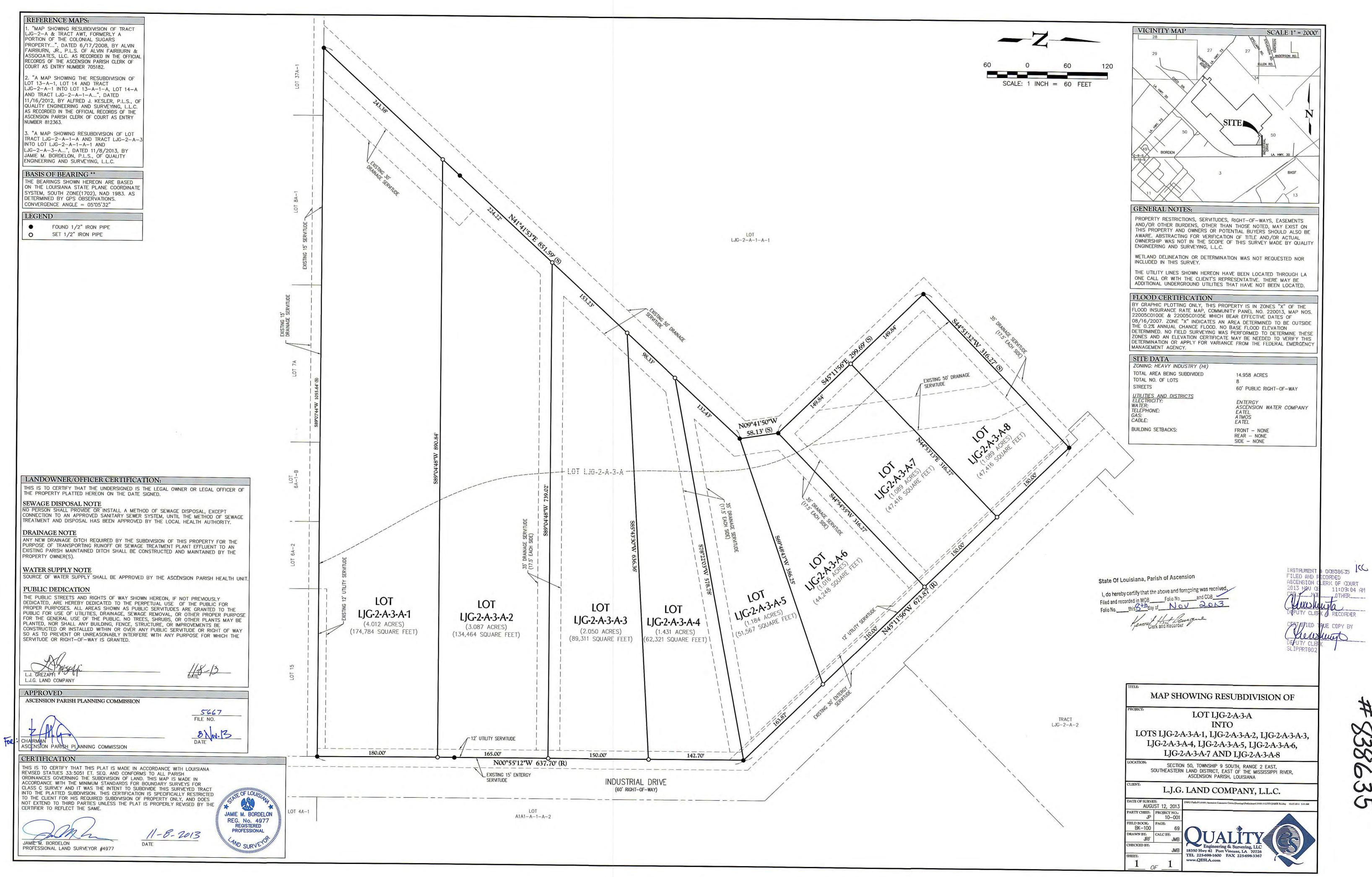
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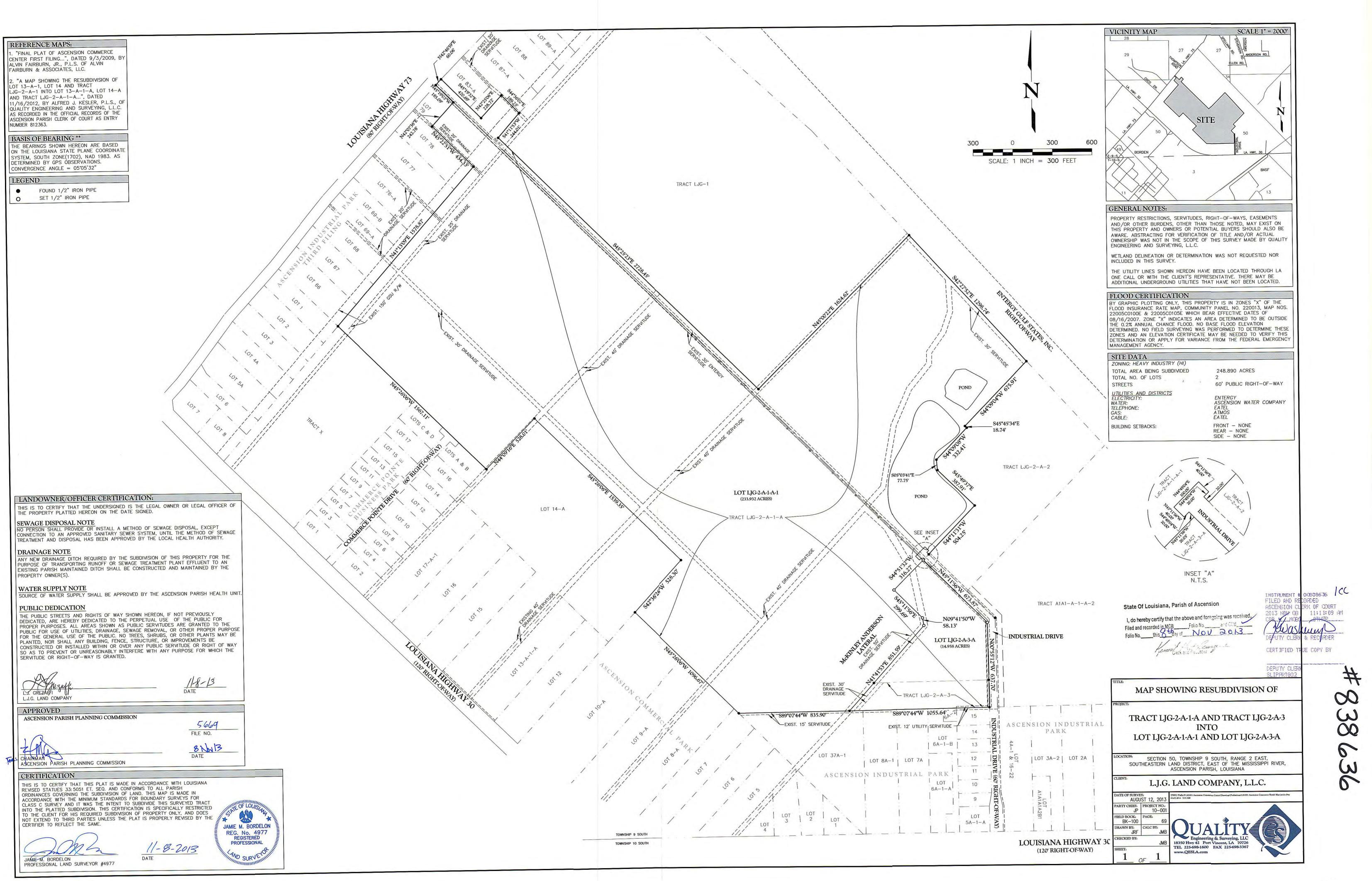
# BENCHMARK GROUP,

LAND SURVEYING · CIVIL ENGINEERING LAND PLANNING · LANDSCAPE ARCHITECTURE

NAME: PHONE: 225.368.2475 - FAX: 225.368.2476 - WWW BENCHMARKGROUPLLC.COM







ENDOPOOCHHENT APCC

# 846623 REFERENCE MAPS:

1. "MAP SHOWING RESUBDIVISION OF LOT 6.
LOT,7 & LOT 8—A INTO LOT 6—A, LOT 7—A &
LOT 8—A—1 ASCENSION COMMERCIAL PARK..",
DATED 3/24/2014, BY JAMIE M. BORDELON,
P.L.S. OF QUALITY ENGINEER & SURVEYING,
LLC. AS RECORDED IN THE OFFICIAL RECORDS OF
THE ASCENSION PARISH CLERK OF COURT AS
ENTRY NUMBER 846623.

2. "MAP SHOWING RESUBDIVISION OF TRACT Y—2,
LOTS 8, 9 & 17—A, OF ASCENSION COMMERCIAL
PARK, INTO TRACT Y—2—A, LOTS 8—A, 9—A &
17—A—1..", DATED 7/03/2007, BY ALVIN FAIRBURN
JR., P.L.S. OF ALVIN FAIRBURN & ASSOCIATES,
LLC. AS RECORDED IN THE OFFICIAL RECORDS OF

3. "FINAL PLAT OF LOTS 1-17 & TRACT "X" TRACT "Y" ASCENSION COMMERCIAL PARK..", DATED 10/8/2003, BY WILFRED J. FONTENOT, P.L.S. OF ALVIN FAIRBURN & ASSOCIATES, LLC AS RECORDED IN THE OFFICIAL RECORDS OF THE ASCENSION PARISH CLERK OF COURT AS ENTRY NUMBER 562318.

THE ASCENSION PARISH CLERK OF COURT AS

ENTRY NUMBER 675146.

BASIS OF BEARING \*\*

THE BEARINGS SHOWN HEREON ARE BASED ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (1702), NAD 1983. AS DETERMINED BY GPS OBSERVATIONS.

CONVERGENCE ANGLE = 0010'10"

REFERENCE MAP NO. 1.

LEGEND
(S) SURVEYED BEARING/DISTANCE

REFERENCE BEARING TAKEN FROM

FOUND 1/2" IRON ROD (UNLESS NOTED)

SET 1/2" IRON ROD

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OR LEGAL OFFICER OF

n de la companya de la co

THE PROPERTY PLATTED HEREON ON THE DATE SIGNED.

SEWAGE DISPOSAL NOTE

NO PERSON SHALL PROVIDE OR INSTALL A METHOD OF SEWAGE DISPOSAL, EXCEPT CONNECTION TO AN APPROVED SANITARY SEWER SYSTEM, UNTIL THE METHOD OF SEWAGE TREATMENT AND DISPOSAL HAS BEEN APPROVED BY THE LOCAL HEALTH AUTHORITY.

LANDOWNER/OFFICER CERTIFICATION:

DRAINAGE NOTE

ANY NEW DRAINAGE DITCH REQUIRED BY THE SUBDIVISION OF THIS PROPERTY FOR THE PURPOSE OF TRANSPORTING RUNOFF OR SEWAGE TREATMENT PLANT EFFLUENT TO AN EXISTING PARISH MAINTAINED DITCH SHALL BE CONSTRUCTED AND MAINTAINED BY THE

WATER SUPPLY NOTE
SOURCE OF WATER SUPPLY SHALL BE APPROVED BY THE ASCENSION PARISH HEALTH UNIT.

PUBLIC DEDICATION

PROPERTY OWNER(S).

THE PUBLIC STREETS AND RIGHTS OF WAY SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES. ALL AREAS SHOWN AS PUBLIC SERVITUDES ARE GRANTED TO THE PUBLIC FOR USE OF UTILITIES, DRAINAGE, SEWAGE REMOVAL, OR OTHER PROPER PURPOSE FOR THE GENERAL USE OF THE PUBLIC. NO TREES, SHRUBS, OR OTHER PLANTS MAY BE PLANTED, NOR SHALL ANY BUILDING, FENCE, STRUCTURE, OR IMPROVEMENTS BE CONSTRUCTED OR INSTALLED WITHIN OR OVER ANY PUBLIC SERVITUDE OR RIGHT OF WAY SO AS TO PREVENT OR UNREASONABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE SERVITUDE OR RIGHT—OF—WAY IS GRANTED.

LJ. GREZAFFI

LJ.G. LAND COMPANY
LOT 6-A-1, LOT 7-A-1

APPROVED

ASCENSION PARISH PLANNING COMMISSION

58 | 5

FILE NO.

18 Jun 2014

CHAIRMAN

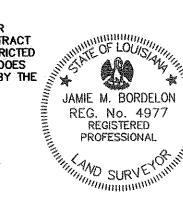
DATE

THIS IS TO CERTIFY THAT THIS PLAT IS MADE IN ACCORDANCE WITH LOUISIANA REVISED STATUES 33:5051 ET. SEQ. AND CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND. THIS MAP IS MADE IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR BOUNDARY SURVEYS FOR CLASS B SURVEY AND IT WAS THE INTENT TO SUBDIVIDE THIS SURVEYED TRACT INTO THE PLATTED SUBDIVISION. THIS CERTIFICATION IS SPECIFICALLY RESTRICTED TO THE CLIENT FOR HIS REQUIRED SUBDIVISION OF PROPERTY ONLY, AND DOES NOT EXTEND TO THIRD PARTIES UNLESS THE PLAT IS PROPERLY REVISED BY THE CERTIFIER TO REFLECT THE SAME.

JAMIE M. BORDELON
PROFESSIONAL LAND SURVEYOR #4977

ASCENSION PARISH PLANNING COMMISSION

\_\_\_\_ <u>(//</u>



100 0 100 200

SCALE: 1 INCH = 100 FEET

LOT 3

LOT 4

LOT 1

LOT 2

-1/2" IRON PIPE FOUND

N78'37'10"E 0.93' FROM CORNER

LOT 5

EXISTING 15'

SERVITUDE

- \$45°24'28"E 192.18' (S) |-

LOT 7-A-1

(141,281 SQ. FT.)

LOT 8-A-1

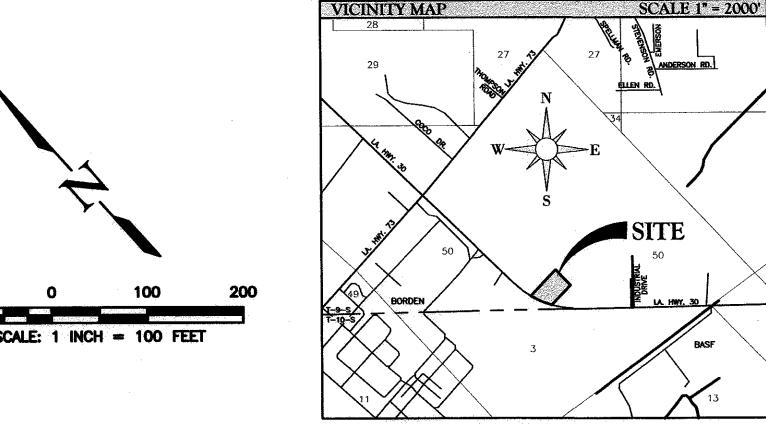
UTILITY SERVITUDE

-LOT 6-A·.

LOT 6-A-1

(226,113 SQ. FT.)

-- LOT 7-A--.



GENERAL NOTES

THIS SURVEY WAS BASED ON INFORMATION PROVIDED BY THE CLIENT, AND/OR CURRENT TITLE INFORMATION FROM PUBLIC RECORDS SOURCES, AND IS SUBJECT TO THOSE FACTS AND PRE-EXISTING ENCUMBRANCES SUCH AS SERVITUDES, RIGHTS OF WAY, BUILDING SETBACKS, AND OTHER COVENANTS AND/OR RESTRICTIONS, WHICH COULD BE DISCLOSED BY A COMPLETE TITLE SEARCH. A COMPREHENSIVE TITLE ABSTRACT WAS NOT REQUESTED BY THE CLIENT NOR WAS WITHIN THE SCOPE OF THIS SURVEY.

WETLAND DELINEATION OR ENVIRONMENTAL ASSESSMENTS WERE NOT PERFORMED NOR WERE WITHIN THE SCOPE OF THIS SURVEY.

UNDERGROUND UTILITIES SHOWN HEREON ARE FOR EXHIBIT ONLY AND REPRESENT PAINTED LINES AND MARKS PROVIDED ONSITE BY UTILITY OWNER REPRESENTATIVES THROUGH THE LA ONE CALL SERVICE. NO ATTEMPT WAS MADE BY QUALITY ENGINEERING AND SURVEYING, LLC, TO VERIFY THE ACCURACY OF THE LOCATION, TYPE, AND DEPTH OF ANY UNDERGROUND UTILITY NOT VISIBLE OR READILY ACCESSIBLE TO THE SURVEY PARTY. LA ONE CALL SHOULD BE NOTIFIED WITHIN 48 HOURS PRIOR TO ANY CONSTRUCTION ONSITE.

THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTEE OR GUARANTEE, EXPRESSED OR IMPLIED.

FLOOD CERTIFICATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 220013, MAP NO. 22005C0105E WHICH BEARS AN EFFECTIVE DATE OF 8/16/2007. ZONE "X" INDICATES AN AREA DETERMINED TO BE OUTSIDE THE SPECIAL FLOOD HAZARD ZONE INUNDATED BY THE 100—YEAR FLOOD. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SITE DATA ZONING: HEAVY INDUSTRY (HI) TOTAL AREA BEING SUBDIVIDED 8.43 ACRES TOTAL NO. OF LOTS 120' PUBLIC RIGHT-OF-WAY STREETS UTILITIES AND DISTRICTS
ELECTRICITY: ENTERGY ASCENSION WATER COMPANY TELEPHONE: GAS: EATEL ATMOS CABLE: EATEL ZONNING HI: FRONT - NONE REAR - NONE BUILDING SETBACKS: SIDE - NONE

INSTRUMENT # 00052905
FILED AND RECORDED
ASCERBYON CLERK OF COURT
2014 JUN 24 08:44:48 PM
COB ME DITHER

DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

DEPUTY CLERK
SLIPPRIGO2

MAP SHOWING RESUBDIVISION OF

LOT 6-A & LOT 7-A INTO LOT 6-A-1 & LOT 7-A-1 ASCENSION COMMERCIAL PARK

ON: SECTION 50, TOWNSHIP 9 SOUTH, RANGE 2 EAST,
SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER,
ASCENSION PARISH, LOUISIANA

L.J.G. LAND COMPANY, L.L.C.



