Exhibit A. Port of Vinton Site Partial Title Abstract

SWLA ECONOMIC DEVELOPMENT ALLIANCE

CSRS IMAGINE SHAPE DELIVER

CSRS

Port of Vinton Site Partial Title Abstract

Dates Researched: December 23, 1918 to June 21, 2018

Current Owner	Vinton Harbor and Terminal District
Parcel Number	123456789
Acreage	100
Location	Sec. 26, T 10 S, R 12 W
Date Acquired	8/9/2013
Book/Page	3892/657
ROW Document 1	Act of Sale with Utility and Drainage Servitude and Temporary Construction Servitude
Entity Acquiring ROW	Calcasieu Parish Police Jury
Owner of Property when Acquired	Vinton Harbor and Terminal District
Date	4/24/2018
Book/Page	4256/302
ROW Document 2	Amendment of Right of Way Contract (Amends Book 4049 Page 815)
Entity Acquiring ROW	Phillips 66 Pipeline, LLC
Owner of Property when Acquired	Vinton Harbor and Terminal District
Date	10/29/2015
Book/Page	4082/893
ROW Document 3	Right of Way Contract
Entity Acquiring ROW	Phillips 66 Pipeline, LLC
Owner of Property when Acquired	Vinton Harbor and Terminal District
Date	5/6/2015
Book/Page	4049/815
ROW Document 4	Right of Way and Servitude Agreement
Entity Acquiring ROW	Air Products and Chemicals, Inc.
Owner of Property when Acquired	J & L Jardell, LLC
Date	11/18/2010
Book/Page	3693/467
ROW Document 5	Easement
Entity Acquiring ROW	Citgo Pipeline Company
Owner of Property when Acquired	J & L Jardell Family Partnership
Date	10/28/1993
Book/Page	2393/264

ROW Document 6	Right of Way Grant
Entity Acquiring ROW	Gravity Drainage District No. Two
Owner of Property when Acquired	The J & L Jardell Family Partnership
Date	5/29/1990
Book/Page	2192/250
ROW Document 7	Sale
Entity Acquiring ROW	Calcasieu Parish Police Jury
Owner of Property when Acquired	Mable G. Jardell
Date	10/13/1989
Book/Page	2159/526
ROW Document 8	Right of Way Agreement
Entity Acquiring ROW	Continental Oil Company
Owner of Property when Acquired	Howard Jardell
Date	1/17/1979
Book/Page	1513/53
ROW Document 9	Right of Way Agreement
Entity Acquiring ROW	The Dow Chemical Company
Owner of Property when Acquired	Howard Jardell
Date	5/29/1974
Book/Page	1288/16
ROW Document 10	Right of Way Grant
Entity Acquiring ROW	Vinton Harbor and Terminal District
Owner of Property when Acquired	Howard Jardell
Date	12/19/1966
Book/Page	981/194
ROW Document 11	Right of Way Grant
Entity Acquiring ROW	Continental Pipeline Company
Owner of Property when Acquired	Howard Jardell
Date	14/30/1953
Book/Page	532/518
ROW Document 12	Right of Way
Entity Acquiring ROW	Defense Plant Corporation
Owner of Property when Acquired	Louise Jardell
Date	12/8/1942
Book/Page	365/161

ROW Document 13	Right of Way
Entity Acquiring ROW	Arkansas Pipeline Company
Owner of Property when Acquired	Louise Jardell
Date	4/7/1943
Book/Page	352/635
ROW Document 14	Right of Way
Entity Acquiring ROW	Calcasieu Parish Police Jury
Owner of Property when Acquired	Jules Jardell
Date	8/8/1934
Book/Page	271/457
ROW Document 15	Right of Way
Entity Acquiring ROW	Gravity Drainage District No. 2
Owner of Property when Acquired	Jules Jardell
Date	3/27/1928
Book/Page	235/243

Ownership Names Researched

Name	Dates Researched
Vinton Harbor and Terminal District	8/9/2013 to 6/21/2018
J & L Jardell, LLC	7/7/2007 to 8/9/2013
J & L Family Partnership	1/29/1991 to 7/7/2007
Mabel Jardell	1/4/1983 to 1/29/1991
Howard Jardell	9/18/1952 to 1/4/1983
Louise Jardell	12/23/1918 to 9/18/1952
Jules Jardell	12/23/1918 to 10/2/1937

CSRS

Tax Information

Parish	Calcasieu Parish
Tax Year	2017
Assessed Ownership	Vinton Harbor and Terminal District
Assessment Number	00247065
Land	$79,870.00
Improvements	$0.00
Total Value	$79,870.00
Taxes	$11,061.18
Zoning	Commercial
Municipal Address	N/A

Liens, Judgments, etc.

Current Liens Found	NONE
Current Judgments Found	NONE
Current Restrictive Covenants Found	NONE

(8) 1C

STATE OF LOUISIANA

PARISH OF CALCASIEU

CASH SALE

BE IT KNOWN, that on the dates and at the places and before the undersigned Notaries Public, duly commissioned and qualified in and for their respective jurisdictions as hereinafter set forth, and in the presence of the subscribing witnesses, personally appeared:

> **J & L JARDELL, LLC**, a Louisiana limited liability company, who declares that its Tax Identification Number is XX-XXX2091, herein represented by its managing members, Edward Jardell, Bernett Jardell, Jr., and Elizabeth J. Morris, acting under the company resolution attached hereto and made a part hereof;

herein called "SELLER", who declared that for the cash consideration stated hereinbelow, receipt of which is hereby acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

> **VINTON HARBOR AND TERMINAL DISTRICT,** a political subdivision of the State of Louisiana, who declares that its Tax Identification Number is XX-XXX 2552, herein represented by Gene Sonnier, its duly authorized President, acting by virtue of the resolution of its Board of Commissioners attached hereto and made a part hereof;

herein called "BUYER", whose permanent mailing address is declared to be P.O. Box 716, Vinton, Louisiana 70668, the following described immovable properties located in Calcasieu Parish, Louisiana, (collectively the "Property"), the possession of which BUYER acknowledges:

> Tract 1:
> Commencing on the South line of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana; said point being 2548 feet West of the Southeast Corner of said Section 26, and in the center line of Johnny Breaux Road; thence North 2 degrees 04 minutes 36 Seconds East along said road center line a distance of 2658.8 feet to the center line of Gray Road and the North line of the South Half of said Section 26; thence North 87 degrees 12 minutes 45 seconds West along said North line of South Half of said Section 26 and the center line of Gray Road a distance of 964.7 feet; thence following the center line Westerly of Gray Road being a reverse curve a distance of 582.1 feet to the beginning of a bridge over the Vinton Drainage Canal; thence South 88 degrees 30 minutes West along Gray Road Bridge center line a distance of 173 feet to the center line of said Vinton Drainage Canal; thence South 2 degrees 34 minutes 19 seconds West along the center line meanders of said Vinton Drainage Canal a distance of 2474.2 feet to the South line of said South Half of said Section 26; thence South 87 degrees 06 minutes 31 seconds East along said South line a distance of 1710.4 feet to the Point of Commencement; Less & Except those parcels sold-out to

Calcasieu Parish Police Jury, including those acts recorded in Conveyance Book 2159, Page 452, Conveyance Book 2510, Page 780 and Conveyance Book 3321 Page 114; subject to public road rights-of-way on the North, South, and East sides thereof.

Tract 2:
Commence at the Southeast Corner of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana; thence N. 86° 37' 52" W. along a fence and tree line 2548.0 feet to the centerline of Johnny Breaux Road; thence N. 2° 04' 36" E. along said centerline 2658.82 feet to the centerline of Gray Road and the North Line of the South Half (S/2) of said Section 26; thence S. 87° 42' 19" E. along said centerline and North Line a distance of 2531.5 feet; thence S. 1° 44' 26" W. along a fence and tree line 2706.7 feet to the Point of Commencement; Less & Except those parcels sold-out to Calcasieu Parish Police Jury, including the act recorded in Conveyance Book 2510, Page 780; subject to the public road rights-of-way along the North & West lines thereof.

Tract 3:
Commencing from the Southeast Corner of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana; thence N. 86° 37' 52" W. along a fence and tree line 2548.0 feet to the center line of Johnny Breaux Road; thence N. 87° 06' 31" W. along the centerline of a parish road 1710.4 feet to the center line of the Vinton Drainage Canal and the Point of Beginning of Tract 3; thence N. 88° 29' 34" W. along a fence and tree line 1186.9 feet; thence N. 0° 43' 15" E. along a fence and tree line 2591.9 feet; thence S. 82° 15' 35" E. a distance of 271.6 feet to the centerline of Gray Road; thence Southeasterly along said road centerline an arc distance of 1002.3 feet to the centerline of Vinton Drainage Canal at bridge; thence S. 2° 34' 19" W. along the centerline meanders of said canal 2474.24 feet to the Point of Beginning; subject to a road right of way on the North line thereof.

Together with all improvements, rights, and appurtenances on or pertaining thereto, including Seller's right, title and interest in adjacent streets, alleys, or rights of ways and appurtenances thereto.

The cash consideration for Tract 1 is $279,546.40; for Tract 2 is $432,779.20; and for Tract 3 is $128,377.80. The total cash consideration for all three tracts is EIGHT HUNDRED FORTY THOUSAND SEVEN HUNDRED THREE AND 40/100 ($840,703.40) DOLLARS.

Seller reserves unto itself, its successors and assigns, and excepts from this transfer, one-half of all of the oil, gas and other minerals in, under and which may be produced from the Property, but without the right to use the surface of the Property for any purpose whatsoever.

This Cash Sale is given and accepted subject to any and all servitudes, restrictions, mineral leases and reservations on file and of record in Calcasieu Parish, Louisiana.

Seller hereby disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to, or concerning, (i) the nature and condition of the Property, including the suitability thereof for any and all activities and uses which Buyer may elect to conduct thereon; (ii) the existence of any environmental hazards or conditions thereon or compliance with all applicable laws, rules or regulations; and (iii) the compliance of the Property or its operations with any laws, ordinances or regulations of any governmental or other body. The sale

of the Property is made on an "AS IS," "WHERE IS" basis, and Buyer expressly acknowledges that, except as to title to the Property, Seller makes no warranty or representation express or implied, or arising by operation of law, including but not limited to any warranty of condition, habitability, merchantability or fitness for a particular purpose, in respect of the Property. Buyer expressly waives the warranty of fitness and warranty against redhibitory vices imposed by La. Civ. Code Ann. arts 2475, 2524 or any other applicable state or federal law. Buyer further waives any rights it may have in redhibition or to a reduction in or restitution of purchase price and revenues and/or costs pursuant to La. Civ. Code Ann. arts 2520 to 2548, inclusive, in connection with the purchase of the Property. Buyer expressly acknowledges such waivers and Buyer's express exercise of its rights to waive warranty pursuant to Louisiana Civil Code Article 2548.

Taxes for the year 2013 have been prorated between the parties based on the assessments for the year 2012 and may be adjusted by the parties upon the filing of the current tax rolls. Taxes for all prior years have been paid.

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

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

THUS DONE AND SIGNED by the parties at my office in Lake Charles, Louisiana, on this 1th day of August, 2013, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of the parties and me, Notary Public.

WITNESSES:

Scott B. Moffett

Frances Roll

J & L JARDELL, LLC

By: Edward Jardell, Managing Member

By: Bernett Jardell, Jr., Managing Member

NOTARY PUBLIC
David F. Dwight
#5126

THUS DONE AND SIGNED by the parties at my office in City of Lawrenceburg, State of Indiana, on this 7th day of August, 2013, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of the parties and me, Notary Public.

WITNESSES:

(Print Name) Linda Knapp

(Print Name) Angel Cupp

J & L JARDELL, LLC

By: Elizabeth J. Morris, Managing Member

NOTARY PUBLIC

Print Name DEBORA L. STUTZ

In and for DEARBORN County, State of INDIANA.

My Commission Expires 02-09-2020

DEBORA LYNN STUTZ
Dearborn County
My Commission Expires
February 9, 2020

THUS DONE AND SIGNED by the parties at my office in Lake Charles, Louisiana, on this 7th day of August, 2013, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of the parties and me, Notary Public.

WITNESSES:

VINTON HARBOR AND TERMINAL DISTRICT

Charlotte Curran

Charlotte Curran

By: Gene Sonnier, President

Phyllis Leger

Phyllis Leger

NOTARY PUBLIC

BEVERLY BURNETT - ID NO. 50158
NOTARY PUBLIC
COMMISSIONED FOR LIFE
CALCASIEU PARISH, LA

J & L JARDELL, LLC
RESOLUTION TO SELL PROPERTY

A notice was delivered to all members of J & L Jardell, LLC on June 8, 2012, requesting each member to vote on the proposed sale of property owned by the company situated in Calcasieu Parish, Louisiana and described hereinbelow.

The votes were received and counted by managing member, Elizabeth Morris, and by majority (70%) vote, the following was approved.

Upon motion duly made, seconded and by majority vote carried, it was:

RESOLVED, J & L Jardell, LLC sell the property described hereinbelow to Vinton Harbor and Terminal District for the sum of $851,371.40.

FURTHER RESOLVED, that managing members, Edward Jardell, Bernett Jardell, Jr. and Elizabeth Morris, be and they are hereby authorized to execute any and all documents or instruments necessary to complete the sale, including but not limited to a cash sale, HUD-1 settlement statement, seller's affidavit, escrow agreement, agreement to purchase or other related documents required by purchaser and/or lender or title company.

Legal Description

SEE ATTACHED EXHIBIT "A"

I HEREBY CERTIFY that the above and foregoing resolution is a true and correct extract taken from the minutes of a meeting of J & L Jardell, LLC, duly called and convened, but held via e-mail and U.S. mail, on June 8, 2012 through June 12, 2012, at which a majority of the members voted, and further, that this resolution is on this date in full force and effect pursuant to the Articles of Organization and the Operating Agreement of this company, the same not having been amended, revoked, or rescinded subsequent to its adoption.

Date: 8/07/13

Elizabeth Morris
ELIZABETH MORRIS

EXHIBIT "A"

Tract 1:
Commencing on the South line of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana; said point being 2548 feet West of the Southeast Corner of said Section 26, and in the center line of Johnny Breaux Road; thence North 2 degrees 04 minutes 36 Seconds East along said road center line a distance of 2658.8 feet to the center line of Gray Road and the North line of the South Half of said Section 26; thence North 87 degrees 12 minutes 45 seconds West along said North line of South Half of said Section 26 and the center line of Gray Road a distance of 964.7 feet; thence following the center line Westerly of Gray Road being a reverse curve a distance of 582.1 feet to the beginning of a bridge over the Vinton Drainage Canal; thence South 88 degrees 30 minutes West along Gray Road Bridge center line a distance of 173 feet to the center line of said Vinton Drainage Canal; thence South 2 degrees 34 minutes 19 seconds West along the center line meanders of said Vinton Drainage Canal a distance of 2474.2 feet to the South line of said South Half of said Section 26; thence South 87 degrees 06 minutes 31 seconds East along said South line a distance of 1710.4 feet to the Point of Commencement; Less & Except those parcels sold-out to Calcasieu Parish Police Jury, including those acts recorded in Conveyance Book 2159, Page 452, Conveyance Book 2510, Page 780 and Conveyance Book 3321 Page 114; subject to public road rights-of-way on the North, South, and East sides thereof.

Tract 2:
Commence at the Southeast Corner of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana; thence N. 86° 37' 52" W. along a fence and tree line 2548.0 feet to the centerline of Johnny Breaux Road; thence N. 2° 04' 36" E. along said centerline 2658.82 feet to the centerline of Gray Road and the North Line of the South Half (S/2) of said Section 26; thence S. 87° 42' 19" E. along said centerline and North Line a distance of 2531.5 feet; thence S. 1° 44' 26" W. along a fence and tree line 2706.7 feet to the Point of Commencement; Less & Except those parcels sold-out to Calcasieu Parish Police Jury, including the act recorded in Conveyance Book 2510, Page 780; subject to the public road rights-of-way along the North & West lines thereof.

Tract 3:
Commencing from the Southeast Corner of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana; thence N. 86° 37' 52" W. along a fence and tree line 2548.0 feet to the center line of Johnny Breaux Road; thence N. 87° 06' 31" W. along the centerline of a parish road 1710.4 feet to the center line of the Vinton Drainage Canal and the Point of Beginning of Tract 3; thence N. 88° 29' 34" W. along a fence and tree line 1186.9 feet; thence N. 0° 43' 15" E. along a fence and tree line 2591.9 feet; thence S. 82° 15' 35" E. a distance of 271.6 feet to the centerline of Gray Road; thence Southeasterly along said road centerline an arc distance of 1002.3 feet to the centerline of Vinton Drainage Canal at bridge; thence S. 2° 34' 19" W. along the centerline meanders of said canal 2474.24 feet to the Point of Beginning; subject to a road right of way on the North line thereof.

Together with all improvements, rights, and appurtenances on or pertaining thereto, including Seller's right, title and interest in adjacent streets, alleys, or rights of ways and appurtenances thereto.

Resolution

BE IT RESOLVED by the Vinton Harbor and Terminal District Board of Directors, in regular session convened, on January 9, 2013, that its President, Gene Sonnier is hereby authorized and empowered to execute all legal and necessary documents concerning the purchase of Tracts I, II and III of the J&L Jardell, LLC, property, as described below:

Tract 1:
Commencing on the South line of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana; said point being 2548 feet West of the Southeast Corner of said Section 26, and in the center line of Johnny Breaux Road; thence North 2 degrees 04 minutes 36 Seconds East along said road center line a distance of 2658.8 feet to the center line of Gray Road and the North line of the South Half of said Section 26; thence North 87 degrees 12 minutes 45 seconds West along said North line of South Half of said Section 26 and the center line of Gray Road a distance of 964.7 feet; thence following the center line Westerly of Gray Road being a reverse curve a distance of 582.1 feet to the beginning of a bridge over the Vinton Drainage Canal; thence South 88 degrees 30 minutes West along Gray Road Bridge center line a distance of 173 feet to the center line of said Vinton Drainage Canal; thence South 2 degrees 34 minutes 19 seconds West along the center line meanders of said Vinton Drainage Canal a distance of 2474.2 feet to the South line of said South Half of said Section 26; thence South 87 degrees 06 minutes 31 seconds East along said South line a distance of 1710.4 feet to the Point of Commencement; Less & Except those parcels sold-out to Calcasieu Parish Police Jury described in those acts recorded in Conveyance Book 2159, Page 452, Conveyance Book 2510, Page 780 and Conveyance Book 3321 Page 114; subject to public road rights-of-way on the North, South, and East sides thereof.

Tract 2:
Commence at the Southeast Corner of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana; thence N. 86° 37' 52" W. along a fence and tree line 2548.0 feet to the centerline of Johnny Breaux Road; thence N. 2° 04' 36" E. along said centerline 2658.82 feet to the centerline of Gray Road and the North Line of the South Half (S/2) of said Section 26; thence S. 87° 42' 19" E. along said centerline and North Line a distance of 2531.5 feet; thence S. 1° 44' 26" W. along a fence and tree line 2706.7 feet to the Point of Commencement; subject to a road right of way along the North & West lines thereof.

Tract 3:
Commencing from the Southeast Corner of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana; thence N. 86° 37' 52" W. along a fence and tree line 2548.0 feet to the center line of Johnny Breaux Road; thence N. 87° 06' 31" W. along the centerline of a parish road 1710.4 feet to the center line of the Vinton Drainage Canal and the Point of Beginning of Tract 3; thence N. 88° 29' 34" W. along a fence and tree line 1186.9 feet; thence N. 0° 43' 15" E. along a fence and tree line 2591.9 feet; thence S. 82° 15' 35" E. a distance of 271.6 feet to the centerline of Gray Road; thence Southeasterly along said road centerline an arc distance of 1002.3 feet to the centerline of Vinton Drainage Canal at bridge; thence S. 2° 34' 19" W. along the centerline meanders of said canal 2474.24 feet to the Point of Beginning; subject to a road right of way on the North line thereof.

APPROVED AND ADOPTED this 9th day of January, 2013.

VINTON HARBOR AND TERMINAL DISTRICT

Gene Sonnier

Gene Sonnier, President

ATTEST:

Mary O. Vice

Mary O. Vice, Clerk

(27)

WARD SEVEN
JOHNNY BREAUX ROAD EXTENSION PROJECT

ACT OF SALE WITH UTILITY AND DRAINAGE SERVITUDE AND TEMPORARY CONSTRUCTION SERVITUDE

STATE OF LOUISIANA
PARISH OF CALCASIEU

For the consideration and on the terms and conditions set forth below, VINTON HARBOR AND TERMINAL DISTRICT (TIN#: XX-XXX2552), a Louisiana State Agency, represented herein by Jerry Merchant, its duly authorized President, (hereinafter referred to as "Vendor") hereby grants, bargains, sell, transfers, assigns, sets over, conveys, and delivers with all lawful warranties and with substitution and subrogation as to all of the Vendor's rights and actions of warranty unto the CALCASIEU PARISH POLICE JURY (hereinafter referred to as "Vendee"), represented by its duly authorized President Judd Bares, who accepts and acknowledges delivery and possession from the Vendor, the following described property (hereafter the "Property") situated in the Parish of Calcasieu, Louisiana, to-wit:

[SEE PROPERTY DESCRIPTION ATTACHED AS EXHIBIT A]

In addition, and also for the same consideration set forth below, and on the terms and conditions set forth below, the Vendor hereby grants, bargains, sells, transfers, assigns, sets over, conveys, and delivers to the Vendee a servitude (hereafter the "Servitude") covering and property owned by the Vendor and situated in the Parish of Calcasieu, Louisiana (hereafter the "Servitude Property"), more particularly described as follows:

[SEE PROPERTY DESCRIPTION ATTACHED AS EXHIBIT B]

The consideration to be paid the Vendor for the sale of the Property and the granting of the Servitude is the full and complete sum of ninety-six thousand three hundred seventy dollars ($96,370.00), which the Vendee shall pay upon review and approval of the Vendor's good, unencumbered, and merchantable title to the Property and the Servitude Property, including that portion of said Property.

It is the Vendor's intent to convey the property described in Exhibit A, and to convey the Servitude on the Servitude Property, in each instance so as to fully extend to and coincide with the boundary[ies] between the Vendor's property and that of the adjacent and neighboring landowners. Accordingly, in the event of any uncertainty, ambiguity, or dispute regarding any boundary between the Vendor's property and property of an adjoining or neighboring landowner, the Vendor declares that for the consideration recited in this instrument the Vendor intends to convey the property described in Exhibit A and any additional property the Vendor may own, possess, or claim necessary to insure that the property described in Exhibit A fully extends to and coincides with the boundary[ies] between the Vendor's property and the adjoining property of the adjacent and/or neighboring landowners, and to convey the Servitude on any additional property the Vendor may own, possess, or claim necessary to insure that the Servitude fully extends to and coincides with the boundary[ies] between the Vendor's property and the adjoining property of the adjacent and/or neighboring landowners. In the event any such additional property is included in this conveyance due to a boundary uncertainty, ambiguity, or dispute, such additional property shall be considered as included in Exhibit A and/or the definition of "Servitude Property," as the case may be.

It is understood and agreed by the parties hereto that the Vendor reserves and excludes from the sale of the Property the oil, gas, and other fugacious hydrocarbon minerals in, on, under, or that may be produced from the Property, which reservation and exclusion shall be imprescriptible in accordance with and under the terms of

Louisiana Mineral Code Article 149 (La. Rev. Stat. §31:149). It is further recognized and agreed, however, that the Vendor does not reserve and shall not have any right to use or possess the surface of the Property or to conduct or authorize others to conduct any operations whatsoever on the surface. In this regard, it is specifically understood that while no exploration, drilling or mining of oil or gas or other minerals of any kind shall be conducted upon the surface of the Property, there may be directional drilling from adjacent lands to extract oil, gas, or other hydrocarbon minerals from the subsurface of the Property, to the extent otherwise authorized by law.

The Servitude is granted for the purpose of allowing the Vendee and its assignees to construct, locate, maintain, inspect, operate, replace, or remove above or below ground electrical, communication, sewerage, and/or drainage utilities, pipes, facilities, and/or equipment, as may be determined by the Vendee. The Vendee also shall have the right to remove soil and construct ditches or other drainage improvements on the property covered and burdened by the Servitude.

While it is expressly recognized and understood that the Vendor's right to explore for, develop, or produce minerals from the Servitude Property is not being conveyed, the Vendor nevertheless agrees not to use or possess the surface of the Servitude Property for exploring for or producing minerals, or to use the Servitude Property in any manner that diminishes or interferes with the uses or purposes for which the Servitude is granted, or that damages, impedes, or interferes with the operation or function of improvements or utilities placed on the Property pursuant to the Servitude.

In connection with work to construct, emplace, repair, replace, inspect or remove utilities, the Vendee shall have a right of ingress and egress to the Servitude Property and the right to use an area extending fifteen feet (15') on any border of the Servitude situated on or contiguous to the Vendor's property. The right to use this extended area shall exist only so long as needed by the Vendee to conduct work to emplace, build, repair, remove, replace, inspect, or work on the utilities, only during construction.

Temporary Construction Servitude: In addition to the property and/or servitude rights conveyed above, and for the same consideration recited herein, the Vendor hereby grants, bargains, sells, transfers, assigns, sets over, conveys, and delivers with all lawful warranties unto the Vendee a servitude (hereafter "Temporary Construction Servitude") for a term of four (4) years from the date of this sale agreement, granting the Vendee the right to use the property burdened by the said Temporary Construction Servitude for all uses and purposes necessary and convenient, in the discretion and judgment of the Vendee, for the construction, improvement, widening, paving, and maintenance of a road and the construction, emplacement, and/or maintenance of utilities, only during construction, and other improvements constructed or emplaced by the Vendee. The Temporary Construction Servitude shall burden and encompass the following described property situated in the Parish of Calcasieu, Louisiana, to wit:

[SEE PROPERTY DESCRIPTION ATTACHED AS EXHIBIT C]

It is the Vendor's intent to convey the Temporary Construction Servitude on the property described in Exhibit C so as to fully extend to and coincide with the boundary[ies] between the Vendor's property and the adjoining property of the adjacent and neighboring landowners. Accordingly, in the event of any uncertainty, ambiguity, or dispute regarding any boundary between the Vendor's property and property of an adjoining or neighboring landowner, the Vendor declares that for the consideration recited in this instrument the Vendor intends to convey the Temporary Construction Servitude on the property described in Exhibit C and any additional property the Vendor may own, possess, or claim necessary insure that the Temporary Construction Servitude fully extends to and coincides with the boundary[ies] between the Vendor's property and the adjoining property of the adjacent and/or neighboring landowners. In the event any such additional property is included in this conveyance due to a boundary

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in the presence of the undersigned competent witnesses, as of this 24th day of April, 2018.

WITNESSES:

Brenda Delafield
Witness Signature

Brenda Delafield
Printed Witness Name

Gail LaFrance
Witness Signature

Gail LaFrance
Printed Witness Name

VINTON HARBOR AND TERMINAL DISTRICT:

BY: Jerry Merchant
JERRY MERCHANT, PRESIDENT

Joseph A. D
NOTARY PUBLIC

Notary Printed/Stamped Name
and Identification Number

JOSEPH A. DELAFIELD
Bar Roll No. 04824
Calcasieu Parish, LA

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in the presence of the undersigned competent witnesses, as of this 3rd day of May, 2018.

WITNESSES:

Witness Signature

JESSICA D. BOOTH

Printed Witness Name

Sarah S Timpa

Witness Signature

SARAH S. TIMPA

Printed Witness Name

CALCASIEU PARISH POLICE JURY:

BY: _____

JUDD BARES, PRESIDENT

NOTARY PUBLIC

SAMUEL B. GABB
Louisiana Notary
ID# 41537
My Commission Is For Life

Notary Printed/Stamped Name and Identification Number

WARD SEVEN
JOHNNY BREAUX ROAD EXTENSION PROJECT

EXHIBIT A

PARCEL 1-2 (REQUIRED RIGHT-OF-WAY)
Beginning at a point lying 211.34 feet East, measured at right angles, from station 10+26.33 on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project, said point lying on the North right-of-way line of Gray Road;

Thence North 88° 02' 15" West, along said North right-of-way line of Gray Road, for a distance of 1284.89 feet;

Thence North 02° 35' 26" East, for a distance of 44.52 feet;

Thence South 87° 24' 34" East, for a distance of 125.00 feet;

Thence South 84° 32' 50" East, for a distance of 200.25 feet;

Thence South 87° 24' 34" East, for a distance of 258.99 feet;

Thence South 87° 54' 37" East, for a distance of 140.53 feet;

Thence North 83° 42' 19" East, for a distance of 280.99 feet;

Thence North 01° 27' 38" East, for a distance of 303.04 feet;

Thence North 04° 15' 00" West, for a distance of 100.50 feet;

Thence North 01° 27' 38" East, for a distance of 48.50 feet to the Point of Curvature of a tangent curve to the right, having a radius of 2250.00 feet;

Thence Northerly, along said tangent curve to the right, for an arc length distance of 1350.74 feet to the Point of Tangent, said curve having a chord which bears North 18° 39' 31" East, a distance of 1330.55 feet;

Thence North 35° 51' 24" East, for a distance of 48.79 feet;

Thence North 38° 43' 09" East, for a distance of 300.37 feet;

Thence North 35° 51' 24" East, for a distance of 385.95 feet to the Point of Curvature of a tangent curve to the left, having a radius of 2105.00 feet;

Thence Northerly, along said tangent curve to the left, for an arc length distance of 302.15 feet to the intersection with the North line of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana, said curve having a chord which bears North 31° 44' 41" East, a distance of 301.89 feet;

Thence South 87° 14' 19" East, along said North line of Section 26, for a distance of 153.29 feet to a point lying on a curve to the right, having a radius of 2245.00 feet;

Thence Southerly, along said curve to the right, for an arc length distance of 165.03 feet, said curve having a chord which bears North 28° 05' 35" East, a distance of 164.99 feet;

Thence South 58° 08' 31" East, for a distance of 29.30 feet to the Point of Curvature of a tangent curve to the left having a radius of 140.00 feet;

Thence Easterly, along said tangent curve to the left, for an arc length distance of 72.08 feet to the Point of Tangent, said curve having a chord which bears South 72° 53' 31" East, a distance of 71.29 feet;

Thence South 87° 38' 31" East, for a distance of 88.88 feet;

Thence South 70° 51' 17" East, for a distance of 121.18 feet;

Thence South 87° 38' 31" East, for a distance of 2.59 feet to the intersection with the West line of Lot 10 of the South Vinton Estates Subdivision, Part 2;

Thence South 00° 56' 15" West, along said West line of Lot 10 and the West line of Lot 9 of said South Vinton Estates Subdivision, Part 2, for a distance of 60.02 feet;

Thence North 87° 38' 31" West, for a distance of 1.80 feet;

Thence South 75° 52' 14" West, for a distance of 123.32 feet;

Thence North 87° 38' 31" West, for a distance of 88.92 feet to the Point of Curvature of a tangent curve to the right, having a radius of 270.00 feet;

Thence Westerly, along said tangent curve to the right, for an arc length distance of 139.02 feet, said curve having a chord which bears South 72° 53' 31" East, a distance of 137.48 feet;

Thence North 58° 08' 31" West, for a distance of 29.30 feet;

Thence South 34° 41' 13" West, for a distance of 91.67 feet;

Thence South 37° 23' 49" West, for a distance of 186.02 feet;

Thence South 35° 51' 24" West, for a distance of 548.79 feet to the Point of Curvature of a tangent curve to the left having a radius of 2100.00 feet;

Thence Southerly, along said tangent curve to the left, for an arc length distance of 1260.69 feet to the Point of Tangent, said curve having a chord which bears South 18° 39' 31" West, a distance of 1241.85 feet;

Thence South 01° 27' 38" West, for a distance of 398.54 feet;

Thence South 09° 14' 36" East, for a distance of 70.41 feet;

Thence South 70° 44' 20" East, for a distance of 91.52 feet;

Thence South 87° 44' 07" East, for a distance of 41.49 feet;

Thence South 02° 15' 53" West, for a distance of 25.88 feet to the Point of Beginning.

All of which comprises Parcel 1-2 as shown on Sheet Numbers 1 through 3 of the right-of-way plans for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 504,336.78 square feet or 11.578 acres, more or less.

PARCEL 1-2-S-1 (REQUIRED SEWER LIFT STATION SITE)
Beginning at a point lying 94.61 feet West, measured at right angles, from station 29+08.21 on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project;

Thence South 35° 51' 24" East, for a distance of 49.16 feet to the Point of Curvature of a tangent curve to the left, having a radius of 2265.00 feet;

Thence Southerly, along said tangent curve to the left, for an arc length distance of 47.00 feet, said curve having a chord which bears South 35° 15' 44" West, a distance of 47.00 feet;

Thence North 54° 08' 36" West, for a distance of 72.49 feet;

Thence North 35° 51' 24" East, for a distance of 104.00 feet;

Thence South 54° 08' 36" East, for a distance of 72.39 feet to the Point of Beginning.

All of which comprises Required Sewer Lift Station Site Parcel 1-2-S-1 as shown on Sheet Number 2 of the right-of-way plans for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 6,963.37 square feet or 0.160 acres, more or less.

{End of Exhibit A}

WARD SEVEN
JOHNNY BREAUX ROAD EXTENSION PROJECT

EXHIBIT B

PARCEL 1-1-E-1 (REQUIRED UTILITY EASEMENT)
Beginning at a point lying 58.45 feet West, measured at right angles, from station 9+00.66 on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project, said point lying on the West right-of-way line of Johnny Breaux Road;

Thence South 07° 07' 02" East, along said West right-of-way line of Johnny Breaux Road, for a distance of 68.98 feet;

Thence South 82° 52' 58" West, for a distance of 20.00 feet;

Thence North 07° 07' 02" West, for a distance of 62.38 feet;

Thence North 43° 38' 35" West, for a distance of 85.84 feet;

Thence North 87° 49' 24" West, for a distance of 31.56 feet;

Thence South 02° 10' 36" West, for a distance of 20.00 feet to a point on the South right-of-way line of Gray Road;

Thence South 87° 49' 24" East, along said South right-of-way line of Gray Road, for a distance of 39.68 feet;

Thence South 43° 38' 35" East, along said South right-of-way line of Gray Road, for a distance of 100.56 feet to the Point of Beginning.

All of which comprises Required Utility Easement Parcel 1-1-E-1 as shown on Sheet Number 1 of the right-of-way plans for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 3,890.08 square feet or 0.089 acres, more or less.

PARCEL 1-2-E-1 (REQUIRED UTILITY EASEMENT)
Beginning at a point lying 65.00 feet North, measured at right angles, from station 200+75.00 on the centerline of the Gray Road as per the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project, said point lying on the North right-of-way line of Gray Road;

Thence North 02° 35' 26" East, for a distance of 15.00 feet;

Thence South 87° 24' 34" East, for a distance of 125.37 feet;

Thence South 84° 32' 50" East, for a distance of 200.25 feet;

Thence South 87° 24' 34" East, for a distance of 258.55 feet;

Thence South 87° 54' 37" East, for a distance of 139.36 feet;

Thence North 83° 42' 19" East, for a distance of 266.80 feet;

Thence North 01° 27' 38" East, for a distance of 289.95 feet;

Thence North 04° 18' 51" West, for a distance of 99.39 feet;

Thence North 01° 27' 38" East, for a distance of 49.61 feet to the Point of Curvature of a tangent curve to the right, having a radius of 2265.00 feet;

Thence Northerly, along said tangent curve to the right, for an arc length distance of 1359.74 feet to the Point of Tangent, said curve having a chord which bears North 18° 39' 31" East, a distance of 1339.42 feet;

Thence North 35° 51' 24" East, for a distance of 49.16 feet;

Thence North 38° 43' 09" East, for a distance of 300.38 feet;

Thence North 35° 51' 24" East, for a distance of 385.57 feet to the Point of Curvature of a tangent curve to the left having a radius of 2090.00 feet;

Thence Northerly, along said tangent curve to the left, for an arc length distance of 293.03 feet to the intersection with the North line of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana, said curve having a chord which bears North 31° 50' 25" East, a distance of 292.79 feet;

Thence South 87° 14' 19" East, along said North line of Section 26, for a distance of 16.55 feet to a point lying on a tangent curve to the right, having a radius of 2105.00 feet;

Thence Southerly, along said tangent curve to the right, for an arc length distance of 302.15 feet to the Point of Tangent, said curve having a chord which bears South 31° 44' 41" West, a distance of 301.89 feet;

Thence South 35° 51' 24" West, for a distance of 385.95 feet;

Thence South 38° 43' 09" West, for a distance of 300.37 feet;

Thence South 35° 51' 24" West, for a distance of 48.79 feet to the Point of Curvature of a tangent curve to the left, having a radius of 2250.00 feet;

Thence Southerly, along said tangent curve to the left, for an arc length distance of 1350.74 feet to the Point of Tangent, said curve having a chord which bears South 18° 39' 31" West, a distance of 1330.55 feet;

Thence South 01° 27' 38" West, for a distance of 48.50 feet;

Thence South 04° 15' 00" East, for a distance of 100.50 feet;

Thence South 01° 27' 38" West, for a distance of 303.04 feet;

Thence South 83° 42' 19" West, for a distance of 280.99 feet;

Thence North 87° 54' 37" West, for a distance of 140.53 feet;

Thence North 87° 24' 34" West, for a distance of 258.99 feet;

Thence North 84° 32' 50" West, for a distance of 200.25 feet;

Thence North 87° 24' 34" West, for a distance of 125.00 feet to the Point of Beginning.

All of which comprises Required Utility Easement Parcel 1-2-E-1 as shown on Sheet Numbers 1 through 3 and 14 of the right-of-way plans for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 57,470.39 square feet or 1.319 acres, more or less.

PARCEL 1-2-E-2 (REQUIRED UTILITY EASEMENT)
Beginning at a point lying 211.71 feet East, measured at right angles, from station 210+52.21 on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project;

Thence North 87° 44' 07" West, for a distance of 41.49 feet;

Thence North 70° 44' 20" West, for a distance of 91.52 feet;

Thence North 09° 14' 36" West, for a distance of 70.41 feet;

Thence North 01° 27' 38" East, for a distance of 398.54 feet to the Point of Curvature of a tangent curve to the right, having a radius of 2100.00 feet;

Thence Northerly, along said tangent curve to the right, for an arc length distance of 1260.69 feet to the Point of Tangent, said curve having a chord which bears North 18° 39' 31" East, a distance of 1241.85 feet;

Thence North 35° 51' 24" East, for a distance of 548.79 feet;

Thence North 37° 23' 49" East, for a distance of 186.02 feet;

Thence North 34° 41' 13" East, for a distance of 91.67 feet;

Thence South 58° 08' 31" East, for a distance of 29.30 feet to the Point of Curvature of a tangent curve to the left, having a radius of 270.00 feet;

Thence Easterly, along said tangent curve to the left, for an arc length distance of 139.02 feet to the Point of Tangent, said curve having a chord which bears South 72° 53' 31" East, a distance of 137.48 feet;

Thence South 87° 38' 31" East, for a distance of 88.92 feet;

Thence North 75° 52' 14" East, for a distance of 123.32 feet;

Thence South 87° 38' 31" East, for a distance of 1.80 feet to the intersection with the West line of Lot 9 of the South Vinton Estates Subdivision, Part 2;

Thence South 00° 56' 15" West, along said West line of Lot 9, for a distance of 15.00 feet;

Thence South 75° 52' 14" West, for a distance of 123.32 feet;

Thence North 87° 38' 31" West, for a distance of 91.09 feet to the Point of Curvature of a tangent curve to the right, having a radius of 285.00 feet;

Thence Westerly, along said tangent curve to the right, for an arc length distance of 146.74 feet to the Point of Tangent, said curve having a chord which bears North 72° 53' 31" West, a distance of 145.12 feet;

Thence North 58° 08' 31" West, for a distance of 14.78 feet;

Thence South 34° 52' 27" West, for a distance of 77.91 feet;

Thence South 37° 23' 49" West, for a distance of 186.02 feet;

Thence South 35° 51' 24" West, for a distance of 548.59 feet to the Point of Curvature of a tangent curve to the left, having a radius of 2085.00 feet;

Thence Southerly, along said tangent curve to the left, for an arc length distance of 1251.69 feet to the Point of Tangent, said curve having a chord which bears South 18° 39' 31" West, a distance of 1232.97 feet;

Thence South 01° 27' 38" West, for a distance of 397.13 feet;

Thence South 09° 14' 36" East, for a distance of 60.08 feet;

Thence South 70° 44' 20" East, for a distance of 80.36 feet;

Thence South 87° 44' 07" East, for a distance of 39.25 feet;

Thence South 02° 15' 53" West, for a distance of 15.00 feet to the Point of Beginning.

All of which comprises Required Utility Easement Parcel 1-2-E-2 as shown on Sheet Numbers 1 through 3 and 14 of the right-of-way plans for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 45,663.26 square feet or 1.048 acres, more or less.

PARCEL 1-2-E-3 (REQUIRED UTILITY EASEMENT)

Beginning at a point lying 75.00 feet East, measured at right angles, from station 39+59.75 on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project, said point lying on the North line of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana;

Thence South 87° 14' 19" East, along said North line of Section 26, for a distance of 16.31 feet to a point lying on a curve to the right, having a radius of 2260.00 feet;

Thence Southerly, along said curve to the right, for an arc length distance of 157.99 feet, said curve having a chord which bears South 27° 49' 36" West, a distance of 157.96 feet;

Thence South 58° 08' 31" East, for a distance of 14.78 feet to the Point of Curvature of a tangent curve to the left, having a radius of 125.00 feet;

Thence Easterly, along said tangent curve to the left, for an arc length distance of 64.36 feet to the Point of Tangent, said curve having a chord which bears South 72° 53' 31" East, a distance of 63.65 feet;

Thence South 87° 38' 31" East, for a distance of 91.09 feet;

Thence South 70° 51' 17" East, for a distance of 121.18 feet to the intersection with the West line of Lot 10 of the South Vinton Estates Subdivision, Part 2;

Thence South 00° 56' 15" West, along said West line of Lot 10, for a distance of 15.00 feet;

Thence North 87° 38' 31" West, for a distance of 2.59 feet;

Thence North 70° 51' 17" West, for a distance of 121.18 feet;

Thence North 87° 38' 31" West, for a distance of 88.88 feet to the Point of Curvature of a tangent curve to the right, having a radius of 140.00 feet;

Thence Westerly, along said tangent curve to the right, for an arc length distance of 72.08 feet to the Point of Tangent, said curve having a chord which bears North 72° 53' 31" West, a distance of 71.29 feet;

Thence North 58° 08' 31" West, for a distance of 29.30 feet to a point lying on a curve to the left having a radius of 2245.00 feet;

Thence Northerly, along said curve to the left, for an arc length distance of 165.03 feet to the Point of Beginning, said curve having a chord which bears North 28° 05' 35" East, a distance of 164.99 feet.

All of which comprises Required Utility Easement Parcel 1-2-E-3 as shown on Sheet Numbers 3 and 14 of the right-of-way plans for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 6,963.37 square feet or 0.160 acres, more or less.

OUTFALL DITCH No. 2 (REQUIRED DRAINAGE EASEMENT)
Commencing at a point lying on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project at station 17+86.91, said point also being station 510+13.64 on the centerline of Outfall Ditch No. 2;

Thence South 72° 39' 54" West, along the centerline of Outfall Ditch No. 2, for a distance of 87.99 feet to the intersection with the proposed West right-of-way Line of the Johnny Breaux Road Extension, the Point of Beginning of herein described tract, said point lying in a tangent curve to the left, having a radius of 2250.00 feet;

Thence Southerly, along said tangent curve to the left, for an arc length distance of 40.93 feet, said curve having a chord which bears South 06° 17' 03" West, a distance of 40.93 feet;

Thence South 72° 39' 54" West, for a distance of 869.25 feet;

Thence North 17° 20' 06" West, for a distance of 67.50 feet;

Thence North 72° 39' 54" East, for a distance of 899.36 feet to a point on the aforesaid proposed West right-of-way Line of the Johnny Breaux Road Extension, said point lying on a tangent curve to the left, having a radius of 2250.00 feet;

Thence Southerly, along said tangent curve to the left, for an arc length distance of 32.98 feet to the Point of Beginning, said curve having a chord which bears South 07° 13' 31" West, a distance of 32.98 feet.

All of which comprises the Required Drainage Easement for Drainage Outfall No. 2 as shown on Sheet Number 1 of the drainage easement maps for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 59,675.55 square feet or 1.370 acres, more or less.

OUTFALL DITCH No. 2 (REQUIRED DRAINAGE MAINTENANCE EASEMENT)
Commencing at a point lying on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project at station 17+86.91, said point also being station 510+13.64 on the centerline of Outfall Ditch No. 2;

Thence South 72° 39' 54" West, along the centerline of Outfall Ditch No. 2, for a distance of 87.99 feet to the intersection with the proposed West right-of-way Line of the Johnny Breaux Road Extension, said point lying in a tangent curve to the right, having a radius of 2250.00 feet;

Thence Northerly, along said tangent curve to the right, for an arc length distance of 32.98 feet to the Point of Beginning of herein described tract, said curve having a chord which bears North 07° 13' 31" East, a distance of 32.98 feet;

Thence South 72° 39' 54" West, for a distance of 899.36 feet;

Thence North 17° 20' 06" West, for a distance of 20.00 feet;

Thence North 72° 39' 54" East, for a distance of 908.80 feet to a point on the aforesaid proposed West right-of-way Line of the Johnny Breaux Road Extension, said point lying in a tangent curve to the left having a radius of 2250.00 feet;

Thence Southerly, along said tangent curve to the left, for an arc length distance of 22.12 feet to the Point of Beginning, said curve having a chord which bears South 07°55' 37" West, a distance of 22.11 feet.

All of which comprises the Required Drainage Maintenance Easement for Drainage Outfall No. 2 as shown on Sheet Number 1 of the drainage easement maps for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 18,081.14 square feet or 0.415 acres, more or less.

{End of Exhibit B}

WARD SEVEN
JOHNNY BREAUX ROAD EXTENSION PROJECT

EXHIBIT C

PARCEL 1-1-C-1 (TEMPORARY CONSTRUCTION SERVITUDE)
Commencing at a point lying 58.45 feet West, measured at right angles, from station 9+00.66 on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project, said point lying on the West right-of-way line of Johnny Breaux Road;

Thence South 07° 07' 02" East, along said West right-of-way line of Johnny Breaux Road, for a distance of 68.98 feet;

Thence South 82° 52' 58" West, for a distance of 20.00 feet to the Point of Beginning of herein described tract;

Thence South 82° 52' 58" West, for a distance of 15.00 feet;

Thence North 07° 07' 02" West, for a distance of 57.43 feet;

Thence North 43° 38' 35" West, for a distance of 74.80 feet;

Thence North 87° 49' 24" West, for a distance of 25.48 feet;

Thence North 02° 10' 36" East, for a distance of 15.00 feet;

Thence South 87° 49' 24" East, for a distance of 31.56 feet;

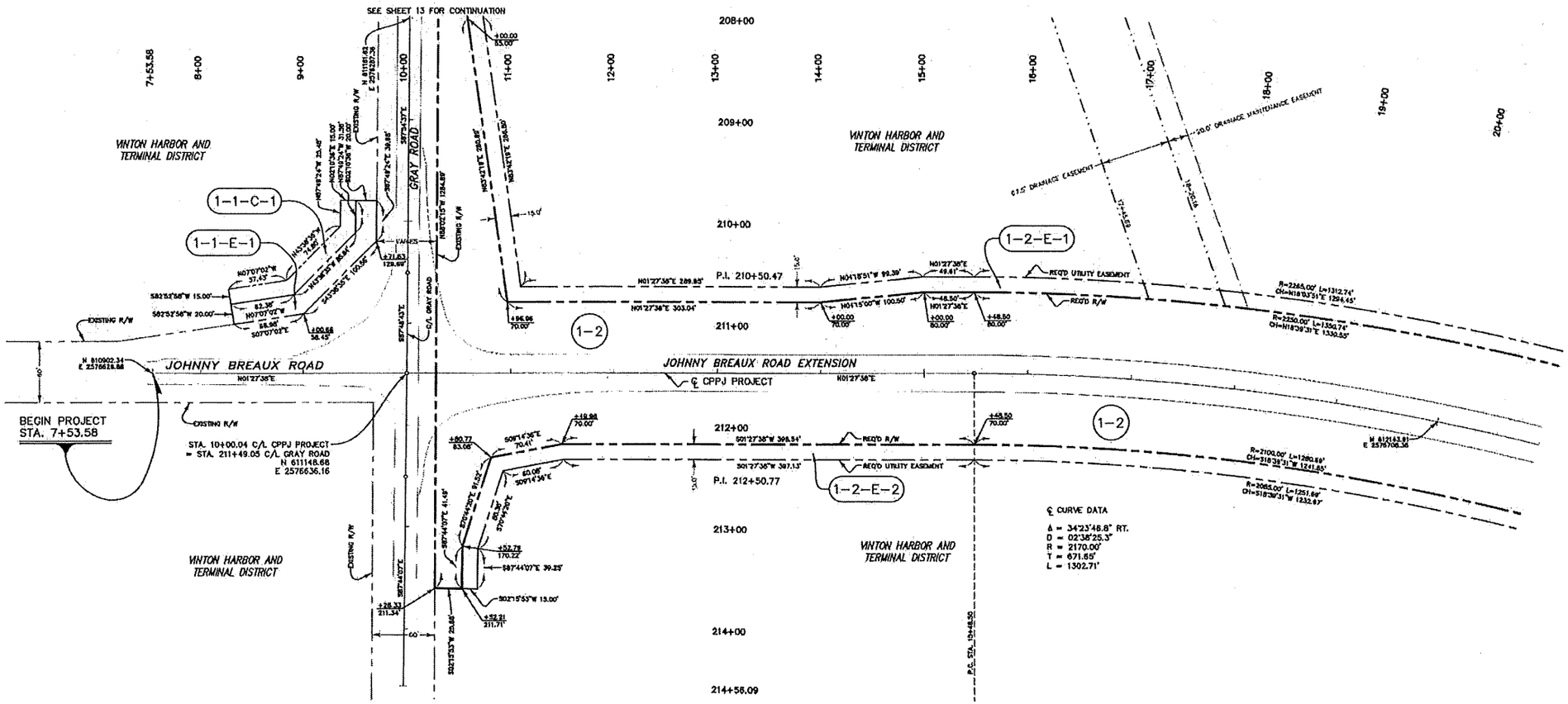
Thence South 43° 38' 35" East, for a distance of 85.84 feet;

Thence South 07° 07' 02" East, for a distance of 62.38 feet to the Point of Beginning.

All of which comprises Required Temporary Construction Servitude Parcel 1-1-C-1 as shown on Sheet Number 1 of the right-of-way plans for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 2,531.24 square feet or 0.058 acres, more or less.

{End of Exhibit C}

SOUTHWESTERN LAND DISTRICT
T10S – R12W
SECTION 26



LEGEND

EXISTING R/W	RIGHT OF WAY LINE
REQ'D R/W	REQUIRED UTILITY EASEMENT
	REQUIRED TEMP. CONST. SERVITUDE
	APPARENT PROPERTY LINE
	DRAINAGE EASEMENT
	DRAINAGE MAINTENANCE EASEMENT

NOTE:

1) ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.

2) THE COORDINATES AND BEARINGS SHOWN HEREON ARE GRID AND ARE ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD83–2011. DISTANCES SHOWN ARE GRID DISTANCES.

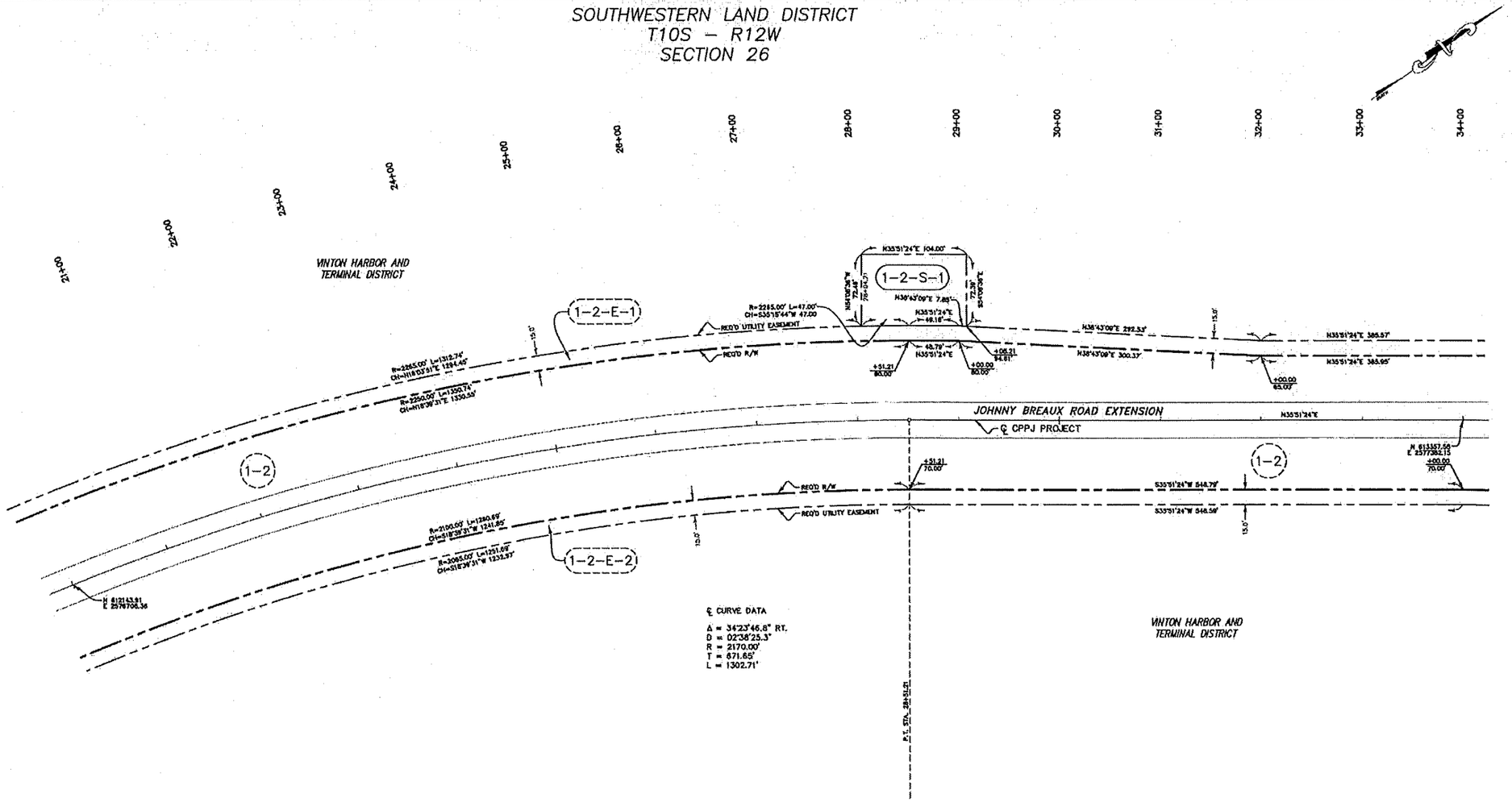
TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE 01° 06' 45"

TO CONVERT FROM GRID DISTANCES TO HORIZONTAL GROUND DISTANCES USE SCALE FACTOR: 1.000069879

3) ALL MEASUREMENTS SHOWN HEREON ARE IN US SURVEY FEET.

DESIGNED:	*Pelican Land Surveying, L.L.C.* A Professional Land Surveying Firm PO Box 1747 Sulphur, LA 70664-1747 Phone/Fax 337-533-8116	**RIGHT-OF-WAY MAP FOR** **JOHNNY BREAUX ROAD EXTENSION** **CALCASIEU PARISH, LOUISIANA**		PROJECT NO.: 14702	DATE: OCTOBER 27, 2017
DRAWN: EWW					
CHECKED: DDS					
APPROVED: DWS				SCALE: 1" = 50'	SHEET: 1 OF 15
F.B. No.:			BY / REVISIONS / DATE		

SOUTHWESTERN LAND DISTRICT
T10S – R12W
SECTION 26



LEGEND

EXISTING R/W	RIGHT OF WAY LINE
REQ'D R/W	REQUIRED UTILITY EASEMENT
	REQUIRED TEMP. CONST. SERVITUDE
	APPARENT PROPERTY LINE
	DRAINAGE EASEMENT
	DRAINAGE MAINTENANCE EASEMENT

NOTE:

1) ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.

2) THE COORDINATES AND BEARINGS SHOWN HEREON ARE GRID AND ARE ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD83–2011. DISTANCES SHOWN ARE GRID DISTANCES.

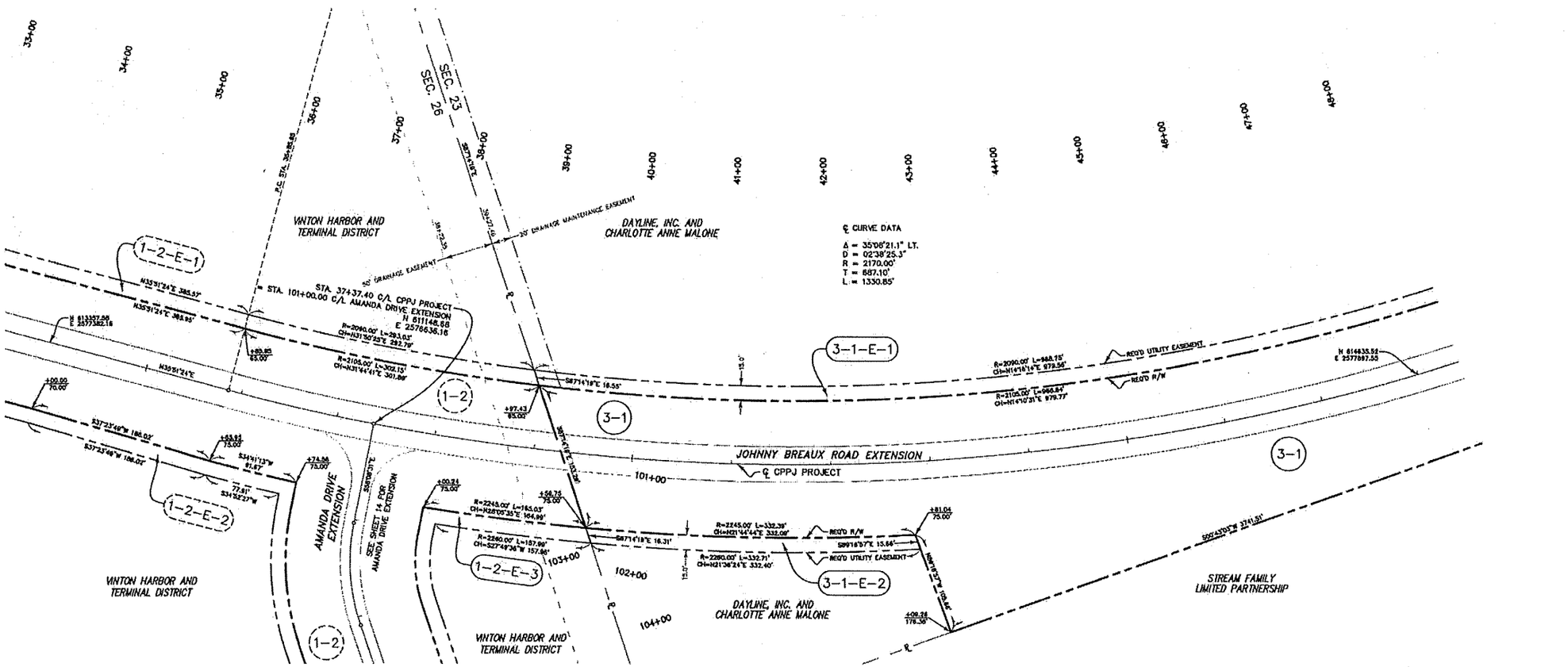
TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE 01° 06' 45".

TO CONVERT FROM GRID DISTANCES TO HORIZONTAL GROUND DISTANCES USE SCALE FACTOR: 1.000069679

3) ALL MEASUREMENTS SHOWN HEREON ARE IN US SURVEY FEET.

DESIGNED:	*Pelican Land Surveying, L.L.C.*	RIGHT-OF-WAY MAP FOR		PROJECT NO.: 140702	DATE: OCTOBER 27, 2017
DRAWN: EWW	A Professional Land Surveying Firm	JOHNNY BREAUX ROAD EXTENSION			
CHECKED: DBS	PO Box 1747	CALCASIEU PARISH, LOUISIANA			
APPROVED: DWS	Sulphur, LA 70664-1747			1" = 50'	2 OF 15
F.B. No.:	Phone/Fax 337-533-8116		BY / REVISIONS / DATE	SCALE:	SHEET:

SOUTHWESTERN LAND DISTRICT
T10S – R12W
SECTIONS 23 & 26



LEGEND

EXISTING R/W	RIGHT OF WAY LINE
REQ'D R/W	REQUIRED UTILITY EASEMENT
	REQUIRED TEMP. CONST. SERVITUDE
	APPARENT PROPERTY LINE
	DRAINAGE EASEMENT
	DRAINAGE MAINTENANCE EASEMENT

NOTE:

1) ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.

2) THE COORDINATES AND BEARINGS SHOWN HEREON ARE GRID AND ARE ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD83-2011. DISTANCES SHOWN ARE GRID DISTANCES.

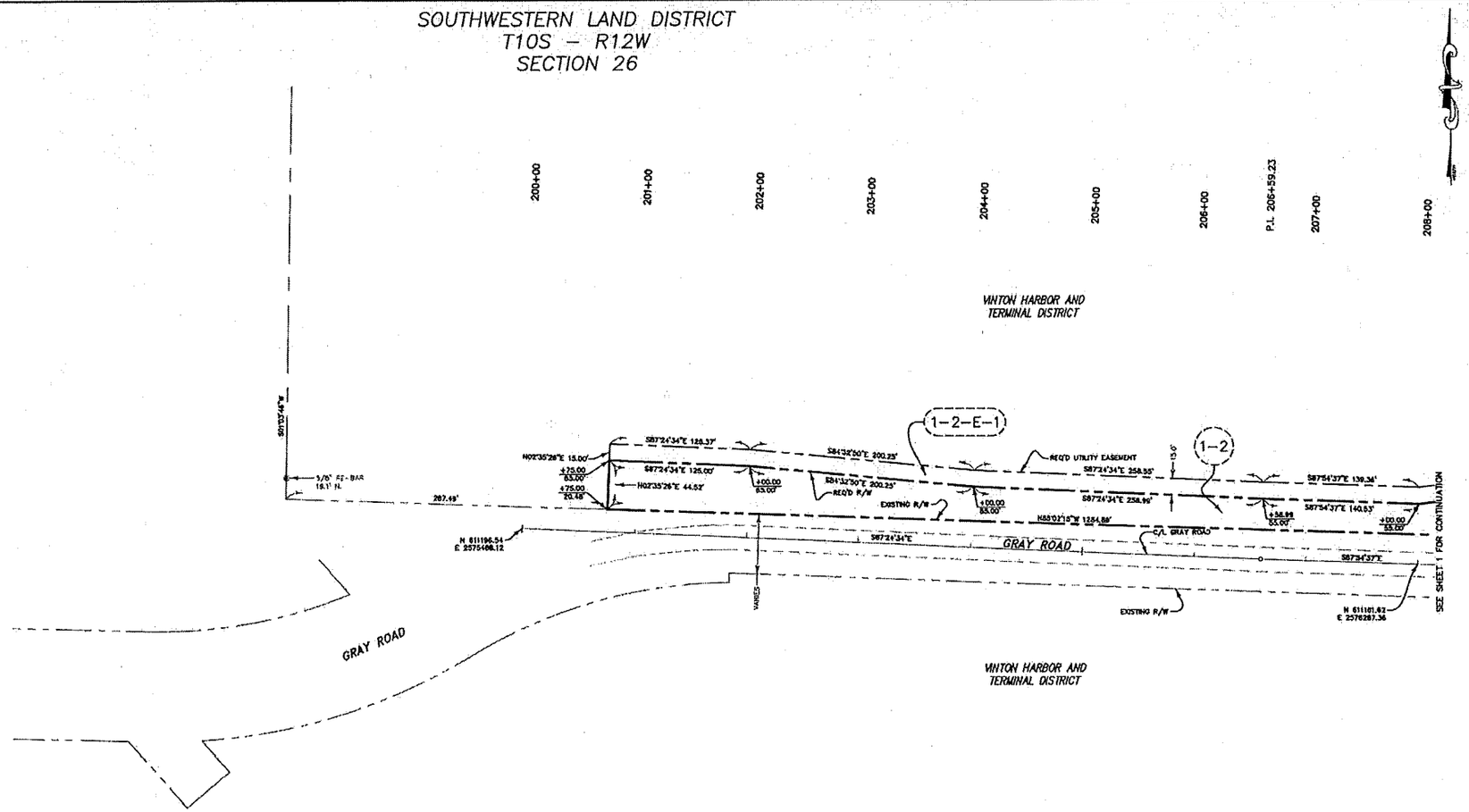
TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE 01° 06' 45"

TO CONVERT FROM GRID DISTANCES TO HORIZONTAL GROUND DISTANCES USE SCALE FACTOR: 1.000069679

3) ALL MEASUREMENTS SHOWN HEREON ARE IN US SURVEY FEET.

DESIGNED:	*Pelican Land Surveying, L.L.C.* A Professional Land Surveying Firm PO Box 1747 Sulphur, LA 70664-1747 Phone/Fax 337-533-8116	**RIGHT-OF-WAY MAP FOR** **JOHNNY BREAUX ROAD EXTENSION** **CALCASIEU PARISH, LOUISIANA**	PROJECT NO.: 140102	DATE: OCTOBER 27, 2017
DRAWN: EWW				
CHECKED: DBS				
APPROVED: DWS				
F.B. No.:		BY / REVISIONS / DATE	SCALE: 1" = 50'	SHEET: 3 OF 15

SOUTHWESTERN LAND DISTRICT
T10S – R12W
SECTION 26



LEGEND

EXISTING R/W	RIGHT OF WAY LINE
REQ'D R/W	REQUIRED UTILITY EASEMENT
	REQUIRED TEMP. CONST. SERVITUDE
	APPARENT PROPERTY LINE
	DRAINAGE EASEMENT
	DRAINAGE MAINTENANCE EASEMENT

NOTE:

1) ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.

2) THE COORDINATES AND BEARINGS SHOWN HEREON ARE GRID AND ARE ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD83–2011. DISTANCES SHOWN ARE GRID DISTANCES.

TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE 01° 08' 45"

TO CONVERT FROM GRID DISTANCES TO HORIZONTAL GROUND DISTANCES USE SCALE FACTOR: 1.000069679

3) ALL MEASUREMENTS SHOWN HEREON ARE IN US SURVEY FEET.

DESIGNED:	
DRAWN:	EWW
CHECKED:	DBB
APPROVED:	DWS
F.B. No.:	

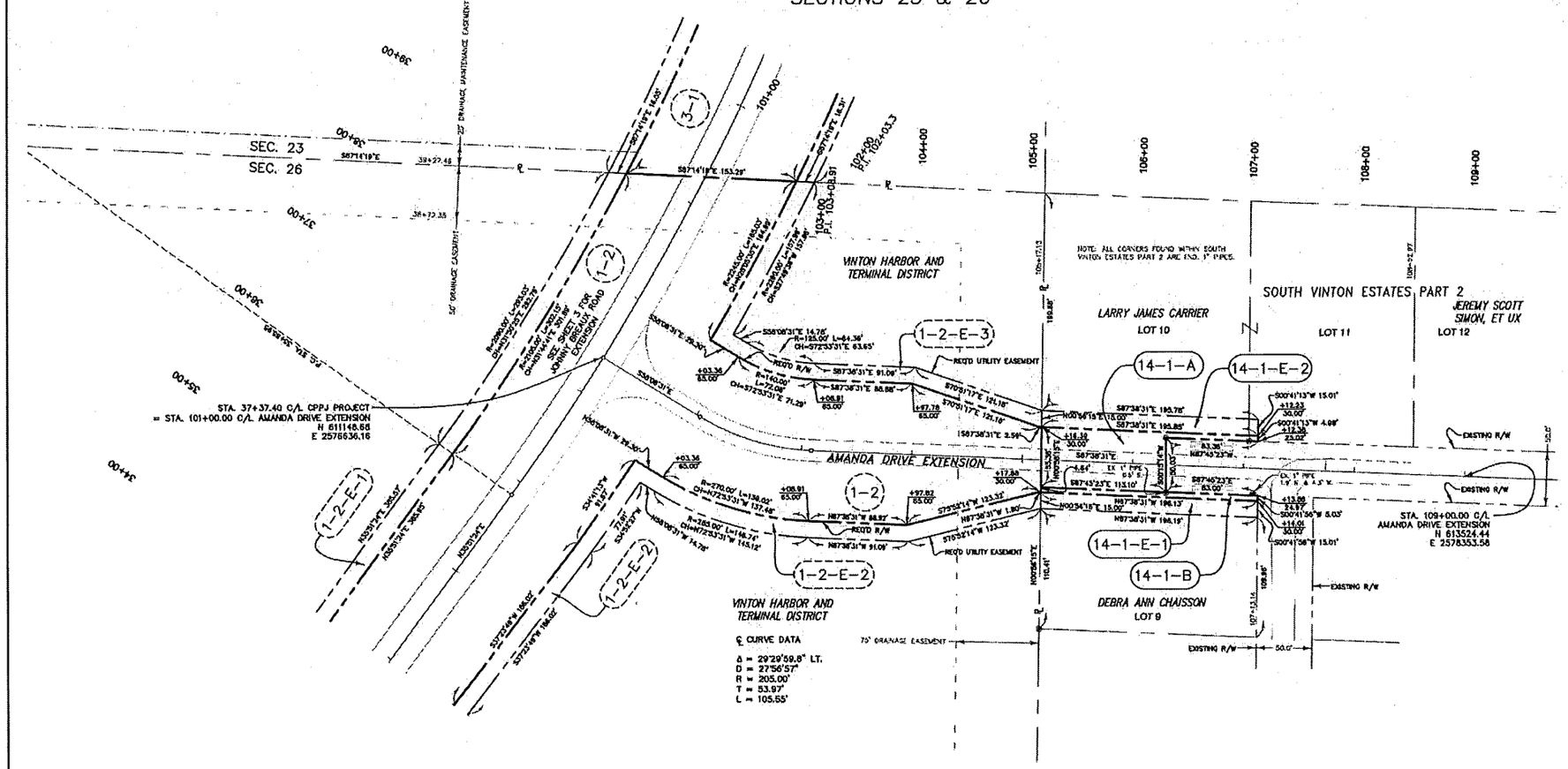
Pelican Land Surveying, L.L.C.
A Professional Land Surveying Firm
PO Box 1747
Sulphur, LA 70664-1747
Phone/Fax 337-533-8116

RIGHT-OF-WAY MAP FOR
JOHNNY BREAUX ROAD EXTENSION
CALCASIEU PARISH, LOUISIANA

BY	REVISIONS	DATE

PROJECT NO.: 140102	DATE: OCTOBER 27, 2017
SCALE: 1" = 50'	SHEET: 13 OF 15

SOUTHWESTERN LAND DISTRICT
T10S – R12W
SECTIONS 23 & 26



LEGEND

EXISTING R/W	RIGHT OF WAY LINE
REQ'D R/W	REQUIRED UTILITY EASEMENT
	REQUIRED TEMP. CONST. SERVITUDE
	APPARENT PROPERTY LINE
	DRAINAGE EASEMENT
	DRAINAGE MAINTENANCE EASEMENT

NOTE:

1) ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.

2) THE COORDINATES AND BEARINGS SHOWN HEREON ARE GRID AND ARE ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD83–2011. DISTANCES SHOWN ARE GRID DISTANCES.

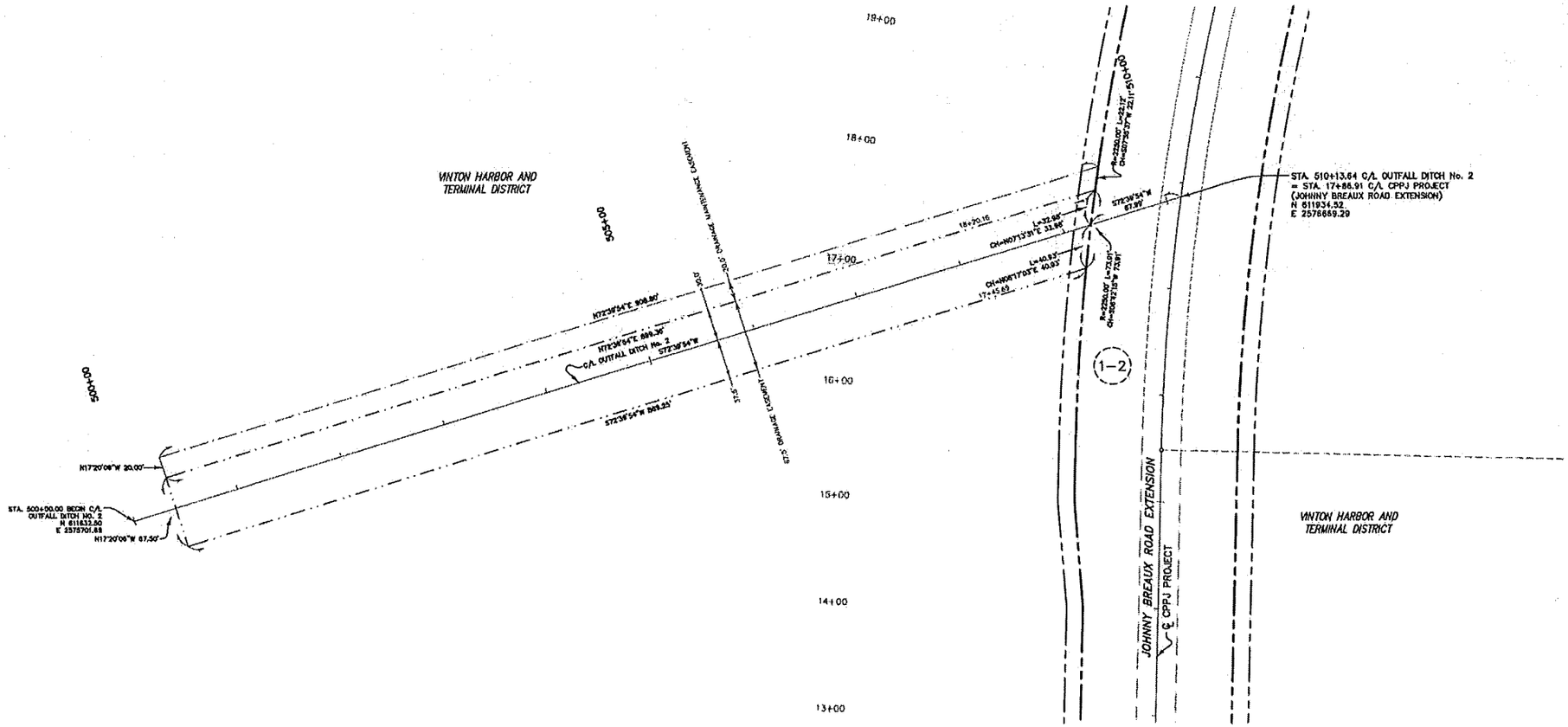
TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE 01° 06' 45"

TO CONVERT FROM GRID DISTANCES TO HORIZONTAL GROUND DISTANCES USE SCALE FACTOR: 1.000069579

3) ALL MEASUREMENTS SHOWN HEREON ARE IN US SURVEY FEET.

DESIGNED:	Pelican Land Surveying, L.L.C.	RIGHT-OF-WAY MAP FOR		PROJECT NO.: 146192	DATE: OCTOBER 27, 2017
DRAWN: EWW	A Professional Land Surveying Firm	JOHNNY BREAUX ROAD EXTENSION			
CHECKED: DBS	PO Box 1747	CALCASIEU PARISH, LOUISIANA			
APPROVED: DWB	Sulphur, LA 70664-1747				
F.B. No.:	Phone/Fax 337-533-8116		EWW / DRAWN PARCEL 14-1 DUE TO OWNERSHIP CHANGE / 3/7/18	SCALE: 1" = 50'	SHEET: 14 OF 15
			BY / REVISIONS / DATE		

SOUTHWESTERN LAND DISTRICT
T10S – R12W
SECTION 26



LEGEND

EXISTING R/W	RIGHT OF WAY LINE
REQ'D R/W	REQUIRED UTILITY EASEMENT
	REQUIRED TEMP. CONST. SERVITUDE
	APPARENT PROPERTY LINE
	DRAINAGE EASEMENT
	DRAINAGE MAINTENANCE EASEMENT

NOTE:

1) ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.

2) THE COORDINATES AND BEARINGS SHOWN HEREON ARE GRID AND ARE ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD83-2011. DISTANCES SHOWN ARE GRID DISTANCES.

TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE 01° 08' 43"

TO CONVERT FROM GRID DISTANCES TO HORIZONTAL GROUND DISTANCES USE SCALE FACTOR: 1.000069679

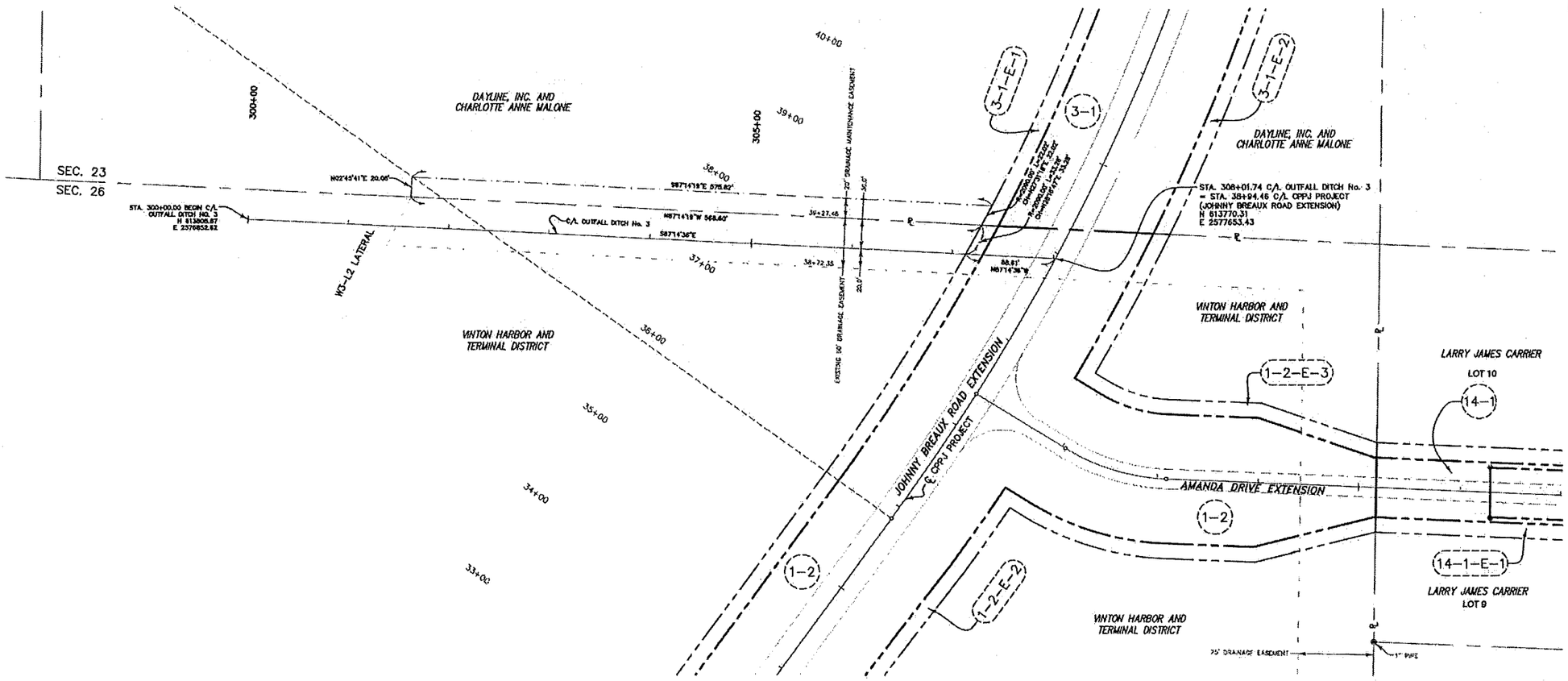
3) ALL MEASUREMENTS SHOWN HEREON ARE IN US SURVEY FEET.

DESIGNED:	Pelican Land Surveying, L.L.C. A Professional Land Surveying Firm PO Box 1747 Sulphur, LA 70664-1747 Phone/Fax 337-533-8116	DRAINAGE EASEMENT MAP FOR OUTFALL DITCH No. 2 AT JOHNNY BREAUX ROAD EXTENSION CALCASIEU PARISH, LOUISIANA	BY	REVISIONS	DATE
DRAWN: EWW					
CHECKED: DBS					
APPROVED: DWS					
F.B. NO.:					

PROJECT NO.:	DATE
140782	OCTOBER 27, 2017
SCALE: 1" = 50'	SHEET: 1 OF 4

C:\Projects\140782 - JOHNNY BREAUX - 86 WPS\dwg\140782 - JOHNNY BREAUX - DRAINAGE MAPS.dwg Oct 27, 2017 - 11:07am

SOUTHWESTERN LAND DISTRICT
T10S – R12W
SECTIONS 23 & 26



LEGEND

EXISTING R/W — REQ'D R/W

- RIGHT OF WAY LINE
- REQUIRED UTILITY EASEMENT
- REQUIRED TEMP. CONST. SERVITUDE
- APPARENT PROPERTY LINE
- DRAINAGE EASEMENT
- DRAINAGE MAINTENANCE EASEMENT

NOTE:

1) ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.

2) THE COORDINATES AND BEARINGS SHOWN HEREON ARE GRID AND ARE ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE NAD83–2011. DISTANCES SHOWN ARE GRID DISTANCES.

TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE 01° 06' 45"

TO CONVERT FROM GRID DISTANCES TO HORIZONTAL GROUND DISTANCES USE SCALE FACTOR: 1.000069679

3) ALL MEASUREMENTS SHOWN HEREON ARE IN US SURVEY FEET.

DESIGNED:	Pelican Land Surveying, L.L.C.	DRAINAGE EASEMENT MAP FOR	PROJECT NO.: 146703	DATE: OCTOBER 27, 2017
DRAWN: EWW	A Professional Land Surveying Firm	OUTFALL DITCH No. 3		
CHECKED: DBS	PO Box 1747	AT JOHNNY BREAUX ROAD EXTENSION		
APPROVED: DWS	Sulphur, LA 70664-1747	CALCASIEU PARISH, LOUISIANA	SCALE: 1" = 50'	SHEET: 2 OF 4
F.B. No.:	Phone/Fax 337-533-8116			

BY | REVISIONS | DATE

PARISH OF CALCASIEU

State of Louisiana

RESOLUTION

BE IT RESOLVED BY THE POLICE JURY OF CALCASIEU PARISH, LOUISIANA, convened in Regular Session on the 3rd day of May, 2018, that it does hereby approve an Act of Sale Agreement for the purchase of property, in full-fee ownership, along with a Utility and Drainage Servitude and Temporary Construction Servitude, between the Police Jury and Vinton Harbor and Terminal District, for the *Johnny Breaux Road Extension Project* located in Ward Seven, in accordance with criteria established by the Police Jury and the recommendation of the Parish Engineer, said rights-of-way being more particularly described as:

PARCEL 1-2

Required Right-of-Way: *Beginning at a point lying 211.34 feet East, measured at right angles, from station 10+26.33 on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project, said point lying on the North right-of-way line of Gray Road; thence North 88° 02' 15" West, along said North right-of-way line of Gray Road, for a distance of 1284.89 feet; thence North 02° 35' 26" East, for a distance of 44.52 feet; thence South 87° 24' 34" East, for a distance of 125.00 feet; thence South 84° 32' 50" East, for a distance of 200.25 feet; thence South 87° 24' 34" East, for a distance of 258.99 feet; thence South 87° 54' 37" East, for a distance of 140.53 feet; thence North 83° 42' 19" East, for a distance of 280.99 feet; thence North 01° 27' 38" East, for a distance of 303.04 feet; thence North 04° 15' 00" West, for a distance of 100.50 feet; thence North 01° 27' 38" East, for a distance of 48.50 feet to the Point of Curvature of a tangent curve to the right, having a radius of 2250.00 feet; thence Northerly, along said tangent curve to the right, for an arc length distance of 1350.74 feet to the Point of Tangent, said curve having a chord which bears North 18° 39' 31" East, a distance of 1330.55 feet; thence North 35° 51' 24" East, for a distance of 48.79 feet; thence North 38° 43' 09" East, for a distance of 300.37 feet; thence North 35° 51' 24" East, for a distance of 385.95 feet to the Point of Curvature of a tangent curve to the left, having a radius of 2105.00 feet; thence Northerly, along said tangent curve to the left, for an arc length distance of 302.15 feet to the intersection with the North line of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana, said curve having a chord which bears North 31° 44' 41" East, a distance of 301.89 feet; thence South 87° 14' 19" East, along said North line of Section 26, for a distance of 153.29 feet to a point lying on a curve to the right, having a radius of 2245.00 feet; thence Southerly, along said curve to the right, for an arc length distance of 165.03 feet, said curve having a chord which bears North 28° 05' 35" East, a distance of 164.99 feet; thence South 58° 08' 31" East, for a distance of 29.30 feet to the Point of Curvature of a tangent curve to the left having a radius of 140.00 feet; thence Easterly, along said tangent curve to the left, for an arc length distance of 72.08 feet to the Point of Tangent, said curve having a chord which bears South 72° 53' 31" East, a distance of 71.29 feet; thence South 87° 38' 31" East, for a distance of 88.88 feet; thence South 70° 51' 17" East, for a distance of 121.18 feet; thence South 87° 38' 31" East, for a distance of 2.59 feet to the intersection with the West line of Lot 10 of the South Vinton Estates Subdivision, Part 2; thence South 00° 56' 15" West, along said West line of Lot 10 and the West line of Lot 9 of said South Vinton Estates Subdivision, Part 2, for a distance of 60.02 feet; thence North 87° 38' 31" West, for a distance of 1.80 feet; thence South 75° 52' 14" West, for a distance of 123.32 feet; thence North 87° 38' 31" West, for a distance of 88.92 feet to the Point of Curvature of a tangent curve to the right, having a radius of 270.00 feet; thence Westerly, along said tangent curve to the right, for an arc*

length distance of 139.02 feet, said curve having a chord which bears South 72° 53' 31" East, a distance of 137.48 feet; thence North 58° 08' 31" West, for a distance of 29.30 feet; thence South 34° 41' 13" West, for a distance of 91.67 feet; thence South 37° 23' 49" West, for a distance of 186.02 feet; thence South 35° 51' 24" West, for a distance of 548.79 feet to the Point of Curvature of a tangent curve to the left having a radius of 2100.00 feet; thence Southerly, along said tangent curve to the left, for an arc length distance of 1260.69 feet to the Point of Tangent, said curve having a chord which bears South 18° 39' 31" West, a distance of 1241.85 feet; thence South 01° 27' 38" West, for a distance of 398.54 feet; thence South 09° 14' 36" East, for a distance of 70.41 feet; thence South 70° 44' 20" East, for a distance of 91.52 feet; thence South 87° 44' 07" East, for a distance of 41.49 feet; thence South 02° 15' 53" West, for a distance of 25.88 feet to the Point of Beginning. All of which comprises Parcel 1-2 as shown on Sheet Numbers 1 through 3 of the right-of-way plans for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 504,336.78 square feet or 11.578 acres, more or less.

PARCEL 1-1-E-1

Required Utility Easement: *Beginning at a point lying 58.45 feet West, measured at right angles, from station 9+00.66 on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project, said point lying on the West right-of-way line of Johnny Breaux Road; thence South 07° 07' 02" East, along said West right-of-way line of Johnny Breaux Road, for a distance of 68.98 feet; thence South 82° 52' 58" West, for a distance of 20.00 feet; thence North 07° 07' 02" West, for a distance of 62.38 feet; thence North 43° 38' 35" West, for a distance of 85.84 feet; thence North 87° 49' 24" West, for a distance of 31.56 feet; thence South 02° 10' 36" West, for a distance of 20.00 feet to a point on the South right-of-way line of Gray Road; thence South 87° 49' 24" East, along said South right-of-way line of Gray Road, for a distance of 39.68 feet; thence South 43° 38' 35" East, along said South right-of-way line of Gray Road, for a distance of 100.56 feet to the Point of Beginning. All of which comprises Required Utility Easement Parcel 1-1-E-1 as shown on Sheet Number 1 of the right-of-way plans for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 3,890.08 square feet or 0.089 acres, more or less.*

PARCEL 1-1-C-1

Temporary Construction Servitude: *Commencing at a point lying 58.45 feet West, measured at right angles, from station 9+00.66 on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project, said point lying on the West right-of-way line of Johnny Breaux Road; thence South 07° 07' 02" East, along said West right-of-way line of Johnny Breaux Road, for a distance of 68.98 feet; thence South 82° 52' 58" West, for a distance of 20.00 feet to the Point of Beginning of herein described tract; thence South 82° 52' 58" West, for a distance of 15.00 feet; thence North 07° 07' 02" West, for a distance of 57.43 feet; thence North 43° 38' 35" West, for a distance of 74.80 feet; thence North 87° 49' 24" West, for a distance of 25.48 feet; thence North 02° 10' 36" East, for a distance of 15.00 feet; thence South 87° 49' 24" East, for a distance of 31.56 feet; thence South 43° 38' 35" East, for a distance of 85.84 feet; thence South 07° 07' 02" East, for a distance of 62.38 feet to the Point of Beginning. All of which comprises Required Temporary Construction Servitude Parcel 1-1-C-1 as shown on Sheet Number 1 of the right-of-way plans for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 2,531.24 square feet or 0.058 acres, more or less.*

PARCEL 1-2-E-1

Required Utility Easement: *Beginning at a point lying 65.00 feet North, measured at right angles, from station 200+75.00 on the centerline of the Gray Road as per the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project, said point lying on the North right-of-way line of Gray Road; thence North 02° 35' 26" East, for a distance of 15.00 feet; thence South 87° 24' 34" East, for a distance of 125.37 feet; thence South 84° 32' 50" East, for a distance of 200.25 feet; thence South 87° 24' 34" East, for a distance of 258.55 feet; thence South 87° 54' 37" East, for a distance of 139.36 feet; thence North 83° 42' 19" East, for a distance of 266.80 feet; thence North 01° 27' 38" East, for a distance of 289.95 feet; thence North 04° 18' 51" West, for a distance of 99.39 feet; thence North 01° 27' 38" East, for a distance of 49.61 feet to the Point of Curvature of a tangent curve to the right, having a radius of 2265.00 feet; thence Northerly, along said tangent curve to the right, for an arc*

length distance of 1359.74 feet to the Point of Tangent, said curve having a chord which bears North 18° 39' 31" East, a distance of 1339.42 feet; thence North 35° 51' 24" East, for a distance of 49.16 feet; thence North 38° 43' 09" East, for a distance of 300.38 feet; thence North 35° 51' 24" East, for a distance of 385.57 feet to the Point of Curvature of a tangent curve to the left having a radius of 2090.00 feet; thence Northerly, along said tangent curve to the left, for an arc length distance of 293.03 feet to the intersection with the North line of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana, said curve having a chord which bears North 31° 50' 25" East, a distance of 292.79 feet; thence South 87° 14' 19" East, along said North line of Section 26, for a distance of 16.55 feet to a point lying on a tangent curve to the right, having a radius of 2105.00 feet; thence Southerly, along said tangent curve to the right, for an arc length distance of 302.15 feet to the Point of Tangent, said curve having a chord which bears South 31° 44' 41" West, a distance of 301.89 feet; thence South 35° 51' 24" West, for a distance of 385.95 feet; thence South 38° 43' 09" West, for a distance of 300.37 feet; thence South 35° 51' 24" West, for a distance of 48.79 feet to the Point of Curvature of a tangent curve to the left, having a radius of 2250.00 feet; thence Southerly, along said tangent curve to the left, for an arc length distance of 1350.74 feet to the Point of Tangent, said curve having a chord which bears South 18° 39' 31" West, a distance of 1330.55 feet; thence South 01° 27' 38" West, for a distance of 48.50 feet; thence South 04° 15' 00" East, for a distance of 100.50 feet; thence South 01° 27' 38" West, for a distance of 303.04 feet; thence South 83° 42' 19" West, for a distance of 280.99 feet; thence North 87° 54' 37" West, for a distance of 140.53 feet; thence North 87° 24' 34" West, for a distance of 258.99 feet; thence North 84° 32' 50" West, for a distance of 200.25 feet; thence North 87° 24' 34" West, for a distance of 125.00 feet to the Point of Beginning. All of which comprises Required Utility Easement Parcel 1-2-E-1 as shown on Sheet Numbers 1 through 3 and 14 of the right-of-way plans for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 57,470.39 square feet or 1.319 acres, more or less.

PARCEL 1-2-E-2

Required Utility Easement: *Beginning at a point lying 211.71 feet East, measured at right angles, from station 210+52.21 on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project; thence North 87° 44' 07" West, for a distance of 41.49 feet; thence North 70° 44' 20" West, for a distance of 91.52 feet; thence North 09° 14' 36" West, for a distance of 70.41 feet; thence North 01° 27' 38" East, for a distance of 398.54 feet to the Point of Curvature of a tangent curve to the right, having a radius of 2100.00 feet; thence Northerly, along said tangent curve to the right, for an arc length distance of 1260.69 feet to the Point of Tangent, said curve having a chord which bears North 18° 39' 31" East, a distance of 1241.85 feet; thence North 35° 51' 24" East, for a distance of 548.79 feet; thence North 37° 23' 49" East, for a distance of 186.02 feet; thence North 34° 41' 13" East, for a distance of 91.67 feet; thence South 58° 08' 31" East, for a distance of 29.30 feet to the Point of Curvature of a tangent curve to the left, having a radius of 270.00 feet; thence Easterly, along said tangent curve to the left, for an arc length distance of 139.02 feet to the Point of Tangent, said curve having a chord which bears South 72° 53' 31" East, a distance of 137.48 feet; thence South 87° 38' 31" East, for a distance of 88.92 feet; thence North 75° 52' 14" East, for a distance of 123.32 feet; thence South 87° 38' 31" East, for a distance of 1.80 feet to the intersection with the West line of Lot 9 of the South Vinton Estates Subdivision, Part 2; thence South 00° 56' 15" West, along said West line of Lot 9, for a distance of 15.00 feet; thence South 75° 52' 14" West, for a distance of 123.32 feet; thence North 87° 38' 31" West, for a distance of 91.09 feet to the Point of Curvature of a tangent curve to the right, having a radius of 285.00 feet; thence Westerly, along said tangent curve to the right, for an arc length distance of 146.74 feet to the Point of Tangent, said curve having a chord which bears North 72° 53' 31" West, a distance of 145.12 feet; thence North 58° 08' 31" West, for a distance of 14.78 feet; thence South 34° 52' 27" West, for a distance of 77.91 feet; thence South 37° 23' 49" West, for a distance of 186.02 feet; thence South 35° 51' 24" West, for a distance of 548.59 feet to the Point of Curvature of a tangent curve to the left, having a radius of 2085.00 feet; thence Southerly, along said tangent curve to the left, for an arc length distance of 1251.69 feet to the Point of Tangent, said curve having a chord which bears South 18° 39' 31" West, a distance of 1232.97 feet; thence South 01° 27' 38" West, for a distance of 397.13 feet; thence South 09° 14' 36" East, for a distance of 60.08 feet; thence South 70° 44' 20" East, for a distance of 80.36 feet; thence South 87° 44' 07" East, for a distance of 39.25 feet; thence South 02° 15' 53" West, for a distance of 15.00 feet to the Point of Beginning. All of which comprises*

Required Utility Easement Parcel 1-2-E-2 as shown on Sheet Numbers 1 through 3 and 14 of the right-of-way plans for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 45,663.26 square feet or 1.048 acres, more or less.

PARCEL 1-2-E-3

Required Utility Easement: *Beginning at a point lying 75.00 feet East, measured at right angles, from station 39+59.75 on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project, said point lying on the North line of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana; thence South 87° 14' 19" East, along said North line of Section 26, for a distance of 16.31 feet to a point lying on a curve to the right, having a radius of 2260.00 feet; thence Southerly, along said curve to the right, for an arc length distance of 157.99 feet, said curve having a chord which bears South 27° 49' 36" West, a distance of 157.96 feet; thence South 58° 08' 31" East, for a distance of 14.78 feet to the Point of Curvature of a tangent curve to the left, having a radius of 125.00 feet; thence Easterly, along said tangent curve to the left, for an arc length distance of 64.36 feet to the Point of Tangent, said curve having a chord which bears South 72° 53' 31" East, a distance of 63.65 feet; thence South 87° 38' 31" East, for a distance of 91.09 feet; thence South 70° 51' 17" East, for a distance of 121.18 feet to the intersection with the West line of Lot 10 of the South Vinton Estates Subdivision, Part 2; thence South 00° 56' 15" West, along said West line of Lot 10, for a distance of 15.00 feet; thence North 87° 38' 31" West, for a distance of 2.59 feet; thence North 70° 51' 17" West, for a distance of 121.18 feet; thence North 87° 38' 31" West, for a distance of 88.88 feet to the Point of Curvature of a tangent curve to the right, having a radius of 140.00 feet; thence Westerly, along said tangent curve to the right, for an arc length distance of 72.08 feet to the Point of Tangent, said curve having a chord which bears North 72° 53' 31" West, a distance of 71.29 feet; thence North 58° 08' 31" West, for a distance of 29.30 feet to a point lying on a curve to the left having a radius of 2245.00 feet; thence Northerly, along said curve to the left, for an arc length distance of 165.03 feet to the Point of Beginning, said curve having a chord which bears North 28° 05' 35" East, a distance of 164.99 feet. All of which comprises Required Utility Easement Parcel 1-2-E-3 as shown on Sheet Numbers 3 and 14 of the right-of-way plans for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 6,963.37 square feet or 0.160 acres, more or less.*

PARCEL 1-2-S-1

Required Sewer Lift Station Site: *Beginning at a point lying 94.61 feet West, measured at right angles, from station 29+08.21 on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project; thence South 35° 51' 24" East, for a distance of 49.16 feet to the Point of Curvature of a tangent curve to the left, having a radius of 2265.00 feet; thence Southerly, along said tangent curve to the left, for an arc length distance of 47.00 feet, said curve having a chord which bears South 35° 15' 44" West, a distance of 47.00 feet; thence North 54° 08' 36" West, for a distance of 72.49 feet; thence North 35° 51' 24" East, for a distance of 104.00 feet; thence South 54° 08' 36" East, for a distance of 72.39 feet to the Point of Beginning. All of which comprises Required Sewer Lift Station Site Parcel 1-2-S-1 as shown on Sheet Number 2 of the right-of-way plans for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 6,963.37 square feet or 0.160 acres, more or less.*

OUTFALL DITCH NO. 2

Required Drainage Easement: *Commencing at a point lying on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project at station 17+86.91, said point also being station 510+13.64 on the centerline of Outfall Ditch No. 2; thence South 72° 39' 54" West, along the centerline of Outfall Ditch No. 2, for a distance of 87.99 feet to the intersection with the proposed West right-of-way Line of the Johnny Breaux Road Extension, the Point of Beginning of herein described tract, said point lying in a tangent curve to the left, having a radius of 2250.00 feet; thence Southerly, along said tangent curve to the left, for an arc length distance of 40.93 feet, said curve having a chord which bears South 06° 17' 03" West, a distance of 40.93 feet; thence South 72° 39' 54" West, for a distance of 869.25 feet; thence North 17° 20' 06" West, for a distance of 67.50 feet; thence North 72° 39' 54" East, for a distance of 899.36 feet to a point on the aforesaid proposed West right-of-way Line of the Johnny Breaux Road Extension, said point lying on a tangent*

curve to the left, having a radius of 2250.00 feet; thence Southerly, along said tangent curve to the left, for an arc length distance of 32.98 feet to the Point of Beginning, said curve having a chord which bears South 07° 13' 31" West, a distance of 32.98 feet. All of which comprises the Required Drainage Easement for Drainage Outfall No. 2 as shown on Sheet Number 1 of the drainage easement maps for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 59,675.55 square feet or 1.370 acres, more or less.

OUTFALL DITCH NO. 2

Required Drainage Maintenance Easement: *Commencing at a point lying on the centerline of the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project at station 17+86.91, said point also being station 510+13.64 on the centerline of Outfall Ditch No. 2; thence South 72° 39' 54" West, along the centerline of Outfall Ditch No. 2, for a distance of 87.99 feet to the intersection with the proposed West right-of-way Line of the Johnny Breaux Road Extension, said point lying in a tangent curve to the right, having a radius of 2250.00 feet; thence Northerly, along said tangent curve to the right, for an arc length distance of 32.98 feet to the Point of Beginning of herein described tract, said curve having a chord which bears North 07° 13' 31" East, a distance of 32.98 feet; thence South 72° 39' 54" West, for a distance of 899.36 feet; thence North 17° 20' 06" West, for a distance of 20.00 feet; thence North 72° 39' 54" East, for a distance of 908.80 feet to a point on the aforesaid proposed West right-of-way Line of the Johnny Breaux Road Extension, said point lying in a tangent curve to the left having a radius of 2250.00 feet; thence Southerly, along said tangent curve to the left, for an arc length distance of 22.12 feet to the Point of Beginning, said curve having a chord which bears South 07°55' 37" West, a distance of 22.11 feet. All of which comprises the Required Drainage Maintenance Easement for Drainage Outfall No. 2 as shown on Sheet Number 1 of the drainage easement maps for the Calcasieu Parish Police Jury Johnny Breaux Road Extension Project and contains an area of 18,081.14 square feet or 0.415 acres, more or less.*

BE IT FURTHER AND FINALLY RESOLVED that the President of the Police Jury, or his designee, when appropriate, is authorized to execute all documents related thereto.

THUS DONE AND PASSED on the date above inscribed.

* * * * * * * * * * * *

STATE OF LOUISIANA
PARISH OF CALCASIEU

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original resolution as adopted by the Calcasieu Parish Police Jury in Regular Session convened on the 3rd day of May, 2018.

IN TESTIMONY WHEREOF, witness my official signature and the seal of the Parish of Calcasieu, Louisiana, on this the 4th day of May, 2018.

Kathy P. Smith

Kathy P. Smith, Parish Secretary

(4) 5

AMENDMENT OF RIGHT-OF-WAY CONTRACT

STATE OF LOUISIANA §
§ KNOW ALL MEN BY THESE PRESENTS:
PARISH OF CALCASIEU §

WHEREAS, on the 29th day of October, 2015, VINTON HARBOR and TERMINAL DISTRICT executed and delivered to PHILLIPS 66 PIPELINE LLC, its successors and assigns, (hereinafter "Company"), a Right-of-Way Contract covering the following described lands in Calcasieu Parish, State of Louisiana, to wit:

South half (S/2) of Section 26, Township 10 South, Range 12 West being described by three Tracts of land each by metes and bounds and being recorded in Book 3892, Page 657, File # 3106892 in the Conveyance Records of Calcasieu Parish, Louisiana

Said Right-of-Way Contract being filed of record in Book 4049 at Page 815 of the Conveyance Records of Calcasieu Parish, Louisiana (the "Right-of-Way Contract"); and

WHEREAS, Vinton Harbor and Terminal District (hereinafter "Landowner", whether one or more), represents that Landowner is the present owner of the above described land that is subject to the Right-of-Way Contract; and

WHEREAS, Landowner and Company mutually desire to amend the Right-of-Way Contract in the manner hereinafter stated.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, Landowner and Company do hereby agree to amend the Right-of-Way Contract as follows:

EXHIBITS "A", and "B", attached hereto shall replace the EXHIBITS "A", "B", attached to said Right-of-Way Contract being amended as to the surface site and access road only.

Nothing contained herein shall be construed as releasing any rights or privileges under said Right-of-Way Contract. All terms and conditions contained in the Right-of-Way Contract applicable to the easement rights granted therein shall apply with equal force and effect to the easement rights granted in this Amendment.

Company shall have the right, from time to time, to assign the rights granted hereunder in whole or in part.

Except as specifically amended herein, all terms and conditions in the Right-of-Way Contract shall remain in full force and effect. The provisions hereof shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 29th day of October, 2015 (the "Effective Date").

WITNESSES:

LANDOWNER:

Vinton Harbor and Terminal District

Angela P. Chine

Sharon L Allured

By: Jerry Merchant
Jerry Merchant, President of the Board

WITNESSES:

Rick D. Alt

Joni Clark

COMPANY

PHILLIPS 66 PIPELINE LLC

by: _____
James P. Journeycake, attorney-in-fact

STATE OF LOUISIANA §
§
PARISH OF CALCASIEU §

This instrument was acknowledgfed before me on this 29th day of October, 2015, by Jerry Merchant, President of the Board on behalf of Vinton Harbor and Terminal District and in the capacity therein stated.

_____
Notary Public in and for the State of Louisiana

My commission is for Life:

JOSEPH A. DELAFIELD
Bar Roll No. 04824
Calcasieu Parish, LA

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 18 day of November, 2015, before me the undersigned officer, personally appeared James P. Journeycake, known to me to be the person whose name is subscribed as Attorney-in-Fact of Phillips 66 Pipeline LLC, and acknowledged that he, as such Attorney-in Fact, being authorized so to do, executed the foregoing instrument as the act of his principal for the purposes therein contained, by signing the name of the said Phillips 66 Pipeline LLC by himself as Attorney-in-Fact.

ANNA T. BERGERON
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
03-15-2017

_____
NOTARY PUBLIC in and for the State of Texas

EXHIBIT "A"

VINTON HARBOR AND TERMINAL DISTRICT

42' X 80' SITE:

Description of a forty two (42') by eighty (80') Site, situated in Calcasieu Parish, Section 26, T10S-R12W, Louisiana, being across a portion of a tract of land out of the southwest ¼ of Section 26, Township 10 South, Range 12 West, as described in deed to Vinton Harbor And Terminal District, recorded in Book 3892, Page 657 of the Conveyance Records of Calcasieu Parish, Louisiana. Said Site, (SEE EXHIBIT "B" FOR FURTHER CLARIFICATION), being more particularly described as follows:

COMMENCING at a 4" concrete pipe found for the southwest corner of said Section 26, Township 10 South, Range 12 West (N: 10945032.39, E: 1459994.64).

THENCE with the west line of the southwest ¼ of said Section 26, Township 10 South, Range 12 West, North 00° 27' 57" West, a distance of 2424.85 feet, and North 90° 00' 00" East, a distance of 99.06 feet to the POINT OF BEGINNING (N: 10947457.16, E: 1460073.98) and southwest corner of the herein described 42' X 80' Site;

THENCE North 12° 35' 41" East, along the west line of said Site, at a distance of 23.00 feet, pass the south corner of the Permanent Access Easement to be hereinafter described, in all a distance of 42.00 feet to the northwest corner of this Site;

THENCE South 77° 24' 19" East, along the north line of this Site, a distance of 80.00 feet to the northeast corner of this Site;

THENCE South 12° 35' 41" West, along the east line of this Site, a distance of 42.00 feet to the southeast corner of this Site;

THENCE North 77° 24' 19" West, along the south line of this Site, a distance of 80.00 feet to the POINT OF BEGINNING and containing 0.08 acres of land, more or less.

PERMANENT ACCESS ROAD:

Description of a Permanent Access Road, being situated in Calcasieu Parish, Section 26, T10S-R12W, Louisiana, being across a portion of a tract of land out of the southwest ¼ of Section 26, Township 10 South, Range 12 West, as described in deed to Vinton Harbor And Terminal District, recorded in Book 3892, Page 657 of the Conveyance Records of Calcasieu Parish, Louisiana; Said Access Road, (SEE EXHIBIT "B" FOR FURTHER CLARIFICATION) being more particularly described as follows:

COMMENCING at a 4" concrete pipe found for the southwest corner of said Section 26, Township 10 South, Range 12 West (N: 10945032.39, E: 1459994.64);

THENCE along the west line of said Section 26, North 00° 27' 57" West, a distance of 2424.85 feet and North 90° 00' 00" East, a distance of 99.06 feet for the west corner of the heretofore described 42' X 80' Site, and North 12° 35' 41" East, along the west line of said Site, a distance of 23.00 feet to the POINT OF BEGINNING (N: 10947479.61, E: 1460078.99) and south corner of the herein described Permanent Access Road;

THENCE North 77° 24' 19" West, a distance of 27.04 feet to the beginning of a curve to the right;

THENCE in a northwesterly direction 76.21 feet along the arc of a curve to the right, having a radius of 62.00 feet, whose chord bears North 42° 11' 24" West, a distance of 71.50 feet; North 06° 58' 29' West, a distance of 43.44 feet to the beginning of a curve to the right;

THENCE northeasterly direction 17.15 feet along the arc of a curve to the right, having a radius of 62.00 feet, whose chord bears North 00° 56' 56" East, a distance of 17.09 feet; North 08° 52' 21" East, a distance of 42.84 feet; South 81° 07' 39" East, along aforesaid line, a distance of 24.00 feet;

THENCE South 08° 52' 21" West, a distance of 42.84 feet to a beginning of a curve to the left;

THENCE 10.51 feet along the arc of said curve to the left, having a radius of 38.00 feet, whose chord bears South 00° 56' 56" West, a distance of 10.48 feet; South 06° 58' 29" East, a distance of 49.81 feet to the beginning of a curve to the left;

THENCE 46.71 feet along the arc of said curve to the left, having a radius of 38.00 feet, whose chord bears South 42° 11' 24" East, a distance of 43.83; South 77° 24' 19" East, a distance of 24.91 feet; South 12° 35' 41" West, a distance of 18.00 feet to the POINT OF BEGINNING and containing 0.10 acres of land, more or less.

All bearings and distances shown herein are grid, based upon UTM, Zone 15, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Willbros Engineers (US) LLC conducted in August 2014 through January 2015.

For reference and further information see Exhibit "B" drawing number LA-CA-047.001 Rev 1

Beth A. Braun 10-2-15

Beth A. Braun
Professional Land Surveyor
Louisiana Registration No. 4975
Willbros Engineers, (U.S.) LLC
5723 University Heights Blvd. Suite 400
San Antonio, TX 78249
(210) 399-2300

STATE OF LOUISIANA
BETH A. BRAUN
License No. 4975
PROFESSIONAL
LAND SURVEYOR

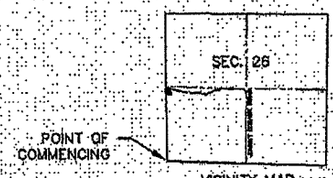
EXHIBIT "B"

CALCASIEU PARISH, LOUISIANA

SECTION 26, T10S–R12W

LEGEND

FND.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
P.E.R.W.	PERMANENT EASEMENT & RIGHT OF WAY
A.T.W.S.	ADDITIONAL TEMPORARY WORKSPACE
N.T.S.	NOT TO SCALE
R.O.W.	RIGHT OF WAY
C.F.N.	CLERK FILE NUMBER
—R—	PROPERTY LINE
	PERMANENT EASEMENT

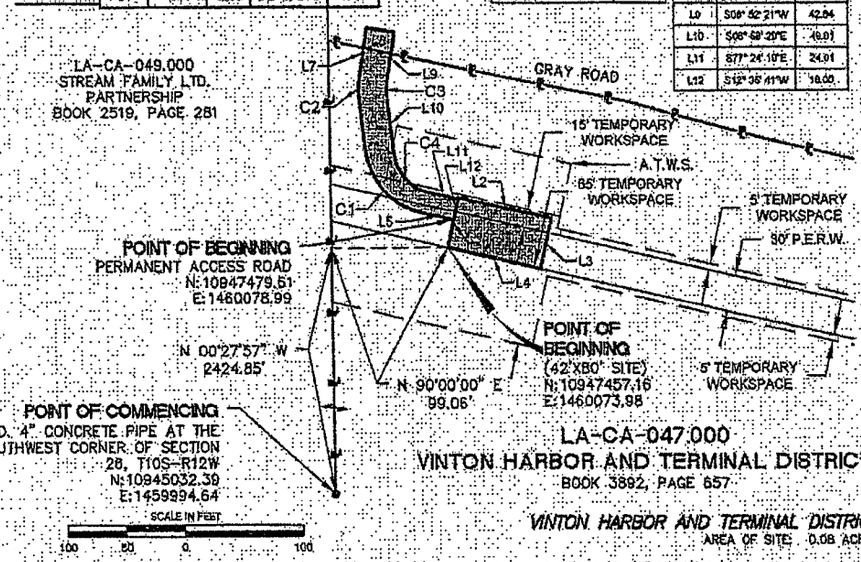


VICINITY MAP
N.T.S.

Curve Table				
Curve #	Arc Length	Radius	Chord Bearing	Distance
C1	76.31	62.00	N42°11'24"W	71.60
C2	17.16	62.00	N03°56'56"E	17.09
C3	10.51	38.00	S03°56'56"W	10.48
C4	46.71	30.00	S42°11'24"E	43.83

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N12°35'41"E	62.00
L2	S77°24'19"E	60.00
L3	S12°35'41"W	42.00
L4	N77°24'19"W	80.00

LINE TABLE		
LINE #	BEARING	LENGTH
L5	N77°24'19"W	27.04
L6	N08°59'29"W	43.44
L7	N08°52'21"E	42.64
L8	S81°07'39"E	24.00
L9	S08°52'21"W	42.64
L10	S08°59'29"E	19.01
L11	S77°24'19"E	24.01
L12	S12°35'41"W	19.00



LA-CA-047.000
VINTON HARBOR AND TERMINAL DISTRICT
BOOK 3892, PAGE 657

VINTON HARBOR AND TERMINAL DISTRICT
AREA OF SITE: 0.08 ACRES

AREA OF PERMANENT ACCESS ROAD: 0.10 ACRES

NOTES:

1. ALL BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE GRID BASED UPON UTM ZONE 15, NORTH AMERICAN DATUM OF 1983, US SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY WILLBROS ENGINEERS (U.S.) LLC. IN AUGUST 2014 THROUGH JANUARY 2015.
2. THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, WAS DETERMINED WITHOUT BENEFIT OF A 30 YEAR LIMITED TITLE CERTIFICATE AND IS BASED UPON DEEDS PROVIDED BY OTHERS. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
3. IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.
4. THE SOLE PURPOSE OF THIS DOCUMENT IS TO ESTABLISH A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT ACQUISITION FOR A PIPELINE.
5. SEE EXHIBIT "A" FOR MORE DETAILED DESCRIPTION.

STATE OF LOUISIANA
BETH A. BRAUN
License No. 4975
PROFESSIONAL
LAND SURVEYOR

THIS PLAT REPRESENTS MY SURVEY AND IS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE 46, PART LXI, SECTION 2909 ROUTE SURVEY. THIS SURVEY WAS CONDUCTED UNDER MY SUPERVISION AND CONTROL.

Beth A. Braun 10-2-15
BETH A. BRAUN
PROFESSIONAL LAND SURVEYOR
LOUISIANA REGISTRATION NO. 4975
SURVEY FIRM LICENSE NO. VFD000712.

DRAWN	BG	DATE	10/01/15
CHECKED	RG	DATE	10/01/15
APP'D	BAB	DATE	10/01/15
SCALE	1"=100'	PAGE	1 OF 1

REV#	DATE	DESC.
1	10/01/15	REVISE ACCESS ROAD AND VALVE SITE

JOB NO. 52647

PHILLIPS 66

WILLBROS ENGINEERS (U.S.) LLC
5723 University Heights Blvd, Suite 400
San Antonio, TX 78249
(210) 399-2300

EASEMENT PLAT

PHILLIPS 66
PERMANENT EASEMENT & RIGHT OF WAY
ACROSS THE PROPERTY OF
VINTON HARBOR AND TERMINAL DISTRICT
CALCASIEU PARISH, LOUISIANA

DRAWING NO. LA-CA-047.001 REV. 1

(13)
1-5

RIGHT-OF-WAY CONTRACT

STATE OF LOUISIANA §
§
PARISH OF CALCASIEU §

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, VINTON HARBOR and TERMINAL DISTRICT, herein referred to as "Grantor" whether one or more, does hereby grant unto PHILLIPS 66 PIPELINE LLC, and all subsidiary and affiliated companies, their successors and assigns, herein referred to as "Grantee", a right-of-way for the right from time to time to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, relay, relocate, mark, remove one (1) pipeline; two (2) above ground valves as specified below; appurtenances; cathodic protection equipment, including the necessary electric rectifiers mounted above ground on poles with wires connecting to a source of AC or DC electricity, generators; ground beds, cables and deep wells; communication lines; electric lines and appurtenances; and fences and structures to enclose above ground facilities at the sole discretion of Grantee (all of the above herein being collectively referred to as "Facilities"), over, through, upon, under and across the following described lands in Calcasieu Parish, State of Louisiana, to wit:

South half (S/2) of Section 26, Township 10 South, Range 12 West, and being more fully described as three tracts of land in that certain deed recorded in Book 3892, Page 657, File #3106892 in the Conveyance Records of Calcasieu Parish, Louisiana

The right-of-way herein granted shall be thirty feet (30') in width, the approximate route of which is more generally described in EXHIBITS "A" and "B", attached hereto and made a part hereof, together with additional work space as needed for construction, maintenance, repair, inspection, removal and replacement of Facilities.

Grantor further grants and conveys unto Grantee the right of unimpaired ingress and egress on, over, across and through the above-described lands including lands owned, leased or claimed by Grantor which are adjacent or contiguous thereto, including the right to use existing roads on the above described lands, for all purposes necessary or incidental to the exercise of the rights herein granted, with the further right to clear all trees, undergrowth, brush, structures and other obstructions from the herein granted right-of-way. Grantor shall not impound water or build, construct, create or install, nor permit others to impound water or build, construct, create or install, any buildings, structures, fences, trees, engineering works, or any obstructions whatsoever on the herein granted right-of-way, and Grantor will not change the grade of the right-of-way without the express written consent of Grantee. Grantee agrees to bury the pipe to a depth of at least seventy-two inches (72")' from the top of the pipe to the existing surface except under the canal where the pipeline will be at least thirty-five feet (35') below mean sea level of the Vinton Navigation Channel.

Attached to this Easement are three (3) drawings of Access Road Typical Sections, Vinton Harbor & Terminal District, Calcasieu Parish, Louisiana (the"Grantor"), prepared by the Port's engineer, Lancon Engineers, Inc., dated April 27, 2015, at the request of Grantor. It is acknowledged, agreed and understood by Grantor and Grantee, Grantee shall pay the full sum of Twenty thousand and No/100 Dollars ($20,000.00) to Grantor representing the full cost of two (2) road crossings to be constructed ii the future by Grantor over Grantee's pipeline. In the event Grantee's engineers in the future require Grantor to use different or additional plans and/or specifications for two (2) future road crossings of Grantee's pipeline, which additional plans and/or specifications require Grantor to expend more than the sum paid to Grantor by Grantee herein, then and in that event, Grantee shall pay to Grantor within thirty (30) days, the difference in the sum paid to Grantor herein and the actual costs of the two (2) road crossings.

Grantor agrees that any payment made hereunder by Grantee for the right-of-way includes full payment for all construction damages, except damages to growing crops. Grantee agrees to pay a reasonable sum for any actual damage which may be done by Grantee to Grantor's growing crops, if any,

located outside of the boundaries of the right-of-way, and to fences of Grantor caused by Grantee's maintenance operations; provided, however, that Grantee shall not be liable to Grantor for any damages caused on the right-of-way by keeping said right-of-way clear of trees, undergrowth, brush or obstructions in the exercise of the rights herein granted. Any payment due under this Right-of-Way Contract may be made directly to any Grantor if there be more than one.

Grantor expressly reserves the right to cross the right of way with its own installations and/or to authorize crossings by others; any such installations, however, shall be installed and used in a manner and at locations jointly agreed to in advance by Grantor and Grantee, and further shall be maintained in such manner as will not materially interfere or impair the normal efficiency of operations of the Grantee's installations and be consistent with pipeline safety.

Grantee shall have the right to construct two (2) fifty foot (50') by ninety foot (90') valve installations along with a permanent access road from Johnny Breaux Road as shown on the attached plats marked as Exhibit "A" and "B" and made a part hereof. Grantee shall also fence the valve sites using a slotted fencing material that would obscure the valve installation from public view.

In the event that the facilities of Grantee are not maintained for a continuous period of two (2) years, then Grantee shall have no further rights in the herein described property, and within a reasonable length of time and at Grantor's written request, Grantee shall remove its facilities and restore the surface, as near as reasonably possible, to its condition prior to the construction of facilities. Upon receipt of a written request from Grantor, Grantee shall within six months after the removal of facilities execute and record a release of all its right, title and interest in and to the right-of-way.

Grantee shall restore the contour of the right-of-way, as near as reasonably practical to do so, upon completion of all construction, maintenance, replacement or removal operations.

Grantor shall have the right to fully use and enjoy said premises except as to the rights herein before granted and subject to the restrictions set forth herein.

The provisions of this Right-of-Way Contract are to be considered a covenant that runs with the land herein described, and the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto. The right-of-way and rights herein granted may be transferred, leased or assigned, from time to time, in whole or in part, and the rights herein granted, or any of them, may be exercised by any or all of the Grantees, their successors and/or assigns, either jointly or separately.

This Right-of-Way Contract may be signed in counterparts with the same effect as if each executing party signed one instrument.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the 6th day of May, 2015 (the "Effective Date").

WITNESSES:

Brenda Delafield

Sharon Allured

GRANTOR:

Vinton Harbor and Terminal District

By: Charles W. Broussard

Charles W. Broussard, President of the Board

WITNESSES:

GRANTEE:

PHILLIPS 66 PIPELINE LLC

James P. Journeycake

Printed Name

Attorney In Fact

Title

STATE OF LOUISIANA §
§
PARISH OF CALCASIEU §

This instrument was acknowledgfed before me on this 6th day of May, 2015, by Charles W. Broussard, President of the Board on behalf of Vinton Harbor and Terminal District and in the capacity therein stated.

Notary Public in and for the State of Louisiana

My commission is for Life:

JOSEPH A. DELAFIELD
Bar Roll No. 04824
Calcasieu Parish, LA

STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this 15th day of May, 2015, before me, Anna T. Bergeron the undersigned officer, personally appeared James P. Journeycake, known to me (or satisfactorily proven) to be the person whose name is subscribed as ATTORNEY IN FACT, of PHILLIPS 66 PIPELINE LLC, and acknowledged that he as such ATTORNEY IN FACT, being authorized so to do, executed the foregoing instrument as the act of his principal for the purposes therein contained, by signing the name of the said PHILLIPS 66 PIPELINE LLC by himself as ATTORNEY IN FACT.

Notary Public in and for the State of Texas

ANNA T. BERGERON
Notary Public, State of Texas
My Commission Expires
March 15, 2017

EXHIBIT "A"

VINTON HARBOR AND TERMINAL DISTRICT

30' WIDE PERMANENT EASEMENT:

Description of a Thirty (30') foot wide Permanent Easement and Right of Way (R.O.W.) situated in Calcasieu Parish, Section 26, T10S-R12W, Louisiana, being across a portion of a tract of land out of the southwest ¼ of Section 26, Township 10 South, Range 12 West, as described in deed to Vinton Harbor And Terminal District, recorded in Book 3892, Page 657 of the Conveyance Records of Calcasieu Parish, Louisiana. Said Thirty (30') foot wide Permanent Easement and Right of Way (R.O.W.), **(SEE EXHIBIT "B" FOR FURTHER CLARIFICATION)**, *being more particularly described as follows:*

COMMENCING at a PK Nail found for the occupied northeast corner of the southwest ¼ corner of Section 26, Township 10 South, Range 12 West (N:10947606.31, E:1462931.68).

THENCE with the east line of the southwest ¼ of said Section 26, Township 10 South, Range 12 West, South 00° 54' 52" West, a distance of 341.42 feet, and South 89° 34' 15" West, a distance of 30.01 feet to the **POINT OF BEGINNING** (N: 10947264.71, E: 1462896.23) of the centerline of the herein described Thirty (30') foot wide Permanent Easement and Right of Way (R.O.W.);

THENCE over a portion of the above referenced Vinton Harbor And Terminal District Tract, the following twelve (12) calls:

1) South 89° 34' 15" West, a distance of 130.54 feet to a point;
2) North 89° 32' 38" West, a distance of 923.45 feet to a point;
3) North 89° 28' 51" West, a distance of 653.18 feet to a point;
4) North 88° 35' 40" West, a distance of 49.51 feet to a point;
5) North 86° 49' 17" West, a distance of 49.51 feet to a point;
6) North 85° 02' 54" West, a distance of 49.51 feet to a point;
7) North 83° 16' 31" West, a distance of 49.51 feet to a point;
8) North 81° 30' 08" West, a distance of 49.51 feet to a point;
9) North 80° 36' 56" West, a distance of 302.32 feet to a point;
10) North 79° 48' 47" West, a distance of 44.82 feet to a point;
11) North 78° 12' 28" West, a distance of 44.82 feet to a point;
12) North 77° 24' 19" West, a distance of 596.19 feet to the **POINT OF TERMINATION** (N: 10947494.73, E: 1459974.62), same being in the west line of the aforesaid Vinton Harbor And Terminal District Tract and said Section 26; from which a 4" concrete pipe found for the southwest corner of said Section 26 bears, South 00° 27' 57" East, a distance of 2462.42 feet; said Thirty (30') foot wide Permanent Easement and Right of Way (R.O.W.) containing 2.03 acres of land, more or less and being centered in the described land.

TEMPORARY WORK SPACE:

A fifteen (15') foot wide strip parallel with and adjacent to north boundary of the above described Permanent Easement and (R.O.W.), a five (5') foot wide strip parallel with and adjacent to north boundary of the above described Permanent Easement and (R.O.W.), a sixty-five (65') foot wide strip parallel with and adjacent to the south boundary of the above described Permanent Easement and (R.O.W.), and a five (5') foot wide strip parallel with and adjacent to the south boundary of the above described Permanent Easement and (R.O.W.), **(SEE EXHIBIT "B" FOR FURTHER CLARIFICATION)**, extending or shortening the side lines of the Temporary Work Space to intersect with the boundary lines of the aforesaid Vinton Harbor And Terminal District Tract, recorded in Book 3892, Page 657 of the Conveyance Records of Calcasieu Parish, Louisiana, and containing 2.81 acres of land more or less.

ADDITIONAL TEMPORARY WORK SPACE:

Areas of Additional Temporary Work Space, **(SEE EXHIBIT "B" FOR FURTHER CLARIFICATION)**, containing 0.50 acres of land more or less.

All bearings and distances shown herein are grid, based upon UTM, Zone 15, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Willbros Engineers (US) LLC conducted in August 2014 through January 2015.

For reference and further information see Exhibit "A" drawing number LA-CA-047.00 REV 1

Beth A. Braun 4/20/15

Beth A. Braun.
Professional Land Surveyor
Louisiana Registration No. 4975
Willbros Engineers, (U.S.) LLC
5723 University Heights Blvd, Suite 400
San Antonio, TX 78249
(210) 399-2300

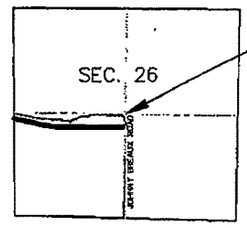
STATE OF LOUISIANA
BETH A. BRAUN
License No. 4975
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"

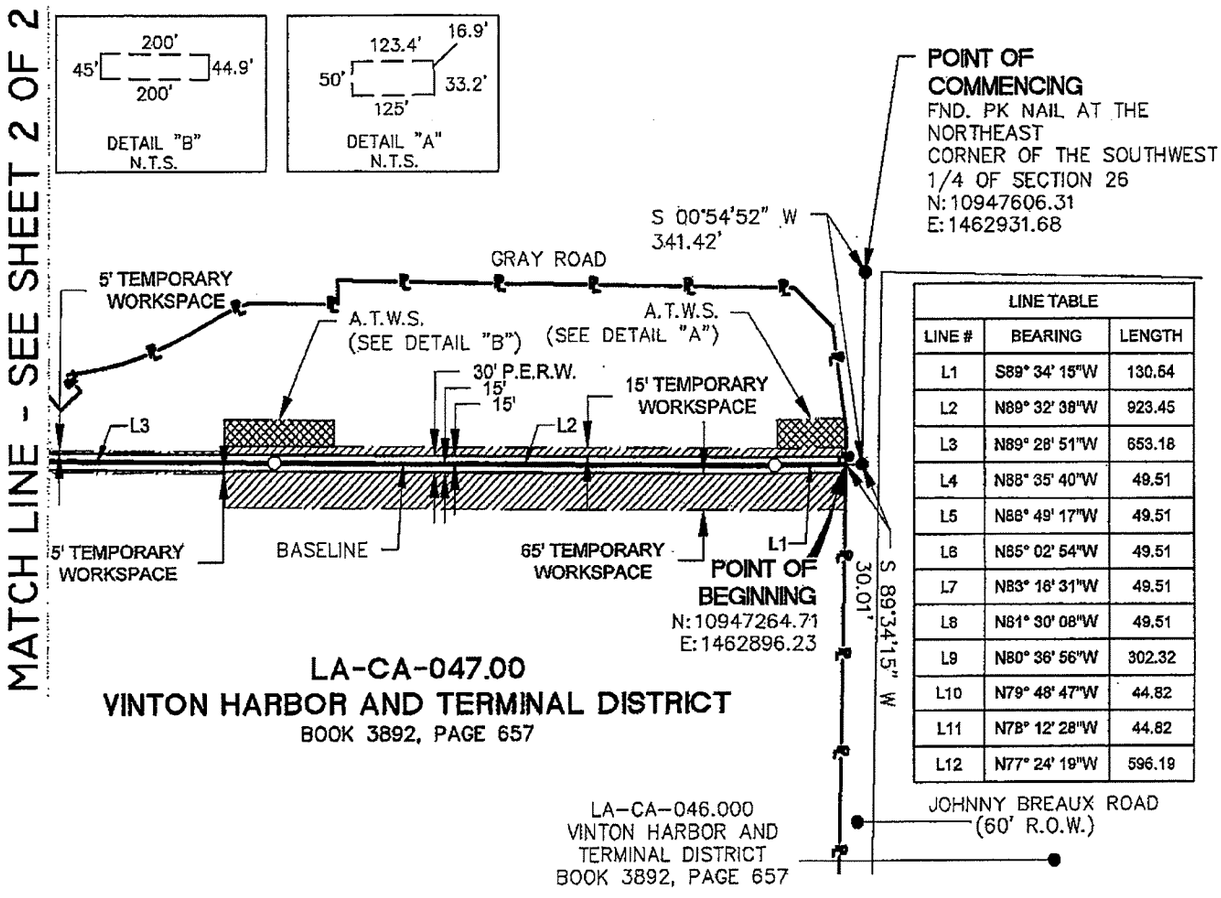
CALCASIEU PARISH, LOUISIANA
SECTION 26, T10S–R12W

LEGEND

FND.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
P.E.R.W.	PERMANENT EASEMENT & RIGHT OF WAY
A.T.W.S.	ADDITIONAL TEMPORARY WORKSPACE
N.T.S.	NOT TO SCALE
R.O.W.	RIGHT OF WAY
C.F.N.	CLERK FILE NUMBER
—PL—	PROPERTY LINE
	PERMANENT EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE



VICINITY MAP
N.T.S.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89° 34' 15"W	130.64
L2	N89° 32' 38"W	923.45
L3	N89° 28' 51"W	653.18
L4	N88° 35' 40"W	49.51
L5	N86° 49' 17"W	49.51
L6	N85° 02' 54"W	49.51
L7	N83° 16' 31"W	49.51
L8	N81° 30' 08"W	49.51
L9	N80° 36' 56"W	302.32
L10	N79° 48' 47"W	44.82
L11	N78° 12' 28"W	44.82
L12	N77° 24' 19"W	596.19

SCALE IN FEET
300 150 0 300

VINTON HARBOR AND TERMINAL DISTRICT

TOTAL DISTANCE ACROSS PROPERTY:	2942.87 FEET
OR:	178.36 RODS
AREA OF PERMANENT EASEMENT:	2.03 ACRES
AREA OF TEMPORARY WORKSPACE:	2.81 ACRES
AREA OF ADDITIONAL TEMPORARY WORKSPACE:	0.50 ACRES

NOTES

1. ALL BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE GRID BASED UPON UTM ZONE 15, NORTH AMERICAN DATUM OF 1983, US SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY WILLBROS ENGINEERS (U.S.) LLC. IN AUGUST 2014 THROUGH JANUARY 2015.
2. THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, WAS DETERMINED WITHOUT BENEFIT OF A 30 YEAR LIMITED TITLE CERTIFICATE AND IS BASED UPON DEEDS PROVIDED BY OTHERS. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
3. IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.
4. THE SOLE PURPOSE OF THIS DOCUMENT IS TO ESTABLISH A BASELINE. MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT ACQUISITION FOR A PIPELINE.
5. SEE EXHIBIT "A" FOR MORE DETAILED DESCRIPTION.

STATE OF LOUISIANA
BETH A. BRAUN
License No. 4975
PROFESSIONAL
LAND SURVEYOR

THIS PLAT REPRESENTS MY SURVEY AND IS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE 46, PART LXI, SECTION 2909 ROUTE SURVEY. THIS SURVEY WAS CONDUCTED UNDER MY SUPERVISION AND CONTROL.

Beth A. Braun 4/20/15
BETH A. BRAUN
PROFESSIONAL LAND SURVEYOR
LOUISIANA REGISTRATION NO. 4975
SURVEY FIRM LICENSE No. VF0000712

DRAWN	JCH	DATE	01/29/15
CHECKED	BG	DATE	01/29/15
APP'D	BAB	DATE	01/29/15
SCALE	1"=300'	PAGE	1 OF 2

REV#	DATE	DESC.
1	04/17/15	ADDED ACCESS ROAD & VALVE SITE

JOB NO. 52647

PHILLIPS 66

WILLBROS ENGINEERS (U.S.) LLC
5723 University Heights Blvd, Suite 400
San Antonio, TX 78249
(210) 399-2300

EASEMENT PLAT

PHILLIPS 66
PERMANENT EASEMENT & RIGHT OF WAY
ACROSS THE PROPERTY OF
VINTON HARBOR AND TERMINAL DISTRICT
CALCASIEU PARISH, LOUISIANA

DRAWING NO. LA-CA-047.00 REV. 1

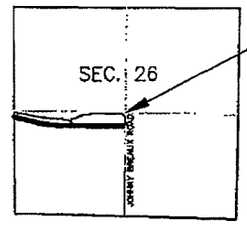
EXHIBIT "B"

CALCASIEU PARISH, LOUISIANA

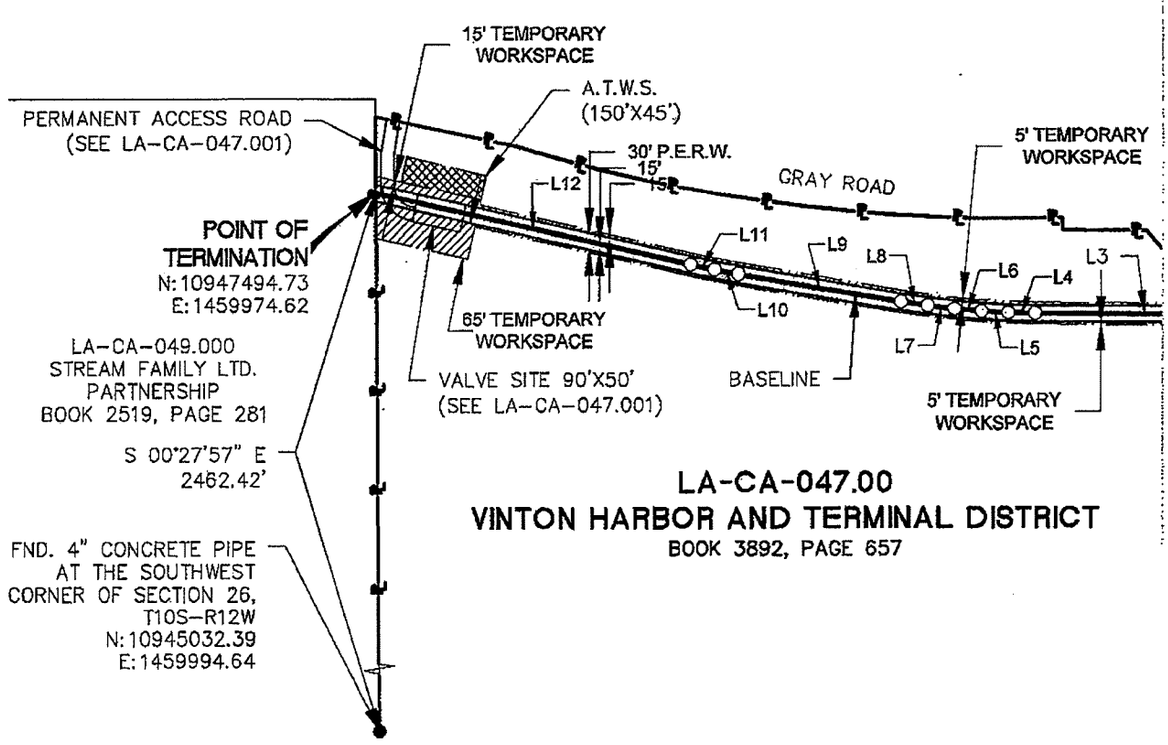
SECTION 26, T10S–R12W

LEGEND

FND.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
P.E.R.W.	PERMANENT EASEMENT & RIGHT OF WAY
A.T.W.S.	ADDITIONAL TEMPORARY WORKSPACE
N.T.S.	NOT TO SCALE
R.O.W.	RIGHT OF WAY
C.F.N.	CLERK FILE NUMBER
—℄—	PROPERTY LINE
	PERMANENT EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE



VICINITY MAP
N.T.S.



SCALE IN FEET

300 150 0 300

VINTON HARBOR AND TERMINAL DISTRICT

TOTAL DISTANCE ACROSS PROPERTY:	2942.87 FEET
OR:	178.36 RODS
AREA OF PERMANENT EASEMENT:	2.03 ACRES
AREA OF TEMPORARY WORKSPACE:	2.81 ACRES
AREA OF ADDITIONAL TEMPORARY WORKSPACE:	0.50 ACRES

NOTES

1. ALL BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE GRID BASED UPON UTM ZONE 15, NORTH AMERICAN DATUM OF 1983, US SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY WILLBROS ENGINEERS (U.S.) LLC. IN AUGUST 2014 THROUGH JANUARY 2015.
2. THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, WAS DETERMINED WITHOUT BENEFIT OF A 30 YEAR LIMITED TITLE CERTIFICATE AND IS BASED UPON DEEDS PROVIDED BY OTHERS. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
3. IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.
4. THE SOLE PURPOSE OF THIS DOCUMENT IS TO ESTABLISH A BASELINE. MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT ACQUISITION FOR A PIPELINE.
5. SEE EXHIBIT "A" FOR MORE DETAILED DESCRIPTION.

STATE OF LOUISIANA
BETH A. BRAUN
License No. 4975
PROFESSIONAL
LAND SURVEYOR

THIS PLAT REPRESENTS MY SURVEY AND IS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE 46, PART LXI, SECTION 2909 ROUTE SURVEY. THIS SURVEY WAS CONDUCTED UNDER MY SUPERVISION AND CONTROL.

Beth A. Braun 4/22/15

BETH A. BRAUN
PROFESSIONAL LAND SURVEYOR
LOUISIANA REGISTRATION NO. 4975
SURVEY FIRM LICENSE No. VF0000712

DRAWN	JCH	DATE	01/29/15
CHECKED	BG	DATE	01/29/15
APP'D	BAB	DATE	01/29/15
SCALE	1"=300'	PAGE	2 OF 2

REV#	DATE	DESC.
1	04/17/15	ADDED ACCESS ROAD & VALVE SITE

JOB NO. 52647

PHILLIPS 66

WILLBROS ENGINEERS (U.S.) LLC
5723 University Heights Blvd, Suite 400
San Antonio, TX 78249
(210) 399-2300

EASEMENT PLAT

PHILLIPS 66
PERMANENT EASEMENT & RIGHT OF WAY
ACROSS THE PROPERTY OF
VINTON HARBOR AND TERMINAL DISTRICT
CALCASIEU PARISH, LOUISIANA

DRAWING NO. LA-CA-047.00

REV. 1

EXHIBIT "B"

VINTON HARBOR AND TERMINAL DISTRICT

30' WIDE PERMANENT EASEMENT:

Description of a Thirty (30') foot wide Permanent Easement and Right of Way (R.O.W.) situated in Calcasieu Parish, Section 30, T10S-R12W, Louisiana, being across a portion of a tract of land out of the southeast ¼ of Section 26, Township 10 South, Range 12 West, as described in deed to Vinton Harbor And Terminal District, recorded in Book 3892, Page 657 of the Conveyance Records of Calcasieu Parish, Louisiana. Said Thirty (30') foot wide Permanent Easement and Right of Way (R.O.W.), **(SEE EXHIBIT "B" FOR FURTHER CLARIFICATION)**, being more particularly described as follows:

COMMENCING at a PK Nail found for the occupied east ¼ corner of Section 26, Township 10 South, Range 12 West.

THENCE with the east line of the southeast ¼ of Section 26, Township 10 South, Range 12 West, South 00° 05' 28" West, a distance of 303.07 feet to the **POINT OF BEGINNING** (N: 10947253.08, E: 1465461.49) of the centerline of the herein described Thirty (30') foot wide Permanent Easement and Right of Way (R.O.W.);

THENCE over a portion of the above referenced Vinton Harbor And Terminal District Tract, North 89° 29' 26" West, a distance of 1882.68 feet to a point, and South 89° 34' 15" West, a distance of 622.65 feet to the **POINT OF TERMINATION** (N: 10947265.16, E: 1462956.24), same being in the west line of the aforesaid Vinton Harbor And Terminal District Tract; from which a PK Nail found for the northwest corner of the southeast ¼ of Section 26 bears, North 00° 54' 52" East, a distance of 340.60 feet, and North 00° 51' 52" West, a distance of 30.00 feet; said Thirty (30') foot wide Permanent Easement and Right of Way (R.O.W.) containing 1.73 acres of land, more or less and being centered in the described land.

TEMPORARY WORK SPACE:

A fifteen (15') foot wide strip parallel with and adjacent to north boundary of the above described Permanent Easement and (R.O.W.) and a sixty-five (65') foot wide strip parallel with and adjacent to the south boundary of the above described Permanent Easement and (R.O.W.), **(SEE EXHIBIT "B" FOR FURTHER CLARIFICATION)**, extending or shortening the side lines of the Temporary Work Space to intersect with the boundary lines of the aforesaid Vinton Harbor And Terminal District Tract, recorded in Book 3892, Page 657 of the Conveyance Records of Calcasieu Parish, Louisiana, and containing 4.60 acres of land more or less.

ADDITIONAL TEMPORARY WORK SPACE:

Areas of Additional Temporary Work Space, **(SEE EXHIBIT "B" FOR FURTHER CLARIFICATION)**, containing 0.22 acres of land more or less.

All bearings and distances shown herein are grid, based upon UTM, Zone 15, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Willbros Engineers (US) LLC conducted in February 2015 through January 2015.

For reference and further information see Exhibit "A" drawing number LA-CA-046.00 REV 2

Beth A. Braun 4/20/15

Beth A. Braun.
Professional Land Surveyor
Louisiana Registration No. 4975
Willbros Engineers, (U.S.) LLC
5723 University Heights Blvd, Suite 400
San Antonio, TX 78249
(210) 399-2300

STATE OF LOUISIANA
BETH A. BRAUN
License No. 4975
PROFESSIONAL
LAND SURVEYOR

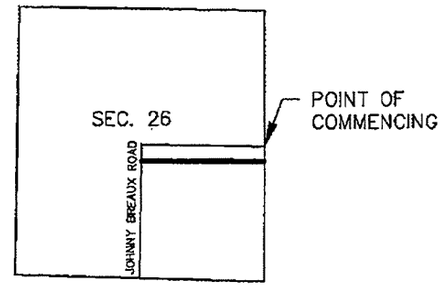
EXHIBIT "B"

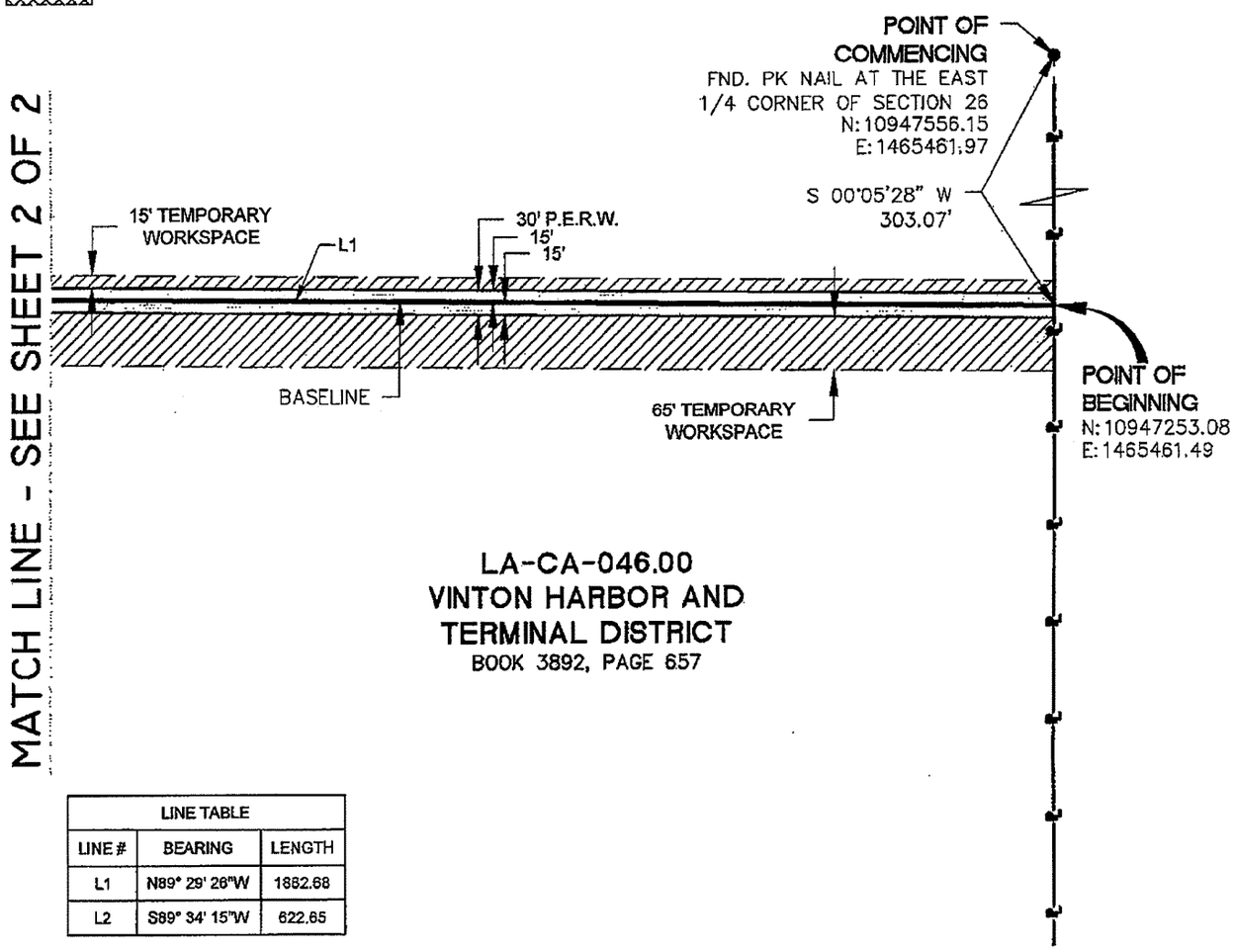
CALCASIEU PARISH, LOUISIANA
SECTION 26, T10S–R12W

LEGEND

FND.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
P.E.R.W.	PERMANENT EASEMENT & RIGHT OF WAY
A.T.W.S.	ADDITIONAL TEMPORARY WORKSPACE
N.T.S.	NOT TO SCALE
R.O.W.	RIGHT OF WAY
—℄—	PROPERTY LINE
	PERMANENT EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE

VICINITY MAP
N.T.S.





LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89° 29' 26"W	1882.68
L2	S89° 34' 15"W	622.65

SCALE IN FEET
200 100 0 200

VINTON HARBOR AND TERMINAL DISTRICT

TOTAL DISTANCE ACROSS PROPERTY:	2505.33 FEET
OR:	151.84 RODS
AREA OF PERMANENT EASEMENT:	1.73 ACRES
AREA OF TEMPORARY WORKSPACE:	4.60 ACRES
AREA OF ADDITIONAL TEMPORARY WORKSPACE:	0.22 ACRES

NOTES

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STATE OF LOUISIANA
BETH A. BRAUN
License No. 4975
PROFESSIONAL
LAND SURVEYOR

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Beth A. Braun 4/20/15

BETH A. BRAUN
PROFESSIONAL LAND SURVEYOR
LOUISIANA REGISTRATION NO. 4975
SURVEY FIRM LICENSE No. VF0000712

DRAWN	JCH/PM	DATE	01/28/15
CHECKED	BG	DATE	01/28/15
APP'D	BAB	DATE	01/28/15
SCALE	1"=200'	PAGE	1 OF 2

REV#	DATE	DESC.
2	04/17/15	REMOVED SITE & ACCESS ROAD
1	02/04/15	ADDED PERMANENT ACCESS ROAD

JOB NO. 52647

PHILLIPS 66

WILLBROS ENGINEERS (U.S.) LLC
5723 University Heights Blvd, Suite 400
San Antonio, TX 78249
(210) 399-2300

EASEMENT PLAT

PHILLIPS 66
PERMANENT EASEMENT & RIGHT OF WAY
ACROSS THE PROPERTY OF
VINTON HARBOR AND TERMINAL DISTRICT
CALCASIEU PARISH, LOUISIANA

DRAWING NO. LA-CA-046.00 REV. 2

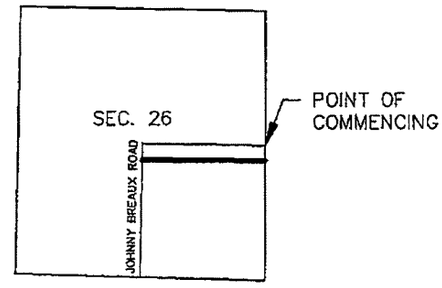
EXHIBIT "B"

CALCASIEU PARISH, LOUISIANA

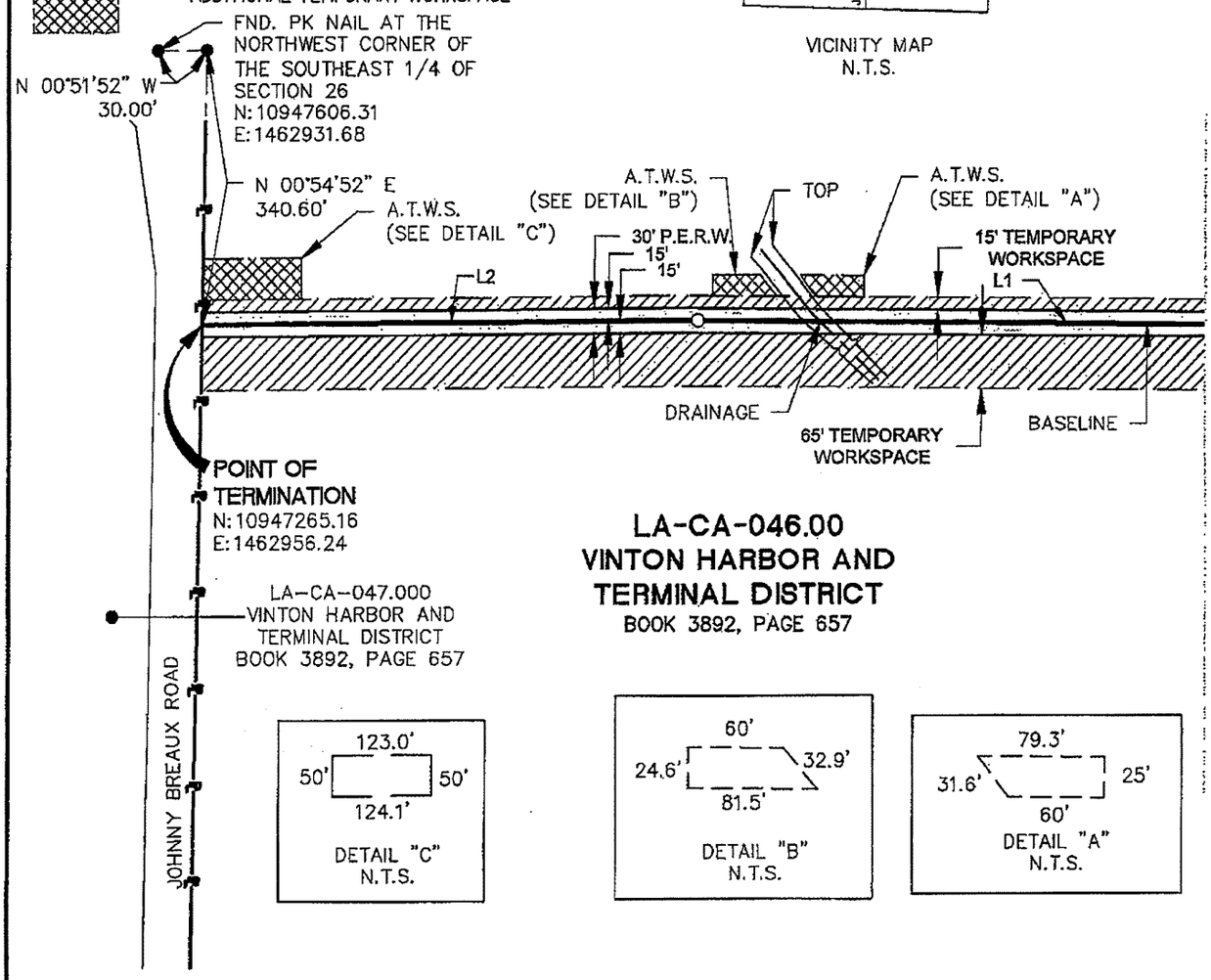
SECTION 26, T10S–R12W

LEGEND

FND.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
P.E.R.W.	PERMANENT EASEMENT & RIGHT OF WAY
A.T.W.S.	ADDITIONAL TEMPORARY WORKSPACE
N.T.S.	NOT TO SCALE
R.O.W.	RIGHT OF WAY
—PL—	PROPERTY LINE
	PERMANENT EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE



VICINITY MAP
N.T.S.



SCALE IN FEET

200 100 0 200

VINTON HARBOR AND TERMINAL DISTRICT

TOTAL DISTANCE ACROSS PROPERTY:	2505.33 FEET
OR:	151.84 RODS
AREA OF PERMANENT EASEMENT:	1.73 ACRES
AREA OF TEMPORARY WORKSPACE:	4.60 ACRES
AREA OF ADDITIONAL TEMPORARY WORKSPACE:	0.22 ACRES

NOTES

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STATE OF LOUISIANA
BETH A. BRAUN
License No. 4975
PROFESSIONAL
LAND SURVEYOR

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Beth A. Braun 4/20/15

BETH A. BRAUN
PROFESSIONAL LAND SURVEYOR
LOUISIANA REGISTRATION NO. 4975
SURVEY FIRM LICENSE No. VF0000712

DRAWN	JCH/PM	DATE	01/28/15
CHECKED	BG	DATE	01/28/15
APP'D	BAB	DATE	01/28/15
SCALE	1"=200'	PAGE	2 OF 2

REV#	DATE	DESC.
2	04/17/15	REMOVED SITE & ACCESS ROAD
1	02/04/15	ADDED PERMANENT ACCESS ROAD

JOB NO. 52647

PHILLIPS 66

WILLBROS ENGINEERS (U.S.) LLC
5723 University Heights Blvd, Suite 400
San Antonio, TX 78249
(210) 399-2300

EASEMENT PLAT

PHILLIPS 66
PERMANENT EASEMENT & RIGHT OF WAY
ACROSS THE PROPERTY OF
VINTON HARBOR AND TERMINAL DISTRICT
CALCASIEU PARISH, LOUISIANA

DRAWING NO. LA-CA-046.00

REV. 2

EXHIBIT "A"

VINTON HARBOR AND TERMINAL DISTRICT

50' X 90' SITE:

Description of a fifty feet (50') by ninety feet (90') Site, situated in Calcasieu Parish, Section 26, T10S-R12W, Louisiana, being across a portion of a tract of land out of the southwest ¼ of Section 26, Township 10 South, Range 12 West, as described in deed to Vinton Harbor And Terminal District, recorded in Book 3892, Page 657 of the Conveyance Records of Calcasieu Parish, Louisiana. Said Site, **(SEE EXHIBIT "B" FOR FURTHER CLARIFICATION)**, being more particularly described as follows:

COMMENCING at a 4" concrete pipe found for the southwest corner of said Section 26, Township 10 South, Range 12 West (N: 10945032.39, E: 1459994.64).

THENCE with the west line of the southwest ¼ of said Section 26, Township 10 South, Range 12 West, North 00° 27' 57" West, a distance of 2410.89 feet, and North 89° 32' 03" East, a distance of 67.24 feet to the **POINT OF BEGINNING** (N: 10947443.75, E: 1460042.27) and west corner of the herein described 50' X 90' Site;

THENCE North 12° 35' 41" East, along the west line of said Site, at a distance of 1.00 feet, pass the south corner of the Permanent Access Easement to be hereinafter described, in all a distance of 50.00 feet to the north corner of this Site;

THENCE South 77° 24' 19" East, along the north line of this Site, a distance of 90.00 feet to the east corner of this Site;

THENCE South 12° 35' 41" West, along the east line of this Site, a distance of 50.00 feet to the south corner of this Site;

THENCE North 77° 24' 19" West, along the south line of this Site, a distance of 90.00 feet to the **POINT OF BEGINNING** and containing 0.10 acres of land, more or less.

PERMANENT ACCESS ROAD:

Description of a Permanent Access Road, being situated in Calcasieu Parish, Section 26, T10S-R12W, Louisiana, being across a portion of a tract of land out of the southwest ¼ of Section 26, Township 10 South, Range 12 West, as described in deed to Vinton Harbor And Terminal District, recorded in Book 3892, Page 657 of the Conveyance Records of Calcasieu Parish, Louisiana; Said Access Road, **(SEE EXHIBIT "B" FOR FURTHER CLARIFICATION)** being more particularly described as follows:

COMMENCING at a 4" concrete pipe found for the southwest corner of said Section 26, Township 10 South, Range 12 West (N: 10945032.39, E: 1459994.64);

THENCE along the west line of said Section 26, North 00° 27' 57" West, a distance of 2410.89 feet and North 89° 32' 03" East, a distance of 67.24 feet for the west corner of the heretofore described 50' X 90' Site, and North 12° 35' 41" East, along the west line of said Site, a distance of 1.00 feet to the **POINT OF BEGINNING** (N: 10947444.73, E: 1460042.49) and south corner of the herein described Permanent Access Road;

THENCE North 77° 24' 19" West, a distance of 9.73 feet to the beginning of a curve to the right;

THENCE in a northwesterly direction 83.26 feet along the arc of a curve to the right, having a radius of 62.00 feet, whose chord bears North 38° 56' 08" West, a distance of 77.14 feet; North 00° 27' 57' West, a distance of 51.94 feet to the beginning of a curve to the right;

THENCE northeasterly direction 10.11 feet along the arc of a curve to the right, having a radius of 62.00 feet, whose chord bears North 04° 12' 12" East, a distance of 10.09 feet; North 08° 52' 21" East, a distance of 58.27 feet to the north line of the aforesaid Vinton Harbor And Terminal District; South 78° 27' 13" East, along aforesaid line, a distance of 24.03 feet;

THENCE South 08° 52' 21" West, a distance of 57.15 feet to a beginning of a curve to the left;

THENCE 6.19 feet along the arc of said curve to the left, having a radius of 38.00 feet, whose chord bears South 04° 12' 12" West, a distance of 6.19 feet; South 00° 27' 57" East, a distance of 51.94 feet to the beginning of a curve to the left;

THENCE 51.03 feet along the arc of said curve to the left, having a radius of 38.00 feet, whose chord bears South 38° 56' 08" East, a distance of 47.28; South 77° 24' 19" East, a distance of 9.73 feet; South 12° 35' 41" West, a distance of 24.00 feet to the **POINT OF BEGINNING** and containing 0.11 acres of land, more or less.

All bearings and distances shown herein are grid, based upon UTM, Zone 15, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Willbros Engineers (US) LLC conducted in August 2014 through January 2015.

For reference and further information see Exhibit "B" drawing number LA-CA-047.001

Beth A. Braun 4/20/15

Beth A. Braun.
Professional Land Surveyor
Louisiana Registration No. 4975
Willbros Engineers, (U.S.) LLC
5723 University Heights Blvd, Suite 400
San Antonio, TX 78249
(210) 399-2300

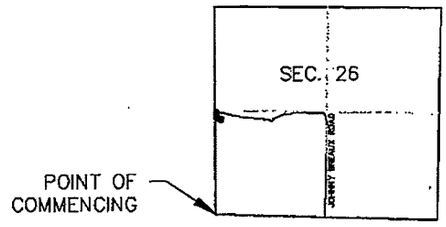
STATE OF LOUISIANA
BETH A. BRAUN
License No. 4975
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "B"

CALCASIEU PARISH, LOUISIANA
SECTION 26, T10S–R12W

LEGEND

FND.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
P.E.R.W.	PERMANENT EASEMENT & RIGHT OF WAY
A.T.W.S.	ADDITIONAL TEMPORARY WORKSPACE
N.T.S.	NOT TO SCALE
R.O.W.	RIGHT OF WAY
C.F.N.	CLERK FILE NUMBER
—PL—	PROPERTY LINE
	PERMANENT EASEMENT

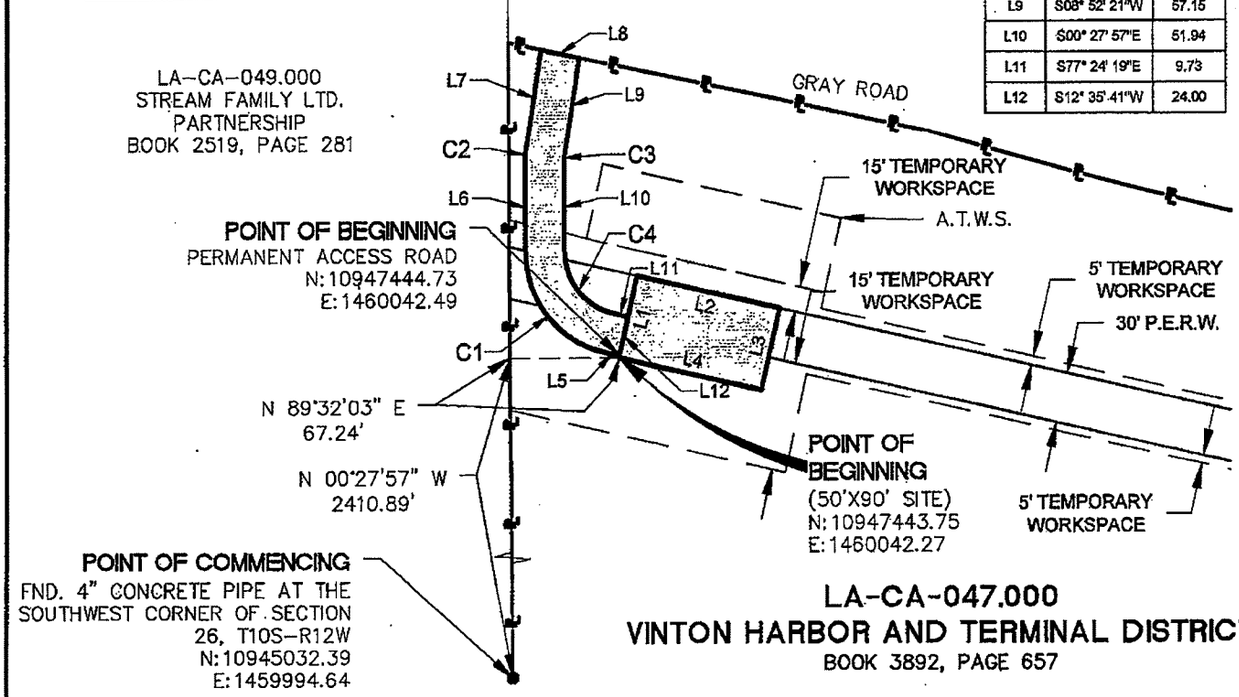


VICINITY MAP
N.T.S.

Curve Table				
Curve #	Arc length	Radius	Chord Bearing	Distance
C1	83.26	62.00	N38° 56' 08"W	77.14
C2	10.11	62.00	N04° 12' 12"E	10.09
C3	6.19	38.00	S04° 12' 12"W	6.19
C4	51.03	38.00	S38° 56' 08"E	47.28

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N12° 35' 41"E	50.00
L2	S77° 24' 19"E	90.00
L3	S12° 35' 41"W	50.00
L4	N77° 24' 19"W	90.00

LINE TABLE		
LINE #	BEARING	LENGTH
L5	N77° 24' 19"W	9.73
L6	N00° 27' 57"W	51.94
L7	N08° 52' 21"E	58.27
L8	S76° 27' 16"E	24.03
L9	S08° 52' 21"W	57.15
L10	S00° 27' 57"E	51.94
L11	S77° 24' 19"E	9.73
L12	S12° 35' 41"W	24.00



LA–CA–047.000
VINTON HARBOR AND TERMINAL DISTRICT
BOOK 3892, PAGE 657

VINTON HARBOR AND TERMINAL DISTRICT
AREA OF SITE: 0.10 ACRES

AREA OF PERMANENT ACCESS ROAD: 0.11 ACRES

NOTES

1. ALL BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE GRID BASED UPON UTM ZONE 15, NORTH AMERICAN DATUM OF 1983, US SURVEY FEET, AS DERIVED FROM AN ON THE GROUND SURVEY PERFORMED BY WILLBROS ENGINEERS (U.S.) LLC. IN AUGUST 2014 THROUGH JANUARY 2015.
2. THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN, HEREIN, WAS DETERMINED WITHOUT BENEFIT OF A 30 YEAR LIMITED TITLE CERTIFICATE AND IS BASED UPON DEEDS PROVIDED BY OTHERS. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
3. IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.
4. THE SOLE PURPOSE OF THIS DOCUMENT IS TO ESTABLISH A BASELINE, MAPPING SELECTED FEATURES, AND LOCATING NECESSARY LAND LINES FOR EASEMENT ACQUISITION FOR A PIPELINE.
5. SEE EXHIBIT "A" FOR MORE DETAILED DESCRIPTION.

STATE OF LOUISIANA
BETH A. BRAUN
License No. 4975
PROFESSIONAL
LAND SURVEYOR

THIS PLAT REPRESENTS MY SURVEY AND IS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE 46, PART LXI, SECTION 2909 ROUTE SURVEY. THIS SURVEY WAS CONDUCTED UNDER MY SUPERVISION AND CONTROL.

Beth A. Braun 4/20/15

BETH A. BRAUN
PROFESSIONAL LAND SURVEYOR
LOUISIANA REGISTRATION NO. 4975
SURVEY FIRM LICENSE No. VF0000712

DRAWN	JCH	DATE	04/17/15
CHECKED	BG	DATE	04/17/15
APP'D	BAB	DATE	04/17/15
SCALE	1"=100'	PAGE	1 OF 1

REV#	DATE	DESC.

JOB NO. 52647

PHILLIPS 66

WILLBROS ENGINEERS (U.S.) LLC
5723 University Heights Blvd, Suite 400
San Antonio, TX 78249
(210) 399-2300

EASEMENT PLAT

PHILLIPS 66
PERMANENT EASEMENT & RIGHT OF WAY
ACROSS THE PROPERTY OF
VINTON HARBOR AND TERMINAL DISTRICT
CALCASIEU PARISH, LOUISIANA

DRAWING NO. LA-CA-047.001 REV. 0

EXHIBIT "B"

VINTON HARBOR AND TERMINAL DISTRICT

50' X 90' SITE:

Description of a Fifty (50') foot by Ninety (90') foot Site, situated in Calcasieu Parish, Section 26, T10S-R12W, Louisiana, being across a portion of a tract of land out of the southeast ¼ of Section 26, Township 10 South, Range 12 West, as described in deed to Vinton Harbor And Terminal District, recorded in Book 3892, Page 657 of the Records of Calcasieu Parish, Louisiana. Said Fifty (50') foot by Ninety (90') foot Site **(SEE EXHIBIT "B" FOR FURTHER CLARIFICATION)**, being more particularly described as follows:

COMMENCING at a PK Nail found for the occupied northwest corner of the southeast ¼ of Section 26, Township 10 South, Range 12 West (N: 10947606.31, E:1462931.68).

THENCE South 00° 54' 52" West, along the west line of the southeast ¼ of Section 26, Township 10 South, Range 12 West, a distance of 325.26 feet, and then South 89° 05'08" East, a distance of 49.12 feet to the **POINT OF BEGINNING** (N: 10947280.30, E: 1462975.60) and northwest corner of the herein described Fifty (50') foot by Ninety (90') foot Site;

THENCE over a portion of the above referenced Vinton Harbor and Terminal District Tract, the following four (4) calls:

1) North 89° 34' 15" East, a distance of 90.00 feet for the northeast corner of this Site;
2) South 00° 25' 45" East, a distance of 50.00 feet for the southeast corner of this Site;
3) South 89° 34' 15" West, a distance of 90.00 feet for the southwest corner of this Site; and
4) North 00° 25' 45" West, a distance of 50.00 feet the **POINT OF BEGINNING** and containing 0.10 acres of land, more or less.

PERMANENT ACCESS ROAD:

Description of a Permanent Access Road, situated in Calcasieu Parish, Section 26, T10S-R12W, Louisiana, being across a portion of a tract of land out of the southeast ¼ of Section 26, Township 10 South, Range 12 West, as described in deed to Vinton Harbor And Terminal District, recorded in Book 3892, Page 657 of the Records of Calcasieu Parish, Louisiana. Said Fifty (50') foot by Ninety (90') foot Site **(SEE EXHIBIT "B" FOR FURTHER CLARIFICATION)**, being more particularly described as follows:

COMMENCING at a PK Nail found for the occupied northwest corner of the southeast ¼ of Section 26, Township 10 South, Range 12 West (N: 10947606.31, E:1462931.68).

THENCE South 00° 54' 52" West, along the west line of the southeast ¼ of Section 26, Township 10 South, Range 12 West and the approximate centerline of Johnny Breaux Road, a 60' R.O.W., a distance of 325.26 feet, and then South 89° 05'08" East, across said Road and into said Vinton Harbor And Terminal District Tract, a distance of 49.12 feet to the northwest corner of the previously described Fifty (50') foot by Ninety (90') foot Site, and South 00° 25' 45" East, along the west line of said Site, a distance of 49.00 feet to the **POINT OF BEGINNING** (N: 10947231.31, E: 1462975.97) and southeast corner of the herein described Permanent Access Road;

THENCE over a portion of the above referenced Vinton Harbor and Terminal District Tract, the following four (4) calls:

1) South 89° 34' 15" West, a distance of 20.27 feet to the east right of way of Johnny Breaux Road;
2) Along said right of way line North 00° 54' 52" East, a distance of 24.01 feet to a point for the northwest corner of this Permanent Access Road;
3) North 89° 34' 15" East, a distance of 19.71 feet to a point for the northeast corner of this Permanent Access Road, being in the west line of aforesaid Site; and
4) South 00° 25' 45" East, along the west line of the aforesaid Site and the east line of this Permanent Access Road, a distance of 24.00 feet the **POINT OF BEGINNING** and containing 0.03 acres of land, more or less.

All bearings and distances shown herein are grid, based upon UTM, Zone 15, North American Datum of 1983, U.S. Survey Feet, as derived from an on the ground survey performed by Willbros Engineers (US) LLC conducted in August 2014 through February 2015.

For reference and further information see Exhibit "A" drawing number LA-CA-046.01 REV 1

Beth A. Braun 2/10/15

Beth A. Braun.
Professional Land Surveyor
Louisiana Registration No. 4975
Willbros Engineers, (U.S.) LLC
10999 West IH-10, Suite 370
San Antonio, TX 78230
(210) 399-2300

STATE OF LOUISIANA
BETH A. BRAUN
License No. 4975
PROFESSIONAL
LAND SURVEYOR

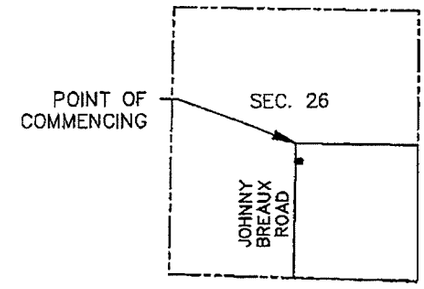
EXHIBIT "B"

CALCASIEU PARISH, LOUISIANA

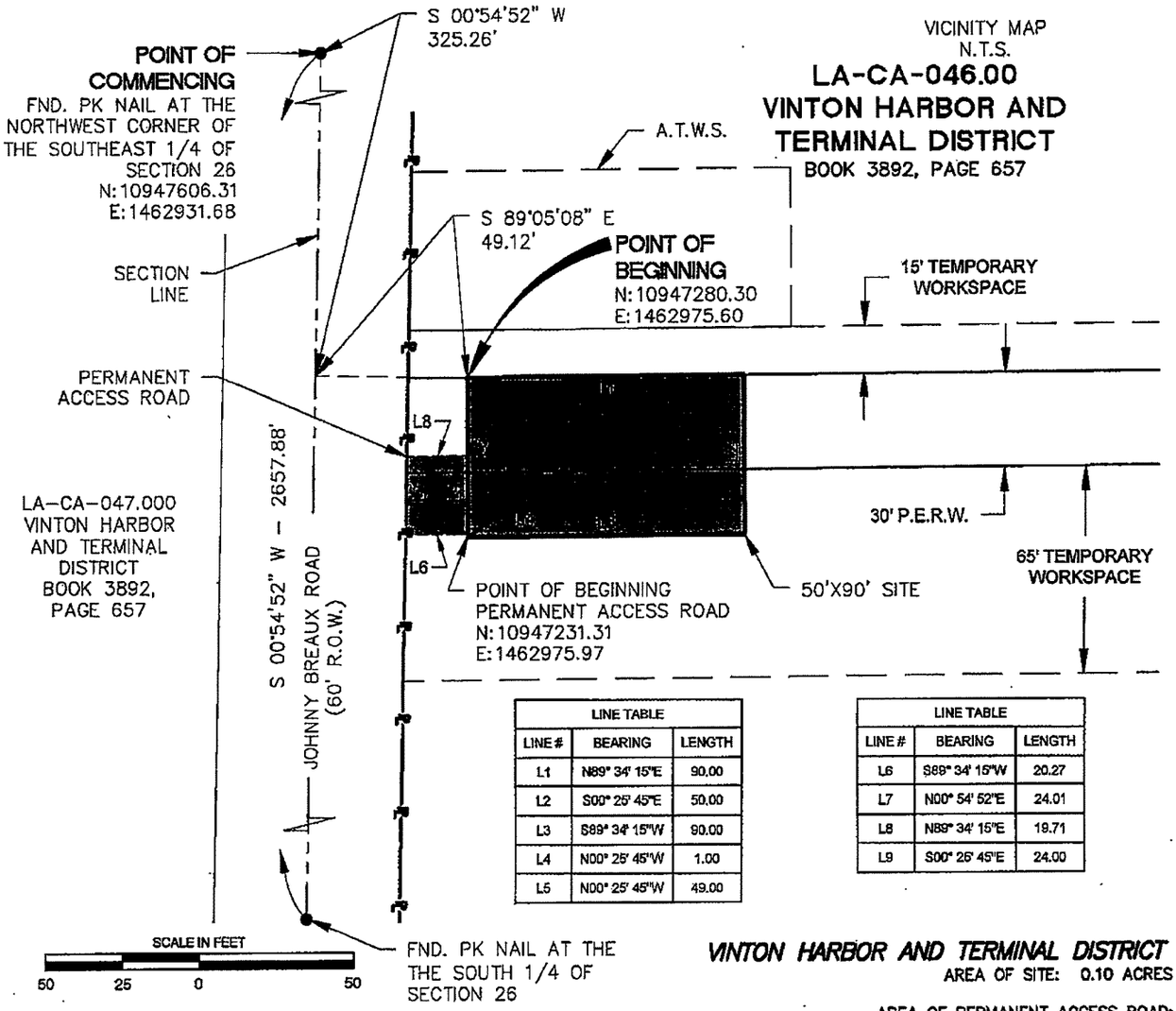
SECTION 26, T10S–R12W

LEGEND

FND.	FOUND
I.R.	IRON ROD
I.P.	IRON PIPE
P.E.R.W.	PERMANENT EASEMENT & RIGHT OF WAY
A.T.W.S.	ADDITIONAL TEMPORARY WORKSPACE
N.T.S.	NOT TO SCALE
R.O.W.	RIGHT OF WAY
—℄—	PROPERTY LINE
	PERMANENT EASEMENT
	TEMPORARY WORKSPACE
	ADDITIONAL TEMPORARY WORKSPACE



VICINITY MAP
N.T.S.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89° 34' 15"E	90.00
L2	S00° 25' 45"E	50.00
L3	S89° 34' 15"W	90.00
L4	N00° 25' 45"W	1.00
L5	N00° 25' 45"W	49.00

LINE TABLE		
LINE #	BEARING	LENGTH
L6	S89° 34' 15"W	20.27
L7	N00° 54' 52"E	24.01
L8	N89° 34' 15"E	19.71
L9	S00° 25' 45"E	24.00

VINTON HARBOR AND TERMINAL DISTRICT

AREA OF SITE: 0.10 ACRES

AREA OF PERMANENT ACCESS ROAD: 0.03 ACRES

NOTES

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2. THE OWNERSHIP OF THE SUBJECT TRACT, SHOWN HEREIN, WAS DETERMINED WITHOUT BENEFIT OF A 30 YEAR LIMITED TITLE CERTIFICATE AND IS BASED UPON DEEDS PROVIDED BY OTHERS. NO OTHER RESEARCH WAS PERFORMED BY THE UNDERSIGNED SURVEYOR.
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5. SEE EXHIBIT "A" FOR MORE DETAILED DESCRIPTION.

STATE OF LOUISIANA
BETH A. BRAUN
License No. 4975
PROFESSIONAL
LAND SURVEYOR

THIS PLAT REPRESENTS MY SURVEY AND IS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF TITLE 46, PART LXI, SECTION 2909 ROUTE SURVEY. THIS SURVEY WAS CONDUCTED UNDER MY SUPERVISION AND CONTROL.

Beth A. Braun 2/4/15

BETH A. BRAUN
PROFESSIONAL LAND SURVEYOR
LOUISIANA REGISTRATION NO. 4975
SURVEY FIRM LICENSE No. VF0000712

DRAWN	PM	DATE	01/29/15
CHECKED	BG	DATE	01/29/15
APP'D	BAB	DATE	01/29/15
SCALE	1"=200'	PAGE	1 OF 1

REV#	DATE	DESC.
1	02/04/15	ADDED PERMANENT ACCESS ROAD

JOB NO. 52647

PHILLIPS 66

WILLBROS ENGINEERS (U.S.) LLC
10999 W IH-10 Suite 370
San Antonio, TX. 78230
(210) 399-2300

SITE PLAT

PHILLIPS 66
PERMANENT EASEMENT & RIGHT OF WAY
ACROSS THE PROPERTY OF
VINTON HARBOR AND TERMINAL DISTRICT
CALCASIEU PARISH, LOUISIANA

DRAWING NO. LA-CA-046.01

REV. 1

(14) 1C

State of Louisiana
Parish of Calcasieu
GCCP Tract No: LA-CC-039.000
LA-CC-040.000
LA-CC-041.000
LA-CC-042.000

RIGHT OF WAY AND SERVITUDE AGREEMENT

This agreement is made and entered into by and between **J & L Jardell, LLC, a Louisiana Limited Liability Company** ("**Grantor**", whether one or more), whose mailing address is 1409 Beth Street, Sulphur, Louisiana 70663, and AIR PRODUCTS AND CHEMICALS, INC, a Delaware corporation ("**Grantee**"), whose mailing address is 12600 Northborough Drive, Suite 196, Houston, Texas 77067.

1. For and in consideration of the sum of ONE HUNDRED AND NO/100 ($100.00) DOLLARS cash and other valuable consideration, the receipt and adequacy of which are hereby acknowledged and full acquittance granted therefor, Grantor does hereby grant, convey and deliver with full warranty of title and with substitution and subrogation to all rights and actions of warranty to Grantee, its successors and assigns, a right of use, servitude, right of way and easement to install, lay, construct, maintain, use, alter, inspect, operate, protect, repair, replace, change the size of, remove, reconstruct, renew and abandon one (1) pipeline, not exceeding eighteen (18") inches outside diameter, together with appurtenances thereto (including but not limited to air patrol markers, valves and corrosion control equipment, above or below ground), for the transportation and measurement of industrial gases (including but not limited to hydrogen, nitrogen, oxygen, carbon monoxide and syngas) and other products or substances which can be transported through a pipeline under, upon, over and through the following described land (the "**land**") belonging to Grantor situated in Calcasieu Parish Louisiana, to-wit:

   A certain tract of land situated in the W/2 of the NW/4 and the S/2 of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana, and being more particularly described in Judgment dated March 25, 1983, from the Succession of Daniel Joseph Jardell to Myrtle Edwina Webbar Jardell, David Daniel Jardell and Constance Jardell Thompson, recorded under Clerk's File No.1747493, Official Public Records, Clerk of Court, Calcasieu Parish, Louisiana. Subject tract conveyed by Act of Sale dated May 19, 2007 from J & L Jardell Family Partnership to J & L Jardell, LLC, recorded under Clerk's File No. 2822090, Official Public Records, Clerk of Court, Calcasieu Parish, Louisiana.

   Tax ID: 00247065

2. This grant of rights and servitude includes the right of access to said pipeline and appurtenant facilities and the right of ingress and egress on, over, across and through Grantor's land, for any and all purposes convenient to the exercise by Grantee of the rights granted hereunder.

3. Grantor covenants that Grantor is the owner of the land, has a good and merchantable title thereto, and has the right, title and capacity to grant the rights and servitude hereby granted.

4. The servitude herein granted shall have a total permanent servitude width of fifteen (15') feet with the location of the centerline of said permanent servitude being shown and identified as "C/L Proposed 15' Pipeline Servitude" on **[Exhibits "A" and "B"]**, attached hereto and made a part hereof. From time to time during construction and

maintenance operations, Grantee shall have the right to use an additional sixty (60') feet in width for a total workspace servitude of seventy-five (75') feet in width, with the additional sixty (60') feet of width beyond the limits of the permanent servitude herein granted being apportioned on each side of said permanent servitude in such manner as Grantee may desire. The side line boundaries of said fifteen (15') foot wide permanent servitude and said sixty (60') foot wide additional workspace servitude shall be extended or shortened as the case may be to meet at angle points and to meet all of Grantor's boundary lines. During initial construction only, Grantee shall have the right to use such additional temporary workspace as may be reasonably necessary in crossing creeks, canals, roads, railroads, pipelines and other obstructions.

5. The pipeline to be constructed under this grant shall be located at a depth of at least thirty-six (36") inches below the surface of the ground and at least sixty (60") inches below the bottom of all ditches and canals. However, Grantee shall have the right to install vents and markers above ground at various points, including without limitation at canal, ditch, highway, road, railroad, and fence crossings and at property lines as required by Grantee to support the pipeline operations and the governing State and Federal Regulations and Codes.

6. In the event the actual location of the servitude must be modified due to conditions unknown at the time of execution of this agreement, Grantor and Grantee shall promptly negotiate in good faith an amendment to this agreement (in recordable form), modifying the location of the servitude, but all other terms of this agreement shall remain unchanged and in full effect; provided, however, should such modification result in a servitude of greater length than provided herein, Grantee shall promptly pay Grantor additional consideration for such greater servitude on equivalent terms.

7. Grantor retains the right to use the land, except as such use may hinder, conflict or unreasonably interfere with the exercise and enjoyment of the rights and servitude herein granted or to the extent that such use by Grantor may not be consistent with the safety of Grantee's facilities or the safety of persons or property on the surface of the servitude. Grantor's use shall be subject to the servitude herein granted unto Grantee. Grantor shall not construct nor permit to be constructed any structures, improvements, lakes, ponds, impounded water (with the exception of water related to growing of agricultural crops such as rice and crawfish) or obstructions, nor plant trees, drill, excavate or fill within the permanent servitude, without the express written prior consent of Grantee. Grantee shall, without any liability for damages, have the right from time to time to cut or remove all trees and overhanging limbs, undergrowth or other facilities or obstructions on or within the permanent servitude that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted. Grantor shall not construct streets, sidewalks, driveways, fences, pipeline or utility lines within said permanent servitude unless (i) such facilities do not create a potentially unsafe condition nor interfere with Grantee's use of the servitude, (ii) Grantee is notified prior to construction of such facilities, (iii) any additional pipelines or utility lines are, at Grantee's option, constructed below Grantee's pipeline, and (iv) such facilities are constructed in accordance with any safety precautions specified by Grantee.

8. Grantee agrees to indemnify and hold Grantor harmless from and against any and all liability or responsibility for injury to (including the death of) persons or damage to property to the extent arising out of or resulting from the negligence or willful misconduct of Grantee.

9. Grantee agrees to pay Grantor (or Grantor's tenant(s), if applicable) for all normal and customary damages to growing crops, livestock, land, timber, canals, levee systems, private roadways, fencing or buildings or other property of Grantor (or Grantor's tenant(s), if applicable) to the extent caused by Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline has been laid, Grantee shall not thereafter be liable for any damages resulting from trimming, moving or removing trees, brush or undergrowth from or within the permanent servitude (except for crop damages and aquaculture damages) and shall not be liable for any damage to property or improvements which are prohibited within the permanent servitude under the terms of this grant.

10. The consideration recited herein is accepted by Grantor in full payment, settlement and satisfaction for the rights and servitude (temporary and permanent), for all severance damages, and for all normal anticipated damages caused by Grantee's exercise of the rights herein granted upon the servitude, including without limitation its right to maintain the permanent servitude clear.

11. The ownership of the pipeline, component parts thereof, and all appurtenances thereto installed by Grantee within the servitude shall remain the property of Grantee at all times. Upon the termination of the use of the servitude, Grantee may elect to leave said pipeline, component parts thereof, and all appurtenances thereto, or any part thereof, in place or thereafter remove them, or any part thereof.

12. This agreement shall be binding upon the successors and assigns of the parties hereto. Grantee, its successors and assigns, are expressly given and granted the right to assign this agreement, or any interest herein, in whole or in part, and the same shall be divisible among two or more persons as to any rights created hereunder.

13. This agreement may be executed in one or more counterparts and shall be binding upon each party executing the original or any counterpart thereof, regardless of whether all of the parties owning an interest in the land join in the execution of this agreement. The failure of any party owning an interest in the land to sign this agreement shall not affect its validity as to those whose signatures appear on the original or any counterpart hereof.

14. TO HAVE AND TO HOLD said premises, together with the rights and appurtenances thereto, unto GRANTEE, its successors and assigns, forever, in accordance with the terms hereof. GRANTOR does hereby bind itself and its heirs, successors and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto as of the 15 day of November, 20 10, said parties signing in the presence of the witnesses whose names appear opposite their respective signatures.

WITNESSES:

Print Name: Bennie Shields

Print Name: Julie Thomas

Print Name: Bennie Shields

Print Name: Julie Thomas

GRANTOR:

J & L Jardell, LLC

By: B.W. Jardell

Name: B.W. Jardell

Title: Manager

By: Edward G. Jardell

Name: EDWARD G. JARDELL

Title: Chairman of the Board

WITNESSES:

Thomas S. Houser

Print Name: Thomas S. Houser

Tony Huerta

Print Name: Tony Huerta

GRANTEE:

AIR PRODUCTS AND CHEMICALS, INC

By: R. Thibodeaux

Name: Rick J. Thibodeaux

Title: Lead Real Estate Specialist

STATE OF LOUISIANA

PARISH OF CALCASIEU

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared Bennie Shields (Witness), who being by me duly sworn, deposed and said that he/she was one of the subscribing witnesses to the foregoing instrument; that the same was signed by J & L Jardell, LLC, a Louisiana Limited Liability Company, well known to said appearer to be the identical person(s) so executing the same as his/her/their own free will, act and deed for the uses, purposes, and considerations therein expressed in the presence of appearer and in the presence of the other subscribing witness.

IN WITNESS WHEREOF, the said appearer has executed this acknowledgment in my presence and in the presence of the undersigned competent witnesses, on this 18 day of November, 2010.

WITNESSES:

Print Name: CRACY HOLMAN

Print Name: Bennie Shields

(Witness)

Print Name: BRAD R LAUTERBACH

Stephanie A. Burnett-Newman
ID# 66631
Commission Expires Upon Death

Notary Public,

Notary/Bar No. _____

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this 30th day of November, 2010, personally appeared Rick J. Thibodeaux, the Lead Real Estate Specialist of **AIR PRODUCTS AND CHEMICALS, INC.**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the foregoing instrument in the capacities stated, as the act of said entity for the purposes and considerations therein expressed.

Norma K. Cedzidlo
Notary Public in and for the State of Texas
Print Name: Norma K. Cedzidlo
Commission expires: Sept. 16, 2011

(Seal)

NORMA K. CEDZIDLO
MY COMMISSION EXPIRES
September 16, 2011

230701

CALCASIEU PARISH, LOUISIANA

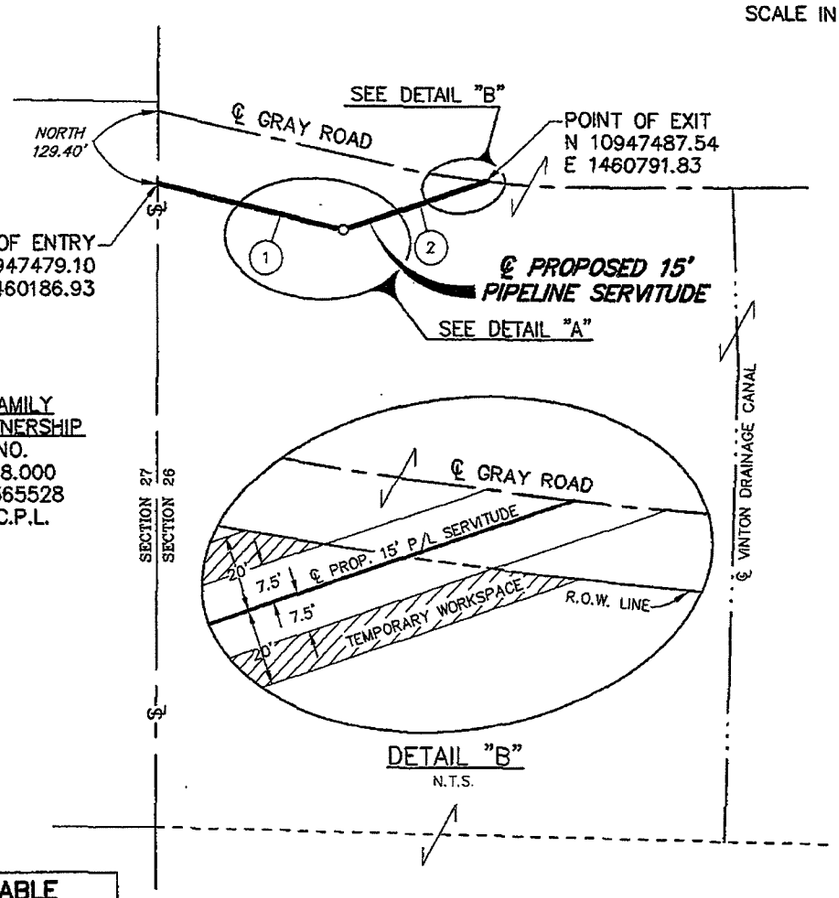
TOWNSHIP 10 SOUTH, RANGE 12 WEST, SECTION 26

J & L JARDELL, LLC

TRACT NO. LA-CC-039.000
W/2 OF NW/4
C.F. NO. 2895535 O.P.R.C.C.C.P.L.
CENTERLINE IS 627.70 FEET OR 38.04 RODS LONG
TOTAL PERMANENT SERVITUDE IS 9,417 SQ. FT. OR 0.22 ACRES
TOTAL TEMPORARY WORKSPACE IS 18,201 SQ. FT. OR 0.42 ACRES
TOTAL ADDITIONAL TEMPORARY WORKSPACE IS 20,038 SQ. FT. OR 0.46 ACRES

N

300 150 0 300
SCALE IN FEET



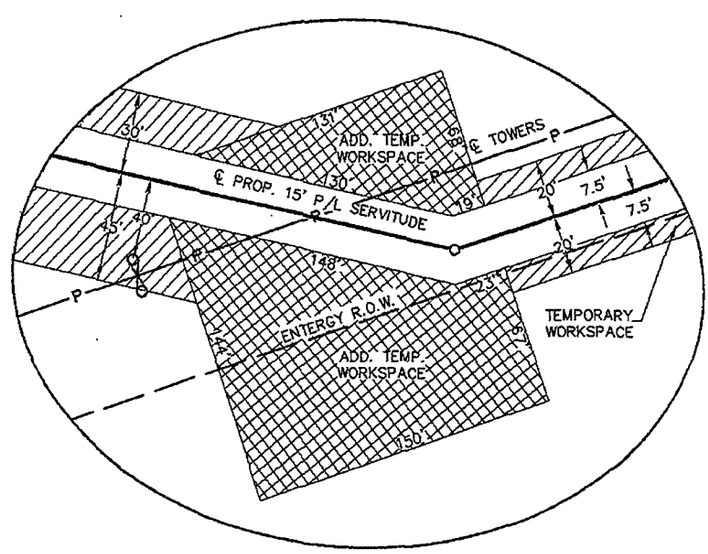
DETAIL "B"
N.T.S.

LINE TABLE		
No.	Bearing	Distance
1	S 77°04'59" E	350.48'
2	N 71°45'26" E	277.22'

~ PERMANENT SERVITUDE

~ TEMPORARY WORKSPACE

~ ADDITIONAL TEMPORARY WORKSPACE



DETAIL "A"
N.T.S.

NOTES

1. All bearings, distances and coordinates are referenced to the "Universal Transverse Mercator System", North Zone 15, North American Datum of 1983. The scale factor used was 0.9999418.

2. A centerline description of even date was prepared by the surveyor in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith
Louisiana P.L.S. No. 4893
July 21, 2010

EXHIBIT "A" SHEET 1 OF 1

REV	REVISION	DATE
0	ISSUED	8/17/10

DRAWN BY STC	DATE 7/21/10	
CHECKED BY SGH	DATE 8/04/10	
ENGR. APPD.	DATE	
PROJ. MGR. APPD.	DATE	
ALIGN. DWG.		

babcock eagleton
2900 N. Loop West, Suite 1000
Houston, Tx. 77092
Phone: 713-871-8787

AIR PRODUCTS & CHEMICALS, INC.

PLAT OF THE CENTERLINE FOR A PIPELINE SERVITUDE ACROSS J & L JARDELL, LLC
CALCASIEU PARISH, LOUISIANA

SCALE	PROJ. NO.	DWG. NO.	REV.
1"=300'	APC-009	LA-CC-039.000	0

G:\Projects\APC-009\Mapping\Plats\Calcasieu Parish\LA-CC-039.000.dwg, 8/16/2010 8:24:11 AM, scarlson

Exhibit "B"
Air Products & Chemicals, Inc.
LA-CC-039.000
Calcasieu Parish, Louisiana

Being the centerline of a proposed pipeline servitude situated in Calcasieu Parish, Louisiana being out of the W/2 of NW/4 of Section 26, T 10 S, R 12 W being out of a tract of land described in a deed to J & L Jardell, LLC as recorded in C.F. No. 2895535 O.P.R.C.C.C.P.L. and the said proposed servitude centerline being described by metes and bounds as follows to-wit:

BEGINNING on a western boundary line of the aforesaid J & L Jardell, LLC property being on an east boundary line of a tract of land described in a deed to Stream Family Limited Partnership as recorded in C.F. No. 2365528 O.P.R.C.C.C.P.L. being the Point of Entry and having UTM, North Zone 15 coordinate values of N 10,947,479.10 and E 1,460,186.93 and from which the centerline of Gray Road bears North 129.40 feet;

THENCE two (2) lines with the pipeline servitude as follows:

1. S 77°04'59" E at 350.48 feet to an angle point;
2. N 71°45'26" E at 277.22 feet an interior tract line of the said J & L Jardell, LLC properties and situated in Gray Road being the Point of Exit having UTM, North Zone 15 coordinate values of N 10,947,487.54 and E 1,460,791.83;

This centerline contains 38.04 rods, more or less.

NOTE: This legal description is the result of a survey made on the ground under my direct supervision. The subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to represent a boundary survey. The coordinates and bearings are referenced to UTM, North Zone 15, North American Datum of 1983 as derived from GPS observations and where applicable the deed calls are made for comparison to grid bearings.

DWG NO LA-CC-039.000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

Babcock Eagleton, Inc.

George E. Griffith
LA PLS 4893
July 21, 2010

Babcock Eagleton, Inc.
2900 N Loop West, Suite 1000
Houston, TX. 77092
713-871-8787

CALCASIEU PARISH, LOUISIANA

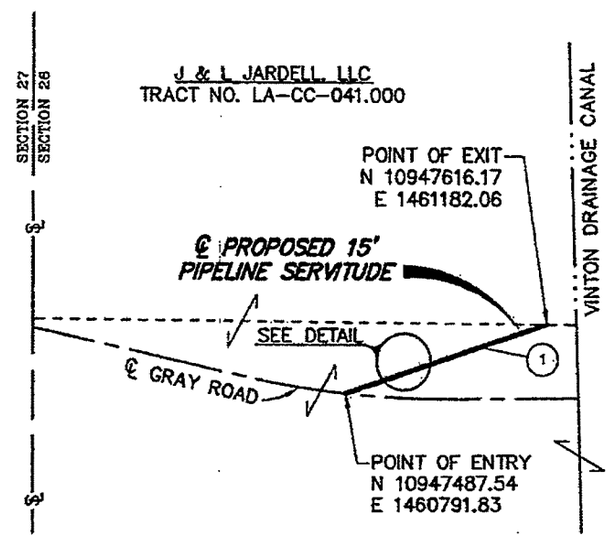
TOWNSHIP 10 SOUTH, RANGE 12 WEST, SECTION 26

J & L JARDELL, LLC

TRACT NO. LA-CC-040.000
W/2 OF NW/4
C.F. NO. 2895535 O.P.R.C.C.C.P.L.
CENTERLINE IS 410.89 FEET OR 24.90 RODS LONG
TOTAL PERMANENT SERVITUDE IS 6,162 SQ. FT. OR 0.14 ACRES
TOTAL TEMPORARY WORKSPACE IS 7,583 SQ. FT. OR 0.17 ACRES

N

300 150 0 300
SCALE IN FEET



LINE TABLE		
No.	Bearing	Distance
1	N 71°45'26" E	410.89'

~ PERMANENT SERVITUDE

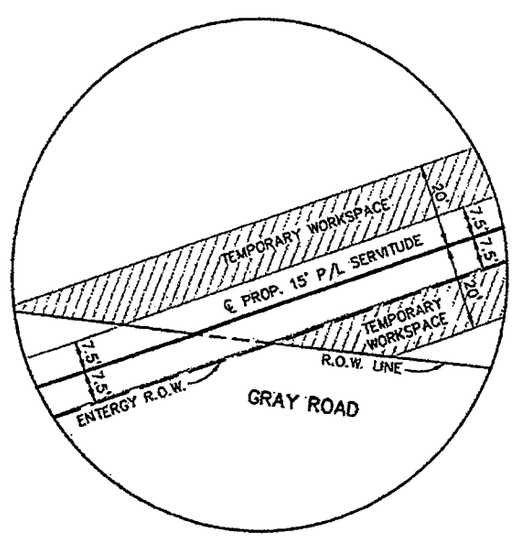
~ TEMPORARY WORKSPACE

NOTES

1. All bearings, distances and coordinates are referenced to the "Universal Transverse Mercator System", North Zone 15, North American Datum of 1983. The scale factor used was 0.9999418.
2. A centerline description of even date was prepared by the surveyor in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith
Louisiana P.L.S. No. 4893
July 21, 2010



DETAIL
N.T.S.

EXHIBIT "A" SHEET 1 OF 1

REV	REVISION	DATE	DRAWN BY	DATE		AIR PRODUCTS & CHEMICALS, INC.			
			BWW	7/21/10	eagleton				
			CHECKED BY	DATE		PLAT OF THE CENTERLINE FOR A PIPELINE SERVITUDE ACROSS J & L JARDELL, LLC			
			SGH	7/30/10					
			ENGR. APPD.	DATE	2900 N. Loop West, Suite 1000 Houston, Tx. 77092 Phone: 713-871-8787	CALCASIEU PARISH, LOUISIANA			
			PROJ. MGR. APPD.	DATE	ALIGN. DWG.	SCALE	PROJ. NO.	DWG. NO.	REV.
0	ISSUED	8/11/10				1"=300'	APC-009	LA-CC-040.000	0

G:\Projects\APC-009\Mapping\Plats\Calcasieu Parish\LA-CC-040 000.dwg, 8/10/2010 7:58:15 AM, scatson

Exhibit "B"
Air Products & Chemicals, Inc.
LA-CC-040.000
Calcasieu Parish, Louisiana

Being the centerline of a proposed pipeline servitude situated in Calcasieu Parish, Louisiana being out of the W/2 of NW/4 of Section 26, T 10 S, R 12 W being out of a tract of land described in a deed to J & L Jardell, LLC as recorded in C.F. No. 2895535 O.P.R.C.C.C.P.L. and the said proposed servitude centerline being described by metes and bounds as follows to-wit:

BEGINNING on an interior tract line of the aforesaid J & L Jardell, LLC property being on an east boundary line being in Gray Road being the Point of Entry and having UTM, North Zone 15 coordinate values of N 10,947,487.54 and E 1,460,791.83;

THENCE N 71°45'26" E at 410.89 feet an interior tract line of the said J & L Jardell, LLC properties being the Point of Exit having UTM, North Zone 15 coordinate values of N 10,947,616.17 and E 1,461,182.06;

This centerline contains 24.90 rods, more or less.

NOTE: This legal description is the result of a survey made on the ground under my direct supervision. The subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to represent a boundary survey. The coordinates and bearings are referenced to UTM, North Zone 15, North American Datum of 1983 as derived from GPS observations and where applicable the deed calls are made for comparison to grid bearings.

DWG NO LA-CC-040.000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

Babcock Eagleton, Inc.

George E. Griffith
LA PLS 4893
July 21, 2010

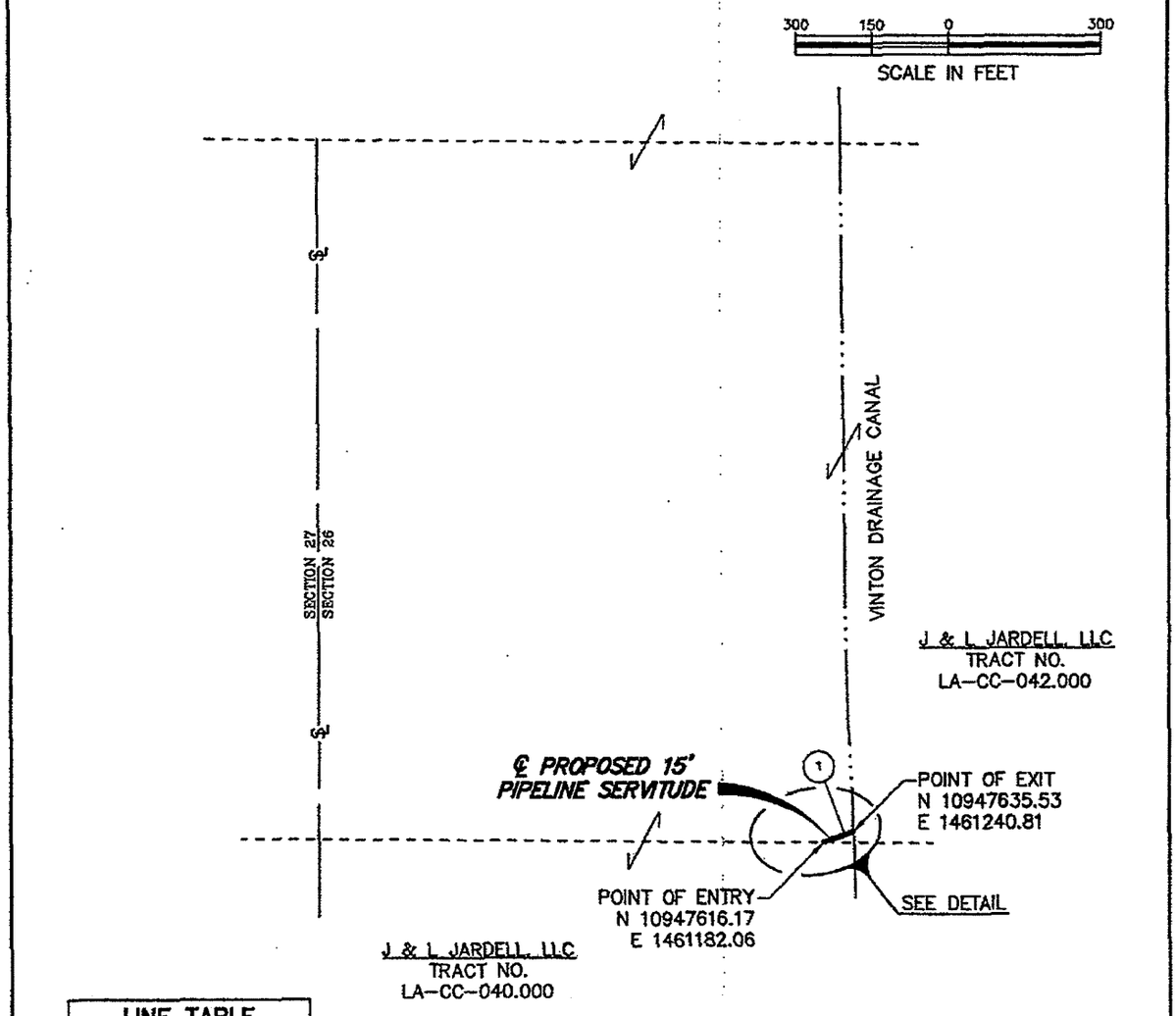
Babcock Eagleton, Inc.
2900 N Loop West, Suite 1000
Houston, TX. 77092
713-871-8787

CALCASIEU PARISH, LOUISIANA

TOWNSHIP 10 SOUTH, RANGE 12 WEST, SECTION 26

J & L JARDELL, LLC

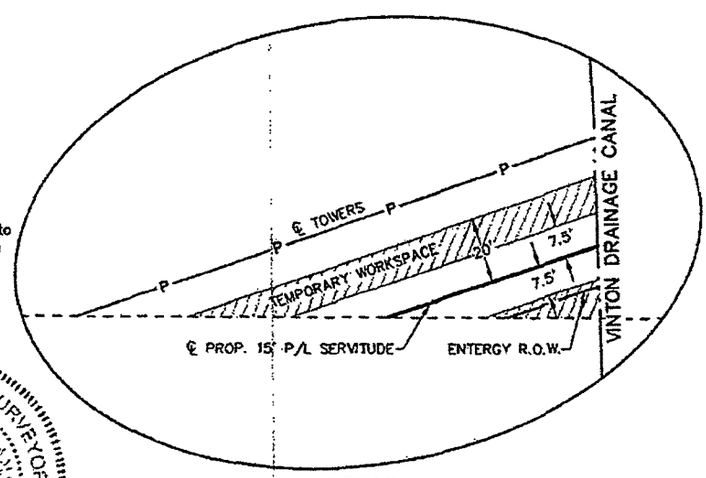
TRACT NO. LA-CC-041.000
W/2 OF NW/4
C.F. NO. 2895535 O.P.R.C.C.C.P.L.
CENTERLINE IS 61.86 FEET OR 3.75 RODS LONG
TOTAL PERMANENT SERVITUDE IS 928 SQ. FT. OR 0.02 ACRES
TOTAL TEMPORARY WORKSPACE IS 1,548 SQ. FT. OR 0.04 ACRES



LINE TABLE		
No.	Bearing	Distance
1	N 71°45'26" E	61.86'

~ PERMANENT SERVITUDE

~ TEMPORARY WORKSPACE



DETAIL
N.T.S.

NOTES

1. All bearings, distances and coordinates are referenced to the "Universal Transverse Mercator System", North Zone 15, North American Datum of 1983. The scale factor used was 0.9999418.
2. A centerline description of even date was prepared by the surveyor in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith
Louisiana P.L.S. No. 4893
July 21, 2010

EXHIBIT "A" SHEET 1 OF 1

REV	REVISION	DATE
0	ISSUED	8/11/10

DRAWN BY STC	DATE 7/21/10	eagleton, 2900 N. Loop West, Suite 1000, Houston, Tx. 77092, Phone: 713-871-8787
CHECKED BY SGH	DATE 7/30/10	
ENGR. APPD.	DATE	
PROJ. MGR. APPD.	DATE	ALIGN. DWG.

AIR PRODUCTS & CHEMICALS, INC.

PLAT OF THE CENTERLINE FOR A PIPELINE SERVITUDE ACROSS J & L JARDELL, LLC

CALCASIEU PARISH, LOUISIANA

SCALE	PROJ. NO.	DWG. NO.	REV.
1"=300'	APC-009	LA-CC-041.000	0

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Exhibit "B"
Air Products & Chemicals, Inc.
LA-CC-041.000
Calcasieu Parish, Louisiana

Being the centerline of a proposed pipeline servitude situated in Calcasieu Parish, Louisiana being out of the W/2 of NW/4 of Section 26, T 10 S, R 12 W being out of a tract of land described in a deed to J & L Jardell, LLC as recorded in C.F. No. 2895535 O.P.R.C.C.C.P.L. and the said proposed servitude centerline being described by metes and bounds as follows to-wit:

BEGINNING on an interior tract line of the aforesaid J & L Jardell, LLC property being the Point of Entry and having UTM, North Zone 15 coordinate values of N 10,947,616.17 and E 1,461,182.06;

THENCE N 71°45'26" E at 61.86 feet an interior tract line of the aforesaid J & L Jardell, LLC properties being in the Vinton Drainage Canal being the Point of Exit having UTM, North Zone 15 coordinate values of N 10,947,635.53 and E 1,461,240.81;

This centerline contains 3.75 rods, more or less.

NOTE: This legal description is the result of a survey made on the ground under my direct supervision. The subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to represent a boundary survey. The coordinates and bearings are referenced to UTM, North Zone 15, North American Datum of 1983 as derived from GPS observations and where applicable the deed calls are made for comparison to grid bearings.

DWG NO LA-CC-041.000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

Babcock Eagleton, Inc.

George E. Griffith
LA PLS 4893
July 21, 2010

Babcock Eagleton, Inc.
2900 N Loop West, Suite 1000
Houston, TX. 77092
713-871-8787

CALCASIEU PARISH, LOUISIANA

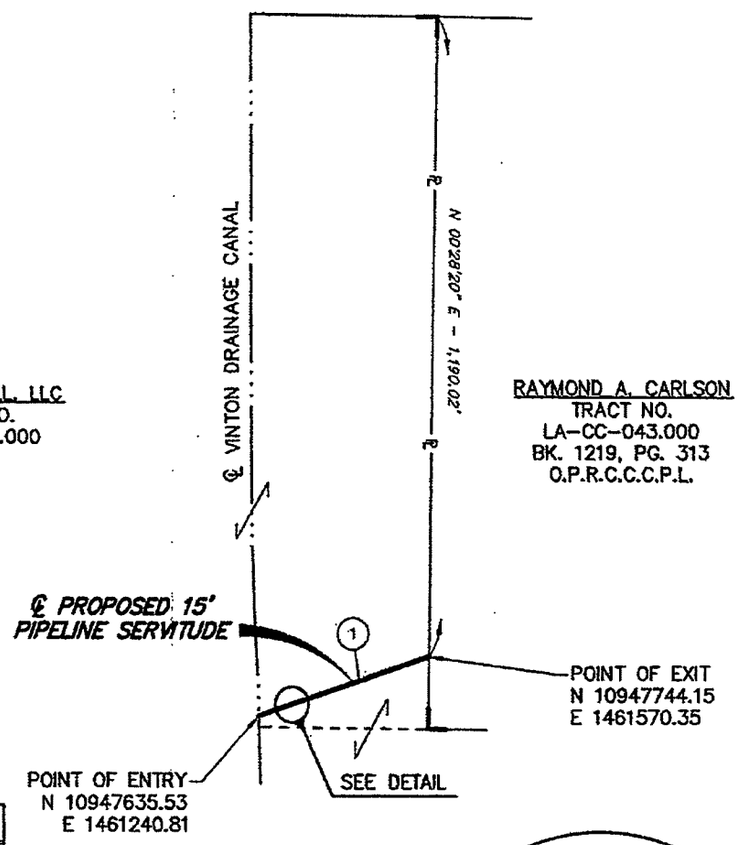
TOWNSHIP 10 SOUTH, RANGE 12 WEST, SECTION 26

J & L JARDELL, LLC

TRACT NO. LA-CC-042.000
W/2 OF NW/4
C.F. NO. 2895535 O.P.R.C.C.C.P.L.
CENTERLINE IS 346.98 FEET OR 21.03 RODS LONG
TOTAL PERMANENT SERVITUDE IS 5,205 SQ. FT. OR 0.12 ACRES
TOTAL TEMPORARY WORKSPACE IS 8,673 SQ. FT. OR 0.20 ACRES

N

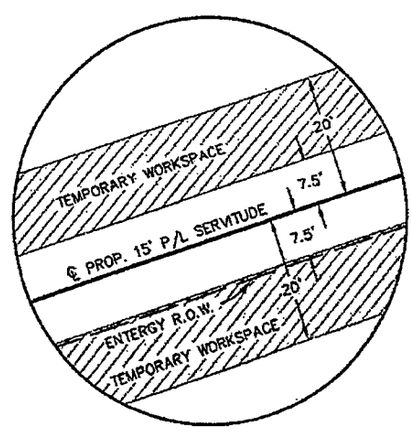
300 150 0 300
SCALE IN FEET



LINE TABLE		
No.	Bearing	Distance
1	N 71°45'26" E	346.98'

~ PERMANENT SERVITUDE

~ TEMPORARY WORKSPACE



DETAIL
N.T.S.

NOTES

1. All bearings, distances and coordinates are referenced to the "Universal Transverse Mercator System", North Zone 15, North American Datum of 1983. The scale factor used was 0.9999418.

2. A centerline description of even date was prepared by the surveyor in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith
Louisiana P.L.S. No. 4893
July 21, 2010

EXHIBIT "A" SHEET 1 OF 1

REV	REVISION	DATE	DRAWN BY	DATE		AIR PRODUCTS & CHEMICALS, INC.			
			ITE	7/21/10					
			CHECKED BY	DATE		PLAT OF THE CENTERLINE FOR A PIPELINE SERVITUDE ACROSS J & L JARDELL, LLC			
			SGH	7/30/10					
			ENGR. APPD.	DATE	2900 N. Loop West, Suite 1000 Houston, Tx. 77092 Phone: 713-871-8787	CALCASIEU PARISH,			LOUISIANA
			PROJ. MGR. APPD.	DATE	ALIGN. DWG.	SCALE	PROJ. NO.	DWG. NO.	REV.
0	ISSUED	8/11/10				1"=300'	APC-009	LA-CC-042.000	0

G:\Projects\APC-009\Mapping\Plats\Calcasieu Parish\LA-CC-042.000.dwg, 8/10/2010 7:57:36 AM, scarlson

Exhibit "B"
Air Products & Chemicals, Inc.
LA-CC-042.000
Calcasieu Parish, Louisiana

Being the centerline of a proposed pipeline servitude situated in Calcasieu Parish, Louisiana being out of the W/2 of NW/4 of Section 26, T 10 S, R 12 W being out of a tract of land described in a deed to J & L Jardell, LLC as recorded in C.F. No. 2895535 O.P.R.C.C.C.P.L. and the said proposed servitude centerline being described by metes and bounds as follows to-wit:

BEGINNING on an interior tract line of the aforesaid J & L Jardell, LLC property same being in the centerline of the Vinton Drainage Canal and being the Point of Entry and having UTM, North Zone 15 coordinate values of N 10,947,635.53 and E 1,461,240.81;

THENCE N 71°45'26" E at 346.98 feet the east boundary line of the said J & L Jardell, LLC property also being a west boundary line of a tract of land described in a deed to Raymond A. Carlson as recorded in Bk. 1219, Pg. 313 O.P.R.C.C.C.P.L. being the Point of Exit having UTM, North Zone 15 coordinate values of N 10,947,744.15 and E 1,461,570.35 from which the northeast corner of same bears N 00°28'20" E 1,190.02 feet;

This centerline contains 21.03 rods, more or less.

NOTE: This legal description is the result of a survey made on the ground under my direct supervision. The subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to represent a boundary survey. The coordinates and bearings are referenced to UTM, North Zone 15, North American Datum of 1983 as derived from GPS observations and where applicable the deed calls are made for comparison to grid bearings.

DWG NO LA-CC-042.000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

Babcock Eagleton, Inc.

George E. Griffith
LA PLS 4893
July 21, 2010

Babcock Eagleton, Inc.
2900 N Loop West, Suite 1000
Houston, TX. 77092
713-871-8787

264

CLERK OF COURT
'93 DEC 9 PM 3 27
CALCASIEU PARISH, LA

Tract # 060270.00

EASEMENT

2192685

For and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned, J & L JARDELL FAMILY PARTNERSHIP, represented herein by EDWARD G. JARDELL and BERNETT WILLIAM JARDELL, JR., Managing Partners, herein called GRANTORS, hereby grant, sell, convey, and warrant to CITGO PIPELINE COMPANY a Delaware corporation with offices located at 6100 South Yale, Tulsa, Oklahoma 74136, its successors and assigns, herein called GRANTEE, a permanent easement for the purpose, from time to time, of constructing, operating, inspecting, maintaining, protecting, marking, repairing, replacing, surveying, and removing a pipeline, and appurtenances, equipment, and facilities useful or incidental to or for the operation or protection thereof, for the transportation of oil, hydrocarbons, gas, water, carbon dioxide, and any other substances whether fluid or solid, any products and derivatives of any of the foregoing, and any combinations and mixtures of any of the foregoing, upon and along a route to be selectedby GRANTEE on, over, and through the following described land located in the Parish of Calcasieu, State of Louisiana, to wit;

The South Half of Section 26, Township 10 South, Range 12 West, Louisiana Meridian, less 20 acres for roads and canals, and less .15 acres for Vinton Drainage Canal Bridge Structure Parcel 1;

together with the unrestrained right of ingress and egress to and from said pipeline on, over, and across said land and adjacent land of GRANTORS with the further right to maintain the easement herein granted clear of trees, undergrowth, brush, structures, and any other items which in GRANTEE'S opinion, may interfere with the normal maintenance or aerial inspection of the pipeline after installation thereof, to the extent GRANTEE deems necessary in the exercise of the rights granted herein.

Said easement herein granted is more particularly and fully described in Exhibit "A" which is attached hereto, incorporated herein by reference, and made a part hereof.

In addition to the permanent easement rights granted herein, GRANTORS further grant to GRANTEE an additional temporary easement 50 feet in width adjoining the full length of the permanent easement granted herein, and such other additional work space as may be shown on the attached Exhibit "A", to be used as working space by GRANTEE during and for the construction and installation of the pipeline and any appurtenant facilities, with the understanding that the permanent easement granted herein shall revert to the width of the pipeline and any appurtenant facilities subsequent to the completion of such construction and installation operations; provided, however, for so long as this agreement may be in force and effect, GRANTEE shall have the right to use that portion of GRANTOR'S land adjacent to the permanent easement herein granted as may be reasonably necessary for the purpose of operating, maintaining, replacing and repairing GRANTEE'S facilities located thereon.

GRANTORS shall have the right to use and enjoy the above described premises; provided, however, GRANTORS shall not exercise such use and enjoyment in a manner that will impair or interfere with the exercise by GRANTEE of any of the rights herein granted. GRANTORS agree not to build, create, construct, or permit to be built, created or constructed, any obstruction, building, lake, engineering works, parallel railroads, above ground pools, sheds, deck, patios, or any other type of structure within fifteen (15') feet of said pipeline. Except for any pipeline or utility crossings which must have a vertical clearance of at least eighteen (18") inches from GRANTEE'S pipe, GRANTORS shall not permit any pipeline or utility to be laid any closer than fifteen (15') feet to GRANTEE'S pipeline. GRANTEE agrees to pay for damages to growing crops, pasturage, timber, fences, drain tile, or buildings of GRANTORS resulting from the exercise of the rights herein granted; provided, however, that after the pipeline has been constructed hereunder, GRANTEE shall not be liable for damages caused on the easement by keeping said easement clear of trees, undergrowth, brush, structures, and/or any other obstructions.

It is agreed that any payment due hereunder may be made directly to said GRANTORS, or any one of them. Further, by execution hereof, GRANTORS hereby convey and release any and all community property and/or homestead and dower rights in and to the within described land which is the subject of this easement, to the extent of the conveyance herein.

The pipeline constructed under this grant across land under cultivation shall be buried at the time of original construction to such a depth as will not interfere with ordinary cultivation at the time of completion of construction, thirty- six (36) inches of cover in cultivated areas, and at least twenty-four (24) inches of cover through rock, unless GRANTEE, in GRANTEE'S sole discretion, elects to bury such pipeline at greater depths than those specified herein. GRANTORS shall not reduce the cover over the pipeline at any time; nor shall GRANTORS allow the reduction of such cover by any third party. Further, GRANTORS shall not add more than two feet of cover over the pipeline, at any time; nor shall GRANTORS allow the addition of any such cover in excess of two (2) feet to be made by anythird party.

When GRANTEE, its successors and assigns shall permanently abandon the pipeline and/or right of way, then GRANTEE, upon written request from GRANTOR, at its own cost and expense, shall remove said pipeline and all of its facilities from the hereinabove described property and otherwise reasonably restore the premises to the same condition in which they were prior to the execution of this agreement and shall leave the premises in such condition so as to be in compliance with all Environmental Protection Agency or other governmental regulations.

GRANTORS agree to execute and deliver to GRANTEE, without additional compensation, any additional documents needed to correct or redefine the legal description of the easement area to conform to theright of way actually occupied by the pipeline.

GRANTORS warrant that they are the owners of the land herein conveyed and have the right to make this conveyance and receive payment therefore.

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

EXECUTED this 22nd day of OCTOBER, 1993.

WITNESS:

J & L JARDELL FAMILY PARTNERSHIP

By: EDWARD G. JARDELL, Managing Partner

By: BERNETT WILLIAM JARDELL, JR., Managing Partner

265

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH/~~COUNTY~~ OF CALCASIEU

On this 22nd day of OCTOBER, 1993, before me personally appeared EDWARD G. JARDELL & BERNETT WILLIAM JARDELL, JR.

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

My commission expires on: At Death

Merelene Clark
Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____

PARISH/COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____

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

My commission expires on:

_____

_____
Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____

PARISH/COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____

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

My commission expires on:

_____

_____
Notary Public

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

PARISH/COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____

by _____ the _____ of _____,

a _____ corporation on behalf of said corporation.

My commission expires on:

_____

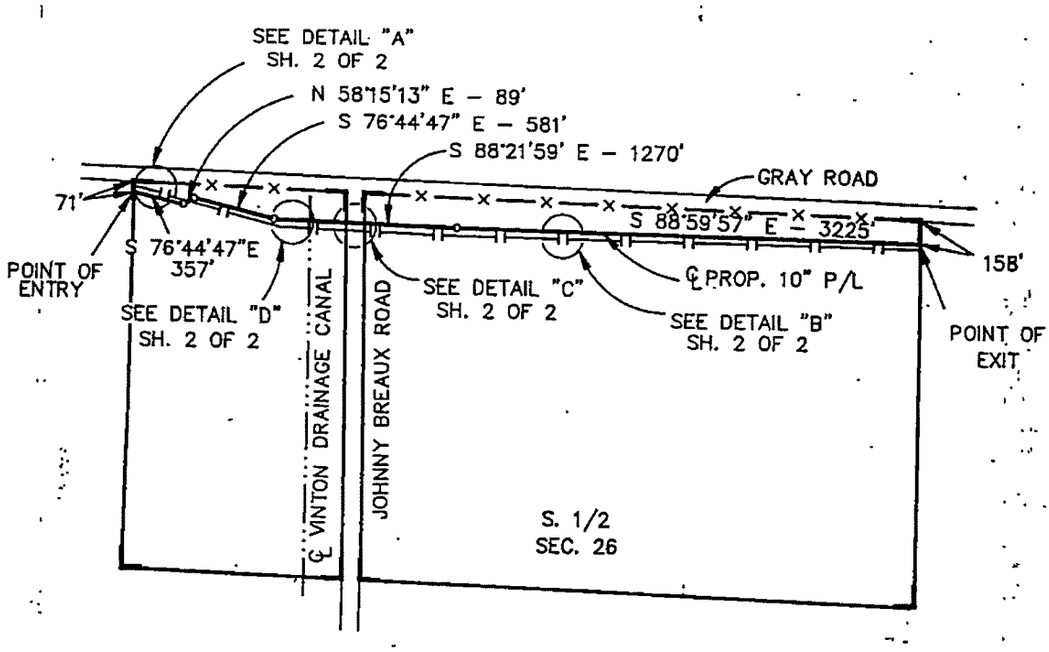
_____
Notary Public

CALCASIEU PARISH, LOUISIANA
T-10-S,R-12-W

EXHIBIT "A"

J. & L. JARDELL FAMILY PARTNERSHIP

PROPERTY RECORDED IN
VOL.31 PG.581 DEED RECORDS OF
CALCASIEU PARISH, LOUISIANA
TRACT NO. 060270.00
℄ PROP. P/L CONTAINS 5522 LINEAR FEET OR 334.7 RODS



NOTE:
BEARINGS AND DISTANCES SHOWN
ARE BASED ON GRID NORTH.

CAD FILE No. 058J0822	PLOT DATE: 10/19/93	TRACT No. 060270.00
SCALE: 1"=1000'	DATE	CITGO Pipeline Company
DRAWN BY: D.M. KLIPPER	3/8/93	
INITIAL CK:		
FINAL CK: L.S.	10/20/93	LAKE CHARLES TO MONT BELVIEU LPG PIPELINE SYSTEM
ENGR:	10/20/93	TITLE: PROPOSED PIPELINE RIGHT-OF-WAY ACROSS PROPERTY OF J. & L. JARDELL FAMILY PARTNERSHIP
APPROVED BY:		DWG. NO. 058-2106-A22
P.E. NO.		REV. 1

SHEET 1 OF 2

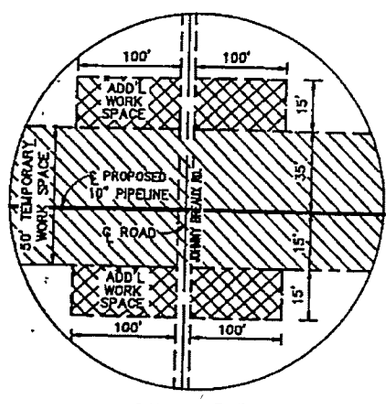
CALCASIEU PARISH, LOUISIANA
T-10-S,R-12-W

EXHIBIT "A"

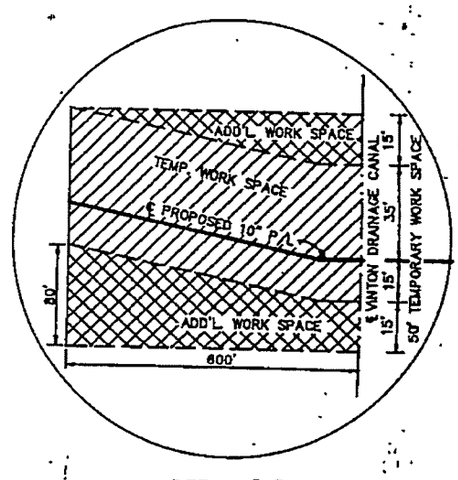
267

J. & L. JARDELL FAMILY PARTNERSHIP

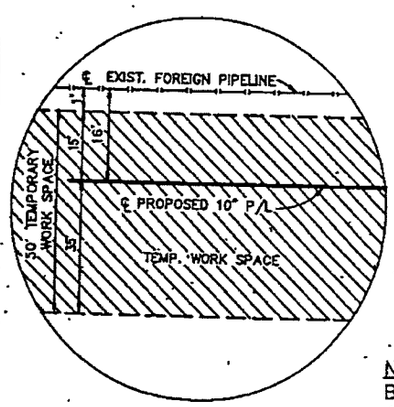
PROPERTY RECORDED IN
VOL.31 PG. 581 DEED RECORDS OF
CALCASIEU PARISH, LOUISIANA
TRACT NO. 060270.00
PROP. P/L CONTAINS 5522 LINEAR FEET OR 334.7 RODS



DETAIL "C"
NOT TO SCALE

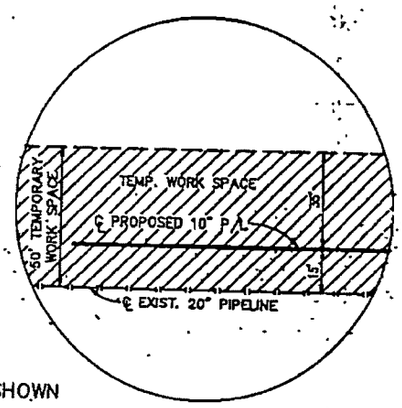


DETAIL "D"
NOT TO SCALE



DETAIL "A"
NOT TO SCALE

NOTE:
BEARINGS AND DISTANCES SHOWN
ARE BASED ON GRID NORTH.



DETAIL "B"
NOT TO SCALE

CAD FILE No. A58J0622	PLOT DATE: 10/18/93	TRACT No. 060270.00
SCALE: 1"=1000'	DATE	CITGO Pipeline Company
DRAWN BY: D.M. KLIPPER	3/8/93	
INITIAL CK:		LAKE CHARLES TO MONT BELVIEU LPG PIPELINE SYSTEM
FINAL CK: L.S.	10/23/93	
ENGR: D.L. [illegible]	10/20/93	TITLE: PROPOSED PIPELINE RIGHT-OF-WAY ACROSS PROPERTY OF J. & L. JARDELL FAMILY PARTNERSHIP
APPROVED BY:		DWG. NO. 058-2106-A22
P.E. NO.		REV. 1

SHEET 2 OF 2

RECORDED DECEMBER 10, 1993 James R. Andrus CLERK OF COURT
EX OFFICIO RECORDER

OFFICE OF CLERK OF COURT
90 JUN 19 AM 8:35
CALCASIEU PARISH, LOUISIANA

For-
Ed Carbello

RIGHT OF WAY GRANT

STATE OF LOUISIANA
PARISH OF CALCASIEU

} Partnership I. D. 72-0994566

2060769

KNOW ALL MEN BY THESE PRESENTS:

That The J. H. Jardell Family Partnership, does by these presents grant unto the Gravity Drainage District No. Two of Calcasieu Parish, Louisiana, through its President and Board of Commissioners, the necessary right-of-way for the construction, maintenance and improvement of drainage facilities through and across my property in:

East Half of Southeast Quarter (E/2 of SE/4) of Section 22, West Half of Southwest Quarter (W/2 SW/4) of Section 23, Northeast Quarter of Northwest Quarter (NE/4 of NE/4) of Section 27, West Half of Northwest Quarter (W/2 of NW/4) of Section 26 all in Township 10 South, Range 12 West less twenty (20) acres for public road and canal, being 260 acres. South Half of (S/2) of Section 26, Township 10 South Range 12 West less twenty (20) acres for road and canal, being 300 acres

All improvements to consist of widening, deepening, or straightening existing drainage facilities. Consideration for this grant is the expectation of benefits to said property as a result of the drainage improvement.

In witness whereof this instrument is executed on this May 29 - 90 day of _____, 1990

WITNESSES:

Debra Jardell
Edward Carbello

Marie L. Jardell
Edward H. Jardell
Grantor
(Have sole Discretion for the Partnership)

Recorded June 19, 1990 James R. Andrus Clerk of Court & Ex Officio Recorder

STATE PROJECT NO.713-46-01
F.A.P. NO BRO-0005
VINTON DRAINAGE CANAL BRIDGE
STRUCTURE P10-30096-93340-1
CALCASIEU PARISH
PARCEL NOS. I & I-A

CONVEYANCE

2040467

SALE

STATE OF LOUISIANA:

PARISH OF CALCASIEU:

For the price and on the terms and conditions hereinafter set forth, ~~WE,~~ I, MABEL G. JARDELL, 1/10 interest and 1/2 of 5/200 interest, a single woman,

SS # [redacted]

residents of Calcasieu Parish, State of Louisiana, being hereinafter sometimes referred to as the "Vendor", have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey and deliver unto all lawful warranties and with substitution and subrogation to all of my rights and actions of warranty, unto the CALCASIEU PARISH POLICE JURY of the Parish of Calcasieu, State of Louisiana, for use by the Calcasieu Parish Police Jury, herein represented by its President, accepting and acknowledging delivery and possession for Calcasieu Parish, all my rights, title and interest in and to the following described property situated in the Parish of Calcasieu, State of Louisiana, to-wit:

DESCRIPTION

PARCEL I:

For a point of beginning, commence at the SE Corner of the NE 1/4 of Section 26, Township 10 South, Range 12 West (26-10-12), Calcasieu Parish, Louisiana, thence North 88° 54' 14" West 3591.81 feet along the East/West centerline of said Section 26, thence S 1° 05' 46" East 35.20 feet to point of beginning: thence N 89° [illegible] 20' West 366.49 feet, thence S 41° 47 22' East 41.64 feet to a point in a curve concave to the North said curve having a central angle of 24° 13' 21" and a radius of 427.48 feet, thence along said curve 180.72 feet to point of tangency thence W 89° 33' 50" West 140.0 feet, thence S 0° 26' 10" East 100 0 feet, thence S 89° 33' 50" East 119.61 feet, thence S 41° 33' 50" East 80.0 feet, thence N 48° 26' 10", E 50 ft., th. N 41° 33' 50" W 37.66 feet to a point labeled "A", this also being the beginning of a curve concave to the North having a central angle of 28°10 56" and a radius of 527.48 feet, thence along said curve 259 44 feet to the point of reverse curve, said curve having a central angle of 31° 38 15" and a radius of 432.06 feet, thence along said curve 238.57 feet, thence N 1° 05' 46" West 9.04 feet to point of beginning.

This sale and conveyance is made for and in consideration of the price and sum of THREE HUNDRED NINETY-NINE and 37/100 ($399.37) DOLLARS, which price the Calcasieu Parish Police Jury hereby binds and obligates itself to pay to Vendor upon the approval by the Calcasieu Parish Police Jury of Vendor's title to the hereinabove described property.

The parties hereto do hereby acknowledge and declare that of the aforesaid price and sum of $ 399.37, the amount of $ 150.75 constitutes a full and final payment for any and all damages to and diminution in value of Vendor's remaining property as a result of the taking of the property conveyed and the construction of the highway improvements.

Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of the Vendor's remaining property as a result of the transfer of this property for highway purposes.

All ad valorem taxes assessed against the above described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be pro-rated in accordance with the provisions of Act No. 123 of the Legislature for the year 1954.

It is understood and agreed that Vendor reserves unto himself, his heirs and assigns all oil and gas minerals beneath teh area hereinabove described it is specifically understood however, that while no exploration, drilling nor mining of oil or gas minerals of any kind shall be conducted upon said area there may be directional drilling from adjacent lands to extract the oil or gas minerals from under said area.

Concomitant with the sale and transfer of the hereinabove described property, Vendor does also grant unto the Calcasieu Parish Police Jury, a temporary construction servitude, on, over and across Vendor's property to accomodate construction of the said State Project No.713-46-01, and which temporary construction servitudes are described as follows:

PARCEL I-A:

Beginning at Point "A", thence S 41° 33' 50" East 37.66 feet, thence S 15° 25' 23" East 132.61 feet, thence N 83° 39' 40' East 117.99 feet, thence N 24° 05' 29" West 177.65 feet to a point in a curve concave to the North, said curve having a central angle of 11°36' 53" and a radius of 527.48 feet thence along said curve 106.92 feet to point of beginning.

It is understood and agreed by all parties that the Calcasieu Parish Police Jury's rights to the use of the above described temporary construction servitude shall terminate upon the date of completion; and final acceptance of State Project No. 713-46-01, and the property traversed thereby shall be left free of construction scars.

The temporary construction servitude hereby granted shall be for a term of three (3) years at $250 00 and servitude shall commence upon the date of a Work Order issued to the Calcasieu Parish Police Jury's contractor, for construction of the construction project for which the servitude is required.

Should the above recited term not be sufficient to complete construction activities, the Grantor grants to the Calcasieu Parish Police Jury the option to extend this servitude for an additional one (1) year at the same terms, conditions and rental as herein specified. This extension shall be automatic and without additional compensation unless Grantor notifies the Calcasieu Parish Police Jury.

It is further agreed and understood that the Calcasieu Parish Police Jury's rights to the said construction servitude shall terminate upon the date of completion and final acceptance of the said project and the fee simple title to the said property shall remain vested in the Grantor.

IN TESTIMONY WHEREOF, the parties hereby have signed and executed and acknowledge this instrument as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, as of the 13TH day of OCTOBER, 1989.

WITNESSES:

Val a. Sweeney

Debby Jardell

Mabel G. Jardell

MABEL G. JARDELL
By Marie L. Jardell
Attorney in Fact

WITNESSES:

Dixie Fontenot

Katie Rashall

CALCASIEU PARISH POLICE JURY

Ray Campbell

BY:
PRESIDENT

AFFIDAVIT

STATE OF LOUISIANA:

PARISH OF CALCASIEU:

BEFORE ME, the undersigned authority this day personally appeared VAL A. SWEENEY, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on his oath, say: That he subscribed his name to the foregoing instrument as a witness, and that he knows MABEL G. JARDELL, executed the same and saw her sign the same as her voluntary act and deed and that VAL A. SWEENEY subscribed his name to the same at the same time as an attesting witness.

Val A. Sweeney
VAL A. SWEENEY

SWORN TO AND SUBSCRIBED before me, on this 31st day of October, 1989.

Carolyn S. Kashall
NOTARY PUBLIC

Embossed herein is my notary seal
CAROLYN S. KASHALL
My commission is for life.

Recorded November 10, 1989 James R. Andrus Clerk of Court & Ex Officio Recorder

CONVEYANCE

RIGHT OF WAY AGREEMENT

OFFICE OF CLERK OF COURT
Jul 16 10 02 AM '79
CALCASIEU PARISH, LOUISIANA

1568700

STATE OF LOUISIANA

PARISH OF CALCASIEU

THAT FOR AND IN CONSIDERATION of the sum of One Thousand and No/100 Dollars ($1,000.00) and other good and valuable considerations to the undersigned (herein styled) Grantor, whether one or more, paid the receipt of which is hereby acknowledged, the said Grantor does hereby acknowledge, the said Grantor does hereby GRANT AND CONVEY unto the Continental Oil Company, a Delaware corporation, (herein styled Grantee) its successors and assigns, the right of way and easement to construct, maintain, and operate a pipeline and valve site on, over and through the following described lands situated in Calcasieu Parish, State of Louisiana:

> Across the West Half of Northwest Quarter of Section 26, in Township 10 South, Range 12 West as shown on attached plat made a part hereof.

Said servitude or right of way being limited to sixty (60) feet in width, during the construction and laying of the pipeline except that adjacent to highways, roads, railroads, canals, ditches and bayous whatever width needed can be used. After completion of laying the pipeline, this servitude shall be reduced to the width of said pipeline except for valve site. Grantor shall follow D.O.T. regulations in developing the land in the future and Grantor agrees not to build over said pipeline.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this right of way and easement or any part thereof or interest therein. The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the right herein granted, including, but without limiting the same to the right to remove or cause to be removed from said right of way and easement all rocks, trees, limbs (not including fences) which might endanger or interfere with the use of said right of way and easement, and also including the right of ingress and egress, which ingress and egress shall be and is limited to such right of way and easement and existing roads. The above payment includes any and all damages caused in the construction of the pipeline including all damages tenant might suffer.

TO HAVE AND TO HOLD the said right of way and easement, unto said Grantee, its successors and assigns, until such pipeline be constructed and so

Please Return To:
RIGHT OF WAY AND CLAIMS DIVISION
CONTINENTAL OIL COMPANY
HOUSTON, TEXAS

long thereafter as a pipeline is maintained thereon; for a period not to exceed 30 years and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and defend all and singular the said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming to or to claim the same or any part thereof for 87.3 rods only. Grantee has the option to renew the said right of way agreement for an additional 30 years for the same consideration as herein recited.

This grant is made subject to the following conditions:

(a) The Grantors shall have the right to fully use and improve the surface of said premises and all rights of the Grantee herein are subordinated to Grantor's use of the property for agricultural purposes and for the development of oil, gas and other minerals, and in the furtherance of the said use of the property by the Grantors, at the request of the Grantors, the Grantee herein agrees to relocate and rearrange the said pipeline in such a manner as to accommodate these uses by the landowners; said relocation to be on other parts of Grantors' property.

(b) The Grantee herein hereby agrees to pay all damages other than normal construction damages suffered by the owners of the above described property by reason of the laying, constructing, maintaining and operating or removing of said pipeline or any action or failure of action by the said Grantee and to indemnify and hold harmless the owners of the above described property against all claims in damages of third persons, whether to property or persons, on account of the laying, erecting, maintaining and operating or removing of said pipeline.

(c) Whenever it becomes necessary for Grantee or its agent or contractor, to cross a fence, at all times a proper enclosure will be maintained and said fence will be restored as promptly as possible to as good condition as it was prior to crossing.

(d) It is agreed that the Grantee shall bury said pipeline at least two feet under the bottom of field ditches and six feet below bottom of field canals, and to such a depth that it is not to interfere with present or future agricultural operations on said land, and it is further agreed and understood that said pipeline shall be constructed so as not to interfere with the present system of drainage on the above described property and that should it be necessary at any time in the future for the owners of the above described

property to cross said pipeline with ditches, canals or roads, that the said Grantee herein shall raise or lower said pipeline so that said pipeline shall not interfere with the construction of roads, ditches or canals, and/or the flow of water through said ditches or canals.

(e) Grantee shall remove all stakes or posts which may have been put into the ground and shall take reasonable measures to pack the backfill to prevent subsidence and generally to restore the surface of the land to as nearly its original condition as may be practicable.

(f) Grantee shall have the right to place only one pipeline under the easement.

(g) Grantee shall never have the right to fence whole or any part of said easement except valve site.

(h) Grantors shall have the right, at their option, to fence the whole or any part of the boundaries of said right of way and/or to build cross-fences, but not to build any fences within said right of way except cross-fences, which said cross-fences shall cross the said right of way by as short a route as is reasonably practicable.

(i) Neither Grantee nor its agents or contractors shall trap or hunt on any portion of the above described lands.

(j) Grantors, their assigns and heirs, shall have the right to place across said right of way and easement, roads, streets, sidewalks, driveways, electric light and power lines, sewer lines, gas lines, water lines, telephone poles and telephone lines, and any and all other utilities, and to locate existing roads or driveways at his option.

(k) Grantee will remove from the land of the Grantors all timber and brush cut by them thereon immediately, including that timber and brush cut on the right of way.

(l) This does not convey any right to load or unload barges or construct terminals on existing water ways.

(m) This right of way agreement is for a period not to exceed 30 years. However Grantee has the option to renew for an additional 30 years.

Grantee further agrees that in the event Grantors, their heirs or assigns, dredge a canal or canals across any of their land which intersect the right of way here granted, Grantee will, at its option, at its own expense either lower its pipeline below the level of such canal or raise its said pipeline, so as to go over such canal. If Grantee elects to raise its pipeline

over said canal at a height sufficient to give a clearance of not less than eight (8') feet between the bottom of the pipe and the average level of the ground on both sides of the canal, exclusive of the levees.

The pipeline crossing existing canals or bayous shall be buried to a depth that will not interfere with the use of said canals or bayous.

That under no condition shall right of way and easement herein granted be used during any period that would result in damage being done to roadways because of wet conditions except for the purpose of making emergency repairs caused by breaks, leaks or stoppage.

Said servitude or right of way being limited to the land actually required for the aforesaid purposes and in no event to exceed width of the line except to make repair. Grantee its successors and assigns shall have the right for a site not to exceed 20 feet by 30 feet to install, maintain, inspect, alter, repair, operate, and remove such meter, scraper traps, overhead valves and boxes, apparatus and equipment, including fences and structures to enclose same if desired by Grantee, as may be necessary or convenient for Grantee together with roadway rights of ingress and egress to and from the above described. Said roadway may be maintained and improved by Grantee at Grantees option as necessary to allow passage of vehicles and equipment.

Grantee herein does hereby agree that the said pipeline shall be designed, constructed, and operated with the specifications required by the Department of Transportation for Class III location.

It is agreed and understood that the servitude herein granted is without representation, warranty or recourse, and is subject to all existing servitudes and outstanding rights on the property hereinabove described.

It is further agreed and understood that unless the proposed pipeline is constructed by Grantee within two years from date hereof, all rights under this grant shall terminate; and that if Grantee discontinues the exercise of its rights herein, or should ever endeavor to use the rights herein granted for any other purpose than the laying, erecting, maintaining and operating or removing of said pipeline on, over, under or across said property, its rights herein shall terminate.

It is further agreed and understood that upon termination of the Grantee's rights herein for any cause, it will at Grantors request remove all of its property from the servitude within one year from the termination of Grantee's rights and restore the premises to its former condition.

WITNESS WHEREOF this instrument is signed as of the 17TH day of January, 1979.

WITNESSES:	GRANTORS:
John R. Vice	[illegible]
Laura F. Jardell	[illegible]
John R. Vice	[illegible]
[illegible]	[illegible]
John R. Vice	[illegible]
[illegible]	[illegible]
John R. Vice	[illegible]
[illegible]	[illegible]
John R. Vice	Marie L. Jardell
[illegible]	[illegible]
John R. Vice	Debra Ann Chesson
[illegible]	[illegible]
John R. Vice	[illegible]
[illegible]	[illegible]
John R. Vice	Howard Jardell
Patricia Lambert	[illegible]
John R. Vice	[illegible]
Patricia Lambert	[illegible]
David A. Petty	Dolores Marie Jardell Denton
John R. Vice	[illegible]
David A. Petty	[illegible]
John R. Vice	Cheryl A. Jardell
David A. Petty	[illegible]
John R. Vice	Pattie Jane Taylor Jardell
David A. Petty	[illegible]
John R. Vice	[illegible]
David A. Petty	[illegible]
John R. Vice	[illegible]
David A. Petty	[illegible]
[illegible]	[illegible]

WITNESSES:	GRANTORS:
David A. Petty	Lionel Louis Jardell
John R. Vice	Roy Alvin Jardell, Jr.
Jo Ann Harris	Mabel Anna Legan Jardell
Elena Bracy	Patricia Jean Jardell
David A. Petty	Howard Gayle Jardell
John R Vice	
David A. Petty	
John R. Vice	
Brenda Jones	
John R. Vice	

CRD

STATE OF LOUISIANA :

PARISH OF Calcasieu :

BEFORE ME, a duly commissioned and qualified Notary Public in and for said Parish and State, personally came and appeared John R. Vice, who being duly sworn on oath, deposes and says:

That he is one of the attesting witnesses to the above and foregoing contract, and that same was duly executed in his presence and that of Laura F. Jardell, Guy G. Gullic, Patricia Lambert and David A. Petty, the other attesting witness, by the parties thereto on the date therein stated.

John R. Vice

Subscribed and sworn to before me at Lake Charles, Louisiana, on this 27 day of February, A.D. 19 79.

Linda R. DeRousselle
NOTARY PUBLIC

STATE OF LOUISIANA :

PARISH OF Calcasieu :

BEFORE ME, a duly commissioned and qualified Notary Public in and for said Parish and State, personally came and appeared David A. Petty, who being duly sworn on oath, deposes and says:

That he is one of the attesting witnesses to the above and foregoing contract, and that same was duly executed in his presence and that of Greg K. Moroux, John R. Vice, Jo Ann Harris and Debra Breaux and Brenda Jones, the other attesting witness, by the parties thereto on the date therein stated.

David A. Petty

Subscribed and sworn to before me at Lake Charles, Louisiana, on this 27 day of February, A.D. 19 79.

Linda R. DeRousselle
NOTARY PUBLIC

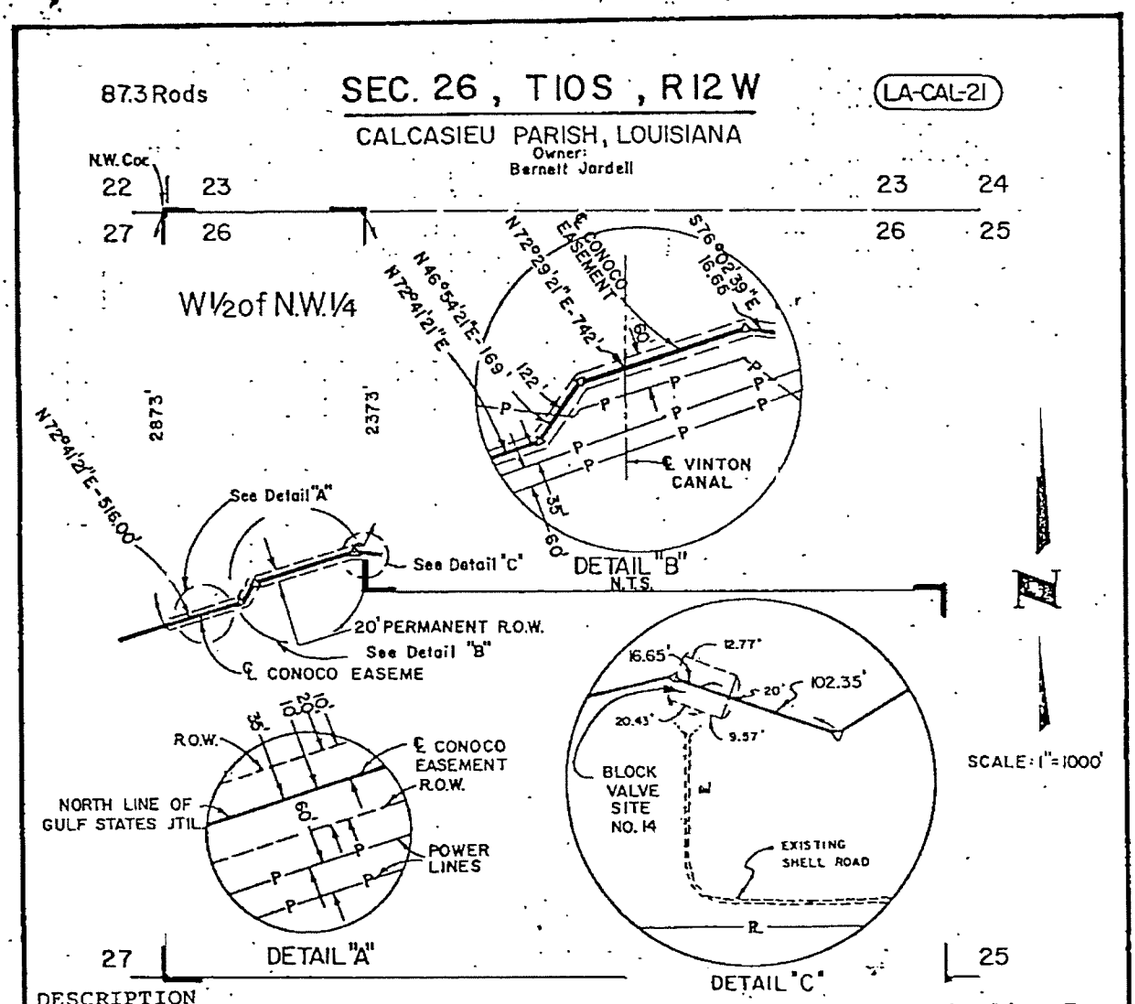
THE STATE OF _____ :

COUNTY OF _____ :

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person___ whose name___ is/are subscribed to the foregoing instrument and acknowledge to me that ___he___ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the _____ day of _____, A.D., 19_____.

_____
Notary Public in and for _____
County, _____



DESCRIPTION

Centerline Description of a 20' wide Continental Oil Company Pipeline Easement (Permanent Right of Way) over, across and through the S1/2 of Sect.26 and the W1/2 of N.W1/4 of Sect.26, T10S,R12W, Parish of Calcasieu,Louisian Beginning at a point on the West line of said Sect.26, from which the N.W. corner of said Sect.26 bears northerly a distance of 2873ft.,Thence N 72° 41'21"E, parallel to and 10ft. So of the No. line of Gulf States Utilities R.O.W. 516ft. Thence N46°54'21""E, pass at 48ft. a three wire power line, in all a total distance of 169 feet, Thence N 72°29'21"E, parallel to and 60ft. No. of said power line; pass at 451 ft. the centerline of Vinton Cana in all a total distance of 742 feet, Thence S76°02'39"E, a distance of 16.65 feet to the Point of Ending and the intersection with the East line of said W 1/2 of N.W. 1/4 of Section 26, from which the No. line of said Section 26 bears northerly a distance of 2373 feet.

NOTE: Bearings based on Louisiana South Zone Grid.

ISSUE:	NATURAL GAS PRODUCTS-BAYOU P/L CONTINENTAL OIL COMPANY HOUSTON, TEXAS	No. 1-2.2-21
APPD:		DWR. E.PRICE
DATE: 8-10-78		

REV. 8/30/78 REV. 9/20/78 Added roddage and Parcel Number ONLY
Rev. 9/12/80 Rev. 12-8-78

RECORDED: JULY 17, 1979 Victor Hillebrandt CLERK OF COURT & EX OFFICIO RECORDER

R/W 18 26 25 2 00

OFFICE OF CLERK OF COURT
OCT 21 1 43 PM '74
CALCASIEU PARISH, LOUISIANA

1350074

CONVEYANCE

RIGHT OF WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

THAT FOR AND IN CONSIDERATION of the sum of One Hundred and No/100 ($100.00) and other good and valuable considerations to the undersigned (herein styled) Grantor, whether one or more, paid the receipt of which is hereby acknowledged, the said Grantor does hereby acknowledge, the said Grantor does hereby GRANT AND CONVEY unto The Dow Chemical Company, a Delaware corporation, (herein styled Grantee) its successors and assigns, the right of way and easement to construct, maintain, and operate a pipeline on, over and through the following described lands situated in Calcasieu Parish, State of Louisiana:

> Across the South half of Section 26, in Township 10 South, Range 12 West.

Said servitude or Right of Way being limited to sixty (60) feet in width, during the construction and laying of the pipeline except that adjacent to highways, roads, railroads, canals, ditches and bayoues whatever width needed can be used. After completion of laying the pipeline this servitude shall be reduced to the width of said pipeline.

The Grantee its successors and assigns are hereby expressly given and granted the right to assign this Right of Way and easement or any part thereof or interest therein. The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the right herein granted, including, but without limiting the same to the right to remove or cause to be removed from said right of way and easement all rocks, trees, limbs (not including fences) which might endanger or interfere with the use of said right of way and easement, and also including the right of ingress and egress, which ingress and egress shall be and is limited to such right of way and easement and existing roads.

R/W 18

17

TO HAVE AND TO HOLD the said right of way and easement, unto said Grantee, its successors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon; for a period not to exceed 30 years and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and defend all and singular the said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming to or to claim the same or any part thereof for 320 rods only.

This grant is made subject to the following conditions:

(a) The Grantors shall have the right to fully use and improve the surface of said premises and all rights of the Grantee herein are subordinated to Grantor's use of the property for agricultural purposes and for the development of oil, gas and other minerals, and in the furtherance of the said use of the property by the Grantors, at the request of the Grantors, the Grantee herein agrees to relocate and rearrange the said pipeline in such a manner as to accomodate these uses by the landowners; said relocation to be on other parts of Grantors' property.

(b) The Grantee herein hereby agrees to pay all damages suffered by the owners of the above described property by reason of the laying, constructing, maintaining and operation or removing of said pipeline or any action or failure of action by the said Grantee and to indemnify and hold harmless the owners of the above described property against all claims in damages of third persons, whether to property or persons, on account of the laying, erecting, maintaining and operating or removing of said pipeline.

(c) Whenever it becomes necessary for Grantee or its agent or contractor, to cross a fence, at all times a proper enclosure will be maintained and said fence will be restored as promptly as possible to as good condition as it was prior to crossing.

(d) It is agreed that the Grantee shall bury said pipeline at least two feet under the bottom of field ditches and six feet below bottom of field canals, and to such a depth that it is not to interfere with present or future agricultural operations on said land, and it is further agreed and understood that said

pipelines shall be constructed so as not to interfere with the present system of drainage on the above described property and that should it be necessary at any time in the future for the owners of the above described property to cross said pipeline with ditches, canals or roads, that the said Grantee herein shall raise or lower said pipeline so that said pipeline shall not interfere with the construction of roads, ditches or canals, and/or the flow of water through said ditches or canals.

(e) Grantee shall remove all stakes or posts which may have been put into the ground and shall take reasonable measures to pack the backfill to prevent subsidence and generally to restore the surface of the land to as nearly its original condition as may be practicable.

(f) Grantee shall have the right to place only one pipeline under the easement.

(g) Grantee shall never have right to fence whole or any part of said easement.

(h) Grantors shall have the right, at their option, to fence the whole or any part of the boundries of said Right of Way and/or to build cross-fences, but not to build any fences within said right of way except cross-fences, which said cross fences shall cross the said right of way by as short a route as is reasonably practicable.

(i) Neither Grantee nor its agents or contractors shall trap or hunt on any portion of the above described lands.

(j) Grantors, their assigns and heirs, shall have the right to place across said right of way and easement, roads, streets, sidewalks, driveways, electric light and power lines, sewer lines, gas lines, water lines, telephone poles and telephone lines, and any and all other utilities and to relocate existing roads or driveways at his option.

(k) Grantee will remove from the land of the Grantors all timber and brush cut by them thereon immediately, including that timber and brush cut on the right of way.

(l) This does not convey any right to load or unload barges or construct terminals on existing water ways.

(m) This right of way agreement is for a period not to exceed 30 years.

Grantee further agrees that in the event Grantors, their heirs or assigns dredge a canal or canals across any of their land which intersect the right of way here granted, Grantee will, at its option, at its own expense either lower its pipeline below the level of such canal or raise its said pipeline, so as to go over such canal. If Grantee elects to raise its pipeline over said canal at a height sufficient to give a clearance of not less than eight (8') feet between the bottom of the pipe and the average level of the ground on both sides of the canal, exclusive of the levees.

The pipeline crossing existing canals or bayous shall be buried to a depth that will not interfere with the use of said canals or bayous.

That under no condition shall right of way and easement herein granted be used during any period that would result in damage being done to roadways because of wet conditions except for the purpose of making emergency repairs caused by breaks, leaks or stoppage.

Said servitude or right of way being limited to the land actually required for the aforesaid purposes and in no event to exceed width of the line except to make repair.

Grantee herein does hereby agree that the said pipeline shall be designed, constructed, and operated with the specifications required by the Department of Transportation for Class III location.

It is agreed and understood that the servitude herein granted is without representation, warranty or recourse, and is subject to all existing servitudes and outstanding rights on the property hereinabove described.

It is further agreed and understood that unless the proposed pipeline is constructed by Grantee within one year from date hereof, all rights under this grant shall terminate; and that if Grantee discontinue the exercise of its rights herein, or should

ever endeavor to use the rights herein granted for any other purpose than the laying, erecting, maintaining and operating or removing of said pipeline on, over, under or across said property, its rights herein shall terminate.

It is further agreed and understood that upon termination of the Grantee's rights herein for any cause, it will remove all of its property from the servitude within one year from the termination of Grantee's rights and restore the premises to its former condition.

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IN WITNESS WHEREOF this instrument is signed as of the 29th day of May, 1974.

WITNESSES:

Mrs. Robert N. Perry
Mrs. Laura Campbell
Mrs. Eva Mooney

Roy Alvin Jardell
ROY ALVIN JARDELL 1/10 int.

Edward Gene Jardell
EDWARD GENE JARDELL 1/20 int.

Mrs. Eva Mooney

Debra Ann Chassion
DEBRA ANN CHASSION 1/20 int.

Mrs. Eva Mooney

Bernett William Jardell
BERNETT WILLIAM JARDELL 1/10 int.

Thomas J. Hebert

Janelle Hamblet Hebert
JANELLE HAMBLET HEBERT 1/20 int.

Elton Carl Hefley

Albert R. Hamblet
ALBERT R. HAMBLET, JR. 1/20 int.

Mrs. Robert N. Perry
Mrs. Laura Campbell
Mrs. Patrick Regan

Mrs. Pearl Jardell Davis
PEARL JARDELL DAVIS 1/10 int.

Mrs. Mabel Jardell
MABEL JARDELL 1/10 int.

Clyde L. Regan
Mrs. Gene Jardell
Joseph J. Regan
Deanie Jardell
Roy A. Jardell, Jr.

Marie Louise Jardell
MARIE LOUISE JARDELL 1/10 int.

Daniel Joseph Jardell
DANIEL JOSEPH JARDELL 1/10 int.

Paul P. Jardell, Jr.
PAUL P. JARDELL, JR. 1/50 int.

Mrs. Margaret S. Butaud
Mrs. Roy Jardell
Sr. Patrick Jardell
Mrs. Margaret S. Butaud

John M. Jardell by Mrs. Paul P. Jardell, Sr., agent
JOHN M. JARDELL 1/50 int.

Lynn Louise Jardell Moroux
LYNN LOUISE JARDELL MOROUX 1/50 int.

Alex Taylor Jr.

Thomas Jardell
TOM GLENN JARDELL 1/50 int.

Cheryl Ann Jardell
CHERYL ANN JARDELL 1/50 int.

Mrs. Roy Jardell
Mrs. Lillie Pelham Jardell

Howard Jardell
HOWARD JARDELL 6/100 int.

22

WITNESSES CONT:

Roy A. Jardell, Jr.
Mrs Roy Jardell
Lionel Louis Jardell
Mrs Lillian Jardell
Margaret R. Conner
Arthur L. Plaurie
Mrs Roy Jardell
Mrs J. H. Taylor

Howard Gayle Jardell
HOWARD GAYLE JARDELL 1/100 int.

Howard Jardell
JERRY D. JARDELL 1/100 int.
herein represented by Howard Jardell, Agent and Attorney in Fact

Dolores M. Jardell Denton
DOLORES M. JARDELL 1/100 int.

Nettie Jane Taylor Jardell
William Edward Jardell II &
Lizabeth Rene Jardell, herein represented by NETTIE JANE TAYLOR JARDELL, Natural Tutrix.

STATE OF _____

PARISH (OR COUNTY) OF _____

On this _____ day of _____, 19____, before me personally appeared _____

_____

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

_____
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared _____ who being by me duly sworn, deposed and said that _____ was one of the subscribing witnesses to the foregoing instrument; that the same was signed by _____ _____ well known to the said appearer to be the identical person so executing the same as _____ own free will, act and deed, for the uses, purposes and considerations therein expressed in the presence of appearer and in the presence of _____ _____ the other subscribing witness.

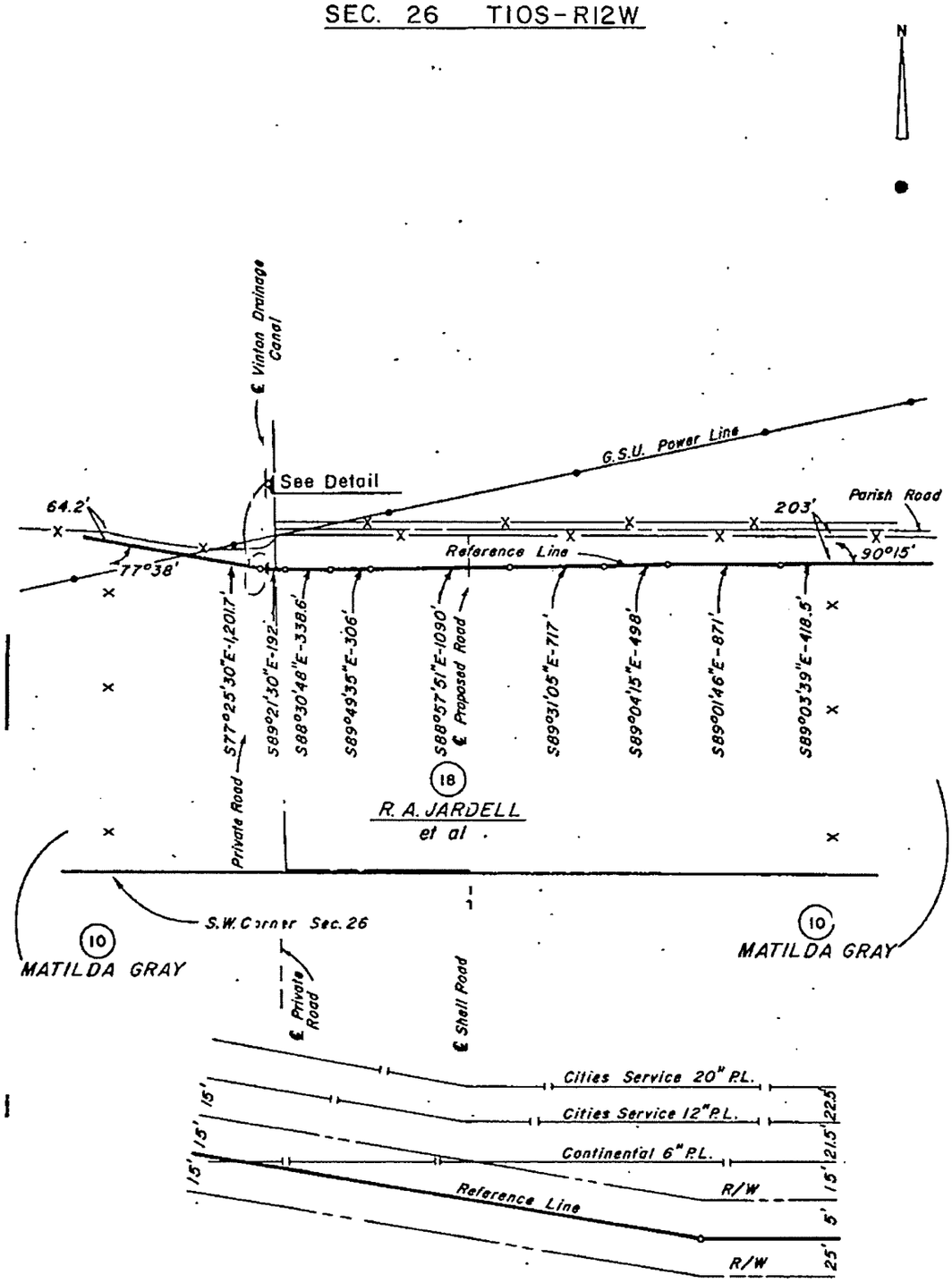
Mrs Roy Jardee

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

_____
NOTARY PUBLIC

CALCASIEU PARISH, LOUISIANA

SEC. 26 T10S-R12W



DETAIL
NOT TO SCALE

Total Rods: 341.38 F.B. 22 Pgs. 2, 3 & 4

2-12-74 Date	THE DOW CHEMICAL COMPANY TEXAS DIVISION FREEPORT, TEXAS
Added Canal and Roads Revision	MONT BELVIEU-LAKE CHARLES PROPOSED 8" LINE ACROSS R.A. JARDELL ET AL CALCASIEU PARISH, LOUISIANA
	DR. BY G&A (J.S.) CH'K BY G&A (C.S.) APP.
No.	DATE 12-19-73 SCALE 1"=1000' A1-18-32443

25

POWER OF ATTORNEY

THE H. L. BATH COMPANIES
BATH GRAM

State of Louisiana

Parish of _____

Be it known that this day before me, _____

a Notary Public in and for said Parish and State, personally came and appeared, _____

Jerry D. Jardell

who declared that he has made and appointed, and does hereby make, constitute, and appoint _____

Howard Jardell, his father

his true and lawful agent and attorney in fact, for him and in his name, place and stead

to execute the necessary pipeline easements or servitudes granting to Dow Chemical Company, a Delaware Corporation, the right to lay one Eight inch pipeline and appurtenances across the property located in the South Half of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana. The form of said easements being the same as is being signed executed by the other owners of this property

Hereby giving and granting unto his said agent and attorney, full power and authority to do and perform all and any act whatsoever requisite and necessary to be done in the premises, as fully, to all intents and purposes, as he might or could do if personally present, hereby ratifying and confirming all that his said agent and attorney may lawfully do by virtue hereof.

Done and signed in my office in my presence and that of the two subscribing witnesses, on this

15th day of April 1974

x Jerry D. Jardell
Jerry D. Jardell

WITNESSES:

x [illegible]

x Harry Hardegree

x Lorina L. McClain
Notary Public in and for the
ISTHMUS OF PANAMA - CANAL ZONE
My commission expires: 8 June 1976
Notary Public.

RECORDED: OCTOBER 22 1974 Orton Hillebrandt CLERK OF COURT & EX OFFICIO RECORDER

199

CONVEYANCE

OFFICE OF CLERK OF COURT
FEB 16 3 41 PM '67
CALCASIEU PARISH LOUISIANA

1051690

RIGHT-OF-WAY GRANT

STATE OF LOUISIANA

PARISH OF CALCASIEU

KNOW ALL MEN BY THESE PRESENTS:

THAT EDWARD GENE JARDELL, does by these presents grant unto the Vinton Harbor and Terminal District of Calcasieu Parish, Louisiana, through its President and Board of Commissioners, and its assigns, the necessary right-of-way and easement on and to the lands described below, for the construction, maintenance, improvement and operation of the Vinton Navigation Channel, including the right to enter upon, dig, cut away and remove, within the confines of the existing channel, all of the said lands or earth necessary for the construction, maintenance and operation of said waterway, and the right to use the said land as may be required for the deposit of dredged material or earth and water carrying same, with the provision that said material will be placed as level as construction practicality permits. The land in, on and to which the rights above described are hereby conveyed being described as follows:

> A strip of land of varying width, bisected by, and including the Vinton Navigational Canal, through and across:
>
> > The Southwest Quarter of the Southwest Quarter (SW1/4 - SW1/4) of Section 26, Township 10 South, Range 12 West, Calcasieu Parish, Louisiana, all as more fully described in Plat File Number M-1624-1, Louisiana Department of Public Works of the State of Louisiana, and that portion of the Northwest Quarter of the Southwest Quarter (NW1/4- SW1/4), the Southeast Quarter of the Southwest Quarter (SE1/4- SW1/4) and the Northeast Quarter of the Southwest Quarter (NE1/4-SW1/4) of Section 26, Township 10 South, Range 12 West, that lies between the Vinton Navigational Canal and the Right-of-way for the shell road on the west side thereof.

The consideration of this conveyance is hereby declared to be the benefits and improvements derived from the improvement, maintenance and operation of the Vinton Navigation Channel, the benefits to accrue from the added convenience from the use of said waterway and the enhanced value that will result to Grantor's adjacent land as a result of the improvement, maintenance and operation of the waterway.

All such rights and privileges in and to all of the said above described land as may be used and enjoyed without interfering with or abridging the rights herein granted are expressly reserved to the Grantor.

It is specifically understood by and between the parties hereto that, subject to the right-of-way granted herein, all of Grantor's rights in and to any mineral rights and leasing rights are specially reserved by Grantor.

As further consideration for this grant and in full payment of any damages of any kind or nature that may be occasioned to crops, crop land, roads, land or any improvements as a result of the rights herein

Sofield, Dot & Forstall

granted, the Vinton Harbor and Terminal District agrees to pay each individual Grantor below signed the sum of One Hundred Sixty-five Dollars ($165.00), receipt of which is hereby acknowledged.

It is further agreed by Grantee that there is no intention or plan to remove the existing bridge traversing the Vinton Navigational Canal and that the Vinton Harbor and Terminal District will employ its best efforts to prevent the Police Jury of Calcasieu Parish, Louisiana, from removing said bridge at any future time.

It is also agreed by Grantee that excavation of the Vinton Navigational Canal will be terminated at a point whereby said excavation will not damage the piling and/or structural stability of the existing bridge traversing the canal.

Witness the hand of the said Grantor at Vinton, Louisiana, in the presence of the undersigned competent witnessess, on this 19th day of December, 1966.

WITNESSESS:

Mrs. Edward Jardell

D. J. Moreau, Jr.

Edward Gene Jardell

STATE OF LOUISIANA :

PARISH OF CALCASIEU :

BEFORE ME, the undersigned Notary Public, on this day personally appeared D. J. MOREAU, JR., who being by me duly sworn, stated under oath that he was one of the subscribing witnessess to the foregoing instrument and that the same was signed by EDWARD GENE JARDELL (Grantor, as above mentioned) in his presence and in the presence of Mrs. Edward Jardell, the other subscribing witness.

SWORN TO AND SUBSCRIBED BEFORE ME at Lake Charles, Louisiana, on this 19th day of December, 1966.

Notary Public in and for Calcasieu Parish, Louisiana.

RECORDED: February 17, 1967 Orton Hillebrandt CLERK OF COURT & EX OFFICIO RECORDER

CONVEYANCE

558452

RIGHT OF WAY GRANT

THAT FOR AND IN CONSIDERATION of the sum of Three Hundred Twenty and no/100 ($320.00) and other good and valuable consideration to the undersigned (herein styled) Grantor, whether one or more, paid the receipt of which is hereby acknowledged, the said Gr antor does hereby acknowledge, the said Grantor does hereby GRANT AND CONVEY unto Continental Pipeline Company (herein styled Grantee) its successors and assigns, the right of way and easement to construct, maintain, and operate a pipe line on, over and through the following described lands situated in Calcasieu Parish, State of Louisiana:

Across East 200 feet of SE4 of Section 27 and South ½ of Section 26, both in Township 10 South, Range 12 West.

Said servitude or Right of Way being limited to thirty (30) feet in width, the North line of such strip being the existing 12 inch pipeline laid under pipeline Contract dated April 7th, 1943 and recorded in Book 352 Page 635, of the records of said Parish and State.

The Grantee its successors and assigns are hereby expressly given and granted the right to assign this Right of Way and easement or any part thereof or interest therein. The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the right herein granted, including, but without limiting the same to the right to remove or cause to be removed from said right of way and easement all rocks, trees, limbs and other obstructions (not including fences) which might endanger or interfere with the use of said right of way and easement, and also including the right of ingress and egress, which ingress and egress shall be and is limited to such right of way and easement and existing roads.

TO HAVE AND TO HOLD the said right of way and easement, unto said Grantee, its sucessors and assigns, until such pipeline be constructed and so long thereafter as a pipeline is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and adminstrators (and successors and assigns) to warrant and forever defend all and singular the said premises unto the Grantee, its sucessors and assigns, against every person whomsoever lawfully claiming to or to claim the same or any part thereof.

This grant is made subject to the following Conditions:

(a) The Grantors shall have the right to fully use and improve the surface of said premises and all rights of the Grantee herein are subordinated to Grantor's use of the property for agricultural purposes and for the development of oil, gas and other minerals, and in the furtherance of the said use of the property by the Grantors, at the request of the Grantors, the Grantee herein agrees to relocate

Omega City, OKla
Continental Oil Co.

and rearragne the said pipeline in such a manner as to accomodate these uses by the landowners; said relocation to be on other parts of Grantors' property.

(b) The Grantee herein hereby agrees to pay all damages suffered by the owners of the above described property by reason of the laying constructing maintaining and operation of said pipeline or any action or failure of action by the said Grantee and to indemnify and hold harmless the owners of the above described property against all claims in damages of third persons, whether to property or persons, on accound of the laying , erecting, maintaining and operating said pipeline.

(c) Whenever it becomes necessary for Grantee or its agent or contractor, to cross a fence, at all times a proper enclosure will be maintained and said fence will be restored as promptly as possible to as good condition as it was prior to crossing.

(d) It is agreed that the Grantee shall bury said pipeline at least two feet under the bottom of field ditches and six feet below bottom of field canals, and to such a depth that it is not to interfere with present or future agricultural operations on said land, and it is further agreed and understood that said pipe lines shall be constructed so as not to interfere with the present system of drainage on the above described property and that should it be necessary at any time in the future for the owners of the above described property to cross said pipeline with ditches, canals or roads, that the said Grantee herein shall raise or lower said pipeline so that said pipeline shall not interfere with the construction of roads,ditches or canals, and/or the flow of water through said ditches or canals.

((e) Grantee shall remove all stakes or posts which may have been put into the ground and shall take reasonable measures to pack the backfill to prevent subsidence and generally to restore the surface of the land to as nearly its original condition as may be practicable.

(f) Grantee shall have the right to place only one pipeline under the easement.

(g) Grantee shall never have right to fence whole or any part of said easement.

(h) Grantors shall have the right, at their option, to fence the whole or any part of the boundries of said Right of Way and/or to build cross-fences, but not to build any fences within said right of way except cross-fences, which said cross fences shall cross the said right of way by as short a route as is reasonably practicable.

(i) Neither Grantee nor its agents or contractors shall trap or hunt on any portion of the above described lands.

(j) Grantors, their assigns and heirs, shall have the right to palce across said right of way and easement, roads, streets, sidewalks, passageways, electric light

and power lines, sewer lines, gas lines, water lines, telephone poles and telephone lines, and any and all other utilities.

(k) Grantee will remove from the land of the Grantors all timber and brush cut by them thereon immediately, including that timber and brush cut on the right of way.

Grantee further agrees that in the event Grantors, their heirs or assigns dredge a canal or canals across any of their land which intersect the right of way here granted, Grantee will, at its option, at its own expense either lower its pipe line below the level of such canal or raise its said pipeline, so as to go over such canal. If Grantee elects to raise its pipeline over said canal or canals the said pipeline shall go over any such canal at a height sufficient to give a clearance of not less than eight (8) feet between the bottom of the pipe and the average level of the ground on both sides of the canal, exclusive of the levees.

The pipeline crossing existing canals or bayous shall be buried to a depth that will not interfere with the use of said canals or bayous.

That under no condition shall right of way and easement herein granted be used during any period that would result in damage being done to roadways because of wet conditions except for the purpose of making emergency repairs caused by breaks, leaks or stoppage.

Said servitude or right of way being limited to the land actually required for the aforesaid purposes and in no event to exceed thirty (30) feet in width.

The Grantee herein represents that it is a common carrier and that the said pipeline, when constructed and placed in operation, shall be subject to all applicable rules and regulations of the Louisiana Public Service Commission and/or the Interstate Commerce Commission.

It is agreed and understood that the servitude herein granted is without representation, warranty or recourse, and is subject to all existing servitudes and outstanding rights on the property hereinabove described.

It is further agreed and understood that unless the proposed pipeline is constructed by Grantee within one year from date hereof, all rights under this grant shall terminate; and that if Grantee discontinue the exercise of its rights herein, or should ever ever endeavor to use the rights herein granted for any other purpose than the laying, erecting, maintaining and operating of said pipeline on, over, under or across said property, its rights herein shall terminate.

It is further agreed and understood that upon termination of the Grantees rights herein for any cause, it will remove all of its property from the servitude within one year from the termination of Grantee's rights and restore the premises to its former condition.

IN WITNESS WHEREOF this instrument is signed as of the 30 day of April, 1953.

WITNESSES:

F. W. Cox	Alec J. Jardell
Vance Plaunde	
F. W. Schramm	Marie L. Jardell
F. W. Cox	
	Mabel Jardell
Vance Plaunde	
F. W. Cox	Bennett W. Jardell
F. W. Schramm	
F. W. Cox	Paul P. Jardell
Vance Plaunde	
F. W. Cox	Daniel J. Jardell
F. W. Schramm	
F. W. Cox	Roy A. Jardell
F. W. Schramm	
F. W. Cox	Howard Jardell
F. W. Schramm	
F. W. Cox	Frances J. Hamblet
F. W. Schramm	
F. W. Cox	Pearl Jardell Davis

Tract #5,6,8,&9
Rods # 320
Check #
Charge AFE 7475

STATE OF LOUISIANA

PARISH OF CALCASIEU

BEFORE ME, a duly commissioned and qualified Notary Public in and for said Parish and State, personally came and appeared F. W. Cox, who being duly sworn and on oath deposes and says:

That he is one of the attesting witnesses to the above and foregoing contract, and that same was duly executed in his presence and that of F. W. Schramm & Vance Plaunde, the other attesting witness, by the parties thereto on the date therein stated.

F. W. Cox

Subscribed and sworn to before me at ~~Vinton~~ Lake Charles, Louisiana, on this 30 day of April, A. D. 1953.

Notary Public

STATE OF LOUISIANA,

PARISH OF _____

BEFORE ME, a duly commissioned and qualified Notary Public in and for said Parish and State, personally came and appeared _____, who being duly sworn and on oath deposes and says:

That he is one of the attesting witnesses to the above and foregoing contract, and that same was duly executed in his presence and that of _____, the other attesting witness, by the parties thereto on the date therein stated.

_____

Subscribed and sworn to before me at _____, Louisiana, on this _____ day of April, A. D. 1953.

Notary Public

DPC—Louisiana—3-24-43

45

305020

STATE OF LOUISIANA,

PARISH OF Calcasieu

KNOW ALL MEN BY THESE PRESENTS: That I, Mrs. Louise Beard Jardell, divorced from J. Ules J. Jardell & seperated in property + this land was acquired in said partition

67

of the Postoffice of Vinton in the STATE OF LOUISIANA,

for and in consideration of One Hundred Fifty Six and 50/100 Dollars cash in hand paid, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto Defense Plant Corporation (a corporation created by Reconstruction Finance Corporation pursuant to Section 5d of the Reconstruction Finance Corporation Act, as amended, to aid the Government of the United States in its National Defense Program), its successors and assigns, the right to lay, operate, renew, alter, inspect and maintain a pipeline for the transportation of oil, gas, petroleum products or any other material or substance which can be transported through a pipeline, or any one or more of said substances, Grantee selecting the route, upon, over, under and through the following described land situated in the Parish of CALCASIEU, STATE OF LOUISIANA.

SOUTH HALF (S½) OF SECTION 26, TOWNSHIP 10 SOUTH, RANGE 12 WEST.

CONVEYANCE

DOCUMENTARY 5 CENTS

DOCUMENTARY 50 CENTS

PARISH OF CALCASIEU OFFICE OF CLERK 1944 JAN 10 4 PM

and also the right, upon the payment of a like consideration, to lay, operate, renew, alter, inspect and maintain a second pipeline for like transportation, adjacent to and parallel with the first pipeline; and Grantee at any and all reasonable times shall have the right of ingress and egress to and from such pipelines, and may remove the same, in whole or in part, at will.

TO HAVE AND TO HOLD the said servitude unto said Defense Plant Corporation, its successors and assigns, so long as such structures or any thereof are maintained.

By the acceptance hereof, Grantee agrees to bury such pipelines so that they will not interfere with the cultivation or drainage of the land, and also to pay any and all damages to stock, crops, fences, timber and land which may be suffered from the construction, operation, renewal, alteration, inspection or maintenance of such pipelines.

The Grantor or Grantors herein understand and acknowledge that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein, and that no such agreement will be binding on Grantee.

IN WITNESS WHEREOF, this instrument is signed and sealed on this 8th day of Dec., 1943

Her
Mrs. Louise Beard (X) Jardell (SEAL)
mark

(SEAL)

WITNESSES:

C. H. Bass

Harry M. Sample

R./W. No. _____, Sec. C

Draft No. P-7607

STATE OF LOUISIANA,

PARISH OF CALCASIEU

Personally before me, the undersigned authority, a Notary Public in and for the Parish of CALCASIEU, State of Louisiana, there came and appeared C. H. BASS, a subscribing witness to the foregoing document, well known to me, Notary, who being first duly sworn, did depose and say:

That he knows MRS. LOUISE BEARD JARDELL ~~and~~, the individuals described in and who executed the foregoing document; that he was present and saw said MRS. LOUISE BEARD ~~and~~ JARDELL execute the same, and that he thereupon, at the same time, subscribed his name as witness thereto.

C. H. Bass

Sworn to and subscribed before me, this 10TH day of DECEMBER, 19 43.

Notary Public

THE STATE OF LOUISIANA
PARISH OF CALCASIEU
Office of Clerk of Court 14th Judicial District

I hereby certify, that the within Document was this day duly recorded in my office, in Book 365 of Conveyances on page 161 at seq
In witness whereof, Witness my official signature and Seal at Lake Charles, La. this 20 day of Jan. A. D. 1944

Deputy Clerk of said Court and Ex-Officio Recorder

STATE OF LOUISIANA,

PARISH OF

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

Sworn to and subscribed before me, this day of, 19.

Notary Public

20524

RIGHT OF WAY GRANT

FROM

TO

DEFENSE PLANT CORPORATION

STATE OF LOUISIANA,

PARISH OF:

I hereby certify that this instrument was duly recorded on the day of, 194, at page of Vol. of the Records of said Parish

Clerk of Court and Ex-Officio Recorder of Conveyances for Parish, Louisiana.

By Deputy.

TWIN CITY, MONROE

296228

THE STATE OF LOUISIANA
PARISH
~~COUNTY~~ OF CALCASIEU

KNOW ALL MEN BY THESE PRESENTS

That for and in consideration of Eighty and 25/100 ($ 80.25) Dollars to the undersigned (herein styled Grantor, whether one or more), paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto ARKANSAS PIPELINE CORPORATION (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto, and to construct, maintain and operate telegraph and telephone lines in connection therewith, and to construct other appurtenances if the same shall be found necessary on, over and through the following described lands situated in CALCASIEU Parish ~~County~~, State of LOUISIANA to-wit:

The South Half of Section 26; Township 10 South; Range 12 West

CONVEYANCE

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress and egress to and from the said premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to timber, growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time the same consideration shall be paid for each line so laid as was paid for the first line laid.

WITNESS the execution hereof on this the 7th day of April A. D., 1943.

Sign, Sealed and Delivered in the presence of:

(1) J. H. Pendleton
(2) Mabel Jardell
"OZ" #51+54

Her
Mrs Louise X Beard Jardell
Mark

THE STATE OF TEXAS
County of_____

Before me, the undersigned authority, on this day personally appeared_____

_____

known to me to be the identical person_____ whose name____ are/is subscribed to the foregoing instrument, and acknowledged to me that____he____ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the_____day of_____A. D., 194____

_____

Notary Public in and for_____County, Texas

THE STATE OF TEXAS
County of_____

Before me, the undersigned authority, on this day personally appeared_____

and wife_____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

And the said_____, wife of_____,

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said_____

_____, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the_____day of_____A. D., 194____

_____

Notary Public in and for_____County, Texas

STATE OF LOUISIANA
PARISH OF Calcasieu

BEFORE ME, the undersigned authority, this day personally appeared J.H.Pendleton to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows Mrs. Louise Beard Jardell the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw her sign the same as her voluntary act and deed, and that he, the said J.H.Pendleton subscribed his name to the same at the same time as an attesting witness.

Sworn to and subscribed before me, this 7th day of April, 1943.

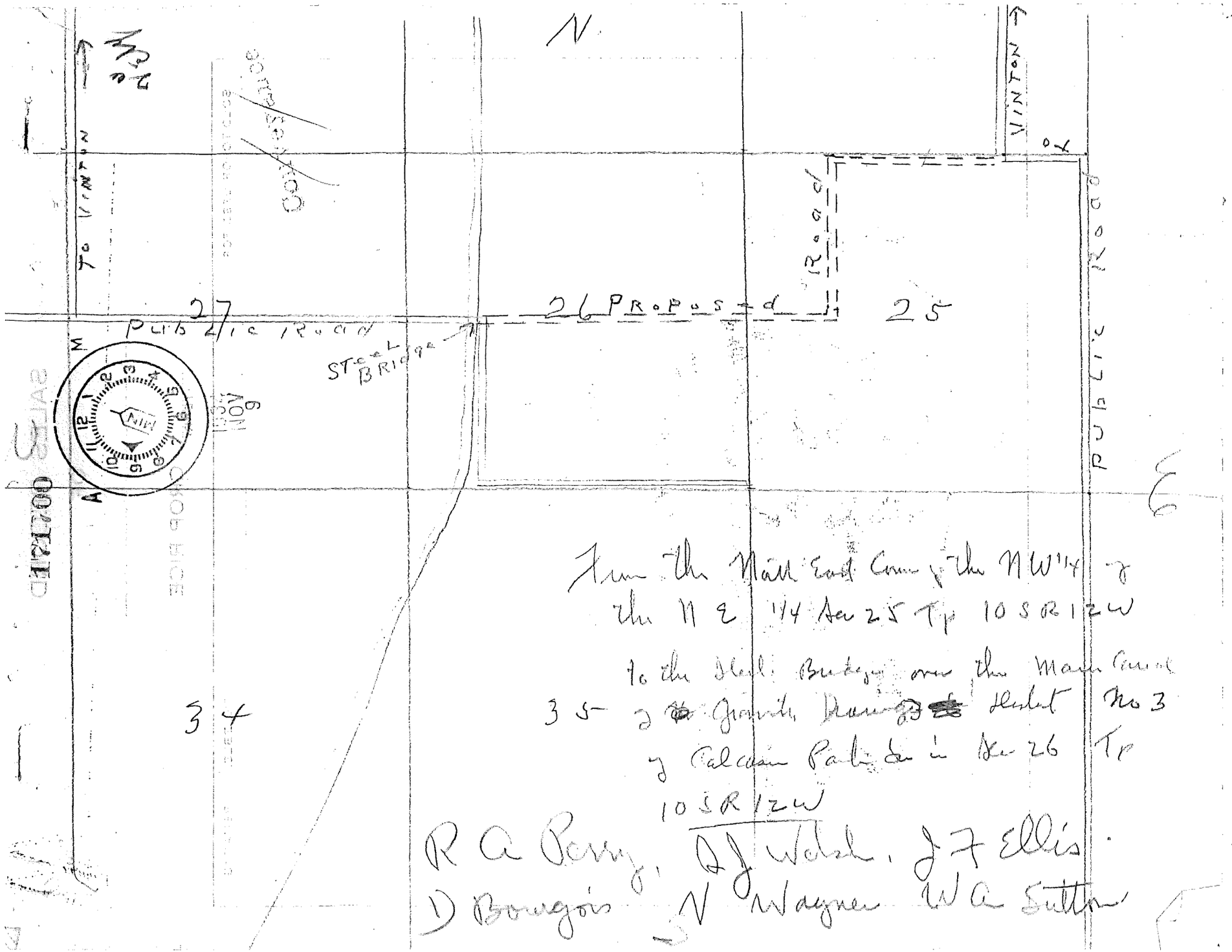
Notary Public in and for Calcasieu Parish, Louisiana.

J H Pendleton

THE STATE OF LOUISIANA
PARISH OF CALCASIEU
Office of Clerk of Court 14th Judicial District

I hereby certify, that the within Document was this day duly recorded in my office, in Book 352 of Conveyance on page 635 at seq in witness whereof, Witness my official signature and Seal at Lake Charles, La. this 26 day of April A. D. 1943

Deputy Clerk of said Court and Ex-Officio Recorder


N
VINTON
To VINTON
27
26 Proposed
25
Public Road
Stone Bridge
Public Road
34
35
Public Road
Public Road
Public Road

SALES RECORD

OF

_____

_____ CROP RICE
(YEAR)

SOLD TO (OR USED FOR)	No. BBLS.	REMARKS
Beginning at centre of ~~the~~ north line		
of N.E. 1/4 Sec 25 thence west 1/2 mile		
to centre of north line of N.W. 1/4 of		
said section 25 thence south 1/2 mile		
to centre of south line of said N.W. 1/4		
sec. 25 thence west 1 1/4 miles to		
steel bridge over main ditch of		
Newton Drainage district No 1 —		
Jarrett — Cut Bank — R. A. Perry — J. G. Perry —		
Jessie Ellis, Scottish American Mtg Co —		
R. A. Perry — S. Hurlot, J. F. Ellis, D. Perry —		
~~J. J. Jarrett — Raymond Perry~~		
Wagner — ~~W~~ W. A. Sutton —		

Vinton, La. August 6, 1934 192

To the President and Members of the Police Jury:

GENTLEMEN: We, the undersigned, citizens, of Calcasieu Parish, La., respectfully ask your Honorable Body to appoint six (6) commissioners to lay out and procure right-of-way for a Public Road from the Northeast corner of the Northwest quarter of the Northeast quarter of Section 25, Township 10 South, Range 12 West, to the Steel Bridge on the Main Canal of Gravity Drainage District No. 3 of Calcasieu Parish, Louisiana, in Section 26, Township 10 South Range 12 West.

We also recommend the appointment of Messrs. R. A. Perry, S. J. Welsh, J. F. Ellis, D. Bourgeois, V. Wagner and W. A. Sutton.

PETITIONERS:	PETITIONERS:

STATE OF LOUISIANA
Parish of Calcasieu

POLICE JURY, SESSION AUGUST 7, 1934. x~~192~~

To R. A. Perry, S. J. Welsh, J. F. Ellis, D. Bourgeois, V. Wahner and W. A. Sutton,

TAKE NOTICE that on the 7th., - - - day of August, 1934 - - - - - ~~192~~ the Police Jury of Calcasieu Parish, appointed you as commissioners to lay out and procure right of way of Public Road, according to law, from the Northeast corner of the Northwest quarter of the Northeast quarter of Section 25, Township 10 South, Range 12 West to the Steel Bridge on the Main Gravity Drainage District no. 3 of Calcasieu Parish, Louisiana, in Section 26, Township 10 South, range 12 West.

By Order of the Police Jury.

Lake Charles, La., August 8, 1934.

Clerk Police Jury.

STATE OF LOUISIANA

Parish of Calcasieu

I, or we, R. A. Perry, S. J. Welsh, J. F. Ellis, D. Bourgeois, V. Wagner and ~~W. A. Sutton~~, S. D. LeBoeuf

do solemnly swear (or affirm) that I, or we will support the Constitution and Laws of the United States, and the Constitution and Laws of the State, and that I, or we, will faithfully and impartially discharge and perform all the duties incumbent on me, or us, as Road Commissioners to lay out the public road from the Northeast corner of the Northwest quarter of the Northeast quarter of Section 25, Township 10 South, Range 12 West to the Steel Bridge on the Main Canal of Gravity Drainage District No. 3 of Calcasieu Parish, Louisiana, in Section 26, Township 10 South, Range 12 West,

directed to be laid out by the Police Jury of the Parish of Calcasieu, to the greatest ease and advantage of the land owners and inhabitants, and with as little prejudice to the enclosures as may be, without favor or affection, malice or hatred and according to the best of my, or our, ability and understanding.

So help me, or us, God.

Sworn to and subscribed before me at Vinton, Louisiana, this 25th day of September A. D., ~~1924~~ 1934.

W. H. Harrell
Notary Public.

S. J. Welsh
J. A. Perry
J. F. Ellis
Duke Bourgeois
R. A. Perry
S. D. LeBoeuf

Vinton, La., August ~~xx~~ 1934.

To the Police Jury, Calcasieu Parish, Louisiana:

GENTLEMEN:—We, your Commissioners, appointed by your Honorable Body, at your Augsut - - Session, ~~xxx~~ 1934, to lay out and procure right-of-way for a public road from the Northeast corner of the Northwest quarter of the Northeast quarter of Section 25, Township 10 South, Range 12 West - - -

STATE OF LOUISIANA,
Parish of Calcasieu. } **BE IT KNOWN:**

That on this, the 25th., day of September A.D.1934 ~~A.D.192x~~, in the presence of the witnesses hereinafter undersigned, we, whose names are hereunto signed, declare that for and in consideration of the mutual benefit and profit therefrom to be derived and for the general good, do, by these presents, give, grant, set over and transfer unto C. Burt Hampton - - - - - - - President of the Police Jury of Calcasieu Parish, and his successors in office, for the use and benefit of the public, and dedicate for the public use forever, a right-of-way over, in and through our respective lands for the public road, now about to be established in said Calcasieu Parish, Louisiana, from

the Northeast corner of the Northwest quarter of the Northeast quarter of Section 25, Township 10 South, Range 12 West on State Route No.381: Then West on line between Sections 24 & 25, Township 10 South, Range 12 West one half (½) mile to the Northwest corner of the East half of the Northwest quarter of Section 25; Then South one half (½) mile to the Southwest corner of the East half of the Northwest quarter of Section 25: Then West one quarter (¼) mile to the quarter corner between Sections 25 & 26, Township 10 South, Range 12 West; Then North 30 feet; Then West parallelto and 30 feet North of the East and West center line of Section 26. Township 10 South, Range 12 West, approximately 4400 feet, to the center of the East Waste Bank of the Main Canel of the Calcasieu Gravity Drainage District No. 2; Then South along said Waste Bank about 300 feet to State Highway No. 382.

This peice of land being for a right of way for a Public Road no mineral rights are transferred.

in accordance with a resolution of the Police Jury of August - - session of 1934, - - - - - - - - - - -

The dedication of said right-of-way, its directions or route, and length through our respective lands as the case may be, is to be in accordance with and conform to the report of the Commissioners appointed to lay out said road under the aforesaid resolution; said report being attached hereto and made a part hereof.

The said right-of-way to be a width of sixty feet, and when said road follows a dividing or boundary line, one-half of the aforesaid width, say thirty feet, is to be taken from the land of each adjoining proprietor, as the case may be.

IN WITNESS WHEREOF, We have hereto signed in the presence of Fred Shutts - - - - - - - - and William H. Haskell - - - - - lawful and competent witnesses, on the day and date first hereinbefore written.

Signed:

L L Haskell
L A Perry
J F Ellis
Mrs M A Perry
Mrs Jessie Ellis
R A Perry

Witnesses:
Fred Shutts
W. H. Haskell

~~Conveyance~~

STATE OF LOUISIANA :

PARISH OF CALCASIEU :

1928 MAY 21

KNOW ALL MEN BY THESE PRESENTS: That I, Jules Jardell, a married man, a resident of Calcasieu Parish, Louisiana, for and in consideration of the sum of **Two Thousand Two Hundred Fifty & no/100**----------Dollars to me in hand paid by Gravity Drainage District #2 of the Parish of Calcasieu, State of Louisiana, the receipt whereof is hereby acknowledged and full discharge and acquittance granted therefor, and for the further consideration of the mutual benefit to be derived by vendor herein through the construction and use of the drainage works of Gravity Drainage District No. 2 of Calcasieu Parish, Louisiana, do hereby grant unto the said Gravity Drainage District No. 2 of the Parish of Calcasieu, Louisiana, a servitude of way or right-of-way across a certain tract of land situated in Calcasieu Parish, Louisiana, described as follows, to-wit:

Description of center line of main canal of Gravity Drainage District No. 2 of the Parish of Calcasieu, Louisiana.

Beginning at Station 384+26, Main Canal, being a point on line between Sections 26 and 35, Township 10 South, Range 12 West, 1154 feet East of corner common to Sections 26, 27, 34 and 35; as now occupied, then following a 0°44' curve to left 1117 feet to Station 395+43, the point of tangent of said curve; Then North 07°30' West, magnetic, 1582 feet to Station 411+25, said Station being 150 feet West of Northeast corner of Northwest quarter of Southwest quarter, Section 26, as now occupied; Then North 07°30' West, magnetic, 4078 feet to Station 452+03, the point of a 01°30' curve to the left, said Station being 113 feet West of the East line of the Northwest quarter of the Southwest quarter, Section 23, as now occupied. Then following 01°30' curve to left 1179 feet to Station 464+00, said Station being on the North line of the Northwest quarter of the Southwest quarter, Section 23, 285 feet West of the Northeast corner of said Forty (40) in the center of the Sabine Canal. The above center line is all in the West half of the West Half, Section 26, and the West half of the Southwest quarter, Section 23, Township 10 South, Range 12 West, as per plat hereto attached and made part hereof.

The intention of this ~~xxxx~~ instrument is to transfer a right-of-way to as much land as is necessary on either side of the center line of the main canal of Gravity Drainage District No. 2 on the property above described to properly construct said canal in accordance with contract and specifications.

The vendor herein does further grant unto the Gravity Drainage District No. 2 of Calcasieu Parish, Louisiana, the right to deposit excavated material from the construction and maintenance of the main canal as above described on the following described property:

> West Half (W½) of the West Half (W½) and East Half (E½) of the Southwest Quarter (SW¼), Section Twenty-six (26), and the West Half (W½) of Southwest Quarter (SW¼), Section Twenty-three (23), Township Ten (10) South, Range Twelve (12) West.

The vendor further grants to the vendee herein the right of ingress and egress at all times for the purpose of maintaining, repairing and for all other purposes deemed necessary by the Board of Commissioners of Gravity Drainage District No. 2.

TO HAVE AND TO HOLD the said easement, rights and rights-of-way unto the said Gravity Drainage District No. 2 of Calcasieu Parish, Louisiana, its successors and assigns.

This agreement is binding upon the heirs, representatives, successors and assigns of the parties hereto.

In witness whereof the grantor has hereunto set his hand and seal at Vinton, Louisiana, on this **27th** day of March, 1928.

WITNESSES:

R. S. Grees J. J. Jarolell

D. O. Kincent

STATE OF LOUISIANA :

PARISH OF CALCASIEU :

BEFORE ME, **S. B. LANGFORD**, a Notary Public in and for Calcasieu Parish, on this **27th.** day of March, 1928, personally came and appeared Jules Jardell, who, in the presence of me, said authority and R. S. Greer and D. O. Vincent, competent witnesses, declares and acknowledges that he is the identical person who executed the foregoing instrument in writing; that the signature thereto is his own true and genuine signature and that he executed said instrument of his own free will and for the purposes and considerations therein expressed.

Thus done and signed on the day and date hereinabove written in the presence of the before named and undersigned competent witnesses and who have hereunto subscribed their names together with said appearer and me, said Notary, after reading the whole.

WITNESSES:

R. S. Greer

D. O. Vincent

J. J. Jardell

S. B. Langford
Notary Public.