

## Exhibit A. Noel Site Partial Title Abstract



# Noel Site Partial Title Abstract



## LED Partial Title Abstract

Dates Researched: January 1, 1883 to May 31, 2018

Current Owner	L.J. Noel, Inc.
Parcel Number	324700
Acreage	783.8
Location	Ascension Parish
Date Acquired	1. 1/22/2017      2. 4/3/1965
Instrument Number	1. 948199      2. 78422
Book/Page	1. N/A      2. 183/1004
<b>ROW Document 1</b>	Lease with First Refusal
Entity Acquiring ROW	Pine Bluff and Gravel Company
Owner of Property when Acquired	Lawrence J. Noel, Inc.
Date	6/26/2008
Instrument Number	701436
Book/Page	N/A
<b>ROW Document 2</b>	Conservation Servitude
Entity Acquiring ROW	Louisiana Conservation Corporation
Owner of Property when Acquired	Lawrence J. Noel, Inc.
Date	6/18/2008
Instrument Number	701940
Book/Page	N/A
<b>ROW Document 3</b>	Pipeline Right-Of-Way and Servitude
Entity Acquiring ROW	Texas Brine Company, LLC
Owner of Property when Acquired	Lawrence J. Noel, Inc.
Date	5/19/1999
Instrument Number	446232
Book/Page	624/342
<b>ROW Document 4</b>	Right of Way Grant
Entity Acquiring ROW	Parish of Ascension
Owner of Property when Acquired	L.J. Noel, Inc.
Date	6/12/1989
Instrument Number	269328
Book/Page	455/82
<b>ROW Document 5</b>	Right of Way Grant
Entity Acquiring ROW	Parish of Ascension
Owner of Property when Acquired	L.J. Noel, Inc.
Date	5/7/1982
Instrument Number	197410
Book/Page	353/241

<b>ROW Document 6</b>	Right of Way
Entity Acquiring ROW	Texas Brine Corporation
Owner of Property when Acquired	Lawrence J. Noel, Inc.
Date	8/31/1976
Instrument Number	144512
Book/Page	280/706
<b>ROW Document 7</b>	General Permit
Entity Acquiring ROW	South Central Bell Telephone Company
Owner of Property when Acquired	Lawrence J. Noel, Inc.
Date	3/27/1976
Instrument Number	143297
Book/Page	279/10
<b>ROW Document 8</b>	General Permit
Entity Acquiring ROW	South Central Bell Telephone Company
Owner of Property when Acquired	Lawrence J. Noel, Inc.
Date	3/27/1976
Instrument Number	143295
Book/Page	279/8
<b>ROW Document 9</b>	Right of Way
Entity Acquiring ROW	Texas Brine Corporation
Owner of Property when Acquired	Lawrence J. Noel, Inc.
Date	10/15/1975
Instrument Number	139157
Book/Page	273/220
<b>ROW Document 10</b>	Right of Way
Entity Acquiring ROW	Texas Eastern Transmission Corporation
Owner of Property when Acquired	Lawrence J. Noel, Inc.
Date	2/7/1973
Instrument Number	120561
Book/Page	246/661
<b>ROW Document 11</b>	Right of Way Grant
Entity Acquiring ROW	Olin Gas Transmission Corporation
Owner of Property when Acquired	Lawrence J. Noel, Jr.
Date	6/17/1957
Instrument Number	51945
Book/Page	124/369

<b>ROW Document 12</b>	Right of Way
Entity Acquiring ROW	Louisiana Power & Light Company
Owner of Property when Acquired	Lawrence J. Noel, Jr.
Date	2/23/1956
Instrument Number	47376
Book/Page	113/411
<b>ROW Document 13</b>	Borrow Pit Agreement
Entity Acquiring ROW	State of Louisiana and the Department of Highways
Owner of Property when Acquired	Lawrence J. Noel
Date	12/28/1955
Instrument Number	46111
Book/Page	111/223
<b>ROW Document 14</b>	Grant of Right of Way for Public Highways
Entity Acquiring ROW	Department of Highways of the State of Louisiana
Owner of Property when Acquired	Lawrence J. Noel
Date	5/10/1955
Instrument Number	45475
Book/Page	110/154
<b>ROW Document 15</b>	Right of Way
Entity Acquiring ROW	United Gas Pipe Line Company
Owner of Property when Acquired	Lawrence J. Noel
Date	3/1/1951
Instrument Number	33955
Book/Page	93/139

### Maps/Plats Provided

<b>Map 1</b>	
Date Filed	2/5/2009
Instrument Number	715379
<b>Map 2</b>	
Date Filed	8/13/2008
Instrument Number	704983
<b>Map 3</b>	
Date Filed	12/29/1993
Instrument Number	328250



### Ownership Names Researched

Name	Dates Researched
L.J. Noel, Inc.	4/3/1965 to 5/30/2018
L.J. Noel, Jr.	1/1/1938 to 4/3/1965
L.J. Noel, Sr.	1/1/1938 to 12/1/1944
Federal Land Bank	1/1/1927 to 12/1/1938
J. Rene Waggespack	1/1/1917 to 12/1/1927
George B. Reuss	1/1/1983 to 12/1/1917

### Tax Information

Parish	Ascension
Tax Year	2017
Assessed Ownership	L.J. Noel, Inc.
Assessment Number	324700
Land	N/A
Improvements	N/A
Total Value	\$26,160.00
Taxes	\$3,221.11
Zoning	N/A
Municipal Address	8380 Noel Road, Donaldsonville, LA 70346

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INSTRUMENT # 00948199  
FILED AND RECORDED  
ASCENSION CLERK OF COURT  
2018 MAY 17 03:44:19 PM  
COB: ☒ MOB: ☐ OTHER: ☐

**QUITCLAIM DEED**

**FROM: CHRISTINE RODRIGUEZ AND  
GERMANIA PLANTATION, INC.  
AND HISTORIC GERMANIA  
PLANTATION, LLC**

**UNITED STATES OF AMERICA** *Jalio*  
DEPUTY CLERK & RECORDER

**TO: LAWRENCE J. NOEL, INC.**

**PARISH OF ASCENSION**

**STATE OF LOUISIANA**  
DEPUTY CLERK  
SLIPPRG00

**BEFORE** the undersigned Notaries Public, and in the presence of two (2) competent witnesses, personally came and appeared:

**CHRISTINE RODRIGUEZ (SSN XXX-XX-8687)**, a person of full age and majority, domiciled in the Parish of East Feliciana, State of Louisiana, with a mailing address of 1359 Colonial Drive, Jackson, Louisiana 70748;

**GERMANIA PLANTATION, INC. (TIN XXX-XX-\_\_\_\_\_)**, a Louisiana corporation authorized to do and doing business in the Parish of East Feliciana, State of Louisiana, represented herein by Christine Rodriguez, its duly authorized representative, with its registered office in the Parish of East Feliciana and a mailing address of 1359 Colonial Drive, Jackson, Louisiana 70748; and

**HISTORIC GERMANIA PLANTATION, LLC (TIN XXX-XX-1914)**, a Louisiana limited liability company authorized to do and doing business in the Parish of Iberville, State of Louisiana, with a mailing address of 15350 LA Highway 77, Rosedale, Louisiana 70772, represented herein by Paula Rodriguez, its duly authorized representative,

(hereinafter collectively referred to as the "**Hayward Group**");

**AND**

**LAWRENCE J. NOEL, INC. (TIN XXX-XX-1539)**, a Louisiana corporation authorized to do and doing business in the Parish of Terrebonne, State of Louisiana, with a mailing address of P.O. Box 3440, Houma, Louisiana 70361, represented herein by Marc Noel, its duly authorized President, pursuant to resolution dated November 16, 2017, (hereinafter referred to as the "**Noel Group**"),

who did declare and say:

In 1969, in the matter entitled Hayward vs. Noel, 25 So.2d 638, the First Circuit Court of Appeal for the State of Louisiana held that the ancestors to the Hayward Group had title to the property in question, and that the ancestors to the Noel Group had been in possession of the property and had been in possession of the property for twenty-eight (28) years.

In the matter entitled William Hayward, III, et al vs. L.J. Noel, Inc., et al, Number 91,388 on the docket of the 23rd Judicial District Court for the Parish of Ascension, State of Louisiana, the Court ruled on a Motion for Summary Judgment that no material issue of fact existed and that the Noel Group had not been evicted from the property after the Judgment of 1969 and had maintained possession of the property from that date and that they retained possession for over thirty (30) years.

The Louisiana First Circuit Court of Appeal remanded the matter to the trial court finding summary judgment was inappropriate and that trial would be necessary to resolve this matter. The above-named parties herein have agreed to compromise the matter.

NOW, THEREFORE, Christine Rodriguez, Germania Plantation, Inc. and Historic Germania Plantation, LLC, the owners of a total of 7/8 interest in any right to the property hereinafter described attached on the attached Exhibit "A", do transfer, assign, quitclaim, remise, release and relinquish unto Lawrence J. Noel, Inc., all of the right, title and interest which said Hayward Group has or may have in and to the attached Exhibit "A" property situated in the Parish of Ascension, State of Louisiana, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.**

**TO HAVE AND TO HOLD** the same unto Lawrence J. Noel, Inc., their heirs, successors and assigns forever, without any warranty whatsoever, not even for the return of the price, but with full substitution and subrogation in and to all rights and actions of warranty against prior owners, for the sum of **TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS.**

The parties acknowledge that no title examination was requested, so no title examination of said property has been performed by any undersigned Notary.

The parties acknowledge that the property is being sold in its as-is condition, without any warranty of fitness for any purpose intended.

THUS DONE AND PASSED at my office in the City of Baton Rouge,  
State of Louisiana, on this 22<sup>nd</sup> day of January, 2017, in the presence of two (2)  
competent witnesses, who sign their names with the Appearer and me, Notary, after due  
reading of the whole.

WITNESSES:

Margaret G. Riche

Printed Name: MARGARET G. RICHEL

Christine Rodriguez

BY: CHRISTINE RODRIGUEZ

[Signature]

Printed Name: [Signature]

[Signature]  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_

Notary/Bar Roll No. \_\_\_\_\_

THOMAS D. FAZIO

Bar Roll #16911, State of Louisiana

My Commission expires with life

THUS DONE AND PASSED at my office in the City of Baton Rouge,  
State of Louisiana, on this 22<sup>nd</sup> day of January, 2017, in the presence of two (2)  
competent witnesses, who sign their names with the Appearer and me, Notary, after due  
reading of the whole.

WITNESSES:

GERMANIA PLANTATION, INC.

Margaret G. Riche

Printed Name: MARGARET G. RICHEL

Christine Rodriguez

BY: Christine Rodriguez, Treasurer

[Signature]

Printed Name: [Signature]

[Signature]  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_

Notary/Bar Roll No. \_\_\_\_\_

THOMAS D. FAZIO

Bar Roll #16911, State of Louisiana

My Commission expires with life

THUS DONE AND PASSED at my office in the City of Baton Rouge,  
State of Louisiana, on this 5<sup>th</sup> day of December, 2017, in the presence of two (2)  
competent witnesses, who sign their names with the Appearer and me, Notary, after due  
reading of the whole.

WITNESSES:

Margaret G. Riches  
Printed Name: Margaret G. Riches

[Signature]  
Printed Name: Kristalind Kay

HISTORIC GERMANIA PLANTATION, LLC  
By: Investment Management, LLC, Sole Member  
Paula Rodriguez  
BY: Paula Rodriguez, Manager

[Signature]  
NOTARY PUBLIC  
Printed Name: THOMAS D. FAZIO  
Notary/Bar Roll No. Bar Roll #16911, State of Louisiana  
My Commission expires with life

THUS DONE AND PASSED at my office in the City of Gonzales,  
State of Louisiana, on this 1<sup>st</sup> day of December, 2017, in the presence of two (2)  
competent witnesses, who sign their names with the Appearer and me, Notary, after due  
reading of the whole.

WITNESSES:

LAWRENCE J. NOEL, INC

Alexa S. Hunt  
Printed Name: ALEXA S. HUNT

John Dupont  
Printed Name: John Dupont

[Signature]  
BY: MARC NOEL, PRESIDENT

[Signature]  
NOTARY PUBLIC  
Printed Name: Neil J. Probst  
Notary/Bar Roll No. 17064

**EXHIBIT "A"**

A certain tract or parcel of land being the **BATTURE ONLY** (i.e. South of Louisiana Hwy. 405 to the waters edge of the following described property:

A certain tract and portion of real estate located about the center of the front portion of "Elise Plantation" in the First Ward of the parish of Ascension, Louisiana, and having a frontage on the Donaldsonville-White Castle river blacktopped highway, including the batture on the Mississippi River in front thereof of 2.46 1/4 chains on said public road and on said Mississippi River, with a depth of 12.70 chains, between parallel lines, together with all the buildings and improvements thereon and thereunto belonging. Together with all rights, ways, and servitudes thereunto appertaining. All as shown by map drawn by J.F. Fernandez dated May 15, 1924, whereon said tract commences as a certain grate bar letter "A", thence South 46 degrees East, 2.46 1/4 chains to "B", thence South 4 degrees, 30 minutes West. 12.70 chains to Point "C", thence South 46 degrees, 30 minutes West 12.70 chains to Point "A", Point of Beginning. The said portion or parcel of land being known as the school grounds of the Elise Memorial School. Being a portion of the same property acquired by the late George B. Reuss on March 6, 1893 from the Home Plantation, Co., Ltd. By act of sale recorded in C.O.B. 36, Folio 211-35 of Ascension Parish, Louisiana. Together with all the buildings and improvements thereon and thereunto belonging.

**RESOLUTION**

**BE IT RESOLVED**, Lawrence J. Noel, Inc., through Marc Noel, the President of this corporation, be and he is hereby authorized, directed and empowered, to sign said Quitclaim from Christine Rodriguez, and Germania Plantation, Inc. and Historic Germania Plantation, LLC, for the sum of **TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS.**

\*\*\*\*\*

I, JAMES R. NOEL, Secretary of Lawrence J. Noel, Inc. hereby certify that the above and foregoing is true and correct copy of resolution adopted by the Board of Directors of said corporation at a regular meeting duly held on the 15<sup>th</sup> day of NOVEMBER, 2017, at which meeting a quorum was present and voting in favor of said resolution.

WITNESS MY HAND and the seal of said corporation this 16<sup>th</sup> day of NOVEMBER, 2017.

  
\_\_\_\_\_  
SECRETARY

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF GERMANIA PLANTATION, INC.**

WHEREAS, Germania Plantation, Inc. (the "Company") is a party to that certain lawsuit entitled *William Hayward, III, et al. vs. L.J. Noel, Inc., et al*, No. 91,388 on the docket of the 23rd Judicial District Court for the Parish of Ascension, State of Louisiana;

WHEREAS, the parties to the suit, other than William Hayward, III, have entered into an agreement to settle the suit, whereby the plaintiff parties, other than William Hayward, III, will transfer all of their right, title and interest in and to the property in dispute in the suit to the defendant, Lawrence J. Noel, Inc., in return for the payment of Twenty Thousand and No/100 (\$20,000.00) Dollars;

WHEREAS, a Quitclaim Deed has been tendered for purposes of consummating the settlement;

RESOLVED, that Christine Rodriguez, Treasurer of the Company, be and she is hereby authorized and empowered for and on behalf of the Company to execute the Quitclaim Deed, substantially in the form as presented to the Company;

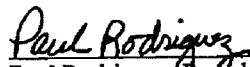
FURTHER RESOLVED, that Christine Rodriguez, Treasurer, is authorized to execute any and all documents, agreements, instruments or other writings incidental to the authority granted herein, as she may, in her sole and exclusive discretion, deem appropriate, and to do everything that may be necessary or proper to the consummation of this mandate, all lawful acts done and performed being hereby ratified and confirmed.

CERTIFICATE

I, Secretary, hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of the above named company, on the 11th day of January, 2018, at which meeting a quorum was present and voting.

  
\_\_\_\_\_  
EMILY READ, Secretary

ATTEST:

  
\_\_\_\_\_  
Paul Rodriguez, President



**WRITTEN CONSENT OF  
THE SOLE MEMBER OF  
HISTORIC GERMANIA PLANTATION, LLC**

THE UNDERSIGNED, being the sole member of Historic Germania Plantation, LLC, a Louisiana limited liability company (the "Company"), executes this action by written consent pursuant to the Limited Liability Company Laws of the State of Louisiana, and hereby authorizes, approves and consents to the voting by written consent of the sole member of the Company on the matters set forth below, and hereby authorizes, approves, adopts and votes in favor of the following resolutions:

WHEREAS, the Company is a party to that certain lawsuit entitled *William Hayward, III, et al. vs. L.J. Noel, Inc., et al*, No. 91,388 on the docket of the 23rd Judicial District Court for the Parish of Ascension, State of Louisiana;

WHEREAS, the parties to the suit, other than William Hayward, III, have entered into an agreement to settle the suit, whereby the plaintiff parties, other than William Hayward, III, will transfer all of their right, title and interest in and to the property in dispute in the suit to the defendant, Lawrence J. Noel, Inc., in return for the payment of Twenty Thousand and No/100 (\$20,000.00) Dollars;

WHEREAS, a Quitclaim Deed has been tendered for purposes of consummating the settlement;

RESOLVED, that the Company, through its sole member, Investment Management, LLC, a Louisiana limited liability company, acting by and through Paula Rodriguez, Manager, is

hereby authorized to execute the Quitclaim Deed, substantially in the form as presented to the Company;

FURTHER RESOLVED, that Paula Rodriguez, Manager, is authorized to execute any and all documents, agreements, instruments or other writings incidental to the authority granted herein, as she may, in her sole and exclusive discretion, deem appropriate, and to do everything that may be necessary or proper to the consummation of this mandate, all lawful acts done and performed being hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned sole member of the Company, Investment Management, LLC, has adopted this written consent effective as of the 5th day of December, 2017.

INVESTMENT MANAGEMENT, LLC

BY: Glyn Riet member  
Name:  
Title:

78122

ACT OF EXCHANGE  
BETWEEN LAWRENCE J. NOEL, JR., APR 6 1965  
and LAWRENCE J. NOEL, INC.

STATE OF LOUISIANA  
PARISH OF ASCENSION

BE IT KNOWN that on this 3rd day of April,  
in the year of Our Lord One Thousand Nine Hundred and Sixty-five,  
BEFORE ME, Vincent J. Sotile, a Notary Public within  
and for the Parish of Ascension, State of Louisiana, duly commis-  
sioned and qualified, and in the presence of the witnesses here-  
inafter named and undersigned, personally came and appeared  
LAWRENCE J. NOEL, JR., of legal age, married but once and then  
to Grace Richard, with whom he lives and resides, and the said  
GRACE RICHARD NOEL, residents of and domiciled in the Parish of  
Ascension, State of Louisiana, and LAWRENCE J. NOEL III, resident  
of the Parish of Ascension, State of Louisiana, President of and  
herein representing LAWRENCE J. NOEL, INC., a corporation or-  
ganized under the laws of the State of Louisiana, and domiciled  
in said Parish of Ascension.

The said appearers did declare that the said Lawrence  
J. Noel, Jr. and Grace Richard Noel and the said Lawrence J. Noel,  
Inc. do make the following exchange of property, to-wit:

The said Lawrence J. Noel, Jr. and the said Grace  
Richard Noel, do hereby grant, bargain, assign, convey, set over,  
give in exchange and deliver unto the said Lawrence J. Noel, Inc.  
the following described property to-wit:

A certain tract of land known as the Elise (formerly known as the  
Home Plantation) situated, lying, and being in the Parish of  
Ascension on the right descending bank of the Mississippi River  
about 8 miles above the Town of Donaldsonville, said Parish,  
measuring 15½ arpents, more or less, front on said River by 57  
arpents in depth on the upper line, and 55 arpents in depth on  
the lower line; the side lines running nearly parallel; being  
bounded in the rear by land formerly owned by Trasimond Landry;

183/1004

being bounded above by land formerly owned by Wade H. Gilbert, now G. B. Reuss and below by lands formerly owned by Edward Duffel, together with all the buildings and improvements thereon, rights, ways, privileges and appurtenances thereunto belonging, being the same tract of land acquired by J. Rene Waguespack from G. B. Reuss on November 5, 1917, by act of sale recorded in Conveyance Book 60, folio 169 of Ascension Parish. Said plantation being situated in Sections 31, 32, 33, 57 and 58 in Township 10 South of Range 14 East and containing 737.80 acres. From the above is excepted a small strip measuring 165 feet wide by 800 feet deep on which is situated the Elise Memorial School.

Another tract of land being that portion of the Arlington Plantation beginning at the rear line of said plantation and extending 20 arpents towardss the Mississippi River by a width of 3 arpents; said part or portion containing a superficial area of 60 arpents. Said Arlington Plantation being situated in the Parish of Ascension on the right descending bank of the Mississippi River at a distance of about 5 miles above the Town of Donaldsonville, Louisiana, measuring 3 arpents front on said River by a depth between parallel lines of 80 arpents, containing 240 superficial arpents; bounded on the upper line by lands formerly belonging to Ulger Dugas, now J. E. St. Martin, and on the lower side by lands formerly belonging to V. Landry now R. O. Landry, being the same tract of land acquired by J. Rene Waguespack from G. B. Reuss on November 5, 1917, by act of sale recorded in Conveyance Book 60, folio 169, et seq., of Ascension Parish. Said tract of land being situated in Section 71, Township 10 South of Range 14 East and containing 51 acres.

Being the same property acquired by The Federal Land Bank of New Orleans at Sheriff's Sale in the matter of The Federal Land Bank of New Orleans vs. J. Rene Waggenspack No. 3546 of the Twenty-third Judicial District Court for the Parish of Ascension, State of Louisiana, as per Sheriff's Deed dated December 2, 1927, and recorded in Conveyance Book 68, page 201, of the records of Ascension Parish, State of Louisiana.

Less and Except any mineral rights or underlying minerals ~~which may heretofore have been sold, leased or reserved, if such there be, it being understood that only one-half of such mineral rights as may be legally vested in The Federal Land Bank of New Orleans is to be conveyed to the purchaser.~~

Also included in this transfer, all buildings and improvements thereon and thereunto belonging more particularly the following described buildings: three (3) farm laborers' houses; four (4) farm houses, one (1) hay barn and stable, one (1) overseer's house and one (1) shop building.

The said appearers did further declare that the above described property is valued at Forty-three Thousand Four Hundred and no/100 (\$43,400.00) Dollars, computed as follows:

Three (3) farm houses valued at \$750.00 total;  
Three (3) laborers' houses valued at \$410.00 total;  
the hay barn and stable valued at \$440.00;  
One (1) farm house valued at \$500.00;  
Overseer's house valued at \$5,400.00;  
and the shop building valued at \$6,000.00,  
and the remainder of said value being the value for the purposes of this Act of Exchange of the land.

*L.F. M. Inc.*  
*P. J. M. Inc.*  
*G.R. N.*

The said appearers did further declare that in exchange for the above described property, Lawrence J. Noel, Inc., gives in exchange to Lawrence J. Noel, Jr. and Grace Richard Noel the following described property, to-wit:

434 shares of the capital stock of Lawrence J. Noel, Inc., par value of \$100 per share, divided equally between said Lawrence J. Noel, Jr., represented by Stock Certificate No. 1 for 217 shares issued to Lawrence J. Noel, Jr., and Grace Richard Noel represented by stock certificate No. 2 for 217 shares issued to Grace Richard Noel.

The parties to this act hereby dispense with the production of the mortgage certificate and exonerate me, Notary, from all responsibility on account of the non-production of the same.

All taxes on said property have been paid, as evidenced by the tax receipts of the tax collector.

THUS DONE AND PASSED in the Parish of Ascension, State of Louisiana, on the day, month and year first above written in the presence of Helena Chalubiec and Jelia P. Porsche, good and competent witnesses, who together with appearers and me, Notary, have signed these presents after due reading of the whole.

Witnesses:

Helena Chalubiec

Jelia P. Porsche

Lawrence J. Noel, Jr.  
Lawrence J. Noel, Jr.

Grace Richard Noel  
Grace Richard Noel

LAWRENCE J. NOEL, INC.

BY: Lawrence J. Noel  
Lawrence J. Noel, President

Francis A. Suttell  
Notary Public

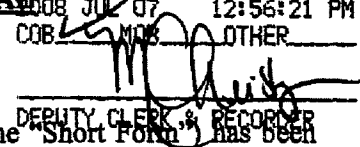
Recorded from the original on file this the 6th day of April, 1965.  
Kermit Hart Bourque  
KERMIT HART BOURQUE  
CLERK AND RECORDER

2ce

**Exhibit "D"**

**LEASE WITH RIGHT OF FIRST REFUSAL**  
**(Short Form)**

INSTRUMENT # 00701436  
FILED AND RECORDED  
ASCENSION CLERK OF COURT  
2008 JUL 07 12:56:21 PM  
COB. ☒ MCB ☐ OTHER

  
DEPUTY CLERK & RECORDER  
CLERK OF COURT  
CLERK OF COURT  
CLERK OF COURT

**THIS SHORT FORM LEASE** (hereinafter referred to as the "Short Form") has been entered into and made effective as of the 26<sup>th</sup> day of June, 2008, being the date upon which a Long Form Lease with Right of First Refusal (hereinafter referred to as the "Long Form") has been executed by the parties hereto, by and between Lawrence J. Noel, Inc., a Louisiana corporation (hereinafter referred to as "Lessor"), and Pine Bluff Sand and Gravel Company, an Arkansas corporation authorized to do business in the State of Louisiana (hereinafter referred to as "Lessee").

**WITNESSETH:**

That Lessor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable considerations in hand paid, the receipt of which is hereby acknowledged, has granted a lease to Lessee covering the real property located in Ascension Parish, Louisiana, and described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Property"), together with the exclusive right and privilege to prospect for, explore, examine, excavate, quarry, prepare for market, store, remove all clay meeting the specifications described in the Lease, existing or and under the surface of the Property for a term necessary to excavate and sell all economically recoverable clay meeting the specifications therein described, such term, however, being subject to the provisions as are more particularly set forth in the Long Form and to which reference is hereby made for a more complete description of the terms and conditions thereof, the payments to Lessor thereunder, and the additional rights and obligations of the parties thereto.

This Short Form shall not limit, decrease, increase or in any manner affect any of the terms of the Long Form hereof or any rights, interests or obligations of Lessor or Lessee thereunder. This Short Form and the Long Form hereof shall be binding upon and inure to the benefit of the respective parties hereto and their personal representatives, successors and assigns. Unless released of record, this Short Form shall be effective notice to any and all subsequent interest claimants. The initial term of the Long Form is for a period of five (5) years, with continuation until such time as substantial production of clay as therein described is ceased. Either party is hereby authorized to release this Short Form of record upon termination of the Long Form.

**IN WITNESS WHEREOF**, the parties hereto have caused this Short Form to be executed effective as of the day and year first written above.

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LAWRENCE J. NOEL, INC.

By: Donald J. Noel  
Title: President

PINE BLUFF SAND and GRAVEL COMPANY

By: Brian S. McGeorge  
Title: VICE PRESIDENT

STATE OF ARKANSAS )  
COUNTY OF JEFFERSON )

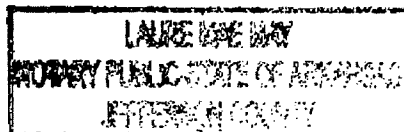
The undersigned, a Notary Public in and for said County and State, hereby certifies that Brian S. McGeorge, to me well known, who stated that he was the Vice President of Pine Bluff Sand and Gravel Company, an Arkansas corporation, who acknowledged before me on this day that, being informed of the contents of the lease he, in his official capacity and with full authority, executed the same voluntarily for and as the official act of said Corporation.

Given under my hand and official seal this 26<sup>th</sup> day of June, 2008.

Laura McMay  
Notary Public

My Commission Expires: Jan. 28, 2009

STATE OF Louisiana )  
COUNTY OF Assen )



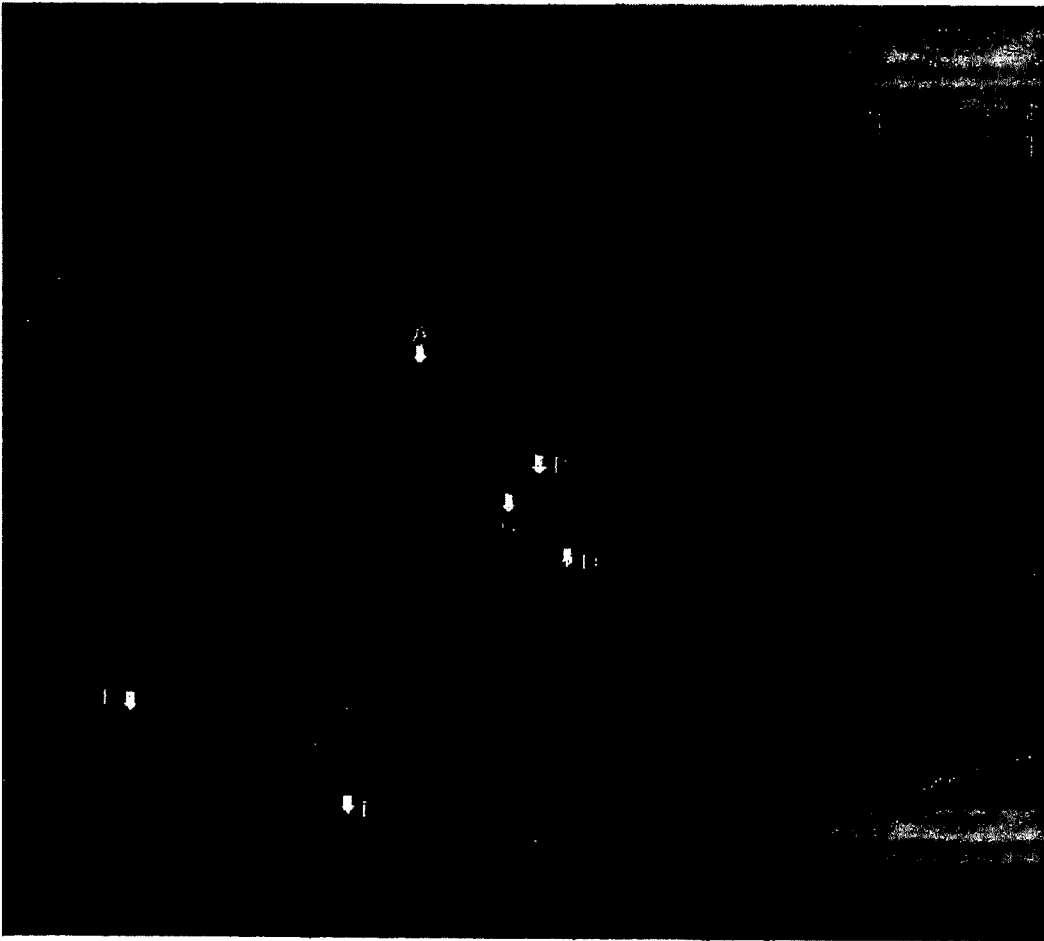
The undersigned, a Notary Public in and for said County and State, hereby certifies that Donald Noel, to me well known, who stated that he was the president of Lawrence J. Noel, Inc., a Louisiana corporation, who acknowledged before me on this day that, being informed of the contents of the lease he, in his official capacity and with full authority, executed the same voluntarily for and as the official act of said Corporation.

Given under my hand and official seal this 27<sup>th</sup> day of July, 2008.

RL  
Notary Public

My Commission Expires: At Death

## Exhibit A



**L.J. Noel Property, Excavation Area. Coordinates shown at each corner, A-F.**

### Coordinates

A	30° 10' 42.19" N, 91° 02' 17.11" W
B	30° 10' 29.30" N, 91° 02' 00.94" W
C	30° 10' 24.88" N, 91° 02' 05.12" W
D	30° 10' 18.55" N, 91° 01' 57.17" W
E	30° 09' 49.44" N, 91° 02' 27.42" W
F	30° 10' 01.64" N, 91° 02' 56.78" W



LEGAL DESCRIPTION

GULF SOUTH  
AMERICA CENTRAL



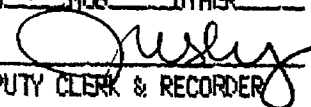
**CONSERVATION SERVITUDE**

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**PARISH OF ASCENSION**

INSTRUMENT # 00701940  
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ASCENSION CLERK OF COURT  
2008 JUL 11 02:43:23 PM  
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DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

**BE IT KNOWN**, that on this 18<sup>th</sup> day of June, 2008, before me, the undersigned Notary Public, duly commissioned and qualified in Ascension Parish and for the State of Louisiana aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared **Donald O. Noel, Sr.**, who, after being duly sworn by me, Notary Public, did depose and state that he is a duly sworn representative and current holder of the office of President of said **Lawrence J. Noel, Inc.**, a Louisiana corporation and that said Corporation is a business licensed and located in the State of Louisiana, whose mailing address is P.O. Box 427, Donaldsonville, LA 70346 (hereinafter "GRANTORS"), and who declares:

1. That GRANTORS, in consideration of the mutual benefits to be derived in the establishment of a wetlands mitigation site to satisfy requirements for U.S. Army Corps of Engineers Permit Application #MVN-2007-1199-CX and pursuant to L.R.S. 9.1271 et seq., do by these presents, grant, transfer, convey and deliver unto GRANTEE, **Louisiana Conservation Corporation**, a Louisiana on-profit corporation, and that the said entity is licensed and located at 202 Village Circle, Suite 2, Slidell, LA 70458 and who is represented by D. Rex English as President ( hereafter "HOLDER"), with all legal warranties and with full subrogation and to all rights and actions in warranty which GRANTORS have or may have against all preceding owners and vendors, possession and delivery of a certain CONSERVATION SERVITUDE, in, on, over, upon and across the following described property:

A certain parcel of forty (40) acres of the following tract of land, more fully described below, known as Elise Plantation (formerly Home Plantation) situated, lying and being in the Parish of Ascension, on the right descending bank of the Mississippi River about 8 miles above the Town of Donaldsonville, said Parish, measuring 15 ½ arpents, more or less, front on the said river by 57 arpents in depth on the upper line and 55 arpents in the depth on the lower lines; the side lines running nearly parallel; being bounded in the rear by land formerly owned by Trasimond Landry; being bounded above the land formerly owned by Wade H. Gilbert, now G.B. Reuss, and below by lands formerly owned by Edward Duffel, together with all the buildings and improvement, thereon, rights, ways, privileges and appurtenances, thereunto belonging, being the same tract of land acquired by J. Rene Waguespack from G.B. Reuss on November 5, 1917, by Act of Sale recorded in Conveyance Book 60, folio 169 of Ascension Parish. Said plantation being situated in Section 31,32,33,57 and 58, in Township 10 south of Range 14 East, and containing 737.80 acres. From the above is excepted a small strip measuring 165 feet wide by 800 feet deep on which is situated the Elise Memorial School .



Another tract of land, being that portion of the Arlington Plantation beginning at the rear line of said plantation and extending 20 arpents towards the Mississippi River by a width of 3 arpents; said part or portion containing a superficial area of 60 arpents. Said Arlington Plantation being situated in the Parish of Ascension on the right descending bank of the Mississippi River at a distance of about 5 miles above the Town of Donaldsonville, Louisiana, measuring 3 arpents front on said river by a depth between parallel lines of 80 arpents, containing 240 superficial arpents; bounded on the upper line by lands formerly belonging to Ulger Dugas, now J.E. St. Martin, and on the lower line by lands formerly belonging to V. Landry, R.O. Landry. Being the same tract of land acquired by J. Rene Waguespack from G. B. Reuss on November 15, 1917, by Act of Sale recorded in Conveyance Book 60, folio 169, et seq., of Ascension Parish. Said tract of land being situated in Section 71, Township 10 South, of Range 14 East and containing 51 acres.

Being the same property acquired by the Federal Land Bank of New Orleans at Sheriff's Sale in the matter of the Federal Land Bank of New Orleans vs. J. Rene Waguespack, No. 3546 of the Twenty-third Judicial District Court of the Parish of Ascension, State of Louisiana, as per Sheriff's deed, dated December 2, 1927 and recorded in Conveyance Book 68, page 201 of the records of Ascension Parish, Louisiana.

Being the same property acquired by L.J. Noel, Sr. and L.J. Noel, Jr. from the Federal Land Bank of New Orleans, on December 27, 1938, by Act of Sale duly recorded in COB 76, folio 517.

Whose certain parcel of forty (40) acres is further described by the following global positioning satellite (GPS) coordinates illustrated in the attached Exhibit A in Figure 1 – L.J. Noel Mitigation Site Boundary:

**Coordinates**

A	30° 10' 01.78" N, 91° 02' 56.28" W
B	30° 09' 59.46" N, 91° 02' 51.02" W
C	30° 08' 46.92" N, 91° 03' 03.29" W
D	30° 09' 45.08" N, 91° 02' 59.50" W
E	30° 09' 39.40" N, 91° 03' 05.42" W
F	30° 09' 43.47" N, 91° 03' 14.07" W

(herein after the "PROPERTY")

2. GRANTOR warrants that it owns the PROPERTY in fee simple and that said PROPERTY is free from any mortgage, lien, judgment or encumbrance that will or may conflict with the purposes of this Conservation Servitude.

3. "HOLDER" is qualified to hold this Conservation Servitude by virtue of being:

a) A governmental body empowered to hold an interest in immovable property under the laws of the State of Louisiana or the United States of America; or  
b) A charitable corporation, charitable association, or charitable trust, qualified under § 501(c)(3) of the U.S. Internal Revenue Code, the purposes or powers of which include:

- 1) retaining or protecting the natural, scenic, or open-space values of immovable property;
- 2) assuring the availability of immovable property for agricultural, forest, recreational of open-space use;
- 3) protecting natural resources;
- 4) maintaining or enhancing air or water quality; or
- 5) preserving the historical, archaeological or cultural aspects of unimproved immovable property.

4. Except as provided in the on-site wetlands mitigation proposal, dated June 10, 2008, a copy of which is attached hereto and made a part hereof, the property is henceforth set aside and reserved in its natural state, and GRANTOR will take no action or allow any action which diminishes the property's natural state or convert it to another use, which includes, but is not limited to construction of any structure or structures on said Property; the cutting, burning, removal or destruction of vegetation (including trees) on said Property; the placing of any material or objects on said PROPERTY; the building of roads, trails or paths on said PROPERTY; changing the elevation of or contours of said PROPERTY; in any way pumping, draining or causing said Property to be drained; the grazing of animals on said Property; allowing commercial, industrial or agricultural activities on said Property; or any other activity inconsistent with preserving said Property's natural state, flora, fauna and/or wetland character. GRANTOR is not, however, required to perform any affirmative action to maintain said PROPERTY in its natural state.

5. The U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, and Louisiana Department of Wildlife & Fisheries are granted third party rights of enforcement.

6. HOLDER and those with third party rights of enforcement shall have the right to enter and go upon the PROPERTY for purposes of inspection, verifying compliance with their Servitude, and to enforce the provisions of this Servitude. No right of access or entry by the general public to any portion of the property is conveyed by this Servitude.

7. Should GRANTOR, its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees fail to comply with the requirements of this Servitude, HOLDER and those with third party rights of enforcement may undertake legal proceedings to insure compliance. Among other relief, HOLDER and those with third party rights of enforcement may seek the complete restoration of any breach of this Servitude. Breaches of this Servitude may be actionable without notice. The costs of correcting a breach or costs of restoration, including expenses, court costs and attorneys' fees, shall be paid by the GRANTOR or its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees. Enforcement shall be at the discretion of the HOLDER and those with third party rights of enforcement, and no omission or delay in acting shall constitute a waiver of any enforcement right. These enforcement rights are in addition to and shall not limit enforcement rights available under other provisions of law or equity, or under any applicable permit or certification.

8. This Conservation Servitude is transferable, but only to a qualified HOLDER as identified in Paragraph 3, above.

9. This conservation servitude is binding in perpetuity on GRANTOR, its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees.

IN TESTIMONY WHEREOF, the parties hereto have signed, executed and acknowledged this instrument as their free and voluntary acts, in multiple

originals, in the presence of the undersigned competent witness, and me, Notary Public, on this 18<sup>th</sup> day of June, 2008, at Dina A. LeJeune Notary

Dina A. LeJeune, Louisiana.

WITNESSES:

Gayle Daigle  
Gayle Daigle

Chris A. LaCombe Sr.  
Chris A. LaCombe Sr.

GRANTOR:

LAWRENCE J. NOEL, INC.

BY:

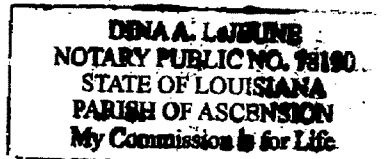
Donald O. Noel Sr.  
Donald O. Noel, Sr.  
President

Dina A. LeJeune #78190

Dina A. LeJeune  
NOTARY PUBLIC

My commission expires:

at Death



**ACCEPTANCE**

**WITNESSES:**

*Terr L. Ray*  
**TERRI L. RAY**

*Tammy C. Fortier*  
**TAMMY C. FORTIER**

**HOLDER:**

**LOUISIANA CONSERVATION CORPORATION**

**BY:**

*[Signature]*  
**D. Rex English**  
**President**

*[Signature]*  
**NOTARY PUBLIC**

**My commission expires: # 60846**  
**SUZANNE S. HATFIELD**

**NOTARY PUBLIC**

**PARISH OF ST. TAMMANY**

**MY COMMISSION IS FOR LIFE**

## EXHIBIT A

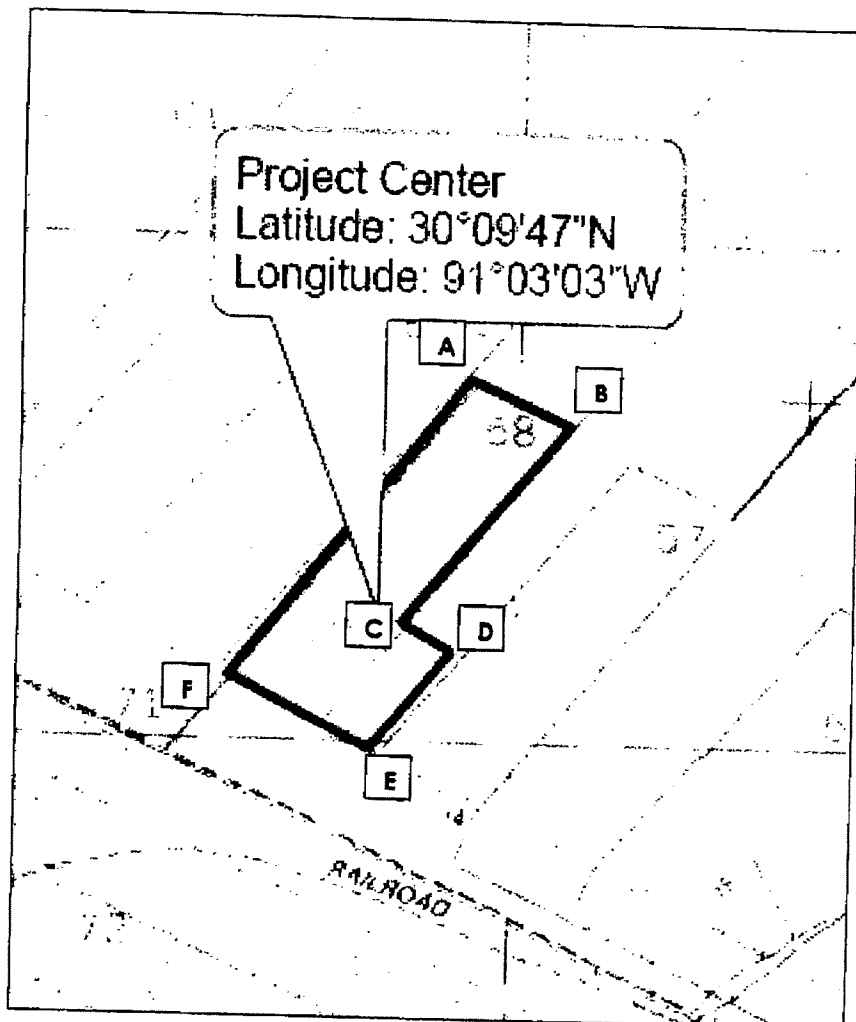
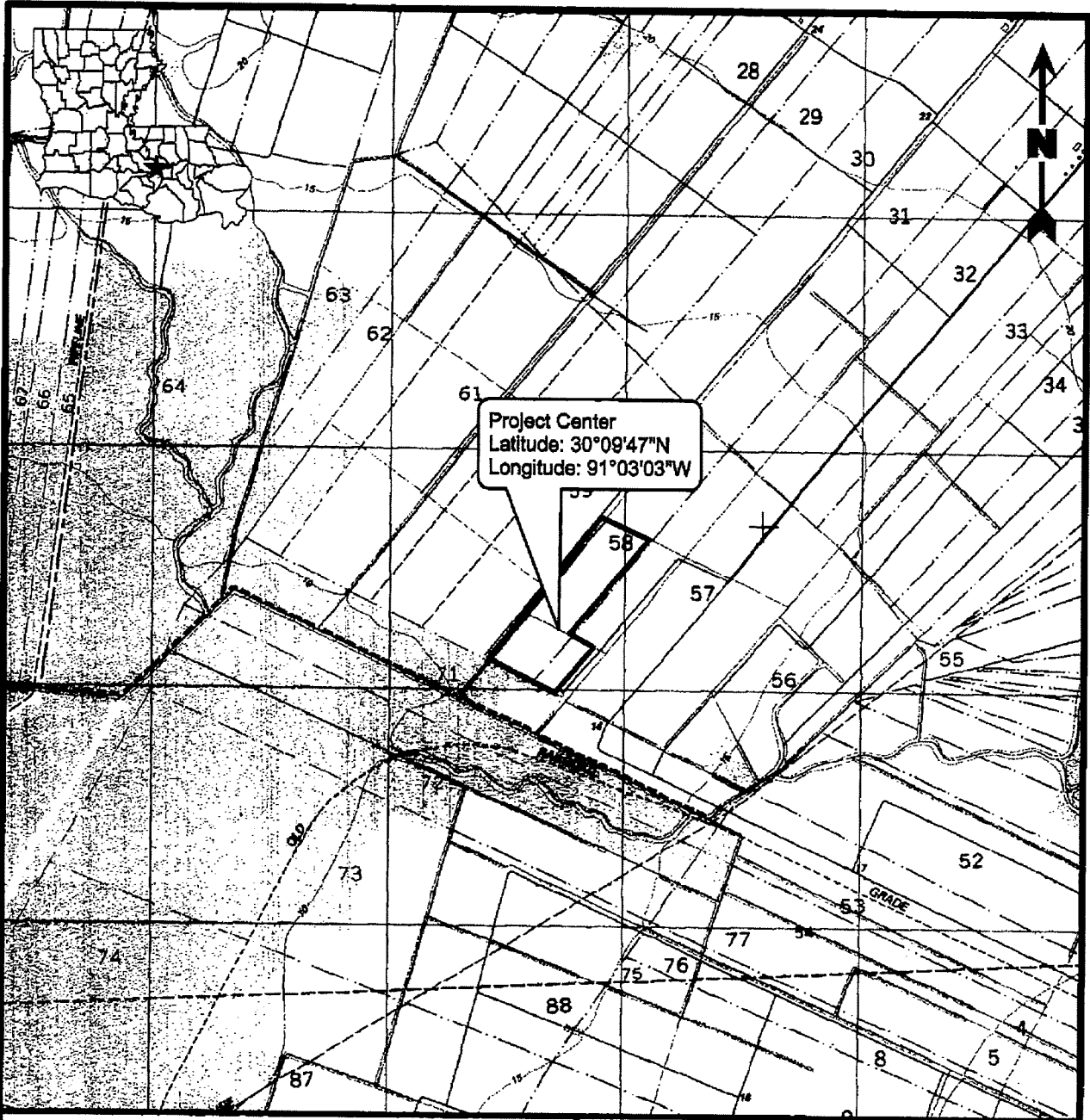


FIGURE 1. L.J. Noel Property. Mitigation Site Boundary. Coordinates shown at each corner, A-F.

### Coordinates

A	30° 10' 01.78" N, 91° 02' 56.28" W
B	30° 09' 59.46" N, 91° 02' 51.02" W
C	30° 08' 46.92" N, 91° 03' 03.29" W
D	30° 09' 45.08" N, 91° 02' 59.50" W
E	30° 09' 39.40" N, 91° 03' 05.42" W
F	30° 09' 43.47" N, 91° 03' 14.07" W





**Legend**

 Approximate Property Boundary

**Reference**

Base map comprised of U.S.G.S. 7.5 minute topographic map, "Carville, LA" dated 1992.

**Vicinity Map**

Proposed Mitigation Site-MVN 2007-1199CX  
Ascension Parish

**L.J. Noel, Inc.**  
Donaldsonville, Louisiana



**PROVIDENCE**

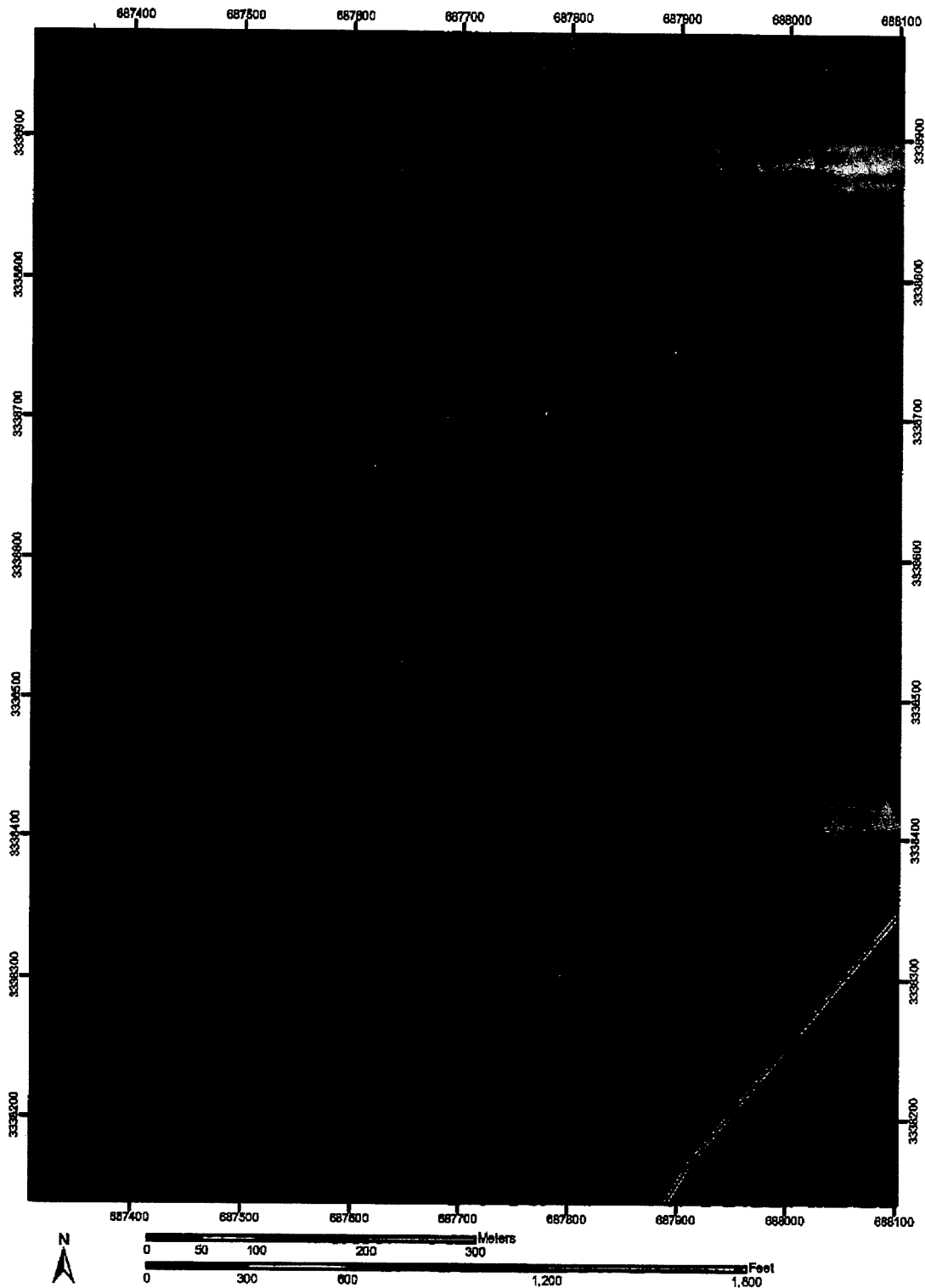
Drawn By	AMW	10/16/07
Checked By	DRA	10/16/07
Approved By	RPC	10/16/07

Project Number  
316-002

Drawing Number  
316-002-A024

**1**  
Figure

Soil Map--Ascension Parish, Louisiana  
(LJ Noel, Inc. Wetland Mitigation 2007)



Natural Resources  
Conservation Service

Web Soil Survey 2.0  
National Cooperative Soil Survey

9/26/2007  
Page 1 of 3

END OF DOCUMENT APCC

624/342

2cc  
✓

LANDS OF LAWRENCE J. NOEL, INC.  
R/W TRACT #18

PIPELINE RIGHT-OF-WAY AND SERVITUDE

NOTED THAT COPY OF  
11-1-2030

99 OCT -7 PM 3 28

446232

STATE OF LOUISIANA  
PARISH OF ASCENSION

CC 624  
HJS. *[Signature]*  
BY CLERK AND RECORDER

BY  
DY. CLERK

KNOW ALL MEN BY THESE PRESENTS.

THAT, LAWRENCE J. NOEL, INC., a Louisiana corporation, represented herein by Donald O. Noel, President, (hereinafter styled "Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00 and O.V.C.) and other good and valuable consideration cash in hand paid, the receipt and adequacy of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant unto TEXAS BRINE COMPANY, LLC, a Texas Limited Liability Company, (hereinafter referred to as "Grantee"), a non-exclusive right-of-way and servitude to construct, lay, maintain, operate, repair, remove and replace below ground one single pipeline not to exceed twelve and three-fourths inches (12-3/4") in diameter, and appurtenances thereto, including but not limited to fittings, tie-overs, valves, corrosion control equipment and other apparatus below ground, for the transportation of liquids and/or gases, saltwater and/or brine through land which Grantor owns, situated in the Parish of Ascension, State of Louisiana, described as follows, to-wit

SEE EXHIBIT "A" ATTACHED HERETO

Grantee, on written notice to Grantor, shall not be prohibited from transporting other gases or liquids through the said pipeline, as long as such other gases or liquids are not considered to be more toxic or dangerous to life or the environment. Grantor must be informed in writing at all time what product is being transmitted through the pipeline.

The said right-of-way and servitude herein granted shall be seventy feet (70') in width and its location and its route on Grantor's property shall be as delineated and shown on the drawing (1) Exhibit "B" annexed hereto, made a part hereof and signed by the parties hereto for identification. Should Grantee, in fact, use any of Grantor's lands outside of the boundaries of said seventy foot (70') right-of-way during construction of said pipeline, Grantee shall pay Grantor damages therefor of EIGHTEEN THOUSAND EIGHT HUNDRED FIFTY-SEVEN AND 50/100 DOLLARS (\$18,857.50) per acre, plus \$15.00 per rod per ten foot (10') width for any land so used.

It is understood and agreed that the said right-of-way throughout Grantor's lands, after construction, shall revert to a width of thirty feet (30'), being fifteen feet (15') on each side of the centerline of the pipe.

CONVEYANCE  
Signatures  
*[Signature]*  
*[Signature]*

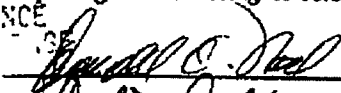
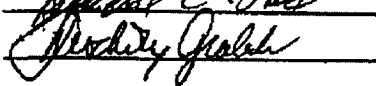
All roads and headlands traversed or used during the construction of the pipeline shall be backfilled, tamped, and shelled with a minimum of 12" of limestone over the width of the right-of-way utilized as soon as reasonably possible. The pipe will be pushed under major roads.

An as-built plan and profile survey of the pipeline across Grantor's property shall be furnished to Grantor upon completion of construction of the pipeline and clean up work area. In the event Grantee makes any changes to the pipeline, Grantee shall furnish Grantor with a revised as-built profile survey of the pipeline.

Notwithstanding anything to the contrary herein contained, it is understood that this right-of-way and servitude is executed by Grantor, under the following conditions:

- 1 Grantor is to be notified ten (10) days in advance before construction begins and informed as to Grantee's representative of this project. The maximum size of the proposed pipeline shall not exceed twelve and three-fourths inches (12-3/4") in diameter and it and all appurtenances shall be buried and maintained at least four feet (4') below the surface of the ground and above the top of the pipe taken at natural ground level (which does not include any man-made spoil banks, ridges, levees or the like), and a depth of seventy-two inches (72") below the hard bottom of any bayous and drainage canals above the top of the pipe and no less than forty-eight inches (48") above the top of the pipe at all field ditches. Prior to laying the pipe any standing water in the pipeline ditch will be pumped out as much as is reasonably possible and again before the trench is backfilled.
- 2 In the event Grantor, or any person, or corporation lawfully claiming under Grantor by grant, lease, contract, or otherwise, shall find it necessary or convenient to construct additional drainage facilities and to dig or construct canals, roads, railroads or bridges upon or across said property or to enlarge existing canals, roads, railroads, or bridges, or to develop and/or change the use of said property, then and in that event upon Grantor giving to Grantee a sixty (60) day written notice, the pipeline or any part thereof constructed by Grantee under the provision hereof which shall interfere with any such canals, roads, railroads, or bridges or the development of said property or the use thereof, shall at the cost of Grantee be reconstructed or remedied so as to eliminate such interference, and Grantee shall either (1) lower the line as may be necessary, or (2) relocate the line as may be necessary. Should Grantor decide to clear or level the land or change the topography of the land in connection with agricultural or for other reasons across which the servitude and right-of-way is granted, and to use same for any purpose requiring the lowering or relocation of said pipeline, Grantee will, upon

CONVEYANCE  
Signatures

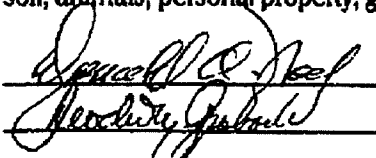
  


written request by Grantor, promptly relocate or lower said pipeline at Grantee's expense to such depth as may reasonably be required by Grantor in order to assure its safe and proper use of the surface of the ground for Grantor's intended purpose. If it becomes necessary to relocate or alter said pipeline as provided herein, Grantor shall provide, as a condition precedent thereto, free of additional cost to Grantee, the necessary right-of-way over other property described above required therefor, as well as the necessary right of ingress and egress to accomplish such relocation. After such relocation or alteration, all of the provisions of this agreement shall be deemed to apply to the pipeline as relocated or altered.

- 3 Grantor reserves the full and complete use of the land covered by said servitude for all purposes other than those granted Grantee hereby, provided, however, that Grantor will build no permanent structure (not including roads, bridges, canals, ditches, fences, telephone and electric lines, or any appurtenances necessary to any of the same), within fifteen feet (15') of the centerline of said servitude, and no pipeline parallel to that constructed by Grantee shall be laid closer than fifteen feet (15') from said centerline. Grantee shall not locate its said pipeline so as to interfere with or block, partially or wholly, any road, ditch, fence, canal, natural or artificial drainage, nor with the operation of any other servitude heretofore or hereafter created on or adjacent to the servitude herein granted. This grant does not include or give Grantee the right to use any roads and headlands on the above described tract of land.
- 4 This right-of-way is granted subject and subordinate to any existing oil, gas and mineral lease or leases, and to all existing servitudes, mortgages, judgments and any other contracts affecting said right-of-way, Grantor shall have the right to grant additional rights-of-way, easements and servitudes across the right-of-way herein granted, provided such additional grants do not interfere with and impede Grantee's exercise of the rights herein granted. If any road, railroad, or similar facility is constructed across said right-of-way and it becomes necessary for Grantee to expend money to protect its pipeline or to repair same, nothing contained in this paragraph shall preclude Grantee from making claim against the party installing such facility for the cost of such work and damages to Grantee's pipeline unless such other facility is installed by Grantor or on its behalf.
- 5 Grantee agrees to pay all damages which may arise to property, growing crops, timber, fences, roads, ditches, canals or drainage from the maintenance, alteration, repair, relocation, replacement or removal of said line and appurtenances, including, without limitation to, damages to lands, soil, animals, personal property, growing crops, roads, ditches, canals and

CONVEYANCE

Signatures

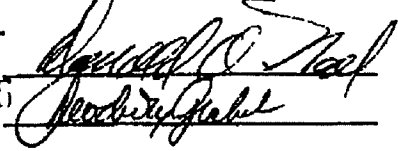
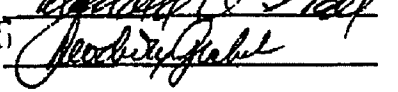


drainage, and Grantee shall after construction or removal of said pipeline, backfill any trench, ditch or opening at its own expense and shall restore the said right-of-way and lands of Grantor as nearly as practicable to its original condition, and Grantee shall, at its own expense, repair all roads, bridges, fences or any other species of damaged property, and said property shall be restored as far as practicable to its original condition at the time of commencement of pipeline construction operations. Grantee shall bulkhead all canal crossings of said pipeline if deemed necessary by Grantor.

- 6 All wooded lands on the servitude shall be cleared in a good and workmanlike manner and where practical and feasible, stumps shall be grubbed. Grantee shall chip, remove or burn from the property all stumps, fallen trees, logs, wood and debris which may result from the exercise of its rights hereunder. If requested to do so by Grantor, Grantee shall cut and stack on owner's lands, at the edge of the servitude, all merchantable timber which may be located on the servitude. Grantor shall designate and mark before commencement of Grantee's operations, such trees as owner considers merchantable. After construction of the pipeline, Grantee shall have the right to cut and remove trees, undergrowth and other obstructions only on the permanent thirty foot (30') servitude herein granted.
- 7 Grantee specifically agrees that at no time during the exercising of its rights hereunder will it disturb or destroy the location of any monuments or land markers which mark any corner or boundary of owner's property.
- 8 Upon completion of construction of the pipeline Grantee shall place pipeline markers at all points where said line crosses large canals and at such other points as Grantor may reasonably designate in order to definitely establish the location of the pipeline on Grantor's property. Grantee shall comply with all pertinent laws, statutes, ordinances, and regulations of the United States of America, the State of Louisiana, and appropriate parochial and municipal authorities. It is further agreed that at all times during the life of the said right-of-way and servitude, Grantor shall have the right to construct, maintain, and/or subsequently remove fences over and across said right-of-way. In the event of damage not discovered (or thereafter resulting) at the time of any settlement of damages, failure to claim same by Grantor shall not prejudice Grantor's right to claim same after discovery thereof.
- 9 This agreement shall be null and void and of no effect if Grantee shall fail to construct, complete, put into actual operation, and notification of completion of said pipeline described herein across said right-of-way within twelve (12) months from date hereof, provided that the date shall be

CONVEYANCE

Signatures

extended for the entire period of delay or suspension caused by inability to secure proper or necessary supplies, and by reason of strikes, labor troubles, governmental regulations, force majeure, Acts of God and other causes beyond Grantee's reasonable control; and particularly said date shall be extended further for the entire period of delay or suspension caused by the delayed issuance of any certificate of convenience and necessity by the Federal Power Commission or other duly authorized and empowered regulatory body, State or Federal. It is further agreed and understood that after the said pipeline shall have been constructed and put into operation, should Grantee fail to use the same for the purpose herein provided for a period of twelve (12) consecutive months, then and in that event the within right-of-way agreement shall be terminated, provided that Grantee shall be allowed three (3) months from the date of termination of said right-of-way agreement within which to remove its pipeline and appurtenances, and its failure to so remove said pipeline and appurtenances within the said three (3) month's period shall operate as an abandonment on the part of the Grantee of any claim whatsoever to said pipeline. Subject to the exceptions hereinafter set forth, Grantee shall not sell, assign, transfer, lease or sublease said right-of-way and/or said pipeline without the consent of the Grantor. Consent of Grantor shall not be required or necessary for any sale, assignment, transfer, lease or sublease of said right-of-way and/or said pipeline by Grantee to any subsidiary or partnership of Grantee, or to any sale, assignment, transfer, lease, or sublease from any of said corporations or companies, to another of said corporation or companies including Grantee or where such is made in connection with financing the construction or operation of said pipeline, nor shall consent be required or necessary for any mortgage, pledge, or other type of encumbrance of said right-of-way and/or said pipeline. The right-of-way and servitude herein granted may not be transferred, sold, assigned, leased, subleased, or conveyed for use as a common carrier, nor used as a common carrier, without the prior written consent of Grantor. It is understood and agreed, however, that no sale, assignment, transfer, lease, or sublease of said right-of-way and servitude and/or Grantee's interest in said pipeline shall relieve Grantee of its obligations hereunder.

- 10 Grantee further binds and obligates itself to use the servitude and right-of-way herein granted so as to cause no more interference or inconvenience to the farming and/or other operations of Grantor at any time than is reasonably necessary, and at no time will drainage be blocked, impaired or restricted or roads and headlands impassable, and, after the construction, maintenance, alteration, repair, relocation, replacement or removal (as the

CONVEYANCE  
BEFORE  
Signatures

*[Handwritten Signature]*  
*[Handwritten Signature]*

case may be) is once commenced, to proceed diligently and without stoppage of work, to complete the same and the backfilling thereof, and to promptly restore any roads or headlands cut by Grantee so that they will support farming equipment and industrial equipment, delays by reason of strikes, labor troubles, governmental regulations, force majeure, Acts of God and other causes beyond Grantee's reasonable control excepted. Upon completion of work, notification to Grantor is required. During construction, should drainage be blocked, impaired or restricted by Grantee or Grantee's agents, Grantee agrees, upon receiving written notice from Grantor, Grantee shall remedy the above situation within thirty-six (36) hours. Should Grantee fail to perform this obligation within the stated thirty-six (36) hour period, except if Grantee is prevented by force majeure of Acts of God, Grantee will be charged \$1,000 00 per day until the situation is corrected. No construction shall take place under the right-of-way and easement agreement during sugar cane planting and harvesting seasons, which begin August 15<sup>th</sup> of each year and extends through December 31<sup>st</sup> of each such year. Any and all construction commenced prior to August 15<sup>th</sup> of any year must be completed and the land restored to its original condition by that date.

- 11 The consideration provided for herein has been agreed to by Grantor based on Grantee representation that no other landowner on this servitude is being paid a higher consideration. In the event that Grantee shall pay or agree to pay a consideration greater than that received by Grantor to any other such Landowner, then Grantee agrees promptly to notify Grantor of such fact and of the amount of such higher consideration, and to pay to Grantor the difference between consideration paid to Grantor and such higher consideration with respect to all land pursuant to this agreement. In the event that Grantee shall agree to or pay such greater consideration without notifying Grantor, and Grantor subsequently make demand upon Grantee for increased consideration, then the amount hereof shall be twice the difference between consideration received and such higher consideration. Additionally, Grantee shall pay the fees of any attorney-at-law employed by Grantor to enforce their rights under this servitude, and shall pay any past-due amounts together with interest computed at two percent (2%) per annum above the prime rate from time to time in effect at Chase Manhattan Bank of New York.

CONVEYANCE  
BOOK PAGE  
Signatures  
0624

*[Handwritten Signature]*  
*[Handwritten Signature]*



12. Grantee obligates itself to hold Grantor completely harmless at all times from any and all claims, lawsuits, or damages or any and every kind whatsoever, to persons and/or property, including death claims, that may arise as the result of the construction, use or operation of said pipeline, regardless of the cause thereof, including but not being limited to leakage, explosion, fire, subsidence of soil and erosion. Under no condition will Grantor be held liable to Grantee for damage to said pipeline or loss of any sort occasioned by such damage.
13. Grantee agrees to defend owner and other persons at its expense in any claim or action for damages or loss brought against owner or other persons by any third person, and to reimburse owner and other persons for any reasonable expense of any kind which might be incurred by owner and other persons in connection with the investigation or defense of any suit, including reasonable attorney's fees which owner or other persons may become obligated to pay.
14. The rights of Grantor herein set forth shall exist in favor of all existing and future owners of the land burdened by the servitude hereby created, and the terms, conditions and provisions of this agreement shall inure to the benefit of and be binding upon the respective successors, assigns, transferees, lessees, sub-lessees of the parties hereto, and others holding rights herein or hereunder.
15. This right-of-way is granted without any warranty or recourse whatsoever, even for the return of any cash consideration received. The rights herein granted shall not vest in or be construed to vest in Grantee any right, title, or interest in and to the surface (other than the servitude herein specifically provided) or to any minerals or mineral rights, in, on, under or that may be produced from said right-of-way.
16. Any payment due hereunder may be delivered to Grantor or to Donald O. Noel who is hereby appointed agent and authorized to receive and receipt for the same, and shall be considered made when the check of Grantee therefor is mailed to Grantor at Napoleonville, Louisiana or to said agent at Napoleonville, Louisiana.
17. Upon failure of Grantee to comply with any of its obligations under this agreement, this agreement and the servitude and right-of-way herein granted shall terminate thirty (30) days after notice in writing of said failure shall have been mailed by certified or registered mail by Grantor to Grantee, unless said failure is rectified by Grantee within said thirty (30) day period, or unless the said failure is subject to arbitration as hereinafter provided. Any dispute between the parties, their successors and/or assigns, shall be arbitrated in Napoleonville, Louisiana, under the rules and auspices of the

CONVEYANCE  
BOOK Signatures PAGE  
0624 348

American Arbitration Association. If any such dispute so referred to arbitration involves an alleged failure of Grantee to comply with any of its obligations under this agreement, this agreement and the servitude and right-of-way herein granted shall terminate thirty (30) days after decision by the arbitrators holding said failure to exist, unless said failure is rectified by Grantee within said thirty (30) day period

18 For the purpose of this contract, the respective addresses of the parties are stated to be as follows:

(A) Lawrence J Noel, Inc  
Attention: Donald O. Noel  
P. O Box 427  
Donaldsonville, Louisiana 70346

(B) Texas Brine Company, LLC  
4800 San Felipe  
Houston, Texas 77056

No change of address of either party hereto shall be effective as to the other party until said other party has received notice of such change by registered or certified mail from the party changing its address.

WITNESS THE EXECUTION hereof as of the 19<sup>th</sup> day of May, 1999.

WITNESSES:

LAWRENCE J. NOEL, INC.

Kenneth J. Blanchard  
William C. LeBlond

By

Donald O. Noel  
DONALD O. NOEL, President  
Tax I.D. #72-0631539

TEXAS BRINE COMPANY, LLC

Deed C. Hoffman  
Moley C. Lang

By

Deed C. Hoffman

CONVEYANCE  
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0624 349

Donald O. Noel  
Deed C. Hoffman

**EXHIBIT "A"**

Those certain tracts or parcels of land being described as situated in Irregular Sections 57, 58 and 71, Township 10 South, Range 14 East, Ascension Parish, Louisiana.

Refer to Plat of Survey being Exhibit "B" attached hereto and made a part hereof depicting the proposed pipeline location and route traversing Grantor's Property

CONVEYANCE  
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PAGE  
350  
*[Signature]*  
*[Signature]*

STATE OF LOUISIANA

PARISH ASCENSION

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared  
DONALD O. NOEL, to me personally known, who, being duly sworn, did say that he  
is the President of LAWRENCE J. NOEL, INC., and that he did sign the foregoing  
Pipeline Right of Way Servitude on behalf of said corporation by authority of its Board of  
Directors and said DONALD O. NOEL acknowledged said instrument to be the free  
act and deed of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally came and  
appeared Arthur C. LeBlanc, Jr., who by me being first duly  
sworn, deposed and said that he is one of the witnesses to the execution of the foregoing  
instrument and that he saw Donald O. Noel execute said  
instrument as President of LAWRENCE J. NOEL, INC. as the free  
act and deed of said corporation in the presence of appearer and  
Kenneth J. Blanchard the other subscribing witness

Arthur C. LeBlanc, Jr.  
Appearer

SWORN TO AND SUBSCRIBED before me May 20, 1999.

Arthur B. Thornton  
Notary Public  
in and for Lafayette Parish, Louisiana

CONVEYANCE  
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0624 351

STATE OF Texas

COUNTY/PARISH OF Harris

ON THIS 24<sup>th</sup> day of May, 1999, before me appeared Theodore M. Grabowski, to me personally known, who, being by me duly sworn, did say that he is the President of TEXAS BRINE COMPANY, LLC and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Theodore M. Grabowski acknowledged said instrument to be the free act and deed of said corporation.



B. Dan Hall  
NOTARY PUBLIC

CONVEYANCE  
BOOK PAGE  
0624 352

455/82

RIGHT OF WAY GRANT 269328

STATE OF LOUISIANA

PARISH OF Ascension

RECEIVED  
HART BOURQUE  
CLERK OF COURT

KNOW ALL MEN BY THESE PRESENTS:

JUN 19 3 02 PM '89

That L. J. Noel, Inc., does by these presents grant unto the  
Parish of Ascension, through its Police Jury, the necessary  
right-of-way for the construction, maintenance, and improvement of drainage facilities through and  
across his property in:  
L6A7A, Lake Verret Watershed

Section 71, T 10S, R 14E

100' ROW required for maintenance access.

State of Louisiana, Parish of Ascension  
I do hereby certify that the above and foregoing was received, filed  
and recorded in the Parish of Ascension Folio No. 455  
this 19 day of June, 19 89

*Kermit Hart Bourque*  
Clerk and Recorder

According to USDA Soil Conservation Service Drawings, Lake Verret Watershed, Cont. #4.

The consideration for this grant is the expectation of benefits to said property as a result of the drainage improvement program.

In witness whereof this instrument is executed on this 12th day of

June, 19 89.

WITNESSES:

*Paul J. [Signature]*

*[Signature]*  
GRANTOR

82

RECORDED FROM THE ORIGINAL ON FILE THIS THE 19th DAY OF JUNE, 1989

*Kermit Hart Bourque*  
KERMIT HART BOURQUE, CLERK OF ASCENSION

353/241

STATE OF LOUISIANA  
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
OFFICE OF PUBLIC WORKS 197410

RIGHT OF WAY GRANT

STATE OF LOUISIANA  
PARISH OF Ascension

STATE PROJECT NO. 574-96-02

KNOW ALL MEN BY THESE PRESENTS:

That L. J. Noel, Inc.

Parish of Ascension

through its Police Jury, the necessary  
right-of-way for the construction, maintenance, and improvement of drainage facilities through and  
across his property in:

L-6A7, Lake Verret Watershed

Section 71, T 10S, R14E

RECEIVED  
HART BOURQUE  
CLERK OF COURT  
Nov 9 2 20 PM '82

BY  
DY. CLERK OF COURT  
does by these presents grant unto the

State of Louisiana Parish of Ascension

I, do hereby certify that the above and foregoing was  
received, filed and recorded in Book of Convey.

No. 353, Folio No. 241  
this 9 day of Nov, 19 82

*Kenneth Hart Bourque*  
Clerk and Recorder

According to Louisiana Department of Transportation and Development, Office of Public Works  
Drawing File No. PW 1687-1

The consideration for this grant is the expectation of benefits to said property as a result of  
the drainage improvement program.

In witness whereof this instrument is executed on this 7th day of  
May, 19 82

WITNESSES:

*John C. Sporns*  
*Frank S. Milne Jr.*

*L. J. Noel*  
GRANTOR

241

Recorded from the original on file this the 9th day of November, 1982.

*Kenneth Hart Bourque*  
KERMIT HART BOURQUE  
CLERK AND RECORDER

STATE OF LOUISIANA  
PARISH OF ASCENSION

RECEIVED

1976 SEP 13 PM 1:49

144512

An act of amendment entered into this 31<sup>st</sup> day of August, 1976, but effective for all purposes as of October 15, 1975, by LAWRENCE J. NOEL, INC., a Louisiana corporation, represented herein by Lawrence J. Noel, III, its President, duly authorized to so act by authority of its Board of Directors, hereinafter referred to as "Grantor", and TEXAS BRINE CORPORATION, a Texas Corporation, herein represented by A. J. Webre, its Vice-President, duly authorized to so act by authority of its Board of Directors, hereinafter referred to as "Grantee".

1.

Reference is made for all purposes to that certain right of way, granted by Grantor to Grantee, by act dated October 15, 1975, recorded in COB 273 under Entry No. 139157 of the records of Ascension Parish, Louisiana, affecting certain lands owned by Grantor located in Sections 57, 58 and 71 of Township 10 South, Range 14 East, Ascension Parish, Louisiana.

2.

The approximate route of the right of way granted by the act described in 1 above was purported shown in red on the plat annexed to said act as a part thereof.

3.

Since execution of the agreement, Grantor and Grantee have determined that the said plat attached to the right of way agreement does not accurately locate the route of the said right of way.



4.

Now therefore, in consideration of state premise, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledge, Grantor and Grantee do hereby amend the said right of way described in 1 above by deleting all reference to and incorporation of the plat attached thereto, as described in 2 above, and substituting in its place and stead the plat attached hereto as a part hereof and marked as Exhibit "A" for identification herewith, which shows, outlined in red, the route of the right of way across, over, under, and through the property of the Grantor.

In witness whereof this act is executed in the presence of the undersigned witnesses.

WITNESSETH:

LAWRENCE J. NOEL, INC.

Carl D. Chanson

By

Lawrence J. Noel, III  
President

Dwight M. Noel

TEXAS BRINE CORPORATION

C. M. Haden

By

Q. M. Haden

H. J. Babin

On this 7th day of September, 1976, before  
me appeared A. J. Webre, to me personally  
known, who, being by me duly sworn, did say that he is the  
Vice-President of TEXAS BRINE CORPORATION, and  
that the foregoing instrument was signed on behalf of said  
corporation by authority of its Board of Directors, and said  
Appearer acknowledged said instrument to be the free act and  
deed of said corporation.

Judy Keller  
NOTARY PUBLIC

On this 28th day of August 1976, before me appeared Lawrence J. Noel, III, to me personally known, who, being by me duly sworn, did say that he is the President of LAWRENCE J. NOEL, INC., and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Appearer acknowledged said instrument to be the free act and deed of said corporation.

Luella Matson  
NOTARY PUBLIC

EXCERPT FROM THE MINUTES OF A SPECIAL  
MEETING OF THE BOARD OF DIRECTORS OF  
LAWRENCE J. NOEL, INC., HELD IN  
ASCENSION PARISH, LOUISIANA ON THE  
28TH DAY OF AUGUST, 1976.

RESOLVED that LAWRENCE J. NOEL, III, President of this corporation, be and he is hereby authorized and empowered to act for and on behalf of this corporation to sign all necessary documents regarding the amendment of right of way agreement in favor of Texas Brine Corporation, under the terms and conditions as set forth in said amendment of right of way agreement.

LAWRENCE J. NOEL, INC.

BY: Lawrence J. Noel  
LAWRENCE J. NOEL, III  
President

ATTEST

Richard "Allie" Noel  
RICHARD "ALLIE" NOEL  
Secretary-Treasurer of Lawrence  
J. Noel, Inc.

Donald O. Noel  
DONALD O. NOEL  
Vice President and member of the  
Board of Directors of Lawrence J.  
Noel, Inc.

CERTIFICATE

I, RICHARD "ALLIE" NOEL, Secretary-Treasurer of Lawrence J. Noel, Inc. do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a meeting held by the Board of Directors on August 28, 1976, at 9 o'clock A.M., at the office of said corporation, whereat a quorum of directors was present and said resolution or any part thereof has not been rescinded, amended or revoked.

Executed as Secretary-Treasurer of this corporation, this  
28th day of August, 1976.

Richard "Allie" Noel  
RICHARD "ALLIE" NOEL, Secretary-  
Treasurer of Lawrence J. Noel,  
Inc.

ATTEST:

Donald O. Noel  
DONALD O. NOEL  
Vice-President and member of the  
Board of Directors of Lawrence J.  
Noel, Inc.

ASCENSION PARISH, LA.  
R 14 E

TRAVERSE SCHEDULE

AB = N 43° 04' 40" E	469.6'
BC = N 88° 25' 02" E	158.2'
CD = S 67° 05' 20" E	2049.2'
DE = S 68° 19' 20" E	1254.5'
EF = N 60° 24' 40" E	334.2'
FG = S 67° 05' 20" E	2230.9'
GH = N 78° 20' 40" E	781.5'
HI = N 67° 23' 40" E	16.6'
	7184.71'

T  
10  
8

LOUIS ZERANGUE, ET. AL.

MARY LOU HEBERT, ET. AL.

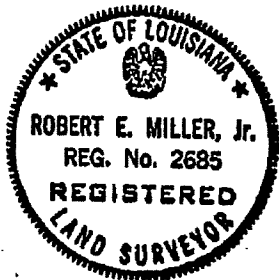
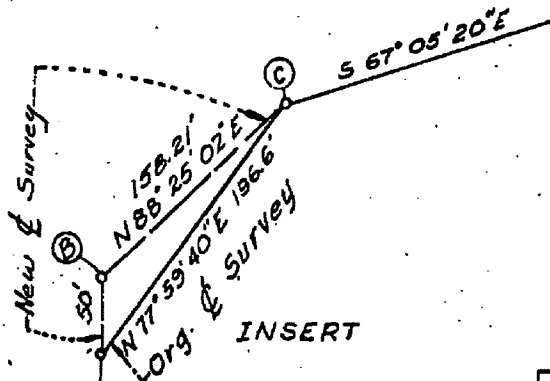
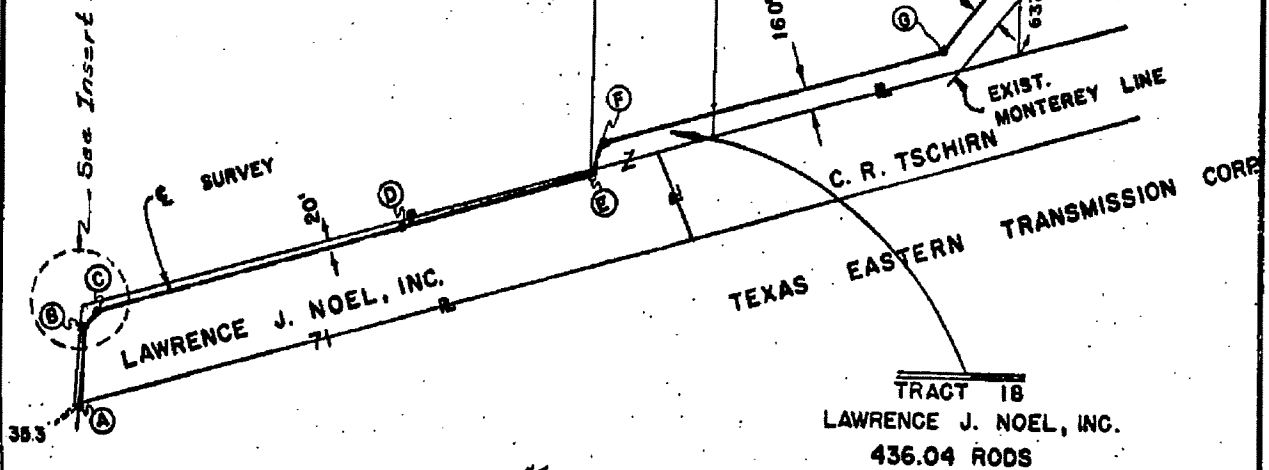


EXHIBIT "A"

TEXAS BRINE CORP.

HOUSTON, TEXAS

DATE: OCT. 13, 1975

PROPERTY PLAT  
LAWRENCE J. NOEL, INC.

SEC. 57, 58 & 71, T 10 S - R 14 E  
ASCENSION PARISH, LA.

DRAWN: R. G. B.

CH'CK'D: R. E. M.

TRACED

SCALE: 1" = 1000'

NOTES

APPR'V'D

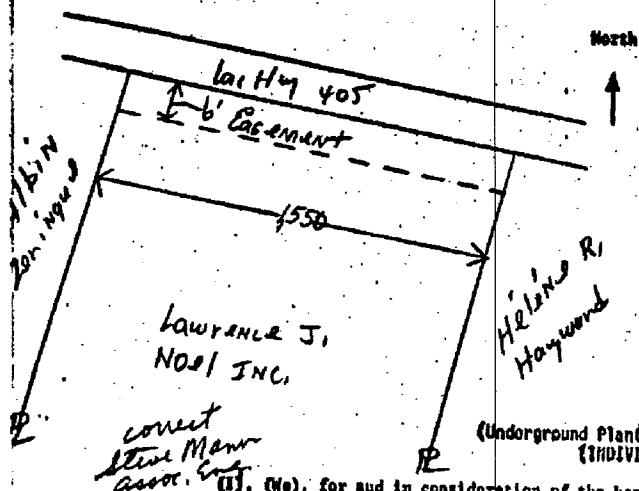
MAP NO.

REVISED AUG. 9, 1976

Recorded from the original on file this the 13th day of SEPTEMBER 1976

Kermit Hart Bourque  
CLERK AND RECORDER

279/10



Name and Address of Grantor LAWRENCE J. NOEL INC.  
P.O. Box 22  
Donald Sanville, La 70346  
 Toll Line \_\_\_\_\_  
 Exchange Line Donald Sanville (MAIN)  
 The Property is bounded where the line enters and leaves this property by the Property of:  
Albin Zerling on the West and  
Helene R. Hayward on the East  
 Authority N-22002 Classification 2-45C  
 Area T-33000  
 Approved: \_\_\_\_\_  
 Title: Notary Public

Form 8416-4/4-74 R

(Underground Plant) GENERAL PERMIT (INDIVIDUAL)

(I), (We), for and in consideration of the benefits to be derived and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, do hereby grant unto South Central Bell Telephone Company, its associated and allied companies, their respective licensees, successors, and assigns, the right to construct, operate, and maintain a line or lines of communications or other related services, consisting of buried cables, conduits, pedestals, and other necessary above or below ground appurtenances as are required within a strip of land 6 feet in width upon, across, over and/or under that certain tract of land situated in ASCENSION Parish, State of Louisiana; and upon, along and under the roads, streets, or highways adjoining or through said property and the right of ingress and egress to said premises at all times for the purpose of inspecting and maintaining said lines and including the right to relocate said lines to a mutually acceptable location on said premises to conform to any future highway relocation, widening or improvements.

The location of said strip of land on said tract of land is more particularly described as follows: Parallel and adjacent to the Rte. Line South of La Hwy 405 for a distance of 1,550 ft.

and the location of said tract of land on which said strip of land is located being more particularly described as follows: located on the South Side of La Hwy 405 Bounded West by Albin Zerling, East by Helene R. Hayward

Section 16-5 Township 10-5 Range 14-E  
 all of which is shown on (above) (attached) sketch.

Telephone Company agrees to hold harmless Grantor from any and all liability arising from the negligent construction, installation, or maintenance of said telephone plant.

Telephone Company agrees to repair any damage suffered to property in placing and maintaining said cable.

Thus done and signed in the presence of the undersigned competent witnesses on this 27<sup>th</sup> day of March, 1976.

Witnesses:

Stephen Chanier

LAWRENCE J. NOEL INC.  
By Lawrence J. Noel  
 Grantor  
LAWRENCE J. NOEL INC.

STATE OF LOUISIANA

PARISH OF TERREBONNE

BEFORE ME, the undersigned authority, personally came and appeared Stephen Chanier who being by me first duly sworn, deposed and said that he is one of the subscribing witnesses to the signature of LAWRENCE J. NOEL INC. to the above and foregoing document; that he saw the said LAWRENCE J. NOEL INC. execute the said document and that he appeared signed same, together with the other subscribing witness.

Witness my hand and seal this 2nd day of May, 1976

Edouard Bourque  
 Notary Public

DATE RECORDED

CONVEYANCE BOOK NO.

ENTRY NO.

Recorded from the original on file this the 19th day of JULY 1976

Kermit Hart Bourque  
 KERMIT HART BOURQUE  
 CLERK AND RECORDER

143297

1976 JUL 19 PM 10:21

RECEIVED

HART BOURQUE  
 CLERK OF COURT  
 EX-8-M  
 DE CLERK OF COURT

279/8

Helene R. Hayward  
Lowrance J. Noel Inc.  
Mary Lou Hebert

North

Exchange Line

Donalsonville (Main)

The Property is bounded where the line enters and leaves this property by the Property of:

Helene R. Hayward on the North and Mary Lou Hebert on the South

Authority N-2407 Classification 2-K-1

Area 1-330

Approved: [Signature]

Title: [Signature]

Form 8416-4/4-74

(Underground Plant) GENERAL PERMIT  
(INDIVIDUAL)

(I), (We), for and in consideration of the benefits to be derived and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, do hereby grant unto South Central Bell Telephone Company, its associated and allied companies, their respective licensees, successors, and assigns, the right to construct, operate, and maintain a line or lines of communications or other related services, consisting of buried cables, conduits, pedestals, and other necessary above or below ground appurtenances as are required within a strip of land 6 feet in width upon, across, over and/or under that certain tract of land situated in Ascension Parish, State of Louisiana; and upon, along and under the roads, streets, or highways adjoining or through said property and the right of ingress and egress to said premises at all times for the purpose of inspecting and maintaining said lines and including the right to relocate said lines to a mutually acceptable location on said premises to conform to any future highway relocation, widening or improvements.

The location of said strip of land on said tract of land is more particularly described as follows: Parallel & adjacent to the Hwy line west of Hwy 405 for a distance of 1/4 mi.

and the location of said tract of land on which said strip of land is located being more particularly described as follows: located on the west side of Hwy 405 bordered north by Helene R. Hayward, south by Mary Lou Hebert

Section 46 Township 10-S Range 14-E  
all of which is shown on (above) (attached) sketch.

Telephone Company agrees to hold harmless Grantor from any and all liability arising from the negligent construction, installation, or maintenance of said telephone plant.

Telephone Company agrees to repair any damage suffered to property in placing and maintaining said cable.

Thus done and signed in the presence of the undersigned competent witnesses on this 27<sup>th</sup> day of March, 1976.

Witnesses:

Stephen Granger

Lawrence J. Noel Inc.  
Grantor  
Lawrence J. Noel Inc.

STATE OF LOUISIANA

PARISH OF Terrebonne

BEFORE ME, the undersigned authority, personally came and appeared STEPHEN GRANGER who being by me first duly sworn, deposed and said that he is one of the subscribing witnesses to the signature of Lawrence J. Noel Inc. to the above and foregoing document; that he saw the said Lawrence J. Noel Inc. execute the said document and that he appeared signed same, together with the other subscribing witness.

Witness my hand and seal this

27<sup>th</sup> day of May, 1976  
[Signature]  
Notary Public

DATE RECORDED

CONVEYANCE BOOK NO.

ENTRY NO.

Recorded from the original on file this the 19<sup>th</sup> day of JULY 1976

Kermit Hart Bourque  
KERMIT HART BOURQUE  
CLERK AND RECORDER

143295

1976 JUL 19 PM 10:21

RECEIVED

139157

RIGHT OF WAY

12/24/75  
10:15 A.M.

STATE OF LOUISIANA

PARISH OF ASCENSION

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, this day paid to

LAWRENCE J. NOEL, INC., a corporation organized under the laws of the State of Louisiana, with its domicile in the Parish of Ascension, Louisiana, herein represented by LAWRENCE J. NOEL, III, its President, duly authorized by resolution of the Board of Directors, a certified copy of said resolution being attached hereto and made a part hereof,

hereinafter called "GRANTOR", (whether one or more), and TEXAS BRINE CORPORATION, hereinafter called "GRANTEE", the receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto said Grantee, its successors and assigns, an exclusive right of way over the land hereinafter described, for the purpose of constructing, maintaining and operating thereon pipeline (with fittings, valves and appurtenances, including cathodic protection equipment, bulkheads, air patrol and location markers as hereinafter set out) for the transportation of oil, gas, water, steam or any other material or substance which can be conveyed through a pipeline, or any one or more of said substances, said right of way being through and upon that certain land situated in the Parish of Ascension, State of Louisiana, described as follows:

Sections 57, 58 and 71, Township 10 South, Range 14 East, Ascension Parish, Louisiana.

along the approximate route as shown in 'red' on the plat annexed hereto and made a part hereof, and only insofar as said route and course may lie upon or across the land which is described above and situated in the Parish of Ascension, State of Louisiana.

The right of way herein granted shall be limited to a permanent width of twenty feet (20'), lying parallel and adjacent in part to the western boundary of Grantors property in Section 71, then adjacent and parallel in part to the northerly boundary of Grantors property in Section 71, then adjacent and parallel in part northerly of the Texas Eastern Transmission Corporation existing (150') foot right of way in Sections 57 and 58.



For the same consideration, Grantee herein, its successors and assigns, subject to the conditions as hereinafter set forth, shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way and of ingress and egress to and from said land for the purpose of laying, maintaining, repairing, renewing, changing the size of, restoring, and of removing said pipeline and appurtenances thereto.

Grantor acknowledges having received payment in advance of the execution hereof for any and all claims for damages (including crops), which may be incurred within the right of way herein granted by reason of the construction of a pipeline and appurtenances thereto herein provided for.

TO HAVE AND TO HOLD the said right of way, together with all of the rights herein granted, unto said Grantee, its successors and assigns, as long as the same shall be useful for the purposes of and desired by said Grantee, its successors and assigns. And, by the acceptance hereof, the said Grantee covenants and agrees with Grantor that any pipeline constructed hereunder shall be buried to a depth of not less than three feet (3') below the surface of the soil as measured from the top of the pipe. The pipeline shall be buried so that the top of such pipeline is not less than three feet (3') below the bottom of ditches or canals, except as otherwise agreed to in writing by Grantor.

It is understood and agreed that Grantor, its heirs, successors and assigns shall not grant any other servitude of any kind or description within twenty (20') foot right of way herein granted. Subject to the above and foregoing, the Grantor shall have full use and enjoyment of said twenty (20') foot strip of land included within said right of way, except as may be necessary for the purposes herein specifically granted, including the right to grant a right of way for other pipelines to cross at forty-five degrees (45°) to ninety degrees (90°) angles under said pipeline.

Said right of way and servitude is granted by Grantor and accepted by Grantee under and subject to the following covenants, stipulations and conditions:

1. The rights herein granted shall be limited exclusively to said twenty (20') foot strip of land and the purposes above provided.

However, Grantee shall also have the right at its own risk, of ingress and egress to and from said right of way across other lands of Grantor through and over such existing roads or routes only as designated by Grantor.

2. Grantor reserves the right to the full use and enjoyment of said twenty (20') foot strip of land affected by said right of way, except as the same may necessary for the purposes herein specifically granted. Grantor specifically, but not by way of limitation, reserves the following:

- (a) The right to construct railroad or spur tracks across said pipeline and right of way strip.
- (b) The right to construct a canal or canals, or deep drainage ditches, a road or roads and a bridge or bridges across said pipeline and right of way strip.
- (c) The right to construct and/or clear and maintain drainage ditches across or over said pipeline.
- (d) The right to conduct agricultural operations of any character over said pipeline, including planting, cultivation, pasturing, drainage, irrigation and harvesting of any and all agricultural crops.

Prior to the exercising of the reserved rights by Grantor designated as (a) and (b) above, Grantor shall give Grantee ten (10) days' written notice and such additional time as is reasonably necessary for Grantee to accommodate its facilities to Grantor's proposed plans, sent to Texas Brine Corporation at Grantee's office at Suite 990, 2000 West Loop South, Houston, Texas 77027.

In the event Grantee deems it necessary to protect its facilities by reason of Grantor's exercise of the aforementioned rights, Grantor shall not be responsible for any such expense incurred by Grantee as a result thereof.

3. The rights herein granted shall not vest in or be construed to vest in Grantee, any right, title or interest in or to the surface (other than the servitude herein specifically provided) or to any minerals or mineral rights in, on, under or that may be produced from the property above described, nor as requiring the consent of Grantee to any lease, grant, or other contract affecting either the surface, minerals or mineral rights with respect to the above described property.

4. Except as hereinafter provided, no structure or facility of any character shall be constructed on said right of way strip above ground by Grantee or Grantor. Grantee shall, however, have the right to construct fittings, valves, and appurtenances, including cathodic protection equipment, bulkheads, air patrol and location markers; but same will be done so as to minimize any interference with Grantor's farming operations.

5. During, or as a result of any work performed by Grantee hereunder, Grantee shall not interfere with the drainage from or across Grantor's property, and shall not obstruct or impede the use of any road or plantation headland. In order to avoid any such obstruction or impediment Grantee shall provide temporary bridges or other facilities in order that the use of such roads and headlands by Grantor may not be interrupted. No ditch or canal shall be left obstructed. If any ditch or canal is so left obstructed, Grantor may remove such obstruction and Grantee shall be responsible for the cost thereof.

6. Grantee shall pay to Grantor all loss and damages caused to or inflicted on Grantor which are either directly or indirectly caused by the laying, maintaining, operating, repairing or removal of said pipeline on all lands of Grantor not included in the right of way granted herein.

7. If, in the operations of said pipeline, any product or material escapes from said line, Grantee shall be responsible not only for damages to existing agricultural crops and to other property of Grantor, but shall also be responsible for the loss occasioned by the soil being rendered unfit for crop production.

8. Grantee assumes all risks of and shall indemnify and save Grantor harmless from and against all claims, demands, actions or suits (including costs and expenses incident thereto) for or on account of injuries to (including death of) persons or property of others for which Grantor would be legally responsible excepting Workmen's Compensation, arising wholly or in part from or in connection with the laying, maintaining, operations, changes in, alterations to or removal of Grantee's pipeline. In the event of any suit or action brought against Grantor for or on account of any such damage, injury or death, Grantor shall notify Grantee and Grantee shall appear and

defend said suit or action at its cost and expense, and will pay and satisfy any judgment that may be rendered therein against Grantor, when such suit or action has been finally determined.

9. Grantee shall properly bulkhead each side of canals across which said pipeline may be constructed.

10. In the construction, maintenance or removal of said pipeline, Grantee shall refill all trenches or other excavations dug in connection with such work and return all spoils thereto without delay. Grantee shall firmly pack and level, to the level of the adjoining land, the dirt in such excavations over the pipeline, and at a later date, if required to do so by Grantor as a result of settlement below the normal surface level, shall place additional dirt therein and again pack and level the dirt placed in such excavation.

11. Grantee shall repair all roads, headlands, bridges and canals located on the above described property which may become worn, damaged or destroyed by Grantee in the laying, construction, maintenance, use, repair or removal of said pipeline, in order that such roads, headlands, bridges and canals shall be restored to at least as good condition as existed prior to such work. Grantor shall at all times have full use of right of way granted for inspection of construction details. During construction, if any conditions occur that cause construction to stop, the construction is to begin again as soon as such conditions permit, the intent being not to leave the construction, once started, unfinished for an appreciable length of time.

12. The obligations and restrictions imposed on Grantee hereunder are in addition to any and all obligations and restrictions imposed by Federal, State and Local Laws.

13. This grant is made without warranty either implied or expressed and without any recourse whatsoever, not even for the return of the consideration paid to Grantor hereunder.

14. The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any of the terms or conditions or as a waiver of any other terms and conditions, all of which shall be and remain in full force and effect notwithstanding any such waiver.

15. Grantee shall have the right to assign or sub-lease in whole or in part the rights herein granted.

It is further understood and agreed that during construction Grantee shall have fifty (50') feet temporary right of way, to revert to twenty (20') feet permanent right of way upon completion of construction. Should any additional width in excess of said fifty feet (50') be used for construction of said pipeline, Grantee shall pay damages for such additional width used at an additional sum which is in proportion to said \$37.00 per lineal rod. Or at election of the party entitled additional width in the excess of fifty (50') feet, payment shall be based and adjusted to the established value of the crop on the affected areas during the preceding three (3) years.

This instrument may be executed in one document signed by all parties, or in separate documents which shall be counterparts hereof. If executed in counterparts, all such counterparts, when executed by one or more of the parties, shall constitute but one and the same instrument. The failure of any one or more of the parties hereto to sign this instrument or any counterpart thereof, shall not in any manner affect the validity and binding effect of same as to the parties who executed the same.

IN TESTIMONY WHEREOF, this instrument is signed, executed and delivered in the presence of the undersigned competent witnesses on this the 15 day of October, 1975.

WITNESSES:

Arthur C. DeB...  
Pat McConathy

LAWRENCE J. NOEL, INC.

BY:

Lawrence J. Noel, III  
President

Cheryl L. Gaul  
Lawn M. Kent

TEXAS BRINE CORPORATION

BY:

A. J. Webre  
Vice President

STATE OF LOUISIANA  
PARISH OF ASCENSION

On this 15 day of October, 1975, before me, the undersigned Notary Public, duly commissioned and qualified in and for said Parish and State, personally came and appeared Lawrence J. Noel, III who declared and acknowledged that he is the duly authorized officer of LAWRENCE J. NOEL, INC. and that he signed and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and the said appearer and the said witnesses have hereunto affixed their signatures this the 15 day of October, 1975.

WITNESSES:

Arthur C. DeBlanc Jr.  
For the County

LAWRENCE J. NOEL, INC.

BY: Lawrence J. Noel, III  
President

Notary Public

STATE OF TEXAS  
COUNTY OF HARRIS

On this 6th day of October, 1975, before me,  
the undersigned Notary Public, duly commissioned and qualified in  
and for said Parish and State, personally came and appeared

A. J. Webre who declared and acknowledged that  
he is the duly authorized officer of TEXAS BRINE CORPORATION and that  
he signed and executed the foregoing instrument, as the free and  
voluntary act and deed of said corporation, for and on behalf of  
said corporation and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official  
seal and the said appearer and the said witnesses have hereunto  
affixed their signatures this the 6th day of October, 1975.

WITNESSES:

Chesley L. Grul  
Dawn M. Kent

TEXAS BRINE CORPORATION

BY: A. J. Webre

A. J. Webre  
Vice President

Kay L. Allen  
NOTARY PUBLIC  
KAY L. ALLEN  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1977

EXCERPT FROM THE MINUTES OF A SPECIAL  
MEETING OF THE BOARD OF DIRECTORS OF  
LAWRENCE J. NOEL, INC., HELD IN  
ASCENSION PARISH, LOUISIANA, ON THE  
15 DAY OF October, 1975.

RESOLVED that LAWRENCE J. NOEL, III, President of this corporation, be and he is hereby authorized and empowered to act for and on behalf of this corporation to sign all necessary documents regarding the servitude or right of way agreement in favor of Texas Brine Corporation, under the terms and conditions as set forth in said servitude or right of way agreement.

LAWRENCE J. NOEL, INC.

BY:

Lawrence J. Noel  
LAWRENCE J. NOEL, III  
President

ATTEST:

Richard Allie Noel  
RICHARD "ALLIE" NOEL  
Secretary-Treasurer of Lawrence  
J. Noel, Inc.

Donald O. Noel  
DONALD O. NOEL  
Vice President and member of the  
Board of Directors of Lawrence J.  
Noel, Inc.

-----  
CERTIFICATE

I, RICHARD "ALLIE" NOEL, Secretary-Treasurer of Lawrence J. Noel, Inc., do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted at a meeting held by the Board of Directors on October 15, 1975, at 9 o'clock A.m., at the office of said corporation, whereat a quorum of directors was present and said resolution or any part thereof has not been rescinded, amended or revoked.

15 Executed as Secretary-Treasurer of this corporation, this  
day of October, 1975.

Richard Allie Noel  
RICHARD "ALLIE" NOEL, Secretary-  
Treasurer of Lawrence J. Noel,  
Inc.

ATTEST:

Donald O. Noel  
DONALD O. NOEL  
Vice-President and member of the  
Board of Directors of Lawrence J.  
Noel, Inc.



ASCENSION PARISH, LA.  
R 14 E

TRAVERSE SCHEDULE

AB = N 43° 04' 40" E	419.6'
BC = N 77° 59' 40" E	196.6'
CD = S 67° 05' 20" E	2049.2'
DE = S 68° 19' 20" E	1254.5'
EF = N 60° 24' 40" E	234.2'
FG = S 67° 05' 20" E	2248.7'
GH = N 78° 20' 40" E	714.7'
HI = N 67° 23' 40" E	70.0'
	<u>7187.5'</u>

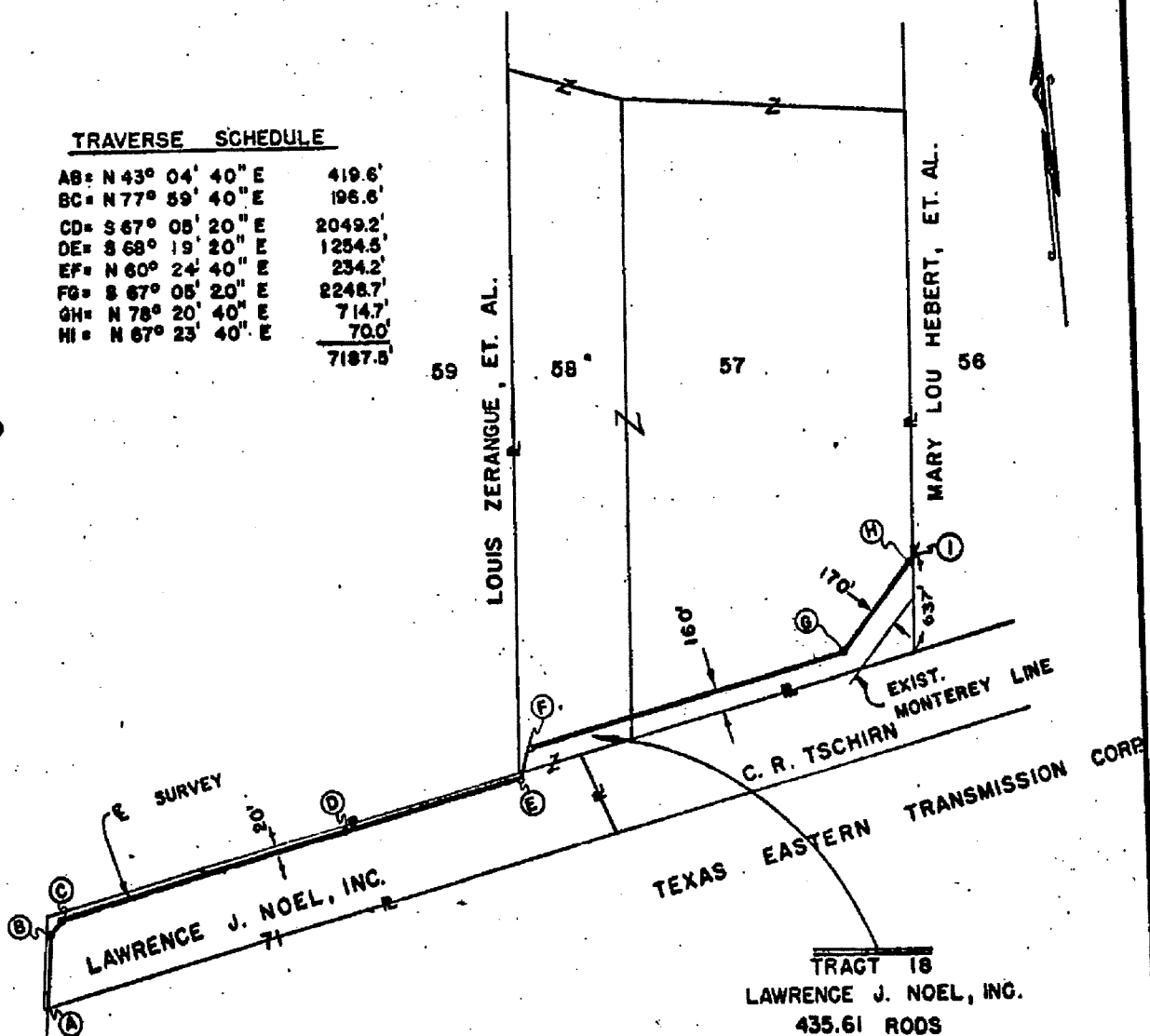
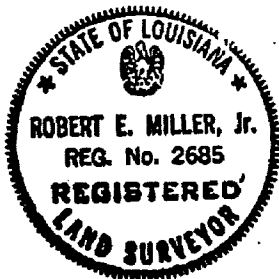


EXHIBIT "A"



TEXAS BRINE CORP.		
HOUSTON, TEXAS		DATE: OCT. 13, 1975
PROPERTY PLAT LAWRENCE J. NOEL, INC.		
SEC. 57, 58 & 71, T 10 S-R 14 E ASCENSION PARISH, LA.		
DRAWN: R. G. B.	CH'CK'D: R. E. M.	
TRACED	SCALE: 1" = 1000'	
NOTES	APPR'V'D	MAP NO.

Recorded from the original on file this the 24th day of December 1975

KERMIT HART BOURQUE  
CLERK AND RECORDER

246/661

661

MAR 5 1973  
120561

RIGHT OF WAY

STATE OF LOUISIANA )  
PARISH OF ASCENSION )

KNOW ALL MEN BY THESE PRESENTS:

THAT, in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, this day paid to

LAWRENCE J. NOEL, INC., a corporation organized under the laws of the State of Louisiana, with its domicile in the Parish of Ascension, Louisiana, herein represented by LAWRENCE J. NOEL, III, its President, duly authorized by resolution of the Board of Directors, a certified copy of said resolution being attached hereto and made part hereof,

hereinafter called "GRANTOR", (whether one or more), and TEXAS EASTERN TRANSMISSION CORPORATION, hereinafter called "GRANTEE", the receipt of which is hereby acknowledged, Grantor does hereby grant and convey unto said Grantee, its successors and assigns, an exclusive right of way over the land hereinafter described, for the purpose of constructing, maintaining and operating thereon pipelines (with fittings, valves and appurtenances, including cathodic protection equipment, bulkheads, air patrol and location markers as hereinafter set out) for the transportation of oil, gas, water, steam or any other material or substance which can be conveyed through a pipeline, or any one or more of said substances, said right of way being through and upon that certain land situated in the Parish of Ascension, State of Louisiana, described as follows:

Sections 57, 58 and 71, Township 10 South,  
Range 14 East, Ascension Parish, Louisiana

along the approximate route as shown in 'red' on the plat annexed hereto and made a part hereof, and only insofar as said route and course may lie upon or across the land which is described above and situated in the Parish of Ascension, State of Louisiana.

The right of way herein granted shall be limited to a width of one hundred fifty feet (150'), lying parallel and adjacent in part to and twenty feet (20') northerly of the centerline of Monterey Pipeline Company's existing 16-inch diameter natural gas pipeline, and adjacent and parallel in part to the southerly boundary of Sections 57 and 58, and adjacent and parallel to the easterly boundary of Section 71, all as more fully shown marked in red and green on said plat attached.

For the same consideration, Grantee herein, its successors and assigns, subject to the conditions as hereinafter set forth, shall have the right to do whatever may be requisite for the enjoyment of the rights herein granted, including the right of clearing said right of way and of ingress and egress to and from said land for the purpose of laying, maintaining, repairing, renewing, changing the size of, restoring, and of removing said pipeline and appurtenances thereto.

Grantor acknowledges having received payment in advance of the execution hereof for any and all claims for damages (except crops, which shall be paid as hereinafter provided) which may be incurred within the right of way herein granted by reason of the construction of a pipeline and appurtenances thereto herein provided for.

TO HAVE AND TO HOLD the said right of way, together with all of the rights herein granted, unto said Grantee, its successors and assigns, as long as the same shall be useful for the purposes of and desired by said Grantee, its successors and assigns. And, by the acceptance hereof, the said Grantee covenants and agrees with Grantor that any pipeline constructed hereunder shall be buried to a depth of not less than three feet (3') below the surface of the soil as measured from the top of the pipe. The pipelines shall be buried so that the top of such pipelines is not less than three feet (3') below the bottom of ditches or canals, except as otherwise agreed to in writing by Grantor.

It is understood and agreed that Grantor, its heirs, successors and assigns shall not grant any other servitude of any kind or

description within the one hundred fifty (150) foot right of way herein granted. Subject to the above and foregoing, the Grantor shall have full use and enjoyment of said one hundred fifty (150) foot strip of land included within said right of way, except as may be necessary for the purposes herein specifically granted, including the right to grant a right of way for other pipelines to cross at forty-five degree (45°) to ninety degree (90°) angles under said pipelines.

Said right of way and servitude is granted by Grantor and accepted by Grantee under and subject to the following covenants, stipulations and conditions:

1. The rights herein granted shall be limited exclusively to said one hundred fifty (150) foot strip of land and the purposes above provided. However, Grantee shall also have the right at its own risk, of ingress and egress to and from said right of way across other lands of Grantor through and over such existing roads or routes only as designated by Grantor.

2. Grantor reserves the right to the full use and enjoyment of said one hundred fifty (150) foot strip of land affected by said right of way, except as the same may be necessary for the purposes herein specifically granted. Grantor specifically, but not by way of limitation, reserves the following:

- (a) The right to construct railroad or spur tracks across said pipelines and right of way strip.
- (b) The right to construct a canal or canals, or deep drainage ditches, a road or roads and a bridge or bridges across said pipelines and right of way strip.
- (c) The right to construct and/or clear and maintain drainage ditches across or over said pipelines.
- (d) The right to conduct agricultural operations of any character over said pipelines, including planting, cultivation, pasturing, drainage, irrigation and harvesting of any and all agricultural crops.

Prior to the exercising of the reserved rights by Grantor designated as (a) and (b) above, Grantor shall give Grantee ten (10) days' written notice and such additional time as is reasonably necessary for

Grantee to accommodate its facilities to Grantor's proposed plans, sent to Superintendent of Pipelines, at Grantee's office at Post Office Box 1612, Shreveport, Louisiana 71130.

In the event Grantee deems it necessary to protect its facilities by reason of Grantor's exercise of the aforementioned rights, Grantor shall not be responsible for any such expense incurred by Grantee as a result thereof.

3. The rights herein granted shall not vest in or be construed to vest in Grantee, any right, title or interest in or to the surface (other than the servitude herein specifically provided) or to any minerals or mineral rights in, on, under or that may be produced from the property above described, nor as requiring the consent of Grantee to any lease, grant, or other contract affecting either the surface, minerals or mineral rights with respect to the above described property.

4. Except as hereinafter provided, no structure or facility of any character shall be constructed on said right of way strip above ground by Grantee or Grantor. Grantee shall, however, have the right to construct fittings, valves, and appurtenances, including cathodic protection equipment, bulkheads, air patrol and location markers; but same will be done so as to minimize any interference with Grantor's farming operations.

5. During, or as a result of any work performed by Grantee hereunder, Grantee shall not interfere with the drainage from or across Grantor's property, and shall not obstruct or impede the use of any road or plantation headland. In order to avoid any such obstruction or impediment Grantee shall provide temporary bridges or other facilities in order that the use of such roads and headlands by Grantor may not be interrupted. No ditch or canal shall be left obstructed. If any ditch or canal is so left obstructed, Grantor may remove such obstruction and Grantee shall be responsible for the cost thereof.

6. Grantee shall pay to Grantor all loss and damages caused to or inflicted on Grantor which are either directly or indirectly caused by the laying, maintaining, operating, repairing or removal of said pipelines on all lands of Grantor not included in the right of way granted herein.

7. If, in the operations of said pipelines, any product or material escapes from said lines, Grantee shall be responsible not only for damages to existing agricultural crops and to other property of Grantor, but shall also be responsible for the loss occasioned by the soil being rendered unfit for crop production.

8. Grantee assumes all risks of and shall indemnify and save Grantor harmless from and against all claims, demands, actions or suits (including costs and expenses incident thereto) for or on account of injuries to (including death of) persons or property of others for which Grantor would be legally responsible excepting Workmen's Compensation, arising wholly or in part from or in connection with the laying, maintaining, operations, changes in, alterations to or removal of Grantee's pipelines. In the event of any suit or action brought against Grantor for or on account of any such damage, injury or death, Grantor shall notify Grantee and Grantee shall appear and defend said suit or action at its cost and expense, and will pay and satisfy any judgment that may be rendered therein against Grantor, when such suit or action has been finally determined.

9. Grantee shall properly bulkhead each side of canals across which said pipeline may be constructed.

10. In the construction, maintenance or removal of said pipelines, Grantee shall refill all trenches or other excavations dug in connection with such work and return all spoils thereto without delay. Grantee shall firmly pack and level, to the level of the adjoining land, the dirt in such excavations over the pipeline, and at a later date, if required to do so by Grantor as a result of settlement below the normal surface level, shall place additional dirt therein and again pack and level the dirt placed in such excavation.

11. Grantee shall repair all roads, headlands, bridges and canals located on the above described property which may become worn, damaged or destroyed by Grantee in the laying, construction, maintenance, use, repair or removal of said pipelines, in order that such roads, headlands, bridges and canals shall be restored to at least as good condition as existed prior to such work. Grantor shall at all times have full use of right of way granted for inspection of construction details. During construction, if any conditions occur that cause construction to stop, the construction is to begin again as soon as such conditions permit, the intent being not to leave the construction, once started, unfinished for an appreciable length of time.

12. The obligations and restrictions imposed on Grantee hereunder are in addition to any and all obligations and restrictions imposed by Federal, State and Local laws.

13. This grant is made without warranty either implied or expressed and without any recourse whatsoever, not even for the return of the consideration paid to Grantor hereunder.

14. The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any of the terms or conditions or as a waiver of any other terms and conditions, all of which shall be and remain in full force and effect notwithstanding any such waiver.

15. Grantee shall have the right to assign or sub-lease in whole or in part the rights herein granted.

It is further understood and agreed that Grantee may construct, maintain and operate under the terms and provisions hereof additional pipelines upon tender of payment to Grantor, its heirs or assigns, an amount equal to twenty-five dollars (\$25.00) per rod for each such rod traversed for each additional pipeline.

It is further understood and agreed that after each pipeline is constructed hereunder Grantee shall pay crop damages to party or parties legally entitled to such payment. Such crop damages shall be in an amount equal to \$37.00 per lineal rod for each rod of additional

pipeline constructed hereunder for a minimum width of fifty feet (50'). Should any additional width in excess of said fifty feet (50') be used for any such pipeline, Grantee shall pay for such additional width used an additional sum which is in proportion to said \$37.00 for said fifty (50) foot width. Or at election of the party entitled to payment the basis of payment shall be adjusted to the established value of the crop on the affected areas during the preceding three (3) years.

This instrument may be executed in one document signed by all parties, or in separate documents which shall be counterparts hereof. If executed in counterparts, all such counterparts, when executed by one or more of the parties, shall constitute but one and the same instrument. The failure of any one or more of the parties hereto to sign this instrument or any counterpart thereof, shall not in any manner affect the validity and binding effect of same as to the parties who executed the same.

IN TESTIMONY WHEREOF, this instrument is signed, executed and delivered in the presence of the undersigned competent witnesses on this the 27th day of February, 1973.

WITNESSES:

James E. Borcham  
Joseph R. Fritzel

LAWRENCE J. NOEL, INC.

BY: Lawrence J. Noel, III

LAWRENCE J. NOEL, III  
President

Mrs. Janette P. Baswell

Susan A. Berry

TEXAS EASTERN TRANSMISSION  
CORPORATION

BY: George H. Ewing

Vice-President

APPROVED  
AS TO FORM  
H. S. 100-100  
RUB



STATE OF LOUISIANA  
PARISH OF ASCENSION

On this 7th day of February, 1973,  
before me, the undersigned Notary Public, duly commissioned  
and qualified in and for said Parish and State, personally  
came and appeared LAWRENCE J. NOEL, III who  
declared and acknowledged that he is the duly authorized  
officer of LAWRENCE J. NOEL, INC. and that he signed  
and executed the foregoing instrument, as the free and  
voluntary act and deed of said corporation, for and on behalf  
of said corporation and for the objects and purposes therein  
set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and  
seal and the said appearer and the said witnesses have  
hereunto affixed their signatures this the 7th day of  
February, 1973.

WITNESSES:

James E. Pichette

Joseph R. Fontenot

LAWRENCE J. NOEL, INC.

BY:

Lawrence J. Noel, III  
President

Thomas J. Butler  
NOTARY PUBLIC

STATE OF ~~LOUISIANA~~ <sup>TEXAS</sup> )  
 )  
 PARISH OF ~~CADDO~~ )  
 )  
 COUNTY ~~HARRIS~~ <sup>HARRIS</sup>

On this 26<sup>th</sup> day of February, 1973, before me, the undersigned Notary Public, duly commissioned and qualified in and for said Parish and State, personally came and appeared George H. Ewing who declared and acknowledged that he is the duly authorized officer of TEXAS EASTERN TRANSMISSION CORPORATION and that he signed and executed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal and the said appearer and the said witnesses have hereunto affixed their signatures this the 26<sup>th</sup> day of February, 1973.

WITNESSES:

Mrs. Janette P. Beaswell

Susan A. Berry

TEXAS EASTERN TRANSMISSION CORPORATION

By: George H. Ewing  
 Vice President

APPROVED  
 AS TO FORM  
 BY KAS

Mary K. Weaver  
 NOTARY PUBLIC

MARY K. WEAVER  
 Notary Public in and for Harris County, Texas  
 My Commission Expires June 1, 1973

EXCERPT FROM THE MINUTES OF A SPECIAL  
MEETING OF THE BOARD OF DIRECTORS OF  
LAWRENCE J. NOEL, INC., HELD IN  
ASCENSION PARISH, LOUISIANA, ON THE  
7th DAY OF February, 1973

RESOLVED that LAWRENCE J. NOEL, III, President of  
this corporation, be and he is hereby authorized and empowered  
to act for and on behalf of this corporation to sign all  
necessary documents regarding the servitude or right of way  
agreement in favor of Texas Eastern Transmission Corporation,  
under the terms and conditions as set forth in said servitude  
or right of way agreement.

LAWRENCE J. NOEL, INC.

BY: Lawrence J. Noel  
LAWRENCE J. NOEL, III  
President

ATTEST:

Richard "Allie" Noel  
RICHARD "ALLIE" NOEL  
Secretary-Treasurer of Lawrence  
J. Noel, Inc.

Donald O. Noel  
DONALD O. NOEL  
Vice President and member of the  
Board of Directors of Lawrence J.  
Noel, Inc.

#### CERTIFICATE

I, RICHARD "ALLIE" NOEL, Secretary-Treasurer of  
Lawrence J. Noel, Inc., do hereby certify that the above and  
foregoing is a true and correct copy of a resolution adopted  
at a meeting held by the Board of Directors on February 7,  
1973, at 2:00 o'clock P.M., at the office of said  
corporation, whereat a quorum of directors was present and  
said resolution or any part thereof has not been rescinded,  
amended or revoked.

Executed as Secretary-Treasurer of this corporation,  
this 7th day of February, 1973.

ATTEST:

Donald O. Noel  
DONALD O. NOEL  
Vice President and member of the  
Board of Directors of Lawrence J.  
Noel, Inc.

Richard "Allie" Noel  
RICHARD "ALLIE" NOEL, Secretary-  
Treasurer of Lawrence J. Noel,  
Inc.

Recorded from the original of file this the 5th	day of March 1973
---	-------------------

day of March 1973

KERMIT HART BOURQUE  
CLERK AND RECORDER

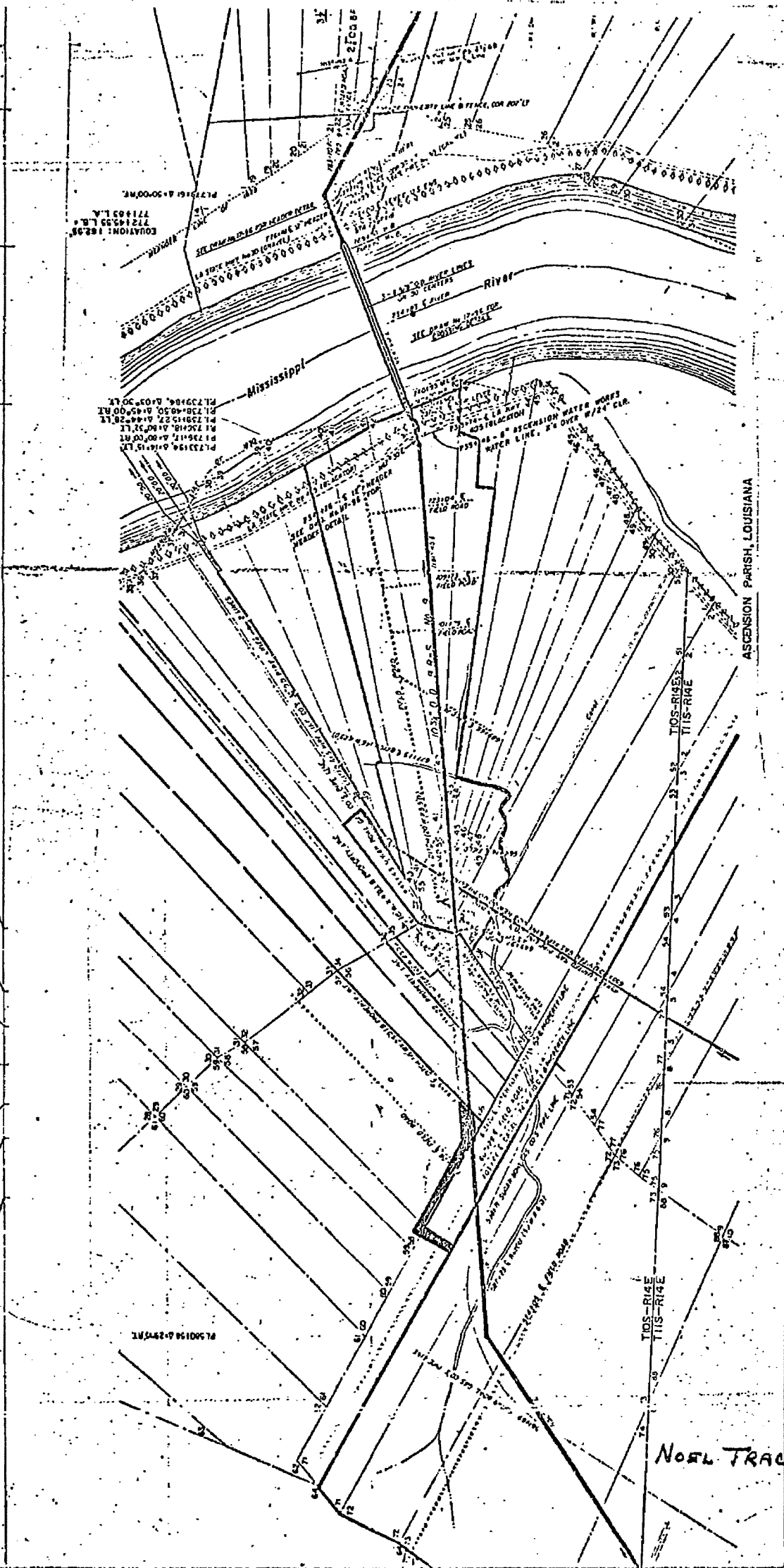
10-10 ABERNETHY

151

1. AGENCY: FBI

STATE OF LOUISIANA  
MISSISSIPPI RIVER  
PERMIT FROM WAR DEPARTMENT  
CORPS OF ENGINEERS

11/23/2011



## RIGHT OF WAY GRANT

JUN 27 1957

51915

369

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, LAWRENCE J. NOEL, JR., husband of Grace Richard

(hereinafter styled "Grantor"),

for and in consideration of the sum of two hundred dollars Dollars, (\$ 200.00)

in hand paid by OLIN GAS TRANSMISSION CORPORATION, the receipt whereof is hereby acknowledged, does hereby grant, sell and convey unto OLIN GAS TRANSMISSION CORPORATION, a corporation organized under the laws of the State of Delaware, domiciled at Wilmington, said State, and duly qualified to do business in the State of Louisiana, (hereinafter styled "Grantee"), its successors and assigns, so long as the said premises herein conveyed shall be used for the purposes as herein mentioned and set forth, the right, from time to time, to lay, construct, reconstruct, replace, renew, maintain, repair, operate, change the size of, and remove pipes and pipe lines for the transportation of gas, petroleum, or any of its products, water and other substances, or any thereof, and to erect, maintain, operate and remove telephone and telegraph lines, or

either of them, or such other equipment necessary for the operation thereof, over, through, upon, under and across his

land, situated in the Parish of Ascension, State of Louisiana, said tract of land being described as follows, to-wit:

A certain tract of land known as Elise Plantation, measuring  
15 1/2 arpents, more or less, front on the right bank of the  
Mississippi River, by a depth of 57 arpents on the upper  
line and a depth of 55 arpents on the lower line, which  
lines run almost parallel, all situated in Secs. 31, 32, 33,  
57, and 58 T.10S. R.14E. containing 737.80 acres.

*Notwithstanding anything to the contrary, this Right of Way is for one pipe line only.*

Together with the right of ingress and egress to and from the said right of way and to and from the said line or lines, or other equipment, or any of them, for the purposes aforesaid. The Grantor is to have the right to fully use and enjoy the above described premises, except as to the rights hereinbefore granted. The Grantee hereby agrees to pay reasonable damages which may arise to crops, timber, fences or buildings of said Grantor from the exercise of the rights herein granted; said damages, if not mutually agreed upon, to be ascertained, determined and fully settled upon by three (3) disinterested persons, one (1) thereof to be appointed by the Grantor, one (1) by the Grantee, and the third (3rd) by the two (2) so appointed, and the award of the amount of damages, so fixed by such three persons, or two of them, shall be final and conclusive.

All pipe lines under this grant shall be laid upon a route, selected by the Grantee, its successors and assigns, and if the land is being cultivated, shall be buried to such depth as not to interfere with the ordinary cultivation of said land, and any line laid after the first line shall be laid parallel with and adjacent to said first line.

TO HAVE AND TO HOLD said Easement, rights and rights of way unto the said OLIN GAS TRANSMISSION CORPORATION, its successors and assigns.

It is agreed and understood that OLIN GAS TRANSMISSION CORPORATION, shall have the right to transfer, convey and assign to any person, firm or corporation, now organized or hereafter to be organized, all rights herein acquired by it, and it is further agreed that all of the covenants, conditions, rights and obligations of this agreement shall extend to and be binding upon the heirs, legal representatives, successors and assigns, respectively, of the parties hereto, and shall be in the nature of covenants running with the said land.

IN WITNESS WHEREOF, the parties hereunto set their hands in duplicate on this the 17th day of

June, 1957, in the presence of the two undersigned competent witnesses who sign as such.

Lawrence J. Noel, Jr.  
 LAWRENCE J. NOEL, JR.

Witnesses:

W. H. Hance

J. M. Drue

OLIN GAS TRANSMISSION CORPORATION

STATE OF LOUISIANA

PARISH OF Ascension

BEFORE ME, the undersigned authority, personally came and appeared J. M. Drew  
who declared that he signed the foregoing instrument as a witness; that he saw the Grantors,

as well as the Grantee, OLIN GAS TRANSMISSION CORPORATION, sign the said instrument, declaring at the time of signing that they did so for the uses and purposes therein set forth; that he saw the other witness sign his name to said instrument and that he now recognizes all of said signatures as true and genuine.

THIS DONE AND SIGNED before me at my office in the above named Parish and State, on this the 17 day of June, 1957.

J. M. Drew  
Notary Public.

PORTION OF TIOS-R14E  
ASCENSION PARISH, LOUISIANA



OLIN GAS TRANSMISSION CORPORATION  
MONROE, LOUISIANA

PROPOSED NATURAL GAS PIPE LINE  
B R - S N<sup>o</sup> 9  
ACROSS PROPERTY OF  
LAWRENCE J. NOEL JR. (35 RODS)  
ASCENSION PARISH, LOUISIANA

DRAWN A C V.	CHECKED	SCALE 1" = 1000'	DATE 6-11-57
DATE PRINT ISSUED 6-12-57		No. 17-172-E	

113/411

411

STATE OF LOUISIANA, PARISH OF Orleans

Before me, the undersigned authority, personally came and appeared Robert T. Oregon who being first duly sworn, did depose and say that he signed the within foregoing instrument as a witness, in the presence of the Grantor, and another subscribing witness, all of whom signed in his presence, each signing in the presence of all the others, and that all of the said signatures thereto are genuine and correct.

Sworn to and subscribed before me on this 18th day of April, 1906  
Charles P. Kelly  
Notary Public

Recorded from the original on file on this the 19th day of April, 1906.  
Raymond G. Clark  
CLERK OF THE PARISH

McCall White Castle--Rearrangements for State Proj. 231-01-0347176  
In consideration of One Dollar (\$1.00) cash, receipt of which is acknowledged, and the benefits which will accrue to the property by the availability of electric service, I (we) hereby grant unto Louisiana Power & Light Company, its successors and assigns, the right to construct, operate and maintain electric transmission lines, including poles, wires and other appurtenances, and to attach the wires of any other person or company to such poles, and to trim and cut trees and other growth so as to keep the wires cleared and to cut any trees that in falling would reach the wires, upon, over and across the property which I (we) own, or in which I (we) have an interest in the Parish of Ascension State of Louisiana.

Two certain tracts of land situated in the Parish of Ascension on the right descending bank of the Mississippi River lying upstream from the village of Modeste the 1st tract being bounded above by lands of John Hayward, below by lands of Charles Hebert and in front by La. State Hwy. 30, the 2nd tract being bounded above by lands of Alvin Zeringue below by lands of John Hayward and in front by La. State Hwy. 30.  
Wt 3425  
Sq 1608  
WA 344

In witness whereof, I (we) hereto set my (our) hand, at Modeste Louisiana, this 23 day of February, 1906 in presence of two competent witnesses, who sign with me.  
Witnesses:  
Robert T. Oregon  
James P. Blanton  
LOUISIANA POWER & LIGHT COMPANY

STATE OF LOUISIANA, PARISH OF Orleans

Before me, the undersigned authority, personally came and appeared Robert T. Oregon who being first duly sworn, did depose and say that he signed the within foregoing instrument as a witness, in the presence of the Grantor, and another subscribing witness, all of whom signed in his presence, each signing in the presence of all the others, and that all of the said signatures thereto are genuine and correct.

Sworn to and subscribed before me on this 18th day of April, 1906  
Charles P. Kelly  
Notary Public

Recorded from the original on file on this the 19th day of April, 1906.  
Raymond G. Clark  
CLERK OF THE PARISH

111/223

## BORROW PIT AGREEMENT

STATE OF LOUISIANA :

46111

PARISH OF ASCENSION :

DEC 31 1935

BE IT KNOWN, THAT I, LAWRENCE J. NOEL,

of the age of majority and a resident of the Parish of Ascension, State of Louisiana, being hereinafter referred to as "Grantor."

in consideration of the public convenience, necessity, and safety, and of the benefit, uses, and advantages accruing to me by reason of the location of the MCCALL - WHITE CASTLE HIGHWAY, STATE PROJECT NO. 231-01-03, LA. 105.

ASCENSION PARISH, and other valuable considerations do hereby grant, transfer, assign, set over, and deliver unto the State of Louisiana and the Department of Highways of the State of Louisiana, hereinafter referred to as the "Department", represented herein by Paul E. Lirette, Right of Way Engineer of the said Department of Highways, authorized herein by resolution of the Board of Highways of the Department of Highways, dated October 14, 1953, accepting and acknowledging delivery and possession thereof, as many cubic yards of borrow or earth material from the following described property as the said Department will require in the construction of the said McCall - White Castle Highway:

A certain rectangular shaped parcel of ground containing 1.61 acres situated in Section 31, Township 10 South, Range 14 East, Ascension Parish, Louisiana, lying on the batture of the right descending bank of the Mississippi River approximately 8 miles below the Town of White Castle, the northeasterly and southwesterly side lines of said parcel each measure 400 feet in length and the southeasterly and northwesterly side lines each measure 175 feet in length, the center of the southwesterly side line being located as follows: Begin on the surveyed centerline of the McCall - White Castle Highway, at Highway Survey Station 325+00 and run thence North 37° 28' East, a distance of 125.5 feet to a point which is the centerline of the Mississippi River levee, thence North 54° 15' East a distance of 475 feet to the center of said southwesterly side line.

Being a portion of the same property acquired by Grantor by Act dated September 6, 1944 and recorded on September 7, 1944 in Book 82 at Page 67 and Act Dated August 30, 1948 and recorded on September 1, 1948 in Book 88 at Page 392 of the Conveyance Records of Ascension Parish, Louisiana.



It is distinctly understood that the earth or borrow material situated upon the above described property is being acquired by the Department for the purpose of constructing the McCall - White Castle Highway, State Project No. 231-01-03, and the said Department is hereby authorized to excavate and remove from the above described area all earth or fill material which may be available, there being no restrictions as to the depth to which the above described area may be excavated or as to the amount of the fill material or earth removed therefrom.

The said Department, its Agents and Contractors are hereby given the expressed authority and permission to transport and/or haul over and across Grantor remaining property at and along locations agreed upon between the Grantor and the said Department of Highways' Project Engineer, equipment required in the excavation of the said pit area and the earth or fill material removed from said borrow pit area, and in the event it becomes necessary in the hauling of said material to construct temporary roads across Grantor property, at or along the said locations, authority is also hereby granted for their construction, it being specifically understood, however, that upon completion of the said project, the property over which said roads are constructed shall be left in a level condition free of all construction scars.

The said Department, its Agents and Contractors are hereby released from all claims for damage because of the location of the borrow pit and the excavation and removal of earth or fill material from the above described borrow pit area or from any damage resulting from the hauling of said earth or fill material over Grantor remaining property save and except, however, such avoidable damage as may result from negligence of the said Department's Agents, Employees, and/or Contractors.

It is further understood and agreed that the right of the said Department, its Agents and Contractors to excavate, remove, and haul borrow or earth material, as herein set forth, shall terminate as of the date upon which the above described project is completed and finally accepted by the said Department, and that the fee simple title to the area upon which the pit is to be located is to remain vested in Grantor .

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this deed as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, as of the 20<sup>th</sup> day of December, 1955.

WITNESSES:

Murray E. Brashears  
B. C. Almes

Lawrence J. Noel  
LAWRENCE J. NOEL

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

STATE OF LOUISIANA AND THE DEPARTMENT  
OF HIGHWAYS OF THE STATE OF LOUISIANA

James S. Bobbitt  
James S. Bobbitt

BY: James S. Bobbitt  
RIGHT OF WAY ENGINEER

AFFIDAVIT

STATE OF LOUISIANA :  
PARISH OF EAST BATON ROUGE:

BEFORE ME, the undersigned authority this day personally appeared  
MURRAY E. BRASHEARS, 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 sub-  
scribed his name to the foregoing instrument as a witness, and that he knows

LAWRENCE J. NOEL

\_\_\_\_\_, who executed the same and saw him  
sign the same as his voluntary act and deed, and that he, the said  
MURRAY E. BRASHEARS, subscribed his name to the same at  
the same time as an attesting witness.

Murray E. Brashears  
AFFIANT - MURRAY E. BRASHEARS

SWORN TO and subscribed before me, this 28<sup>th</sup> day of December,  
1955.

Robert C. Bethea  
Robert C. Bethea  
Ex-Officio Notary Public for  
Department of Highways  
State of Louisiana

Recorded from the original on file on this the 31st day of December, 1955.

Andrew J. Falcon  
ANDREW J. FALCON  
CLERK AND RECORDER

*Andrey J. Falcon*  
ANDREY J. FALCON  
CLERK & RECORDER

110/154

State Project No. 231-01-03  
Ascension Parish

RIGHT OF WAY OF WAY  
FOR PUBLIC HIGHWAYS

SEP 29 1955

WHEREAS, the Department of Highways of the State of Louisiana proposes and offers to construct, improve, and maintain a modern highway on State Route No. 30 in the Parish of Ascension, State of Louisiana, to be known as the McCall-White Castle Highway, State Project No. 231-01-03, begins at the intersection of State Route Nos. 168 and 30 and extends along said State Route No. 30 in a generally easterly direction to the Mississippi River Levee; thence northwesterly along said Mississippi River Levee to the Ascension-Iberville Parish Line a distance of 2.72 miles, and

WHEREAS, the above described highway cannot properly be constructed, improved and maintained without certain additional right of ways over and on the lands adjacent to and adjoining the said highway and the excavation of lateral drains and/or channel changes required for the proper and adequate drainage of the said highway, and

WHEREAS, the construction, improvement, and maintenance of the said highway is of immediate and material interest to the owners of lands adjacent to and adjoining the said highway;

NOW, THEREFORE, we, the undersigned legal owners of the aforesaid lands adjacent to and adjoining the said highway, for and in consideration of the general and special benefits accruing to us by and through the construction, improvement and maintenance of the above described highway, do hereby grant, transfer, assign, set over, and deliver unto the State of Louisiana and the Department of Highways of the State of Louisiana, a right of way or servitude for the construction, improvement and maintenance of the aforesaid highway for the full distance along, over and across our respective lands, subject to the following conditions:

- (1) The right of-way or servitude hereby granted shall be limited to the width and location with respect to the adopted centerline as designated on the construction plans for the aforesaid highway project, which plans are on file in the office of the Department of Highways in the city of Baton Rouge, Louisiana, which said plans are made a part hereof by reference.
- (2) The Department of Highways of the State of Louisiana, its Engineers

agents, and/or Contractors are hereby authorized to enter upon our properties beyond the limits of the aforesaid right of way and to locate, construct and maintain thereon lateral drains and/or channel changes required for the proper and adequate drainage of the said highway of the sides and at locations designated in the aforesaid construction plans for said State Highway Project No. 231-11-03; the earth material developed in the excavation of the said lateral drains and/or channel changes shall be used in the construction of the embankment of the said highway or otherwise disposed of as directed by the District Engineer of the said Department.

(3) The Department of Highways of the State of Louisiana, its Engineers, Agents, and/or Contractors shall, at the expense of the said Department, locate and relocate and/or reconstruct along the new right of way boundary lines, all fences presently within the right of way hereby conveyed and shall relocate and/or reconstruct all approaches within the said right of way, all as prescribed and/or designated in the aforesaid construction plans for State Highway Project No. 231-11-03.

(4) The Department of Highways of the State of Louisiana, its Engineers, Agents and/or Contractors shall, at the expense of the said Department, remove from the right of way hereby conveyed, all buildings and/or improvements, together with their appurtenances, and relocate said buildings and/or improvements, together with their appurtenances, on the adjoining lands of the owner or owners of the said buildings and/or improvements, all as prescribed and/or designated in the aforesaid construction plans for State Highway Project No. 231-11-03.

(5) It is further expressly understood and agreed between the parties hereto that the right of way herein granted is solely for the purposes set out in the preceding paragraph and is a conveyance of a servitude across the lands hereinabove described and not a conveyance of the fee title thereto, and the Grantors by these presents especially do not transfer any right to oil, gas and other minerals lying beneath the area herein subjected to said

servitude for right of way purposes, it being specifically understood, however, that while no exploration, drilling or mining of gas, oil or other minerals of any kind shall be conducted upon the area covered by said servitude of right of way, there may be directional drilling from adjacent lands to extract the oil, gas or other minerals from under the area subject to said servitude.

IN WITNESS WHEREOF, the parties hereto have signed and executed this instrument as their free and voluntary act in the presence of the undersigned witnesses as of this 10th day of May, 1955.

WITNESSES:

Murray Barkman  
John Hanson Smith

R. J. Mac

Murray Barkman

Peter J. Kehring

R. J. Mac

Mary Ann Kehring

Murray Barkman

Ernest H. Babin

R. J. Mac

Alvin V. Babin

Murray Barkman

Lelia Joseph

R. J. Mac

James E. Kehring

Murray Barkman

Healey Joseph

R. J. Mac

Jack W. Joseph

ence and in the presence of the other subscribing witness on the date thereof.

SGD: R. EARL CRAIG,

SWORN TO AND SUBSCRIBED BEFORE ME THIS 8th day of March, A. D. 1951.

Sgd: George R. Blum, GEORGE R. BLUM, Notary Public in and for Ascension Parish, Louisiana.

Recorded from the original on file this the 13th day of March, 1951.

*Henry A. Dugan*  
CLERK & RECORDER

FILE NO. 33955 LAWRENCE J. NOEL, JR. TO UNITED GAS PIPE LINE COMPANY  
THE STATE OF LOUISIANA,  
PARISH COUNTY OF ASCENSION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of One Hundred thirty seven and 20/100 (\$137.20) 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 UNITED GAS PIPE LINE COMPANY (herein styled Grantee), its successors and assigns, a right of way and easement to construct, maintain, operate, repair, replace, change the size of and remove pipe lines and appurtenances thereto, and to construct, maintain, operate, repair, replace and remove, in connection with the conduct of its business, telegraph, telephone and power lines and appurtenances thereto, including the necessary poles, guy wires and anchors, over and through the following described lands situated in Ascension Parish County, State of Louisiana, to-wit:

A certain tract of land known as Elise (formerly known as the Home Plantation), situated, lying and being in the Parish of Ascension on the right descending bank of the Mississippi River about 8 miles above the Town of Donaldsonville measuring 15 1/2 arpents, more or less, front, on said River by 57 arpents in depth on upper line and 55 arpents in depth on the lower line; the side lines running nearly parallel, being bounded in the rear by land formerly owned by Trasimond Landry; being bounded above by land formerly owned by Wade H. Gilbert, Now G. B. Reuss and below by lands formerly owned by Edward Duffel, together with all servitudes, privileges and appurtenances thereto and belonging; said Plantation being situated in Sections 31, 32, 33, 57 and 58 in Township 10 South, Range 14, East, and containing 737.80 acres.

From the above is excepted a small strip measuring 165 feet wide by 800 feet deep on which is situated the Elise Memorial School.

more fully described in deed from 1)--Federal Land Bank of New Orleans, 2)--Leontine Dupont Noel, 3)--(a) Noella Noel Bush, (b) Elvie Noel Marionneaux, (c) Lillia Noel Landaiche, (d) Wilma Noel Blair, (e) Roberta Noel Warrick, (f) Adelle Noel Landry, to Lawrence J. Noel, Jr. recorded in Volume 76 page 517, volume 88 page 392, volume 82, page 67., deed records of said County, to which reference is here made for further description.

And such additional easements thereon as Grantee may require to construct, maintain and operate manifolds, headers, multiple lines and appurtenances across navigable or other streams.

It is further understood and agreed that Grantee shall not be required to do anything under the terms of this easement where to do so would be in violation of any rules or regulations of the War Department of the United States or any other duly constituted body from whom Grantee might be required to obtain permit in connection with crossing navigable streams.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any of them, shall be used by, or useful to, Grantee for the purposes herein granted, with ingress to and egress from the premises, for the purposes of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee herein described, and the removal of same at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct nor permit to be constructed any house, structures or obstructions, on or over, or that will interfere with the maintenance or operation of, any pipe line or appurtenances constructed hereunder, and will not change the grade over such pipe line. Grantee 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 growing crops, fences or timber from the construction, maintenance and operation of said pipe, telegraph, telephone and power 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.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 1st day of March, A. D. 1951.

Sgd: Lawrence J. Noel, Jr. LAWRENCE J. NOEL, JR.

SIGNED AND DELIVERED IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

R. EARL CRAIG, GRACE P. NOEL.

THE STATE OF LOUISIANA,  
PARISH OF ASCENSION.

BEFORE ME, the undersigned authority, on this day appeared R. Earl Craig, who being duly sworn, deposed and said:

That he was one of the subscribing witnesses to the above and foregoing instrument; that said instrument was executed by the grantor therein, Lawrence J. Noel, Jr. in his presence and in the presence of the other subscribing witness on the date thereof.

ORIGINAL SIGNED: R. EARL CRAIG,

Sworn to and subscribed before me this 1st day of March, A. D. 1951.

Sgd: Sidney A. Marchand, Jr. Notary Public in and for Ascension Parish, Louisiana.

SIDNEY A. MARCHAND, JR. L.S.

RECORDED from the original on file this the 13th day of March, 1951.

*Henry A. Dugan*  
CLERK & RECORDER

715379



# Smith, Fontenot & Phillips, LLC

Civil Engineering and Land Surveying

1272 Dorchester Drive  
Alexandria, LA 71303  
Office: 318.427.7808  
Fax: 318.427.7810

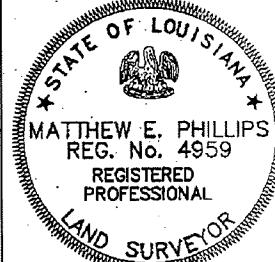


DESCRIPTION: 50.000 ACRES LABELED AS TRACT "A" AND THE REMAINING 40.860 ACRES LABELED AS TRACT "B" BOTH TRACTS BEING THE CONTAINED IN THE L.J. NOEL INC. PROPERTY LYING BETWEEN LA HWY 405 AND THE MISSISSIPPI RIVER LOCATED IN SECTIONS 31, 32, AND 33 T10S-R14E, SOUTHEASTERN DISTRICT WEST OF THE MISSISSIPPI, ASCENSION PARISH, LOUISIANA

FOR: L. J. NOEL INC. REQUESTED BY: SKIP NOEL  
DATE: JANUARY 16, 2008 SCALE 1" = 300'

THIS IS TO CERTIFY THAT THIS PLAT IS MADE IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 33:5051 ET. SEQ. AND CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND. THIS MAP IS MADE IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR BOUNDARY SURVEYS FOR CLASS 9 SURVEY AND IT WAS THE INTENT TO SUBDIVIDE THIS SURVEYED TRACT INTO THE PLATTED SUBDIVISION. THIS CERTIFICATION IS SPECIFICALLY RESTRICTED TO THE CLIENT FOR HIS REQUIRED SUBDIVISION OF PROPERTY ONLY, AND DOES NOT EXTEND TO THIRD PARTIES UNLESS THE PLAT IS PROPERLY REVISED BY THE CERTIFIER TO REFLECT THE SAME.

MATTHEW E. PHILLIPS  
P.L.S. LA. REG. # 4959



JOB # S09-002

## REFERENCES:

PLAT BY LOUIS OURSO (NOVEMBER 29, 1996)  
PLAT BY J. C. WAITES (FEBRUARY 1943)  
G.L.O. PLAT OF T10SR14E SEPT 1873

## NOTES:

- 1.) SUBJECT TO ALL RECORDED RIGHTS OF WAY AND EASEMENTS.
- 2.) NO SEARCH WAS MADE FOR UNDERGROUND LINES.
- 3.) PARENTHEetical MEASUREMENTS TAKEN FROM REFERENCE PLATS.

## State Of Louisiana, Parish of Ascension

I, do hereby certify that the above and foregoing was received,  
Filed and recorded in MOB Folio No. and COB Folio No.  
this 5 day of February, 2009

Kenneth H. Boudreau  
Clerk and Recorder

INSTRUMENT # 00715379  
FILED AND RECORDED  
ASCENSION CLERK OF COURT  
2009 FEB 05 12:31:27 PM  
COB. MOB OTHER

DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

DEPUTY CLERK  
SLIPPR800

NOW OR FORMERLY  
FAYE MORRIS

NOW OR FORMERLY  
ALBIN ZERINGUE

NOW OR FORMERLY  
JOHNNY ZERINGUE

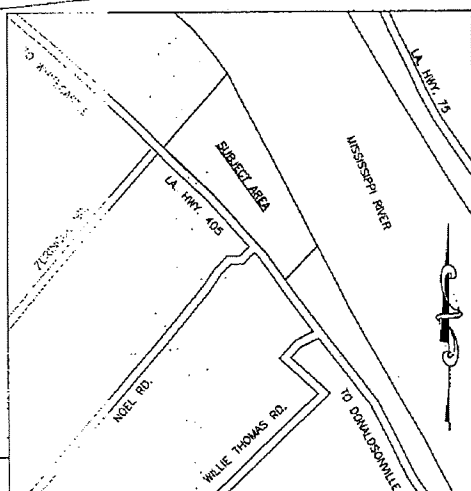
STARTING POINT:  
FD. 2" IRON PIPE AT INTERSECTION OF LINE  
COMMON TO SECTIONS 30 AND 31 AND THE  
SOUTHERN RIGHT OF WAY OF LA HWY 405 AS  
SHOWN ON PLAT BY OURSO 11.29.96

ZERINGUE RD.

NOW OR FORMERLY  
FAYE MORRIS

N 40°44'31" E  
1260.97'

SECTION 30  
SECTION 31



VICINITY MAP  
1" = 2000'

CENTERLINE  
OF LEVEE  
TOE OF  
LEVEE

NOTE:  
THIS TRACT IS TO ONLY BE USED FOR  
THE PURPOSE OF PROVIDING BORROW  
PITS FOR DREDGE CONTAINMENT FROM  
THE MISSISSIPPI RIVER AS PER U.S.  
ARMY CORP OF ENGINEERS  
SUBJECT: MWN 2007-1199 CX  
AND NO BUILDING PERMIT SHALL BE  
ISSUED FOR THIS TRACT

TRACT "A"  
50.000 ACRES

SECTION 31  
SECTION 32

L=684.14'  
R=7648.06'  
Δ=05°07'31"  
C LEN=683.91'  
BRG=S 43°07'03" E

EXISTING  
BORROW  
PIT

VEGETATION  
BUFFER  
300.00'

ZONING:  
CONSERVATION  
FLOOD CERTIFICATION:  
ACCORDING TO F.I.R.M., COMMUNITY  
PANEL NO. 22005C0 100 C, DATED  
AUGUST 16, 2007, THIS PROPERTY  
FALLS IN FLOOD ZONE "AE".  
WATER SUPPLY NOTE:  
"SOURCE OF WATER SUPPLY SHALL  
BE APPROVED BY THE ASCENSION  
PARISH HEALTH UNIT."  
SEWAGE EFFLUENT NOTE:  
"ANY NEW DRAINAGE DITCH  
REQUIRED BY THE SUBDIVISION OF  
THIS PROPERTY FOR THE PURPOSE  
OF TRANSPORTING RUNOFF OR  
SEWAGE EFFLUENT TO AN EXISTING  
PARISH MAINTAINED DITCH SHALL BE  
CONSTRUCTED BY THE PROPERTY  
OWNERS."

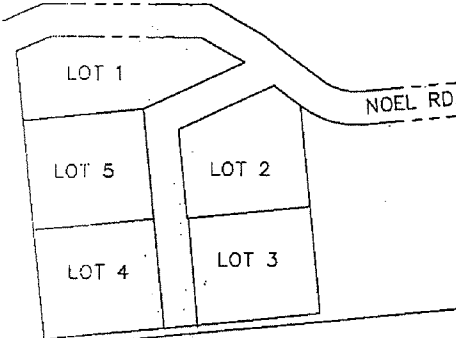
SANITARY SEWER:  
NO PERSON SHALL PROVIDE OR  
INSTALL A METHOD OF SEWAGE  
DISPOSAL OTHER THAN CONNECTION  
TO AN APPROVED SANITARY SEWER  
SYSTEM, UNTIL THE METHOD OF  
SEWAGE TREATMENT AND DISPOSAL  
HAS BEEN APPROVED BY THE  
HEALTH UNIT OF ASCENSION PARISH.

PUBLIC DEDICATION:  
ALL AREAS SHOWN AS SERVITUDES  
ARE GRANTED TO THE PUBLIC FOR  
USE OF UTILITIES, DRAINAGE,  
SEWAGE REMOVAL OR OTHER  
PROPER PURPOSES FOR THE  
GENERAL USE OF THE PUBLIC.  
NO TREES, SHRUBS, OR OTHER  
PLANTS MAY BE PLANTED, NOR  
SHALL ANY BUILDING, FENCE,  
STRUCTURE, OR IMPROVEMENTS BE  
CONSTRUCTED OR INSTALLED  
WITHIN OR OVER ANY SERVITUDE  
OR SO AS TO PREVENT OR  
UNREASONABLY INTERFERE WITH  
ANY PURPOSE FOR WHICH THE  
SERVITUDE IS GRANTED.

PRIVATE DEDICATION:  
"THE PRIVATE ACCESS SERVITUDE  
SHOWN HEREON IS HEREBY  
DEDICATED AS A MEANS OF  
ACCESS TO TRACT "A". NO  
TREES, SHRUBS OR OTHER PLANTS  
MAY BE PLANTED, NOR SHALL ANY  
BUILDING, FENCE, STRUCTURE, OR  
IMPROVEMENTS BE CONSTRUCTED  
OR INSTALLED WITHIN OR OVER  
ANY PRIVATE DRIVEWAY SERVITUDE  
SO AS TO PREVENT OR  
UNREASONABLY INTERFERE WITH  
THE PURPOSE FOR WHICH THE  
SERVITUDE IS GRANTED. THE  
PARISH OF ASCENSION HAS NO  
RESPONSIBILITY FOR THE  
MAINTENANCE OF THIS PRIVATE  
DRIVEWAY SERVITUDE."

## LEGEND

- FOUND 1/2" IRON ROD  
UNLESS OTHERWISE STATED
- SET 1/2" IRON ROD
- FENCE
- OVERHEAD ELECTRIC LINE
- \* BASIS OF BEARING DETERMINED BY  
GPS SET TO GEODETIC NORTH



LINE	BEARING	DISTANCE
L1	N 43°28'21" W	100.08'
L2	S 48°45'24" W	170.15'
L3	N 41°14'36" W	200.00'
L4	N 48°45'24" E	162.37'
L5	S 43°28'21" E	200.15'

L=481.87'  
R=3558.22'  
Δ=07°45'34"  
C LEN=481.51'  
BRG=S 37°13'45" E

NOW OR FORMERLY  
L.J. NOEL INC.

TRACT "B"  
40.860 ACRES

LEVEE IS A NON BUILDABLE AREA  
THUS NO BUILDING SETBACK  
REQUIRED

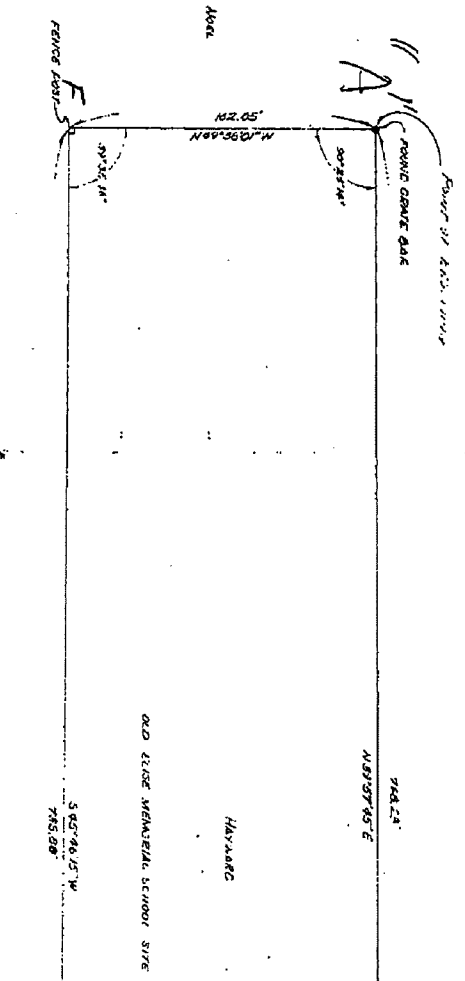
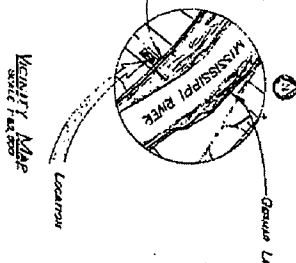
S 42°09'54" W  
980.02'

NOW OR FORMERLY  
ARMIDE D. FALCON

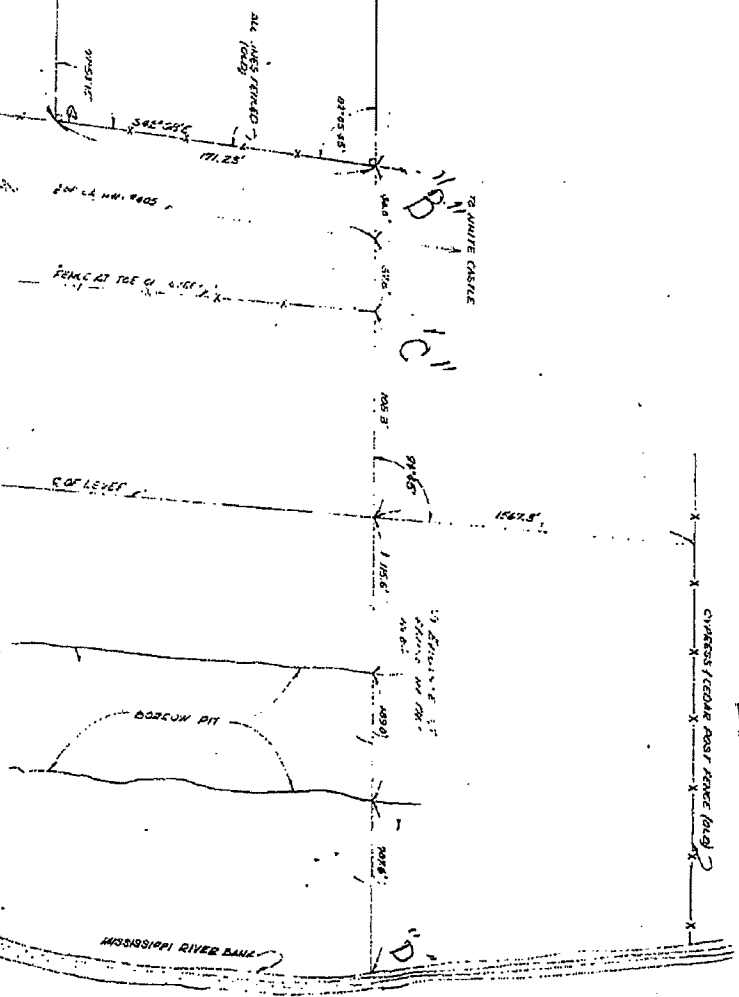
SKIP NOEL, VICE PRESIDENT  
L. J. NOEL INC.

2-05-09  
DATE

IN EVIDENCE  
MAY 27 1957  
J. Edgar Hoover  
D-2



1953-1954  
 1955-1956  
 1957-1958  
 1959-1960  
 1961-1962  
 1963-1964  
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Office of Localities, Florida  
 I am hereby certifying that the names and the signatures are correct.  
 Date of receipt is 09/01/2009  
 Signature: *[Signature]*  
 Printed Name: *[Name]*  
 Title: *[Title]*  
 DEPUTY CLERK  
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 DEPUTY CLERK  
 SLIPKIOS

**DYER & MOODY, INC.**  
CONSULTING ENGINEERS  
BAKER, LOUISIANA

## Survey Map

704983

PROJECT NO.	ROAD	FROM	TO	SHE

SEARCHED	INDEXED	SERIALIZED	FILED
APR 1968	APR 1968	APR 1968	APR 1968
FBI - NEW YORK	FBI - NEW YORK	FBI - NEW YORK	FBI - NEW YORK
DATE	TIME	PROJECT NO.	CNT
4-17-68	10:00 AM	3-07-17	3-1
BY	APP	SCALE	
JANUARY	FEBRUARY	MARCH	APRIL
MAY	JUNE	JULY	AUGUST
SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER



