EXHIBIT A. TITLE ABSTRACT

PROPERTY DESCRIPTION: 61. 44 ACRES Port Fite IN Lecs. \$ 2, TIS, RIE

MUNICIPAL ADDRESS:

OWNER: THE Police Sury and THE PARISH & Rink Cauper

PURCHASER!

TIME PERIOD:

8/30/74-9/14/11

WARD 02,

ASSESSMENT ID: 50003991

LAND: \$ 9216.

IMPROVEMENTS: \$/8,150,

HOMESTEAD.

TOTAL ASSESSED VALUE: \$ 27,364,

TAX INFO: 20 10 \$ 1,416,19 (EXEMPT)

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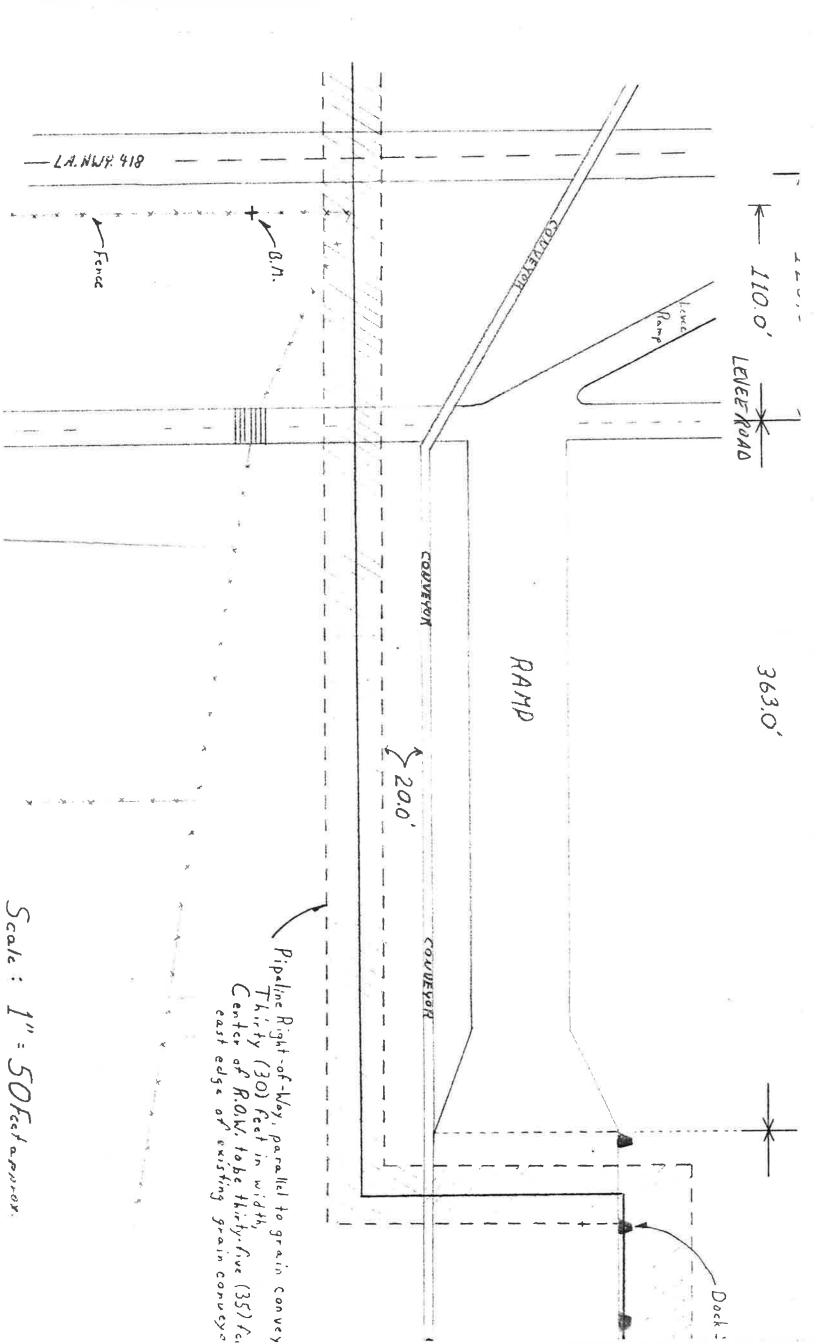
MAPSO 5, MAPSE 372

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CLERK OF COURT & RECORDER

PARISH OF POINTE COUPEE

MAP BOOK 5 # 372 DOCK 302.8 - Dock Supports to be thirty-five (35) feet from existing grain conveyor. , parallel to grain conveyor 1 11. 505 t Ī, 1 ŧ Center 1 COUNTEYOR l 1 (ľ 20.0



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Indicates "12" Iron Roa

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X Indicates A Concrete Hwy. R/W Marker Indicates Section Line

POINTE COUPEE PARISH, LOUISIANA PLAT OF 2.759 ACRE TRACT ADDITION TO PORT SITE POINTE COUPEE PARISH PORT COMMISSION POINTE COUPEE PARISH PORT POINTE COUPEE PARISH POLICE JURY

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Shown On Map Brown & Butler, Weers, And & Sessions,

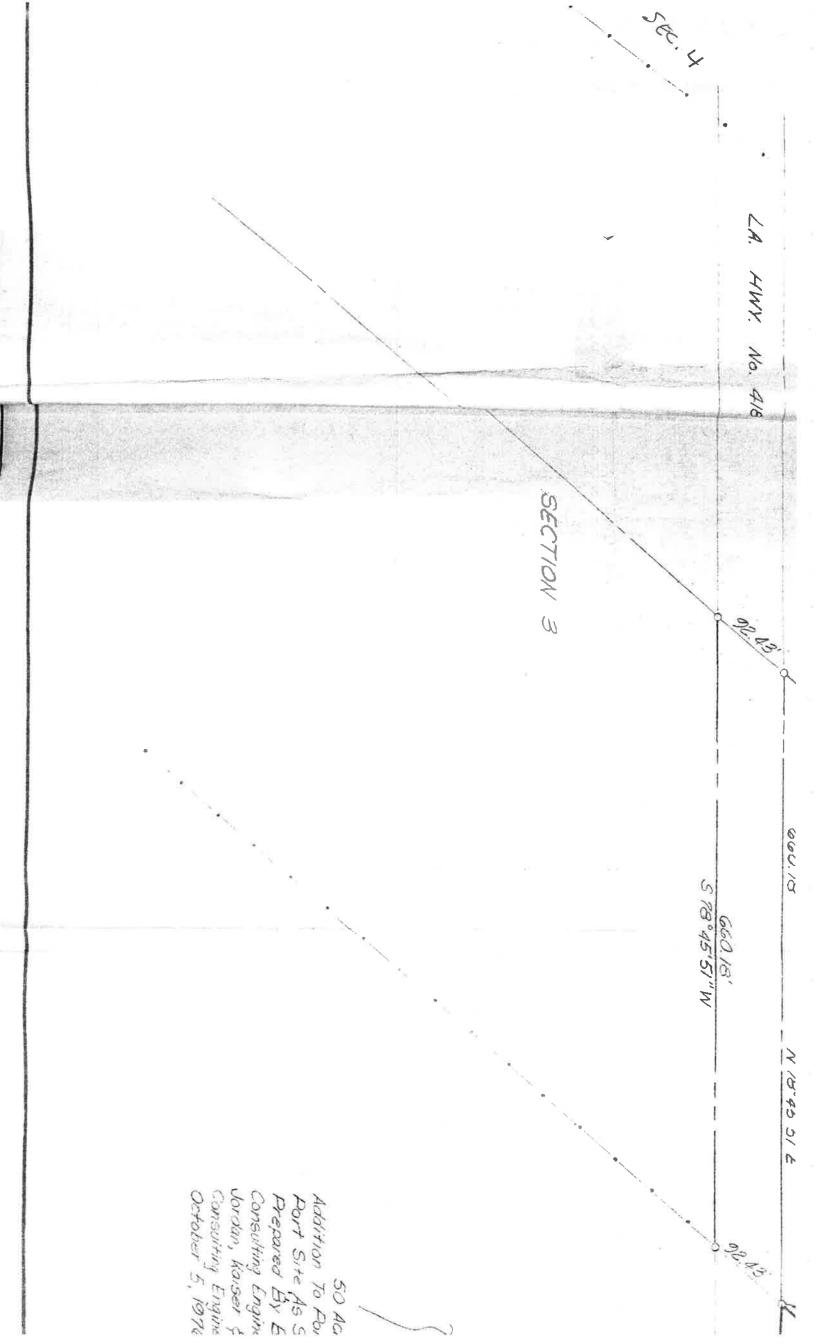
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SCALE / "= /OO DATE O + 19 1976 CHECKED DESIGNID JOHDAN, KAISER & SESSIONS CONSULTING ENGINEERS BROWN & BUT EF ON LITERS

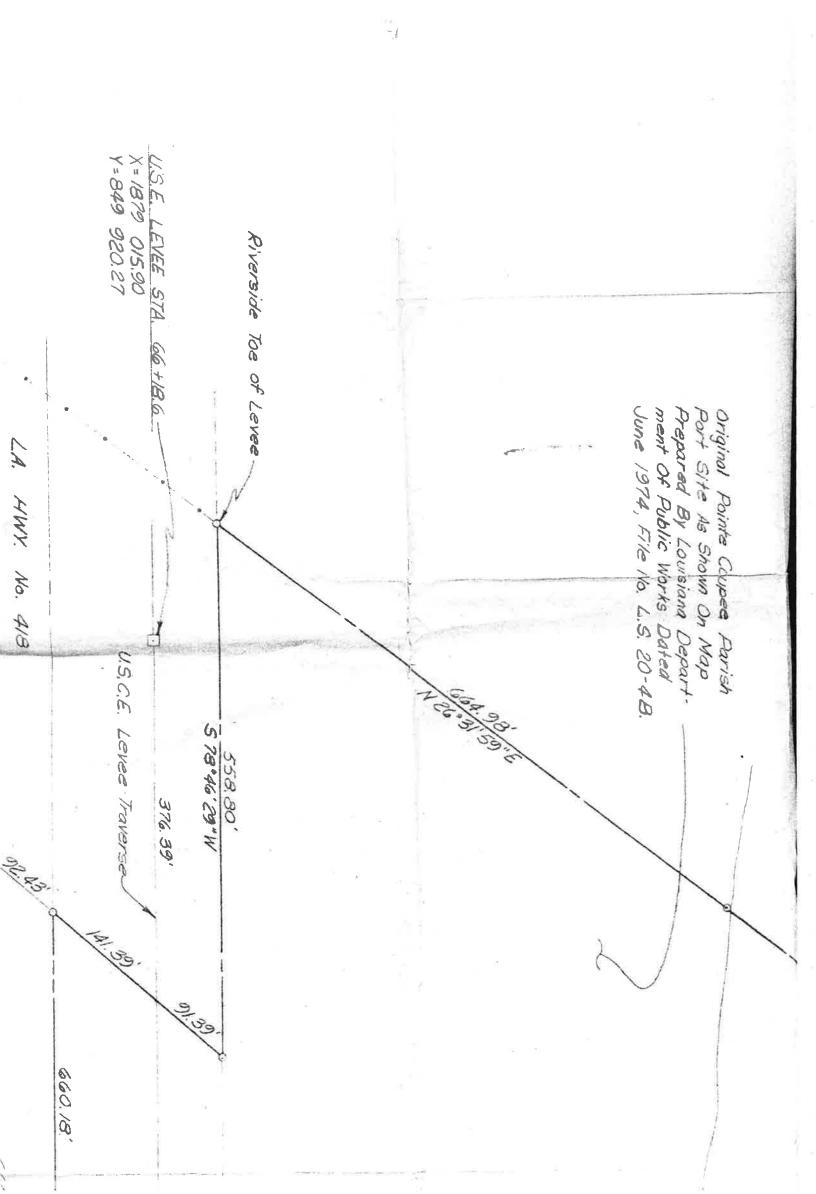
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166	ENTRY NO	: CB 186 16.52
AMENDMENT TO LEASE BY AND BETWEEN THE POLICE	X	UNITED STATES OF AMERICA
JURY OF THE PARISH OF POINTE COUPEE AND OLD	X	STATE OF LOUISIANA
RIVER TERMINAL CO-OP	X	PARISH OF POINTE COUPEE
FILED:	X	BY:

BE IT KNOWN That on the dates hereinafter set forth and before the undersigned Notaries Public duly commissioned and qualified in and for the respective state and parishes and before the undersigned competent witnesses personally came and appeared:

POLICE JURY OF THE PARISH OF POINTE COUPEE, a political subdivision of the State of LA, having its principal office in New Roads, LA, herein represented by its President Adam
J. Martin
duly authorized to act herein
by resolution of the Police Jury of the Parish of Pointe Coupee, a copy of which is attached hereto and made a part hereof,

hereinafter referred to as LESSOR; and,

OLD RIVER TERMINAL CO-OP, a LA corporation, having its principal office and place of business at Lettsworth, LA, herein represented by its Vice-Pres, Marion S. Monk , duly authorized to act herein by resolution of the Board of Directors, a copy of which is attached hereto and made a part hereof,

T)--

hereinafter referred to as LESSEE,

WITNESSETH:

That they now appear for the purpose of executing this act of amendment putting into authentic form the amendment so agreed to by resolutions duly adopted.

That said appearers further declare that in and for the consideration previously established in that original lease agreement by and between the Police Jury of the Parish of Pointe Coupee and Old River Terminal Co-op dated Dec 12, 1975, filed Dec 15, 1975, recorded in COB 129 at page 37 of the official records of Pointe Coupee Parish, LA, and by virtue of said resolutions it was resolved that Paragraph 1 of said original lease agreement be and it is hereby amended by changing said Paragraph 1 to read as is set forth hereinbelow, to-wit:

"1.

PROPERTY TO BE LEASED

LESSOR hereby leases to LESSEE the following described property, to-wit:

NELSON M. LEE ATTORNEY AT LAW Phone 346-2364 P. O. Box 88 Bunkle, LA 71322

TRACT I. A certain twelve (12) acre tract or parcel of land designated as Tract "A" taken from the Pointe Coupee Parish Port Site taken from the Pointe Coupee Parish Port Site in Section 3, T1S, R7E, Southeastern Land District in the Parish of Pointe Coupee, LA, and being more fully described as follows, to-wit: From U.S.E. monument on the southerly Lower Old River Levee at Station 76+77.5, proceed South 78049'03" West along U.S.E. levee traverse a distance of 22.93 feet to the westerly property line of said Pointe Coupee Parish Port Site and the section line between Sections 2 and 3, Township 1 South, Range 7 East; thence run South 29031'53.3" West along said section line for a distance of 140.54 feet to the northerly right-of-way line of Louisiana State Highway No. 418; thence continue South 29031'53.3" West along said section line for distance of 92.43 feet to the southerly right-of-way line of Louisiana Highway No. 418 and the point of beginning; thence run South 29031'53.3" West along the said section line for a distance of 1,898.13 feet to a point and corner; thence run North 60°28'06.7"west for a distance of 300 feet to a point and corner on the easterly right-of-way line of a fifty-foot reserved road; thence run North 29°31'53.3" east along said easterly right-of-way line for a distance of 1,539.13 feet to a point and corner; thence run North 78°45'51" east for a distance of 136.99 feet to a point and corner; thence run north 11°14'09" west for a distance of 76.00 feet to a point and corner on the southerly right-of-way line of Louisiana Highway No. 418; thence run North 78°45'51" East along said right-of-way line for a distance of 324.64 feet to the point of beginning, and containing 12.00 acres, all as shown on "Plat of 12-Acre Tract "A" for Old River Terminal Co-Op" by Brown & Butler, Jordan, Kaiser & Sessions, Consulting Engineers dated Oct 8, 1975, which is made a part hereof by reference part hereof by reference.

A certain tract or parcel of land containing 0.610 acres situated in Section 3, Township 1 South, Range 7 East, Southeastern Land District in the Parish of Pointe Coupee, LA, and is more fully described as follows, to-wit: Begin at a point being the extreme northeast corner of the property hereinabove described as Tract I and thence travel in a southwesterly direction along a heading S29031'53" west for a distance of 369.83' until reaching a point being the extreme southwestern corner of the property herein described; thence travel in a southeasterly direction along a heading S60°28'07" East for a distance of 50' to a point being the extreme southeast corner of the property herein described; thence travel in a northeasterly direction along a heading N29031'53" east for a distance of 553.33' to a point being the extreme northeast corner of the property herein described; thence travel in a northwesterly direction along a heading S78037'02" West for a distance of 66.16' to a point being the extreme NW corner of the property herein described, the point of beginning. NW corner of the property herein described, the point of beginning. Said tract or parcel of land is taken from the extreme westernmost portions of Lots 1 and 2 belonging to the Police Jury of the Parish of Pointe Coupee. Said tract or parcel of land is bounded now or formerly as follows, to-wit: on the North by LA Hwy #418 right-of-way and/or Police Jury of the Parish of Pointe Coupee; on the East by Lots 1 and 2; on the South by Lot 2; and, on the West by property leased by Old River Terminal Co-op from the Police Jury of the Parish of Pointe Coupee (Tract I described hereinabove). All is in accordance with plat labelled "50' Wide Tract to Lower Old River Terminal Coop" prepared by Brown & Butler, Consulting Engineers, Baton Rouge, LA, dated March 1980, which said plat is made a part hereof by reference."

All of the terms and provisions of the original lease agreement by and between the Police Jury of the Parish of Pointe Coupee and Old River Terminal Coop dated Dec 12, 1975, filed Dec 15, 1975, recorded in COB 129 at Page 37, records of Pointe Coupee Parish, LA, are recognized, acknowledged and made a part of this agreement and, except as herein modified, all of the terms, provisions and conditions of the above described lease shall continue to remain in full force and effect.

NELSON M. LEE ATTORNEY AT LAW Phone 346-2364 P. O. Box 88 Gunkie, LA 73322

Should any clause or provision of this instrument be invalid or void for any reason, such invalid or void clause or provision shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain in full force and effect.

It is understood and agreed that this instrument may be executed in counterparts.

The effective date of this Amendment to Lease is the ___, 1980.

STATE OF LOUISIANA PARISH OF POINTE COUPEE

THUS DONE AND SIGNED by POLICE JURY OF THE PARISH OF POINTE COUPEE, herein represented by its President Adam J. Martin , duly authorized to act herein, at New Roads , LA, on this the 5th day of June 1980, in the presence of the undersigned Notary Public duly commissioned and qualified in and for the state and parish afore said and in the presence of the undersigned competent witnesses after due reading of the whole.	_' e-
WITNESSES: POLICE JURY OF THE PARISH OF POINT	TLD:
Miles a l'Aurest BY:X Man Ma f	LE
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-NOTARY PUBLIC-	

STATE OF LOUISIANA PARISH OF Fointe Conper

THUS DONE AND SIGNED by OLD RIVER TERMINAL CO-OP herein represented by its Vice-Pres, Marion S Monk, duly authorized to act herein, at Manual, LA, on this the 300 day of many commissioned and qualified in and for the state and parish aforesaid and in the presence of the undersigned competent witnesses after due reading of the whole after due reading of the whole.

Mian B. Koger

OLD RIVER TERMINAL CO-OP

NELSON M. LEE ATTORNEY AT LAW Phone 346-2364 P. O. Box 88 Bunkie, LA 71322

MRS, BLANCHE L. STOWELL
SECRETARY
NEW ROADS, LA.
TELEPHONE 638-8866

ADAM J. MARTIN PRESIDENT MORGANZA, LA, TELEPHONE 694-3392

JUNIES W. HURST VICE PRESIDENT NEW ROADS, LA.

JOBEPH H. JARREAU TREASURER NEW ROADS, LA, TELEPHONE 636-8763 169

POLICEJURY

PARISH OF POINTE COUPEE

P. O. Box J

NEW ROADS, LOUISIANA 70760

MEMBERS:

N GREZAFFI, BATCHELOR, LA. Holmes, Jr., Batchelor, La. 4 J. Martin, Morganza, La. 59 R. Geine, Jarreau, La. Rleb M. David, Jr. Jarreau, La.

MEMBERS:

WALTER C. PARLANGE, JR.
RTE. 1. BOX M-73A. NEW ROADS, LA.
BENNETT BERGERON, NEW ROADS, LA.
J WHITNEY LANGLOIS, NEW ROADS, LA.
JUNIES W. HURST, NEW ROADS, LA.
JACK O. TORRES, MARINGOUIN, LA.
NORDERT J. TALBOT, MARINGOUIN, LA.

RESOLUTION:

By Mr. Grezaffi and seconded by Mr. Holmes

BE IT RESOLVED that Mr. Adam J. Martin, President, be and he is hereby authorized and empowered to execute for the Police Jury of Pointe Coupee Parish and the Parish of Pointe Coupee an amendent to original lease agreement by and between the Police Jury of the Parish of Pointe Coupee and Old River Terminal Co-Op dated December 12, 1975.

A vote being taken resulted as follows:

Yeas: Messrs. Holmes, Grezaffi, Cline, Parlange, Torres, Langlois, Hurst, Bergeron, Talbot, David and

Martin.

Nays: None. Absent: None.

Unanimously carried.

I, Blanche L. Stowell, do hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Pointe Coupee Parish Police Jury duly convened in Regular Session on May 27, 1980.

RESOLUTION OF THE BOARD OF DIRECTORS OF

OLD RIVER TERMINAL CO-OP

At a regular meeting of the Board of Directors of OLD RIVER TERMINAL CO-OP domiciled in Lettsworth, Pointe CoupeeParish, LA, held at its business office in Lettsworth, on the 22 day of voling the following resolutions were made, seconded and unanimously adopted:

RESOLVED: That in and for the consideration previously established in that original lease agreement by and between the Police Jury of the Parish of Pointe Coupee and Old River Terminal Co-op dated Dec 12, 1975, filed Dec 15, 1975, in COB 129 at page 37 of the official records of Pointe Coupee Parish, LA, it is resolved that Paragraph 1 of said original lease agreement be amended by changing said Paragraph 1 to read as is set forth hereinbelow, to-wit:

"1.

PROPERTY TO BE LEASED

LESSOR hereby leases to LESSEE the following described

property, to-wit:

TRACT I. A certain twelve (12) acre tract or parcel of land designated as Tract "A" taken from the Pointe Coupee Parish Port Site in Section 3, TIS, R7E, Southeastern Land District in the Parish of Pointe Coupee, LA, and being more fully described as follows, to-wit: From U.S.E. monument on the southerly Lower Old River Levee at Stattion 76+77.5, proceed South 78°49'03" West along U.S.E. levee traverse a distance of 22.93 feet to the westerly property line of said Pointe Coupee Parish Port Site and the section line between Sections 2 and 3, Township 1 South, Range 7 East; thence run South 29°31'53.3" West along said section line for a distance of 140.53 feet to the northerly right-of-way line of Louisiana State Highway No. 418; thence continue South 29°31'53.3" West along said section line for a dis-ance of 92.43 feet to the southerly right-of-way line of Louisiana Highway No. 418 and the point of beginning; thence run South 29°31'53.3" west along the said section line for a distance of 1.898.13 feet to a point, and corner; thence run North 60°28'06.7"west for a distance of 300 feet to a point and corner on the easterly right-of-way line of a fifty-foot reserved road; thence run North 29°31'53.3" east along said easterly right-of-way line for a distance of 1.539.13 feet to a point and corner; thence run North 78°45'51" east for a distance of 136.99 feet to a point and corner; thence run North 78°45'51" east for a distance of 324.64 feet to the point of beginning, and containing 12.00 acres, all as shown on "Plat of 12-Acre Tract "A" for Old River Terminal Co-op" by Brown & Butler, Jordan, Kaiser & Sessions, Consulting Engineers dated Oct 8, 1975, which is made a part hereof by reference.

TRACT II. A certain tract or parcel of land containing 0.610 acres situated in Section 3, Township 1 South, Range 7 East, Southeastern Land District in the Parish of Pointe Coupee, LA, and is more fully described as follows, to-wit: Begin at a point being the extreme northeast corner of the property hereinabove described as Tract I and thence travel in a southwesterly direction along a heading \$29°31'53" west for a distance of 369.83' until reaching a point being the extreme southwestern corner of the property herein described; thence travel in a southeasterly direction along a heading \$60°28'07" East for a distance of 50' to a point being the extreme southeast corner of the property herein described; thence travel in a northeasterly direction along a heading \$29°31'53" east for a distance of 553.33' to a point being the extreme northeast corner of the property herein described; thence travel in northwesterly direction along a heading \$78°37'02" west for a distance of 66.16' to a point being the extreme NW corner of the property herein described, the point of beginning.

NELSON M. LEE ATTORNEY AT LAW Phone 346-2364 P. O. Bax 88 Bunkle, LA 71322

Said tract or parcel of land is taken from the extreme westernmost portions of Lots 1 and 2 belonging to the Police Jury of the Parish of Pointe Coupee. Said tract or parcel of land is bounded now or formerly as follows, to-wit: on the North by LA Hwy # 418 right-of-way and/or Police Jury of the Parish of Pointe Coupee; on the East by Lots 1 and 2; on the South by Lot 2; and, on the West by property leased by Old River Terminal Co-op from the Police Jury of the Parish of Pointe Coupee (Tract I described hereinabove). All is in accoreance with plat labelled "50' Wide Tract to Lower Old River Terminal Co-op" prepared by Brown & Butler, Consulting Engineers, Baton Rouge, LA, dated March 1980, which said plat is made a part hereof by reference.

> FURTHER RESOLVED: That the terms and provisions of the original lease agreement by and between the Police Jury of the Parish of Pointe Coupee and Old River Terminal Co-op dated Dec 12, 1975, filed Dec 15, 1975, recorded in COB 129 at Page 37, records of Pointe Coupee Parish, LA, be recognized, acknowledged and made a part of said agreement and, except as therein modified, all of the terms, provisions and conditions of the above described lease shall continue to remain in full force and effect.

FURTHER RESOLVED: That Marion S. Monk, Vice-President of OLD RIVER TERMINAL CO-OP be and he is hereby authorized to sign and execute said Amendment to Lease for and on behalf of the corporation and to perform any and all acts necessary to carry out the intent and purpose of the hereinabove set forth resolutions for and on behalf of the corporation.

CERTIFICATE

This is to certify that the above is a true and correct copy of resolution duly adopted at a regular meeting of the Board of Directors of OLD RIVER TERMINAL CO-OP held on the day of day of 1980; that said resolution is duly adopted. nimite book of said corporation and is now in full force and effect; and, that the Board of Directors of said corporation has, and at the time of the adoption of the said resolution, had full power and lawful authority to adopt the said resolution and to confer the powers thereby granted to the officer therein named, who has full power and lawful authority to exercise the same.

WITNESS my hand and the seal of

STATE OF LA PARISH OF AVOYELLES

BEFORE ME the undersigned Notary Public duly commissioned and qualified on this the day of the last th be the person described in and who executed the foregoing certificate and acknowledged to me that he executed the same, and being by me duly sworn did depose and say that he is the Secretary of the said corporation; that as such officer he keeps the corporate minute book of said corporation as well as the seal and that the foregoing is true to his own knowledge.

SWORN TO AND SUBSCRIBED before me Notary Public at Bunkie, LA, on this the 19 day of 1980.

sum

My commission expires at death.

NELSON M. LEE ATTORNEY AT LAW Thone 346-2364 P. O. BON 88 ounkie, LA 71322

625

SERVITUDE FOR DRAINAGE

CB BK 145 NO 151

RECEIVED & FILED Mac 1977 SEP 28, PM 2: 04

L.G. OLIMBY CLERK OF COURT & RECORDER PARISH OF POINTE COUPEE

State of Louisiana
Parish of POINTE COUPEE

HOBG00 D

THIS RIGHT-OF-WAY AGREEMENT, made and executed by and between

property owners hereinafter call the "Grantors" and Painte Cause Parish Police hereinafter call the "Grantee".

WITNESSETH THAT for and in consideration of expected benefit of drainage improvements, the receipt of which Grantors hereby acknowledge, the Grantors do hereby grant and convey unto the Grantee, its successors and assigns, the right, liberty and authority to enter upon and to construct, operate and maintain drainage facilities and appurtenances in, over and upon the following described property situated in the Parish of faire (ourse, State of Louisiana: GTRIP OF LAND THROUGH AFROM ACROSS PROPERTY AS SHOWN ON LANDRIGHTS WORK MAP OF JOHNSON BAYOU WATERSHED. SAID PROPERTY BEING LOCKED IN SECTIONS Class and 5 Zh 53 JOHNSON BAYOU WATERSHED. The SAID PROPERTY BEING LOCKED IN SECTIONS CLASS PROSERVE BEING LOCKED IN SECTIONS CLASS PROSE AND TO HOLD the aforesaid servitude or right-of-way unto the GRANTEE, its successors or assigns, so long as the GRANTEE its successors to assigns, shall continue to use said servitude or right-of-way for drainage facilities and appurtenances.

IN WITNESS WHEREOF, THE GRANTOR has hereunto signed his or her name this 27 day of September, 19 17, together with C. J. L. and FRINGS SHOET witnesses and me Notary in and for Parish or County,

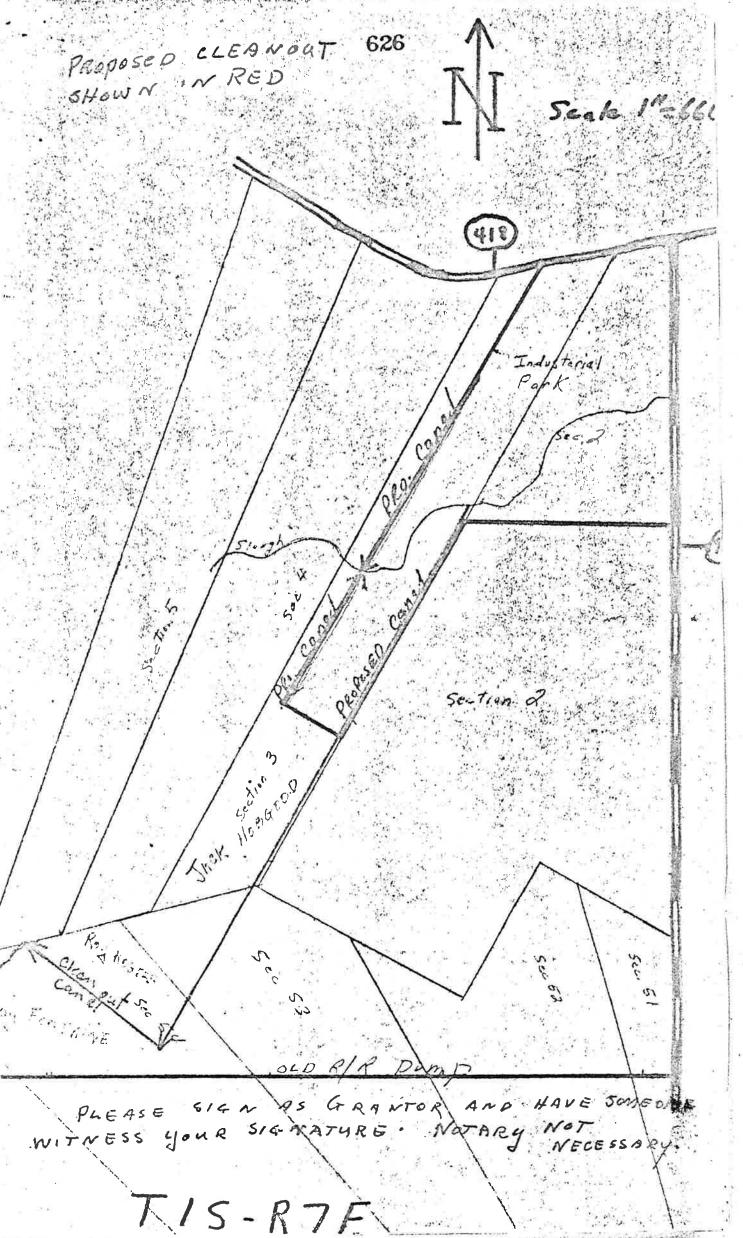
State

WITNESSES:

GRANTOR:

NOTARY PUBLIC

Slough on morth side to be desired where needed to



TRULY RECORDED SEP 28, 1977, Mary A. Chustz, Dy. Clerk

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LEASE

THIS LEASE made and entered into the day of SCEMBEN, 1975, by and between the POLICE JURY OF THE PARISH OF POINTE COUPEE, a political subdivision of the State of Louisiana, having its principal office at New Roads, Louisiana, hereinafter called "LESSOR", and OLD RIVER TERMINAL CO-OP, a Louisiana corporation, having its principal office and place of business at Innis, Louisiana, hereinafter called "LESSEE":

WITNESSETH THAT:

In consideration of the covenants and agreements to be kept and performed by the parties hereto, and upon the terms and conditions hereinafter provided, it is mutually agreed as follows:

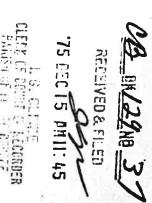
1.

PROPERTY TO BE LEASED

LESSOR hereby leases to LESSEE the following described property, to-wit:

A certain Twelve (12) acre tract or parcel of land designated as Tract "A", taken from the Pointe Coupee Parish Port site in Section 3, Township 1 South, Range 7 East, Southeastern Land District, in the Parish of Pointe Coupee, Louisiana, and being more fully described as follows:

From U.S.E. monument on the southerly Lower Old River Levee at Station 76+77.5, proceed South 78°49' 03" West along U.S.E. levee traverse a distance of 22.93 feet to the westerly property line of said Pointe Coupee Parish Port site and the section line between Sections 2 and 3, Township 1 South, Range 7 East; thence run South 29° 31' 53.3" West along said section line for a distance of 140.54 feet to the northerly right of way line of Louisiana State Highway No. 418; thence continue South 29° 31' 53.3" West along said section line for a distance of 92.43 feet to the southerly right of way line of Louisiana Highway No. 418 and the point of beginning; thence run South 29° 31' 53.3" West along the said section line for a distance of 1,898.13 feet to a point and corner; thence run North 60° 28' 06.7" West for a distance of 300 feet to a point and corner on the easterly right of way line of a fifty-foot reserved road; thence run North 29° 31' 53.3" East along said easterly right of way line for a distance of 1,539.13 feet to a point and corner; thence run North 78° 45' 51" East for a distance of 136.99 feet to a point and corner; thence run North 11° 14' 09" West for a distance of 76.00 feet to a point and corner on the southerly right of way line of Louisiana Highway No. 418; thence run North 78° 45' 51" East along said right of way line for a distance of 324.64 feet to the point of beginning, and containing 12.00 acres, all as shown on "Plat of 12-Acre Tract "A" for Old River Terminal Co-Op," by Brown & Butler, Jordan, Kaiser & Sessions, Consulting Engineers, dated October 8, 1975.



ten (10) years each after the expiration of the original terms of this lease upon the terms (other than length of term) herein specified, provided, there be no default hereunder at the end of the original term or any extended terms, as the case may be. These options shall be exercised by written notice to LESSOR at least one (1) year before the expiration of the original or any extended term hereof, as the case may be. A new lease need not be executed upon the exercise of any of these options, but all the terms, considerations and covenants set forth in this lease shall remain in full force and effect.

3.

RENTAL AND RENTAL ADJUSTMENT

The rental to be paid by LESSEE to LESSOR shall commence on January 1 of the second calendar year following the completion of LESSEE'S grain elevator port facility, and for the original term, said rental shall be as follows:

The basic guaranteed annual rental, beginning the second calendar year after completion of the LESSEE'S grain elevator port facility, shall be \$70,000.00 per year payable on or before December 1 of the calendar year for which said rental is owed. Port charges to be applied against said rental are as follows:

- (A) The basic price for grain handling is 1.75¢ per bushel for four (4) million bushels annually;
- (B) A fee of 1.25¢ per bushel for the next four (4) million bushels of grain actually shipped through the facility;
- (C) A 1¢ per bushel for all grain over eight (8) million bushels shipped through the facility;

(D) The port fees for all other products shall be the tariff charged for similar goods at The Port of Natchez, Mississippi, less Ten (10%) per cent.

Jury of the Parish of Pointe Coupee or to the Port Commission Authority of Pointe Coupee Parish at LESSEE'S grain elevator site for farm produce or farm use products are to apply against the rentals due by LESSEE to LESSOR and the Port Commission as set forth herein; said rentals due by LESSEE being one and the same, and the sole obligation of LESSEE hereunder for port and storage and usage.

3A.

PORT CHARGES

The commodities to be handled by LESSEE include initially grain and other farm produce; at a later date fertilizer materials, both dry and liquid; also bulk petroleum for farm use and other farm use products.

Other users of the port facility shall make direct payment to the Port Commission or to the Police Jury. However, the use of the port must be dominantly that of the grain terminal.

The grain elevator operator shall control the use of the dock facility from the 1st of January of each year through the 31st of December of each year. During this period of time, a total of Forty-eight (48) hours dock usage per week at a time period in the week that is established by the elevator operator will be made available for public use of the dock.

From the date of March 15th of each year through September 1st of that year, the grain elevator operator shall make available for public usage, again at the operator's agreed time schedule, an additional Forty-eight (48) hours per week.

IMPROVEMENTS

As soon as practicable after the date of the execution of this lease, LESSEE shall proceed to construct and complete on the leased premises a building or buildings containing approximately 10,000 minimum square feet of floor space (but designed and equipped solely as desired by LESSEE), which building or buildings and equipment shall be used by LESSEE for receiving, drying, storage, cleaning, marketing and shipment of soy beans, corn, other grain or other farm produce; and for such other purposes as are necessary, desirable or incidental to the farming business. LESSEE shall conduct no business or activity unrelated to farming on the leased premises without the prior written consent of LESSOR; said consent is not to be unreasonably withheld.

The aforesaid building and such other buildings and improvements as LESSEE may see fit to erect upon the leased premises in furtherance of LESSEE'S aforementioned farm related business shall be and shall remain the property of LESSEE, except as hereinafter provided, and shall be constructed and installed without any claim for or right of reimbursement from LESSOR for the cost or value thereof. No building or other improvement (except for machinery and equipment as hereinafter provided) erected under the provision of this lease shall be removed or torn down without the consent in writing of LESSOR. Upon the termination or cancellation of this lease, LESSEE shall within ninety (90) days thereafter remove from the leased premises and from the building or buildings thereon all items of movable property, and for the purposes of this lease all machinery and equipment owned or leased by LESSEE, including any grain conveyor belts, and directly used by it in receiving, drying, storage, shipment and cleaning of grain products, in addition to ordinary movables, shall be deemed to be movable property although bolted or otherwise attached to the building or buildings on the leased premises. However, except as hereinabove provided, none of the said buildings or improvements, including immovables by destination, shall be removed by LESSEE upon the

termination or cancellation of this lease, such buildings and improvements thereupon to become the sole property of LESSOR in full ownership, without any claim by or right of reimbursement to LESSEE for the cost thereof. In removing the items of property which LESSEE is required to remove, as aforesaid, it shall do so without damage to or destruction of, in whole or in part, the building or buildings on the leased premises, and in the event any such damage or destruction results from such removal of property, LESSEE shall repair same or reimburse LESSOR the reasonable cost of repairing the same, at LESSOR'S option. Machinery and equipment, notwithstanding that they may constitute immovables by destination under Louisiana law may be removed by LESSEE upon the expiration of the term as permitted within this paragraph. Notwithstanding any other provision hereof, LESSEE shall have the right prior to the expiration of the lease term to remove, substitute and replace any and all items of machinery and equipment, whether constituting immovables by destination or not, installed by it on the demised premises and LESSEE shall also have the right to make such alterations, additions, modifications or improvements to the buildings and other improvements as the LESSEE may deem desirable for its business purposes as long as any such changes do not adversely affect the structual integrity of the building, and as long as LESSEE'S uses of the leased premises are in conformity with the provisions of this lease.

The LESSEE will not permit any mechanics', laborers', materialmen's or other liens to stand against the leased premises for any labor or material furnished to the LESSEE or claimed to have been furnished to the LESSEE in connection with work of any character performed or claimed to have been performed on said premises by or at the direction or sufferance of the LESSEE or anyone claiming under the LESSEE, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this lease. The LESSEE may, however, contest the validity of any such lien or claim, provided the LESSEE shall immediately pay

any judgment or decree rendered with all proper costs and charges and shall cause any such lien to be released of record without cost to the LESSOR.

5.

CONSENT BY LESSOR TO MORTGAGE OF LEASEHOLD

LESSEE shall at all times have the right to encumber by mortgage or other proper instrument in the nature thereof, as security for any actual bona fide debt, the right to use and occupy the leased premises and property, together with the rights and interests in any buildings and improvements placed thereon by LESSEE.

If at any time after execution and recordation of any such mortgage, the mortgagor or other security holder shall notify LESSOR, in writing, that any such mortgage has been given and executed by LESSEE, and shall at the time either furnish Lessor with the address to which it desires copies of notices to be mailed, or shall designate some person or corporation as an agent and representative of such mortgagee or other security holder, for the purpose of receiving copies of notices, LESSOR hereby agrees that it will thereafter forward to such mortgagee or other security holder, or to the agent or representative so designated by such mortgagee or other security holder, at the address so given, a duplicate copy of any and all notices in writing which LESSOR may, from time to time, give or serve upon LESSEE under and pursuant to the terms and provisions of this lease.

Such mortgagee or other security holder may, at its option, at any time before the rights of LESSEE have been forfeited to LESSOR, as provided in this lease, pay any of the rents due here-under, or pay any taxes or assessments or do any other act or thing required to be done by the LESSEE by the terms of this lease, or do any act or thing which may be necessary or proper in the observance of the covenants and conditions of this lease, or to prevent the forfeiture and termination of this lease; and all payments and all things so done and performed by any such mortgagee

or other security holder shall be as effective to prevent a forfeiture of the rights of the LESSEE hereunder as if the same had
been done and performed by the LESSEE instead of by such mortgagee
or other security holder. Any such mortgage so given by LESSEE
may, if the LESSEE so desires, be so conditioned as to provide
that, as between any mortgagee and the LESSEE, said mortgagee, on
making good and performing any obligation of the LESSEE, shall
thereby be subrogated to any and all of the rights of the LESSEE
under the terms and provisions of this lease.

In connection with obtaining financing for the improvements to be constructed on the premises, if such shall require reasonable modifications in this lease or a subordination thereof as conditions to such financing, LESSOR will not unreasonably withhold or defer its consent thereto provided that such modifications do not unreasonably affect LESSOR'S interests hereunder.

6.

TAXES AND UTILITIES

LESSEE shall promptly pay all taxes, assessments, imposts or other charges that may be levied, charged or assessed against any improvements now or hereafter placed on the leased premises as a result of the use, occupancy or ownership of said improvements.

LESSEE shall also pay all utility bills and charges. Such payments are an additional consideration for this lease, and in addition to the rental above provided, it being the intention of this lease that this is a ground lease for which the LESSOR will receive the net rental stipulated herein and have no expense with regard to LESSEE's property or LESSEE's improvements or any additions placed thereon by LESSEE and that the LESSEE shall never permit any such charge to become delinquent.

LESSEE shall not be responsible for any taxes, assessments, imposts or other charges that may be levied, charged or assessed against the land demised hereunder including any charges that may be assessed after a sale of the land by LESSOR.

SALE OR TRANSFER BY LESSOR

- (A) It is contemplated that LESSOR may sell or transfer the leased premises to the Pointe Coupee Port, Harbor and Terminal Authority, in which event the transferee or transferees shall be subject to and shall be bound by this lease and the provisions of all transfers and retransfers, whether voluntary or forced.
- (B) LESSOR agrees that it shall give LESSEE written notice of any proposed sale or transfer of the demised area or any portion thereof, setting forth all of the terms and provisions thereof, and the name of the proposed transferee.

8.

ASSIGNMENT OF LEASE BY LESSEE

LESSEE shall not assign this lease or sublet the leased premises or any portion thereof without the written consent of LESSOR, which consent shall not be unreasonable withheld, but no such assignment or subletting shall relieve LESSEE of its obligations hereunder.

9.

LIABILITY TO PERSONS ON LEASED PREMISES

patrons or visitors, or to any other person, for any damage to person or property caused by any act, omission or negligence of LESSEE or its agents, employees and assigns, and LESSEE agrees to indemnify and hold LESSOR harmless from all claims for any such damage and from any and all expense arising from such claims, LESSEE hereby binding and obligating itself to undertake and provide, for and on behalf of LESSOR, a proper defense of all such claims, whether asserted by suit or otherwise, at LESSEE's sole cost and expense.

10.

RECOGNITION OF PORT'S REASONABLE USE OF ITS OWN PROPERTY

LESSEE takes full cognizance of the fact that the leased premises form a part of a larger tract of land owned by LESSOR,

on which may be situated various public facilities, with the exception of any other grain elevators which LESSOR specifically herein agrees not to construct, operate or permit to be constructed or operated on public property in Pointe Coupee Parish. Any other kind of public facility necessary or desirable to carry out LESSOR'S functions, as now or hereafter authorized by the Constitution and laws of the State of Louisiana, may be installed by LESSOR on its said property, provided that the use of any such facility, whether now existing or hereinafter constructed, shall not unreasonably interfere with LESSEE'S rights hereunder.

11.

DRAINAGE

LESSEE shall take all reasonable steps to see that adequate drainage is maintained and that any efforts by LESSEE toward improving drainage thereon shall not impair the drainage on the adjoining property of LESSOR.

12.

GAS LINE, ELECTRIC POWER LINE AND RAIL SERVITUDE

LESSOR recognized that LESSEE will require natural gas for the purposes of this lease, and as a consideration herefor binds and obligates itself to grant or establish, without charge, such servitude over its property as may be necessary to accommodate and maintain a natural gas pipeline extending from the nearest existing gas pipeline to the leased premises. It is understood and agreed, however, that the aforementioned pipeline shall be installed at no cost or expense of any kind to LESSOR and in accordance with plans and specifications approved in writing in advance by LESSOR'S Consulting Engineer, and by the supplier of the gas which must be purchased.

LESSOR further recognized that LESSEE will require electric power for its purposes hereunder, and as a further consideration herefor binds and obligates itself to grant or establish, without charge, any such servitude over its property as may be necessary and proper for the construction and maintenance of an electric power line from the leased premises to the nearest available source of adequate electric power, provided that such line and all

appurtenances thereto shall be constructed and installed at no cost or expense of any kind to LESSOR (which likewise shall have no obligation to supply said power), and in accordance with plans and specifications approved in advance by LESSOR'S Consulting Engineer.

LESSOR, as a further consideration herefor, shall grant or establish, without charge, any such servitude over its property as may be necessary for the construction and maintenance of a railroad spur track from the leased premises to the nearest practicable connection with rail trackage, provided that such spur track and its appurtenances shall be constructed at no cost or expense to LESSOR and in accordance with plans and specifications approved in advance by LESSOR'S Consulting Engineer. However, at any time during the term hereof, LESSOR shall have the right, at LESSOR'S sole cost and expense, to relocate said spur track in such manner and at such location as will be no less advantageous to LESSEE than the spur track constructed by LESSEE. Such relocation shall be accomplished so as to cause no undue interruption of LESSEE'S operations.

LESSOR shall grant LESSEE such easements and other rights of ingress and egress over the land of LESSOR as may be reasonably requested by LESSEE consistent with the purposes and intent of this lease.

13.

INSOLVENCY

should the LESSEE or any assignee of the LESSEE become insolvent, or apply to a bankruptcy court to be adjudged a voluntary bankrupt, or should proceedings be instituted against it or them, or any of them, to have it or them, or any of them, adjudged involuntary bankrupt or bankrupts, or proceedings be taken by the LESSEE looking to the appointment of a receiver, or in proceedings be instituted for the seizure or sale of the property used and enployed by the LESSEE or anyone holding under LESSEE in the use of said premises, then and in that event, LESSOR may, at its

option, upon giving ten (10) days notice in writing of such election, terminate this lease, as in the case of violation by LESSEE of any of the terms, conditions and covenants herein provided. The right of termination herein set forth in this paragraph shall not be applicable to the seizure or sale of the property used and employed by the LESSEE, at the instance of a mortgagee or other security holder, unless such mortgagee or other security holder shall, within ten (10) days after receipt of such a notice of termination, neglect or fail to comply with the particular terms, conditions, and covenants which have been violated by the LESSEE. Any involuntary proceeding against LESSEE, including attachments, involuntary proceeding in bankruptcy and the like shall not constitute an event of default hereunder unless not cured within sixty (60) days.

14.

DEFAULT

This lease is made upon the condition that LESSEE shall perform each and every one of the covenants and agreements herein set forth to be performed by it, and if at any time any rental payment, assessment, charge, lien, penalty or damage herein specified to be paid by the LESSEE, or any portion thereof, shall be in arrears and unpaid for a period of fifteen (15) days, or LESSEE shall fail to perform any of the covenants or agreements herein provided to be carried out or performed by LESSEE, other than the payment of moneys as aforesaid, for a period of thirty (30) days then LESSOR shall have the right, upon giving thirty (30) days notice in writing of such default, and if such payment or other default is not fully cured and paid within thirty (30) days following the mailing of such notice, then and in such event, LESSOR, at any time thereafter, and without any further notice or demand, shall have the right and option, at LESSOR'S election, of declaring this lease terminated and forfeited, or may, at LESSOR'S sole option, declare all or any part of the remaining

installment of rent agreed upon herein to be paid, to be immediately due and payable. Upon such termination and forfeiture of this lease, at LESSOR'S option as aforesaid and under the aforesaid conditions, LESSOR shall immediately have the right to enter upon the leased premises and to take possession thereof, and to bring suit for and collect any rent or other charges, payments or obligations which may have accrued up to the time of such termination and re-entry.

LESSEE further agrees and binds and obligates itself to pay interest at the rate of eight (8%) per cent per annum on each and every installment of rent and on any and all other payments due to be made by it under the terms hereof, from its due date until paid, and in case it becomes necessary for LESSOR to employ an attorney at law for the purpose of collecting any of the rent stipulated in this lease, or to enforce any of the provisions hereof, LESSEE agrees to pay in addition, a reasonable attorney's fee, whether suit be filed or not, which attorney's fee, in the event only a sum of money is due and owing, shall not be more than fifteen (15%) per cent of the entire amount of principal and interest due.

If, on account of breach or default by the LESSOR of any of its obligations hereunder, it shall become necessary for LESSEE to employ an attorney at law to enforce or defend its right or remedies hereunder, then in such event, any reasonable amount incurred by LESSEE as attorney's fees shall be paid by LESSOR.

Any revenues derived by LESSOR from the reletting or other use of the premises shall be applied to reduction of LESSEE'S obligations hereunder.

15.

DAMAGE TO OR DESTRUCTION OF BUILDINGS OR OTHER IMPROVEMENTS

In the event the buildings or other improvements, or any part thereof, situated on the leased premises shall be partially or totally destroyed or damaged by fire or any other hazard, then in such event, LESSEE at its option shall promptly (a) repair and/or restore any improvements so damaged or destroyed, or (b) remove

the damaged or destroyed improvements from the leased premises.

Upon failure of LESSEE to initiate compliance with said requirements within ninety (90) days after such damage or destruction, and to diligently prosecute same to completion, LESSOR shall have the right to remove the damaged or destroyed improvements at LESSEE'S sole cost and expense.

In the event the LESSEE exercises its option to repair and/or restore any improvements so damaged or destroyed, an equitable adjustment of the rent shall be made and the term of the agreement shall be automatically extended for the period of repair or rebuilding. In the event LESSEE fails to repair and/or restore, the lease shall cease and LESSEE shall be entitled to an equitable adjustment of any prepaid rent.

16.

COVENANT OF QUIET ENJOYMENT WARRANTY OF TITLE

- (A) LESSOR agrees that if LESSEE pays the rent and performs, observes and fulfills the other obligations and liabilities of LESSEE hereunder, LESSEE shall peacefully and quietly have, hold, and enjoy the premises without any manner of molestation or unreasonable interference by LESSOR or anyone else.
- (B) LESSOR warrants that it has good and clear record title to the premises demised hereunder subject only to the encumbrances listed on Schedule A attached.
- (C) LESSOR agrees to establish and maintain at its own expense a port adjacent to LESSEE'S grain elevator site suitable for the needs of LESSEE throughout the term of this lease.
- (D) The LESSOR represents and covenants that it has the legal right and power to enter into this lease agreement and to assume and perform the obligations hereunder imposed upon it; and that a resolution has been adopted by the Police Jury of the Parish of Pointe Coupee authorizing the execution and delivery of this lease.

17.

ASSIGNMENT OF RIGHT OF OCCUPANCY, ETC.

LESSEE is hereby expressly authorized to convey to New Orleans Bank for Cooperatives, New Orleans, Louisiana, or any other lending agency pursuant to the terms and conditions of one or more financing agreements, to be executed by and between LESSEE and the New Orleans Bank for Cooperatives, or any other lending agency the right to occupy the leased premises, it being understood and agreed, however, that irrespective of the terms and conditions of such instrument or instruments executed by and between LESSEE and any lending agency, the same shall not have the effect of varying the terms or conditions of this lease or any of the rights or obligations of the parties hereto, and in the event of any conflict between the terms of said agreements and those of this lease, the latter shall prevail.

18.

NOTICES

LESSOR and LESSEE mutually agree that, until otherwise directed in writing by the other, tenders, notices and demands permitted or required hereunder shall be validly and sufficiently given and made by certified mail, postage prepaid, as follows:

(a) If intended for LESSOR:

POLICE JURY OF THE PARISH OF POINTE COUPEE POST OFFICE BOX "J"
NEW ROADS, LOUISIANA 70760

(b) If intended for LESSEE:

OLD RIVER TERMINAL CO-OP POST OFFICE BOX 88 BUNKIE, LOUISIANA 71322.

19.

PROVISIONS BINDING ON SUCCESSORS AND ASSIGNS

All of the provisions of this lease shall inure to the benefit of and be binding upon the successors, sub-tenants and assigns of the parties hereto, and the heirs, administrators and executors of any individual assignee, sub-tenant or successor of either of the parties hereto.

NOW INTO THESE PRESENTS comes the POINTE COUPEE PORT, HARBOR AND TERMINAL AUTHORITY, a political subdivision of the State of Louisiana, having jurisdiction over the operation of the facility herein leased, who joins this act specifically for the purpose of acknowledging that it is aware of all of the terms and conditions of said contract, that it has approved the terms and conditions of said contract, and that pursuant to Article 7 of this contract the Pointe Coupee Port, harbor and Terminal Authority anticipates acquiring the facility herein leased from the Pointe Coupee Parish Police Jury and specifically agrees that it will be bound by and subject to the terms and conditions of this lease after its acquisition of the property.

THUS DONE AND SIGNED by the Police Jury of the Parish of Pointe Coupee and the Pointe Coupee Port, Harbor and Terminal Authority on the day, month and year first above written.

Hazel L. Jewise Slaushe & Donal	POLICE JURY OF THE PARISH OF POINTE COUPEE: BY: Marlin President POINTE COUPEE PORT, HARBOR AND
	BY: President Notary Public
THUS DONE AND SIGN	ED at Bushe, Louisiana, or
the day, month and year	first above written.
WITNESSES:	OLD RIVER TERMINAL CO-OP:

RESOLUTIONS OF THE BOARD OF DIRECTORS OF OLD RIVER TERMINAL CO-OP

At a special meeting of the Board of Directors of OLD RIVER TERMINAL CO-OP held at Innis, LA, on the 23 day of . 1975, duly convened, a full quorum of the members being present and voting, the following resolutions were made, seconded and unanimously adopted:

RESOLVED: That OLD RIVER TERMINAL CO-OP enter into a twenty (20) year lease, commencing Jan 1, 1976, and terminating Dec 31, 1995, with the Police Jury of the Parish of Pointe Coupee, LA, with an option to extend this lease for two (2) successive, separate and additional periods of ten (10) years each after the expiration of the original terms of this lease (other than length of term) provided there be no default hereunder at the end of the original term or any extended terms as the case may be. These options shall be exercised by written notice to lessor at least one (1) year before the expiration of the original or any extended term hereof as the case may be. A new lease need not be executed upon the exercise of any of these options, but all the terms, considerations and covenants set forth in this lease shall remain in full force and effect.

The said lease covers the following described property. to-wit:

Adorthin Twolve (12) acre front or parcel of land designated as Tract "A", taken from the Pointe Coupee Parish Port site is feet of 3, Township 1 South, Range 7 Back, Sentinger of the Parish of Pointe Coupee, Louisiana, and heing word willy demand as follows:

Evon H.S.H. monument on the conthects before the Fiver terms at Station 76:77.5, present bouth 76:71.0.0 week rions 1.8.H. or traverse a distance of 21.93 Seet to the wester by preparty line of said Points Course Parish Port site and the restor line interest Scations 2 and 3. "Courseling I South, Cause "I Lady There was prouth 29° 31' 53.3" West along said souther time for a distance of 140.1 feet to the northesty right of war line of benighter flate bishow to. 418; thence continue South 29° 30' 50.11 Vest along said section line for a distance of 92.42 feet to the point of beginning thence run South 29° 31' 31.1" Feet a and the point of beginning thence run South 29° 31' 31.1" Feet a and the point of beginning a distance of 1,893.13 feet to a point and destroy; there are leady for 23' 06.7" West for a distance of 300 Teet to a point and corner; there run forth 29° 31' 31.3 feet to a point said context to red for a distance of 1,530.13 feet to a point are context to the for a distance of 1,530.13 feet to a point are context to the run forth 73° 45' 51" Saat for a listance of 50.00 feet to a point of the south and context there are for a distance of man forth 11° 14' 40" West for a circance of 16.00 feet to a point and corner; thence run feet of war line of fourtaining, and containing 12.00 across at large field of the point of beginning, and containing 12.00 across, at an electron 1914 of 12-Acro Track "A" for old divertions at Englishment, onto

In addition to the property described above, Lessor grants and leases unto Lessee, subject to the terms of said lease, the facility which has been constructed immediately in front of the property described above, both on the levee and on the flood side of the levee consisting of, but not limited to, roads, wharf, docking facilities, dolphins and other works as shown on the sketch entitled "Proposed Dock on Lower Old River, Pointe Coupee Parish." It is also agreed and understood that Lessee may need to construct other facilities for the orderly handling of river traffic, and Lessor specifically gives its consent, subject only to Lessee obtaining the necessary approval from pertinent governmental agencies, for the construction of additional dolphins, barge handling facilities and other works necessary for the operation of this port.

This property includes the entire port facility property and its use and the rental herein stipulated shall not be increased in any way by virtue of additional charges by a separate agency (for example the Port Authority).

The rental to be paid by Lessee to Lessor shall commence on January 1 of the second calendar year following the completion of Lessee's grain elevator port facility, and for the original term, said rental shall be as follows:

The basic guaranteed annual rental, beginning the second calendar year after completion of the Lessee's grain elevator port facility, shall be \$ 70,000.00 per year payable on or before Dec 1 of the calendar year for which said rental is owed. Port charges to be applied against said rental are as follows:

(A) The basic price for grain handling is 1.75¢ per bushel for four (4) million bushels annually;

(B) A fee of 1.25c per bushel for the next four (4) million bushels of grain actually shipped through the facility;

(C) A 1c per bushel for all grain over eight (8) million bushels shipped through the facility:

(D) The port fees for all other products shall be the tariff charged for similar goods at The Port of Natchez, MISS, less ten (10) per cent.

All tariffs from whichever source paid to the Police Jury of the Parish of Pointe Coupee or to the Port Commission Authority of Pointe Coupee Parish at Lessee's grain elevator site for farm produce or farm use products are to apply against the rentals due by Lessee to Lessor and the Port Commission as set forth therein; said rentals due by Lessee being one and the same, and the sole obligation of Lessee hereunder for port and storage and usage.

FURTHER RESOLVED: That the said President of OLD RIVER TERMINAL CO-OP, Charles A. O'Brien, Jr., is hereby authorized to sign and execute said lease for and on behalf of the corporation and to perform any and all acts necessary to carry out the intent and purpose of the hereinabove set forth resolution for and on behalf of the corporation.

SECRETARY

JAMES N. LEE Attorney at Law Phone 346-2364 P. O. Box 88 unkie, La. 71322

CERTIFICATE

This is to certify that the above is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of OLD RIVER TERMINAL CO-OP held on the 23 day of 1975; that said resolutions are duly entered u the Minute Book of said corporation and are now in full force and effect; and, that the Board of Directors of said corporation has, and at the time of the adoption of the said resolutions, had full power and lawful authority to adopt the said resolutions and to confer the powers thereby granted to the officer therein named who has full power and lawful authority to exercise the same.

WITNESS my hand and the seal of the corporation.

STATE OF LOUISIANA

PARISH OF AVOYELLES

BEFORE ME the undersigned Notary Public duly commissioned and qualified on this the Aday of Dec. 1975, personally came and appeared LEONARD BERNARD personally known to me and known to be the person described in and who executed the toregoing certificate and acknowledged to me that he executed the same, and being by duly sworn did depose and say that he is the Secretary of the said corporation: that as such officer he keeps the corporate minute books of said corporation as well as the seal and that the foregoing is true to his own knowledge.

> SWORN TO AND SUBSCRIBED before me Notary Public on 1975. Dec

this the 12 day of

My commission expires at death.

JAMES N. LEE Attorney at Law Phone 346-2364 P. O. Box 88 Nunkie, La. 71322

RESOLUTION:

By Mr. Hurst and seconded by Mr. Bergeron

BE IT RESOLVED, that Mr. Adam J. Martin, President of the Pointe Coupee Parish Police Jury be and he is hereby authorized to execute and sign a lease between the Pointe Coupee Parish Police Jury and the Old River Terminal Co-op for the operation of the Pointe Coupee Parish Port on Lower Old River, said lease to commence on January 1, 1976 and to terminate on December 31, 1995.

A vote being taken resulted as follows: Yeas: Messrs. Gray, Grezaffi, Parlange, Torres, Holmes, Hurst, Bergeron, Talbot, Bueche and Martin. Nays: None.

Nays: None. Absent: Mr. Ronnie Cline. Carried.

I, Hazel L. Powers, Secretary of the Pointe Coupee Parish do hereby certify that the above and foregoing is a true and correct copy of resolution adopted by this Jury on October 28, 1975.

Harel J. Servers

TRULY RECORDED DEC. 15, 1975, I. G. Olinde, Clerk

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AGREEMENT

This Agreement made the loth day of August 1975, by and between the Pointe Coupee Parish Police Jury. Now Roads, Louisiana 70764 (hereinafter with its successors and assigns called the "Grantee"), and the ECONOMIC DEVELOPMENT ADMINISTRATION, UNITED STATES OF AMERICA, whose address is Main Commerce Building, Washington, D. C. 20230 (hereinafter with its successors and assigns called "EDA"):

WHEREAS, pursuant to application designated as EDA Project No. 08-1-01505.1 a request was made by the Grantee for financial assistance pursuant to the Public Works and Economic Development Act of 1965 (P.L. 89-136; 42 U.S.C. 3121, et seq.); and

WHEREAS, by Offer of Grant dated February 21, 1974, as amended, EDA offered a grant to the Grantee to assist in financing the construction of Port Facilities

(hereinafter called the "Project Facilities") in Pointe Coupee Parish, State of Louisiana, in and upon that certain real property described in Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, by virtue of its acceptance of the Offer of Grant, the Grantee covenanted and agreed that it, or a successor satisfactory to EDA, will retain title to the Project Facilities for their useful life and that the Project Facilities will be devoted to the purpose for which the grant was made; and

WHEREAS, it is desirable that the Grantee's covenant be recorded in the appropriate public records affecting real property in the above mentioned County (Parish), and thereby constitute a notice to all persons of restrictions on title to and use of the Project Facilities;

NOW, THEREFORE, in consideration of financial assistance rendered and/or to be rendered by EDA and to assure that the benefits of the Project Facilities will accrue to the public as intended by both EDA and the Grantee, the Grantee hereby covenants and agrees as follows:

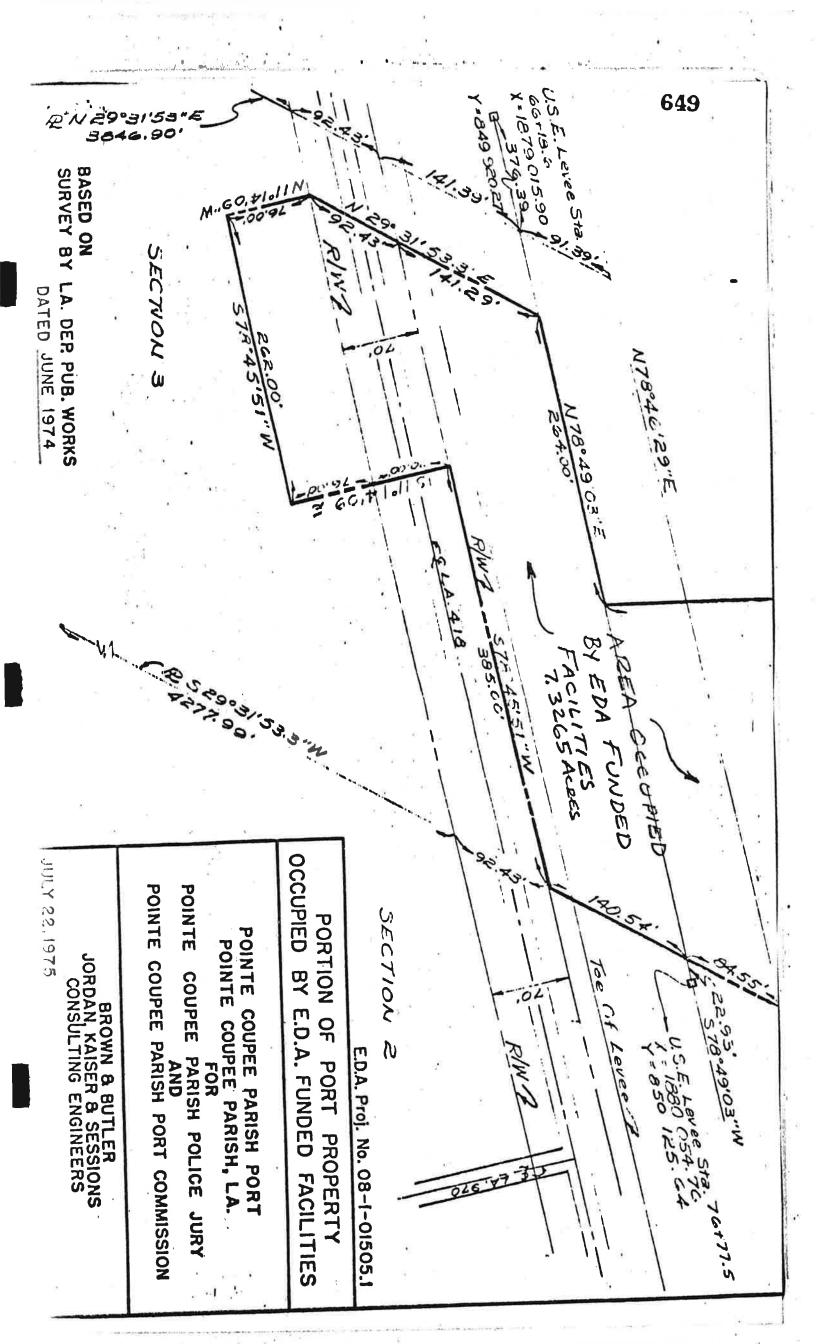
- 1. That for the term specified in 2, below, and except as provided herein, the Grantee will retain its title to the Project Facilities and its title to the real property upon which said Project Facilities are located, which real property is described in Exhibit "A" attached hereto and made a part hereof;
- 2. That the term for which the Grantee agrees to retain its title to the Project Facilities and its title to the real property upon which the Project Facilities are located shall be for the useful life of the Project Facilities, which has been determined to be 40 years from the date hereof;
- 3. That during the term of years specified in 2, above, the improvements or other Project Facilities rinanced in whole or in part by a grant from EDA shall be devoted to that public purpose for which the grant was made; provided, however, that this restriction shall apply only to that portion of the real property described in Exhibit "A" upon which improvements or other facilities financed in whole or in part by EDA are located. By way of illustration only, should the improvements and facilities in an industrial park financed by EDA be limited to streets, water, sewage, utilities, or any of these, the foregoing restriction shall apply only to that real property upon which such facilities are located. The Grantee does, moreover, covenant that it will not cause, permit or suffer alienation of all or any part of such real property or any improvements thereon financed in whole or in part by EDA, during such term of years, whether such alienation shall be by deed, lease, mortgage, or otherwise.
- 4. The covenants and restrictions herein contained shall be real covenants running with the land described in Exhibit "A" attached hereto during the term of years set forth in 2, above. Notwithstanding the foregoing, the restrictions and limitations upon the Grantes set forth in this Agreement may be waived, modified, or altered with the prior consent of the Assistant Secretary of Commerce

EXHIBIT"A"

A certain tract or percel of land containing 7.3265 acres located in Section 3, Township 1 South, Range 7 East, Southeastern District, Pointe Coupee Parish, Louisians, and being more particularly described as follows:

Begin at a point on the intersection of the easterly line of Section 3, Township 1 South, Range 7 East, Southeastern District and the southerly leves on Lower Old River, said point being South 78° 49' 03" West, 22.93 feet from U. S. Engineer's Levee Station 76+77.5; thence run South 29° 31' 53.3" West along said easterly line of Section 3 a distance of 140.54 feet to the northerly right-of-way line of Louisiana Highway 418 and corner; thence run South 78° 45' 51" West along said northerly right-of-way for a distance of 385.00 feet to a point and corner; thence run South 11° 14' 09" East 70.00 feet to a point on the southerly right-of-way line of Louisiana Highway 418; thence continue South 11° 14' 09" East 76.00 feet to a point and corner; thence run South 78° 45! 51" West 262.00 feet to a point and corner; thence run North 11° 14' 09" West 76.00 feet to a point and corner on the southerly right-of-way line of Louisiana Highway 418; thence run North 29° 31' 53.3" East 92.43 feet to a point on the northerly right-of-way line of said. Louisiana Highway 418; thence continue North 29° 31' 53.3" East for a distance of 141.29 feet to a point and corner on the Lower Old River Leves; thence run North 78° 49' 03" East along said levee for a distance of 264.00 feet to a point and corner; thence run North 660.00 feet plus or minus to the mean low water line of Lower Old River; thence run easterly along said mean low water line for a distance of 360.00 feet, plus or minus; thence run South for a distance of 540.00 feet, plus or minus to the northerly toe of the Lower Old River Levee; said point also being on the easterly line of Section 3, Township 1 South, Range 7 East; thence run South 29° 31' 53.3" West along said section line for a distance of 84.55 feet to the point of beginning, all as shown on a "Map showing EDA Project No. 08-1-01505.1, Portion of Port Property Occupied by EDA Facilities, Pointe Coupee Parish Port, Pointe Coupee Parish, Louisiana, for Pointe Coupee Parish Police Jury and Pointe Coupee Parish Port Commission," by Brown & Butler, Consulting Engineers, and Jordan, Kaiser & Sessions, Consulting Engineers, dated July 22, 1975.

EXHIBIT "A" to an AGREEMENT between the POINT COUPEE PARISH POLICE JURY, LOUISIANA, and the UNITED STATES OF AMERICA, Economic Development Administration U. S. Department of Commerce, Project Number 08-1-01505.1.



for Economic Development in accordance with regulations prescribed in Title 13, Code of Federal Regulations, Section 305.59, et seq., as such regulations may be amended or modified from time to time.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written by their duly authorized officers.

	_*
(SEAL)	POINTE COUPEE PARISH POLICE JURY Grantee
()	
ATTEST:	By: Allain Martin
Hazel Lowers	Title: President
Title: Secretary	
2 1	- 188 U.S 18
	9
	ECONOMIC DEVELOPMENT ADMINISTRATION UNITED STATES OF AMERICA
	1 100
× 1	By: Auch Breamer
	Title Regional Director
	•
(NOTE TO GRANTEE: This acknowledgment able law of the State in which the rea	must be completed in accordance with applications are the located \
and law, of the prace in which the re-	if property is rocatedly
STATE OF LOUISIANA I	
SIRIB OF BOOTSTANK R	
ARISH OF POINTE COUPEEX	· ·
personally came and appeared, ADA Pointe Coupee Parish Police Jury, described in the foregoing instruexecuted the same in the capacity duly authorized in the premises.	known to me to be the person
GIVEN UNDER MY HAND AND SEA	L this 19th day of August, 1975.
	21000
"	Hezel M. danghea
* ************************************	NOTARY PUBLIC, in and for the Parish of Pointe Coupee, State of Louisiana
a e e e	My commission expires at Death
STATE OF TEXAS	
COUNTY OF TRAVIS	
On this 29. day of July	1975, before me, a Notary Public,
personally appeared Toseph B Southwestern Regional Office Economic	Development Administration, United States
of America, known to me to be the pers	on described in the foregoing instrument,
	same in the capacity therein stated and d that he is duly authorized in the premises
GIVEN UNDER MY HAND AND SEAL this	¥ 2 × X
il pac	
	() 2001
(SEAL)	Horary Phila to and for Travela Country
	Notary Public in and for Travis County, Texas
	Jaye F, Hickman Notary Public, Travis, County, Texas Mr Commission Expire 6-1-27

2 of 2

CASH SALE

JOHN HENRY HOBGOOD, JR.

TO
THE POLICE JURY OF THE PARISH
OF POINTE COUPEE and THE
PARISH OF POINTE COUPEE

STATE OF LOUISIANA

PARISH OF POINTE COUPER -

Be It Known, that on this 29th . day of August, in the year one thousand, nine hundred and seventy-four (1974), Before me,

a Notary Public in and for the Parish of Pointe Coupee, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally care and appeared:

JOHN HENRY HODGOOD, JR., husband of Mrs. Majorie Terrell Hobgood, born Terrell with whom he resides in the Parish of Acadia, State of Louisiana, and whose permanent mailing address is declared to be: 1405 North Avenue C, Crowley, Louisiana.

CHERK OF STATE OF STROER

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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 to all rights and actions of warranty against all preceding owners and vendors, unto

THE POLICE JURY OF THE PARISH OF POINTE COUFEE and THE PARISH OF FORTE COUFEE, represented herein by its duly authorized Fresident, Adam J. Martin, acting herein by virtue of a resolution of said Police Jury,

hereinalter designated as "purchaser," here present, accepting and purchasing for itself, its successors and assigns,

and acknowledging delivery and possession of the following described property, to wit:

ry36513 bm 10-61

08 Mm 128

A certain tract of land, situated in Section Three (3), Township One (1) South, Range Seven (7) East, Southeastern Lend Mistrict, in the Farish of Pointe Coupee, State of Louisiana, which tract of land is fully shown on a map of survey entitled:" Pointe Coupee Parish Fort Site", prepared by Hatley N. Harrison, Jr., Chief, Lands & Surveyor, Louisiana Department of Public Works, dated June, 1974, a copy of which map of survey is annexed hereto and hereof made a part for greater certainty of description. Said tract of land being more particularly described as follows: Commence at the southeast corner of Section 3, TLS, R7E, thence N 29° 31' 53*.3 E along section line between sections 2 and 3, TLS, R7E, thence N 29° 31' 53*.3 E along section line between sections 2 and 3, TLS, R7E, defining THE POINT OF BEGINNING; thence N 60° 20' 06".5 W a distance of 500.00 feet to a point marked by an iron rod, being THE POINT OF BEGINNING; thence N 60° 20' 06".5 W a distance of the property herein described; thence N 29° 31' 53*.3 E a distance of 3,686.90 feet to a point on the scuth right of way limits of Louisiana State Highway No. 418; thence on same bearing a total distance of 350.21 feet to a point marked by an iron rod; thence S 78° 46' 29" W a distance of 558.80 feet to a point in section line between sections 3 and 4, TLS, R7E marked by an iron rod; thence N 26° 31' 59" E a distance of 661.98 feet to a point marked by an iron rod; thence N 26° 31' 59" E a distance of 61.98 feet to a point in section line between sections 2 and 3, TLS, R7E, marked by an iron rod, being the Northeast corner of the property herein described; thence S 29° 31' 53".3 W along said section line a distance of 169.69 feet to an iron rod; thence on same bearing a total distance of 317.52 feet to a point on said section line narked by an iron rod located on the south right of way limits of Louisiana Highway No. 418; thence on same bearing (S 29° 31' 53".3 W) a distance of 1277.99 feet along said section line to the point of beginning, being the sou

Being a portion of the same property acquired by John Henry Hobgood, Jr. in part by act of partition with Walter Palmer Hobgood, Emmett Jones Hobgood and Vera Lee Hobgood Olds dated April 15, 1955, filed and recorded same date under Entry No. 176 of Conveyance Book MC and in part by act of partition with Highland Growers, Inc., Walter Palmer Hobgood and John Henry Hobgood, Jr., dated October 4, 1963, filed and recorded April 4, 1964 under Entry No. 199 of Book 57 of the Conveyance Records of Pointe Coupee Parish, Louisiana.

There is included in this sale all batture rights owned by the vendor herein lying immediately north of and adjacent to the property herein conveyed.

Vendor specifically reserves unto himself, his heirs and assigns, all of the oil, gas and other minerals and/or mineral rights in, on, under and that may be produced from said property, however the purchaser shall have free and unrestricted use of the surface of said property and any mineral leases which may be granted by vendor, his heirs or assigns, shall contain a provision that no actual drilling operations shall be conducted thereon.

To have and to hold the said property unto the said purchaser forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and

price of SEVENTY-RIGHT THOUSAND CHE HUNDRED THIRTY-TWO & CO/100(\$78,132.00)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.

The United States Internal Revenue Stamps required by law, amounting to none

The United States Internal Revenue Stamps required by law, amounting to Inche law been affixed and duly canceled.

Whenever the word "vendor" is used in this act, it shall be construed to include "vendors," and shenever the word "purchaser" is used it shall be construed to include "purchasers."

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

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

Thus done, read and passed at my office in the 2019 CGCK Town of New Roads

State aforesaid, in the presence of Barbara R. Fajor and Joseph P. Jewell, Jr.,

competent witnesses, who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES:

6411h 1-

Joseph P.

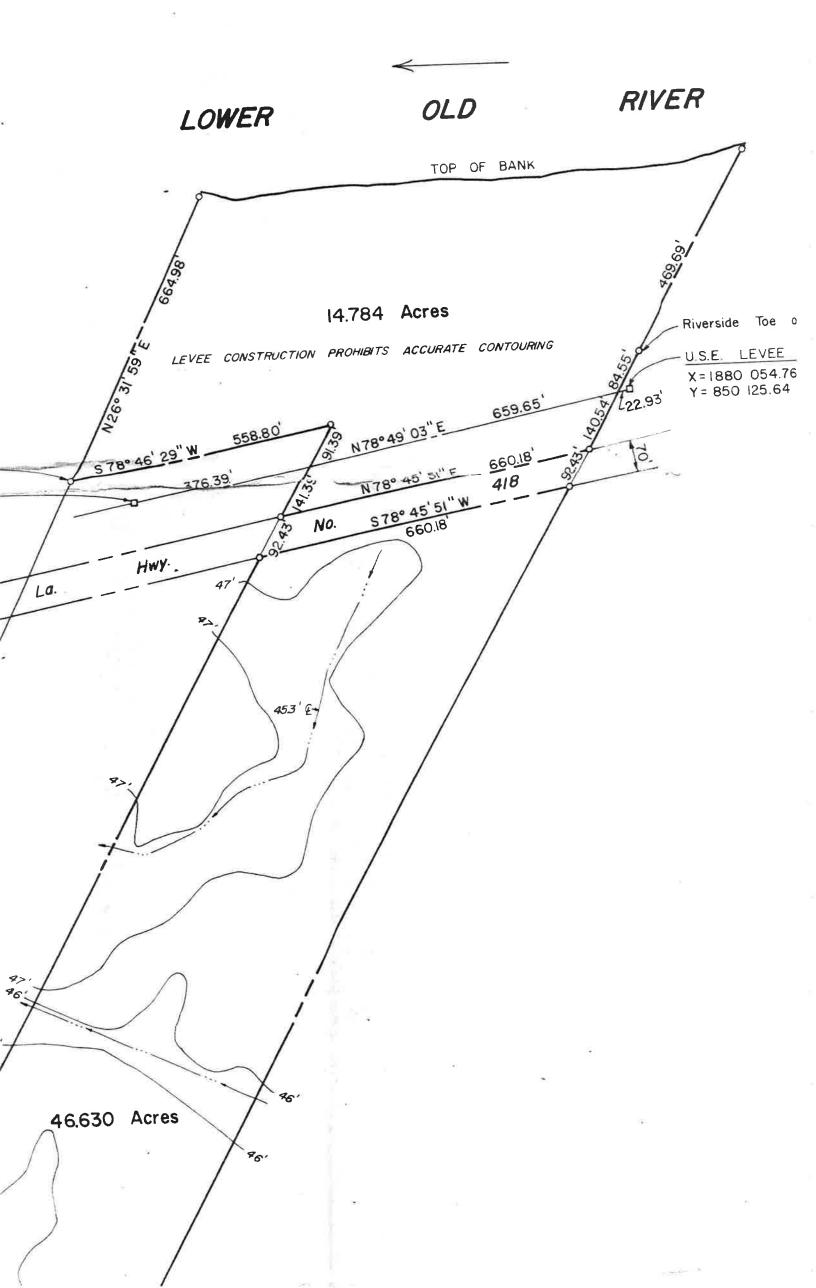
John Henry Hopgood, Jr.

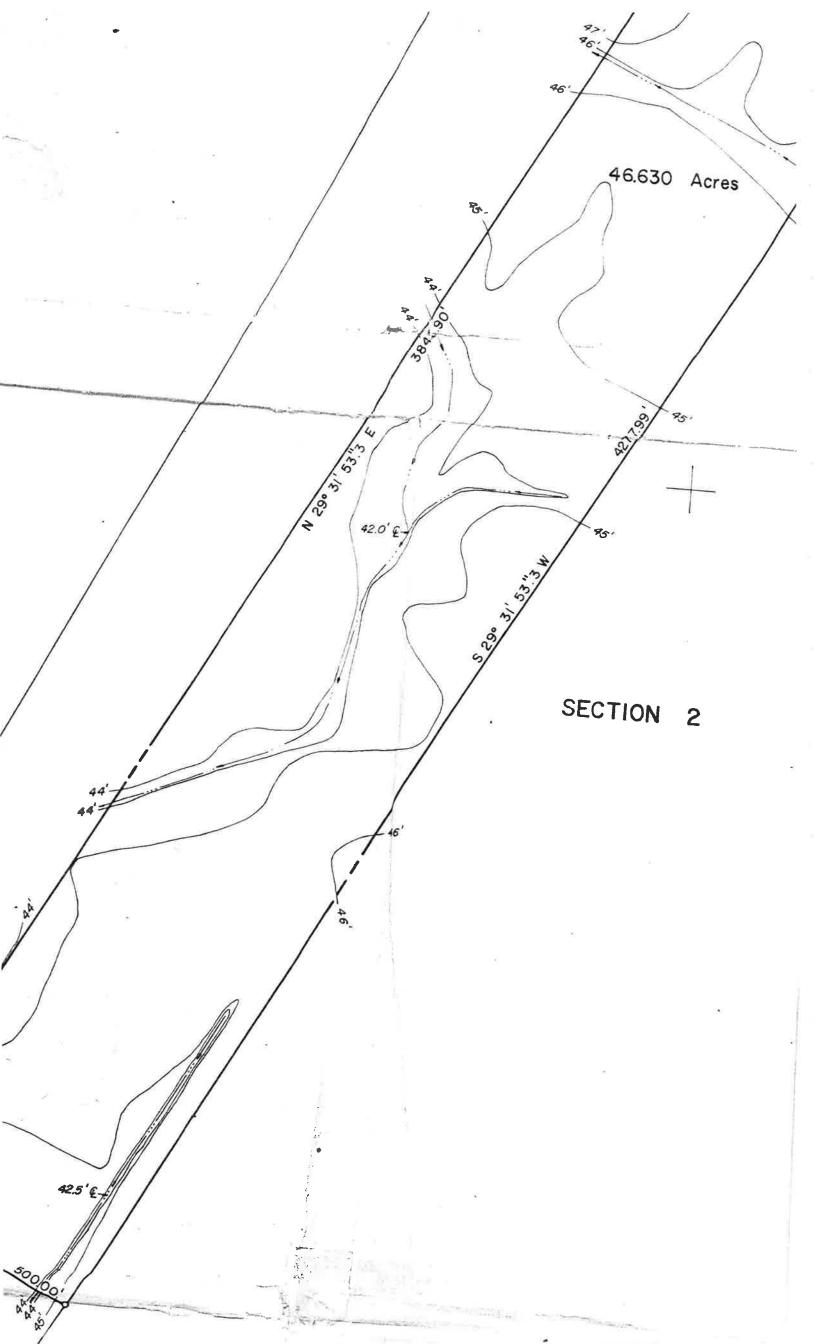
THE POLICE JURY OF THE PARISH OF POINTE COUPEE AND THE PARISH OF POINTS COUPEE,

BY:

Adam J. Martin, President, Coupee Parish Police Jury. President, Pointe

Francis Douglas Notary Public. Jewell,





SECTION 3 S.E. Corner Sec. 3

847 000

846 000

MAP SHOWING SURVEY OF
POINTE COUPEE PARISH PORT SITE
LOCATED IN SEC. 3, T.IS., R.7E., SOUTHEASTERN DISTRICT
FOR

POINTE COUPEE PARISH POLICE JURY
AND
POINTE COUPEE PARISH PORT COMMISSION

PREPARED BY LOUISIANA DEPARTMENT OF PUBLIC WORKS

SUBMITTED BY Jates D. Harris on A. CHIEF, LANDS & SURVEYS

DATED JUNE, 1974

DRAWN BY

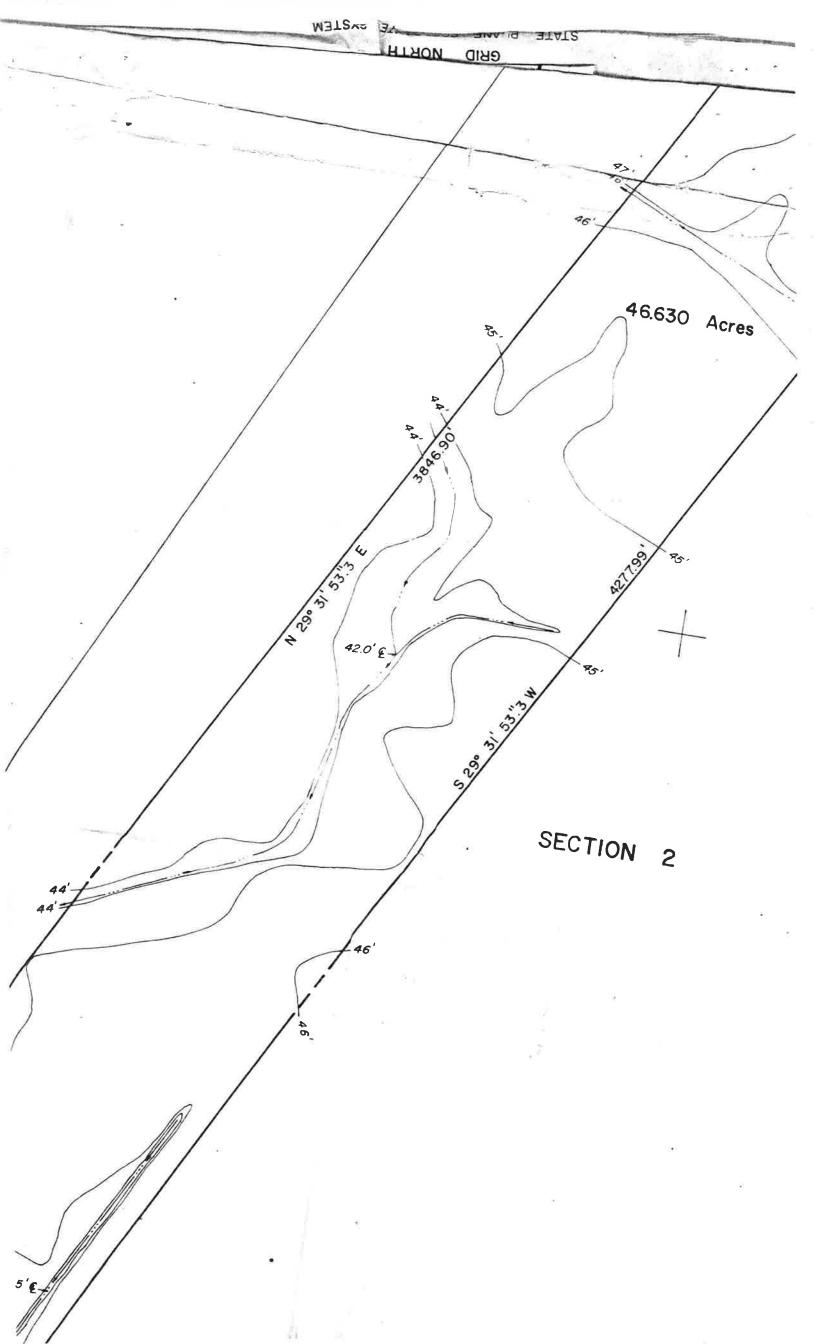
APPROVED BY

Ba Que

FIELD BOOK NO REVISIONS SUBMITTED BY CHIEF, LANDS & SURVEYS DATED JUNE, 1974 DRAWN BY R.M.A. PREPARED BY LOUISIANA DEPARTMENT OF PUBLIC WORKS CHECKED POINTE COUPEE PARISH PORT SITE LOCATED IN SEC. 3, T.I.S., R.7E., SOUTHEASTERN DISTRICT POINTE COUPEE PARISH POLICE JURY MAP SHOWING SURVEY OF FILE NO TRACED R.M.A. CHECKED APPROVED BY JOHNEOTOR L.S. 20-4B APPROVED H.N.H., Jr. SHEET ! OF ! SHEETS

mag Book 34/

SECTION SE ?TION 3 Corner Sec. 3



ABSTRACTOR COVER SHEET

BRAC FOR CAVANAUGH, Project man

FILE:	AHN: JIM CAVANAUGH, Project mgs
PROPERTY DESCRIPTION:	52.75 ALLER ID SEC. 2, 715, BTE.
MUNICIPAL ADDRESS:	. 10
OWNER: THE Police on	ry and the Parist of Pointe Crupee
PURCHASER:	*
TIME PERIOD: 3/LIF	77 - 9.11.4/11

WARD 62

ASSESSMENT ID: 5003990

LAND: # 5275.
IMPROVEMENTS:
HOMESTEAD:

TOTAL ASSESSED VALUE: \$ 5275.

TAX INFO: 2010 # 272.98 (EVENIPT)

ACT	Ω	/B	FROM		то	DAŢ
ash sale	139	223	Pointe Comp	- Preisur,	POR Commission	3/2
agricultural)	248	5		(R)	DAVID LANDRY	3/2,
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			Wash			
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	and the state of t					
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	Samuelina					1
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				0171.00. 27	Lamin I / I / I / C I /
TAX	TAX ACCOUNT	ASSESSMENT	TAX AUTH	ORITY WARD	
2010	0	50003991	POINTE CO	OUPEE 02	
TAXPAYER INFORMATION	PROPERTY LOCATIO	ON			
NAME UNAVAILABLE COURTHOUSE ANNEX NEW ROADS, LA 70760	LOT NO				
ASSESSED VALUES					
HOMESTEAD: NONE				HISTORICAL T	AX ABATEMENT
DESCRIPTION		UNIT	TOTAL	HOMESTEAD	TAXABLE
LAND	1.0		9216	O:	9216
GOVERNMENT BUILDINGS	2.0		18150	O	18150
		TOTALS	27366	0	27366
ESTIMATED TAXES					
DESCRIPTION		MLLAGE	TOTAL	HOMESTEAD	TAXES DUE
ATCHAFALAYA LEVEE DISTRICT		4.04M	\$110.56	\$0.00	\$110.56
FIRE DISTRICT 1 & SPECIAL FIRE DIST		6.46M	\$176.79	\$0.00	\$176.79
LAW ENFORCEMENT DISTRICT		15.39M	\$421.16	\$0.00	\$421.16
LIBRARY MAINTENANCE TAX		3.60M	\$98.52	\$0.00	\$98.52
PARISH ASSESSMENT DISTRICT		2.70M	\$73.89	\$0.00	\$73.89
PARISH TAX		3.06M	\$83.74	\$0.00	\$83.74
PARISH WIDE SCHOOL		4.54M	\$124.24	\$0.00	\$124.24
SPECIAL PARISH WIDE SCHOOL		11.96M	\$327.29	\$0.00	\$927.29
		TOTALS	\$1,416.19	\$0.00	\$1,416.19

PROPERTY DESCRIPTION

61.44 ACRES: PORT SITE TRACT IN SEC. 3, T1S,R7E W&S-REMDR. OF SEC. 3, PRO P. OF H.J. HOBGOOD, JR., N-LOWER OLD RIVER, E-SEC. 2, SEE MAP CB 118, E- 129; CB 357, E-182; MAP BOOK 5, MAP NO. 372

1,543.65 exampt

TAX	TAX ACCOUNT	ASSESSMENT	TAX AUTH	ORITY WAR	D .
2010	0	50003990	POINTE CO	OUPEE 02	
TAXPAYER INFORMATION	PROPERTY LOCATIO	ON			
NAME UNAVAILABLE COURTHOUSE ANNEX NEW ROADS, LA 70760	LOT NO				
ASSESSED VALUES					
HOMESTEAD: NONE				HISTORICAL	TAX ABATEMENT:
DESCRIPTION		UNIT	TOTAL	HOMESTEAD	TAXABLE
LAND	52.0		5275	0	5275
		TOTALS	5275	0	5275
ESTIMATED TAXES					
DESCRIPTION		MLLAGE	TOTAL	HOMESTEAD	TAXES DUE
ATCHAFALAYA LEVEE DISTRICT		4.04M	\$21.31	\$0.00	\$21.31
FIRE DISTRICT 1 & SPECIAL FIRE DIST		6.46M	\$34.08	\$0.00	\$34.08
LAW ENFORCEMENT DISTRICT		15.39M	\$81.18	\$0.00	\$81.18
LIBRARY MAINTENANCE TAX		3.60M	\$18.99	\$0.00	\$18.99
PARISH ASSESSMENT DISTRICT		2.70M	\$14.24	\$0.00	\$14.24
PARISH TAX		3.06M	\$16.14	\$0.00	\$16.14
PARISH WIDE SCHOOL		4.54M	\$23.95	\$0.00	\$23.95
SPECIAL PARISH WIDE SCHOOL		11.96M	\$63.09	\$0.00	\$63.09
		TOTALS	\$272.98	\$0.00	\$272.98

PROPERTY DESCRIPTION

52.75 ACRES: 1) 50A-TRACT CONT. 50. 005 ACRES TAKEN FROM A 209.7 ACRE TRACT LOCATED IN SEC. 2, T1S,R7E, AS SHOWN ON PLAT FOR 'ADDITION TO PORT SITE, P. C. PARISH PORT, BY BROWN & BUTLER, ET AL DATED 10/5/76, FILED IN MAP BOOK 3, MAP NO. 68, CB 139, E-223 (2) TRACT CONT. 2.759A IN SEC. 2, T1S,R7E SHOWN ON A 'PLAT OF 2.759 A FOR ADD. TO PORT SITE P. C. PARISH LA. BY BROWN & BUTLER DATED 10/19/76 CB 139, E-223; MAP BOOK 3, MAP NO.68 CB 357, E-182; MAP BK. 5, MAP #372



Date: 02/25/2011 Time: 1:52:50PM

James A. Laurent, Jr. Assessor, Pointe Coupee Parish 211 East Main St, Ste 4 Courthouse

New Roads, LA 70760

2011 PARCEL LISTING

OWNER

POINTE COUPEE PARISH POLICE JURY

COURTHOUSE ANNEX

NEW ROADS, LA 70760

PARCEL# 50003990

Parcel Number 50003990

Map Number

Parcel Type Permanent Exempt

Ward 02

Physical Address

ITEMS-PARCEL#50003990

Description I LAND (EXEMPT) Assessed Value 5,275

Homestead Value

Units 52.75 Homestead Units 0.00

Item Totals

5,275

52.75

0.00

Page: 1

LEGAL DESCRIPTION- PARCEL#50003990

52.75 ACRES: 1) 50A-TRACT CONT. 50. 005 ACRES TAKEN FROM A 209.7 ACRE TRACT LOCATED IN SEC. 2, T1S,R7E, AS SHOWI ON PLAT FOR 'ADDITION TO PORT SITE, P. C. PARISH PORT, BY BROWN & BUTLER, ET AL DATED 10/5/76, FILED IN MAP BOOK 3, MAP NO. 68, CB 139, E-223 (2) TRACT CONT. 2.759A IN SEC. 2, T1S,R7E SHOWN ON A 'PLAT OF 2.759, A FOR ADD. TO PORT SITE P. C. PARISH LA. BY BROWN & BUTLER DATED 10/19/76 CB 139, E-223; MAP BOOK 3, MAP NO.68 CB 357, E-182; MAP BK. 5, MAP #3721

OWNERSHIP- PARCEL#50003990

TAX REGIONS- PARCEL#50003990

Owner Name

From 03/20/2002 To

POINTE COUPEE PARISH POLICE JU...

Tax Region

Value Applied

WARD 02

5,280

Sec2-1-1

Date: 02/25/2011 Time: 1:53:21PM James A. Laurent, Jr.
Assessor, Pointe Coupee Parish
211 East Main St, Ste 4 Courthouse
New Roads, LA 70760

Page: 1

2011 PARCEL LISTING

OWNER

POINTE COUPEE PARISH POLICE JURY

COURTHOUSE ANNEX

NEW ROADS, LA 70760

PARCEL# 50003991	
Parcel Number 50003991	

Map Number 010700302919

Item Totals

Parcel Type Permanent Exempt Ward Physical Address 02

ITEMS- PARCEL#50003991

Description
1 LAND (EXEMPT)
2 GOV. BLDG (EXEMPT)

Assessed Value 9,216 18,150

27,366

Homestead Value Units 1.00 2.00

3.00

Homestead Units 0.00 0.00 0.00

LEGAL DESCRIPTION- PARCEL#50003991

61.44 ACRES: PORT SITE TRACT IN SEC. 3, T1S,R7E W&S-REMDR. OF SEC. 3, PRO P. OF H.J. HOBGOOD, JR., N-LOWER OLD RIVER, E-SEC. 2, SEE MAP CB 118, E-129; CB 357, E-182; MAP BOOK 5, MAP NO. 372

From

03/20/2002

OWNERSHIP- PARCEL#50003991

Owner Name

To

POINTE COUPEE PARISH POLICE JU...

TAX REGIONS- PARCEL#50003991

Tax Region
WARD 02

Value Applied

27,370

Sec. 3-1-1

RECEIVED & FILED

CASH SALE

1977 MAR 21 AM 11: 02

STATE OF LOUISIANA PARISE OF POINTE COUPEE

CLEAR OF COURT & RESCRIER

F POINTE COURT & RESCRIER

FARISH OF FORTE PRESENTS that the undersigned:

MRS. CORINNE CLAIBORNE BOGGS, born Claiborne, widow by first and only marriage of Thomas Hale Boggs, a resident of lawful age of the Parish of Orleans, State of Louisiana, whose permanent mailing address is declared to be: Bourbon Street, New Orleans, Louisiana; dealing herein with her separate paraphernal property;

hereinafter referred to as "Vendor"

has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver and abandon and set over unto:

> THE POLICE JURY OF THE PARISH OF POINTE COUPER and the PARISH OF POINTE COUPER, represented herein by its duly authorized President, Adam J. Martin, acting herein by virtue of a resolution of said Police Jury;

hereinafter referred to as "Purchaser"

accepting and purchasing for itself, its successors and essigns, and acknowledging delivery and possession of the following described property, to-wit:

FIRST: A certain tract or percel of land containing 50.005 acres taken from a 209.7 acre tract located in Section 2, Township 1 South, Range 7 East, South-eastern District, Pointe Coupee Parish, Louisiana, and being more particularly described as follows: Begin at a survey marker at the intersection of the southerly right-of-way line of Louisiana Highway No. 418 and the westerly section line of Section 2, Township 1 South, Range 7 East, thence run North 70° 37' 02.1" East along the southerly right-of-way of Louisiana Highway No. 418 for a distance of 330.58 feet to the Louisiana Department of Highways right-of-way monument and the intersection of the southerly right-of-way line of Louisiana 418 and the westerly right-of-way line of Louisiana 970; thence run South 46° 08' 27.5" East along the westerly right-of-way line of Louisiana 970; thence run South 46° 08' 27.5" East along the westerly right-of-way line of Louisiana Highway No. 970 for a distance of 105.62 feet to a Louisiana Department of Highways right-of-way monument; thence run South 0° 21' 32.6" East along the westerly right-of-way line of Louisiana cighway No. 970 for a distance of 2,125.50 feet to a survey marker and corner; thence run South 89° 38' 27.3" West for a distance of 1,627.93 feet to a survey marker and corner, said corner lying on the westerly section line of Section 2, Township 1 South, Range 7 East; thence run North 29° 31' 53.4" East for a distance of 2,463.67 feet along the westerly line of Section 2, Township 1 South, Range 7 East, to the point of beginning, and containing 50,005 acres, all as snown on a "Plat of a 50-Acre Tract for Addition to Port Site, Pointe Coupee Parish Fort,

2

Points Ocupee Parism, Louisians, for wints Coupee Parise Folice Jury and loints Charle leries rose desmission," by drown 9 Sutier, Consulting to freeze, and Jordan, Raiser & Bestlons, Consulting Engineers, dated ectors 1, 1976.

Value & Sastions, Constiting Engineers, dated cottons, 1976.

CACCID: A cartain trust or served of Asan containing. Theorems located in Section 2, Journal of Carth, Journal of Batt, anuthabottern Mistriat, Adams of Located Print, Located in Section 2, Journal of Located Print, Located in Section 2, Journal of Located Print, Located In an actuary marker at the intersection of the necturity right-of-way line of Louisians Visited No. 216 and the westerly section in a faction 2, july 156. Best along the westerly section line of Section 2, july 156. Best along the westerly section line of Section 2, july 156. Best along the Marker of the Masterly section in the faction 2 and the U.S. Corps of Engineers level travers; thence continue running Morth 20 11 5.2 Best along the westerly section line of Coction 2 for a distance of 24.55 feet to source amore and corps; thence continue running Morth 20 11 5.2 Best along the Masterly section line of Louisians Engineers level the Masterly section line of Louisians Engineers of Master Carteria running Morth 140 31 53.3 East for a cirtance of Master Carteria running Morth 140 31 53.3 East for a cirtance of Master Carteria running Morth 140 31 53.3 East along the Intersection of the Wasterly section line of Louisians Engineers and corpor; the intersection of the Wasterly section line of Louisians Engineers and corpor; the intersection of the Wasterly section line of Louisians Engineers and Company Master and Louisians Engineers and Louisians Engineers and Louisians Engineers and Company Master and Formal Louisians Engineers and Louisians Engineers and Company Master and Formal Louisians Engineers and Louisians Engineers and Com

Being portions of the same property acquired by ars. Corione Claibonne beggs, while married so the late Thomas Male Poggs, from william P. Couts by set dated april 11, 19.0, filed and recorded under antry Wo. 1950 of noek "," of the conveyance records of Foints Coupee Parish, Louislane.

Inis rate is made and accepted subject to any and all rights-of-way, servitudes, easements and/or restrictions affecting the property harein sold.

1 &

l

Vendor hereby reserves all of the oil, gas and other minerals in, on and under and that may be produced from said above described tracts of land, including the exclusive right to grant any and all mineral leases, seismic exploration permits, and the right to receive any and all bonuses, rentals and royalties; provided, however, that any exercise of any rights herein reserved shall be by directional drilling, or by pooling of these lands with other lands, and shall not at any time utilize the surface of the land.

This sale of the property hereinabove described "FIRST," containing 50.005 acres as aforesaid, is made under all lawful warranties and with substitution and subregation to all rights and actions of warranty against all preceding owners and vendors.

This sale of the property hereinabove described "SECONL" containing 2.759 acres as a foresaid, is made without any warranty of title whatsoever, even for the return of the purchase price or any portion thereof, and without recourse, but with substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors.

TO HAVE AND TO HOLD said above described property unto purchaser, its successors and assigns forever.

This present sale is made and accepted for and in consideration of the price and sum of SEVENTY-FIVE THOUSAND SEVEN HUNDRED EIGHTY AND NO/100 DOLLARS (\$75,780.00), lawful current money of the United States of America, which amount the purchaser has paid in ready cash, the receipt of which is hereby acknowledged by vendor and full discharge and acquittance granted therefor.

Now to these presents intervene:

THOMAS HALE BOGGS, Jr.;

MRS. BARBARA BOGGS SIGMUND, born Boggs, wife of Paul Sigmund; and

MRS. CORINNE BOGGS ROBERTS, born Boggs, wife of Steven Roberts;

who declared that they are the only children of vendor, Corinne

Claiborne Boggs, born of her marriage to Thomas Hale Boggs, deceased, and are the only children and sole heirs of Thomas
Hale Boggs, as appears from judgment of possession rendered in the matter of his succession, bearing Docket No. 556-849, Division
"D", Docket 1 of the Civil District Court for the Parish of
Orleans, Louisiana, which was rendered on March 29, 1974, certified copy of which is filed and recorded under Entry No. 180 of Book
136 of the conveyance records of Pointe Coupee Parish, Louisiana; that they take cognizance of the above and foregoing sale; that the property herein sold is the separate paraphernal property of vendor Corinne Claiborne Boggs, under her separate administration, management and control; but that insofar as it is necessary for intervenors to do so, if it is necessary for them to do so, they hereby approve this sale and agree to be bound thereby.

All taxes that may be due on the above described property for the year 1977 shall be paid by purchaser.

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

IN WITNESS WHEREOF the parties have signed this instrument as follows: The said MRS. CORINNE CLAIBORNE BOGGS and THOMAS HALE BOGGS, Jr., have executed this act on the 3.1 day of toloriam, 1977, in the presence of the undersigned competent witnesses at Washington, D. C.; MRS. SARBARA BOGGS SIGMUND has executed this act on the day of toloriam, in the presence of the undersigned competent witnesses at Princeton, New Jersey, and the said MRS. CORINNE BOGGS ROBERTS has executed this act on the 20 day of 1977, in the presence of the undersigned competent witnesses at Athens, Greece.

The purchaser has signed and executed this act on the 24th day of Formum, 1977, in the presence of the under-

signed competent witnesses at New Roads, in the Parish of Pointe Coupee, State of Louisiana.

Witnesses to signatures of Mrs. Corinne Claiborne Boggs and Thomas Hale Boggs, Jr.:

J

Patrin a alama

Mrs. Corinne Claiborne Boggs

Thomas Hale Boggs, No.

Witnesses to signature of Mrs. Berbara Boggs Sigmund:

Marke I Louise

Mrs. Farbara Boggs Sigmund

Witnesses to signature of Mrs. Cominne Boggs Roberts:

Corinne Boggs Roberts:

Mrs. Corinne Boggs Roberts

Witnesses to signature of Purchaser:

Gudour T Patin

THE POLICE JURY OF THE PARISH OF POINTE COUPEE and THE PARISH OF POINTE COUPEE:

J. J. Jaman

By: Adam J. Martin, President, Police Sury of Pointe Coupee Parish.

UNITED STATES OF AMERICA DISTRICT OF COLUMBIA CITY OF WASHINGTON

P. IT KNOWN, that on this 4 day of the commissioned and qualified within and for the City of Washington, District of Columbia, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

MRS. CORINNE CLAIBORNE BOGGS and THOMAS HALE BOGGS, Jr.,

to me well known, who declared and acknowledged unto me, said Notary, in the presence of said witnesses, that they are the identical persons who signed and executed the foregoing act of sale; that their signatures thereto are their own true and genuine signatures, and that they executed said instrument of their own free will and accord, and for the uses, purposes and considerations therein expressed; and that their marital statii as stated in said act is true and correct.

THUS DONE AND PASSED in the City of Washington, District of Columbia, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Patinia al deguna

Mrs. Corinne Claiborne Bosgs

Lines Ad. Carol

Jena P. Stone

My commission expires:

12/14/17

UNITED STATES OF AMERICA STATE OF NEW JERSEY COUNTY OF MERCER

BE IT KNOWN, that on this day of Tining, the land of the undersigned Notary Public, duly commissioned and qualified within and for the County of Mercer, State of New Jersey, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

MRS. BARBARA BOGGS SIGNUND,

to me well known, who declared and acknowledged unto me, said Notary, in the presence of said witnesses, that she is the identical person who signed and executed the foregoing instrument in writing; that her signature thereto is her own true and genuine signature, and that she executed said instrument of her own free will and accord, and for the uses, purposes and considerations therein expressed; and that her marital status as stated in said act is true and correct.

THUS DONE AND PASSED in the County of Mercer, State of New Jersey, on the day, month and year herein first above written in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with said appearer and me, Notary, after due reading of the whole.

WITNESSES:

mery & Sweet

Mrs. Berbara Boggs Sigmund

NOTABY PUBLIC

My commission expires:

E-8740

AVIERICO CAPPIELLO

NOTARY PUBLIC OF N. J.

láy Commission Expires June 22, 1972.

PROVINCE OF ATTICA

BE IT KNOWN, that on this 24 day of JANAKY 1977, before me, the undersigned authority and in the presence of the undersigned competent witnesses, personally came and appeared:

MRS. CORINNE BOGGS ROBERTS ,

to me well known, who declared and acknowledged unto me, said authority, in the presence of said witnesses, that she is the identical person who signed and executed the foregoing instrument in writing; that her signature thereto is her own true and genuine signature, and that she executed said instrument of her own free will and accord, and for the uses, purposes and considerations therein expressed; and that her marital status as stated in said act is true and correct.

THUS DONE AND PASSED on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with said appearer and me, Notary, after due reading of the whole.

WITNESSES:

T! Hourt Jolan

Mrs. Corinne Boggs Roberts

(see not page)

STATE OF LOUISIANA PARISH OF POINTE COUPEE

BE IT KNOWN, that on this afth day of FEBRWARY, 1977 before me, the undersigned Notary Public, duly commissioned and qualified within 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:

ADAM J. MARTIN.

to me well known, who declared and a cknowledged to me, Notary, and the undersigned competent witnesses that he is the President of the Pointe Coupee Parish Police Jury, that as such duly authorized officer, by and with the authority of the said Police Jury he signed and executed the foregoing instrument, as the free and voluntary act and deed of said police Jury, for and on behalf of said Police Jury and for the objects and purposes therein set forth.

THUS DONE AND PASSED in the Town of New Roads, Parish and State aforesaid, on the day, month and year herein first above written, in the presence of the undersigned competent

witnesses who have hereunto signed their names, together with said appearer and me, Notary, after due reading of the whole.

WITNESSES:

Judganian

Judgan

American Consul

T

Indicates A 58" Iron Roal With A Aqua Magnetop Survey Monument Marker Affixed to The Top.

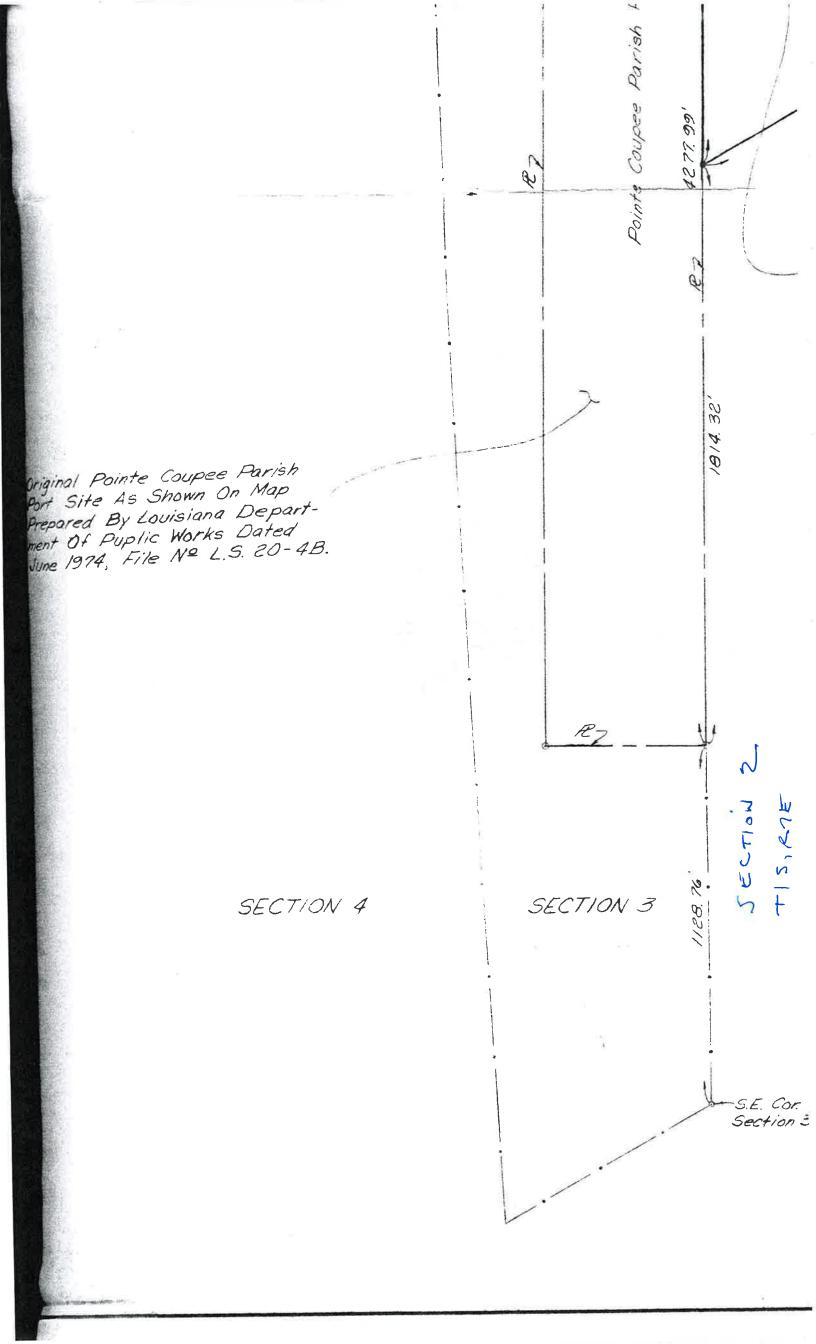
• Indicates "12" Iron Pod

\$ Indicates A Concrete Hwy. R/W Marker.

PLAT OF 50 ACRE TRACT FOR ADDITION TO PORT SITE POINTE COUPEE PARISH PORT POINTE COUPEE PARISH, LOUISIANA	FOR POINTE COUPEE PARISH POLICE JURY AND POINTE COUPEE PARISH PORT COMMISSION	BROWN & BUTLER JORDAN, KAISER & SESSIONS CONSULTING ENGINEERS I OF 1	- Commence of the Commence of
JAIMES IN THERIOT REC NO. 321 RECISTERED	James M. Menick	NO. DATE REVISIONS	

LOWER OLD RIVER 14.784 Acres 330.5 N18° 31°C 82 N 29° 31'53.4" E 2463.67 Pointe Coupee Parish Police Jury 4277.99' 63 in

VER Acres 546°08'27.5E 73 20'512 N 29° 31'53.4" E 50.005 Acres 2463.67 Pointe Coupee Parish Police Jury 1627.93 4277.99' Carinne Claiborne Boggs By Additional 50.005 Acre Port



LEASE AGREEMENT

RECEIVED & FILED

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

L.G. OLINDE CLERK OF COURT & RECORDER PARISH OF POINTE COUPEE

KNOW ALL MEN BY THESE PRESENTS, THAT WE:

PARISH OF POINTE COUPEE and POLICE JURY OF THE PARISH OF POINTE COUPEE, represented by its duly authorized President, Adam J. Martin, acting herein by virtue of a resolution of said Police Jury,

hereinafter designated as "Lessor", have leased and let and do by these presents lease and let unto:

DAVID LANDRY, a resident of lawful age of the Parish of Pointe Coupee, State of Louisiana, address: Rte. 1, Box 349A, Lettsworth, Louisiana, 70753,

hereinafter designated as "Lessee", the following described property, to-wit:

A certain tract of land, containing approximately fifty (50) acres of cultivatable land, more or less, situated in the Parish of Pointe Coupee, State of Louisiana, being a portion of the Pointe Coupee Port and Industrial Park property, said property being bounded on the north by La. Highway 418, on the East in a southerly direction for 2125.50 feet on La. Highway 970; thence in a southwesterly direction for 1627.93 feet, same being a boundary line of property belonging to Corinne Boggs, et al; thence in a westerly direction for 500 feet, same being a boundary line of property belonging to Walter Hobgood Estate; thence in a northerly direction for 3846.90 feet, same being a boundary line of said property belonging to Walter Hobgood Estate.

This lease being effective as of January 1, 1983, and is for a five (5) year term from January 1, 1983 and for an annual cash rental of forty-seven dollars and fifty cents (\$47.50) per acre, payable in advance; rental for the year 1983 having been paid by Lessee to Lessor who acknowledges receipt thereof.

Should either party to this lease desire to terminate said lease during the term thereof, such pary desiring a termination shall give notice to the other party at least ninety (90) days prior to December 31 of the year such termination is to occur.

This lease is made for general agricultural purposes, and Lessor is granted the right to enter the leased premises at reasonable times in order to inspect the same. Should Lessor desire to lease land for industrial purposes, an adjustment agreeable to both parties shall be entered into.

IN WITNESS WHEREOF the parties hereto have affixed their signatures hereto in the presence of the undersigned witnesses, as of the 2nd day of January, 1983, after a due reading of the

WITNESSES TO SIGNATURE OF LESSOR:

PARISH OF POINTE COUPEE and POLICE JURY OF THE PARISH OF POINTE COUPEE

WITNESSES TO SIGNATURE OF LESSEE: