

Exhibit A. Angel Ranch Site Title Abstract

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the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights, and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event that Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if legally required to conduct operations in order to maintain the lease in force, shall have sixty (60) days after receipt of such notice in which to commence the necessary operations to comply with the requirements hereof.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners, join in the granting of this lease.

13. The requirements hereof shall be subject to any State and/or Federal Law or order regulating operations on the land.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

In WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:
s/ Mrs. Mary Roberts
s/ Mrs. Sam Butcalis

s/ Rose C. Butcalis I
her
mark

STATE OF MISSISSIPPI COUNTY OF JEFFERSON.

On this 10th day of March, 1955, before me personally appeared: Rose C. Butcalis to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

s/ Marie A. Ferrara, Notary Public.

(REAL)

Truly Recorded April 2, 1955.

J. J. [Signature]
By, Clerk of Court.

40/NO.147

SALE WITH MORTGAGE

STATE OF LOUISIANA - PARISH OF POINTE COUPEE.

BE IT KNOWN, That on this 31st day of March, in the year one thousand nine hundred and fifty-five Before me, Hazel M. Langlois, a Notary Public for the Parish of Pointe Coupee, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally appeared: MEMOURE J. PLATT, husband by first and only marriage of Ida Lacour, hereinafter designated as "vendor", who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents bargain and sell, under all lawful warranties, and with substitutions and subrogations to all rights and actions of warranty against all preceding owners and vendors unto: LYNN SCHENKEL, husband by first and only marriage of Gertrude Langlois Schenkelder, born Langlois, with whom he resides in the Parish of Pointe Coupee, State of Louisiana, hereinafter designated as "purchaser" here present, purchasing and accepting for himself, his heirs and assigns, and acknowledging delivery and possession of the following described property, to-wit:

1st: A certain tract of land and all farm implements situated in the Parish of Pointe Coupee, State of Louisiana having a front of eight (8) arpents on the Mississippi River by a depth of fifty-eight (58) arpents, more or less; bounded above by lands formerly of Mrs. V. Provosty, and below by land formerly belonging to John Burke; being the same property, which was acquired by Mrs. Georgina Provosty from Albin Provosty by act passed before O. O. Provosty, Notary Public, on December 1st, 1899, which act was duly recorded in the Conveyance records of the Parish of Pointe Coupee, State of Louisiana, under entry No. 19,114, which sale included the lot or tract of land purchased from Mrs. Marcel Fabre, by an act passed before C. E. Roy, Notary Public, on January 14, 1897, and recorded in the Conveyance Records of the Parish of Pointe Coupee, under entry No. 17,712, described as follows; to-wit:

A certain tract of land measuring nine (9) acres in area and forming part of vendor's land situated in the Parish of Pointe Coupee, said lot presently sold being a portion of Lot Eighty-two (82) Township 4, South Range 10 East, lying and being on the west side of Bayou Pont and being bounded on the west by land of present purchaser and on the north by land of John Burke, all of which will more fully appear by plat of said lot made by John H. Clifton, C. E., and attached to an act of sale from James W. McGinty to Memoire J. Platt and recorded in Conveyance Book "Q", under entry No. 1031 of the records of Pointe Coupee.

2nd: A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, having a front of one (1) arpent on the Mississippi River by a depth of forty (40) arpents, more or less; bounded by land formerly of Ledoux heirs and above by Lot No. Two of the Old Scott Plantation.

3rd: A certain tract of land with all the buildings and improvements thereon, fronting on the Mississippi River, with an original depth between parallel lines of forty (40) acres; bounded on one side by land now or formerly of heirs of Raphael Provosty and on the other side by the land of Stewart Lee. Being the same property, which was acquired by Raphael Provosty from Miss Virginia O. Provosty on April 1st, 1914, by act passed before Albin Provosty, Notary Public, which was duly recorded in the Conveyance records of the Parish of Pointe Coupee, under entry No. 27,535, all as shown by map made by S. K. Garrett, C. E., on March 14, 1940, which map is annexed to the act of sale from James W. McGinty to Memoire J. Platt, recorded in Con. Records of Pointe Coupee Parish, under Book "Q", entry No. 1031.

LESS AND ACFT: seventy-five (75) acres of land reserved by James W. McGinty taken from the western portion of said above described property, the property herein excepted having a front of seven hundred nine and 85/100 feet (709.85) on the public road along the levee, by a depth between parallel lines to the Portage Drainage District Canal; bounded on the north by the public road, on which it fronts; east by the remainder of the larger tract from which it is taken; south by the Portage Drainage District Canal, and west by property of the heirs of Stewart Lee; all as is fully shown and designated on said map above mentioned, between the letters A, B, C & D.

The above described property herein sold is part of the same land purchased by James W. McGinty from Albin Provosty by act of sale dated September 6, 1928, filed and recorded September 6, 1928, in the Conveyance Records of the Parish of Pointe Coupee, Louisiana in Book "C", under entry No. 121.

It is specifically understood that this sale includes the batture lying in front of the property herein sold and in front of the property reserved by James McGinty, but the

sale of the hatters is made subject to any rights of the Itchafalaya Basin Levee District thereon for levee purposes.

TO HAVE AND TO HOLD said property unto the said purchaser, heirs, successors, and assigns, forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of Seventeen Thousand Five Hundred and no/100 Dollars (\$17,500.00), payable as follows: FIVE THOUSAND DOLLARS (\$5000.00) paid in cash, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

The balance of said purchase price, to-wit: Twelve Thousand Five Hundred Dollars (\$12,500.00) and for said amount the said purchaser has this day made and subscribed his three (3) promissory notes, dated this day, to the order of himself, and by him endorsed, which notes are to bear interest at the rate of Four per cent (4%) per annum, from date, until paid, interest payable annually, each note being for the sum of Four Thousand One Hundred Sixty-six and 67/100 Dollars, (\$4166.67), made payable on or before one, two and three years (1, 2 & 3) payable at the Bank of New Roads, New Roads, La., which notes after having been duly paraphed "in Veritatem" by me, said Notary, for identification herewith were delivered to said vendor, here present acknowledging receipt thereof, and accepting these presents.

And the said purchaser further declared that said purchaser does by these presents bind and obligate said purchaser to pay and reimburse all such lawyer's and attorney's fees, together with all such costs, charges, and expenses as the present or any future owner or owners of said indebtedness, represented as aforesaid, shall or may incur or pay in the event of the non-payment of said indebtedness or any part thereof, at maturity, or in case it should become necessary to place said indebtedness, or any part thereof, in the hands of an attorney at law for collection, suit or otherwise, said attorney's fees, however, to be fixed at ten (10%) per cent on the amount due or so in suit.

Now, therefore, in order to secure the full and final payment of said unpaid purchase price, represented as aforesaid, in capital and interest, together with all costs, including the attorney's fees herein stipulated, the said purchaser grants and the vendor retains a special mortgage with vendor's lien and privilege on the property herein conveyed in favor of said vendor and the future owner or owners of said indebtedness, or any part thereof, until the same shall have been fully paid and satisfied in principal and interest, it being agreed and stipulated that said property shall not be sold, alienated, or encumbered to the prejudice of these presents. And it is further agreed and stipulated that in the event that said indebtedness, or any part thereof, represented as aforesaid, shall not be punctually paid at its maturity, and according to its tenor, it shall be lawful for the property hereinbefore described and herein sold and mortgaged to be seized and sold under execution process issued by any court of competent jurisdiction, without appraisal, to the highest bidder, payable in cash; the said purchaser hereby expressly disavowing with all and every appraisal thereof, and hereby confessing judgment in favor of the said vendor, and such person or persons who may be the future owner or owners of said indebtedness, or any part thereof, represented as aforesaid, for the full amount thereof, capital and interest, together with all costs, including the attorney's fees herein stipulated.

The purchaser shall pay all taxes assessed, or that may be assessed, against the property herein sold and mortgaged, promptly and before they become delinquent and until the payment of all of said indebtedness, and shall keep the buildings and improvements thereon, and that may be placed thereon, constantly insured against loss by fire in the full sum of Dollars, in good and solvent insurance companies, and until the payment of all of said indebtedness, and shall transfer and deliver the policies and renewals of such insurance to the present vendor, or any future owner or owners of said indebtedness, or any part thereof, is hereby authorized at his option, to pay said taxes, and to have such insurance made and effected, at the cost and expense of the said purchaser, and it is agreed and stipulated that all sums so expended in paying said taxes, and in effecting and keeping in force said insurance, shall bear interest at the rate of eight (8%) per cent per annum from date of disbursement until paid, and shall be secured by the mortgage herein granted to the further amount of Dollars.

Any failure on the part of the purchaser to pay said taxes, or to effect and keep in force said insurance, as herein provided, or to pay said indebtedness, or any part thereof, or the interest thereon promptly when due, shall ipso facto, and without any demand or putting in default, cause all of said indebtedness to become immediately due and exigible.

It is understood and agreed that the vendor, Memoirs W. Platt reserves unto himself, and his wife, Mrs. Ida Lacour Platt, during their lifetime, a one-half interest in and to all oil, gas and other minerals in, under and that may be produced from the property hereinbefore described and herein conveyed; together with the right of ingress and egress for the purpose of mining, drilling and exploring said land for oil, gas and other minerals and removing same therefrom.

The reservation of the mineral rights herein stipulated is to be personal and for the benefit of Memoirs W. Platt and Ida Lacour Platt and not for heirs, nor assigns and said reservation as herein made in favor of Mr. and Mrs. Platt to be governed and determined in accordance with the laws of the State of Louisiana.

Whenever the word "vendor" is used in this act, it shall be construed to include "vendor", and whenever the word "purchaser" is used, it shall be construed to include "purchasers." All the agreements and stipulations herein contained, and all the obligation herein assumed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

The certificate of mortgage required by Article 3364 of the Revised Civil Code of Louisiana is hereby dispensed with by consent of the parties hereto.

The United States Internal Revenue stamps required by law, amounting to \$.50 have been affixed hereto and duly canceled.

Thus done, read, and passed at my office, in the City of New Roads, Parish and State aforesaid, in the presence of Gertrude L. Schexnayder and Ian W. Claiborne competent witnesses, who have hereunto signed their names with the parties, and me, said Notary, the day, month, and year first above written.

Vendee:

s/ Gertrude L. Schexnayder
s/ Ian W. Claiborne

s/ Hazel M. Linglois
Notary Public.

Truly Recorded April 4, 1955.

s/ H. W. Platt
s/ Lynn J. Schexnayder

J. Alvin Leblanc
Dr. Clerk of Court.

FOR MAP -

Refer to Map Book 2
Map # 28.

130

CA 8111 NO 39

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Mary A. Chute
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ACT OF DONATION

STATE OF LOUISIANA,

PARISH OF POINTE COUPEE.

I. G. CLAUDE
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

BE IT KNOWN, that on this 2nd day of July, 1973, before me, Joseph P. Jewell, Jr., a Notary Public duly commissioned and qualified in and for the Parish of Pointe Coupee, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

ANTOINE R. LANGLOIS, husband by first and only marriage of Mrs. Lizzie Hess Langlois, born Hess, with whom he resides, and the said Mrs. LIZZIE HESS LANGLOIS, wife by first and only marriage of the said Antoine R. Langlois, with whom she resides, domiciled in the Parish of Pointe Coupee, State of Louisiana, whose permanent mailing address is declared to be: Route 2, New Roads, Louisiana, 70760, hereinafter referred to as "Donors," who declared and acknowledged unto me, Notary, that in consideration of the natural love and affection which they have and bear unto their daughter Mrs. GERTRUDE LANGLOIS SCHEXNAYDER, born Langlois, married but once and then to Lynn J. Schexnayder, with whom she resides, domiciled in the Parish of Pointe Coupee, State of Louisiana, whose permanent mailing address is declared to be: Route 2, New Roads, Louisiana 70760, hereinafter referred to as "Donee," they have given, granted, donated and do by these presents give, confirm, grant and donate, inter vivos, and at present and irrevocably, with full warranty of title and with full substitution and subrogation in and to all rights and actions of warranty against all preceding owners and vendors, unto their said daughter, Mrs. GERTRUDE LANGLOIS SCHEXNAYDER, here present and accepting with gratitude, for herself, her heirs and assigns, and acknowledging delivery and possession of the following described property, to-wit:

A certain tract of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River and being known as Sections twenty-three (23), twenty-four (24), the greater portion of Section Eighty-two (82); Section eighty-three (83); Section Eighty-four (84) and portions of Sections twenty-five (25) and eighty-five (85), in Township Four (4) South, Range Ten (10) East, which said tract of land contains three hundred and eighty-five (385) acres exclusive of batture in front thereof, and is known and designated as TRACT A on a Plat of Property Partition of the Antoine Langlois property, made by Daryl B. Patin, Registered Land Surveyor, an official copy

of which plat, dated June 22, 1973, is hereto annexed and hereof made a part, said TRACT A being more fully described as follows:

Begin at the intersection of the property line between Lynn Schexnayder and Antoine R. Langlois with the South R/W limit of La. Highway No. 10 (being the N. W. corner of Tract A); thence traverse along the South R/W of highway 10 a distance of 3866 ft. to the Northeast corner; thence S 6° 23' W a distance of 8493 ft. to the Southeast corner; thence S 89° 54' W a distance of 2203 ft. to the Southwest corner being also the Southwest corner of Section 82, T 4 S, R 10 E; thence N 4° 32' E a distance of 2186 ft. to a point, thence traverse around a 9.7 acre tract which has been sold from the Langlois property to a point which is the Southwest corner, of Section 23, T 4 S, R 10 E; thence N 4° 32' E a distance of 2895 ft. to the point of beginning. The Tract A herein described contains 385 acres. Also included with Tract A is the area defined by the projection of the side lines to the bank of the Mississippi River; and which TRACT A is bounded as follows: North by the Mississippi River, on the East by TRACT B of said Plat of survey, being the property donated by Mr. and Mrs. Antoine R. Langlois to Mrs. Hazel Langlois Powers; on the South by the properties of Hamilton E. Gray, Gaston Langlois, Augusta A. Bondy, Sr., et al., and by Richard S. Patin, and on the West by property of Lynn J. Schexnayder, together with all of the batture, alluvion and accretion in front of said property and as fully shown on the aforementioned plat of survey hereto annexed and hereof made a part for greater certainty of description.

Being a portion of the same property acquired by Antoine R. Langlois while married to Mrs. Lizzie Hess Langlois, by act of partition with Ben W. Cook, dated December 30, 1938, recorded on October 18, 1939, under Entry No. 1452 of Book "P", conveyance records of Pointe Coupee Parish, Louisiana, and all of that certain tract of land which was acquired by Antoine R. Langlois while married to the said Mrs. Lizzie Hess Langlois, by purchase from Mrs. Carmela Fertitta Rosso, et al., by act of sale dated February 9, 1943, recorded on same date under Entry No. 730 of Book "I", conveyance records of Pointe Coupee Parish, Louisiana.

Subject to: 1) Right of way for Louisiana State Highway No. 10; and 2) Right of way for the public levee along the Mississippi River.

TO HAVE AND TO HOLD the said property unto the said Donee, Mrs.

Gertrude Langlois Schexnayder, her heirs and assigns forever.

The parties to this donation agree that this donation is made by the Donors and accepted by the Donee in her separate and individual capacity and that the property herein acquired by the Donee shall be and remain her separate property and shall not enter into or belong to the community of acquets and gains existing between Donee and her said spouse.

The parties hereto further declared that for the purposes of this donation the property herein donated is valued at the sum of THIRTY-SEVEN THOUSAND SIX HUNDRED SIXTY-EIGHT & 75/100 (\$37,668.75) DOLLARS.

The Donors especially declare that they are not by virtue of this donation, divested of all of their property, and that they have sufficient other property for their subsistence and to maintain themselves in their usual and customary standard of living.


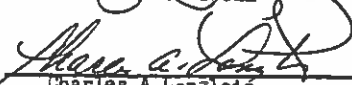
Donee is a forced heir of Donors and it is understood and agreed that this donation is made as an extra portion to Donee over, above and in addition to her legitime and the Donee shall not be required to collate the property herein donated to her to the Successions of Donors, or either of them.

The parties hereto declare that they waive the production of the certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana, and exonerate me, Notary, from all liability on account of its non-production.

All taxes assessed against the property herein conveyed have been paid as appears from the certificate hereto annexed. Taxes for the year 1973 shall be paid by the Donee.

THUS DONE AND PASSED in the Parish of Pointe Coupee, State of Louisiana, on the day, month and year first above written, in the presence of John W. Jewell and Charles A. Langlois, competent witnesses who have hereunto signed their names with the parties and me, Notary, after a due reading of the whole.

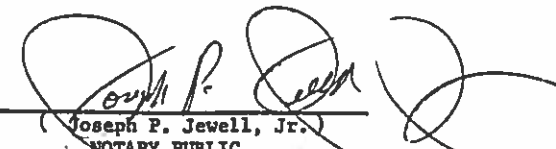
WITNESSES:


John W. Jewell

Charles A. Langlois


Antoine R. Langlois


Mrs. Lizzie Hess Langlois


Mrs. Gertrude Langlois Schenck


Joseph P. Jewell, Jr.
 NOTARY PUBLIC

TRULY RECORDED July 3, 1973, Mary A. Chustz, Dy. Clerk.

*Refer to map book 3
map No. 56*

796

OB BK 135 NO 220

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STATE OF LOUISIANA
PARISH OF POINTE COUPEE

BE IT KNOWN, that on this 5th

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

1976, before me, FRANCIS A. SMITH, JR., a Notary Public, duly
commissioned and qualified in and for the Parish of Pointe
Coupee, State of Louisiana, and in the presence of the under-
signed competent witnesses, personally came and appeared:

- 1) MRS. GERTRUDE LANGLOIS SCHEXNAYDER, born Langlois, who declared she has been married but once and then to Lynn J. Schexnayder, with whom she resides in the Parish of Pointe Coupee, State of Louisiana, whose permanent mailing address is declared to be: Rouge 2, New Roads, Louisiana, 70760
- 2) MRS. HAZEL LANGLOIS POWERS, born Langlois, married but once and then to George S. Powers, deceased, a resident of the Parish of Pointe Coupee, State of Louisiana, whose permanent mailing address is declared to be: P. O. Box 387, New Roads, Louisiana, 70760
- 3) HILARY J. LANGLOIS, who declared he has been married but once and then to Claire Patin Langlois, born Patin, who resides with him in the Parish of Pointe Coupee, State of Louisiana, whose permanent mailing address is declared to be: 112 St. Jude Street, New Roads, Louisiana, 70760 and
- 4) WHITNEY A. LANGLOIS, who declared he has been married but once and then to Flora Ethel Cooper Langlois, born Cooper, who resides with him in the Parish of East Baton Rouge, State of Louisiana, whose permanent mailing address is declared to be: Greenwell Springs, Louisiana, 70739

all of the full age of majority,

Who declared unto me, Notary, that by act of donation dated July 2, 1973, filed and recorded under Entry No. 39 of Conveyance Book 111 of the records of Pointe Coupee Parish, Louisiana, Antoine R. Langlois and his wife, Lizzie Hess Langlois, donated to appearer, Gertrude Langlois Schexnayder, a certain tract of land described in said act of donation as follows:

"A certain tract of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River and being known as Sections twenty-three (23), twenty-

four (24), the greater portion of Section Eighty-two (82); Section eighty-three (83); Section Eighty-four (84) and portions of Sections twenty-five (25) and eighty-five (85), in Township Four (4) South, Range Ten (10) East, which said tract of land contains three hundred and eighty-five (385) acres exclusive of batture in front thereof, and is known and designated as TRACT A on a Plat of Property Partition of the Antoine Langlois property, made by Daryl B. Patin, Registered Land Surveyor, an official copy of which plat, dated June 22, 1973, is hereto annexed and hereof made a part, said TRACT A being more fully described as follows:

"Begin at the intersection of the property line between Lynn Schexnayder and Antoine R. Langlois with the South R/W limit of La. Highway No. 10 (being the N.W. corner of Tract A); thence traverse along the South R/W of highway 10 a distance of 3866 ft. to the Northeast corner; thence S 6° 23' W a distance of 8493 ft. to the Southeast corner; thence S 89° 54' W a distance of 2203 ft. to the Southwest corner being also the Southwest corner of Section 82, T 4 S, R 10 E; thence N 4° 32' E a distance of 2186 Ft. to a point, thence traverse around a 9.7 acre tract which has been sold from the Langlois property to a point which is the Southwest corner, of Section 23, T 4 S, R 10 E; thence N 4° 32' E a distance of 2895 ft. to the point of beginning. The Tract A herein described contains 385 acres. Also included with Tract A is the area defined by the projection of the side lines to the bank of the Mississippi River; and which TRACT A is bounded as follows: North by the Mississippi River, on the East by TRACT B of said Plat of survey, being the property donated by Mr. and Mrs. Antoine R. Langlois to Mrs. Hazel Langlois Powers; on the South by the properties of Hamilton E. Gray, Gaston Langlois, Auguste A. Bondy, Sr., et al., and by Richard S. Patin, and on the West by property of Lynn J. Schexnayder, together with all of the batture, alluvion and accretion in front of said property and as fully shown on the aforementioned plat of survey hereto annexed and hereof made a part for greater certainty of description."

And by act dated July 2, 1973, filed and recorded under Entry No. 40 of Conveyance Book 111 of said records, Antoine R. Langlois and his wife, Lizzie Hess Langlois, donated to appraiser, Hazel Langlois Powers, a certain tract of land described in said act of donation as follows:

"A certain tract of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River and being located in Sections Twenty-five (25) and Eighty-five (85), Township Four (4) South, Range Ten (10) East, which said tract of land contains three hundred and eighty-five (385) acres exclusive of batture in front thereof, and is known and designated as TRACT B on a plat of property partition of the Antoine R. Langlois property, made by Daryl B. Patin, Registered Land Surveyor, dated June 22, 1973, an official copy of which plat is annexed to and recorded with an act of donation by Antoine R. Langlois and wife, Mrs. Lizzie Hess Langlois, to Mrs. Gertrude Langlois Schexnayder,

dated July 2nd, 1973, and recorded under Entry No. 39 of Book 111 of the conveyance records of Pointe Coupee Parish, Louisiana; said TRACT B being more fully described as follows:

"Commence at the intersection of the property line between the Lynn Schexnayder tract and the Antoine Langlois tract with the South R/W limit of Hwy. 10; thence traverse along the South R/W limit of Hwy. 10 a distance of 3866 ft. to the point of beginning which is the Northwest corner of Tract B; thence traverse along the South R/W limit of Hwy. 10 a distance of 2224 ft. to the Northeast corner of Tract B; thence S 2° 56' W a distance of 9911 ft. to the Southeast corner of Tract B; thence S 89° 39' W a distance of 1045 ft. to a point; thence S 89° 54' W a distance of 1063 ft. to a point which is the Southwest corner of Tract B; thence N 6° 23' E a distance of 8493 ft. to the point of beginning. The tract herein described contains 385 acres. Also included with this tract is that area defined by the projection of the side lines to the bank of the Mississippi River; and which said TRACT B is bounded as follows: North by the Mississippi River, on the East by TRACT C of said Plat of survey, being the property donated by Mr. and Mrs. Antoine R. Langlois to Hilary J. Langlois; on the South by portions of Richard S. Patin and by Estate of Conrad J. Langlois; and on the West by TRACT A, being the property donated by Mr. and Mrs. Antoine R. Langlois to Mrs. Gertrude Langlois Schexnayder, together with all of the batture, alluvion and accretion in front of said TRACT B, all as more fully shown on the aforementioned plat of survey, to which plat of survey reference is specially made for greater certainty of description."

And by act dated July 2, 1973, filed and recorded under Entry No. 41 of Conveyance Book 111 of said records, Antoine R. Langlois and his wife, Lizzie Hess Langlois, donated to appearer, Hilary J. Langlois, a certain tract of land described in said act of donation as follows:

"A certain tract of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River, composed of parts of Twenty-five (25), Twenty-seven (27), and Eighty-five (85), Township Four (4) South, Range Ten (10) East, and also parts of Sections Two (2) and Thirty-four (34) and all of Section One (1), Township Four (4) South, Range Eleven (11) East, which said tract of land contains three hundred and eighty-five (385) acres exclusive of batture in front thereof, and is known and designated as Tract C on a Plat of Property Partition of the Antoine Langlois property, made by Daryl B. Patin, Registered Land Surveyor, dated June 22, 1973, an official copy of which plat is recorded under Entry No. 39 of Book 111 of the conveyance records of Pointe Coupee Parish, Louisiana, said TRACT C herein presently described being more fully described as follows:

"Commence at the intersection of the property line between Antoine Langlois and the R. E. Callicott property with the South R/W limit of La. Hwy. 981; thence traversing along the South R/W limit of Hwy. 981 generally in a westerly direction a distance of 3850 ft. to the point of beginning which is the Northeast corner of Tract C; thence S 2° 53' W a distance of 7422 ft. to the Southeast corner of Tract C; thence N 89° 53' W a distance of 1403 ft. to a point; thence S 14° 25' W a distance of 3612 ft. to a point; thence S 89° 39' W a distance of 59 ft. to a point which is the Southwest corner of Tract C; thence N 2° 56' E a distance of 9911 ft. to a point on the South R/W limits of Hwy. No. 10; thence traverse along the South R/W limits of Hwy. 10 or Hwy. 981 generally in a easterly direction a distance of 2500 ft. to the point of beginning. The tract herein described contains 385 acres. Also included with this tract is the area defined by the projection of the side lines of Tract C to the bank of the Mississippi River; and which said TRACT C is bounded as follows: North by the Mississippi River, on the East in part by TRACT D of said Plat by Daryl B. Patin, Registered Land Surveyor, which TRACT D is being donated by Mr. and Mrs. Antoine R. Langlois to Whitney A. Langlois, and in part by a 150-acre tract of land owned by Mrs. Hazel L. Powers; on the South in part by said 150-acre tract of land owned by Mrs. Hazel L. Powers, and in part by land of Estate of Conrad J. Langlois, or assigns; and on the West by TRACT B of said plat made by Daryl B. Patin, Registered Land Surveyor, which TRACT B is being donated by Mr. and Mrs. Antoine R. Langlois to Mrs. Hazel Langlois Powers; together with all of the batture, alluvion and accretion in front of said TRACT C, all as more fully shown on the aforementioned plat by Daryl B. Patin, Registered Land Surveyor, dated June 22, 1973, to which plat reference is specially made for greater certainty of description."

And by act dated July 2, 1973, filed and recorded under Entry No. 42 of Conveyance Book 111 of said records, Antoine R. Langlois and his wife, Lizzie Hess Langlois, donated to appearer, Whitney A. Langlois, a certain tract of land described in said act of donation as follows:

"A certain tract of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River, and being situated in Sections Two (2), Three (3), Thirty-four (34) and Thirty-eight (38), Township Four (4) South, Range Eleven (11) East, which said tract of land contains three hundred eighty-five (385) acres exclusive of batture in front thereof, and is known and designated as TRACT D on a Plat of Property Partition of the Antoine R. Langlois property, made by Daryl B. Patin, Registered Land Surveyor, dated June 22, 1973, an official copy of which plat is annexed to an act of donation by Mr. and Mrs. Antoine R. Langlois to Mrs. Gertrude Langlois Schexnayder and recorded therewith under Entry No. 39 of Book 111, conveyance records of Pointe Coupee Parish, Louisiana, said plat being made part hereof by reference; said TRACT D being more fully described as follows:"

"Begin at the intersection of the property line between Antoine Langlois and R. E. Callicott with the South R/W limit of La. Hwy. 981 being the Northeast corner of Tract D; thence S 26° 54' W a distance of 8621 ft. to the Southeast corner of Tract D; thence N 89° 53' W a distance of 676 ft. to the Southwest corner of Tract D; thence N 2° 53' E a distance of 7422 ft. to a point on the South R/W limit of La. Hwy. 981 being the Northwest corner of Tract D; thence generally in an easterly direction along the South R/W limits of Hwy. 981 a distance of 3850 ft. to the point of beginning. The Tract D herein defined contains 385 acres, also included with Tract D is the area defined by the projection of the side lines to the bank of the Mississippi River; and which said TRACT D herein presently described is bounded as follows: North by the Mississippi River, on the East by property formerly of Ben W. Cook, now of Rex E. Callicott; on the South by a 150 acre tract of land owned by Mrs. Hazel L. Powers, and on the West by Tract C of said plat by Daryl B. Patin, Registered Land Surveyor of June 22, 1973, which Tract C is being donated by Mr. and Mrs. Antoine R. Langlois to Hilary J. Langlois."

That the said four tracts of land hereinabove described and donated by the said Antoine R. Langlois and his wife, Lizzie Hess Langlois, to appearers herein collectively made up a larger tract of land owned by said donors, which tract of land was divided into the above described four tracts for the purpose of the above mentioned donations to appearers herein.

Appearers further declared that they wish to change in certain respects hereinafter set forth, some of the boundary lines of their respective tracts and that for this purpose they have caused to be made by Toxie W. Craft, Registered Professional Engineer, a plat of survey dated October 23, 1973, said plat of survey being annexed hereto as part hereof.

Appearers further declared that they wish to amend the above descriptions of their respective properties and to change the boundary lines to their respective certain tracts in accordance with the new plat of survey annexed hereto and that they wish to fix and determine said boundaries as shown and fixed on said survey.

Therefore, appearers wish to amend the above described descriptions in accordance with said new plat of survey as follows:

The tract of land owned by the said OERTRUDE LANGLOIS SCHEXNAYDER and acquired by her in the act of donation aforesaid, is hereby described as follows:

TRACT A

A certain tract of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River and being located in Sections 23, 24, 82, 83, 84 and portions of Sections 25 and 85, Township Four (4) South, Range Ten (10) East, which said tract of land contains 378.54 acres, exclusive of the batture in front thereof, and exclusive of the lot hereinafter excepted from said tract, said Tract A being shown and designated on a plat of survey and division of the Antoine Langlois property made by Toxie Craft, Civil Engineer, dated October 23, 1973, an official copy of which plat is hereto annexed and hereof made a part, said tract being more fully described as follows: Beginning at the intersection of the property line between property of Lynn Schexnayder and property formerly of Antoine R. Langlois with the south right-of-way limits of Louisiana Highway No. 10 (being the northwest corner of Tract A); thence traverse along the south right-of-way limits of Louisiana Highway No. 10 in a general northeasterly direction, the distances and bearings shown on said plat, being a total distance of 3,875.30 feet to the northeast corner of said Tract A; thence proceed south 5° 58' 37" west a distance of 8,416.49 feet to the southeast corner of said Tract A; thence proceed south 88° 45' west a distance of 2,175.89 feet to a point, being the southwest corner of said Tract A and also the southwest corner of Section 82, Township 4 South, Range 10 East; thence proceed north 3° 48' 21" East a distance of 5,836.78 feet to the northwest corner of said Tract A and the point of beginning, together with all of the batture, alluvion and accretion in front of said property and as fully shown on the aforementioned plat of survey hereto annexed and hereof made a part for greater certainty of description, said batture, alluvion and accretion being the area situated north of said Tract A and defined by projections of the side lines of said tract to the bank of the Mississippi River, all of which is shown on said plat. Said Tract A is bounded as follows: North by the Mississippi River; on the East by Tract B of said plat of survey; being the property of appearer, Mrs. Hazel Langlois Powers; on the South by properties of Hamilton E. Gray, Gaston Langlois; Auguste A. Bondy, Sr., et al, and by Richard S. Petin, and on the West by property of Lynn J. Schexnayder.

LESS AND EXCEPT from said above described Tract A that certain irregularly shaped lot situated along the westernmost boundary of said tract, shown on said plat to be 9.7 acres, more or less, which said lot was previously sold.

Said Tract A is more fully shown and designated on the annexed plat of survey, to which reference is herein made for greater certainty of description.

The tract of land owned by the said HAZEL LANGLOIS POWERS and acquired by her in the act of donation aforesaid, is hereby described as follows:

TRACT B

A certain tract of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River and being located in Sections 25 and 85, Township Four (4) South, Range Ten (10) East, which said tract of land contains 378.54 acres, exclusive of the batture in front thereof, and is shown and designated as Tract B on a plat of survey and division of the Antoine Langlois property, made by Toxie Craft, Civil Engineer, dated October 23, 1973, an official copy of which plat is hereto annexed and hereof made a part, said Tract B being more fully described as follows: Beginning at the intersection of the property line between property of Lynn Schexnayder and property formerly belonging to Antoine R. Langlois, with the south right-of-way limits of Louisiana Highway No. 10; thence proceed along said south right-of-way limits of Louisiana Highway No. 10 in a general north-easterly direction along the bearings and distances shown on said plat a total distance of 3,875.3 feet to the point of beginning, which said point is the northeast corner of Tract A of said plat and the northwest corner of Tract B herein described; thence proceed along said south right-of-way limits of Louisiana Highway No. 10 in a general northeasterly direction along the bearings and distance shown on said plat, a total distance of 2,229.35 feet to a point being the northeast corner of said Tract B; thence proceed south $2^{\circ} 20' 26''$ west a distance of 8,329.33 feet to a point; thence proceed south $13^{\circ} 37'$ west a distance of 1,551.30 feet to a point and corner, being the southeastern corner of said Tract B; thence proceed south $88^{\circ} 45'$ west a distance of 1,825.25 feet to a point being the southwesternmost corner of said Tract B; thence proceed north $5^{\circ} 58' 37''$ east a distance of 8,416.49 feet to a point, being the northwesternmost corner of said tract and the point of beginning, together with all batture, alluvion, and accretion in front of said property and as fully shown on the aforementioned plat of survey hereto annexed and hereof made a part for greater certainty of description, said batture, alluvion and accretion being the area situated north of said Tract B and defined by projections of the side lines of said tract to the bank of the Mississippi River, all of which is shown on said plat. Said Tract B is bounded as follows: North by the Mississippi River; on the East in part by Tract C of said plat, the property of appearer, Hilary J. Langlois, and in part by Tract E of said plat, the property of appearer, Mrs. Hazel Langlois Powers; on the South by properties of Richard S. Potin and by Estate of Conrad J. Langlois; and on the West by Tract A, being the property of appearer, Mrs. Gertrude Langlois Schexnayder. Said Tract B is more fully shown and designated on the annexed plat of survey, to which reference is herein made for greater certainty of description.

The tract of land owned by the said HILARY J. LANGLOIS and acquired by him in the act of donation aforesaid, is hereby described as follows:

TRACT C

A certain tract of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River and being located in Sections 25, 27 and 85 of Township Four (4) South, Range Ten (10) East, and Sections 2 and 34 and all of Section 1 of Township Four (4) South, Range Eleven (11) East, which said tract of land contains 378.54 acres, exclusive of the batture in front thereof, and is shown and designated as Tract C on plat of survey and division of the Antoine Langlois property, made by Toxie Craft, Civil Engineer, an official copy of which plat, dated October 23, 1973, is hereto annexed and hereof made a part, said tract being more fully described as follows: Commence at the intersection of the property line between the property formerly of Antoine Langlois and the property formerly of R. E. Callicott with the south right-of-way limits of Louisiana Highway No. 981; thence proceed along said south right-of-way limits of Louisiana Highway No. 981 in a general westerly direction along the bearings and distances shown on said plat, a total distance of 3,859.27 feet to the point of beginning, which said point is the northeast corner of said Tract C herein described, and the northwest corner of Tract D of said plat; thence proceed south $1^{\circ} 51' 40''$ west a distance of 7,817.97 feet to a point, being the southeastern corner of said tract; thence proceed north $89^{\circ} 2'$ west a distance of 1,900.47 feet to a point, thence proceed south $13^{\circ} 37'$ west a distance of 1,659.50 feet to a point and corner, being the southwesternmost corner of said Tract C; thence proceed north $2^{\circ} 20' 26''$ east a distance of 8,329.33 feet to a point, being the northwesternmost corner of said Tract C, which said corner is located on the south right-of-way limits of Louisiana Highway No. 10; thence proceed along the said south right-of-way limits of Louisiana Highway No. 10, continuing along the south right-of-way limits of Louisiana Highway No. 981, in a general easterly direction along the bearings and distances shown on said plat, a total distance of 2,506.02 feet to the northeast corner of said Tract C and the point of beginning, together with all the batture, alluvion and accretion in front of said property and as shown on the aforementioned plat of survey hereto annexed and hereof made a part for greater certainty of description, said batture, alluvion and accretion being an area situated north of said Tract C and defined by projections of the side lines of said tract to the bank of the Mississippi River, all of which is shown on said plat. Said Tract C is bounded as follows: North by the Mississippi River; on the East by Tract D of said plat of survey, the property of a peerer, Whitney A. Langlois; on the South by Tract E, the property of a peerer, Mrs. Hazel Langlois Powers; and on the West by Tract B of said plat of survey, the property of a peerer, Mrs. Hazel Langlois Powers. Said Tract C is more fully shown and designated on the annexed plat of survey, to which reference is herein made for greater certainty of description.

The tract of land owned by the said WHITNEY A. LANGLOIS and acquired by him in the act of donation aforesaid, is hereby described as follows:

TRACT D

A certain tract of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River and being situated in Sections 2, 3, 34 and 38, Township Four (4) South, Range Eleven (11) East, which said tract of land contains 378.54 acres, exclusive of batture in front thereof, and is shown and designated as Tract D on a plat of survey and division of the Antoine Langlois property, made by Toxie Craft, Civil Engineer, an official copy of which, dated October 23, 1973, is hereto annexed and hereof made a part, said tract being more fully described as follows: Beginning at the intersection of the property lines between property formerly belonging to Antoine Langlois and property formerly belonging to R. E. Callicott, with the south right-of-way limits of Louisiana State Highway No. 981, being the northeast corner of said Tract D; thence proceed south $27^{\circ} 02'$ west a distance of 7,867.55 feet to the southeast corner of said Tract D; thence proceed north $89^{\circ} 02'$ west a distance of 340.73 feet to a point and corner, being the southwesternmost corner of said Tract D; thence proceed north $1^{\circ} 51' 40''$ east a distance of 7,817.97 feet to a point and corner, being the northwesternmost corner of said Tract D; said corner being situated on the south right-of-way limits of said Louisiana Highway No. 981; thence proceed along said south right-of-way limits of Louisiana Highway No. 981 in a general easterly direction, the distances and bearings shown on said plat, being a total distance of 3,859.27 feet to the northeast corner of said Tract D, and the point of beginning, together with all of the batture, alluvion and accretion in front of said property, all as is fully shown on the aforementioned plat of survey hereto annexed and hereof made a part for greater certainty of description. Said batture, alluvion and accretion being the area situated north of Tract D and defined by projections of the side lines of said tract to the bank of the Mississippi River, all of which is shown on said plat. Said Tract D is bounded as follows: North by the Mississippi River; on the East by property formerly belonging to R. E. Callicott; on the South by Tract E of said plat, the property of appearer Mrs. Hazel Langlois Powers; and on the West by Tract C of said plat, the property of appearer Hilary J. Langlois. Said Tract D is more fully shown and designated on the annexed plat of survey to which reference is herein made for greater certainty of description.

Accordingly, appearers Hazel Langlois Powers, Hilary J. Langlois and Whitney A. Langlois, do hereby confirm to and recognize that the ownership of all of the lands included in TRACT A of said plat made by Toxie Craft, annexed hereto and described under "TRACT A" above, to be and forever remain the property of appearer, GERTRUDE LANGLOIS SCHEXNAYDER.

Accordingly, appearers Gertrude Langlois Schexnayder, Hilary J. Langlois and Whitney A. Langlois, do hereby confirm to and recognize that the ownership of all of the lands included in TRACT B of said plat made by Toxie Craft, annexed hereto, and described under "TRACT B" above, to be and forever remain the property of appearer, HAZEL LANGLOIS POWERS.

Accordingly, appearers Gertrude Langlois Schexnayder, Hazel Langlois Powers and Whitney A. Langlois, do hereby confirm to and recognize that the ownership of all of the lands included in TRACT C of said plat made by Toxie Craft, annexed hereto, and described under "TRACT C" above, to be and forever remain the property of appearer, HILARY J. LANGLOIS.

Accordingly, appearers Gertrude Langlois Schexnayder, Hazel Langlois Powers and Hilary J. Langlois, do hereby confirm to and recognize that the ownership of all of the lands included in TRACT D of said plat made by Toxie Craft, annexed hereto, and described under "TRACT D" above, to be and forever remain the property of appearer, WHITNEY A. LANGLOIS.

Appearers further declared that by this act they mean to re-define the boundaries of their respective tracts donated to them in the acts of donation above referred to, and that in no way should this act be construed so as to change the boundaries of the original tract of land owned by their father and mother, Antoine R. Langlois and Lizzie Hess Langlois, from which these above described tracts were taken.

Appearers further declared unto me, Notary, that they hereby authorize and direct the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Pointe Coupee to make mention of this act in the margins of each of the acts of donation above referred to and recorded as aforesaid in Conveyance Book 111, under Entries Nos. 39, 40, 41 and 42 of said records.

And now to these presents intervenes Lynn J. Schexnayder, husband of appearer, Gertrude Langlois Schexnayder, Claire Patin Langlois, wife of appearer, Hilary J. Langlois and Flora Ethel Cooper Langlois, wife of appearer, Whitney A. Langlois, who declared unto me, Notary, that the tracts of land received by each of their said spouses in the acts of donation hereinabove referred to, is the separate property of each of their respective spouses and form no part of the community of acquets and gains existing between intervenors and their respective spouses, and that this act shall not be construed as in any way changing the nature of said property, the tracts as redescribed owned by each appearer to be and remain his or her separate property.

Appearers further declared that each of them is fully satisfied with his or her tract as redescribed, each tract being of equal value, and that therefore no money is due by any of said appearers to each other.

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

THUS DONE, READ AND PASSED at my office in the Town of New Roads, Parish and State aforesaid, in the presence of Gladys L. Broussard and Robert F. Kearney,

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

WITNESSES:

Gladys L. Broussard
Gladys L. Broussard

Robert F. Kearney
Robert F. Kearney

Gertrude Langlois Schexnayder
Gertrude Langlois Schexnayder

Hazel Langlois Powers
Hazel Langlois Powers

Hilery A. Langlois
Hilery A. Langlois

Whitney A. Langlois
Whitney A. Langlois

Lynn J. Schexnayder
Lynn J. Schexnayder

Claire Patin Langlois
Claire Patin Langlois

Flora Ethel Cooper Langlois
Flora Ethel Cooper Langlois

Francis A. Smith, Jr.
NOTARY PUBLIC

(Francis A. Smith, Jr.)

TRULY RECORDED OCT. 29, 1976, I. G. Olinde, Clerk

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SUCCESSION : NUMBER 25,737 PROBATE
 OF : 18TH JUDICIAL DISTRICT COURT
 : PARISH OF POINTE COUPEE
 GERTRUDE LANGLOIS SCHEXNAYDER : STATE OF LOUISIANA 2

JUDGMENT OF POSSESSION

Considering the petition for possession, the testament of the decedent, Gertrude Langlois Schexnayder, dated May 25, 1989, and codicil dated July 7, 1989, which have been duly admitted to probate in these proceedings on September 20, 1990, and which are filed and recorded under Entry No. 38 of Conveyance Book 350, records of Pointe Coupee Parish, Louisiana, satisfactory proof having been submitted to the court that the Louisiana inheritance and estate transfer tax return has been filed and served on the Collector of Revenue, together with all required accompanying documents, and that all taxes due have been paid, and it further appearing that the decedent died on August 11, 1990 while domiciled in the Parish of Pointe Coupee, Louisiana, the law and the evidence entitling petitioners to the relief prayed for, and for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that Lynn J. Schexnayder be and he is hereby recognized as the surviving spouse in community with the decedent and, as such, the owner and is hereby sent into possession of an undivided one-half (1/2) interest in and to all property belonging to the community which formerly existed between him and the decedent, including but not necessarily limited to the following described property, to-wit:

COMMUNITY PROPERTY

A. PERSONALTY

1. Checking account No. 60-208-9 with Bank of New Roads New Roads, Louisiana, in name of Lynn Schexnayder.
2. Checking account No. 719107 with Bank of New Roads, New Roads, Louisiana, in name of Lynn Schexnayder.
3. Certificate of deposit No. 4883179 of Guaranty Bank & Trust Company, New Roads, Louisiana, in name of Lynn J. Schexnayder, in principal sum of \$100,000.00.

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4. Certificate of deposit No. 61231 of Baton Rouge Bank & Trust Company, Baton Rouge, Louisiana, in name of Lynn J. Schexnayder, in principal sum of \$100,000.00.
5. Certificate of deposit No. 190675 of City National Bank, Baton Rouge, Louisiana, in name of Lynn J. Schexnayder, in principal sum of \$100,000.00.
6. Certificate of deposit No. 190682 of City National Bank, Baton Rouge, Louisiana, in name of Lynn J. Schexnayder, in principal sum of \$200,000.00.
7. Certificate of deposit No. 190680 of City National Bank, Baton Rouge, Louisiana, in name of Gertrude Schexnayder, in principal sum of \$100,000.00.
8. Certificate of deposit No. 02-77-022537 of Premier Bank and Trust, Baton Rouge, Louisiana, in name of Lynn J. Schexnayder, in principal sum of \$100,000.00.
9. Certificate of deposit No. 02-77-022538 of Premier Bank and Trust, Baton Rouge, Louisiana, in name of Gertrude Schexnayder, in principal sum of \$100,000.00.
10. Certificate of deposit No. 02-77-022539 of Premier Bank and Trust, Baton Rouge, Louisiana, in name of Lynn J. or Gertrude Schexnayder, in principal sum of \$100,000.00.
11. Certificate of deposit No. 0450450000021078 of Sunburst Bank, Baton Rouge, Louisiana, in name of Lynn J. Schexnayder, in principal sum of \$100,000.00.
12. Checking account No. 110-0858-5 with Guaranty Bank & Trust Co., New Roads, Louisiana, in name of Lynn Joseph and Gertrude Elizabeth Schexnayder.
13. One lot miscellaneous household furniture, fixtures, appliances and effects situated in late residence of the decedent.
14. One (1) 1987 Toyota Pickup Truck bearing VIN JT4RN67SXH5083129 and represented by La. Certificate of Title No. C6531354.
15. One (1) 1989 Jeep bearing VIN 1J4FJ58L1KL504524 and represented by La. Certificate of Title No. C7271235.
16. One (1) Caterpillar D-6 bulldozer.
17. One (1) lot farm implementary consisting of the following:
 - 4 tractors
 - 1 round baler
 - 1 square baler
 - 1 hay loader

- 1 bush hog
- 1 trailer
- 1 hay binder
- 1 back hoe/loader
- 1 rake
- 1 disc
- 1 chain harrow

18. One (1) herd of cattle consisting of the following:

- 80 cows
- 75 old cows
- 127 baby calves

19. Accrued but unpaid mineral production royalties by Energy Production Corporation.

B. REALTY

1. a. A certain tract of land, with all buildings and improvements thereon, and with all rights, ways, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, having a front of one hundred twenty-eight (128) feet on the Mississippi River, by a depth of three (3) arpents, more or less, bounded in front by the said Mississippi River, West by lands formerly of Mrs. Helene Buquoi, below or east by lands formerly belonging to Elessa Landry and Alphonse Marque, and in the rear by lands now or formerly belonging to Elessa Landry and Alphonse Marque, the rear line of said property being indicated by three iron posts or sticks dividing the said property and the property formerly belonging to Elessa Landry and Alphonse Marque, which posts are in a line running east and west, established by John H. Glanton, C.E. Together with all batture, alluvion and accretion forming part thereof.

- b. A certain parcel or tract of land, with all buildings and improvements thereon, and with all rights, ways, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, fronting fourteen (14) feet on the public gravelled highway along the Mississippi River by a depth between parallel lines to the property formerly belonging to Amedee J. Loupe, now to Albert J. Schexnayder, or assigns, a depth of three and one-half (3½) arpents, more or less, which said strip of land is bounded on one side by lands formerly of Amelcar Jarreau or assigns, and on the other side by lands formerly of the succession of Leo Buquoi, now of Joseph G. Beaud, et al. Together with all batture, alluvion and accretion forming part thereof.

The portion of the above described lots of ground which is situated south of the southerly right of way limits of La. State Hwy No. 420 is

more fully shown and designated as LOT D on that certain plat of survey made by John K. Laws, Jr., Registered Land Surveyor, dated October 18, 1984, a copy of which is filed and recorded under Entry No. 131 of Conveyance Book 274 and Entry No. 703 of Map Book 4, records of Pointe Coupee Parish, Louisiana, reference being herewith made thereto for greater certainty of description.

Being the same property acquired by Lynn Schexnayder, while married to Gertrude Langlois Schexnayder, as follows: He acquired an undivided one-sixth (1/6th) interest therein from Amelcar Jarreau by act of sale dated April 5, 1944, filed and recorded under Entry No. 827 of Book "U" of the conveyance records; he acquired an undivided one-sixth (1/6th) interest therein from Albert Schexnayder, Jr. by act of sale dated January 6, 1950, filed and recorded under Entry No. 97 of Conveyance Book 25; he acquired an undivided one-sixth (1/6th) interest therein from Francis A. Schexnayder by act of sale dated March 12, 1951, filed and recorded under Entry No. 273 of Conveyance Book 31; and he and his wife, Gertrude Langlois Schexnayder, acquired the remaining undivided one-half (1/2) interest therein from Joseph G. Beaud and Evelyn Cassie Beaud by act of sale dated September 8, 1986, filed and recorded under Entry No. 169 of Conveyance Book 301, all records of Pointe Coupee Parish, Louisiana.

Subject to a reservation of one-half of the oil, gas and minerals and oil, gas and mineral rights, in, on, under and that may be produced from the above described property in favor of Joseph G. Beaud and Evelyn Cassie Beaud as contained in the abovementioned sale dated September 8, 1986.

2. A certain tract of land or plantation, situated in the Parish of Pointe Coupee, State of Louisiana, now known as Live Oak Plantation, which plantation is composed of four certain tracts of land described as follows, to-wit:

First: A certain plantation, many years ago known as the "Zenon Forche Plantation" and later known as the "Labatut Plantation", now having a width on the Mississippi River of eight arpents, more or less, and now having a width on the forty arpent line from said river of twelve arpents, more or less, less the three tracts of land donated by Jules Labatut on November 12, 1908, to his three children, Albert Labatut, Miss Clelie Labatut and Mrs. Euphemie Labatut, wife of Oliver C. Provosty, out of the northeast corner of said plantation, back of the public road, by act before Albin Provosty, Notary Public, and recorded in the conveyance records of the Parish of Pointe Coupee, in Conveyance Book 17, Page 15, under the number 26,023; and less the lot of one arpent front on the Public Road by four arpents deep, situated in the northwest corner of that

part of the said plantation, back of the public road, having a width of eight arpents on the Mississippi River, which lot was donated by the said Jules Labatut to Archbishop Janssens for the St. Francis Catholic Church and cemetery on June 5, 1894, by act before Albin Provosty, recorded in Conveyance Book 6, Folio 596, under the number 17,020. That portion of said plantation measuring eight arpents on the Mississippi River, as aforesaid, has a depth of eighty arpents, and the additional portion thereof, adjoining thereto and extending four arpents further up the river, so as to give a width of twelve arpents on said forty arpent line at the forty arpent line, has a depth from said forty arpent line of forty arpents. The said plantation is bounded on the front or North by the Mississippi River, below or East for the distance of six hundred and thirty six feet back from the public road, by the hereinabove described lot, donated as aforesaid to said Mrs. Euphemie Labatut, wife of Judge Olivier O. Provosty, and for the remainder of its depth of eighty arpents from the Mississippi River below or East by the plantation known as the St. Maurice Plantation, formerly belonging to J. H. Stonaker and others; and South or in the rear by lands fronting on False River, and above or West for the distance of four arpents back from the public road by lot donated, as aforesaid by the said Jules Labatut on June 5, 1894, by act before Albin Provosty, Notary Public, to Archbishop Janssens for the St. Francis Catholic Church and cemetery; and back of said Church and cemetery lot, which measures one arpent front on the public road by four arpents deep, the said plantation is bounded above or West, to the depth of forty arpents from the River, by lands originally forming part of this same plantation and sold by Mrs. Jules Labatut to Robert Montgomery on June 19th, 1872, which said sale is recorded under the number 9514 (folio 454) in the Conveyance records of Pointe Coupee Parish; and back of the forty arpents line said plantation is bounded in front or North for the width of the upper four arpents of the twelve arpents width by the lot formerly sold as aforesaid to Robert Montgomery, and above or west by the plantation known as the Sugarland Plantation.

Second: A certain tract of land situated in the Parish of Pointe Coupee, on the right bank of the Mississippi River and forming formerly a part of the "Labatut Plantation" which is the same plantation hereinabove described "First". The said tract of land is bounded in front or North by the Public Road along the Mississippi River; East or below by the lot donated on November 28th, 1914, by said Mrs. O. O. Provosty to her sister, Miss Clélie Labatut (Conveyance Book 19, Page 538; West or above, and South or in the rear by other portions of the said Labatut Plantation. Said lot measures one hundred and forty-four feet front measuring

West from the Lot donated, as above mentioned, to Miss Clélie Labatut, and measures from front to rear, or from North to South, six hundred and thirty-six feet and lies between parallel lines.

Being the same property acquired by the said Mrs. Olivier O. Provosty by donation from her father, Jules Labatut, on November 12, 1908, by act of donation which is recorded in Conveyance Book 17, page 15, of the Parish of Pointe Coupee under the number 26023, less a strip of land which formed a part of the land so donated to her and which measures eighteen feet front by six hundred and thirty-six feet in depth, fronting on the Public Road on the Mississippi River, and bounded below by the land donated by the said Jules Labatut to his daughter, Miss Clélie Labatut, as above mentioned and above by the remainder of the property donated as aforesaid to the said Mrs. Olivier O. Provosty, which strip was donated by the said Mrs. Provosty to her sister, Miss Clélie Labatut on the 28th day of November, 1914, by act before Albin Provosty, Notary Public, and recorded under the number 29,828 in the Conveyance Records of the Parish of Pointe Coupee in Conveyance Book 19, Page 538.

Third: A certain tract of land, with all the buildings and improvements thereon, situated on the Mississippi River, in the Parish of Pointe Coupee, fronting three arpents on said river by a depth of forty arpents, more or less, according to the titles of said property; bounded on one side by the Sugarland Plantation and on the other side by land of the Fairland Baptist Church, and by land now, or formerly belonging to Jules Labatut; and in the rear by land now or formerly belonging to Jules Labatut, together with all the rights, ways, and privileges and servitudes thereto belonging or in any way appertaining.

There is excepted from this tract, a tract of land on the upper front side of the above described property having one arpent front by three in depth, now or formerly belonging to the widow Helen Bourgeois Buquoi; and there is also excepted from this tract another tract of land adjoining the said Buquoi tract measuring three quarters of an arpent by four arpents in depth, now or formerly belonging to Joseph Henry Hebert.

The tracts of land above described First, Second and Third were acquired by Lynn B. Hudson and J. Price Hudson, from J. P. Hudson's Sons Company, Incorporated, by act of sale passed before Edward Richter, Notary Public, on December 8th, 1919, and duly recorded in the Conveyance Records of the Parish of Pointe Coupee under Entry No. 3580, of Book "C".

Fourth: A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, and described, as follows:

Being a tract or parcel of land having an area of twenty-two and one third (22-1/3) acres, bounded on the south by land of J. P. Hudson's Sons and Company, known as the Live Oak Plantation, bounded below by the Live Oak Plantation and above by Marks property, now the property of J. P. Hudson's Sons and Company; said tract of land has a width of one (1) acre on the South end of said property, the side lines both extending northward or towards the Mississippi River between parallel lines for an approximate distance of twenty-six (26) arpents and twenty-one (21) compasses, more or less, so as to include an area of twenty-two and one-third (22-1/3) acres, the north and south lines of the property herein described to be parallel. The Southern boundary line of the property herein described is the back line of what is commonly known as the front concessions, which has a width of one (1) acre.

Being the same property acquired by the commercial firm of J. P. Hudson's Sons & Company, composed of L. B. Hudson, and J. P. Hudson, by act of sale passed before F. C. Claiborne, Notary Public, on October 22, 1924, recorded under Entry No. 8615 of Book "E", of the Conveyance Records of the Parish of Pointe Coupee, State of Louisiana.

Being the same property acquired by Albert J. Schexnayder from L. B. Hudson, et al. by act before Watts K. Leverich, Notary Public, of the City of New Orleans, Parish of Orleans, dated the 27th day of June, 1927 and duly recorded under Entry No. 1963 of Book "P", Pointe Coupee Parish, Louisiana.

There is included in this description all batture land of the above described lands whether included in the above description or not.

The plantation described as "First", "Second", "Third" and "Fourth" above being the same property acquired by Lynn J. Schexnayder, while married to Gertrude Langlois Schexnayder, from Albert J. Schexnayder, by act of sale dated January 18, 1949, filed and recorded under Entry No. 127 of Conveyance Book 23, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: (1) Right-of-way for pipeline purposes in favor of Transcontinental Gas Pipeline Corporation dated May 3, 1949, filed and recorded under Entry No. 1108 of Conveyance Book 23; (2) Right-of-way for pipeline purposes in favor of Transcontinental Gas Pipeline Corporation dated June 3, 1955, filed and recorded under Entry No. 452 of Conveyance Book 40; (3) Right-of-way for pipeline purposes in favor of Texas Eastern Transmission Corporation

dated June 10, 1955, filed and recorded under Entry No. 60 of Conveyance Book 41; (4) Right-of-way for pipeline purposes in favor of Transcontinental Gas Pipeline Corporation dated May 31, 1960, filed and recorded under Entry No. 240 of Conveyance Book 49; (5) Right-of-way for pipeline purposes in favor of Texas Eastern Transmission Corporation dated September 26, 1961, filed and recorded under Entry No. 467 of Conveyance Book 53; (6) Right-of-way for pipeline purposes in favor of Colonial Pipeline Company dated September 19, 1962, filed and recorded under Entry No. 339 of Conveyance Book 54; (7) Easement for natural gas pipeline in favor of the Village of Morganza dated July 16, 1968, filed and recorded under Entry No. 133 of Conveyance Book 79; (8) Right-of-way for pipeline purposes in favor of Colonial Pipeline Company dated October 21, 1975, filed and recorded under Entry No. 54 of Conveyance Book 128; (9) Right-of-way for pipeline purposes in favor of Texas Eastern Transmission Corporation dated August 24, 1981, filed and recorded under Entry No. 98 of Conveyance Book 214; and (10) right-of-way in favor of Pointe Coupee Electric Membership Corporation dated March 8, 1990, filed and recorded under Entry No. 90 of Conveyance Book 346, all records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT THEREFROM:

A certain lot or parcel of land, together with all buildings and improvements thereon, and all of the rights, ways, privileges, prescriptions and advantages thereunto belonging or in anywise appertaining, lying and being situated in Section 4, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, containing 13.884 acres, more or less, being designated as Lot A on and more particularly described according to map entitled "MAP SHOWING SURVEY OF LOT A BEING A CERTAIN LOT OF LAND REMOVED FROM A LARGER TRACT OF LAND FORMERLY KNOWN AS LIVE OAK PLANTATION, SAID LOT OF LAND FRONTS ALONG LA. HWY. NO. 420 WHICH RUNS ALONG THE MISSISSIPPI RIVER IN SECTION 4, T-4-S, R-10-E, SOUTHEASTERN LAND DISTRICT WEST OF THE MISSISSIPPI RIVER, POINTE COUPEE PARISH, LOUISIANA FOR LYNN SCHEKNAYDER", by John K. Laws, Jr., Registered Land Surveyor, dated June 18, 1984, a copy of which is filed and recorded under Entry No. 158 of Conveyance Book 292, and under Map No. 829 of Map Book 4, records of Pointe Coupee Parish, Louisiana, reference being herewith made to said survey for greater certainty of description, as follows:

Commence at an iron pipe located on the south right-of-way line of La. Hwy. No. 420, being the northeast corner of the property herein described and POINT OF BEGINNING; thence run S 4°, 50' 21" W, a distance of 1418.42' to an iron pipe corner; thence run N 85° 40' 02" W, a distance of 178.99' to an iron pipe and corner; thence run N 84° 21' 22" W, a distance of

145.90' to an iron pipe and corner; thence run N 82° 38' 45" W, a distance of 240.11' to an iron pipe and corner marking the southwest corner of the property; thence run N 4° 52' 05" E, a distance of 913.05' to an iron pipe and corner marking the northwest corner of the property; thence run S 86° 25' 26" E, a distance of 183.58' to an iron pipe and corner; thence run S 4° 52' 05" W, a distance of 94.85' to an iron pipe and corner; thence run S 81° 36' 14" E, a distance of 15.58' to an iron pipe and corner; thence run S 4° 30' 28" W, a distance of 251.76' to an iron pipe and corner; thence run S 83° 16' 39" E, a distance of 109.80' to an iron pipe and corner; thence run N 4° 58' 0" E, a distance of 831.66' to an iron pipe located on the south right-of-way line of La. Hwy. No. 420 and corner; thence run S 87° 23' 51" E along the south right-of-way line of La. Hwy. No. 420, a distance of 252.35' to an iron pipe and corner and POINT OF BEGINNING.

Being the same property transferred by Lynn J. Schexnayder and Gertrude Langlois Schexnayder to their daughter, Lynelle Schexnayder Gay, by act of donation dated December 27, 1985, filed and recorded under Entry No. 158 of Conveyance Book 292, records of Pointe Coupee Parish, Louisiana.

3. A certain tract of land, with all buildings and improvements thereon, and with all the batture, alluvion, dereliction, and accretion in front thereof, and with all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in any wise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, and being formerly a part of the St. Maurice Plantation, and which said tract of land is more particularly described as follows:

A certain tract of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, containing one hundred twenty (120) acres, more or less, bounded as follows: in front, or North, by the Public Levee along the Mississippi River, on the upper side or West by property formerly of J. P. Hudson and Sons, now or formerly of Albert J. Schexnayder; on the lower side or East by Lot No. 2 of the Map of survey made by S. N. Garrett, Parish Surveyor, dated September 18th, 1914, recorded under Entry No. 112 of Book "A" of the conveyance records of Pointe Coupee Parish, Louisiana, formerly belonging to Mrs. Ida Parmelee Bourgeois, now to Paul F. Loup or assigns; and on the South, or in the rear, by the right of way of The Texas and Pacific Railway Company, including however, all of the fee underneath said railway company right of way.

The tract of land above described formerly formed a part of the following described larger tract of land from which it was taken, to-wit:

A certain tract of land, situated on the West Bank of the Mississippi River, in the Parish of Pointe Coupee, State of Louisiana, having a front on the public levee of 3-1/8 arpents, and extending back the full depth of the St. Maurice Plantation, of which it heretofore formed a part, and containing 187.05 acres, and being designated as Lot No. 1 on a certain map or plat of survey made by S. N. Garrett, Parish Surveyor, of date September 18th, 1914, which map is attached to an act of sale by Mrs. J. H. Stonaker to Mrs. Joseph Lejeune, dated April 13, 1915, recorded in Conveyance Records of the Parish of Pointe Coupee under Entry No. 112 of Book "A". Which said Lot No. 1 is bounded on the upper side or west by property formerly of J. P. Hudson and Sons, now of A. J. Schexnayder, or assigns, and on the lower side or East by Lot No. 2 of said Map, formerly property of Mrs. Ida Parmelee Bourgeois, now of Paul F. Loup, or assigns.

The larger tract of land immediately above described was acquired by James D. Stonaker, Floyd F. Stonaker, and Mrs. Annie Viola Stonaker Parmelee, by inheritance as the children and sole and only heirs at law of their deceased mother, Mrs. Gertrude Bourgeois Stonaker, as appears from judgment rendered and signed by Hon. W. C. Carruth, Judge in the Matter of the Succession of Mrs. Gertrude Bourgeois Stonaker, No. 1549 on the Docket of the 18th Judicial District Court, in and for the Parish of Pointe Coupee, State of Louisiana, and which judgment was signed on March 29th, 1934, and is duly recorded under Entry No. 2251 of Book "I" of the conveyance records of the office of the Clerk of Court and Recorder of the Parish of Pointe Coupee, Louisiana.

There is included in the description of the tract of land hereinabove described, as part thereof, all of the land lying in front of said above described tract of land, that is, between the tract of land hereinabove described and the Mississippi River, including all batture, alluvion and dereliction, with all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in any wise appertaining.

SUBJECT TO: (1) Right-of-way for the public state blacktop highway along the levee of the Mississippi River; (2) Right-of-way for the public levee along the Mississippi River; (3) Easement granted to Pointe Coupee Electric Membership Corporation dated March 7, 1938, recorded under Entry No. 1911 of Book "O", conveyance records of Pointe Coupee Parish, Louisiana; (4) Right-of-way granted to Transcontinental Gas Pipe Line Corporation dated February 5, 1949, recorded under Entry No. 770 of Conveyance Book 23, records of Pointe Coupee Parish, Louisiana; (5) Right-of-way granted to Texas Eastern Transmission

Corporation dated May 13, 1955, recorded under Entry No. 572 of Conveyance Book 40, records of Pointe Coupee Parish, Louisiana; (6) Right-of-way granted for Louisiana State Hwy. No. 1 along The Texas and Pacific Railway Co. right-of-way.

Being the same property acquired by Lynn J. Schexnayder, while married to Gertrude Langlois Schexnayder, as follows: He acquired an undivided 1/6th interest therein by purchase from Marie F. Stonaker and Beatrice Viola Stonaker by act of sale under private signature, duly acknowledged, filed and recorded January 30, 1961 under Entry No. 144 of Conveyance Book 51; he acquired an undivided 1/12th interest therein by purchase from James Lynn Stonaker by act of sale under private signature, duly acknowledged, filed and recorded February 8, 1961 under Entry No. 168 of Conveyance Book 51; he acquired an undivided 1/2 interest therein by purchase from Annie Viola Stonaker Parmelee by act of sale under private signature, duly acknowledged, filed and recorded February 23, 1961 under Entry No. 196 of Conveyance Book 51; he acquired an undivided 1/12 interest therein by purchase from Gertrude Mary Stonaker Smith by act of sale under private signature, duly acknowledged, filed and recorded March 14, 1961 under Entry No. 241 of Conveyance Book 51; he acquired an undivided 1/12 interest therein by purchase from Edward H. Stonaker by act of sale under private signature, duly acknowledged, filed and recorded March 14, 1961 under Entry No. 242 of Conveyance Book 51; and he acquired an undivided 1/12 interest therein by purchase from Clifton E. Stonaker by act of sale under private signature, duly acknowledged, filed and recorded April 14, 1961 under Entry No. 311 of Conveyance Book 51, all records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: (1) Servitudes of record for pipeline purposes in favor of various companies; (2) Servitude in favor of Gulf States Utilities Company filed and recorded under Entry No. 262 of Conveyance Book 217; and (3) right-of-way in favor of Pointe Coupee Electric Membership Corporation dated March 8, 1990, filed and recorded under Entry No. 90 of Conveyance Book 346, all records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT THEREFROM:

A certain lot or parcel of ground, together with all buildings and improvements thereon, and all the rights, ways, privileges, prescriptions and advantages thereunto belonging or in anywise appertaining, lying and being situated in Sections 5 and 6, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, containing 10.00 acres, more or less, being designated as Lot 1A on and more particularly described according to map

entitled "MAP SHOWING SURVEY OF LOT 1A BEING A CERTAIN LOT OF LAND REMOVED FROM A LARGER LOT OF LAND FORMERLY BEING A PORTION OF ST. MAURICE PLANTATION, SAID LOT BEING LOCATED IN SECTIONS 5 & 6, T-4-S, R-10-E, SOUTHEASTERN LAND DISTRICT WEST OF THE MISSISSIPPI RIVER, POINTE COUPEE PARISH, LOUISIANA, FOR LYNN SCHEKNAYDER"; dated June 2, 1984 by John K. Laws, Jr., Registered Land Surveyor, a copy of which is filed and recorded under Entry No. 159 of Conveyance Book 292, and under Map No. 830 of Map Book 4, records of Pointe Coupee Parish, Louisiana, reference being herewith made to said survey for greater certainty of description, as follows:

Commence at an iron pipe located on the south right-of-way line of La. Hwy. No. 420, being the northwest corner of the property herein described and POINT OF BEGINNING; thence run S 87° 07' 47" E along the south right-of-way line of La. Hwy. No. 420 a distance of 601.24' to an iron pipe located on the south right-of-way line of said La. Hwy. No. 420 and corner; thence run S 4° 10' 52" W a distance of 723.16' to an iron pipe and corner; thence run N 87° 07' 47" W to an iron pipe and corner; thence run N 4° 23' 00" E a distance of 723.22' to an iron pipe located on the south right-of-way line of La. Hwy. No. 420 and POINT OF BEGINNING.

Being the same property transferred by Lynn J. Schexnayder and Gertrude Langlois Schexnayder to their daughter, Mary Ann Schexnayder Goodyear, by act of donation dated December 27, 1985, filed and recorded under Entry No. 159 of Conveyance Book 292, records of Pointe Coupee Parish, Louisiana.

4. A certain tract of land or plantation, situated in the Parish of Pointe Coupee, State of Louisiana, composed of the following tracts of land described as follows, to-wit:

1st: A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, having a front of eight (8) arpents on the Mississippi River by a depth of fifty-eight (58) arpents, more or less; bounded above by lands formerly of Mrs. V. Provosty, and below by land formerly belonging to John Burke; being the same property which was acquired by Mrs. Georgina Provosty from Albin Provosty by act passed before O. O. Provosty, Notary Public, on December 1st, 1899, which act was duly recorded in the conveyance records of the Parish of Pointe Coupee, State of Louisiana, under Entry No. 19,114, which sale included the lot or tract of land purchased from Mrs. Marcel Fabre, by an act passed before C. E. Roy, Notary Public, on January 14, 1897, and recorded in the conveyance records of the Parish of Pointe Coupee, under Entry No. 17,712, described as follows, to-wit:

A certain tract of land measuring nine (9) acres in area and forming part of land formerly of Nemours W. Platt situated in the Parish of Pointe Coupee, said lot presently described being a portion of Lot Eighty-two (82), Township 4 South, Range 10 East, lying and being on the west side of Bayou Pont and being bounded on the west by land formerly of McGinty and on the north by land of formerly of John Burke, all of which will more fully appear by plat of said lot made by John H. Glanton, C.E., and attached to an act of sale from James W. McGinty to Nemours W. Platt and recorded in Conveyance Book "Q", under Entry No. 1081, of the records of Pointe Coupee Parish, Louisiana.

2nd: A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, having a front of one (1) arpent on the Mississippi River by a depth of forty (40) arpents, more or less; bounded by land formerly of Ledoux heirs and above by Lot No. Two of the Old Scott Plantation.

3rd: A certain tract of land with all the buildings and improvements thereon fronting on the Mississippi River, with an original depth between parallel lines of forty (40) acres; bounded on one side by land now or formerly of heirs of Raphael Provosty and on the other side by the land of Stewart Lee. Being the same property which was acquired by Raphael Provosty from Miss Virginia O. Provosty on April 1st, 1914 by act passed before Albin Provosty, Notary Public, which was duly recorded in the conveyance records of the Parish of Pointe Coupee under Entry No. 29,535, all as shown by map made by S. N. Garrett, C.E., on March 14, 1940, which map is annexed to the act of sale from James W. McGinty to Nemours Platt, recorded in the conveyance records of Pointe Coupee Parish, Louisiana, under Book "Q", Entry No. 1081.

LESS AND EXCEPT seventy-five (75) acres of land reserved by James W. McGinty taken from the western portion of said above described property, the property herein excepted having a front of seven hundred nine and 85/100 feet (709.85) on the public road along the levee, by a depth between parallel lines to the Portage Drainage District Canal; bounded on the north by the public road on which it fronts; east by the remainder of the larger tract from which it is taken; south by the Portage Drainage District Canal; and west by property of the heirs of Stewart Lee; all as if fully shown and designated on said map above mentioned, between the letters A, B, C & D.

The above described property herein described is part of the same land purchased by James W. McGinty from Albin Provosty by act of sale dated September 6, 1928, filed and recorded September 6, 1928 in the conveyance records of

the Parish of Pointe Coupee, Louisiana, in Book "C", under Entry No. 121.

Included in this description is the batture lying in front of the property herein described and in front of the property reserved by James McGinty, but said batture is subject to any rights of the Atchafalaya Basin Levee District thereon for levee purposes.

Being the same property acquired by Lynn Schexnayder, while married to Gertrude Langlois Schexnayder, from Nemours W. Platt by act of sale dated March 31, 1955, filed and recorded under Entry No. 147 of Conveyance Book 40, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: (1) Servitude in favor of Gulf States Utilities Company dated October 18, 1973, filed and recorded under Entry No. 207 of Conveyance Book 117; and (2) Royalty deed dated August 10, 1981, filed and recorded under Entry Nos. 8 and 9 of Conveyance Book 213, records of Pointe Coupee Parish, Louisiana.

5. A certain lot or parcel of land, together with all buildings and improvements thereon, and with all rights, ways, privileges and servitudes and appurtenances thereunto belonging on in any wise appertaining, situated at Oscar in the Parish of Pointe Coupee, State of Louisiana, being known and designated as LOT E on a map of survey made by Daryl B. Patin, Registered Land Surveyor, dated June 5, 1973 and revised to show said "LOT E" on September 10, 1976, a copy of which map of survey is annexed to an act of sale recorded under Entry No. 238 of Book 134 of the conveyance records of Pointe Coupee Parish, Louisiana and which map of survey is made a part hereof by reference for greater certainty of description. Said Lot E has a front of one hundred twenty-two (122) feet on the north right of way limits of the Public State Highway which runs along False River (now known as Louisiana State Highway No. 1) by a depth on its eastern boundary line of two hundred ninety-four & 7/10 (294.7) feet, more or less, extending to False River, a depth on its western boundary line of three hundred thirty-nine & 2/10 (339.2) feet, more or less, extending to False River, and having a width on its rear or northern boundary line of one hundred nine & 73/100 (109.73) feet and being bounded as follows: On the South by the right of way of said Louisiana State Highway No. 1; on the East by the west bank of the drainage ditch shown on said map of survey (which drainage ditch separates said "Lot E" from property belonging to Berline E. Perkins); on the West by property belonging to Willie I. Hurdle, Jr. and Eugene J. Bonaventure and on the North by False River.

Being the same property acquired by Lynn J. Schexnayder and Mrs. Gertrude Langlois Schexnayder from Hampton Pitcher Stewart, Jr. by act of sale dated March 2, 1982, filed and

recorded under Entry No. 194 of Conveyance Book 224, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO (1) a reservation of all of the oil, gas and minerals and all of the oil, gas and mineral rights, in, on, under and that may be produced from the above described property in favor of Hampton Pitcher Stewart, Jr. as contained in the aforementioned act of sale; and (2) drainage servitude in favor of the Pointe Coupee Parish Police Jury dated April 15, 1983, filed and recorded under Entry No. 29 of Conveyance Book 246, records of Pointe Coupee Parish, Louisiana.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mary Ann Schexnayder Goodyear, born Schexnayder, wife of Bob Allen Goodyear, be and she is hereby recognized as the daughter and particular legatee of the decedent under the terms of her aforesaid last will and testament and, as such, the owner, and is hereby sent into possession of the following described property, subject to the usufruct in favor of her father, Lynn J. Schexnayder, for the remainder of his life or until remarriage, viz:

- A. An undivided one-half (1/2) interest in and to all of the oil, gas and minerals and mineral rights in and to all real estate owned by the succession of the decedent, wherever situated, including all separate property and her undivided one-half interest in all community property, said property being described above and below in this judgment.
- B. A certain tract of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River and being located in Sections 23, 24, 82, 83, 84 and portions of Sections 25 and 85, Township Four (4) South, Range Ten (10) East, which said tract of land contains 378.54 acres, exclusive of the batture in front thereof, and exclusive of the lot hereinafter excepted from said tract, and said tract being designated as TRACT A on a plat of survey and division of the Antoine Langlois property made by Toxie Craft, Civil Engineer, dated October 23, 1973, an official copy of which plat is annexed to and made a part of an act of partition dated October 5, 1976, filed and recorded under Entry No. 220 of Conveyance Book 135 and Map No. 56 of Map Book 3, records of Pointe Coupee Parish, Louisiana, reference being herewith made to said plat for greater certainty of description. Said Tract A being more fully described according to said plat of survey as follows: Beginning at the intersection of the property line between property of Lynn Schexnayder and property formerly of Antoine R. Langlois with the south right-of-way limits of Louisiana Highway No. 10 (being the northwest corner of Tract A); thence traverse along the south right-of-way limits of Louisiana Highway No. 10 in a general northeasterly direction, the distance and bearings shown on said plat, being a total distance of 3,875.30 feet to the northeast corner of said

Tract A; thence proceed south 5° 58' 37" west a distance of 8,416.49 feet to the southeast corner of said Tract A; thence proceed south 88° 45' west a distance of 2,175.89 feet to a point; being the southwest corner of said Tract A and also the southwest corner of Section 82, Township 4 South, Range 10 East; thence proceed north 3° 48' 21" East a distance of 5,836.78 feet to the northwest corner of said Tract A and the point of beginning, together with all of the batture, alluvion and accretion in front of said property and as fully shown on the aforementioned plat of survey for greater certainty of description, said batture, alluvion and accretion being the area situated north of said Tract A and defined by projections of the side lines of said tract to the bank of the Mississippi River, all of which is shown on said plat. Said Tract A is bounded as follows: North by the Mississippi River; on the East by Tract B of said plat of survey, being the property formerly of Hazel Langlois Powers, now of Lynelle Schexnayder Gay; on the South by properties of Hamilton E. Gray, Gaston Langlois, Auguste A. Bondy, Sr., et al., or assigns, and by Richard S. Patin, and on the West by property of Lynn J. Schexnayder.

LESS AND EXCEPT from said above described Tract A that certain irregularly shaped lot situated along the westernmost boundary of said tract, shown on said plat to be 9.7 acres, more or less, which said lot was previously sold.

Being the same property acquired by Gertrude Langlois Schexnayder from her parents, Antoine Langlois and Lillie Hess Langlois, by act of donation dated July 2, 1973, filed and recorded under Entry No. 39 of Conveyance Book 111, records of Pointe Coupee Parish, Louisiana. For further title information see act of boundary revision between Gertrude Langlois Schexnayder, et al., dated October 5, 1976 filed and recorded under Entry No. 220 of Conveyance Book 135, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: (1) Royalty deeds dated August 10, 1981, filed and recorded under Entry Nos. 8 and 9 of Conveyance Book 213, records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT FURTHER an undivided one-half (1/2) interest in and to that certain portion thereof lying within the confines of the catch lot and catch pen situated on said land, which undivided one-half interest therein is inherited by Lynelle Schexnayder Gay as set forth hereinbelow.

SUBJECT TO mineral servitude equal to an undivided one-half interest in the mineral rights affecting said property in favor of Lynelle Schexnayder Gay as set forth below in this judgment.

- C. The cash sum of Sixty-five Thousand And No/100 (\$65,000.00) Dollars.
- D. An undivided twenty-one and 7/10 (21.7%) per cent interest in and to the decedent's undivided one-half (1/2) interest in and to the following cattle:

One (1) herd of cattle consisting of the following:

80 cows
75 old cows
127 baby calves

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lynelle Schexnayder Gay, born Schexnayder, wife of Andrew Price Gay, Jr., be and she is hereby recognized as the daughter and particular legatee of the decedent under the terms of her aforesaid last will and testament and, as such, the owner, and is hereby sent into possession of the following described property, subject to the usufruct in favor of her father, Lynn J. Schexnayder, for the remainder of his life or until remarriage, viz:

- A. An undivided one-half (1/2) interest in and to all of the oil, gas and minerals and mineral rights in and to all real estate owned by the succession of the decedent, wherever situated, including all separate property and her undivided one-half interest in all community property, said property being described above and below in this judgment.
- B. An undivided one-half (1/2) interest in and to that certain portion of the realty inherited by Mary Ann Schexnayder Goodyear and described as "B." on page -15- hereinabove, which portion lies within the confines of the catch lot and catch pen situated on said land.
- C. An undivided sixty-three and 8/100 (63.08%) per cent interest in and to the decedent's undivided one-half (1/2) interest in and to the following described property, to-wit:

1. a. A certain tract of land, with all buildings and improvements thereon, and with all rights, ways, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, having a front of one hundred twenty-eight (128) feet on the Mississippi River, by a depth of three (3) arpents, more or less, bounded in front by the said Mississippi River, West by lands formerly of Mrs. Helene Buquoi, below or east by lands formerly belonging to Elesse Landry and Alphonse Marque, and in the rear by lands now or formerly belonging to Elesse Landry and Alphonse Marque, the rear line of said property being indicated by three iron posts or sticks dividing the said property and the property formerly belonging to Elesse Landry and Alphonse Marque, which posts are in a line running east and west, established by John H. Glanton, C.E. Together with all batture, alluvion and accretion forming part thereof.

b. A certain parcel or tract of land, with all buildings and improvements thereon, and with all rights, ways, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, fronting fourteen (14) feet on the public gravelled highway along the Mississippi River by a depth between parallel lines to the property formerly belonging to Amedee J. Loupe, now to Albert J. Schexnayder, or assigns, a depth of three and one-half (3½) arpents, more or less, which said strip of land is bounded on one side by lands formerly of Amelcar Jarreau or assigns, and on the other side by lands formerly of the succession of Leo Buquoi, now of Joseph G. Beaud, et al. Together with all batture, alluvion and accretion forming part thereof.

The portion of the above described lots of ground which is situated south of the southerly right of way limits of La. State Hwy No. 420 is more fully shown and designated as LOT D on that certain plat of survey made by John K. Laws, Jr., Registered Land Surveyor, dated October 18, 1984, a copy of which is filed and recorded under Entry No. 131 of Conveyance Book 274 and Entry No. 703 of Map Book 4, records of Pointe Coupee Parish, Louisiana, reference being herewith made thereto for greater certainty of description.

Being the same property acquired by Lynn Schexnayder, while married to Gertrude Langlois Schexnayder, as follows: He acquired an undivided one-sixth (1/6th) interest therein from Amelcar Jarreau by act of sale dated April 5, 1944, filed and recorded under Entry No. 827 of Book "U" of the conveyance records; he acquired an undivided one-sixth (1/6th) interest therein from Albert Schexnayder, Jr. by act of sale dated January 6, 1950, filed and recorded under Entry No. 97 of Conveyance Book 25; he acquired an undivided one-sixth (1/6th) interest therein from Francis A. Schexnayder by act of sale dated March 12, 1951, filed and recorded under Entry No. 273 of Conveyance Book 31; and he and his wife, Gertrude Langlois Schexnayder, acquired the remaining undivided one-half (1/2) interest therein from Joseph G. Beaud and Evelyn Cassie Beaud by act of sale dated September 8, 1986, filed and recorded under Entry No. 169 of Conveyance Book 301, all records of Pointe Coupee Parish, Louisiana.

Subject to a reservation of one-half of the oil, gas and minerals and oil, gas and mineral rights, in, on, under and that may be produced from the above described property in favor of Joseph G. Beaud and Evelyn Cassie Beaud as contained in the abovementioned sale dated September 8, 1986.

2. A certain tract of land or plantation, situated in the Parish of Pointe Coupee, State of Louisiana, now known as Live Oak Plantation,

which plantation is composed of four certain tracts of land described as follows, to-wit:

First: A certain plantation, many years ago known as the "Zenon Porche Plantation" and later known as the "Labatut Plantation", now having a width on the Mississippi River of eight arpents, more or less, and now having a width on the forty arpent line from said river of twelve arpents, more or less, less the three tracts of land donated by Jules Labatut on November 12, 1908, to his three children, Albert Labatut, Miss Clelie Labatut and Mrs. Euphemie Labatut, wife of Oliver C. Provosty, out of the northeast corner of said plantation, back of the public road, by act before Albin Provosty, Notary Public, and recorded in the conveyance records of the Parish of Pointe Coupee, in Conveyance Book 17, Page 15, under the number 26,023; and less the lot of one arpent front on the Public Road by four arpents deep, situated in the northwest corner of that part of the said plantation, back of the public road, having a width of eight arpents on the Mississippi River, which lot was donated by the said Jules Labatut to Archbishop Janssens for the St. Francis Catholic Church and cemetery on June 5, 1894, by act before Albin Provosty, recorded in Conveyance Book 6, Folio 596, under the number 17,020. That portion of said plantation measuring eight arpents on the Mississippi River, as aforesaid, has a depth of eighty arpents, and the additional portion thereof, adjoining thereto and extending four arpents further up the river, so as to give a width of twelve arpents on said forty arpent line at the forty arpent line, has a depth from said forty arpent line of forty arpents. The said plantation is bounded on the front or North by the Mississippi River, below or East for the distance of six hundred and thirty six feet back from the public road, by the hereinabove described lot, donated as aforesaid to said Mrs. Euphemie Labatut, wife of Judge Olivier O. Provosty, and for the remainder of its depth of eighty arpents from the Mississippi River below or East by the plantation known as the St. Maurice Plantation, formerly belonging to J. H. Stonaker and others; and South or in the rear by lands fronting on False River, and above or West for the distance of four arpents back from the public road by lot donated, as aforesaid by the said Jules Labatut on June 5, 1894, by act before Albin Provosty, Notary Public, to Archbishop Janssens for the St. Francis Catholic Church and cemetery; and back of said Church and cemetery lot, which measures one arpent front on the public road by four arpents deep, the said plantation is bounded above or West, to the depth of forty arpents from the River, by lands originally forming part of this same plantation and sold by Mrs. Jules Labatut to Robert Montgomery on June 19th, 1872, which said sale is recorded under the number 9514 (folio 454) in the Conveyance records of Pointe

Coupee Parish; and back of the forty arpents line said plantation is bounded in front or North for the width of the upper four arpents of the twelve arpents width by the lot formerly sold as aforesaid to Robert Montgomery, and above or west by the plantation known as the Sugarland Plantation.

Second: A certain tract of land situated in the Parish of Pointe Coupee, on the right bank of the Mississippi River and forming formerly a part of the "Labatut Plantation" which is the same plantation hereinabove described "First". The said tract of land is bounded in front or North by the Public Road along the Mississippi River; East or below by the lot donated on November 28th, 1914, by said Mrs. O. O. Provosty to her sister, Miss Clélie Labatut (Conveyance Book 19, Page 538; West or above, and South or in the rear by other portions of the said Labatut Plantation. Said lot measures one hundred and forty-four feet front measuring West from the Lot donated, as above mentioned, to Miss Clélie Labatut, and measures from front to rear, or from North to South, six hundred and thirty-six feet and lies between parallel lines.

Being the same property acquired by the said Mrs. Olivier O. Provosty by donation from her father, Jules Labatut, on November 12, 1908, by act of donation which is recorded in Conveyance Book 17, page 15, of the Parish of Pointe Coupee under the number 26023, less a strip of land which formed a part of the land so donated to her and which measures eighteen feet front by six hundred and thirty-six feet in depth, fronting on the Public Road on the Mississippi River, and bounded below by the land donated by the said Jules Labatut to his daughter, Miss Clélie Labatut, as above mentioned and above by the remainder of the property donated as aforesaid to the said Mrs. Olivier O. Provosty, which strip was donated by the said Mrs. Provosty to her sister, Miss Clélie Labatut on the 28th day of November, 1914, by act before Albin Provosty, Notary Public, and recorded under the number 29,828 in the Conveyance Records of the Parish of Pointe Coupee in Conveyance Book 19, Page 538.

Third: A certain tract of land, with all the buildings and improvements thereon, situated on the Mississippi River, in the Parish of Pointe Coupee, fronting three arpents on said river by a depth of forty arpents, more or less, according to the titles of said property; bounded on one side by the Sugarland Plantation and on the other side by land of the Fairland Baptist Church, and by land now, or formerly belonging to Jules Labatut; and in the rear by land now or formerly belonging to Jules Labatut, together with all the rights, ways, and privileges and servitudes thereto belonging or in any way appertaining.

There is excepted from this tract, a tract of land on the upper front side of the above described property having one arpent front by three in depth, now or formerly belonging to the widow Helen Bourgeois Buquoi; and there is also excepted from this tract another tract of land adjoining the said Buquoi tract measuring three quarters of an arpent by four arpents in depth, now or formerly belonging to Joseph Henry Hebert.

The tracts of land above described First, Second and Third were acquired by Lynn B. Hudson and J. Price Hudson, from J. P. Hudson's Sons Company, Incorporated, by act of sale passed before Edward Richter, Notary Public, on December 8th, 1919, and duly recorded in the Conveyance Records of the Parish of Pointe Coupee under Entry No. 3580, of Book "C".

Fourth: A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, and described, as follows:

Being a tract or parcel of land having an area of twenty-two and one third (22-1/3) acres, bounded on the south by land of J. P. Hudson's Sons and Company, known as the Live Oak Plantation, bounded below by the Live Oak Plantation and above by Marks property, now the property of J. P. Hudson's Sons and Company; said tract of land has a width of one (1) acre on the South end of said property, the side lines both extending northward or towards the Mississippi River between parallel lines for an approximate distance of twenty-six (26) arpents and twenty-one (21) compasses, more or less, so as to include an area of twenty-two and one-third (22-1/3) acres, the north and south lines of the property herein described to be parallel. The Southern boundary line of the property herein described is the back line of what is commonly known as the front concessions, which has a width of one (1) acre.

Being the same property acquired by the commercial firm of J. P. Hudson's Sons & Company, composed of L. B. Hudson, and J. P. Hudson, by act of sale passed before F. C. Claiborne, Notary Public, on October 22, 1924, recorded under Entry No. 8615 of Book "E", of the Conveyance Records of the Parish of Pointe Coupee, State of Louisiana.

Being the same property acquired by Albert J. Schexnayder from L. B. Hudson, et al. by act before Watts K. Leverich, Notary Public, of the City of New Orleans, Parish of Orleans, dated the 27th day of June, 1927 and duly recorded under Entry No. 1963 of Book "F", Pointe Coupee Parish, Louisiana.

There is included in this description all bature land of the above described lands whether included in the above description or not.

The plantation described as "First", "Second", "Third" and "Fourth" above being the same property acquired by Lynn J. Schexnayder, while married to Gertrude Langlois Schexnayder, from Albert J. Schexnayder, by act of sale dated January 18, 1949, filed and recorded under Entry No. 127 of Conveyance Book 23, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: (1) Right-of-way for pipeline purposes in favor of Transcontinental Gas Pipeline Corporation dated May 3, 1949, filed and recorded under Entry No. 1108 of Conveyance Book 23; (2) Right-of-way for pipeline purposes in favor of Transcontinental Gas Pipeline Corporation dated June 3, 1955, filed and recorded under Entry No. 452 of Conveyance Book 40; (3) Right-of-way for pipeline purposes in favor of Texas Eastern Transmission Corporation dated June 10, 1955, filed and recorded under Entry No. 60 of Conveyance Book 41; (4) Right-of-way for pipeline purposes in favor of Transcontinental Gas Pipeline Corporation dated May 31, 1960, filed and recorded under Entry No. 240 of Conveyance Book 49; (5) Right-of-way for pipeline purposes in favor of Texas Eastern Transmission Corporation dated September 26, 1961, filed and recorded under Entry No. 467 of Conveyance Book 53; (6) Right-of-way for pipeline purposes in favor of Colonial Pipeline Company dated September 19, 1962, filed and recorded under Entry No. 339 of Conveyance Book 54; (7) Easement for natural gas pipeline in favor of the Village of Morganza dated July 16, 1968, filed and recorded under Entry No. 133 of Conveyance Book 79; (8) Right-of-way for pipeline purposes in favor of Colonial Pipeline Company dated October 21, 1975, filed and recorded under Entry No. 54 of Conveyance Book 128; (9) Right-of-way for pipeline purposes in favor of Texas Eastern Transmission Corporation dated August 24, 1981, filed and recorded under Entry No. 98 of Conveyance Book 214; and (10) right-of-way in favor of Pointe Coupee Electric Membership Corporation dated March 8, 1990, filed and recorded under Entry No. 90 of Conveyance Book 346, all records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT THEREFROM:

A certain lot or parcel of land, together with all buildings and improvements thereon, and all of the rights, ways, privileges, prescriptions and advantages thereunto belonging or in anywise appertaining, lying and being situated in Section 4, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, containing 13.884 acres, more or less, being designated as Lot A on and more particularly described according to map entitled "MAP SHOWING SURVEY OF LOT A BEING A CERTAIN LOT OF LAND REMOVED FROM A LARGER TRACT OF LAND FORMERLY KNOWN AS LIVE OAK PLANTATION, SAID LOT OF LAND FRONTS ALONG LA. HWY. NO. 420 WHICH RUNS ALONG THE MISSISSIPPI RIVER IN SECTION 4, T-4-S, R-10-E,

SOUTHEASTERN LAND DISTRICT WEST OF THE MISSISSIPPI RIVER, POINTE COUPEE PARISH, LOUISIANA FOR LYNN SCHEXNAYDER", by John K. Laws, Jr., Registered Land Surveyor, dated June 18, 1984, a copy of which is filed and recorded under Entry No. 158 of Conveyance Book 292, and under Map No. 829 of Map Book 4, records of Pointe Coupee Parish, Louisiana, reference being herewith made to said survey for greater certainty of description, as follows:

Commence at an iron pipe located on the south right-of-way line of La. Hwy. No. 420, being the northeast corner of the property herein described and POINT OF BEGINNING; thence run S 4° 50' 21" W, a distance of 1418.42' to an iron pipe corner; thence run N 85° 40' 02" W, a distance of 178.99' to an iron pipe and corner; thence run N 84° 21' 22" W, a distance of 145.90' to an iron pipe and corner; thence run N 82° 38' 45" W, a distance of 240.11' to an iron pipe and corner marking the southwest corner of the property; thence run N 4° 52' 05" E, a distance of 913.05' to an iron pipe and corner marking the northwest corner of the property; thence run S 86° 25' 26" E, a distance of 183.58' to an iron pipe and corner; thence run S 4° 52' 05" W, a distance of 94.85' to an iron pipe and corner; thence run S 81° 36' 14" E, a distance of 15.58' to an iron pipe and corner; thence run S 4° 30' 28" W, a distance of 251.76' to an iron pipe and corner; thence run S 83° 16' 39" E, a distance of 109.80' to an iron pipe and corner; thence run N 4° 58' 0" E, a distance of 831.66' to an iron pipe located on the south right-of-way line of La. Hwy. No. 420 and corner; thence run S 87° 23' 51" E along the south right-of-way line of La. Hwy. No. 420, a distance of 252.35' to an iron pipe and corner and POINT OF BEGINNING.

Being the same property transferred by Lynn J. Schexnayder and Gertrude Langlois Schexnayder to their daughter, Lynelle Schexnayder Gay, by act of donation dated December 27, 1985, filed and recorded under Entry No. 158 of Conveyance Book 292, records of Pointe Coupee Parish, Louisiana.

3. A certain tract of land, with all buildings and improvements thereon, and with all the batture, alluvion, dereliction, and accretion in front thereof, and with all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in any wise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, and being formerly a part of the St. Maurice Plantation, and which said tract of land is more particularly described as follows:

A certain tract of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, containing one hundred twenty (120) acres, more or less, bounded as follows: in front, or North, by the Public Levee along the Mississippi River, on

the upper side or West by property formerly of J. P. Hudson and Sons, now or formerly of Albert J. Schexnayder; on the lower side or East by Lot No. 2 of the Map of survey made by S. N. Garrett, Parish Surveyor, dated September 18th, 1914, recorded under Entry No. 112 of Book "A" of the conveyance records of Pointe Coupee Parish, Louisiana, formerly belonging to Mrs. Ida Parmelee Bourgeois, now to Paul F. Loup or assigns; and on the South, or in the rear, by the right of way of The Texas and Pacific Railway Company, including however, all of the fee underneath said railway company right of way.

The tract of land above described formerly formed a part of the following described larger tract of land from which it was taken, to-wit:

A certain tract of land, situated on the West Bank of the Mississippi River, in the Parish of Pointe Coupee, State of Louisiana, having a front on the public levee of 3-1/8 arpents, and extending back the full depth of the St. Maurice Plantation, of which it heretofore formed a part, and containing 187.05 acres, and being designated as Lot No. 1 on a certain map or plat of survey made by S. N. Garrett, Parish Surveyor, of date September 18th, 1914, which map is attached to an act of sale by Mrs. J. H. Stonaker to Mrs. Joseph Lejeune, dated April 13, 1915, recorded in Conveyance Records of the Parish of Pointe Coupee under Entry No. 112 of Book "A". Which said Lot No. 1 is bounded on the upper side or west by property formerly of J. P. Hudson and Sons, now of A. J. Schexnayder, or assigns, and on the lower side or East by Lot No. 2 of said Map, formerly property of Mrs. Ida Parmelee Bourgeois, now of Paul F. Loup, or assigns.

The larger tract of land immediately above described was acquired by James D. Stonaker, Floyd F. Stonaker, and Mrs. Annie Viola Stonaker Parmelee, by inheritance as the children and sole and only heirs at law of their deceased mother, Mrs. Gertrude Bourgeois Stonaker, as appears from judgment rendered and signed by Hon. W. C. Carruth, Judge in the Matter of the Succession of Mrs. Gertrude Bourgeois Stonaker, No. 1549 on the Docket of the 18th Judicial District Court, in and for the Parish of Pointe Coupee, State of Louisiana, and which judgment was signed on March 29th, 1934, and is duly recorded under Entry No. 2251 of Book "I" of the conveyance records of the office of the Clerk of Court and Recorder of the Parish of Pointe Coupee, Louisiana.

There is included in the description of the tract of land hereinabove described, as part thereof, all of the land lying in front of said above described tract of land, that is, between the tract of land hereinabove described and the Mississippi River, including all batture,

alluvion and dereliction, with all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in any wise appertaining.

SUBJECT TO: (1) Right-of-way for the public state blacktop highway along the levee of the Mississippi River; (2) Right-of-way for the public levee along the Mississippi River; (3) Easement granted to Pointe Coupee Electric Membership Corporation dated March 7, 1938, recorded under Entry No. 1911 of Book "O", conveyance records of Pointe Coupee Parish, Louisiana; (4) Right-of-way granted to Transcontinental Gas Pipe Line Corporation dated February 5, 1949, recorded under Entry No. 770 of Conveyance Book 23, records of Pointe Coupee Parish, Louisiana; (5) Right-of-way granted to Texas Eastern Transmission Corporation dated May 13, 1955, recorded under Entry No. 572 of Conveyance Book 40, records of Pointe Coupee Parish, Louisiana; (6) Right-of-way granted for Louisiana State Hwy. No. 1 along The Texas and Pacific Railway Co. right-of-way.

Being the same property acquired by Lynn J. Schexnayder, while married to Gertrude Langlois Schexnayder, as follows: He acquired an undivided 1/6th interest therein by purchase from Marie F. Stonaker and Beatrice Viola Stonaker by act of sale under private signature, duly acknowledged, filed and recorded January 30, 1961 under Entry No. 144 of Conveyance Book 51; he acquired an undivided 1/12th interest therein by purchase from James Lynn Stonaker by act of sale under private signature, duly acknowledged, filed and recorded February 8, 1961 under Entry No. 168 of Conveyance Book 51; he acquired an undivided 1/2 interest therein by purchase from Annie Viola Stonaker Parmelee by act of sale under private signature, duly acknowledged, filed and recorded February 23, 1961 under Entry No. 196 of Conveyance Book 51; he acquired an undivided 1/12 interest therein by purchase from Gertrude Mary Stonaker Smith by act of sale under private signature, duly acknowledged, filed and recorded March 14, 1961 under Entry No. 241 of Conveyance Book 51; he acquired an undivided 1/12 interest therein by purchase from Edward H. Stonaker by act of sale under private signature, duly acknowledged, filed and recorded March 14, 1961 under Entry No. 242 of Conveyance Book 51; and he acquired an undivided 1/12 interest therein by purchase from Clifton E. Stonaker by act of sale under private signature, duly acknowledged, filed and recorded April 14, 1961 under Entry No. 311 of Conveyance Book 51, all records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: (1) Servitudes of record for pipeline purposes in favor of various companies; (2) Servitude in favor of Gulf States Utilities Company filed and recorded

under Entry No. 262 of Conveyance Book 217; and (3) right-of-way in favor of Pointe Coupee Electric Membership Corporation dated March 8, 1990, filed and recorded under Entry No. 90 of Conveyance Book 346, all records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT THEREFROM:

A certain lot or parcel of ground, together with all buildings and improvements thereon, and all the rights, ways, privileges, prescriptions and advantages thereunto belonging or in anywise appertaining, lying and being situated in Sections 5 and 6, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, containing 10.00 acres, more or less, being designated as Lot 1A on and more particularly described according to map entitled "MAP SHOWING SURVEY OF LOT 1A BEING A CERTAIN LOT OF LAND REMOVED FROM A LARGER LOT OF LAND FORMERLY BEING A PORTION OF ST. MAURICE PLANTATION, SAID LOT BEING LOCATED IN SECTIONS 5 & 6, T-4-S, R-10-E, SOUTHEASTERN LAND DISTRICT WEST OF THE MISSISSIPPI RIVER, POINTE COUPEE PARISH, LOUISIANA, FOR LYNN SCHEXNAYDER", dated June 2, 1984 by John K. Laws, Jr., Registered Land Surveyor, a copy of which is filed and recorded under Entry No. 159 of Conveyance Book 292, and under Map No. 830 of Map Book 4, records of Pointe Coupee Parish, Louisiana, reference being herewith made to said survey for greater certainty of description, as follows:

Commence at an iron pipe located on the south right-of-way line of La. Hwy. No. 420, being the northwest corner of the property herein described and POINT OF BEGINNING; thence run S 87° 07' 47" E along the south right-of-way line of La. Hwy. No. 420 a distance of 601.24' to an iron pipe located on the south right-of-way line of said La. Hwy. No. 420 and corner; thence run S 4° 10' 52" W a distance of 723.16' to an iron pipe and corner; thence run N 87° 07' 47" W to an iron pipe and corner; thence run N 4° 23' 00" E a distance of 723.22' to an iron pipe located on the south right-of-way line of La. Hwy. No. 420 and POINT OF BEGINNING.

Being the same property transferred by Lynn J. Schexnayder and Gertrude Langlois Schexnayder to their daughter, Mary Ann Schexnayder Goodyear, by act of donation dated December 27, 1985, filed and recorded under Entry No. 159 of Conveyance Book 292, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO mineral servitude equal to an undivided one-half interest in the mineral rights affecting the property described as C. 1. 2. and 3. above in favor of Mary Ann Schexnayder Goodyear as set forth above in this judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lynn J.

Schexnayder be and he is hereby recognized as the particular legatee of the decedent under the terms of her aforesaid last will and testament and,

as such, the usufructuary, and is hereby sent into possession of the usufruct for the remainder of his life or until remarriage of all that property inherited by Mary Ann Schexnayder Goodyear and Lynelle Schexnayder Gay under the particular legacies described hereinabove in this judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lynn J. Schexnayder, as trustee, be and he is hereby recognized as the owner and sent into possession of the remainder and residue of all property belonging to the decedent's succession, to be administered by him under the terms of the Gertrude Langlois Schexnayder Testamentary Trust as created under the terms of the decedent's aforesaid last will and testament filed and recorded under Entry No. 38 of Conveyance Book 350, records of Pointe Coupee Parish, Louisiana, said property consisting more particularly of the following, to-wit:

- A. All of the decedent's undivided interest in and to all community property described hereinabove in this judgment, less those portions inherited by Mary Ann Schexnayder Goodyear and Lynelle Schexnayder Gay as set forth hereinabove, and less and except as well the mineral rights affecting same also inherited by them as aforesaid.
- B. The following described separate property of the decedent, subject to the mineral servitudes representing all of the oil, gas and minerals and mineral rights created through the inheritance of same by Mary Ann Schexnayder Goodyear and Lynelle Schexnayder Gay as provided for above in this judgment, (the mineral servitudes described as 3, 20, 21 and 22 hereinafter are inherited by Mary Ann Schexnayder Goodyear and Lynelle Schexnayder Gay as provided above) viz:
 1. An undivided one-half of an undivided fifty-five-three hundred thirty-sixths ($1/2$ of 55/336ths) interest in and to the following described property, to-wit:

A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, containing 113.74 acres being in fractional section 35, T-4-S, R-11-E, and being designated as Lot No. 2 on a Map of Partition made by S. N. Garrett, Surveyor, dated November 27, 1913, annexed to and made a part of an Act of Partition, under Private Signature, acknowledged, among Norbert Langlois, et al., filed and recorded April 3, 1946, under Entry No. 323 of Conveyance Book "Y" of the records of Pointe Coupee Parish, Louisiana; said Lot No. 2 being bounded as follows: North by Lot No. 1 of said Map of Partition; East by Sections 6 & 8, T-4-S, R-11-E; South by Sections 8 & 36, T-4-S, R-11-E; and West by Section 86, T-4-S, R-10-E.

An undivided one-seventh (1/7) interest was acquired by Antoine Langlois by inheritance from his mother, Manuella Basso Langlois, as shown by judgment of possession in the "Succession of Raoul Langlois and Manuella Basso Langlois", bearing No. 2260 on the docket of the 18th Judicial District Court in and for the Parish of Pointe Coupee, Louisiana, and by the above mentioned Act of Partition. An undivided one-half of one-sixth of one-seventh ($\frac{1}{2}$ of $\frac{1}{6}$ of $\frac{1}{7}$) plus an undivided one-half of one-eighth of one-seventh ($\frac{1}{2}$ of $\frac{1}{8}$ of $\frac{1}{7}$) interest was acquired by inheritance from his brother Norbert H. Langlois as shown by the Second Supplemental and Amended Judgment of Possession in the "Succession of Norbert H. Langlois", bearing no. 532-366 on the docket of the Civil District Court for the Parish of Orleans, Louisiana, which judgment was filed and registered on April 11, 1979, at Conveyance Book 164, Entry No. 76, records of Pointe Coupee Parish, Louisiana.

Gertrude Langlois Schexnayder and Hazel Langlois Powers each acquired an undivided one-fourth ($\frac{1}{4}$ th) of the aforesaid interest of their father, Antoine Langlois, in said property, as two of his legal heirs, all as will more fully appear by reference to the judgment of possession rendered and signed on June 16, 1977, in the matter of his succession proceedings, bearing No. 14,327 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, said judgment being filed and recorded under Entry No. 180 of Conveyance Book 142, records of Pointe Coupee Parish, Louisiana, and by reference to the supplemental and amending judgment of possession rendered in said proceedings on October 5, 1979, filed and recorded under Entry No. 56 of Conveyance Book 171, records of said parish. The said Gertrude Langlois Schexnayder acquired the aforesaid interest of her sister, Hazel Langlois Powers, in said property, by inheritance, all as will more fully appear by reference to the judgment of possession rendered and signed on September 3, 1987, in the matter of her succession proceedings, bearing No. 23,085 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, said judgment being filed and recorded under Entry No. 98 of Conveyance Book 318, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: Servitude in favor of Gulf States Utilities Company dated April 29, 1977, filed and recorded under Entry No. 80 of Conveyance Book 145, records of Pointe Coupee Parish, Louisiana.

2. An undivided one-third (1/3rd) interest in and to the following described property, to-wit:

A certain tract of land, together with all the buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, and having a front of one (1) arpent on the Mississippi River, by a depth of eighty (80) arpents, bounded above by lands of Guy Belzons, or assigns, and below by lands of P. Frank A. Bourgeois, or assigns.

Being the same property acquired by Lizzie Hess Langlois from Mrs. Julia Ledoux Tremier by act of donation dated March 2, 1933, filed and recorded under Entry No. 438 of Book "I", conveyance records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT:

A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, having a front of 192 feet, more or less, on the south right of way limits of Louisiana State Highway No. 1 which runs between New Roads and Morganza, Louisiana, by a depth extending in a southerly direction to the Portage Drainage Canal and having a width on said Canal of 192 feet, more or less, and being bounded as follows: in front or toward the North by said south right of way limits of La. State Highway No. 1; in the rear or South by said Portage Drainage Canal; on the West by property sold by Anthony J. Grezaffi to the Police Jury of Pointe Coupee Parish (sale recorded at Entry No. 8 of Conveyance Book 105) and on the East by property of A. Wilbert's Sons Lumber & Shingle Company.

Being the same property acquired by The Police Jury of The Parish of Pointe Coupee and The Parish of Pointe Coupee, Louisiana from Lizzie Hess Langlois by act of sale dated October 17, 1973, filed and recorded under Entry No. 4 of Conveyance Book 113, records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by Gertrude Langlois Schexnayder by inheritance from her mother, Lizzie Hess Langlois, as will more fully appear by reference to the judgment of possession rendered and signed on March 1, 1988 in the matter of her succession proceedings bearing No. 23,658 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 175 of Conveyance Book 324, records of Pointe Coupee Parish, Louisiana. SUBJECT TO: right-of-way in favor of Pointe Coupee Electric Membership Corporation dated March 8, 1990, filed and recorded under Entry No. 90 of Conveyance Book 346.

3. An undivided one-third (1/3rd) interest in and to the following described property, to-wit:

A mineral servitude consisting of all of the oil, gas and other minerals and/or mineral rights in, on, under and that may be produced from the following described property, to-wit:

A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, having a front of 192 feet, more or less, on the south right of way limits of Louisiana State Highway No. 1 which runs between New Roads and Morganza, Louisiana, by a depth extending in a southerly direction to the Portage Drainage Canal and having a width on said Canal of 192 feet, more or less, and being bounded as follows: in front or toward the North by said south right of way limits of La. State Highway No. 1; in the rear or South by said Portage Drainage Canal; on the West by property sold by Anthony J. Grezaffi to the Police Jury of Pointe Coupee Parish (sale recorded at Entry No. 8 of Conveyance Book 105) and on the East by property of A. Wilbert's Sons Lumber & Shingle Company.

Being the same property acquired by The Police Jury of The Parish of Pointe Coupee and The Parish of Pointe Coupee, Louisiana from Lizzie Hess Langlois by act of sale dated October 17, 1973, filed and recorded under Entry No. 4 of Conveyance Book 113, records of Pointe Coupee Parish, Louisiana.

Being the same mineral servitude created by reservation of mineral rights by Lizzie Hess Langlois in an act of sale by her to The Police Jury of the Parish of Pointe Coupee and The Parish of Pointe Coupee, Louisiana, dated October 17, 1973, filed and recorded under Entry No. 4 of Conveyance Book 113, records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by Gertrude Langlois Schexnayder by inheritance from her mother, Lizzie Hess Langlois, as will more fully appear by reference to the judgment of possession rendered and signed on March 1, 1988 in the matter of her succession proceedings bearing No. 23,658 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 175 of Conveyance Book 324, records of Pointe Coupee Parish, Louisiana.

4. An undivided thirty-one-eighty-firsts (31/81) interest in and to the following described property, to-wit:

A certain tract of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being the North Half of Lot 8, Township 4 South, Range 9 East, being that part of Lot 8 bounded as follows: Above or northeast by lands of the Estate of Henry Aldridge, or assigns; below or southwest by lands of Lizzie Hess Langlois; in the rear or northwest by lands of R. J. Hackney Lumber Co., or assigns; and in front or southeast by Bayou Fordoche; said tract of land containing approximately eighty (80) acres, more or less.

SUBJECT TO a perpetual flowage easement over a portion of said property containing 56.3 acres, more or less, granted to The United States of America for the Morganza Floodway which easement was transferred by deed dated December 26, 1939, filed and recorded under Entry No. 22 of Book "Q", conveyance records of Pointe Coupee Parish, Louisiana.

Being the same property acquired by Lizzie Hess Langlois in part by inheritance from her father, William Hess, Jr., as will more fully appear by reference to the judgment of possession rendered and signed on January 25, 1949 in the matter of his succession proceedings, bearing Number 3,266 on the probate docket of the 18th Judicial District Court in and for the Parish of Pointe Coupee, Louisiana, which judgment is filed and recorded under Entry No. 1277 of Conveyance Book 22, records of Pointe Coupee Parish, Louisiana and in part by purchase from Maud Hess Chustz, et al., by act of sale under private signature, duly acknowledged, filed and recorded on March 8, 1949 under Entry No. 339 of Conveyance Book 23, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO donation in favor of Hilary J. Langlois, et al. of mineral royalty interests affecting that certain portion of the above described property situated within the confines of Sand Unit "D" (C. J. Gustin No. 1 Unit Well) of the 17,900' Tuscaloosa, Reservoir A, Morganza Field, as defined by the Louisiana Department of Conservation. Said donation is dated January 28, 1986 and is filed and recorded under Entry No. 43 of Conveyance Book 293, records of Pointe Coupee Parish, Louisiana.

Gertrude Langlois Schexnayder and Hazel Langlois Powers each acquired an undivided two-twenty-sevenths (2/27ths) interest in said property by inheritance from their father, Antoine Langlois, all as will more fully appear by reference to the judgment of possession rendered and signed on June 16, 1977, in the matter of his succession proceedings, bearing No. 14,327 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, said judgment being filed and recorded under Entry No. 180 of Conveyance Book 142, records of Pointe Coupee Parish, Louisiana. The said Gertrude Langlois Schexnayder acquired the aforesaid interest of her sister, Hazel Langlois Powers, in said property by inheritance, all as will more fully appear by reference to the judgment of possession rendered and signed on September 3, 1987, in the matter of her succession proceedings, bearing No. 23,085 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, said judgment being filed and recorded under Entry No. 98 of Conveyance Book 318, records of Pointe Coupee Parish, Louisiana; and she acquired an undivided one-third of an undivided nineteen-twenty-sevenths (1/3 of 19/27ths) interest therein by inheritance from her mother, Lizzie Hess Langlois, as will more fully appear by reference to the judgment of possession rendered and signed on March 1, 1988, in the matter of her succession proceedings, bearing No. 23,658 on the probate docket of the 18th

Judicial District Court for the Parish of Pointe Coupee, Louisiana, said judgment being filed and recorded under Entry No. 175 of Conveyance Book 324, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: mineral royalty donation in favor of Lynelle Schexnayder Gay, et al., dated October 1, 1987, filed and recorded under Entry No. 199 of Conveyance Book 319, records of Pointe Coupee Parish, Louisiana.

5. An undivided one-third (1/3rd) interest in and to the following described property, to-wit:

A certain tract of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being the South Half of Lot 8, Township 4 South, Range 3 East, being that part of Lot 8 bounded as follows: Above or northeast by lands of Lizzie Hess Langlois, et al.; below or southwest by lands of Ruth Hess Lapeyrolerie, et al.; in the rear or northwest by lands of R. J. Hackney Lumber Co., or assigns; and in front or southeast by Bayou Fardoche; said tract of land containing approximately eighty (80) acres, more or less.

SUBJECT TO a perpetual flowage easement over a portion of said property containing 53.2 acres, more or less, granted to The United States of America for the Morganza Floodway which easement was transferred by deed dated December 26, 1939, filed and recorded under Entry No. 2084 of Book "P", conveyance records of Pointe Coupee Parish, Louisiana.

Being the same property acquired by Lizzie Hess Langlois in an act of partition with William Hess, Jr. dated May 18, 1932, filed and recorded under Entry No. 2089 of Book "H", conveyance records of Pointe Coupee Parish, Louisiana.

SUBJECT TO donation in favor of Hilary J. Langlois, et al. of mineral royalty interests affecting that certain portion of the above described property situated within the confines of Sand Unit "D" (C. J. Gustin No. 1 Unit Well) of the 17,900' Tuscaloosa, Reservoir A, Morganza Field, as defined by the Louisiana Department of Conservation. Said donation is dated January 28, 1986 and is filed and recorded under Entry No. 43 of Conveyance Book 293, records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by Gertrude Langlois Schexnayder by inheritance from her mother, Lizzie Hess Langlois, as will more fully appear by reference to the judgment of possession rendered and signed on March 1, 1988, in the matter of her succession proceedings, bearing No. 23,658 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, said judgment being filed and recorded under Entry No. 175 of Conveyance Book 324, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: mineral royalty donation in favor of Lynelle Schexnayder Gay, et al., dated October 1,

1987, filed and recorded under Entry No. 199 of Conveyance Book 319, records of Pointe Coupee Parish, Louisiana.

6. A certain lot of ground, with all buildings and improvements thereon, situated in the City of New Roads, Parish of Pointe Coupee, State of Louisiana, fronting 140 feet more or less on the Northern right of way limits of the Public Paved Highway which leads from New Roads to Morganza by a depth on its western boundary line of 372 feet to a point on said Western boundary line equidistant between the south boundary of Cypress Street and the North boundary of Scott Street and a depth on its eastern boundary of 372 feet; said lot of ground being bounded now or formerly as follows: South by the North right of way limits of said Paved Highway on which it fronts; East by a lot of ground sold by Ferd C. Claiborne to Roland J. Bouanchaud; North by other land of Ferdinand C. Claiborne and West by the Western boundary line of Lot "B" on a map or plat of survey made by S. N. Garrett, Surveyor, dated May 15, 1946, and recorded with an act of sale by Mrs. Josephine C. Tuminello to said Ferdinand C. Claiborne said act of sale being recorded in Conveyance Book "Y" under Entry No. 583 of the records of Pointe Coupee Parish, Louisiana.
7. A certain tract of land containing 10.0 acres, more or less, situated in Section 25, Township 4 South, Range 7 East, being bounded now or formerly, as follows: North by Mrs. Violet Berne, et al; East by Old Jefferson Public Highway; South by Kuhlman and others; and West by Dupuy; said ten acre tract being those lots acquired by Hazel L. Powers at Red Cross, Louisiana, from Joseph M. Bergeron, Sr. on October 25, 1949, as per act recorded in COB 24, Entry No. 946, all of the records of the Clerk of Court's Office, Pointe Coupee Parish, Louisiana.
8. A certain lot or parcel of land, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, prescriptions and advantages thereunto belonging or in anywise appertaining, lying and being situated in Section 27, Township 6 South, Range 8 East, Pointe Coupee Parish, Louisiana, and being Lot 7, of Block 11, Elliott City.
9. A certain tract or parcel of land, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, prescriptions and advantage thereunto belonging or in anywise appertaining, lying and being situated in Sections 28 and 29, Township 3 South, Range 7 East, Pointe Coupee Parish, Louisiana, containing 19 acres, more or less, and being the same property acquired by Hazel M. Langlois from Clement E. Roy, by act

of sale, dated July 31, 1937, recorded in Conveyance Book M, as Entry No. 143 in the Official Records of Pointe Coupee Parish, Louisiana, LESS AND EXCEPT the 40 acre tract sold by Hazel M. Langlois to Joseph M. Bergeron, by act of cash sale dated June 15, 1939 and recorded in Conveyance Book P, as Entry No. 491 of the Conveyance Records of Pointe Coupee Parish, Louisiana.

10. An undivided one-thirtieth (1/30th) interest in and to the following described property:

A certain tract of land with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, and being the western half of what is known as the Parent Plantation, situated north of the paved New Roads-Morganza State Highway and fronting on said paved highway. Said west half is bounded as follows: In front or South by said paved highway, east by the east half of said Plantation; the property of Mrs. Josephine C. Tuminello, or assigns, North by the portage Drainage Canal, and West by land of Heirs of B. Olinde, or assigns, which tract of land contains sixty-two (62) acres, more or less, which tract of land is the west half of a tract of land designated by the Letter "B" on a map made by S. M. Garrett, annexed to and filed with an act of sale by Josephine C. Tuminello and Joseph Tuminello to Ferd C. Claiborne, dated May 23, 1946, recorded under Entry No. 583 of Conveyance Book "Y", of the records of Pointe Coupee Parish, Louisiana.

Being a portion of the same property acquired by Ferdinand C. Claiborne from the said Josephine C. Tuminello and Joseph Tuminello by act of sale dated May 23, 1946, and recorded under Entry No. 583 of Conveyance Book "Y" of the records of Pointe Coupee Parish, Louisiana, hereinabove referred to.

LESS AND EXCEPT therefrom two certain lots of ground sold off said above described tract by Ferd C. Claiborne, as follows:

a) Lot fronting 426.38 feet on Public Paved Highway, which leads from New Roads to Morganza, by depth between parallel lines in a northerly direction of 372 feet, sold to J. Roland Bouanchaud, by act dated June 18, 1957, recorded under Entry No. 8 of Conveyance Book 45 of the records of Pointe Coupee Parish, Louisiana; and

b) Lot fronting 140 feet, more or less; on northern right of way limits of Public paved Highway which leads from New Roads to Morganza; by a depth on its western boundary line of 372 feet and a depth on its eastern boundary of 372 feet, sold to Hazel L. Powers by act dated June 19, 1957, recorded under Entry No. 13 of Conveyance Book 45 of the records of Pointe Coupee Parish, Louisiana.

One-thirtieth (1/30th) interest in and to the following described property:

A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, containing twenty (20) acres, being the northern most twenty acres of the east half of a tract designated as Tract "B" on map of survey made by S. N. Garrett, C.E., annexed to and filed with an act of sale made by Josephine C. Tuminello and Joseph Tuminello to Ferd C. Claiborne, dated May 23, 1946, recorded under Entry No. 583 of Conveyance Book "Y" of the records of Pointe Coupee Parish, Louisiana, which said twenty acre tract is bounded as follows: On the North by the Portage Canal, East by property of Ferd C. Claiborne, South by the remainder of said east half of Tract "B", property of Josephine C. Tuminello, or assigns; and West by property of Ferd C. Claiborne, being the west half of said Tract "B". The southern line of said twenty acres herein described to run parallel to the right of way of the Portage Drainage Canal.

Being a portion of the same property acquired by Ferdinand C. Claiborne from Josephine C. Tuminello and Joseph Tuminello by act of sale dated May 23, 1946, recorded under Entry No. 583 of Conveyance Book "Y", of the records of Pointe Coupee Parish, Louisiana, hereinabove referred to.

11. One-thirtieth (1/30th) interest in and to the following described property:

A certain tract of land, situated in the rear of the City of New Roads, in the Parish of Pointe Coupee, State of Louisiana, and lying north of the Paved Highway, which tract of land connects with the Paved Highway, which tract of land is bounded now or formerly on the north by property of F. C. Claiborne, on the west by property of the vendee, the Old Richy Property, and the right of way of the (Y) of the Texas & Pacific Railway Company, bounded on the east by property of Vendee, Fabre and Rosso, and bounded on the South by the New Roads-Morganza Paved Highway and property formerly of Rosso, Saizen and Christine, which said property is composed of parts of Sections 39 and 40, Township 4 South, Range 10 East, which tract of land contains 46 and 74/100 acres. Said tract is fully shown and designated on plat of survey thereof made by S. N. Garrett, Parish Surveyor, dated August 3, 1937, annexed to and made part of act of sale by Parish of Pointe Coupee to Ferdinand C. Claiborne, dated September 25, 1937, filed and recorded under Entry No. 2611 of Conveyance Book "Q" of the records of Pointe Coupee Parish, Louisiana.

Being the same property acquired by Ferdinand C. Claiborne from the Parish of Pointe Coupee by the act of sale hereinabove referred to and recorded as aforesaid.

LESS AND EXCEPT two (2) lots of ground sold off same to Oliver Fabre by act dated July 29, 1943, recorded under Entry No. 145 of Conveyance Book "T".

LESS AND EXCEPT THEREFROM all that portion of said tract which lies North of the North bank of the Portage Canal, sold by Ferdinand C. Claiborne to Hazel Langlois Powers and Gertrude Langlois Schexnayder, by act of sale dated March 5, 1957, recorded under Entry No. 426 of Conveyance Book 44, of the records of Pointe Coupee Parish, Louisiana.

12. One-thirtieth (1/30th) interest in and to the following described property:

A certain tract of land, with buildings and improvements situated in the Parish of Pointe Coupee, State of Louisiana, composed of two smaller contiguous tracts described as follows:

a) A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, and being situated in the rear of the property of Ulysses Joffrion, vendor, which property is bounded as follows:

On the South by the right of way of the Texas and Pacific Railway Company; on the East by property formerly belonging to Dr. R. C. Claiborne, now the property of Mrs. L. B. Claiborne; on the West by property of Maggio, formerly of J. E. Didier and on the North by the property of Schexnayder or the Portage Drainage Canal; and being a part of the same property that the vendor acquired by inheritance from his deceased wife, Marie Didier Joffrion, which tract of land contains Fifteen and seventy-six hundredths (15.76) acres, more or less.

Being the same property acquired by Ferdinand C. Claiborne from Ulysses Joffrion by act of sale dated February 10, 1925, recorded under Entry No. 8971 of Conveyance Book "E" of the records of Pointe Coupee Parish, Louisiana.

b) A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, and being bounded as follows: On the South by the right of way of the Texas and Pacific Railway Company; on the East by property belonging to the Estate of Beauregard Olinde; on the north by property of Vendea and A. J. Schexnayder, and on the west by property of F. C. Claiborne, vendee, which property of said F. C. Claiborne was acquired from Joffrion.

Being the same property acquired by Ferdinand C. Claiborne from Mrs. Rosa Pourciau Claiborne by act of sale dated July 11, 1925, recorded under Entry No. 9658 of Conveyance Book "E" of the records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT from said tract above described the following described lots sold off same by Ferdinand C. Claiborne, as follows:

(1) Lot sold to Hewitt J. Fontaine by act dated March 22, 1945, recorded under Entry No. 163 of Conveyance Book 40, described as follows: Tract situated in the City of New Roads, on the paved Highway running from New Roads to Morganza, bounded on the south by Texas & Pacific Railway, on the West by property of Chas. P. Maggio, on the North by the paved highway, and on the East by the continuation of Olinde Street.

(2) Three (3) lots sold to Upper Delta Soil Conservation District by act dated September 4, 1957, recorded under Entry No. 190 of Conveyance Book 45, described as follows: (a) Lot No. 26 of NORTH CLAIBORNE ADDITION TO THE TOWN OF NEW ROADS, as shown and designated on map of survey of said Addition, made by W. B. Jones, C.E., dated August 17, 1957, filed and recorded with act of sale by Ferdinand C. Claiborne to Upper Delta Soil Conservation District, above referred to; (b) Lot No. 27 of said NORTH CLAIBORNE ADDITION TO THE TOWN OF NEW ROADS, shown and designated on the map of survey above referred to and recorded as aforesaid; and (c) Lot measuring 120 feet on its northern boundary, 50 feet on its eastern boundary, 120 feet on its southern boundary, and 50 feet on its western boundary; said lot being bounded North and East by property of Ferdinand C. Claiborne, south by Lots 26 and 27 hereinabove described (a) and (b), and West by property of Charles Maggio.

(3) Lot sold to Louise O. Edwards by act dated September 13, 1958, recorded under Entry No. 447 of Conveyance Book 46, described as follows: Lot adjoining the NORTH CLAIBORNE ADDITION TO THE TOWN OF NEW ROADS, LA., fronting 60 feet on an unnamed street by a depth between parallel lines of 115 feet, and bounded North and East by property of Ferdinand C. Claiborne, South by an unnamed street, and West by property of Upper Delta Soil Conservation District known as Lots Nos. 26 and 27 of said Addition; said lot conveyed being unnumbered.

LESS AND EXCEPT: That certain property sold to Damart Apparel, Inc. by Thomas Edward Wilson and Netta Wilson Schexnayder by act recorded in Conveyance Book 113, No. 132 of the official records of Pointe Coupee Parish, Louisiana, and more particularly described as follows:

A certain tract or parcel of land lying and being situated in the Town of New Roads, Parish of Pointe Coupee, State of Louisiana, and is a portion of the property known and designated as the North Claiborne Addition to the Town of New Roads, and which property is more particularly described as follows:

Beginning at a point on the Northern right of way line of Louisiana Highway 1, and which point is located in the center of a drainage easement running along the western side of Olinde Street, and which point is further identified as being located at the northwestern corner of the intersection of the said Olinde Street and Louisiana Highway No. 1; and which point is the southeastern corner of the tract herein described; thence from this point along the Northern right of way line of Louisiana Highway No. 1, S 84 degrees 24' W a distance of one hundred seven (107) feet; thence continuing along the Northern right of way line of Louisiana Highway No. 1, S 84 degrees 40' W a distance of one hundred (100) feet; thence continuing along the right of way line of Louisiana Highway No. 1, S 84 degrees 55' W a distance of one hundred (100) feet; thence continuing along the Northern right of way line of Louisiana Highway No. 1, S 85 degrees 10' W a distance of forty-four and 03/100 (44.03) feet to a point marked by an iron pipe which is the southwestern corner of the property herein described; thence N 17 degrees 33' W a distance of six hundred forty-nine and 4/10 (649.4) feet to a point marked by an iron pipe and which point is the Northwestern corner of the property herein described; thence N 85 degrees 40' E a distance of three hundred fifty-two (352.5) feet to the center line of the drainage easement which runs along the western side of Olinde Street and which point is the northeastern corner of the property herein described; thence S 17 degrees 30' E along the center line of the above mentioned drainage easement a distance of six hundred forty-five (645.5) feet to the Northern right of way line of Louisiana Highway No. 1 and POINT OF BEGINNING. The said property herein described containing five and 20/100 (5.20) acres, and is shown on a plan of survey made by Daryl B. Patin, Registered Land Surveyor, dated September 24, 1973, and which plan of survey is duly of record in CB. 113, E. 17 of the Conveyance Records of Pointe Coupee Parish, Louisiana, and reference is herein made to said plan of survey for more certainty and clarity of the description of the property herein described; and which 5.20 acre tract is bounded on the front or South by the Northern right of way line of Louisiana Highway No. 1, on the West by property now or formerly of Maggio Estate, on the rear by property owned now or formerly by the heirs of Ferdinand C. Claiborne and Adrienne Claiborne, and on the Eastern side by the center line of the drainage easement which runs along the Western side of Olinde Street.

13. An undivided one-thirtieth (1/30th) interest in and to the following described property:

A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, lying and being situated between the Levee which

presently runs along the Mississippi River and said Mississippi River, containing four (4) acres, more or less, and being bounded as follows: North by the Mississippi River, South by said levee which runs along the Mississippi River, West by property of Edward J. Melancon or assigns, and East by property of Alcide Saizan or assigns.

Being the same property reserved by Ferdinand C. Claiborne, in act of sale by decedent to Hazel Langlois Powers and Gertrude Langlois Schexnayder, dated March 5, 1957, recorded under Entry No. 426 of Conveyance Book 44 of the records of Pointe Coupee Parish, Louisiana.

14. An undivided one-thirtieth (1/30th) interest in and to the following described property:

A certain plantation situated on Bayou Lettsworth, in the Parish of Pointe Coupee, State of Louisiana, with all of the buildings and improvements thereon, and containing Ninety-six and 32/100 (96.32) acres, more or less, bounded on the North and West by lands of William Coats, formerly of George Keller, East and South by Mortimer heirs formerly of Mrs. E. A. Mortimer. Said plantation being what was originally known as the Oaks and owned by the late Jonas Platt, which was allotted to Mrs. Flavia Platt Keller. Said plantation being a part of Lot eight of Section ninety-two, Township One South, Range Seven East, and part of Section Sixty-five in Township Two South Range Seven East, and part of Section Eighteen in Township One South, Range Eight East. Being the same property acquired by Florence K. Smith from John L. Kingsbury by act of sale dated June 28, 1916, and duly recorded in the conveyance records of the Parish of Pointe Coupee in Book "A", page 274, Record No. 744.

Less, however, the following tract or parcel of land which was sold from the above described plantation by Florence Kingsbury Smith to the Standard Oil Company of Louisiana, by act passed before George R. Kearney, Notary Public, dated June 25, 1924, duly recorded in the conveyance records of the Parish of Pointe Coupee, under Entry No. 8416 of Book "E" of said records, to-wit: A certain tract or parcel of land in the village of Lettsworth, Parish of Pointe Coupee, State of Louisiana, and more particularly described as follows: Commencing on the northerly line of Lot One of the subdivision of the original Platt tract at a point which is South 54 degrees West, a distance of 114.7 feet from the center line or the main line of the Ferriday Branch of the Texas & Pacific Railroad, thence South 19 degrees 37' East, a distance of one hundred ninety-eight feet to a point, thence South 54 degrees West, a distance of three hundred feet to a point, thence North 19 degrees, 37' West, a distance of 198' feet to a point on the northerly line of said Lot 1, thence North 54

degrees East, a distance along the northern line 57' East along the northerly line of Lot One, a distance of three hundred feet to the point of beginning.

Being the same property acquired by Ferd C. Claiborne on April 6, 1946, at Sheriff's sale made in the matter of the suit entitled "Ferdinand C. Claiborne vs. Florence K. Smith" No. 2538 of the docket for the 18th Judicial District Court for the Parish of Pointe Coupee, State of Louisiana, the Sheriff's process verbal and deed of said sale being dated April 29, 1946, recorded under Entry No. 458 of Book "Y" of the conveyance records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT, Three certain lots of ground sold by Ferdinand C. Claiborne to Florence K. Smith by act of sale dated September 16, 1946, filed and recorded under Entry No. 1148 of Book "Y" of conveyance records of Pointe Coupee Parish, Louisiana, described as follows:

a) A certain tract of land facing on the Old Bayou Lettsworth gravelled road and bounded on the north and west by lands of H. P. Moulder, Est., on the other side by the Mortimer heirs and in the rear by unknown parties.

b) A certain lot of ground in a V-shape bounded on one side by the Old Lettsworth Gravelled road and on the other side by the paved highway and in the rear by property belonging to Mortimer heirs.

c) A certain tract of land containing approximately four (4) acres more or less, and being all of the property situated and bounded as follows: Lying or facing on the paved highway, bounded in the rear by right-of-way of the Texas & Pacific Railway Company, on one side by the Mortimer heirs and on the other side by the property of the heirs of H. P. Moulder commonly known as the Home Place.

SUBJECT TO: Special reservation made by Ferdinand C. Claiborne, vendor in said above mentioned act of sale, of right-of-way or passage 20 feet in width over said property sold from the paved highway to the right-of-way of the Texas & Pacific Railway Company, which right-of-way thus reserved is fully described in act of sale to Florence K. Smith above referred to.

15. An undivided one-thirtieth (1/30th) interest in and to the following described property:

"A certain tract of land together with all the buildings and improvements thereon, and all appurtenances thereunto belonging, situated at the place called Raccourci Point, in the Parish of Pointe Coupee, in this State, and being lot or Section No. 7, in Township No. 2, South Range 9 East, part of tract or tracts of land bought by John Winn, from Mary W. Ryan, wife of

W. B. Ryan and John B. Bailey, and said W. B. Ryan, on April 3, 1880, all of said property containing 100 acres."

Being the same property acquired by Ferd C. Claiborne on August 25, 1928, at succession sale made in the matter of the Succession of Alfred (Alford) Allen, No. 489 of the docket of the 18th Judicial District Court for the Parish of Pointe Coupee, State of Louisiana, the proces verbal and deed of said sale being dated August 30, 1928, and recorded under Entry No. 2105 of Book "H" of the conveyance records of Pointe Coupee Parish, Louisiana, of date May 28, 1932.

16. An undivided one-thirtieth (1/30th) interest in and to the following described property:

A certain lot of ground situated on the Island of False River, in the Parish of Pointe Coupee, State of Louisiana, having a front of one quarter (1/4) of an arpent on False River by a depth extending to the Public Road along False River, and bounded on one side by land now or formerly of Albert David and on the other side by land now or formerly of widow Jean Vincent.

The above described lot is all that portion of a larger tract acquired by Ferdinand C. Claiborne by act of sale dated February 24, 1919, and recorded under Entry No. 2846 of Conveyance Book "B" of records of Pointe Coupee Parish, Louisiana which lies between False River and the Public Road of False River; said lot having been reserved by Ferdinand C. Claiborne in act of sale by him to Albin David, et al of said larger tract above referred to, which act of sale is dated May 21, 1930, and recorded under Entry No. 2430 of Conveyance Book "C" of the records of Pointe Coupee Parish, Louisiana.

17. An undivided one-thirtieth (1/30th) interest in and to the following described property:

The undivided three-fourths interest in and to the following described tract of land, to-wit:

A certain tract of land situated on the Island of False River in the Parish of Pointe Coupee and State of Louisiana, fronting one arpent and one quarter of an arpent on the said False River by a depth of Forty arpents, being bounded on one side by lands of heirs of Jean Baptiste and on the other side by land now or formerly belonging to Francois Major, together with all buildings and improvements thereon.

Being the same property acquired by Ferdinand C. Claiborne in two acts of sale as follows: From Frank Aguilard and Oliver Aguilard by act of sale dated October 20, 1939, recorded under Entry No. 470 of Book 48 of conveyance records of Pointe Coupee Parish, Louisiana; and from Irvin Solomon and others by act of sale

dated October 23, 1959, recorded under Entry No. 471 of Book 48 of records of Pointe Coupee Parish, Louisiana.

18. An undivided one-thirtieth (1/30th) interest in and to the following described property:

"A certain tract of land, with all buildings and improvements thereon situated in the Parish of Pointe Coupee, State of Louisiana, on Bayou Fardoche, and being in the southern part of Lot or Section twenty (20) and in the northern part of Lot or Section twenty-one (21); Township four (4) South, Range eight (8) East and containing one hundred and six and one-half (106 $\frac{1}{2}$) acres, more or less; and being bounded as follows: on the North by property of Mrs. Mary Sophia Villery, on the South by lands of Peter Allen, on the East by Bayou Fardoche and the public road, and on the West by Section 75, Township 4 South, Range 8 East.

Being the same property allotted to Julius A. Dickerson in an act of partition with Mary Sophia Villery, passed before Louis B. Claiborne, Notary Public, on November 26, 1923, recorded on November 27, 1923 under Entry No. 7426 of Book "E" of the Conveyance Records of the Parish of Pointe Coupee, State of Louisiana.

LESS AND EXCEPT:

a) A certain lot of ground, fronting one (1) acre on Bayou Fardoche, by a depth of six and one-half (6 $\frac{1}{2}$) acres, more or less, and bounded north by the northern boundary of said larger tract of 106 $\frac{1}{2}$ acres, on the south by a line parallel with said northern boundary line so as to contain six and one-half (6 $\frac{1}{2}$) acres, more or less.

b) A certain tract of land situated on Bayou Fardoche, in the Parish of Pointe Coupee, Louisiana, fronting one-half ($\frac{1}{2}$) acre on said Bayou, by a depth between parallel lines of four (4) acres, being bounded as follows on the front by Bayou Fardoche, on the north by lands of Louisa C. Nettis, on the south and rear by the remainder of the above described larger tract of land containing (106 $\frac{1}{2}$) acres from which this tract of land is taken. Being the same property conveyed by Julius A. Dickerson to Freddy H. Sheffers, which act of sale is recorded under Entry No. 572 of Book "H" of the Conveyance Records of the Parish of Pointe Coupee, State of Louisiana.

c) A certain tract of land, situated in the Parish of Pointe Coupee, Louisiana, fronting one-half ($\frac{1}{2}$) acre on Bayou Fardoche, by a depth between parallel lines of four (4) acres, and being bounded as follows: on the front or east by Bayou Fardoche, on the south and west by lands of Julius A. Dickerson, and on the North

by lands sold by Julius A. Dickerson to Freddy H. Sheffers.

Being the same property conveyed to Ida Briscoe and Mrs. Alosure Smith Robinson by Julius A. Dickerson, which act of sale is recorded under Entry No. 2467 of Book "I" of the Conveyance Records of the Parish of Pointe Coupee, State of Louisiana.

The said tract of land herein described, together with the above excepted lots sold therefrom, are more fully described and shown on a map of survey dated January 7, 1942, attached to an act of boundary agreement and executed by Julius A. Dickerson, et al, filed and recorded under Entry No. 2423 of Book "S" of the Conveyance Records of the Parish of Pointe Coupee, State of Louisiana.

Being the same property acquired by Ferdinand C. Claiborne from Mrs. Mary S. Dickerson Villery by act of sale dated May 27, 1950, and recorded under Entry No. 578 of Conveyance Book 26 of the records of Pointe Coupee Parish, Louisiana.

19. An undivided one-thirtieth (1/30th) interest in and to:

A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, at the place called the Village, having a front of two arpents on the Mississippi River by a depth of twenty-four arpents, bounded on the upper side by land of Eugene Vignes or assigns, and on the lower side by land of Frank Belzons or assigns.

Being the same property acquired by Ferd C. Claiborne as follows: From Olivia Reis by act of sale dated March 11, 1937, recorded under Entry No. 1776 of Conveyance Book "K" of the records of Pointe Coupee Parish, Louisiana; at Sheriff's sale made April 18, 1937, in suit of Ferd M. Janis vs. Charles Bradley, No. 1914 of the docket of the 19th Judicial District Court in and for the Parish of Pointe Coupee, La., proces verbal and deed of sale being dated April 28, 1937, filed and recorded under Entry No. 2134 of Conveyance Book "K" of said records; and from Margaret Collins Ryan by act of sale dated May 14, 1958, recorded under Entry No. 236 of Conveyance Book 46 of said records.

LESS AND EXCEPT therefrom two lots sold off said tract as follows:

a) 0.982 acres to The Texas and Pacific Railway Co., by act dated January 28, 1941, recorded under Entry No. 703 of Conveyance Book "R" of the records of Pointe Coupee Parish, Louisiana; and

b) 0.583 acres to the State of Louisiana, Department of Highways, by Act of Sale dated

January 28, 1941, recorded under Entry No. 1179 of Conveyance Book "R" of said records.

20. An undivided one-thirtieth (1/30th) interest in and to the following described property:

A mineral royalty interest of 3/10th of the 1/96th of the whole, plus a further mineral royalty interest of 3/10th of 1/192nd of the whole, of any oil, gas or other minerals in, on and under and that has heretofore, or may hereafter be produced from the following described property, to-wit:

A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, containing 272 acres, more or less, in Sections 21 and 28 of Township Six (6) South, Range Eight (8) East, being the North one-half (N 1/2) of the Northwest Quarter (NW 1/4) of Section 28, also the Southwest Quarter (SW 1/4) of Section 21, and also that part of the Southeast Quarter (SE 1/4) of Section 21 south of the land of Mrs. Rose Duckworth.

Being the same property acquired by Ferdinand C. Claiborne from Frances Clark Egan and others by two acts as follows: Act dated June 15, 1950, filed and recorded under Entry No. 256 of Conveyance Book 27 of the records of Pointe Coupee Parish, Louisiana; and act dated March 16, 1953, filed and recorded under Entry No. 88 of Conveyance Book 36 of said records.

21. An undivided one-thirtieth (1/30th) interest in and to the following described property:

One-half of all oil, gas and minerals in and under and that may be produced from the following described tract of land, to-wit:

A certain tract of land, with all buildings and improvements thereon, fronting on Bayou Grosse Tate in the Parish of Pointe Coupee, State of Louisiana, bounded on one side by land formerly of Delphine Louis and now of McCausland Olinde or Assigns, and on the other side, by land formerly of Rose Louis, and now of St. Amant, or assigns, in the rear by lands of Cashio and Gumbel, or assigns, said tract of land being known and designated as Lots Seven A (7-A), Seven B (7-B), Eight A (8-A) and Eight B (8-B), on a plat of survey and partition made by Thos. H. Hewes, C.E., on January 28, 1902, annexed to an act of partition executed by Heirs of Nelson Lewis and Arine Decuir Lewis, and filed therewith under date of February 21, 1903, under Entry No. 21,989 of the Conveyance Records of the Parish of Pointe Coupee, State of Louisiana.

Said mineral interest having been acquired by Ferdinand C. Claiborne as follows:

- a) One-fourth (1/4) of all oil, gas and minerals reserved by Ferdinand C. Claiborne in

act of sale to McCausland Olinde, dated June 18, 1951, filed and recorded under Entry No. 48 of Conveyance Book 32 of the records of Pointe Coupee Parish, Louisiana, of date June 25, 1951.

b) One-fourth (1/4) of all oil, gas and minerals acquired from McCausland Olinde by act of sale (undated) filed and recorded June 25, 1951, under Entry No. 45 of Conveyance Book 32 of said records.

22. An undivided one-thirtieth (1/30th) interest in and to the following described property:

A one-sixteenth (1/16th) interest in and to all oil, gas and other minerals, in and under and that may be produced from the following described property, to-wit:

A certain tract of land, with all buildings and improvements thereon, fronting on Bayou Fordoche, in the Parish of Pointe Coupee, State of Louisiana, containing 82.84 acres, more or less, and being in Lot or Section Fourteen (14), Township Five (5) South, Range Eight (8) East, which tract is bounded as follows: In front, or East, by Bayou Fordoche; North by Tract No. 1, herein allotted to Dave and Ellen Barbre; West by lands of Heirs of Mrs. W. E. McKnelly; and South by Section line between Sections 14 and 15 which section line separates this tract no. 2 from property of Eugene McKnelly, et al. Said tract is more fully shown and described on the map of survey and partition made by Earl Porter, C.E.

Being the same property acquired by Ferdinand C. Claiborne from Sidney J. Mann by act of sale dated April 21st, 1955, filed and recorded under Entry No. 218 of Conveyance Book 40 of the records of Pointe Coupee Parish, State of Louisiana.

The property described as "6." through "22." above is the same property acquired by Gertrude Langlois Schexnayder by inheritance from her sister, Hazel Langlois Powers, as will more fully appear by reference to the judgment of possession rendered and signed on September 3, 1987 in the matter of her succession proceedings bearing Number 23,085 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 98 of Conveyance Book 318, records of Pointe Coupee Parish, Louisiana.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all inheritance taxes due the State of Louisiana have been paid and that further administration of this succession is hereby dispensed with and Lynn J. Schexnayder is hereby relieved of his trust as testamentary executor except insofar as his duty to pay taxes is concerned.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, trust companies, insurance companies, and all other persons; partnerships, unincorporated associations or corporations having on deposit or in their possession or under their control any money, credits, stocks, dividends, bonds, or other property belonging to the succession of the decedent, Gertrude Langlois Schexnayder, are hereby required to deliver them to Lynn J. Schexnayder, as surviving spouse in community, usufructuary and trustee, all as set forth more fully hereinabove.

JUDGMENT READ, RENDERED AND SIGNED in chambers in the City of New Roads, Louisiana, this 16th day of July, 1991.

San W. Claiborne
JUDGE

91 JUL 16 PM 2:56
CLERK OF DISTRICT COURT
PARISH OF ORLEANS

TRULY RECORDED JULY 16, 1991 LORI B. ACHEE, D.Y. CLERK

SUCCESSION

: NUMBER 35,869

OF

: 18TH JUDICIAL DISTRICT

LYNN J. SCHEXNAYDER

: PARISH OF POINTE COUPEE

: STATE OF LOUISIANA

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 2003 APR 28 11:15
 CLERK OF DISTRICT COURT
 PARISH OF POINTE COUPEE

JUDGMENT OF POSSESSION

Considering the petition for possession, the last will and testament of the decedent, Lynn J. Schexnayder (ss#434-54-2724), dated March 31, 1994, and its codicil dated May 28, 1997, both filed and recorded under Entry No. 146 of Conveyance Book 473, records of Pointe Coupee Parish, Louisiana, and the record of this proceeding, it appearing that the said decedent died on August 25, 2001 while domiciled in the Parish of Pointe Coupee, Louisiana, that all inheritance and estate transfer taxes due the State of Louisiana herein have been fixed and paid, and the law and evidence being in favor thereof for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that Rosemary Grezaffi Schexnayder, born Grezaffi, be and she is hereby recognized as a particular legatee of the decedent under the terms of his aforementioned testament and, as such, the owner of the cash sum of One Hundred Thousand And No/100 (\$100,000.00) Dollars, the previous delivery of which legacy is hereby confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Christopher William Pope (ss#434-57-9642) be and he is hereby recognized as a particular legatee of the decedent under the terms of his aforementioned testament and, as such, the owner and is herewith sent into possession of the cash sum of Fifty Thousand And No/100 (\$50,000.00) Dollars.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Tiffany Ann Goodyear (ss#436-73-4827) be and she is hereby recognized as a particular legatee of the decedent under the terms of his aforementioned testament and, as such, the owner and is herewith sent into possession of the cash sum of Fifty Thousand And No/100 (\$50,000.00) Dollars.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Andrew Price Gay, Jr., 10324 Pointe Coupee Road, New Roads, LA 70760, as trustee of the Nancy Elisabeth Gay Trust No. 2 (Fed. Tax ID#72-620-5365), an inter vivos trust created by instrument dated August 29, 1995, filed and recorded under Entry No. 110 of Conveyance Book 399, records of Pointe Coupee Parish, Louisiana, be and he is hereby recognized as a particular legatee of the decedent under the terms of his aforementioned testament and, as such, the owner and is herewith sent into possession of the cash sum of One Hundred Thousand And No/100 (\$100,000.00) Dollars.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Andrew Price Gay, Jr., 10324 Pointe Coupee Road, New Roads, LA 70760, as trustee of the John Albert Gay Trust No. 2 (Fed. Tax ID#72-620-5366), an inter vivos trust created by instrument dated August 29, 1995, filed and recorded under Entry No. 110 of Conveyance Book 399, records of Pointe Coupee Parish, Louisiana, be and he is hereby recognized as a particular legatee of the decedent under the terms of his aforementioned testament and, as such, the owner and is herewith sent into possession of the following described property, to-wit:

1. One (1) certain lot of ground situated in the Parish of Terrebonne, State of Louisiana, more particularly known as LOT FIVE (5) as shown on map entitled "MAP SHOWING CAMPSITES IN LOTS 43 & 44 PIERRE DASPIT SUBDIVISION REDIVISION OF PROPERTY BELONGING TO RONALD J. SHAW IN SECTIONS 77 AND/OR 78, T20S-R18E, TERREBONNE PARISH, LOUISIANA" prepared by Kenneth L. Rembert, Surveyor, under date of January 24, 1995; a copy of which is recorded under entry no. 953117 of the records of Terrebonne Parish, Louisiana. Said Lot Five (5) measures Fifty and 12/100 (50.12') feet along its Westerly side, One Hundred nine and 87/100 (109.87') feet along its Northerly side, Fifty one and 71/100 (51.71') feet along its Easterly side and One Hundred and 12/100 (100.12') feet along its Southerly side; said lot being bounded as follows, to wit: Westerly by Lot Ten (10), Northerly by Lot Four (4), and Southerly by Lot Six (6); all being campsites in Lots 43 & 44, Pierre Daspit Subdivision, together with all buildings and improvements thereon and all rights, ways, privileges and servitudes thereunto belonging or in any wise appertaining.

Being the same property acquired by Lynn J. Schexnayder from Aucoin Capital Investments.

2. Gravois 22 Bay 22 foot boat. With 2000 Evinrude 250 Ficht.

3. McClain boat trailer Model ATT 2252-14 bearing VIN 4LYBA2281H001882.

4. The cash sum of Twenty-seven Thousand And No/100 (\$27,000.00) Dollars, being the proceeds of the court ordered sale by the testamentary executrices of the following property bequeathed to said trust, viz:

(a) 1999 Hydrasport 2450 CC 24' boat with 1999 Evinrude Twin 175 Ficht.

(b) Loadmaster boat trailer Model 2224-86TD bearing VIN 4YPAB2327WT010295.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Mary Ann Schexnayder Goodyear (ss#437-78-8175), 10534 Pointe Coupee Road, New Roads, LA 70760, be and she is hereby recognized as a particular legatee of the decedent under the terms of his aforementioned testament and, as such, the owner and is herewith sent into possession of the following described property, to-wit:

1. All of the right, title and interest of the decedent, Lynn J. Schexnayder, being an undivided one-half (1/2) interest, in and to the following described property, to-wit:

A certain tract of land or plantation, situated in the Parish of Pointe Coupee, State of Louisiana, composed of the following tracts of land described as follows, to-wit:

1st: A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, having a front of eight (8) arpents on the Mississippi River by a depth of fifty-eight (58) arpents, more or less; bounded above by lands formerly of Mrs. V. Provosty, and below by land formerly belonging to John Burke; being the same property which was acquired by Mrs. Georgina Provosty from Albin Provosty by act passed before O. O. Provosty, Notary Public, on December 1, 1899, which act was duly recorded in the conveyance records of the Parish of Pointe Coupee, State of Louisiana, under Entry No. 19,114, which sale included the lot or tract of land purchased from Mrs. Marcel Fabre, by an act passed before C. E. Roy, Notary Public, on January 14, 1897, and recorded in the conveyance records of the Parish of Pointe Coupee, under Entry No. 17,712, described as follows, to-wit:

A certain tract of land measuring nine (9) acres in area and forming part of land formerly of Nemours W. Platt situated in the Parish of Pointe Coupee, said lot presently described being a portion of Lot Eighty-two (82), Township 4 South, Range 10 East, lying and being on the west side of Bayou Pont and being bounded on the west by land formerly of McGinty and on the north by land formerly of John Burke, all of which will more fully appear by plat of said lot made by John H. Glanton, C.E., and attached to an act of sale from James W. McGinty to Nemours W. Platt and recorded in Conveyance Book "Q", under Entry No. 1081, of the records of Pointe Coupee Parish, Louisiana.

2nd: A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, having a front of one (1) arpent on the Mississippi River by a depth of forty (40) arpents, more or less; bounded by land formerly of Ledoux heirs and above by Lot No. Two of the Old Scott Plantation.

3rd: A certain tract of land, with all the buildings and improvements thereon fronting on the Mississippi River, with an original depth between parallel lines of forty (40) acres; bounded on one side by land now of formerly of heirs of Raphael Provosty and on the other side by land of Stewart Lee. Being the same property which was acquired by Raphael Provosty from Miss. Virginia O. Provosty on April 1, 1914 by act passed before Albin Provosty, Notary Public, which was duly recorded in the conveyance records of the Parish of Pointe Coupee under Entry No. 29,535, all as shown by map made by S. N. Garrett, C.E., on March 14, 1940, which map is annexed to the act of sale from James W. McGinty to Nemours Platt, recorded in the conveyance records of Pointe Coupee Parish, Louisiana, under Book "Q", Entry No. 1081.

LESS AND EXCEPT seventy-five (75) acres of land reserved by James W. McGinty taken from the western portion of said above described property, the property herein excepted having a front of seven hundred nine and 85/100 feet (709.85) on the public road along the levee, by a depth between parallel lines to the Portage Drainage District Canal; bounded on the north by the public road on which it fronts; east by the remainder of the larger tract from which it is taken; south by the Portage Drainage District Canal; and west by property of the heirs of Stewart Lee; all as is fully shown and designated on said map above mentioned; between the letters A, B, C, & D.

The above described property herein described is part of the same land purchased by James W. McGinty from Albin Provosty by act of sale dated September 6, 1928, filed and recorded September 6, 1928 in the Conveyance records of the Parish of Pointe Coupee, Louisiana, in Book "Q", under Entry No. 121.

Included in this description is the batture lying in front of the property herein described and in front of the property reserved by James McGinty, but said batture is subject to any rights of the Atchafalaya Basin Levee District thereon for levee purposes.

Being the same property acquired by Lynn Schexnayder, while married to Gertrude Langlois Schexnayder, from Nemours W. Platt by act of sale dated March 31, 1955, filed and recorded under Entry No. 147 of Conveyance Book 40, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: Servitude in favor of Gulf States Utilities Company dated October 18, 1973, filed and recorded under Entry No. 207 of Conveyance Book 117, records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by Lynn J. Schexnayder as surviving spouse in community with Gertrude Langlois Schexnayder, all as will more fully appear by reference to the judgment of possession rendered and signed on July 16, 1991 in the matter of her succession proceedings, bearing Number 25,737 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 150 of Conveyance Book 358, records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT an undivided one-half (%) of all of the oil, gas and minerals and mineral rights affecting the decedent's said one-half interest in the above described property. The mineral servitude created herein is inherited by Lynelle Schexnayder Gay as set forth hereinbelow.

2. An undivided one-half (%) of all of the oil, gas and minerals and mineral rights affecting the decedent's interest in all real property inherited by Lynelle Schexnayder Gay described hereinbelow in this judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Lynelle Schexnayder Gay (ss#436-92-5506), 10324 Pointe Coupee Road, New Roads, LA 70760, be and she is hereby recognized as a particular legatee of the decedent under the terms of his aforementioned testament and, as such, the owner and is herewith sent into possession of the following described property, to-wit:

1. All of the right, title and interest of the decedent, Lynn J. Schexnayder, being an undivided one-half (%) interest, in and to the following described property, to-wit:

a. A certain tract of land, with all buildings and improvements thereon, and with all rights, ways, servitudes and appurtenances thereunto belonging or in any wise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, having a front of one hundred twenty-eight (128) feet on the Mississippi River, by a depth of three (3) arpents, more or less, bounded in front by the said Mississippi River, West by lands formerly of Mrs. Helene Buquoi, below or east by lands formerly belonging to Elesse Landry and Alphonse Marque, and in the rear by lands now or formerly belonging to Elesse Landry and Alphonse Marque, the rear line of said property being indicated by three iron posts or sticks dividing the said property and the property formerly belonging to Elesse Landry and Alphonse Marque, which posts are in a line running east and west, established by John H. Glanton, C.E. Together with all batture, alluvion and accretion forming part thereof.

b. A certain parcel or tract of land, with all buildings and improvements thereon, and with all rights, ways, servitudes, and appurtenances thereunto belonging or in any wise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, fronting fourteen (14) feet on the public graveled highway along the Mississippi River by a depth between parallel lines to the property formerly belonging to Amedee J. Loupe, now to Albert J. Schexnayder, or assigns, a depth of three and one-half (3½) arpents, more or less, which said strip of land is bounded on one side by lands formerly of Amelcar Jarreau or assigns, and on the other side by lands formerly of the succession of Leo Buquoi, now of Joseph G. Beaud, et al. Together with all batture, alluvion, and accretion forming part thereof.

The portion of the above described lots of ground which is situated south of the southerly right of way limits of La. State Hwy No. 420 is more fully shown and designated as LOT D on that certain plat of survey made by John K. Laws, Jr., Registered Land Surveyor, dated October 18, 1984, a copy of which is filed and recorded under entry No. 131 of Conveyance Book 274 and Entry No. 703 of Map Book 4, records of Pointe Coupee Parish, Louisiana, reference being herewith made thereto for greater certainty of description.

Being the same property acquired by Lynn Schexnayder, while married to Gertrude Langlois Schexnayder, as follows: He acquired an undivided one-sixth (1/6th) interest therein from Amelcar Jarreau by act of sale dated April 5, 1944, filed and recorded under Entry No. 827 of Book "U" of the conveyance records; he acquired an undivided one-sixth (1/6th) interest therein from Albert Schexnayder, Jr. by act of sale dated January 6, 1950, filed and recorded under Entry No. 97 of Conveyance Book 25; he acquired an undivided one-sixth (1/6th) interest therein from Francis A. Schexnayder by act of sale dated March 12, 1951, filed and recorded under Entry No. 273 of Conveyance Book 31; and he and his wife, Gertrude Langlois Schexnayder, acquired the remaining undivided one-half (1/2) interest therein from Joseph G. Beaud and Evelyn Gassie Beaud by act of sale dated September 8, 1986, filed and recorded under Entry No. 159 of Conveyance Book 301, all records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by Lynn J. Schexnayder as surviving spouse in community with Gertrude Langlois Schexnayder, all as will more fully appear by reference to the judgment of possession rendered and signed on July 16, 1991 in the matter of her succession proceedings, bearing Number 25,737 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 150 of Conveyance Book 358, records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT an undivided one-half (1/2) of all of the oil, gas and minerals and mineral rights affecting the decedent's said one-half interest in the above described property. The mineral servitude created herein is inherited by Mary Ann Schexnayder Goodyear as set forth hereinabove.

2. All of the right, title and interest of the decedent, Lynn J. Schexnayder, being an undivided one-half (1/2) interest, in and to the following described property, to-wit:

A certain tract of land or plantation, situated in the Parish of Pointe Coupee, State of Louisiana, now known as Live Oak Plantation, which plantation is composed of four certain tracts of land described as follows, to-wit:

First: A certain plantation, many years ago known as the "Zenon Porche Plantation" and later known as the "Labatut Plantation", now having a width on the Mississippi River of eight arpents, more or less, and now having a width on the forty arpent line from said river of twelve arpents, more or less; less the three tracts of land donated by Jules Labatut on November 12, 1908, to his three children, Albert Labatut, Miss Clélie Labatut, and Mrs. Euphemie Labatut, wife of Oliver C. Provosty, out of the northeast corner of said plantation, back of the public road, by act before Alvin Provosty, Notary Public, and recorded in Conveyance Book 17, Page 15, under number 26,023; and less the lot of one arpent from the Public Road by four arpents deep, situated in the northwest corner of that part of the said plantation, back of the public road, having a width of eight arpents on the Mississippi River, which lot was donated by Jules Labatut to Archbishop Janssens for the St. Francis Catholic Church and cemetery on June 5, 1894, by act before Alvin Provosty, recorded in Conveyance Book 6, Folio 596, under the number 17,020. That portion of said plantation measuring eight arpents on the Mississippi River, as aforesaid, has a depth of eighty arpents, and the additional portion thereof, adjoining thereto and extending four arpents further up the river; so as to give a width of

twelve arpents on the said forty arpent line at the forty arpent line, has a depth from said forty arpent line of forty arpents. The said plantation is bounded on the front or North by the Mississippi River, below or East for the distance of six hundred thirty six feet back from the public road, by the hereinabove described lot, donated as aforesaid to said Mrs. Euphamie Labatut, wife of Judge Olivier O. Provosty, and for the remainder of its depth of eighty arpents from the Mississippi River below or East by the plantation known as the St. Maurice Plantation, formerly belonging to J. H. Stonaker and others; and South or in the rear by lands fronting on False River, and above or West for the distance of four arpents back from the Public Road by lot donated, as aforesaid by the said Jules Labatut on June 5, 1894, by act before Albin Provosty, Notary Public, to Archbishop Janssens for the St. Francis Catholic Church and cemetery; and back of said church and cemetery lot, which measures one arpent front on the Public Road by four arpents deep, the said plantation is bounded above or West, to the depth of forty arpents from the river, by lands originally forming part of this same plantation and sold by Mrs. Jules Labatut to Robert Montgomery on June 19, 1872, which said sale is recorded under number 9514 (folio 454) in the Conveyance records of Pointe Coupee Parish; and back of the forty arpents line said plantation is bounded in front or North for the width of the upper four arpents of the twelve arpents width by the lot formerly sold as aforesaid to Robert Montgomery, and above or west by the plantation known as the Sugarland Plantation.

Second: A certain tract of land situated in the Parish of Pointe Coupee, on the right bank of the Mississippi River and forming formerly a part of the Labatut Plantation which is the same plantation hereinabove described "First". The said tract of land is bounded in front or North by the Public Road along the Mississippi River; East or below by the lot donated on November 28, 1914, by said Mrs. O. O. Provosty to her sister, Miss Clelie Labatut (Conveyance Book 19, Page 538); West or above, and South or in the rear by other portions of the said Labatut Plantation. Said lot measures one hundred and forty-four feet front measuring West from the Lot donated, as above mentioned, to Miss Clelie Labatut, and measures from front to rear, or from North to South, six hundred and thirty six feet and lies between parallel lines.

Being the same property acquired by the said Mrs. Olivier O. Provosty by donation from her father, Jules Labatut, on November 12, 1908, by act of donation which is recorded in Conveyance Book 17, page 15, of the Parish of Pointe Coupee under number 26023, less a strip of land which formed a part of the land so donated to her which measures eighteen feet front by six hundred thirty six feet in depth, fronting on the Public Road on the Mississippi River, and bounded below by the land donated by the said Jules Labatut to his daughter, Miss Clelie Labatut, as above mentioned and above by the remainder of the property donated as aforesaid to the said Mrs. Olivier O. Provosty, which strip was donated by the said Mrs. Provosty to her sister, Miss Clelie Labatut on the 28th day of November, 1914, by act before Albin Provosty, Notary Public, and recorded under number 29,828 in the Conveyance Records of the Parish of Pointe Coupee in Conveyance Book 19, page 538.

Third: A certain tract of land, with all the buildings and improvements thereon, situated on the Mississippi River, in the Parish of Pointe Coupee, fronting three arpents on said river by a depth of forty arpents, more or less, according to the titles of said property; bounded on one side by the

Sugarland Plantation and on the other side by the land of the Fairfield Baptist Church, and by land now or formerly belonging to Jules Labatut, and in the rear by land now or formerly belonging to Jules Labatut, together with all the rights, ways, privileges and servitudes thereto belonging or in anyway appertaining.

There is excepted from this tract, a tract of land on the upper front side of the above described property having one arpent front by three in depth, now or formerly belonging to the widow Helen Bourgeois Buquoi, and there is also excepted from this tract another tract of land adjoining the said Buquoi tract measuring three quarters of an arpent by four arpents in depth, now or formerly belonging to Joseph Henry Hebert.

The tracts of land above described, First, Second, and Third were acquired by Lynn B. Hudson and J. Price Hudson from J.P. Hudson's Sons Company, Incorporated, by act of sale passed before Edward Richter, Notary Public, on December 8, 1919, and duly recorded in the Conveyance Records of the Parish of Pointe Coupee under entry No. 3580, of Book "C".

Fourth: A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, and described as follows:

Being a tract or parcel of land having an area of twenty-two and one third (22 1/3) acres, bounded on the South by land of J.P. Hudson's Sons and Company, known as the Live Oak Plantation, bounded below by the Live Oak Plantation and above by Marks Property, now the property of J.P. Hudson's Sons Company, or assigns; said tract of land has a width of one (1) acre on the south end of said property, the side lines both extending northward or towards the Mississippi River between parallel lines for an approximate distance of twenty-six (26) arpents and twenty-one (21) compasses, more or less, so as to include an area of twenty-two and one-third (22 1/3) acres; the north and south lines of the property herein described to be parallel. The Southern boundary line of the property herein described is the back line of what is commonly known as the front concessions, which has a width of one (1) acre.

Being the same property acquired by the commercial firm of J.P. Hudson's Sons Company, composed of L. B. Hudson and J.P. Hudson, by act of sale passed before F. C. Claiborne, Notary Public, on October 22, 1924, recorded under Entry No. 8615 of Book "E", Conveyance Records of the Parish of Pointe Coupee, State of Louisiana.

Being the same property acquired by Albert J. Schexnayder from L. B. Hudson, et al. by act before Watts K. Leverich, Notary Public of the City of New Orleans, Parish of Orleans, dated the 27th day of June, 1927 and duly recorded under Entry No. 1963 of Book "F", Pointe Coupee Parish, Louisiana.

There is included in this description all batture land of the above described lands whether included in the above description or not.

The plantation described as "First", "Second", "Third", and "Fourth" above being the same property acquired by Lynn J. Schexnayder, while married to Gertrude Langlois Schexnayder, from Albert J. Schexnayder by act of sale dated January 18, 1949, filed and recorded under Entry No. 127 of Conveyance Book 23, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: (1) Right-of-way for pipeline purposes in favor of Transcontinental Gas Pipeline Corporation dated May 3, 1949, filed and recorded under Entry No. 1108 of Conveyance Book 23; (2) Right-of-way for pipeline purposes in favor of Transcontinental Gas Pipeline Corporation dated June 3, 1955, filed and recorded under Entry No. 452 of Conveyance Book 40; (3) Right-of-way for pipeline purposes in favor of Texas Eastern Transmission Corporation dated June 10, 1955, filed and recorded under Entry No. 60 of Conveyance Book 41; (4) Right-of-way for pipeline purposes in favor of Transcontinental Gas Pipeline Corporation dated May 31, 1960, filed and recorded under Entry No. 240 of Conveyance Book 49; (5) Right-of-way for pipeline purposes in favor of Texas Eastern Transmission Corporation dated September 26, 1961, filed and recorded under Entry No. 467 of Conveyance Book 53; (6) Right-of-way for pipeline purposes in favor of Colonial Pipeline Company dated September 19, 1962, filed and recorded under Entry No. 339 of Conveyance Book 54; (7) Easement for natural gas pipeline in favor of the Village of Morganza dated July 16, 1968, filed and recorded under Entry No. 133 of Conveyance Book 79; (8) Right-of-way for pipeline purposes in favor of Colonial Pipeline Company dated October 21, 1975, filed and recorded under Entry No. 54 of Conveyance Book 128; (9) Right-of-way for pipeline purposes in favor of Texas Eastern Transmission Corporation dated August 24, 1981, filed and recorded under Entry No. 98 of Conveyance Book 214; (10) Right-of-way in favor of Pointe Coupee Electric Membership Corporation dated March 8, 1990, filed and recorded under Entry No. 94 of Conveyance Book 346; (11) Right-of-way for pipeline purposes in favor of Louisiana Intrastate Gas dated March 15, 1997, filed and recorded under Entry No. 143 of Conveyance Book 430; and (12) Right-of-way in favor of Vyvx, Inc. dated November 14, 1997, filed and recorded under Entry No. 48 of Conveyance Book 441, all records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT THEREFROM:

A certain lot or parcel of land, together with all buildings and improvements thereon, and all the rights, ways, privileges, prescriptions, and advantages thereunto belonging or in any wise appertaining, lying and being situated in Section 4, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, containing 13.884 acres, more or less, being designated as Lot A on and more particularly described according to map entitled "MAP SHOWING SURVEY OF LOT A BEING A CERTAIN LOT OF LAND REMOVED FROM A LARGER TRACT OF LAND FORMERLY KNOWN AS LIVE OAK PLANTATION, SAID LOT OF LAND FRONTS ALONG LA. HWY NO. 420 WHICH RUNS ALONG THE MISSISSIPPI RIVER IN SECTION 4, T-4-S, R-10-E, SOUTHEASTERN LAND DISTRICT WEST OF THE MISSISSIPPI RIVER, POINTE COUPEE PARISH, LOUISIANA FOR LYNN SCHEXNAYDER", by John K. Laws, Jr., Registered Land Surveyor, dated June 18, 1984, a copy of which is filed and recorded under Entry No. 158 of Conveyance Book 292, and under Map No. 829 of Map Book 4, records of Pointe Coupee Parish, Louisiana, reference being herewith made to said survey for greater certainty of description as follows:

Commence at iron pipe located on the south right-of-way line of La. Hwy. No. 420, being the northeast corner of the property herein described and POINT OF BEGINNING; thence run S 4° 50' 21" W, a distance of 1418.42' to an iron pipe corner; thence run N 85° 40' 02" W, a distance of 178.99' to an iron pipe and corner; thence run N 84° 21' 22" W, a distance of 145.90' to an iron pipe and corner; thence run

N 82° 38' 45" W, a distance of 240.11' to an iron pipe and corner marking the southwest corner of the property; thence run N 4° 52' 05" E, a distance of 913.05' to an iron pipe and corner marking the northwest corner of the property; thence run S 86° 25' 26" E, a distance of 183.88' to an iron pipe and corner; thence run S 4° 52' 05" W, a distance of 94.85' to an iron pipe and corner; thence run S 81° 36' 14" E, a distance of 15.58' to an iron pipe and corner; thence run S 4° 30' 28" W, a distance of 251.76' to an iron pipe and corner; thence run S 83° 16' 39" E, a distance of 109.80' to an iron pipe and corner; thence run N 4° 58' 0" E, a distance of 831.66' to an iron pipe located in the south right-of-way line of La. Hwy No. 420 and corner; thence run S 87° 23' 51" E along the south right-of-way line of La. Hwy. No. 420 a distance of 252.35' to an iron pipe and corner and POINT OF BEGINNING.

Being the same property transferred by Lynn J. Schexnayder and Gertrude Langlois Schexnayder to their daughter, Lynelle Schexnayder Gay, by act of donation dated December 27, 1985, filed and recorded under Entry No. 158 of Conveyance Book 292, records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by Lynn J. Schexnayder as surviving spouse in community with Gertrude Langlois Schexnayder, all as will more fully appear by reference to the judgment of possession rendered and signed on July 16, 1991 in the matter of her succession proceedings, bearing Number 25,737, on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 150 of Conveyance Book 358, records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT an undivided one-half (%) of all of the oil, gas and minerals and mineral rights affecting the decedent's said one-half interest in the above described property. The mineral servitude created herein is inherited by Mary Ann Schexnayder Goodyear as set forth hereinabove.

3. All of the right, title and interest of the decedent, Lynn J. Schexnayder, being an undivided one-half (%) interest, in and to the following described property, to-wit:

A certain tract of land, with all buildings and improvements thereon, and with all batture, alluvion, dereliction, and accretion in front thereof, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in any wise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being formerly part of the St. Maurice Plantation, and which said tract of land is more particularly described as follows:

A certain tract of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, containing one hundred twenty (120) acres, more or less, bounded as follows: in front, or North, by the public levee along the Mississippi River, on the upper side or west by property formerly of J.P. Hudson and Sons, now or formerly of Albert J. Schexnayder; on the lower side, or east by Lot No. 2 of the map of survey made by S. N. Garrett, Parish Surveyor, dated September 18th, 1914, recorded under Entry No. 112 of Book "A" of the conveyance records of Pointe Coupee Parish, Louisiana, formerly belonging to Mrs. Ida Parmelee Bourgeois, now to Paul F. Loup or assigns; and on the south, or in the rear, by the right of way of the Texas and Pacific Railway Company, including however, all the fee underneath said railway company right of way.

The tract of land above described formerly formed a part of the following described larger tract of land from which it was taken, to-wit: A certain tract of land, situated on the West Bank of the Mississippi River, in the Parish of Pointe Coupee, State of Louisiana, having a front on the public levee of 3-1/8 arpents, and extending back the full depth of the St. Maurice Plantation, of which it heretofore formed a part, and containing 187.05 acres, and being designated as Lot No. 1 on a certain map or plat of survey made by S. N. Garrett, Parish Surveyor, of date September 18, 1914, which map is attached to an act of sale by Mrs. J. H. Stonaker to Mrs. Joseph Lejeune, dated April 13, 1915, recorded in Conveyance Records of the Parish of Pointe Coupee under Entry No. 112 of Book "A". Which said Lot No. 1 is bounded on the upper side or west by property formerly of J. P. Hudson and Sons, now of A. J. Schexnayder, or assigns, and on the lower side or east by Lot No. 2 of said map, formerly property of Mrs. Ida Parmelee Bourgeois, now of Paul F. Loup, or assigns.

The larger tract of land immediately above described was acquired by James D. Stonaker, Floyd F. Stonaker and Mrs. Annie Viola Stonaker Parmelee, by inheritance as the children and sole and only heirs at law of their deceased mother, Mrs. Gertrude Bourgeois Stonaker, as appears from judgment rendered and signed by Hon. W. C. Carruth, Judge in the matter of the Succession of Mrs. Gertrude Bourgeois Stonaker, No. 1549 on the Docket of the 18th Judicial District Court, in and for the Parish of Pointe Coupee, State of Louisiana, and which judgment was signed on March 29, 1934, and is duly recorded under Entry No. 2251 of Book "I" of the conveyance records in the office of the Clerk of Court and Recorder of the Parish of Pointe Coupee, Louisiana.

There is included in the description of the tract of land hereinabove described, as part thereof, all of the land lying in front of said above described tract of land, that is, between the tract of land hereinabove described and the Mississippi River, including all batture, alluvion and dereliction, with all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in any wise appertaining.

SUBJECT TO: (1) Right-of-way for the public state blacktop highway along the levee of the Mississippi River; (2) Right-of-way for the public levee along the Mississippi River; (3) Easement granted to Pointe Coupee Electric Membership Corporation dated March 7, 1938, recorded under Entry No. 1911 of Book "O", conveyance records of Pointe Coupee Parish, Louisiana; (4) Right-of-way granted to Transcontinental Gas Pipe Line Corporation dated February 5, 1949, recorded under Entry No. 770 of Conveyance Book 23, records of Pointe Coupee Parish, Louisiana; (5) Right-of-way granted to Texas Eastern Transmission Corporation dated May 13, 1955, recorded under Entry No. 572 of Conveyance Book 40, records of Pointe Coupee Parish, Louisiana; (6) Right-of-way granted for Louisiana State Hwy. No. 1 along The Texas and Pacific Railway Co. right-of-way; (7) Right-of-way in favor of Pointe Coupee Electric Membership Corporation dated March 8, 1990, filed and recorded under Entry No. 94 of Conveyance Book 346; (8) Right-of-way for pipeline purposes in favor of Louisiana Intrastate Gas dated March 15, 1997, filed and recorded under Entry No. 143 of Conveyance Book 430; and (9) Right-of-way in favor of Vyvx, Inc. dated November 14, 1997, filed and recorded under Entry No. 48 of Conveyance Book 441, all records of Pointe Coupee Parish, Louisiana.

Being the same property acquired by Lynn J. Schaxnayder, while married to Gertrude Langlois Schaxnayder, as follows: He acquired an undivided 1/6th interest therein by purchase from Marie F. Stonaker and Beatrice Viola Stonaker by act of sale under private signature, duly acknowledged, filed and recorded January 30, 1961, under Entry No. 144 of Conveyance Book 51; he acquired an undivided 1/12th interest therein by purchase from James Lynn Stonaker by act of sale under private signature, duly acknowledged, and recorded February 8, 1961 under Entry No. 168 of Conveyance Book 51; he acquired an undivided 1/4 interest therein by purchase from Annie Viola Stonaker Parmelee by act of sale under private signature, duly acknowledged, filed and recorded February 23, 1961 under Entry No. 196 of Conveyance Book 51; he acquired an undivided 1/12th interest therein by purchase from Gertrude Mary Stonaker Smith by act of sale under private signature, duly acknowledged, filed and recorded March 14, 1961 under Entry No. 241 of Conveyance Book 51; he acquired an undivided 1/12th interest therein by purchase from Edward H. Stonaker by act of sale under private signature, duly acknowledged, filed and recorded March 14, 1961 under Entry No. 242 of Conveyance Book 51; he acquired an undivided 1/12th interest therein by purchase from Clifton E. Stonaker by act of sale under private signature, duly acknowledged, filed and recorded April 14, 1961 under Entry No. 311 of Conveyance Book 51, all records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: (1) Servitudes of record for pipeline purposes in favor of various companies; (2) Servitude in favor of Gulf State Utility Company filed and recorded under Entry NO. 262 of Conveyance Book 217; and (3) Right-of-way in favor of Pointe Coupee Electric Membership Corporation dated March 8, 1990, filed and recorded under Entry No. 90 of Conveyance Book 346, all records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT THEREFROM:

A certain lot or parcel of land, together with all buildings and improvements thereon, and all the rights, ways, privileges, prescriptions and advantages thereunto belonging or in any wise appertaining, lying and being situated in Sections 5 and 6, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, containing 10.00 acres, more or less, being designated as Lot 1A on and more particularly described according to map entitled "MAP SHOWING SURVEY OF LOT 1A BEING A CERTAIN LOT OF LAND REMOVED FROM A LARGER LOT OF LAND FORMERLY BEING A PORTION OF ST. MAURICE PLANTATION, SAID LOT BEING LOCATED IN SECTIONS 5 & 6, T-4-S, R-10-E, SOUTHEASTERN LAND DISTRICT WEST OF THE MISSISSIPPI RIVER, POINTE COUPEE PARISH, LOUISIANA, FOR LYNN SCHEKNAYDER", dated June 2, 1984 by John K. Laws, Jr., Registered Land Surveyor, a copy of which is filed and recorded under Entry No. 159 of Conveyance Book 292, and under Map No. 830 of Map Book 4, records of Pointe Coupee Parish, Louisiana, reference being herewith made to said survey for greater certainty of description as follows:

Commence at an iron pipe located on the south right-of-way line of La. Hwy. No. 420, being the northwest corner of the property herein described and POINT OF BEGINNING; thence run S 87° 07' 47" E along the south right-of-way line of La. Hwy. No. 420 a distance of 601.24' to an iron pipe located on the south right-of-way line of La. Hwy. No. 420 and corner; thence run S 4° 10' 52" W a distance of 723.16' to

an iron pipe and corner; thence run N 87° 07' 47" W to an iron pipe and corner; thence run N 4° 23' 00" E a distance of 723.22' to an iron pipe located on the south right-of-way line of La. Hwy. No. 420 and POINT OF BEGINNING.

Being the same property transferred by Lynn J. Schexnayder and Gertrude Langlois Schexnayder to their daughter, Mary Ann Schexnayder Goodyear, by act of donation dated December 27, 1985, filed and recorded under Entry No. 159 of Conveyance Book 292, records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by Lynn J. Schexnayder as surviving spouse in community with Gertrude Langlois Schexnayder, all as will more fully appear by reference to the judgment of possession rendered and signed on July 16, 1991 in the matter of her succession proceedings, bearing Number 25,737 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 150 of Conveyance Book 358, records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT an undivided one-half (½) of all of the oil, gas and minerals and mineral rights affecting the decedent's said one-half interest in the above described property. The mineral servitude created herein is inherited by Mary Ann Schexnayder Goodyear as set forth hereinabove.

4. An undivided one-half (½) of all of the oil, gas and minerals and mineral rights affecting the decedent's interest in all real property inherited by Mary Ann Schexnayder Goodyear described hereinabove in this judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said Mary Ann Schexnayder Goodyear and Lynelle Schexnayder Gay be and they are hereby recognized as the residuary legatees and sole universal heirs of the decedent under the terms of his aforementioned testament and, as such, the owners and are herewith sent into possession of the remainder and residue of all property belonging to the decedent's succession, in equal proportions to each, said property consisting more particularly of the following, to-wit:

REALTY

All of the right, title and interest of the decedent, Lynn J. Schexnayder, being an undivided one-half (½) interest, in and to the following described property, to-wit:

A certain lot or parcel of land, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging on in any wise appertaining, situated at Oscar in the Parish of Pointe Coupee, State of Louisiana, being known and designated as LOT E on a map of survey made by Daryl B. Patin, Registered Land Surveyor, dated June 5, 1973 and revised to show said "LOT E" on September 10, 1976, a copy of which map of survey is annexed to an act of sale recorded

under Entry No. 238 of Book 134 of the conveyance records of Pointe Coupee Parish, Louisiana, and which map of survey is made a part hereof by reference for greater certainty of description. Said Lot E has a front of one-hundred-twenty-two (122) feet on the north right of way limits of the Public State Highway which runs along False River (now known as Louisiana State Highway No. 1) by a depth on its eastern boundary line of two-hundred-ninety-four & 7/10 (297.7) feet, more or less, extending to False River, a depth on its western boundary line of three-hundred-thirty-nine & 2/10 (339.2) feet, more or less, extending to False River, and having a width on its rear or northern boundary line of one-hundred nine & 73/100 (109.73) feet and being bounded as follows: On the south by the right of way of said Louisiana State Highway No. 1; on the east by the west bank of the drainage ditch shown on said map of survey (which drainage ditch separates said "Lot E" from property belonging to Berline E. Perkins); on the west by property belonging to Willie I. Hurdle, Jr. and Eugene J. Bonaventure; and on the north by False River.

Being the same property acquired by Lynn J. Schexnayder and Mrs. Gertrude Langlois Schexnayder from Hampton Pitcher Stewart, Jr. by act of sale dated March 2, 1982, filed and recorded under Entry No. 194 of Conveyance Book 224, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: Drainage servitude in favor of the Pointe Coupee Parish Police Jury dated April 15, 1983, filed and recorded under Entry No. 29 of Conveyance Book 246, records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by Lynn J. Schexnayder as surviving spouse in community with Gertrude Langlois Schexnayder; all as will more fully appear by reference to the judgment of possession rendered and signed on July 16, 1991 in the matter of her succession proceedings, bearing Number 25,737 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 150 of Conveyance Book 358, records of Pointe Coupee Parish, Louisiana.

PERSONALTY

1. All of the right, title and interest of the decedent in and to the following described property, to-wit:

One lot miscellaneous household furniture, fixtures, appliances and effects situated in late residence of the decedent.

2. Checking account No. 44 0060 2089 with Regions Bank in name of Lynn Schexnayder.
3. Checking account No. 44 0100 3844 with Regions Bank in name of Lynn Schexnayder.
4. One-half (½) interest in checking account No. 1071904 with Peoples Bank in names of Rosemary & Lynn Schexnayder.
5. All of the right, title and interest of the decedent in and to the following described property, to-wit:
 - 1 John Deere .750 drill bearing Ser#N00750X009783
 - 1 Rhino 15 ft. cutter FM 15 Ser#15922
 - 1 New Holland 617 hay cutter Ser#648269

- 1 Hay King 10 ft. pasture renovator
 - 1 Befco V rake Ser#177884
 - 1 Land Pride 15 ft. cutter
 - 1 John Deere 3255 tractor Ser#742241
 - 1 Ford 7840 tractor w/bush hog 2845 loader
 - 1 Miller Welder Bobcat 25
 - 1 Land Pride 5 ft. cutter
 - 1 Krone 282 hay cutter
6. One herd of cattle consisting of 345 Cross Bred cows and 17 Charolais bulls and 33 heifers.
 7. 1993 Toyota truck bearing VIN JT4VN13D2P5113540 and represented by La. Certificate of Title No. C96560066 in name of Lynn Schexnayder.
 8. 2000 Toyota truck bearing VIN STBRT3412YS004054 and represented by La. Certificate of Title No. A3423240 in name of Lynn J. Schexnayder.
 9. Franklin Federal Tax-Free Income Fund-CLA Account # 116-11602257904 in name of Lynn Schexnayder.
 10. Inland Retail Real Estate Trust Acct. #5020 in name of Lynn Schexnayder.
 11. Pershing Brokerage Account @ SunAmerica Securities HOUMA LA UTILS REV 6.250% 01/01/12 B/E DTD 01/01/92 CLB Account #086-413234.
 12. Portfolio held with Dorsey & Company Incorporated, New Orleans, Louisiana, in name of Lynn J. Schexnayder, bearing Account No. 015 DT02 6990-3493.
 13. Regional Transit Authority Sales Tax Revenue Bond, Series 1991, principal \$75,000.00, dated December 1, 1991 bearing 6.5% interest with maturity of December 1, 2008, bearing Number R-0385, registered February 14, 1992 in name of Lynn J. Schexnayder.
 14. Public Improvements Sales Tax Bond, Series ST-1993A of the Parish of East Baton Rouge, Louisiana, principal \$150,000.00, dated October 1, 1993 bearing 4.9% interest with maturity of February 1, 2017, bearing Number R-01187, registered May 6, 1994 in name of Lynn J. Schexnayder.
 15. Sales Tax Refunding Bond, Series 1993A, of Sales Tax District No. Three of the Parish of St. Tammany, Louisiana principal \$10,000.00, dated June 1, 1993 bearing 5.25% interest with maturity of December 1, 2006, bearing Number R-0436, registered August 9, 1994 in name of Lynn J. Schexnayder.
 16. Hospital Service District No. 3 of the Parish of East Baton Rouge, Louisiana Revenue Bonds, Woman's Hospital Foundation Issue, Series A principal \$5,000.00, dated October 1, 1979 bearing 7.20% interest with maturity of October 1, 2008, bearing Numbers 776, 777, 779, 2387 and 2388.
 17. An inchoate and unliquidated interest in an action arising out of the injuries to Lynn J. Schexnayder on August 25, 2001.
 18. All funds remaining in the hands of the co-executrices.

following parties are hereby recognized as the owners of the following movable effects acquired by them by manual gift from the decedent prior to his death, viz:

Mary Ann Schexnayder Goodyear:

1. Starcraft party barge bearing La. Dept. of Wildlife & Fisheries registration numbers LA 8024 EF and 2003 055195.
2. 1990 Magic Touch boat trailer bearing VIN 1MS8GZ2XL1026533 and represented by La. Cert. of Title No. C8463616.
3. 2000 Bombay 4 wheeler bearing VIN 2BVAARAC7YV000716 and represented by La. Cert. of Title No. A3702552.
4. 1998 Kawasaki 4 wheeler bearing VIN JK1AFCA16XB522202 and represented by La. Cert. of Title No. A2997889.
5. 1980 BB utility trailer bearing VIN 80290 and represented by La. Cert. of Title No. C2401504.

Lynelle Schexnayder Gay:

1. 1997 Kawasaki 4 wheeler bearing VIN JKAVFKA1KB501958 and represented by La. Cert. of Title No. A3739282.
2. Bayliner boat bearing La. Dept. of Wildlife & Fisheries registration numbers LA 2903 BD and 1996 014204.
3. 1984 Escort boat trailer bearing VIN 1M5ENP10E100078 with La. License registration D078554.
4. 1994 Magic Touch trailer bearing VIN 1M5CLS1KR1037028 and represented by La. Cert. of Title No. A360424.

**Mary Ann Schexnayder Goodyear and
Lynelle Schexnayder Gay jointly:**

1. 1999 Circle M utility trailer bearing VIN 1C9US1623XM364257 and represented by La. Cert. of Title No. A3739259.
2. 1990 Twi. trailer bearing VIN 1T9U61212L1181011 and represented by La. Cert. of Title No. C8217335.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all inheritance and estate transfer taxes due the State of Louisiana herein have been paid.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all federal estate taxes due by this succession are hereby apportioned to the individual heirs and legatees hereunder in proportion to the values of their inheritances, and the payment of all Louisiana inheritance and estate transfer taxes by the co-executrices out

of funds ultimately due the heirs who owed same is also hereby approved and confirmed, said taxes to be charged against the inheritance to be distributed to each of said heirs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there being no further need for an administration of this succession, same is hereby dispensed with and Mary Ann Schexnayder Goodyear and Lynelle Schexnayder Gay be and they are hereby discharged from their trusts as co-executrices of this succession, reserving to them full power and authority regarding the fixing and payment of all taxes.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, bankers, trust companies, insurance companies and all other persons, partnerships, unincorporated associations, corporations, and depositories having on deposit, or in their possession, or under their control, any moneys, credits, stocks, dividends, bonds or any other credit or right or property depending upon or belonging to the succession of Lynn J. Schexnayder are hereby required to deliver them to Mary Ann Schexnayder Goodyear and Lynelle Schexnayder Gay in equal proportions to each.

JUDGMENT READ, RENDERED AND SIGNED in chambers at New Roads, Louisiana, this 8 day of April, 2003.

James Best
JUDGE

BK NO
RECEIVED & FILED
2003 APR -8 AM 11:15
L. A. CLERK OF COURT
CLERK OF COURT & RECORDER
PARISH OF POINT COUPEE

ATTEST A TRUE CERTIFIED COPY

DATE FILED 4-8-03

Pauline Dean
CLERK OF COURT
POINT COUPEE PARISH
NEW ROADS, LOUISIANA

For det of correction
refer to CB 492, NO. 261
352 mjc
9-8-03

NOTARIAL ACT PARTIALLY TERMINATING
TRUST AND DISTRIBUTING TRUST PROPERTY

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

CB 491 NO. 117
RECEIVED & FILED
2003 JUL - 9 PM 3:45
LANELL SCHEXNAYDER
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

BE IT KNOWN that on this 30th day of April, 2003, before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

MARY ANN SCHEXNAYDER GOODYEAR, born Schexnayder, wife of Bob Allen Goodyear, with whom she resides, domiciled in the Parish of Pointe Coupee, Louisiana, address: 10534 Pointe Coupee Road, New Roads, Louisiana 70760;

(hereinafter "Mary Ann"); and

LYNELLE SCHEXNAYDER GAY, born Schexnayder, wife of Andrew Price Gay, Jr., with whom she resides, domiciled in the Parish of Pointe Coupee, Louisiana, address: 10324 Pointe Coupee Road, New Roads, Louisiana 70760;

(hereinafter "Lynelle");

appearing herein individually and in their capacities as Trustees of the GERTRUDE LANGLOIS SCHEXNAYDER TESTAMENTARY TRUST (hereinafter "the Trust"), who declared as follows:

That by last will and testament dated May 25, 1989, and codicil thereto dated July 7, 1989, filed and recorded under Entry No. 38 of Conveyance Book 350, records of Pointe Coupee Parish, Louisiana, Gertrude Langlois Schexnayder created the Trust, said trust instruments being made a part hereof by reference.

That the trustee and primary income beneficiary of the Trust was Lynn J. Schexnayder, who died on August 25, 2001, and whose succession was settled under Number 35,869 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, a judgment of possession having been duly rendered and signed therein on April 8, 2003, filed and recorded under Entry No. 070 of Conveyance Book 489, records of said parish.

That Mary Ann and Lynelle are the successor income beneficiaries, sole principal beneficiaries and successor co-trustees of the Trust.

That Mary Ann and Lynelle in their capacities as co-trustees of the Trust do now hereby grant, convey, transfer, set over, assign and deliver without any warranty whatsoever unto themselves, as principal beneficiaries of the Trust, the following respective properties, to-wit:

TO MARY ANN IN FULL OWNERSHIP:

1. All of the right, title and interest of the Trust, being an undivided one-half (½) interest, in and to the following described property, to-wit:

A certain tract of land or plantation, situated in the Parish of Pointe Coupee, State of Louisiana, composed of the following tracts of land described as follows, to-wit:

1st: A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, having a front of eight (8) arpents on the Mississippi River by a depth of fifty-eight (58) arpents, more or less; bounded above by lands formerly of Mrs. V. Provosty, and below by land formerly belonging to John Burke; being the same property which was acquired by Mrs. Georgina Provosty from Albin Provosty by act passed before O. O. Provosty, Notary Public, on December 1, 1899, which act was duly recorded in the conveyance records of the Parish of Pointe Coupee, State of Louisiana, under Entry No. 19,114, which sale included the lot or tract of land purchased from Mrs. Marcel Fabre, by an act passed before C. E. Roy, Notary Public, on January 14, 1897, and recorded in the conveyance records of the Parish of Pointe Coupee, under Entry No. 17,712, described as follows, to-wit:

A certain tract of land measuring nine (9) acres in area and forming part of land formerly of Nemours W. Platt situated in the Parish of Pointe Coupee, said lot presently described being a portion of Lot Eighty-two (82), Township 4 South, Range 10 East, lying and being on the west side of Bayou Pont and being bounded on the west by land formerly of McGinty and on the north by land formerly of John Burke, all of which will more fully appear by plat of said lot made by John H. Glanton, C.E., and attached to an act of sale from James W. McGinty to Nemours W. Platt and recorded in Conveyance Book "Q", under Entry No. 1081, of the records of Pointe Coupee Parish, Louisiana.

2nd: A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, having a front of one (1) arpent on the Mississippi River by a depth of forty (40) arpents, more or less; bounded by land formerly of Ledoux heirs and above by Lot No. Two of the Old Scott Plantation.

3rd: A certain tract of land, with all the buildings and improvements thereon fronting on the Mississippi River, with an original depth between parallel lines of forty (40) acres; bounded on one side by land now or formerly of heirs of Raphael Provosty and on the other side by land of Stewart Lee. Being the same property which was acquired by Raphael Provosty from Miss. Virginia O. Provosty on April 1, 1914 by act passed before Albin Provosty, Notary Public, which was duly recorded in the conveyance records of the Parish of Pointe Coupee under Entry No. 29,535, all as shown by map made by S. N. Garrett, C.E., on March 14, 1940, which map is annexed to the act of sale from James W. McGinty to Nemours Platt, recorded in the conveyance records of Pointe Coupee Parish, Louisiana, under Book "Q", Entry No. 1081.

LESS AND EXCEPT seventy-five (75) acres of land reserved by James W. McGinty taken from the western portion of said above described property, the property herein excepted having a front of seven hundred nine and 85/100 feet (709.85) on the public road along the levee, by a depth

between parallel lines to the Portage Drainage District Canal; bounded on the north by the public road on which it fronts; east by the remainder of the larger tract from which it is taken; south by the Portage Drainage District Canal; and west by property of the heirs of Stewart Lee; all as is fully shown and designated on said map above mentioned, between the letters A, B, C, & D.

The above described property herein described is part of the same land purchased by James W. McGinty from Albin Provosty by act of sale dated September 6, 1928, filed and recorded September 6, 1928 in the Conveyance records of the Parish of Pointe Coupee, Louisiana, in Book "G", under Entry No. 121.

Included in this description is the batture lying in front of the property herein described and in front of the property reserved by James McGinty, but said batture is subject to any rights of the Atchafalaya Basin Levee District thereon for levee purposes.

Being the same property acquired by Lynn Schexnayder, while married to Gertrude Langlois Schexnayder, from Nemours W. Platt by act of sale dated March 31, 1955, filed and recorded under Entry No. 147 of Conveyance Book 40, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: Servitude in favor of Gulf States Utilities Company dated October 18, 1973, filed and recorded under Entry No. 207 of Conveyance Book 117, records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by the Trust by inheritance from Gertrude Langlois Schexnayder, all as will more fully appear by reference to the judgment of possession rendered and signed on July 16, 1991 in the matter of her succession proceedings, bearing Number 25,737 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 150 of Conveyance Book 358, records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT an undivided one-half (½) of all of the oil, gas and minerals and mineral rights affecting the Trust's said one-half interest in the above described property, or an undivided one-fourth (1/4th) interest, in and to the whole of said property, being the same mineral interest transferred to Lynelle as set forth hereinbelow.

2. An undivided one-half (½) of all of the oil, gas and minerals and mineral rights affecting the Trust's one-half interest in all real property transferred to Lynelle hereinbelow.

3. The cash sum of Ninety-four Thousand Nine Hundred Five And No/100 (\$94,905.00) Dollars, representing the following:

(a) The cash sum of \$50,000.00 placed in said trust by Gertrude Langlois Schexnayder for the principal benefit of Mary Ann.

(b) The cash sum of \$44,905.00 paid to the Trust by the Succession of Lynn J. Schexnayder in satisfaction of the

debt due by him arising from the sale by the Trust to him of the Trust's undivided 39.15% interest in the herd of cattle inherited by it from Gertrude Langlois Schexnayder and of which Mary Ann was principal beneficiary.

TO LYNELLE IN FULL OWNERSHIP:

1. All of the right, title and interest of the Trust, being an undivided eighteen and 46/100 (18.46%) per cent interest in and to the following described property, to-wit:

a. A certain tract of land, with all buildings and improvements thereon, and with all rights, ways, servitudes and appurtenances thereunto belonging or in any wise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, having a front of one hundred twenty-eight (128) feet on the Mississippi River, by a depth of three (3) arpents, more or less, bounded in front by the said Mississippi River, West by lands formerly of Mrs. Helene Buquoi, below or east by lands formerly belonging to Elesse Landry and Alphonse Marque, and in the rear by lands now or formerly belonging to Elesse Landry and Alphonse Marque, the rear line of said property being indicated by three iron posts or sticks dividing the said property and the property formerly belonging to Elesse Landry and Alphonse Marque, which posts are in a line running east and west, established by John H. Glanton, C.E. Together with all batture, alluvion and accretion forming part thereof.

b. A certain parcel or tract of land, with all buildings and improvements thereon, and with all rights, ways, servitudes, and appurtenances thereunto belonging or in any wise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, fronting fourteen (14) feet on the public graveled highway along the Mississippi River by a depth between parallel lines to the property formerly belonging to Amedee J. Loupe, now to Albert J. Schexnayder, or assigns, a depth of three and one-half (3½) arpents, more or less, which said strip of land is bounded on one side by lands formerly of Amelcar Jarreau or assigns, and on the other side by lands formerly of the succession of Leo Buquoi, now of Joseph G. Beaud, et al. Together with all batture, alluvion, and accretion forming part thereof.

The portion of the above described lots of ground which is situated south of the southerly right of way limits of La. State Hwy No. 420 is more fully shown and designated as LOT D on that certain plat of survey made by John K. Laws, Jr., Registered Land Surveyor, dated October 18, 1984, a copy of which is filed and recorded under entry No. 131 of Conveyance Book 274 and Entry No. 703 of Map Book 4, records of Pointe Coupee Parish, Louisiana, reference being herewith made thereto for greater certainty of description.

Being the same property acquired by Lynn Schexnayder, while married to Gertrude Langlois Schexnayder, as follows: He acquired an undivided one-sixth (1/6th) interest therein from Amelcar Jarreau by act of sale dated April 5, 1944, filed and recorded under Entry No. 827 of Book "U" of the conveyance records; he acquired an undivided one-sixth (1/6th) interest therein from Albert Schexnayder, Jr. by act of sale dated January 6, 1950, filed and recorded under Entry No. 97 of Conveyance Book 25; he acquired an undivided one-sixth (1/6th) interest therein from Francis A. Schexnayder by act of sale dated March 12, 1951, filed and recorded under Entry No. 273 of Conveyance Book 31; and he and his wife, Gertrude Langlois Schexnayder, acquired the

remaining undivided one-half (½) interest therein from Joseph G. Beaud and Evelyn Gassie Beaud by act of sale dated September 8, 1986, filed and recorded under Entry No. 169 of Conveyance Book 301, all records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by the Trust by inheritance from Gertrude Langlois Schexnayder, all as will more fully appear by reference to the judgment of possession rendered and signed on July 16, 1991 in the matter of her succession proceedings, bearing Number 25,737 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 150 of Conveyance Book 358, records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT an undivided one-half (½) of all of the oil, gas and minerals and mineral rights affecting the Trust's said one-half interest in the above described property, or an undivided one-fourth (1/4th) interest in and to the whole of said property, being the same mineral interest transferred to Mary Ann as set forth hereinabove.

2. All of the right, title and interest of the Trust, being an undivided eighteen and 46/100 (18.46%) per cent interest in and to the following described property, to-wit:

A certain tract of land or plantation, situated in the Parish of Pointe Coupee, State of Louisiana, now known as Live Oak Plantation, which plantation is composed of four certain tracts of land described as follows, to-wit:

First: A certain plantation, many years ago known as the "Zenon Porche Plantation" and later known as the "Labatut Plantation", now having a width on the Mississippi River of eight arpents, more or less, and now having a width on the forty arpent line from said river of twelve arpents, more or less, less the three tracts of land donated by Jules Labatut on November 12, 1908, to his three children, Albert Labatut, Miss Clelie Labatut, and Mrs. Euphemie Labatut, wife of Oliver C. Provosty, out of the northeast corner of said plantation, back of the public road, by act before Alvin Provosty, Notary Public, and recorded in Conveyance Book 17, Page 15, under number 26,023; and less the lot of one arpent from the Public Road by four arpents deep, situated in the northwest corner of that part of the said plantation, back of the public road, having a width of eight arpents on the Mississippi River, which lot was donated by Jules Labatut to Archbishop Janssens for the St. Francis Catholic Church and cemetery on June 5, 1894, by act before Albin Provosty, recorded in Conveyance Book 6, Folio 596, under the number 17,020. That portion of said plantation measuring eight arpents on the Mississippi River, as aforesaid, has a depth of eighty arpents, and the additional portion thereof, adjoining thereto and extending four arpents further up the river, so as to give a width of twelve arpents on the said forty arpent line at the forty arpent line, has a depth from said forty arpent line of forty arpents. The said plantation is bounded on the front or North by the Mississippi River, below or East for the distance of six hundred thirty six feet back from the public road, by the hereinabove described lot, donated as aforesaid to said Mrs. Euphamie Labatut, wife of Judge Olivier O. Provosty, and for the remainder of its depth of eighty arpents from the Mississippi River below or East by the plantation known as the St. Maurice Plantation, formerly belonging to J. H.

Stonaker and others; and South or in the rear by lands fronting on False River, and above or West for the distance of four arpents back from the Public Road by lot donated, as aforesaid by the said Jules Labatut on June 5, 1894, by act before Albin Provosty, Notary Public, to Archbishop Janssens for the St. Francis Catholic Church and cemetery; and back of said church and cemetery lot, which measures one arpent front on the Public Road by four arpents deep, the said plantation is bounded above or West, to the depth of forty arpents from the river, by lands originally forming part of this same plantation and sold by Mrs. Jules Labatut to Robert Montgomery on June 19, 1872, which said sale is recorded under number 9514 (folio 454) in the Conveyance records of Pointe Coupee Parish; and back of the forty arpents line said plantation is bounded in front or North for the width of the upper four arpents of the twelve arpents width by the lot formerly sold as aforesaid to Robert Montgomery, and above or west by the plantation known as the Sugarland Plantation.

Second: A certain tract of land situated in the Parish of Pointe Coupee, on the right bank of the Mississippi River and forming formerly a part of the Labatut Plantation which is the same plantation hereinabove described "First". The said tract of land is bounded in front or North by the Public Road along the Mississippi River; East or below by the lot donated on November 28, 1914, by said Mrs. O. O. Provosty to her sister, Miss Clelie Labatut (Conveyance Book 19, Page 538); West or above, and South or in the rear by other portions of the said Labatut Plantation. Said lot measures one hundred and forty-four feet front measuring West from the lot donated, as above mentioned, to Miss Clelie Labatut, and measures from front to rear, or from North to South, six hundred and thirty six feet and lies between parallel lines.

Being the same property acquired by the said Mrs. Olivier O. Provosty by donation from her father, Jules Labatut, on November 12, 1908, by act of donation which is recorded in Conveyance Book 17, page 15, of the Parish of Pointe Coupee under number 26023, less a strip of land which formed a part of the land so donated to her which measures eighteen feet front by six hundred thirty six feet in depth, fronting on the Public Road on the Mississippi River, and bounded below by the land donated by the said Jules Labatut to his daughter, Miss Clelie Labatut, as above mentioned and above by the remainder of the property donated as aforesaid to the said Mrs. Olivier O. Provosty, which strip was donated by the said Mrs. Provosty to her sister, Miss Clelie Labatut on the 28th day of November, 1914, by act before Albin Provosty, Notary Public, and recorded under number 29,828 in the Conveyance Records of the Parish of Pointe Coupee in Conveyance Book 19, page 538.

Third: A certain tract of land, with all the buildings and improvements thereon, situated on the Mississippi River, in the Parish of Pointe Coupee, fronting three arpents on said river by a depth of forty arpents, more or less, according to the titles of said property; bounded on one side by the Sugarland Plantation and on the other side by the land of the Fairfield Baptist Church, and by land now or formerly belonging to Jules Labatut; and in the rear by land now or formerly belonging to Jules Labatut, together with all the rights, ways, privileges and servitudes thereto belonging or in anyway appertaining.

There is excepted from this tract, a tract of land on the upper front side of the above described property having one arpent front by three in depth, now or formerly belonging to the widow Helen Bourgeois Buquoi, and there is also excepted from this tract another tract of land adjoining the said Buquoi tract measuring three quarters of an arpent by four arpents in depth, now or formerly belonging to Joseph Henry Hebert.

The tracts of land above described First, Second, and Third were acquired by Lynn B. Hudson and J. Price Hudson from J.P. Hudson's Sons Company, Incorporated, by act of sale passed before Edward Righter, Notary Public, on December 8, 1919, and duly recorded in the Conveyance Records of the Parish of Pointe Coupee under entry No. 3580, of Book "C".

Fourth: A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, and described as follows:

Being a tract or parcel of land having an area of twenty-two and one third (22 1/3) acres, bounded on the South by land of J.P. Hudson's Sons and Company, known as the Live Oak Plantation, bounded below by the Live Oak Plantation and above by Marks Property, now the property of J.P. Hudson's Sons Company, or assigns; said tract of land has a width of one (1) acre on the south end of said property, the side lines both extending northward or towards the Mississippi River between parallel lines for an approximate distance of twenty-six (26) arpents and twenty-one (21) compasses, more or less, so as to include an area of twenty-two and one-third (22 1/3) acres, the north and south lines of the property herein described to be parallel. The Southern boundary line of the property herein described is the back line of what is commonly known as the front concessions, which has a width of one (1) acre.

Being the same property acquired by the commercial firm of J. P. Hudson's Sons Company, composed of L. B. Hudson and J. P. Hudson, by act of sale passed before F. C. Claiborne, Notary Public, on October 22, 1924, recorded under Entry No. 8615 of Book "E", Conveyance Records of the Parish of Pointe Coupee, State of Louisiana.

Being the same property acquired by Albert J. Schexnayder from L. B. Hudson, et al. by act before Watts K. Leverich, Notary Public of the City of New Orleans, Parish of Orleans, dated the 27th day of June, 1927 and duly recorded under Entry No. 1963 of Book "F", Pointe Coupee Parish, Louisiana.

~~There is included in this description all batture land of the above described lands whether included in the above description or not.~~

The plantation described as "First", "Second", "Third", and "Fourth" above being the same property acquired by Lynn J. Schexnayder, while married to Gertrude Langlois Schexnayder, from Albert J. Schexnayder by act of sale dated January 18, 1949, filed and recorded under Entry No. 127 of Conveyance Book 23, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: (1) Right-of-way for pipeline purposes in favor of Transcontinental Gas Pipeline Corporation dated May 3, 1949, filed and recorded under Entry No. 1108 of Conveyance Book 23; (2) Right-of-way for pipeline purposes in favor of Transcontinental Gas Pipeline Corporation dated June 3, 1955, filed and recorded under Entry No. 452 of Conveyance

Book 40; (3) Right-of-way for pipeline purposes in favor of Texas Eastern Transmission Corporation dated June 10, 1955, filed and recorded under Entry No. 60 of Conveyance Book 41; (4) Right-of-way for pipeline purposes in favor of Transcontinental Gas Pipeline Corporation dated May 31, 1960, filed and recorded under Entry No. 240 of Conveyance Book 49; (5) Right-of-way for pipeline purposes in favor of Texas Eastern Transmission Corporation dated September 26, 1961, filed and recorded under Entry No. 467 of Conveyance Book 53; (6) Right-of-way for pipeline purposes in favor of Colonial Pipeline Company dated September 19, 1962, filed and recorded under Entry No. 339 of Conveyance Book 54; (7) Easement for natural gas pipeline in favor of the Village of Morganza dated July 16, 1968, filed and recorded under Entry No. 133 of Conveyance Book 79; (8) Right-of-way for pipeline purposes in favor of Colonial Pipeline Company dated October 21, 1975, filed and recorded under Entry No. 54 of Conveyance Book 128; (9) Right-of-way for pipeline purposes in favor of Texas Eastern Transmission Corporation dated August 24, 1981, filed and recorded under Entry No. 98 of Conveyance Book 214; (10) Right-of-way in favor of Pointe Coupee Electric Membership Corporation dated March 8, 1990, filed and recorded under Entry No. 94 of Conveyance Book 346; (11) Right-of-way for pipeline purposes in favor of Louisiana Intrastate Gas dated March 15, 1997, filed and recorded under Entry No. 143 of Conveyance Book 430; and (12) Right-of-way in favor of Vyvx, Inc. dated November 14, 1997, filed and recorded under Entry No. 48 of Conveyance Book 441, all records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT THEREFROM:

A certain lot or parcel of land, together with all buildings and improvements thereon, and all the rights, ways, privileges, prescriptions, and advantages thereunto belonging or in any wise appertaining, lying and being situated in Section 4, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, containing 13.884 acres, more or less, being designated as Lot A on and more particularly described according to map entitled "MAP SHOWING SURVEY OF LOT A BEING A CERTAIN LOT OF LAND REMOVED FROM A LARGER TRACT OF LAND FORMERLY KNOWN AS LIVE OAK PLANTATION, SAID LOT OF LAND FRONTS ALONG LA. HWY NO. 420 WHICH RUNS ALONG THE MISSISSIPPI RIVER IN SECTION 4, T-4-S, R-10-E, SOUTHEASTERN LAND DISTRICT WEST OF THE MISSISSIPPI RIVER, POINTE COUPEE PARISH, LOUISIANA FOR LYNN SCHEXNAYDER", by John K. Laws, Jr., Registered Land Surveyor, dated June 18, 1984, a copy of which is filed and recorded under Entry No. 158 of Conveyance Book 292, and under Map No. 829 of Map Book 4, records of Pointe Coupee Parish, Louisiana, reference being herewith made to said survey for greater certainty of description as follows:

Commence at iron pipe located on the south right-of-way line of La. Hwy. No. 420, being the northeast corner of the property herein described and POINT OF BEGINNING; thence run S 4° 50' 21" W, a distance of 1418.42' to an iron pipe corner; thence run N 85° 40' 02" W, a distance of 178.99' to an iron pipe and corner; thence run N 84° 21' 22" W, a distance of 145.90' to an iron pipe and corner; thence run N 82° 38' 45" W, a distance of 240.11' to an iron pipe and corner marking the southwest corner of the property; thence run N 4° 52' 05" E, a distance of 913.05' to an iron pipe and corner marking the northwest corner of the property; thence run S 86° 25' 26" E, a distance of 183.58' to an iron pipe and corner; thence run S 4° 52' 05" W, a distance of

94.85' to an iron pipe and corner; thence run S 81° 36' 14" E, a distance of 15.58' to an iron pipe and corner; thence run S 4° 30' 28" W, a distance of 251.76' to an iron pipe and corner; thence run S 83° 16' 39" E, a distance of 109.80' to an iron pipe and corner; thence run N 4° 58' 0" E, a distance of 831.66' to an iron pipe located in the south right-of-way line of La. Hwy No. 420 and corner; thence run south 87° 23' 51" E along the south right-of-way line of La. Hwy. No. 420 a distance of 252.35' to an iron pipe and corner and POINT OF BEGINNING.

Being the same property transferred by Lynn J. Schexnayder and Gertrude Langlois Schexnayder to their daughter, Lynelle Schexnayder Gay, by act of donation dated December 27, 1985, filed and recorded under Entry No. 158 of Conveyance Book 292, records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by the Trust by inheritance from Gertrude Langlois Schexnayder, all as will more fully appear by reference to the judgment of possession rendered and signed on July 16, 1991 in the matter of her succession proceedings, bearing Number 25,737 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 150 of Conveyance Book 358, records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT an undivided one-half (½) of all of the oil, gas and minerals and mineral rights affecting the Trust's said one-half interest in the above described property, or an undivided one-fourth (1/4th) interest in and to the whole of said property, being the same mineral interest transferred to Mary Ann as set forth hereinabove.

3. All of the right, title and interest of the Trust, being an undivided eighteen and 46/100 (18.46%) per cent interest in and to the following described property, to-wit:

A certain tract of land, with all buildings and improvements thereon, and with all batture, alluvion, dereliction, and accretion in front thereof, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging or in any wise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, being formerly part of the St. Maurice Plantation, and which said tract of land is more particularly described as follows:

A Certain tract of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, containing one hundred twenty (120) acres, more or less, bounded as follows: in front, or North, by the public levee along the Mississippi River, on the upper side or west by property formerly of J.P. Hudson and Sons, now or formerly of Albert J. Schexnayder; on the lower side, or east by Lot No. 2 of the map of survey made by S. N. Garrett, Parish Surveyor, dated September 18th, 1914, recorded under Entry No. 112 of Book "A" of the conveyance records of Pointe Coupee Parish, Louisiana, formerly belonging to Mrs. Ida Parmelee Bourgeois, now to Paul F. Loup or assigns; and on the south, or in the rear, by the right of way of the Texas and Pacific Railway Company, including however, all the fee underneath said railway company right of way.

The tract of land above described formerly formed a part of the following described larger tract of land from which it was taken, to-wit: A certain tract of land, situated on the West Bank of the Mississippi River, in the Parish of Pointe Coupee, State of Louisiana, having a front on the public levee of 3-1/8 arpents, and extending back the full depth of the St. Maurice Plantation, of which it heretofore formed a part, and containing 187.05 acres, and being designated as Lot No. 1 on a certain map or plat of survey made by S. N. Garrett, Parish Surveyor, of date September 18, 1914, which map is attached to an act of sale by Mrs. J. H. Stonaker to Mrs. Joseph Lejeune, dated April 13, 1915, recorded in Conveyance Records of the Parish of Pointe Coupee under Entry No. 112 of Book "A". Which said Lot No. 1 is bounded on the upper side or west by property formerly of J. P. Hudson and Sons, now of A. J. Schexnayder, or assigns, and on the lower side or east by Lot No. 2 of said map, formerly property of Mrs. Ida Parmelee Bourgeois, now of Paul F. Loup, or assigns.

The larger tract of land immediately above described was acquired by James D. Stonaker, Floyd P. Stonaker and Mrs. Annie Viola Stonaker Parmelee, by inheritance as the children and sole and only heirs at law of their deceased mother, Mrs. Gertrude Bourgeois Stonaker, as appears from judgment rendered and signed by Hon. W. C. Carruth, Judge in the matter of the Succession of Mrs. Gertrude Bourgeois Stonaker, No. 1549 on the Docket of the 18th Judicial District Court, in and for the Parish of Pointe Coupee, State of Louisiana, and which judgment was signed on March 29, 1934, and is duly recorded under Entry No. 2251 of Book "I" of the conveyance records in the office of the Clerk of Court and Recorder of the Parish of Pointe Coupee, Louisiana.

There is included in the description of the tract of land hereinabove described, as part thereof, all of the land lying in front of said above described tract of land, that is, between the tract of land hereinabove described and the Mississippi River, including all batture, alluvion and dereliction, with all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in any wise appertaining.

SUBJECT TO: (1) Right-of-way for the public state blacktop highway along the levee of the Mississippi River; (2) Right-of-way for the public levee along the Mississippi River; (3) Easement granted to Pointe Coupee Electric Membership Corporation dated March 7, 1938, recorded under Entry No. 1911 of Book "O", conveyance records of Pointe Coupee Parish, Louisiana; (4) Right-of-way granted to Transcontinental Gas Pipe Line Corporation dated February 5, 1949, recorded under Entry No. 770 of Conveyance Book 23, records of Pointe Coupee Parish, Louisiana; (5) Right-of-way granted to Texas Eastern Transmission Corporation dated May 13, 1955, recorded under Entry No. 572 of Conveyance Book 40, records of Pointe Coupee Parish, Louisiana; (6) Right-of-way granted for Louisiana State Hwy. No. 1 along The Texas and Pacific Railway Co. right-of-way; (7) Right-of-way in favor of Pointe Coupee Electric Membership Corporation dated March 8, 1990, filed and recorded under Entry No. 94 of Conveyance Book 346; (8) Right-of-way for pipeline purposes in favor of Louisiana Intrastate Gas dated March 15, 1997, filed and recorded under Entry No. 143 of Conveyance Book 430; and (9) Right-of-way in favor of Vyvx, Inc. dated November 14, 1997, filed and recorded under Entry No. 48 of Conveyance Book 441, all records of Pointe Coupee Parish, Louisiana.

Being the same property acquired by Lynn J. Schexnayder, while married to Gertrude Langlois Schexnayder, as follows: He acquired an undivided 1/6th interest therein by purchase from Marie F. Stonaker and Beatrice Viola Stonaker by act of sale under private signature, duly acknowledged, filed and recorded January 30, 1961 under Entry No. 144 of Conveyance Book 51; he acquired an undivided 1/12th interest therein by purchase from James Lynn Stonaker by act of sale under private signature, duly acknowledged, and recorded February 8, 1961 under Entry No. 168 of Conveyance Book 51; he acquired an undivided 1/12th interest therein by purchase from Annie Viola Stonaker Parmelee by act of sale under private signature, duly acknowledged, filed and recorded February 23, 1961 under Entry No. 196 of Conveyance Book 51; he acquired an undivided 1/12th interest therein by purchase from Gertrude Mary Stonaker Smith by act of sale under private signature, duly acknowledged, filed and recorded March 14, 1961 under Entry No. 241 of Conveyance Book 51; he acquired an undivided 1/12th interest therein by purchase from Edward H. Stonaker by act of sale under private signature, duly acknowledged, filed and recorded March 14, 1961 under Entry No. 242 of Conveyance Book 51; he acquired an undivided 1/12th interest therein by purchase from Clifton E. Stonaker by act of sale under private signature, duly acknowledged, filed and recorded April 14, 1961 under Entry No. 311 of Conveyance Book 51, all records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: (1) Servitudes of record for pipeline purposes in favor of various companies; (2) Servitude in favor of Gulf State Utility Company filed and recorded under Entry NO. 262 of Conveyance Book 217; and (3) Right-of-way in favor of Pointe Coupee Electric Membership Corporation dated March 8, 1990, filed and recorded under Entry No. 90 of Conveyance Book 346, all records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT THEREFROM:

A certain lot or parcel of land, together with all buildings and improvements thereon, and all the rights, ways, privileges, prescriptions and advantages thereunto belonging or in any wise appertaining, lying and being situated in Sections 5 and 6, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, containing 10.00 acres, more or less, being designated as Lot 1A on and more particularly described according to map entitled "MAP SHOWING SURVEY OF LOT 1A BEING A CERTAIN LOT OF LAND REMOVED FROM A LARGER LOT OF LAND FORMERLY BEING A PORTION OF ST. MAURICE PLANTATION, SAID LOT BEING LOCATED IN SECTIONS 5 & 6, T-4-S, R-10-E, SOUTHEASTERN LAND DISTRICT WEST OF THE MISSISSIPPI RIVER, POINTE COUPEE PARISH, LOUISIANA, FOR LYNN SCHEXNAYDER", dated June 2, 1984 by John K. Laws, Jr., Registered Land Surveyor, a copy of which is filed and recorded under Entry No. 159 of Conveyance Book 292, and under Map No. 830 of Map Book 4, records of Pointe Coupee Parish, Louisiana, reference being herewith made to said survey for greater certainty of description as follows:

Commence at an iron pipe located on the south right-of-way line of La. Hwy. No. 420, being the northwest corner of the property herein described and POINT OF BEGINNING; thence run S 87° 07' 47" E along the south right-of-way line of La. Hwy. No. 420 a distance of 601.24' to an iron pipe located on the south right-of-way line of La. Hwy. No. 420 and

corner; thence run S 4° 10' 52" W a distance of 723.16' to an iron pipe and corner; thence run N 87° 07' 47" W to an iron pipe and corner; thence run N 4° 23' 00" E a distance of 723.22' to an iron pipe located on the south right-of-way line of La. Hwy. No. 420 and POINT OF BEGINNING.

Being the same property transferred by Lynn J. Schexnayder and Gertrude Langlois Schexnayder to their daughter, Mary Ann Schexnayder Goodyear, by act of donation dated December 27, 1985, filed and recorded under Entry No. 159 of Conveyance Book 292, records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by the Trust by inheritance from Gertrude Langlois Schexnayder, all as will more fully appear by reference to the judgment of possession rendered and signed on July 16, 1991 in the matter of her succession proceedings, bearing Number 25,737 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 150 of Conveyance Book 358, records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT an undivided one-half (½) of all of the oil, gas and minerals and mineral rights affecting the Trust's said one-half interest in the above described property, or an undivided one-fourth (1/4th) interest in and to the whole of said property, being the same mineral interest transferred to Mary Ann as set forth hereinabove.

4. An undivided one-half (½) of all of the oil, gas and minerals and mineral rights affecting the Trust's one-half interest in all real property transferred to Mary Ann hereinabove.

TO MARY ANN AND LYNELLE IN EQUAL PROPORTIONS TO EACH:

1. All of the right, title and interest of the Trust, being an undivided one-half (½) interest, in and to the following described property, to-wit:

A certain lot or parcel of land, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances thereunto belonging on in an wise appertaining, situated at Oscar in the Parish of Pointe Coupee, State of Louisiana, being known and designated as LOT E on a map of survey made by Daryl B. Patin, Registered Land Surveyor, dated June 5, 1973 and revised to show said "LOT E" in September 10, 1976, a copy of which map of survey is annexed to an act of sale recorded under Entry No. 238 of Book 134 of the Conveyance records of Pointe Coupee Parish, Louisiana, and which map of survey is made a part hereof by reference for greater certainty of description. Said Lot E has a front of one hundred twenty two (122) feet on the north right of way limits of the Public State Highway which runs along False River (now known as Louisiana State Hwy 1) by a depth on its eastern boundary line of two hundred ninety four & 7/10 (297.7) feet, more or less, extending to False River, a depth on its western boundary line of three hundred thirty nine & 2/10 (339.2) feet, more or less, extending to False River, and having a width on its rear or northern boundary line of one hundred nine & 73/100 (109.73) feet and being bound as follows: On

the south side by right of way of said Louisiana State Hwy No. 1; on the east by the west bank of the drainage ditch shown on said map of survey (which drainage ditch separates said "Lot E" from property belonging to Berlins E. Perkins); on the west by property belonging to Willie I. Hurdle, Jr. and Eugene J. Bonaventure and on the north side by False River.

Being the same property acquired by Lynn J. Schexnayder and Mrs. Gertrude Langlois Schexnayder from Hampton Pitcher Stewart, Jr. by act of sale dated March 2, 1982, filed and recorded under Entry No. 194 of Conveyance Book 224, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: (1) Drainage servitude in favor of the Pointe Coupee Parish Police Jury dated April 15, 1983, filed and recorded under Entry No. 29 of Conveyance Book 246, records of Pointe Coupee Parish, Louisiana.

2. All of the right, title and interest of the Trust, being an undivided one-half of an undivided fifty-five-three hundred-thirty-sixths ($\frac{1}{2}$ of $\frac{55}{336}$ ths) interest, in and to the following described property, to-wit:

A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, containing 113.74 acres being in fractional section 35, T-4-S, R-11-E, and being designated as Lot No. 2 on a map of partition made by S. N. Garrett, Surveyor, dated November 27, 1913, annexed to and made a part of an Act of Partition, under private signature, acknowledged, among Norbert Langlois, et al., filed and recorded April 3, 1946, under Entry No. 323 of Conveyance Book "Y" of the records of Pointe Coupee Parish, Louisiana; said Lot No. 2 being bounded as follows: North by Lot No. 1 of said Map of Partition; East by Sections 6 & 8, T-4-S, R-11-E; South by Sections 8 & 36, T-4-S, R-11-E; and West by Section 86, T-4-S, R-10-E.

An undivided one-seventh ($\frac{1}{7}$) interest was acquired by Antoine Langlois by inheritance from his mother, Manuella Basso Langlois, as shown by judgment of possession in the "Succession of Raoul Langlois and Manuella Basso Langlois", bearing No. 2260 on the docket of the 18th Judicial District Court in and for the Parish of Pointe Coupee, Louisiana, and by the above mentioned Act of Partition. An undivided one-half of one-sixth of one-seventh ($\frac{1}{2}$ of $\frac{1}{6}$ of $\frac{1}{7}$) plus an undivided one-half of one-eighth of one-seventh ($\frac{1}{2}$ of $\frac{1}{8}$ of $\frac{1}{7}$) interest was acquired by inheritance from his brother, Norbert H. Langlois as shown by Second Supplemental and Amended Judgment of Possession in the "Succession of Norbert H. Langlois", bearing No. 532-366 on the docket of the Civil District Court for the Parish of Orleans, Louisiana, which judgment was filed and registered on April 11, 1979, at Conveyance Book 164, Entry No. 76, records of Pointe Coupee Parish, Louisiana.

Gertrude Langlois Schexnayder and Hazel Langlois Powers each acquired an undivided one-fourth ($\frac{1}{4}$) of the aforesaid interest of their father, Antoine Langlois, in said property, as two of his legal heirs, all as will more fully appear by reference to the judgment of possession rendered and signed on June 16, 1977, in the matter of his succession proceedings, bearing No. 14,327 on the probate docket of the 18th Judicial Court for the Parish of Pointe Coupee, Louisiana, said judgment being filed and recorded under Entry No. 180 of Conveyance Book 142, records of Pointe

Coupee Parish, Louisiana, and by reference to the supplemental and amending judgment of possession rendered in said proceedings on October 5, 1979, filed and recorded under Entry No. 56 of Conveyance Book 171, records of said parish. The said Gertrude Langlois Schexnayder acquired the aforesaid interest of her sister, Hazel Langlois Powers, in said property, by inheritance, all as will more fully appear by reference to the judgment of possession rendered and signed on September 3, 1987, in the matter of her succession proceedings, bearing No. 23,085 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, said judgment being filed and recorded under Entry No. 98 of Conveyance Book 318, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: Servitude in favor of Gulf States Utilities Company dated April 29, 1977, filed and recorded under Entry No. 80 of Conveyance Book 145, records of Pointe Coupee Parish, Louisiana.

3. All of the right, title and interest of the Trust, being an undivided one-third (1/3rd) interest, in and to the following described property, to-wit:

A certain tract of land, together with all the buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, and having a front of one (1) arpent on the Mississippi River, by a depth of eighty (80) arpents, bounded above by lands of Guy Belzons, or assigns, and below by lands of P. Frank A. Bourgeois, or assigns.

Being the same property acquired by Lizzie Hess Langlois from Mrs. Julia Ledoux Tremier by act of donation dated March 2, 1933, filed and recorded under Entry No. 438 of Book "I", conveyance records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT:

A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, having a front of 192 feet, more or less, on the south right of way limits of Louisiana State Highway No. 1 which runs between New Roads and Morganza, Louisiana, by a depth extending in a southerly direction to the Portage Drainage Canal and having a width on said canal of 192 feet, more or less, and being bounded as follows: in front or toward the North by said south right of way limits of La. State Highway No. 1; in the rear or South by said Portage Drainage Canal; on the West by property sold by Anthony J. Grezaffi to the Police Jury of Pointe Coupee Parish (sale recorded at Entry NO. 8 of Conveyance Book 105); and on the East by property of A. Wilbert's Sons Lumber & Shingle Company.

Being the same property acquired by the Police Jury of the Parish of Pointe Coupee and The Parish of Pointe Coupee, Louisiana from Lizzie Hess Langlois by act of sale dated October 17, 1973, filed and recorded under Entry No. 4 of Conveyance Book 113, records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by Gertrude Langlois Schexnayder by inheritance from her mother, Lizzie Hess Langlois, as will more fully appear by reference to the judgment of possession rendered and signed on March 1, 1988 in the matter of her succession proceedings bearing No. 23,658 on the probate docket of the 18th Judicial District

Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 175 of Conveyance Book 324, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: Right-of-way in favor of Pointe Coupee Electric Membership Corporation dated March 8, 1990, filed and recorded under Entry No. 90 of Conveyance Book 346.

4. All of the right, title and interest of the Trust, being an undivided one-third (1/3) interest, in and to the following described property, to-wit:

A mineral servitude consisting of all the oil, gas, and other minerals and/or mineral rights in, on, under and that may be produced from the following described property, to-wit:

A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, having a front of 192 feet, more or less, on the south right of way limits of Louisiana State Highway No. 1 which runs between New Roads and Morganza, Louisiana, by a depth extending in a southerly direction to the Portage Drainage Canal and having a width on said canal of 192 feet, more or less, and being bounded as follows: in front or toward the North by said south right of way limits of La. State Highway No. 1; in the rear or South by said Portage Drainage Canal; on the West by property sold by Anthony J. Grezaffi to the Police Jury of Pointe Coupee Parish (sale recorded at Entry NO. 8 of Conveyance Book 105) and on the East by property of A. Wilbert's Sons Lumber & Shingle Company.

Being the same property acquired by the Police Jury of the Parish of Pointe Coupee and The Parish of Pointe Coupee, Louisiana from Lizzie Hess Langlois by act of sale dated October 17, 1973, filed and recorded under Entry No. 4 of Conveyance Book 113, records of Pointe Coupee Parish, Louisiana.

Being the same mineral servitude created by reservation of mineral rights by Lizzie Hess Langlois in an act of sale by her to the Police Jury of the Parish of Pointe Coupee and the Parish of Pointe Coupee, Louisiana, dated October 17, 1973, filed and recorded under Entry No. 4 of Conveyance Book 113, records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by Gertrude Langlois Schexnayder by inheritance from her mother, Lizzie Hess Langlois, as will more fully appear by reference to the judgment of possession rendered and signed on March 1, 1988 in the matter of her succession proceedings bearing No. 23,658 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 175 of Conveyance Book 324, records of Pointe Coupee Parish, Louisiana.

5. All of the right, title and interest of the Trust, being an undivided thirty-one-eighty-firsts (31/81) interest in and to the following described property, to-wit:

A certain tract of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being the North Half of Lot 8, Township 4 South, Range 8 East, being that part of Lot 8 bounded as follows: Above or northeast by lands of the

Estate of Henry Aldridge, or assigns; below or southwest by lands of Lizzie Hess Langlois; in the rear or northwest by lands of R. J. Hackney Lumber Co., or assigns; and in front or southeast by Bayou Fordoche; said tract of land containing approximately eighty (80) acres, more or less.

SUBJECT TO a perpetual flowage easement over a portion of said property containing 56.3 acres, more or less, granted to The United States of America for the Morganza Floodway which easement was transferred by deed dated December 26, 1939, filed and recorded under Entry No. 22 of Book "Q", conveyance records of Pointe Coupee Parish, Louisiana.

Being the same property acquired by Lizzie Hess Langlois in part by inheritance from her father, William Hess, Jr., as will more fully appear by reference to the judgment of possession rendered and signed on January 25, 1949 in the matter of his succession proceedings, bearing No. 3,266 on the probate docket of the 18th Judicial District Court in and for the Parish of Pointe Coupee, Louisiana, which judgment is filed and recorded under Entry No. 1277 of Conveyance Book 22, records of Pointe Coupee Parish, Louisiana, and in part by purchase from Maud Hess Chustz, et al., by act of sale under private signature duly acknowledged, filed and recorded on March 8, 1949 under Entry No. 339 of Conveyance Book 23, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO donation in favor of Hilary J. Langlois, et al. of mineral royalty interests affecting that certain portion of the above described property situated within the confines of Sand Unit "D" (C. J. Gustin No. 1 Unit Well) of the 17,900' Tuscaloosa, Reservoir A, Morganza Field, as defined by the Louisiana Department of Conservation. Said donation is dated January 28, 1986 and is filed and recorded under Entry No. 43 of Conveyance Book 293, records of Pointe Coupee Parish, Louisiana.

Gertrude Langlois Schexnayder and Hazel Langlois Powers each acquired an undivided two-twenty-sevenths (2/27) interest in the said property from their father, Antoine Langlois, all as will more fully appear by reference to the judgment of possession rendered and signed on June 16, 1977, in the matter of his succession proceedings, bearing No. 14,327 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, said judgment being filed and recorded under Entry No. 180 of Conveyance Book 142, records of Pointe Coupee Parish, Louisiana. The said Gertrude Langlois Schexnayder acquired the aforesaid interest of her sister, Hazel Langlois Powers, in said property by inheritance, all as will more fully appear by reference to the judgment of possession rendered and signed on September 3, 1987, in the matter of her succession proceedings, bearing No. 23,085 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, said judgment being filed and recorded under Entry No. 98 of Conveyance Book 318, records of Pointe Coupee Parish, Louisiana; and she acquired an undivided one-third of an undivided nineteen-twenty-sevenths (1/3 of 19/27) interest therein by inheritance from her mother, Lizzie Hess Langlois, as will more fully appear by reference to the judgment of possession rendered and signed on March 1, 1988 in the matter of her succession proceedings bearing No. 23,658 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 175 of Conveyance Book

324, records of Pointe Coupee Parish, Louisiana.
 SUBJECT TO: Mineral royalty donation in favor of Lynelle Schexnayder Gay, et al., dated October 1, 1987, filed and recorded under Entry No. 199 of Conveyance Book 319, records of Pointe Coupee Parish, Louisiana.

6. All of the right, title and interest of the Trust, being an undivided one-third (1/3rd) interest, in and to the following described property, to-wit:

A certain tract of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, being the South Half of Lot 8, Township 4 South, Range 8 East, being that part of Lot 8 bounded as follows: Above or northeast by lands of Lizzie Hess Langlois, et al.; below or southwest by lands of Ruth Hess Lapeyrolerie, et al., or assigns; in the rear or northwest by lands of R. J. Hackney Lumber Co., or assigns; and in front or southeast by Bayou Fardoche; said tract of land containing approximately eighty (80) acres, more or less.

SUBJECT TO a perpetual flowage easement over a portion of said property containing 53.2 acres, more or less, granted to The United States of America for the Morganza Floodway which easement was transferred by deed dated December 26, 1939, filed and recorded under Entry No. 2084 of Book "P", conveyance records of Pointe Coupee Parish, Louisiana.

Being the same property acquired by Lizzie Hess Langlois in an act of partition with William Hess, Jr. dated May 18, 1932, filed and recorded under Entry No. 2089 of Book "H", conveyance records of Pointe Coupee Parish, Louisiana.

SUBJECT TO donation in favor of Hilary J. Langlois, et al. of mineral royalty interests affecting that certain portion of the above described property situated within the confines of Sand Unit "D" (C. J. Gustin No. 1 Unit Well) of the 17,900' Tuscaloosa, Reservoir A, Morganza Field, as defined by the Louisiana Department of Conservation. Said donation is dated January 28, 1986 and is filed and recorded under Entry No. 43 of Conveyance Book 293, records of Pointe Coupee Parish, Louisiana.

Being the same interest acquired by Gertrude Langlois Schexnayder by inheritance from her mother, Lizzie Hess Langlois, as will more fully appear by reference to the judgment of possession rendered and signed on March 1, 1988 in the matter of her succession proceedings bearing No. 23,658 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, said judgment being filed and recorded under Entry No. 175 of Conveyance Book 324, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: Mineral royalty donation in favor of Lynelle Schexnayder Gay, et al., dated October 1, 1987, filed and recorded under Entry No. 199 of Conveyance Book 319, records of Pointe Coupee Parish, Louisiana.

7. A certain lot of ground, with all buildings and improvements thereon, situated in the City of New Roads, Parish of Pointe Coupee, State of Louisiana, fronting 140 feet more or less on the northern right of way limits of the public paved highway which leads from New Roads to Morganza by a depth on its western boundary line of 372 feet to a

point on said western boundary line equidistant between the south boundary of Cypress Street and the north boundary of Scott Street and a depth on its eastern boundary of 372 feet; said lot of ground being bounded now or formerly as follows: South by the north right of way limits of said paved highway on which it fronts; East by a lot of ground sold by Ferd C. Claiborne to Roland J. Bouanchaud; North by other land of Ferdinand C. Claiborne; and West by the western boundary line of Lot "B" on a map or plat of survey made by S. N. Garrett, Surveyor, dated May 15, 1946, and recorded with an act of sale by Mrs. Josephine C. Tuminello to said Ferdinand C. Claiborne said act of sale being recorded in Conveyance Book "Y" under Entry No. 583 of the records of Pointe Coupee Parish, Louisiana.

8. A certain tract of land containing 10.0 acres, more or less, situated in Section 25, Township 4 South, Range 7 East, being bounded now or formerly, as follows: North by Mrs. Violet Berne, et al.; East by Old Jefferson Public Highway; South by Kuhlman and others; and West by Dupuy; said ten acre tract being those lots acquired by Hazel L. Powers at Red Cross, Louisiana, from Joseph M. Bergeron, Sr. on October 25, 1949, as per act recorded in COB 24, Entry No. 946, all of the records of the Clerk of Court's office, Pointe Coupee Parish, Louisiana.

9. A certain lot or parcel of land, together with all buildings and improvements thereon, and all the rights, ways, privileges, prescriptions, and advantages thereunto belonging or in any wise appertaining, lying and being situated in Section 27, Township 6 South, Range 8 East, Pointe Coupee Parish, Louisiana, and being Lot 7, of Block 11, Elliott City.

10. A certain tract or parcel of land, together with all buildings and improvements thereon, and all the rights, ways, privileges, prescriptions, and advantages thereunto belonging or in any wise appertaining, lying and being situated in Sections 28 & 29, Township 3 South, Range 7 East, Pointe Coupee Parish, Louisiana, containing 19 acres, more or less, and being the same property acquired by Hazel M. Langlois from Clement E. Roy, by act of sale dated July 31, 1937, recorded in Conveyance Book M, as Entry No. 143 in the Official Records of Pointe Coupee Parish, Louisiana, LESS AND EXCEPT the 40 acre tract sold by Hazel M. Langlois to Joseph M. Bergeron, by act of cash sale dated June 15, 1939 and recorded in Conveyance Book P, as Entry No. 491 of the conveyance records of Pointe Coupee Parish, Louisiana.

11. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

A certain tract of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, and being the western half of what is known as the Parent Plantation, situated north of the paved New Roads-Morganza State Highway and fronting on said paved highway. Said west half is bounded as follows: In front or south by said paved highway, east by the east half of said plantation, the property of Mrs. Josephine C. Tuminello, or assigns, north by the Portage Drainage Canal, and west by land of heirs of B. Olinde, or assigns, which tract of land contains sixty-two (62) acres, more or less, which tract of land is the west half of a tract of land designated by the letter "B" on a map made by S. N. Garrett, annexed to and

filed with an act of sale by Josephine C. Tuminello and Joseph Tuminello to Ferd C. Claiborne, dated May 23, 1946, recorded under Entry No. 583 of Conveyance Book "Y", of the records of Pointe Coupee Parish, Louisiana.

Being a portion of the same property acquired by Ferdinand C. Claiborne from the said Josephine C. Tuminello and Joseph Tuminello by act of sale dated May 23, 1946, and recorded under Entry No. 583 of Conveyance Book "Y", of the records of Pointe Coupee Parish, Louisiana, hereinabove referred to.

LESS AND EXCEPT therefrom two certain lots of ground sold off said above described tract by Ferd C. Claiborne, as follows:

a) Lot fronting 426.38 feet on Public Paved Highway which leads from New Roads to Morganza, by depth between parallel lines in a northerly direction of 372 feet, sold to J. Roland Bouanchaud, by act dated June 18, 1957, recorded under Entry No. 8 of Conveyance Book 45 of the records of Pointe Coupee Parish, Louisiana; and

b) Lot fronting 140 feet, more or less, on northern right of way limits of public paved highway which leads from New Roads to Morganza, by a depth on its western boundary line of 372 feet and a depth on its eastern boundary of 372 feet, sold to Hazel L. Powers by act dated June 19, 1957, recorded under Entry No. 13 of Conveyance Book 45 of the records of Pointe Coupee Parish, Louisiana.

12. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, containing twenty (20) acres, being the northern most twenty acres of the east half of a tract designated as tract "B" on map of survey made by S. N. Garrett, C. E., annexed to and filed with an act of sale made by Josephine C. Tuminello and Joseph Tuminello to Ferd C. Claiborne dated May 23, 1946, recorded under Entry No. 583 of Conveyance Book "Y", of the records of Pointe Coupee Parish, Louisiana, which said twenty acre tract is bounded as follows: On the North by the Portage Drainage Canal, East by property of Ferd C. Claiborne, South by the remainder of said east half of Tract "B", property of Josephine C. Tuminello, or assigns; and West by property of Ferd C. Claiborne, being the west half of said Tract "B". The southern line of said twenty acres herein described to run parallel to the right of way of the Portage Drainage Canal.

Being a portion of the same property acquired by Ferdinand C. Claiborne from Josephine C. Tuminello and Joseph Tuminello by act of sale dated May 23, 1946, recorded under Entry No. 583 of Book "Y", of the conveyance records of Pointe Coupee Parish, Louisiana, hereinabove referred to.

13. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

A certain tract of land, situated in the rear of the City of New Roads, in the Parish of Pointe Coupee, State of Louisiana, and lying north of the paved highway, which tract of land connects with the paved highway, which tract of land is bounded now or formerly on the north by property of F. C. Claiborne, on the west by property of the Vendee, the Old

Richy Property, and on the right of way of the (Y) of the Texas & Pacific Railway Company, bounded on the east by property of Vendee, Fabre, and Rosso, and bounded on the south by the New Roads-Morganza paved highway and property formerly of Rosso, Saizen, and Christine, which said property is composed of parts of Sections 39 & 40, Township 4 South, Range 10 East, which tract of land contains 46 and 74/100 acres. Said tract is fully shown and designated on plat of survey thereof made by S. N. Garrett, Parish Surveyor, dated August 3, 1937, annexed to and made part of act of sale by Parish of Pointe Coupee to Ferdinand C. Claiborne, dated September 25, 1937, filed and recorded under Entry No. 2611 of Conveyance Book "Q" of the records of Pointe Coupee Parish, Louisiana.

Being the same property acquired by Ferdinand C. Claiborne from the Parish of Pointe Coupee by act of sale hereinabove referred to and recorded as aforesaid.

LESS AND EXCEPT two (2) lots of ground sold off to Oliver Fabre by act dated July 29, 1943, recorded under Entry No. 145 of Conveyance Book "T".

LESS AND EXCEPT THEREFROM all that portion of said tract which lies north of the north bank of the Portage Canal, sold by Ferdinand C. Claiborne to Hazel Langlois Powers and Gertrude Langlois Schexnayder, by act of sale dated March 5, 1957, recorded under Entry No. 426 of Conveyance Book 44, of the records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT, FURTHER, the following described property, to-wit:

A certain parcel of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, Louisiana, in Sections 38 and 39, Township 4 South, Range 10 East, which said parcel of land is shown and designated as TRACT C-1 on that certain plat of survey made by Cletus Langlois, Registered Land Surveyor, dated February 12, 1996, a certified copy of which is filed and recorded under Entry No. 32 of Conveyance Book 443 and as Map No. 1008 of Map Book 5, records of Pointe Coupee Parish, Louisiana, said plat being made a part hereof by reference for greater certainty of description. Said Tract C-1 contains 6 acres and is more fully described according to the aforementioned plat of survey as follows: Commence at a point on the corporate limits of the City of New Roads, at which point the easterly boundary of the F. C. Claiborne Estate property intersects with said corporate limits, being POINT OF BEGINNING; thence proceed S 10° 01' 41" E a distance of 40.79 feet to point and corner; thence proceed N 88° 41' 56" W a distance of 71.39 feet to point and corner; thence proceed N 10° 01' 41" W a distance of 317.44 feet to point and corner; thence proceed S 85° 55' 46" W a distance of 415 feet to point and corner; thence proceed N 10° 01' 41" W a distance of 498.50 feet to point and corner; thence proceed N 87° 16' 51" E a distance of 258.29 feet to point; thence proceed N 85° 31' 21" E a distance of 109.82 feet to point; thence proceed N 83° 26' 36" E a distance of 81.17 feet to point; thence proceed N 85° 13' 36" E a distance of 36.39 feet to point and corner; thence proceed S 10° 01' 41" E a distance of 780.54 feet to POINT OF BEGINNING. Said property is bounded northerly, westerly and southerly by property of Heirs of Ferd C. Claiborne, or assigns, being the remainder of the larger tract of land from which the lot herein described was taken.

Being the same property acquired by the Parish of Pointe Coupee, Louisiana, from the Heirs of Ferd C. Claiborne by act of sale dated November 14, 1997, filed and recorded under Entry No. 32 of Conveyance Book 443, records of Pointe Coupee Parish, Louisiana.

14. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

A certain tract of land, with buildings and improvements, situated in the Parish of Pointe Coupee, State of Louisiana, composed of two smaller contiguous tracts described as follows:

a) A certain tract of land situated in the Parish of Pointe Coupee, Louisiana, and being situated in the rear of the property of Ulysses Joffrion, vendor, which property is bounded as follows:

On the south by right of way of the Texas and Pacific Railway Company; on the east by property formerly belonging to Dr. R. C. Claiborne, now the property of Mrs. L. B. Claiborne; on the west by property of Maggio, formerly of J. E. Didier, and on the north by the property of Schexnayder or the Portage Drainage Canal; and being a part of the same property that the vendor acquired by inheritance from his deceased wife, Marie Didier Joffrion, which tract of land contains fifteen and seventy-six hundredths (15.76) acres, more or less.

Being the same property acquired by Ferdinand C. Claiborne from Ulysses Joffrion by act of sale dated February 10, 1925, recorded under Entry No. 8971 of Conveyance Book "G" of the records of Pointe Coupee Parish, Louisiana.

b) A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, and being bounded as follows: On the south by the right of way of the Texas and Pacific Railway Company; on the east by property belonging to the estate of Beauregard Olinde; on the north by property of vendee and A. J. Schexnayder; and on the west by property of F. C. Claiborne, vendee, which property of said F. C. Claiborne was acquired from Joffrion.

Being the same property acquired by Ferdinand C. Claiborne from Mrs. Rosa Pourciau Claiborne by act of sale dated July 11, 1925, recorded under Entry No. 9658 of Conveyance Book "E" of the records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT from said tract above described the following described lots sold off same by Ferdinand C. Claiborne, as follows:

(1) Lot sold to Hewitt J. Fontaine by act dated March 22, 1945, recorded under Entry No. 163 of Conveyance Book 40, described as follows: Tract situated in the City of New Roads, on the paved highway running from New Roads to Morganza, bounded on the south by Texas and Pacific Railway, on the west by property of Chas. P. Maggio, on the north by paved highway, and on the east by the continuation of Olinde Street.

(2) Three (3) lots sold to Upper Delta Soil Conservation District by act dated September 4, 1957, recorded under

Entry No. 190 of Conveyance Book 45, described as follows:
 (a) Lot No. 26 of NORTH CLAIBORNE ADDITION TO THE TOWN OF NEW ROADS, as shown and designated on map of survey of said addition, made by W. B. Jones, C.E., dated August 17, 1957, filed and recorded with act of sale by Ferdinand C. Claiborne to Upper Delta Soil Conservation District, above referred to; (b) Lot No. 27 of said NORTH CLAIBORNE ADDITION TO THE TOWN OF NEW ROADS, shown and designated on map of survey above referred to and recorded as aforesaid; and (c) Lot measuring 120 feet on its northern boundary, 50 feet on its eastern boundary, 120 feet on its southern boundary, and 50 feet on its western boundary; said lot being bounded north and east by property of Ferdinand C. Claiborne, south by lots 26 & 27 hereinabove described (a) and (b), and west by property of Charles Maggio.

(3) Lot sold to Louise O. Edwards by act dated September 13, 1958, recorded under Entry No. 447 of Conveyance Book 46, described as follows: Lot adjoining the NORTH CLAIBORNE ADDITION TO THE TOWN OF NEW ROADS, LOUISIANA, fronting 60 feet on an unnamed street by a depth between parallel lines of 115 feet, and bounded north and east by property of Ferdinand C. Claiborne, south by an unnamed street, and west by property of Upper Delta Soil Conservation District known as Lots 26 & 27 of said addition; said lot conveyed being unnumbered.

LESS AND EXCEPT: That certain property sold to Damart Apparel, Inc. by Thomas Edward Wilson and Netta Wilson Schexnayder by act recorded in Conveyance Book 113, No. 132 of the official records of Pointe Coupee Parish, Louisiana, and more particularly described as follows:

A certain tract or parcel of land lying and being situated in the Town of New Roads, Parish of Pointe Coupee, State of Louisiana, and is a portion of the property known and designated as the North Claiborne Addition To The Town Of New Roads, and which property is more particularly described as follows:

Beginning at a point on the northern right of way line of Louisiana Highway No. 1, and which point is located in the center of a drainage easement running along the western side of Olinde Street, and which point is further identified as being located at the northwestern corner of the intersection of said Olinde Street and Louisiana Highway No. 1; and which point is the southeastern corner of the tract herein described; thence from this point along the northern right of way line of Louisiana Highway No. 1, S 84 degrees 24' W a distance of one hundred seven (107) feet; thence continuing along the northern right of way line of Louisiana Highway No. 1, S 84 degrees 40' W a distance of one hundred (100) feet; thence continuing along the right of way line of Louisiana Highway No. 1, S 84 degrees 55' W a distance of one hundred (100) feet; thence continuing along the Northern right of way line of Louisiana Highway No. 1, S 85 degrees 10' W a distance of forty-four and 03/100 (44.03) feet to a point marked by an iron pipe which is the southwestern corner of the property herein described; thence N 17 degrees 33' W a distance of six hundred forty nine and 4/10 (649.4) feet to a point marked by an iron pipe and which point is the northwestern corner of the property herein described; thence N 85 degrees 40' E a distance of three hundred fifty-two (352) feet to the center of the drainage easement which runs along the western side of Olinde Street and which point is the northeastern corner of the property herein described;

thence S 17 degrees 30' E along the center line of the above mentioned drainage easement a distance of six hundred forty-five (645) feet to the northern right of way line of Louisiana Highway No. 1 and POINT OF BEGINNING. The said property herein described containing five and 20/100 (5.20) acres, and is shown on a plan of survey made by Daryl B. Patin, Registered Land Surveyor, dated September 24, 1973, and which plan of survey is duly of record in CB. 113, E. 17 of the Conveyance Records of Pointe Coupee Parish, Louisiana, and reference is herein made to said plan of survey for more certainty and clarity of the description of the property herein described; and which 5.20 acre tract is bounded on the front or south by the northern right of way line of Louisiana Highway No. 1, on the west by property formerly of Maggio Estate, on the rear by property owned now or formerly by the heirs of Ferdinand C. Claiborne and Adrienne Claiborne, and on the eastern side by the center line of the drainage easement which runs along the western side of Olinde Street.

15. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, lying and being situated between the Levee which presently runs along the Mississippi River and said Mississippi River, containing four (4) acres, more or less, and being bounded as follows: North by the Mississippi River, South by said levee which runs along the Mississippi River, West by property of Edward J. Melancon or assigns, and East by property of Alcide Saizan or assigns.

Being the same property reserved by Ferdinand C. Claiborne, in act of sale to Hazel Langlois Powers and Gertrude Langlois Schexnayder, dated March 5, 1957, and recorded under Entry No. 426 of Conveyance Book 44, of the records of Pointe Coupee Parish, Louisiana.

16. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

A certain plantation situated on Bayou Lettsworth, in the Parish of Pointe Coupee, State of Louisiana, with all the buildings and improvements thereon, and containing ninety-six and 32/100 (96.32) acres, more or less, bounded on the North and West by lands of William Coats, formerly of George Keller, East and South by Mortimer heirs, formerly of Mrs. E. A. Mortimer. Said plantation being what was originally known as The Oaks and owned by the late Jonas Platt, which was allotted to Mrs. Flavia Platt Keller. Said plantation being a part of Lot Eight of Section Ninety-two, Township One South, Range Seven East, and part of Section Sixty-five in Township Two South Range Seven East, and part of Section Eighteen in Township One South, Range Eight East. Being the same property acquired by Florence K. Smith from John L. Kingsbury by act of sale dated June 28, 1916, and duly recorded in the Conveyance Records of the Parish of Pointe Coupee in Book "A", page 274, Record No. 744.

Less, however, the following tract or parcel of land which was sold from the above described plantation by Florence Kingsbury Smith to the Standard Oil Company of Louisiana, by act passed before George R. Kearney, Notary Public, dated June 25, 1924, duly recorded in the Conveyance records of

Pointe Coupee Parish, under Entry No. 8416 of Book "E" of said records, to-wit: A certain tract or parcel of land in the Village of Lettsworth, Parish of Pointe Coupee, State of Louisiana, and more particularly described as follows: Commencing on the Northerly line of Lot One of the subdivision of the original Platt tract at a point which is South 54 degrees West, a distance of 114.7 feet from the center line of the main line of the Ferriday Branch of the Texas and Pacific Railroad, thence South 19 degrees 37' East, a distance of one hundred ninety eight feet to a point, thence South 54 degrees West, a distance of three hundred feet to a point, thence North 19 degrees, 37' West, a distance of 198 feet to a point on the Northerly line of said Lot 1, thence North 54 degrees East, a distance along the Northern line 57 feet East along the northerly line of Lot One, a distance of three hundred feet to the point of beginning.

Being the same property acquired by Ferd C. Claiborne on April 6, 1946, at Sheriff's sale made in the matter of the suit entitled "Ferdinand C. Claiborne vs. Florence K. Smith" No. 2538 of the docket of the 18th Judicial District Court for the Parish of Pointe Coupee, State of Louisiana, the Sheriff's process verbal and deed of said sale being dated April 29, 1946, recorded under Entry No. 458 of Book "Y" of the Conveyance records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT Three certain lots of ground sold by Ferdinand C. Claiborne to Florence K. Smith by act of sale dated September 16, 1946, filed and recorded under Entry No. 1148 of Book "Y" of the conveyance records of Pointe Coupee Parish, Louisiana, described as follows:

- a) A certain tract of land facing on the Old Bayou Lettsworth graveled road and bounded on the north and west by lands of H. P. Mounger, Est., on the other side by the Mortimer heirs, and in the rear by unknown parties.
- b) A certain lot of ground in a V-shape bounded on one side by the Old Lettsworth Graveled road and on the other side by the paved highway and in the rear by property belonging to Mortimer heirs.
- c) A certain tract of land containing approximately four (4) acres, more or less, and being all of the property situated and bounded as follows: Lying or facing on the paved highway, bounded in the rear by the right of way of the Texas and Pacific Railway Company, on one side by the Mortimer heirs and on the other side by the property of the heirs of H. P. Mounger commonly known as the Home Place.

SUBJECT TO: Special reservation made by Ferdinand C. Claiborne, vendor in said above mentioned act of sale, of right of way of passage 20 feet in width over said property sold from the paved highway to the right of way of the Texas and Pacific Railway Company, which right of way thus reserved is fully described in act of sale to Florence K. Smith above referred to.

17. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

"A certain tract of land, with all buildings and improvements thereon, and with all rights, ways, servitudes, and appurtenances thereunto belonging or in any wise

appertaining, situated at the place called Raccourci Point, in the Parish of Pointe Coupee, in this state, and being Lot or section No. 7, in Township 2 South, Range 9 East, part of tract or tracts of land bought by John Winn, from Mary W. Ryan, wife of W. B. Ryan and John B. Bailey, and said W. B. Ryan, on April 3, 1880, all of said property containing 100 acres."

Being the same property acquired by Ferd C. Claiborne on August 25, 1928, at succession sale made in the matter of the Succession of Alfred (Alford) Allen No. 489 of the docket the 18th Judicial District Court for the Parish of Pointe Coupee, State of Louisiana, the proces verbal and deed of said sale being dated August 30, 1928, and recorded under Entry No. 2105 of Book "H" of the conveyance records of Pointe Coupee Parish, Louisiana, of date May 28, 1932.

18. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

A certain lot of ground situated on the Island of False River, in the Parish of Pointe Coupee, State of Louisiana, having a front of one quarter (1/4) of an arpent on False River by a depth extending to the Public Road along False River, and bounded on one side by land now or formerly of Albert David and on the other side by land now or formerly of widow Jean Vincent.

The above described lot is all that portion of a larger tract acquired by Ferdinand C. Claiborne by act of sale dated February 24, 1919, and recorded under Entry No. 2864 of Conveyance Book "B" of records of Pointe Coupee Parish, Louisiana, which lies between False River and the public road of False River; said lot having been reserved by Ferdinand C. Claiborne in act of sale by him to Albin David, et al, of said larger tract above referred to, which act of sale dated May 21, 1930, and recorded under Entry No. 2430 of Conveyance Book "G" of the records of Pointe Coupee Parish, Louisiana.

19. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

The undivided three-fourths interest in and to the following described tract of land, to-wit:

A certain tract of land situated on the Island of False River, in the Parish of Pointe Coupee, State of Louisiana, fronting one arpent and one quarter of an arpent on the said False River by a depth of forty arpents, being bounded on one side by lands of heirs of Jean Baptiste and on the other side by land now or formerly belonging to Francois Major, together with all buildings and improvements thereon.

Being the same property acquired by Ferd C. Claiborne in two acts of sale as follows: From Frank Aguiard and Oliver Aguiard by act of sale dated October 20, 1959, recorded Under Entry No. 470 of Book 48 of Conveyance records of Pointe Coupee Parish, Louisiana; and from Irvin Solomon and others by act of sale dated October 23, 1959, recorded under Entry NO. 471 of Book 48 of records of Pointe Coupee Parish, Louisiana.

20. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

"A certain tract of land, with all buildings and improvements thereon situated in the Parish of Pointe Coupee, State of Louisiana, on Bayou Fordoche, and being in the southern part of Lot or Section twenty (20) and in the northern part of Lot or Section twenty-one (21); Township four (4) South, Range eight (8) East, and containing one hundred six and one-half (106 1/2) acres, more or less; and being bounded as follows: on the north by property of Mary Sophia Villery, on the south by lands of Peter Allen, on the east by Bayou Fordoche and the public road, and on the west by Section 75, Township 4 South, Range 8 East."

Being the same property allotted to Julius A. Dickerson in an act of partition with Mary Sophia Villery, passed before Louis B. Claiborne, Notary Public, on November 26, 1923, recorded on November 27, 1923, under Entry No. 7426 of Book "E" of the Conveyance Records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT:

a) A certain lot of ground fronting one (1) acre on Bayou Fordoche, by a depth of six and one-half (6 1/2) acres, more or less, and bounded north by the northern boundary of said larger tract of 106 1/2 acres, on the south by a line paralleled with said northern boundary line so as to contain six and one-half (6 1/2) acres, more or less.

b) A certain tract of land, situated on Bayou Fordoche, in the Parish of Pointe Coupee, Louisiana, fronting one-half (1/2) acre on said Bayou, by a depth between parallel lines of four (4) acres, being bounded as follows: on the front by Bayou Fordoche, on the north by lands of Louisa C. Nettis, on the south and rear by the remainder of the above described larger tract of land containing 106 1/2 acres from which this tract of land was taken. Being the same property conveyed by Julius A. Dickerson to Freddy H. Sheffers, which act of sale is recorded under Entry No. 572 of Book "H" of the conveyance records of the Parish of Pointe Coupee, Louisiana.

c) A certain tract of land situated in the Parish of Pointe Coupee, Louisiana, fronting one-half (1/2) acre on Bayou Fordoche, by a depth between parallel lines of four (4) acres, being bounded as follows: on the front or east by Bayou Fordoche, on the south and west by lands of Julius A. Dickerson, and on the north by lands sold by Julius A. Dickerson to Freddy H. Sheffers.

Being the same property conveyed to Ida Briscoe and Mrs. Alosure Smith Robinson by Julius A. Dickerson, which act of sale is recorded under Entry No. 2467 of Book "I" of the conveyance records of Pointe Coupee Parish, Louisiana.

The said tract of land herein described, together with the above excepted lots sold therefrom, are more fully described and shown on a map of survey dated January 7, 1942, attached to an act of boundary agreement and executed by Julius A. Dickerson, et al, filed and recorded under Entry No. 2423 of Book "S" of the Conveyance records of the Parish of Pointe Coupee, State of Louisiana.

Being the same property acquired by Ferdinand C. Claiborne from Mrs. Mary S. Dickerson Villery by act of sale dated May 27, 1950, and recorded under Entry No. 578 of Conveyance Book 26 of the records of Pointe Coupee Parish, Louisiana.

21. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

A certain tract of land situated in the Parish of Pointe Coupee, State of Louisiana, at the place called the Village, having a front of two arpents on the Mississippi River by a depth of twenty-four arpents, bounded on the upper side by land of Eugene Vignes or assigns, and on the lower side by land of Frank Belzons or assigns.

Being the same property acquired by Ferdinand C. Claiborne as follows: From Olivia Reis by act of sale dated March 11, 1937, recorded under Entry No. 1776 of Conveyance Book "K" of the records of Pointe Coupee Parish, Louisiana; at Sheriff's sale made April 18, 1937, in suit of Ferd M. Janis vs. Charles Bradley, No. 1914 of the docket of the 18th Judicial District Court in and for the Parish of Pointe Coupee, Louisiana, proces verbal and deed of sale being dated April 28, 1937, filed and recorded under Entry No. 2134 of Conveyance Book "K" of said records; and from Margaret Collins Ryan by act of sale dated May 14, 1958, recorded under Entry No. 236 of Conveyance Book 46 of said records.

LESS AND EXCEPT therefrom two lots sold off said tract as follows:

a) 0.982 acre to the Texas and Pacific Railway Co., by act dated January 28, 1941, recorded under Entry No. 703 of Conveyance Book "R" of the records of Pointe Coupee Parish, Louisiana; and

b) 0.583 acre to the State of Louisiana, Department of Highways, by act of sale dated January 28, 1941, recorded under Entry No. 1179 of Conveyance Book "R" of said records.

22. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

A mineral royalty interest of 3/10th of the 1/96th of the whole, plus a further mineral royalty interest of 3/10th of 1/192nd of the whole, of any oil, gas, or other minerals in, on, and under and that has heretofore, or may hereafter be produced from the following property, to-wit:

A certain tract of land situated in the Parish of Pointe Coupee, Louisiana, containing 272 acres, more or less, in Sections 21 and 28 of Township 6 South, Range 8 East, being the North one-half (N ½) of the northwest quarter (NW 1/4) of Section 28, also the southwest quarter (SW 1/4) of Section 21, and also that part of the southeast quarter (SE 1/4) of Section 21 of the land of Mrs. Rose Duckworth.

Being the same property acquired by Ferdinand C. Claiborne from Frances Clark Egan and others by two acts as follows: Act dated June 15, 1950, filed and recorded under Entry No. 256 of Conveyance Book 27 of the records of Pointe Coupee Parish, Louisiana; and act dated March 16, 1953, filed and recorded under Entry No. 88 of Conveyance Book 36 of said records.

23. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

One half of all oil, gas, and minerals in and under and that may be produced from the following described tract of land, to-wit:

A certain tract of land fronting on Bayou Grosse Tete in the Parish of Pointe Coupee, Louisiana, bounded on one side by land formerly of Delphine Louis and now of McCausland Olinde or Assigns, and on the other side, by land formerly of Rose Louis, and now of St. Amant, or assigns, in the rear by lands of Cashio and Gumbel, or assigns, said tract of land being known and designated as Lots Seven A (7-A), Seven B (7-B), Eight A (8-A) and Eight B (8-B) on a plat of survey and partition made by Thos. H. Hewes, C.E., on January 28, 1902, annexed to an act of partition executed by Heirs of Nelson Lewis and Arine Decuir Lewis, and filed therewith under date of February 21, 1903, under Entry No. 21,989 of the conveyance records of Pointe Coupee Parish, Louisiana.

Said mineral interest having been acquired by Ferdinand C. Claiborne as follows:

a) One-fourth (1/4) of all oil, gas and minerals reserved by Ferdinand C. Claiborne in act of sale to McCausland Olinde, dated June 18, 1951, filed and recorded under Entry No. 48 of Conveyance Book 32 of the records of Pointe Coupee Parish, Louisiana, of date June 25, 1951.

b) One-fourth (1/4) of all oil, gas, and minerals acquired from McCausland Olinde by act of sale (undated) filed and recorded June 25, 1951, under Entry No. 45 of Conveyance Book 32 of said records.

24. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

A one-sixteenth (1/16) interest in and to all oil, gas, and minerals in and under and that may be produced from the following described property, to-wit:

A certain tract of land fronting on Bayou Fordoche in the Parish of Pointe Coupee, State of Louisiana, containing 82.84 acres, more or less, and being in Lot or Section Fourteen (14), Township Five (5) South, Range Eight (8) East, which tract of land is bounded as follows: In front or east by Bayou Fordoche; north by Tract No. 1 allotted to Dave and Ellen Barbre; west by lands of heirs of Mrs. W. E. McKneely; and south by Section line between Sections 14 & 15 which section line separates this Tract No. 2 from property of Eugene McKneely, et al. Said tract is more fully shown and described on the map of survey and partition made by Earl Porter, C. E.

Being the same property acquired by Ferdinand C. Claiborne from Sidney J. Mann by act of sale dated April 21, 1955, filed and recorded under Entry No. 218 of Conveyance Book 40 of the records of Pointe Coupee Parish, Louisiana.

25. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

That certain mineral servitude affecting all of the oil, gas and minerals affecting the following described property, to-wit:

A certain parcel of land, situated in the Parish of Pointe Coupee, Louisiana, in Sections 38 and 39, Township 4 South, Range 10 East, which said parcel of land is shown and designated as TRACT C-1 on that certain plat of survey made by Cletus Langlois, Registered Land Surveyor, dated February 12, 1996, a certified copy of which is filed and recorded under Entry No. 32 of Conveyance Book 443 and as Map No. 1008 of Map Book 5, records of Pointe Coupee Parish, Louisiana, said plat being made a part hereof by reference for greater certainty of description. Said Tract C-1 contains 6 acres and is more fully described according to the aforementioned plat of survey as follows: Commence at a point on the corporate limits of the City of New Roads, at which point the easterly boundary of the F. C. Claiborne Estate property intersects with said corporate limits, being POINT OF BEGINNING; thence proceed S 10° 01' 41" E a distance of 40.79 feet to point and corner; thence proceed N 88° 41' 56" W a distance of 71.39 feet to point and corner; thence proceed N 10° 01' 41" W a distance of 317.44 feet to point and corner; thence proceed S 85° 55' 46" W a distance of 415 feet to point and corner; thence proceed N 10° 01' 41" W a distance of 498.50 feet to point and corner; thence proceed N 87° 16' 51" E a distance of 258.29 feet to point; thence proceed N 85° 31' 21" E a distance of 109.82 feet to point; thence proceed N 83° 26' 36" E a distance of 81.17 feet to point; thence proceed N 85° 13' 36" E a distance of 36.39 feet to point and corner; thence proceed S 10° 01' 41" E a distance of 780.54 feet to POINT OF BEGINNING. Said property is bounded northerly, westerly and southerly by property of vendors, being the remainder of the larger tract of land from which the lot herein described was taken.

Being the same mineral servitude created by reservation contained in an act of sale from the Heirs of Ferd C. Claiborne to the Parish of Pointe Coupee, Louisiana, dated November 14, 1997, filed and recorded under Entry No. 32 of Conveyance Book 443, records of Pointe Coupee Parish, Louisiana.

The property described "1." through "25." hereinabove was acquired by the Trust by inheritance from Gertrude Langlois Schexnayder, all as will more fully appear by reference to the judgment of possession rendered and signed on July 16, 1991 in the matter of her succession proceedings, bearing Number 25,737 on the probate docket of the 18th Judicial District Court for the Parish of Pointe Coupee, Louisiana, filed and recorded under Entry No. 150 of Conveyance Book 358, records of Pointe Coupee Parish, Louisiana.

Mary Ann and Lynelle hereby acknowledge delivery and possession of the above described respective properties herein presently transferred and conveyed to them, and they declared that they ratify and confirm all acts and things whatsoever done and undertaken and administered by them in their capacities as co-trustees of the Trust and relieve themselves as co-trustees and dispense themselves from furnishing an accounting to themselves in connection with their administration and control of said trust with respect to the property herein transferred.

TO HAVE AND TO HOLD unto Mary Ann and Lynelle, their respective successors and assigns, forever.

THUS DONE AND PASSED at my office in the City of New Roads, Parish and State as aforesaid, on the date first above written after a due reading of the whole.

WITNESSES:

Vicky Schexnayder
Vicky Schexnayder

Erika Rogers
Erika Rogers

Mary Ann Schexnayder Goodyear
Mary Ann Schexnayder Goodyear

Lynelle Schexnayder Gay
Lynelle Schexnayder Gay

John Wayne Jewell
NOTARY PUBLIC
John Wayne Jewell

2003 SEP -8 PM 3:57

ACT OF CORRECTION

LARELL L. LANDRY
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEESTATE OF LOUISIANA
PARISH OF POINTE COUPEE

BE IT KNOWN that on this 29th day of August, 2003, before me, the undersigned notary public, and in the presence of the undersigned competent witnesses, personally came and appeared:

MARY ANN SCHEXNAYDER GOODYEAR, born Schexnayder, wife of Bob Allen Goodyear, with whom she resides, domiciled in the Parish of Pointe Coupee, Louisiana, address: 10534 Pointe Coupee Road, New Roads, Louisiana 70760;

and

LYNELLE SCHEXNAYDER GAY, born Schexnayder, wife of Andrew Price Gay, Jr., with whom she resides, domiciled in the Parish of Pointe Coupee, Louisiana, address: 10324 Pointe Coupee Road, New Roads, Louisiana 70760;

appearing herein individually and in their capacities as Trustees of the GERTRUDE LANGLOIS SCHEXNAYDER TESTAMENTARY TRUST (hereinafter "the Trust"), who declared as follows:

That by act styled "NOTARIAL ACT PARTIALLY TERMINATING TRUST AND DISTRIBUTING TRUST PROPERTY" dated April 30, 2003, filed and recorded under Entry No. 117 of Conveyance Book 491, records of Pointe Coupee Parish, Louisiana, the Trust did distribute certain property to appearers, individually, as principal beneficiaries thereof, which property is more fully described in said act.

Further declared that an error was committed in the description of the property described as "13." beginning on page 19 thereof, which tract was distributed therein to appearers jointly, in that said tract should have been described as follows, viz:

"13. All of the right, title and interest of the Trust, being an undivided one-thirtieth (1/30) interest, in and to the following described property:

(a) A certain tract of land situated in the rear of the City of New Roads, in the Parish of Pointe Coupee, State of Louisiana, and lying north of the paved highway, which tract of land connects with the paved highway, which tract of land is bounded now or formerly on the north by property of F. C. Claiborne, or assigns, on the west by property of Claiborne, the Old Richy Property, and by the right of way of the (Y) of the Texas & Pacific Railway Company, bounded on the east by property of Claiborne, Fabre, and Rosso, or assigns, and bounded on the south by the New Roads-Morganza paved highway and property formerly of Rosso, Saizen, et al., which said property is composed of parts of Sections 39 & 40, Township 4 South, Range 10 East, which tract of land contains 46 and 74/100 acres. Said tract is fully shown and designated on plat of survey thereof made by S. N. Garrett, Parish Surveyor, dated August 3, 1937, annexed to and made part of act of sale by Parish of Pointe Coupee to Ferdinand C. Claiborne, dated September 25, 1937, filed and recorded under Entry No. 2611 of Conveyance Book "Q" of the records of Pointe Coupee Parish, Louisiana.

Being the same property acquired by Ferdinand C. Claiborne from the Parish of Pointe Coupee by act of sale hereinabove referred to and recorded as aforesaid.

LESS AND EXCEPT two (2) lots of ground sold off to Oliver Fabre by act dated July 29, 1943, recorded under Entry No. 145 of Conveyance Book "T".

(b) A certain tract of land, together with all buildings and improvements thereon, situated in Section 39, Township 4 South, Range 10 East, bounded on the north by land formerly of Jules Saison, now of the heirs of Jules Saison, east by property belonging formerly to St. Mary Catholic Church of New Roads, Louisiana, now in part to Pointe Coupee Parish School Board and in part to Pecan Acres Subdivision, south by Middle of Bayou Pont, and west by land formerly belonging to Widow Harry Demouy, said tract of land containing twenty-six (26) arpents, more or less.

Being the same property acquired by Ferdinand C. Claiborne from Bank of New Roads by act of sale dated November 10, 1936, filed and recorded under Entry No. 962 of Book "K", conveyance records of Pointe Coupee Parish, Louisiana

LESS AND EXCEPT FROM (a) AND (b):

(1) All those portions of said tracts which lie north of the north bank of the Portage Canal.

Being the same property sold by Ferdinand C. Claiborne to Hazel Langlois Powers and Gertrude Langlois Schexnayder, by act of sale dated March 5, 1957, recorded under Entry No. 426 of Conveyance Book 44, of the records of Pointe Coupee Parish, Louisiana.

(2) A certain parcel of land, with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, Louisiana, in Sections 38 and 39, Township 4 South, Range 10 East, which said parcel of land is shown and designated as TRACT C-1 on that certain plat of survey made by Cletus Langlois, Registered Land Surveyor, dated February 12, 1996, a certified copy of which is filed and recorded under Entry No. 32 of Conveyance Book 443 and as Map No. 1008 of Map Book 5, records of Pointe Coupee Parish, Louisiana, said plat being made a part hereof by reference for greater certainty of description. Said Tract C-1 contains 6 acres and is more fully described according to the aforementioned plat of survey as follows: Commence at a point on the corporate limits of the City of New Roads, at which point the easterly boundary of the F. C. Claiborne Estate property intersects with said corporate limits, being POINT OF BEGINNING; thence proceed S 10° 01' 41" E a distance of 40.79 feet to point and corner; thence proceed N 88° 41' 56" W a distance of 71.39 feet to point and corner; thence proceed N 10° 01' 41" W a distance of 317.44 feet to point and corner; thence proceed S 85° 55' 46" W a distance of 415 feet to point and corner; thence proceed N 10° 01' 41" W a distance of 498.50 feet to point and corner; thence proceed N 87° 16' 51" E a distance of 258.29 feet to point; thence proceed N 85° 31' 21" E a distance of 109.82 feet to point; thence proceed N 83° 26' 36" E a distance of 81.17 feet to point; thence proceed N 85° 13' 36" E a distance of 36.39 feet to point and corner; thence proceed S 10° 01' 41" E a distance of 780.54 feet to POINT OF BEGINNING. Said property is bounded northerly.

westerly and southerly by property of Heirs of Ferd C. Claiborne, or assigns, being the remainder of the larger tract of land from which the lot herein described was taken.

Being the same property acquired by the Parish of Pointe Coupee, Louisiana, from the Heirs of Ferd C. Claiborne by act of sale dated November 14, 1997, filed and recorded under Entry No. 32 of Conveyance Book 443, records of Pointe Coupee Parish, Louisiana."

That in view of the foregoing and for the same consideration originally recited, the parties have agreed to and do hereby reform and correct the aforementioned description. In all other respects said act is hereby ratified.

And I, Notary, do hereby authorize and request the Recorder of Conveyances for the Parish of Pointe Coupee, Louisiana, to make mention of the within act of correction in the margin of her records under Entry No. 117 of Conveyance Book 491 to serve as occasion may require.

THUS DONE AND PASSED at my office in the City of New Roads, Parish and State as aforesaid, on the date first above written after a due reading of the whole.

WITNESSES:

Vicky Schexnayder
Vicky Schexnayder
Erika Rogers
Erika Rogers

Mary Ann Schexnayder Goodyear
Mary Ann Schexnayder Goodyear
Lynelle Schexnayder Gay
Lynelle Schexnayder Gay

John Wayne Jewell
NOTARY PUBLIC
John Wayne Jewell

that he is one of the witnesses to the signature (s) of the grantor (s) in the foregoing act, and the other witness is Stella Hougnot, that the said act was signed by the grantor in his presence and in the presence of said other subscribing witness; and that the signature of grantor (s), as well as that of said other subscribing witness and affiant are genuine and that said act was signed after due reading, and for the purpose stated therein.

Sgd. Norman H. Montgomery
Signature of attesting witness
Sworn to and subscribed before me this 9 day of March A. D. 1939.
(Seal) Sgd. J. Thos. Jewell - Notary Public
Truly recorded May 17, 1939.
J. Allen Jewell
Jr. Clerk of Court.

No. 1915. Right of Way Easement
State of Louisiana
Parish of Pointe Coupee

Know All Men By These Presents;

That Mrs. Lizzie Langlois (hereinafter referred to as the grantor) of the Parish of Pointe Coupee, State of Louisiana, for a good and valuable consideration the receipt whereof is hereby acknowledged, do hereby grant unto Pointe Coupee Electric Membership Corporation, a Corporation whose post office address is New Roads, Louisiana, and to its successors or assigns, the right to enter on the lands of the grantor situated in the Parish of Pointe Coupee, State of Louisiana, and more particularly described as follows:

A tract of land approximately 35 acres in area, situated in Pointe Coupee Parish, approximately 4 1/2 miles West of New Roads, La. bounded by land now or formerly owned by: N - Miss. "River - S - Paved Highway - E - A. Wilbert & Sons - W - J. W. Seibert, Jr. and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary, to keep them clear of said electric line or system, and to cut down from time to time, all dead weak, leaning or dangerous trees that are tall enough to strike wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In Witness Whereof, the grantor has set his hand and seal this 8th day of March 1939.

Witness:

Sgd. Stella Hougnot
Norman H. Montgomery
State of Louisiana
Parish of Pointe Coupee

Sgd. Lizzie Langlois (l.s.)

before me, the undersigned authority, a Notary Public, in and for said Parish and State as such duly commissioned and qualified, personally came and appeared Norman H. Montgomery, who being by me first duly sworn according to law, deposed and said: That he is one of the witnesses to the signature (s) of the grantor (s) in the foregoing act, and the other witness is Stella Hougnot, that the said act was signed by the grantor in his presence and in the presence of said other subscribing witness; and that the signature of grantor (s), as well as that of said other subscribing witness and affiant are genuine and that said act was signed after due reading, and for the purpose stated therein.

Sgd. Norman H. Montgomery
Signature of attesting witness
Sworn to and subscribed before me this 9 day of March A. D. 1939.
(Seal) Sgd. J. Thos. Jewell - Notary Public
Truly recorded May 17, 1939.
J. Allen Jewell
Jr. Clerk of Court.

No. 1916. Right of Way Easement
State of Louisiana
Parish of Pointe Coupee

Know All Men By These Presents;

That J. W. Seibert, Jr. (hereinafter called the "grantor") of the Parish of Pointe Coupee, State of Louisiana, for a good and valuable consideration the receipt whereof is hereby acknowledged, do hereby grant unto Pointe Coupee Electric Membership Corporation, a Corporation whose post office address is New Roads, Louisiana, and to its successors or assigns, the right to enter upon the lands of the grantor situated in the Parish of Pointe Coupee, State of Louisiana, and more particularly described as follows:

A tract of land approximately 80 acres in area, situated in Pointe Coupee Parish, approximately 5 miles West of New Roads, La. bounded by land now or formerly owned by: N - Miss. "River - S - Highway - E - Langlois - W - A. Jarreau and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary, to keep them clear of said electric line or system, and to cut down from time to time, all dead weak, leaning or dangerous trees that are tall enough to strike wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

State of Louisiana
Parish of East Baton Rouge

Before me, the undersigned authority, personally appeared Douglas F. Latimer, one of the subscribing witnesses to the foregoing agreement, who after being duly sworn, deposed and said that appraiser signed the same in the presence of H. W. Platt the Owner in said agreement, and in the presence of the other subscribing witnesses, who signed in appraiser's presence, each in the presence of the other; and that said signatures thereon are genuine and correct.

Sworn to and subscribed before me this 26th day of July, 1940.
(seal) Sgd. Douglas F. Latimer
Sgd. C. W. Phillips
Notary Public

Truly recorded August 1, 1940.

J. A. L. L. L.
J. A. L. L. L.
Jr. Clerk of Court.

No. 2541. State of Louisiana
Parish of Pointe Coupee.

An Agreement between the Gulf States Utilities Company, a Texas corporation, referred to below as Company, with its principal Louisiana office in Baton Rouge, Louisiana, and Antoine Langlois of Pointe Coupee Parish, State of Louisiana, owner or owners, referred to below as Owner, of a tract of land in the Parish of Pointe Coupee, Louisiana, described as follows:

A certain tract of land containing 1600 acres situated approximately four miles north of New Roads and bounded north by the Mississippi River, east by Henry Cook, south by lands of Handy, Garand, C. Langlois, Mayerand Tony, west by Platt.

For the sum of One Dollar (\$1.00), paid by Company to Owner, receipt of which is acknowledged, Owner grants to Company, its successors and assigns, a right of way and all rights incidental thereto for a pole line for the transmission of electricity and for telephone and telegraph use, with permission to erect, maintain, renew, add to and remove poles, cross arms, wires, anchors, guy wires, and other equipment, with the right to go on the land of Owner for such purposes, and to remove, trim and keep trimmed any trees or bushes, without further payment, so that there shall be a clearance of not less than ten feet between any part of any tree or brush and the above mentioned poles, wires or other equipment. Company shall pay to Owner damages to fences and growing crops. The location of said electric pole line shall be as follows: Pole line shall be within 100 feet of the River Road.

Signed and Dated, July 22, 1940

Witness as to Owner:

Sgd. Douglas F. Latimer
Gertrude Langlois

Witness as to Company:

Sgd. Evis K. Dupuy
Douglas F. Latimer

State of Louisiana
Parish of East Baton Rouge.

Before me, the undersigned authority, personally appeared Douglas F. Latimer, one of the subscribing witnesses to the foregoing agreement, who after being duly sworn, deposed and said that appraiser signed the same in the presence of Antoine Langlois the Owner in said agreement, and in the presence of the other subscribing witnesses, who signed in appraiser's presence, each in the presence of the other; and that said signatures thereon are genuine and correct.

Sworn to and subscribed before me this 26th day of July, 1940.
(seal) Sgd. Douglas F. Latimer
Sgd. C. W. Phillips
Notary Public

Truly recorded August 1, 1940.

Sgd. Antoine Langlois

Gulf States Utilities Company
By D. B. Leonard (?)

J. A. L. L. L.
Jr. Clerk of Court.

No. 2542. State of Louisiana
Parish of Pointe Coupee

An Agreement between the Gulf States Utilities Company, a Texas corporation, referred to below as Company, with its principal Louisiana office in Baton Rouge, Louisiana, and J. W. McInty of Pointe Coupee Parish, State of Louisiana, owner or owners, referred to below as Owner, of a tract of land in the Parish of Pointe Coupee, Louisiana, described as follows:

A certain tract of land containing 100 acres situated approximately four miles North of New Roads, bounded North by the Mississippi River, east by Platt, South by Platt and West by Clara Lee.

For the sum of One Dollar (\$1.00), paid by Company to Owner, receipt of which is acknowledged, Owner grants to Company, its successors and assigns, a right of way and all rights incidental thereto for a pole line for the transmission of electricity and for telephone and telegraph use, with permission to erect, maintain, renew, add to and remove poles, cross arms, wires, anchors, guy wires, and other equipment, with the right to go on the land of Owner for such purposes, and to remove, trim and keep trimmed any trees or bushes, without further payment, so that there shall be a clearance of not less than ten feet between any part of any tree or bush and the above mentioned poles, wires or other equipment. Company shall pay to Owner damages to fences and growing crops. The location of said electric pole line shall be as follows:

Pole line shall be located within 100 feet of the River Road.

Signed and Dated, July 22, 1940

Witness as to Owner:

Sgd. Douglas F. Latimer

Witness as to Company:

Sgd. Evis K. Dupuy
Douglas F. Latimer

State of Louisiana
Parish of East Baton Rouge

Before me, the undersigned authority, personally appeared Douglas F. Latimer, one of the subscribing witnesses to the foregoing agreement, who after being duly sworn, deposed and said that appraiser signed the same in the presence of J. W. McInty the Owner in said agreement, and in the presence of the other subscribing witnesses, who signed in appraiser's presence, each in the presence of the other; and that said signatures thereon are genuine and correct.

Sworn to and subscribed before me this 26th day of July, 1940.
(seal) Sgd. Douglas F. Latimer
Sgd. C. W. Phillips
Notary Public

Truly recorded August 1, 1940.

Sgd. Jas. W. McInty

Gulf States Utilities Company
By Sgd. D. D. Leonard (?)

J. A. L. L. L.
Jr. Clerk of Court.

Theodore Dreyfus, now deceased, in Act of Partition in the year 1902, between Mrs. Oscar Joffrien and Theodore Dreyfus, recorded under entry 21,298 in the records of the Clerk of Court of Pointe Coupee Parish, Louisiana; said tract being acquired by said lessors herein, partly through the succession of their late father, Theodore Dreyfus, and partly through the succession of their late mother, Blondina Wolff Dreyfus, as appears in Conveyance Book 24, at Entry 976, of the records of the Clerk of Court of Pointe Coupee Parish, Louisiana, being in the matter of the succession of Blondina Wolff Dreyfus, Probate #3356, 18th. Judicial District Court, Parish of Pointe Coupee, State of Louisiana, containing 362.77 acres, more or less.

Lease dated May 1, 1950, from Nelson T. Thompson to Earle H. Short, Lessee, recorded in Book 26, entry 202, 50 acres, more or less, being a part of Section 17-6S-10E, bounded N. by John Manda; E. by L. J. Russo; S. by Francis J. Whitehead; W. by William H. Patterson; said tract being Lot 13 of a certain subdivision of said Section 17-6S-10E, Pointe Coupee Parish, Louisiana.

Lease dated January 30, 1950, from L.J. Russo to George H. DeClouet, Lessee, recorded Book 25, Entry 389, 50 acres, more or less, situated in 10th ward of Pointe Coupee Parish, Louisiana, in SE 1/4 Sec. 17-6S-10E, being designated specifically as Lot 6 of subdiv. of Sec. 17-6S-10E, bounded S. by M. M. Kimball, N. by Gumble, being Lot 5; W. by Lot 14, belonging to Ragusa; E. by Union Securities Company, Subject to O. R. H. of 1/32 of 8/8 of ORH.

Lease dated January 31, 1950, from Diaggio Ragusa to George H. DeClouet, Lessee, recorded Book 25, Entry 390, 50.5 acres, more or less, lying and being situated in the 10th. ward of Pointe Coupee Parish in the SW 1/4 Sec. 17-6S-10E, and which tract is more specifically designated as Lot 14 of a Sur. of said Sec. 17-6S-10E, bounded N. by Charles West; S. by M. M. Kimball; W. by William H. Patterson; and E. by L. J. Russo. Subject to 1/32 of 8/8 ORH.

This assignment is made without warranty of title, express or implied, as to the leasehold estate herein assigned, the lands covered thereby or the mineral content thereof.

It is further understood and agreed by the Assignor and Assignee that the Oil and Gas Leases hereinabove assigned are no longer subject to the terms and provisions of that certain Operating Agreement dated November 16, 1951, by and between H. B. Hunt, as Operator, and Sinclair Oil & Gas Company, as Non-Operator, attached as Exhibit B to that certain Farmout Agreement and Assignment dated November 16, 1951, by and between Sinclair Oil & Gas Company and H. B. Hunt, and the acceptance of this assignment by the Assignee shall be construed as a consent by said Assignee that the leases described in and covered by this assignment shall be withdrawn from and not subject to said Operating Agreement dated November 16, 1951, by and between Assignor and Assignee herein.

TO HAVE AND TO HOLD, the same unto said Assignee, its successors and assigns, for the remaining terms of said Oil and Gas Leases, subject to the terms, stipulations and conditions therein contained and set forth.

IN WITNESS WHEREOF, this instrument is executed this 24th day of November, 1953.

WITNESSES:
s/ E. D. Guinn
s/ Harris Hill

s/ H. B. Hunt

ATTEST: s/V. C. Bash, Secretary

SINCLAIR OIL & GAS COMPANY
s/ By: John N. Johnson, Vice President

Witnesses:
s/ Virginia Dunn
s/ Martha M. White

STATE OF TEXAS- COUNTY OF DALLAS)SS.

BEFORE ME, the undersigned authority, personally came and appeared: N. B. Hunt, to me personally known, who signed the foregoing instrument before and in the presence of the two subscribing witnesses and acknowledged to me in the presence of said witnesses that he had signed the above as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 24th day of November, 1953.

WITNESSES:
s/ E. D. Guinn
s/ Billie Southall

s/ Peggy Hardy, Notary Public in and for Dallas County, Texas.
My Commission Expires June 1, 1955.

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

BE IT KNOWN, that on this 18th day of March, 1954, before me, the undersigned authority, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared: John N. Johnson, Vice-President of SINCLAIR OIL & GAS COMPANY, to me well known, and known to be such Vice President of such corporation, and executed the foregoing instrument, and thereupon the said John N. Johnson, as such Vice-President acknowledged that he had signed and executed the same as his act and deed, and as the act and deed of the said corporation, for the consideration, uses and purposes and on the terms and conditions therein mentioned and in his said capacity.

And the said John N. Johnson, being by me first duly sworn, did depose and say that he is Vice-President of said corporation and that he had signed and executed said instrument in his capacity, and under authority of the Board of Directors of said corporation.

Thus done and passed in the County of Tulsa, State of Oklahoma, on the day and date first hereinabove written, and in the presence of Virginia Dunn and Martha M. White, competent witnesses, who have hereunto subscribed their names as such, together with said ap-
pearer and me, said authority, after due reading.

WITNESSES:
s/ Virginia Dunn
s/ Martha M. White

s/ John N. Johnson

s/ R. W. Frampton

Notary Public in and for the County of Tulsa, State of Oklahoma.
My Commission expires: July 17, 1954. (SEAL)

Truly Recorded April 9, 1954.

J. Davis
By: Clerk of Court.

NO.107....CONTRACT OF LEASE

STATE OF LOUISIANA- PARISH OF POINTE COUPEE.

THIS CONTRACT OF LEASE, made and entered into between ANTOINE LANGLOIS, of lawful age, a resident of the Parish of Pointe Coupee, Louisiana, Lessor, and PAUL A. LAMBERT, a resident of the Parish of Avoyelles, Louisiana, WITNESSETH:

That the said Antoine Langlois, in consideration of the agreement of the said Paul A. Lambert, has leased and does hereby lease and let to the said Paul A. Lambert, the following described tracts of land, viz:

1) A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, fronting one thousand five hundred (1500) feet on the barrow pit adjoining the Levee by a depth extending to the Mississippi River and bounded in front or South by said barrow pit; West by the Public Highway which leads to the docks of the ferry which operates between Pointe Coupee Parish and St. Francisville, West Feliciana Parish; North by the Mississippi River and East by property of Antoine Langlois.

2) A certain tract of land, situated in the Parish of Pointe Coupee, State of Louisiana, fronting six hundred (600) feet on the barrow pit adjoining the Levee by a depth extending to the Mississippi River and bounded in front or South by said barrow pit; East by the Public Highway which leads to the docks of the ferry which operates between Pointe Coupee Parish and St. Francisville, West Feliciana Parish; North by the Mississippi River and West by property of Antoine Langlois.

The term of this lease shall be one year from April 1, 1954, to March 31, 1955, and lessee, his heirs or assigns, shall have the privilege of extending the present lease for nine (9) additional terms of one (1) year each should he desire to do so. Should lessee desire to avail himself of such additional terms he shall notify lessor of his intention to do so and pay in advance, for each of such terms that he desires the lease to be extended to, the sum of One Hundred & 00/100 (\$100.00) Dollars which is the rental herein stipulated for the first year's term of the present lease. Lessor acknowledges receipt of \$100.00 covering the period from April 1, 1954, to March 31, 1955. In explanation of the intent of the parties hereto as to what is meant by the nine (9) additional terms of one (1) year each herein provided for the parties hereto declare:

Rental for the period April 1, 1954, to March 31, 1955, has been paid. Should Lessee, his heirs or assigns desire to renew the lease for the period April 1, 1955, to March 31, 1956, he shall have the right to do so but must pay Lessor, in advance of April 1, 1955, the sum of \$100.00 covering rental for said period. Should lessee, his heirs or assigns desire to renew the lease for the period of April 1, 1956, to March 31, 1957, he shall have the right to do so but must pay Lessor, in advance of April 1, 1956, the sum of \$100.00 and in like manner and for the same consideration lessee, his heirs or assigns, shall have the right to renew the lease for successive periods of one year each for seven additional terms.

Lessee agrees that he will permit lessor or assigns to enter the herein leased property at any reasonable time for repairs and inspection and that he, lessee, will not commit waste on or damage to the property herein leased and that he will yield possession of the said property at the end of the lease or any renewal or extension thereof.

IN WITNESS WHEREOF, the parties have signed this lease on this the 2nd day of the month of April, 1954, in the Parish and State aforesaid, in the presence of the undersigned competent witnesses, who have hereto signed their names with the appearers after a due reading of the whole.

WITNESSES:

s/ F. C. Claiborne
s/ Hazel L. Powers

s/ Antoine Langlois
s/ Paul A. Lambert

Truly Recorded April 9, 1954.

J. Alexis Leland
Clerk of Court.

NO. 108

MINERAL CONVEYANCE: KNOW ALL MEN BY THESE PRESENTS:

That FIDELITY ROYALTY COMPANY, of Tulsa, Oklahoma, hereinafter called Grantor, for and in consideration of the sum of One and no/100 Dollars (\$1.00) cash in hand paid and other good and valuable considerations, receipt of which is hereby acknowledged, does hereby grant, convey, transfer, assign and deliver unto:

TOKLAN ROYALTY CORPORATION, of Tulsa, Oklahoma, hereinafter called Grantee, 1995/2000ths (99.75%) of all of its right, title and interest in and to all of the oil, gas and other minerals in and under and that may be produced from the following described lands situated in Pointe Coupee Parish, State of Louisiana, to-wit:

F-8000- An undivided 1/16th interest in and to the South Half (S2) of a certain tract of land situated in the Parish of Pointe Coupee, containing 379.31 acres, lying and being in Lots or Sections 2, 3, 4, 5, 6 and 7, T-55, R-7E-S.E. District of Louisiana being the property designated on plat of survey made by S. N. Garrett, C. E., on May 30 & 31, 1911, and annexed to an act of sale by E. H. Barbe to Maude Harbe Saunders and Sarah Barbe Dobard dated Jan. 5, 1922, duly recorded in C. B. D. under entry number 5619, and being bounded on the North by Crosse Bayou, South by Clara Barbe, East by Russell Bayou and West by the Atchafalaya River. It is the intention of the Vendor to convey to Vendee the mineral interest above set out only on the South Half of the above described lands, said South Half containing 189.65 acres, more or less. (Non-participating as to rentals and bonuses).

F-8001- An undivided 1/20th interest in and to the following described land:

A certain tract or parcel of land situated in the Parish of Pointe Coupee, State of Louisiana, containing 200 acres, more or less, lying East of Mussell Bayou, in Sections 8, 9, and 10 of T-55-R-7E, and being the same property acquired from Bala Cooperage Company on the first day of February, 1929. Said lands being bounded on the North by lands of Eugene Barbee, on the East by lands of Irene Dooley Fickett and Norbert W. Claiborne, now or formerly, on the South by lands of the Viola Estate, and on the West by Mussell Bayou, and being the same tract of land on which R. E. Schulze granted an oil, gas and mineral lease to the Stanolind Oil and Gas Company, as recorded in Book "N", entry Number 112 and Entry Number 606 of the Clerk of Court, records of Pointe Coupee Parish, La.

together with the right of ingress and egress at all times for the purposes of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals, and storing, handling, transporting and marketing the same therefrom with the right to remove from said land all of Grantee's property and improvements.

This conveyance is to be and shall become effective as of March 1, 1954.

This conveyance is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after March 1, 1954, precisely as if the Grantee herein had been at the date of the making of said lease the owner of a similar undivided interest in and to the lands described and Grantee one of the lessors therein.

Grantor agrees to execute such further assurances as may be requisites for the full and complete enjoyment of the rights herein granted and likewise agrees that Grantee herein shall have the right at any time to redeem for said Grantor by payment, any mortgage, taxes or other liens on the above described land, upon default in payment by Grantor, and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in anywise belonging to the said Grantee herein, its successors and assigns forever, and Grantor does hereby warrant said title to

PERSONAL PROPERTY

- 1) Medical and surgical instruments and supplies situated in the Morganza Clinic, Morganza, Louisiana, valued at approximately \$2,500.00
- 2) Open Accounts and Accounts Receivable, many uncollectible, valued at 2,000.00
- 3) Money deposited to Checking Account of Dr. J. W. Plaucho, Jr., in Louisiana National Bank, Baton Rouge, La. 1,511.73
- 4) Money on deposit in name of Plaucho Clinic in Louisiana National Bank, Baton Rouge, Louisiana. 100.00

REAL ESTATE

1) AN UNDIVIDED ONE-HALF (1/2) OF:
A certain improved lot situated in the Corporation of Simmesport, Avoyelles Parish, Louisiana, bounded North by Highway, South by lot of A. A. Mayeux, East by lot belonging to J. W. Plaucho, Jr., and West by lot of G. W. Eldridge.
Being the same property acquired by Dr. Joseph W. Plaucho, Sr., and Dr. J. A. Plaucho, Jr., in equal proportions, from Laurie P. Lacour by Act of Sale dated January 12, 1943, and recorded in Conveyance Book A-106, Page 433 of the Records of Avoyelles Parish, La.

2) A certain tract or parcel of land situated in Morganza, Pointe Coupee Parish, Louisiana, with improvements thereon, and known as the home of the late Dr. Joseph W. Plaucho, Sr., presently occupied by his widow, Nina Marie Plaucho.
3) (1st.) A CERTAIN LOT OR PARCEL OF GROUND, with all the buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, near the Village of Morganza, which lot or parcel of ground has a front of two hundred (200) feet on the right-of-way of Paved State Highway No. 30 by a depth between parallel lines of two hundred (200) feet and a width on the rear of two hundred (200) feet and is bounded as follows: In front or South by the right-of-way of Paved State Highway No. 30 aforesaid, North by property hereinafter described "2nd", East by property formerly belonging to Haverswood Co., Inc., and West by property of R. J. Battilott, or assigns.

4) (2nd.) A CERTAIN LOT OR PARCEL OF GROUND, with all the buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, near the Village of Morganza, which lot or parcel of ground lying immediately in the rear of the property hereinafter described as "1st", containing .50 acres. Said lot or parcel of ground fronts two hundred (200) feet on the property hereinafter described as "1st" and has a depth between parallel lines of one hundred eight & 90/100 (108.90) feet and is bounded in front or South by the property hereinafter described "1st" on the North, East and West by property formerly belonging to Haverswood Co., Inc.

The properties (3) 1st. and (4) 2nd) hereinafter described are more fully described on a Map of Survey made by S. H. Garrett, Parish Surveyor, dated Feb. 16, 1944, which is recorded under Entry No. 737 of Book U, Conveyance Records, Parish of Pointe Coupee, Louisiana.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Louisiana National Bank of Baton Rouge, Louisiana, be and it is hereby ordered, directed and authorized to pay over, transfer and deliver to the Estate of Joseph W. Plaucho, Sr., any and all money or credits held by it for the Account of J. W. Plaucho, Sr., or Plaucho Clinic as hereinafter described; that said payment or transfer be made to the "Estate of J. W. Plaucho, Sr., Philo Coco, Attorney."

THIS DEED, AND SIGNED at New Roads, Pointe Coupee Parish, Louisiana, this 4th day of November, A. D. 1955.

s/ Paul B. Landry, Jr.

JUDGE.

Truly Recorded November 4, 1955.

J. Louis
J. Clerk of Court.

NO. 110

FOR PUBLIC HIGHWAYS-

GRANT OF RIGHT OF WAY, STATE PROJECT NOS. 61-01-12 and 839-11-05- New Roads, Labarre Highway STATE ROUTE NOS. 35 and 30-D - Pointe Coupee Parish-

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. 35 and 30-D, in the Parish of Pointe Coupee, State of Louisiana, to be known as State Project No. 61-01-12 and 839-11-05; said State Project No. 61-01-12 begins at New Roads and extends Northerly along State Route 35 a distance of 2.276 miles to junction of Route No. 30-D; said State Project 839-11-05 begins at the intersection of Routes 35 and 30-D and extends along said State Route No. 30-D, Southwestly a distance of 7.292 miles to the intersection of State Route No. 30, and

WHEREAS, the above described highway cannot properly be constructed, improved, and maintained without certain additional right of way 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 highways, 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 widths as designated and as shown in the tables on Sheet No. 7 of the Construction Plans for the aforesaid highway projects approved by the Chief Engineer for said Department, 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 or properties beyond the limits of the aforesaid right of way and to excavate, construct and maintain thereon lateral drains and/or channel changes required for the proper and adequate drainage of the said highway of the size and at locations designated by the District Engineer of the Department of Highways; 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, remove, 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 said right of way, all as prescribed and/or designated by the District Engineer of the said Department.

(4) The Department of Highways of the State of Louisiana, its Engineers, Agents and/or Contractors shall 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 remaining lands of the owner or owners of the said building and/or improvements, all as prescribed and/or designated by the District Engineer

of the said Department.

(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 nor 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 duplicate originals, in the presence of the undersigned witnesses on this 20th day of October, 1955.

WITNESSES:

s/ Edgar P. Guitrau
s/ E. L. Becnel
s/ Edgar P. Guitrau
s/ E. L. Becnel
s/ Edgar P. Guitrau
s/ Solomon Jackson, Jr.
s/ Edgar P. Guitrau
s/ E. L. Becnel
s/ Edgar P. Guitrau
s/ E. L. Becnel
s/ Edgar P. Guitrau
s/ E. L. Becnel
s/ Edgar P. Guitrau
s/ E. L. Becnel
s/ Edgar P. Guitrau
s/ Alice Brisco
s/ Edgar P. Guitrau
s/ Lulling Foster ?
s/ Edgar P. Guitrau
s/ Dolais Carr
s/ Edgar P. Guitrau
s/ Georgiana E. Batiste
s/ Edgar P. Guitrau
s/ C. E. Johnson
s/ Edgar P. Guitrau
s/ Ivy Didier
s/ Edgar P. Guitrau
s/ C. A. Rose
s/ Edgar P. Guitrau
s/ Roland Gauthier
s/ Edgar P. Guitrau
s/ Roland Gauthier
s/ Edgar P. Guitrau
s/ Alton Sneed
s/ Edgar P. Guitrau
s/ Adeline M. Joseph
s/ Edgar P. Guitrau
s/ Dorothy Mae Wright
s/ Edgar P. Guitrau
s/ Joe Brown
s/ Edgar P. Guitrau
s/ Joe Brown
s/ Edgar P. Guitrau
s/ Joe Gethier ?
s/ Edgar P. Guitrau
s/ Irma Lee Williams
s/ Edgar P. Guitrau
s/ Betty Nelson
s/ Edgar P. Guitrau
s/ Martha Lee Constance
s/ Edgar P. Guitrau
s/ Emily Coleman
s/ Edgar P. Guitrau
s/ Rutell Gauthier
s/ Edgar P. Guitrau
s/ Mrs. Vivian S. Hurst

s/ Edgar P. Guitrau
s/ C. Guitrau
s/ Edgar P. Guitrau
s/ Sarah Mae Emery
s/ Edgar P. Guitrau
s/ Bill Williams
s/ Edgar P. Guitrau
s/ Albert Dukas
s/ Edgar P. Guitrau
s/ C. Guitrau
s/ Edgar P. Guitrau
s/ Luke Fabre
s/ Edgar P. Guitrau
s/ Vernon Ann Jack
s/ Edgar P. Guitrau
s/ Mrs. Nettie G. Serio
s/ Edgar P. Guitrau
s/ Emma Saison
s/ Edgar P. Guitrau
s/ Lucille Melancon
s/ Edgar P. Guitrau
s/ Mrs. F. A. Schexnayder

s/ Major Banks

s/ Solomon Jackson, Jr.
s/ George Fields (his X Mark)
s/ Charlie Gaines, Jr.
s/ Rose Major (her X Mark)
s/ C. R. Mougeot
s/ Luke Fabre
s/ Paul Saison (his X mark)
s/ Wallace Briscoe
s/ Albert Foster
s/ Junis Carr
s/ Claiborne E. Batiste
s/ Mrs. Trina Morgan Olinde
s/ Walter Karr
s/ Lorenza Martin
s/ Mary Cartor
s/ Frank Jaumin
s/ Edward Hunter (his X mark)
s/ Alex Joseph
s/ Dorstha Wright
s/ Francis Brown (her X mark)
s/ Dan Franklin (his X mark)
s/ John Bennett (his X mark)
s/ George Williams
s/ George Nelson
s/ Manuel Constance
s/ Mrs. James Coleman
s/ Edward J. Guthier

John C. Aguilard Post #560
The American Legion
s/ By: Junius W. Hurst

s/ Louis Phillips
s/ Mamie Young Smith by: Sarah Mae Emery
s/ Mary Johnson (her X mark)
s/ Joseph Villerot
s/ Anthony Rodney
s/ Joseph C. Fabre
her
s/ Mrs. Almoner X Hunter
mark
s/ Tony Serio
s/ Alcide Saison
s/ James E. Melapcon
s/ F. A. Schexnayder

s/ Edgar P. Guitrau
 s/ Emme Carmouche
 s/ Edgar P. Guitrau
 s/ Sterling J. Deville
 s/ Edgar P. Guitrau
 s/ Mrs. Leo G. Loupe
 s/ Edgar P. Guitrau
 s/ Mrs. Edith Schexnayder
 s/ Edgar P. Guitrau
 s/ Mrs. Alice J. Pourciau
 s/ Edgar P. Guitrau
 s/ Hilary Ricard
 s/ Edgar P. Guitrau
 s/ Benrice Stonaker
 s/ Edgar P. Guitrau
 s/ Benrice Stonaker
 s/ Edgar P. Guitrau
 s/ Harvey Longeron
 s/ Edgar P. Guitrau
 s/ Emma Calzon
 s/ Edgar P. Guitrau
 s/ Louise Hymol
 s/ Edgar P. Guitrau
 s/ Mrs. Lula Labatut
 s/ Edgar P. Guitrau
 s/ Mrs. Bessie Laurant
 s/ Edgar P. Guitrau
 s/ A. A. Thibaut
 s/ Edgar P. Guitrau
 s/ John M. Hess
 s/ Edgar P. Guitrau
 s/ Mrs. Mary Frederick
 s/ Edgar P. Guitrau
 s/ Celesta Labatut
 s/ Edgar P. Guitrau
 s/ Mrs. Polly L. Laurent
 s/ Edgar P. Guitrau
 s/ Mrs. Polly L. Laurent
 s/ Edgar P. Guitrau
 s/ Ray V. Carmouche
 s/ Edgar P. Guitrau
 s/ Mrs. Polly L. Laurent
 s/ Edgar P. Guitrau
 s/ Mary M. Lewis
 s/ Edgar P. Guitrau
 s/ Joe Roy, Jr.
 s/ Edgar P. Guitrau
 s/ Noel Gaines
 s/ Edgar P. Guitrau
 s/ Elaine R. Nelson
 s/ Edgar P. Guitrau
 s/ J. G. Beaud
 s/ Edgar P. Guitrau
 s/ J. G. Beaud
 s/ Edgar P. Guitrau
 s/ Carlos H. Howard
 s/ Edgar P. Guitrau
 s/ Claude Loupe
 s/ Edgar P. Guitrau
 s/ Emma E. Loupe
 s/ Edgar P. Guitrau
 s/ Elsie Butler
 s/ Edgar P. Guitrau
 s/ M. H. Davis
 s/ Edgar P. Guitrau
 s/ Mrs. Hazel M. Depast
 s/ Edgar P. Guitrau
 s/ Joe Ann D. Strate
 s/ Edgar P. Guitrau
 s/ Nellie Mae Duke
 s/ Edgar P. Guitrau
 s/ Leo G. Loupe
 s/ Edgar P. Guitrau
 s/ Joseph P. Jewell, Jr.
 s/ Edgar P. Guitrau
 s/ Joseph P. Jewell, Jr.
 s/ Edgar P. Guitrau
 s/ Emma Baker
 s/ Edgar P. Guitrau
 s/ C. Guitrau
 s/ Edgar P. Guitrau
 s/ Mrs. Gertrude A. Beaud
 s/ Edgar P. Guitrau
 s/ Mrs. Barbara B. Deville
 s/ Edgar P. Guitrau
 s/ Velma Dukes
 s/ Edgar P. Guitrau
 s/ Almenia Hunter
 s/ Edgar P. Guitrau
 s/ George Wade Lacoar, Jr.
 s/ Edgar P. Guitrau
 s/ Mrs. Albin J. Loupe
 s/ Edgar P. Guitrau
 s/ Ellura Shivers
 s/ Ovide Carmouche
 s/ A. B. Curet
 s/ Leo G. Loupe
 s/ Ovide P. Schexnayder
 s/ Mrs. Emma C. Pourciau
 s/ Felton Albert
 s/ Agnes B. LeJeune
 s/ Whitney LeJeune
 s/ Eugene Labatut
 s/ Joseph Saison
 s/ Pauline L. Laurant
 s/ Francis Labatut
 s/ Jules P. Laurant (his X mark)
 s/ W. C. Morrison, Jr.
 s/ A. A. Thibaut
 s/ Benard Frederick
 s/ Jules B. Labatut
 s/ E.J. Loupe Farms
 Per: s/ Dr. E. J. Loupe
 s/ Dr. E. J. Loupe
 s/ Leo G. Carmouche
 s/ Arthur A. Loupe
 s/ Joseph Etienne Loup
 s/ Gerald P. Schexnayder
 s/ Joseph Lindy Gaines
 s/ Edward Nelson
 s/ Albert J. Schexnayder, Jr.
 s/ St. Francis Catholic Church
 s/ By: Rev. John J. Naughton, Pastor
 s/ Fred Bailey
 s/ Numa E. Loupe
 s/ Claud Loupe
 s/ Louise Butler
 s/ Tom Johnson
 s/ Joseph M. Johnson, Jr.
 s/ Pointe Coupee Finance Co., Inc.
 s/ By: Marshall L. Gosserand, Jr., Pres.
 s/ Albert Harry Dukes
 s/ Tene Hood Johnson (her X mark)
 s/ Joseph G. Beaud
 s/ Carl V. Rosso
 s/ George Baker
 s/ B. A. Loupe
 s/ Mrs. Barbara B. Deville
 s/ Mrs. Gertrude A. Beaud
 s/ Gus Dukes
 s/ Rosa Thurmond
 s/ Luther Bergeron
 s/ Albin J. Loupe
 s/ George Lathan

s/ Edgar P. Guitrau
s/ Dave Wright, Jr.
s/ Edgar P. Guitrau
s/ Mrs. Viola D. Loupe
s/ Edgar P. Guitrau
s/ J. W. Thompson
s/ Edgar P. Guitrau
s/ A. E. Kimball
s/ Edgar P. Guitrau
s/ A. E. Kimball

s/ Edgar P. Guitrau
s/ J. W. Thompson
s/ Edgar P. Guitrau
s/ J. W. Thompson

s/ Edgar P. Guitrau
s/ Cleveland R. Langlois
s/ Edgar P. Guitrau
s/ Allan D. Patin
s/ Edgar P. Guitrau
s/ Onzie William

s/ Edgar P. Guitrau
s/ Ross R. Chandler
s/ Edgar P. Guitrau
s/ Mrs. Irene K. Stonaker

s/ Edgar P. Guitrau
s/ Mrs. Irene K. Stonaker
s/ Edgar P. Guitrau
s/ Mrs. L. C. Braud

s/ Edgar P. Guitrau
s/ Mrs. C. B. Guitrau
s/ Edgar J. Hitzman
s/ Evelyn A. Coleman

Zion Travellers Baptist Church
s/ By: Rev. Dave Wright, Pastor

s/ Jos. V. Loupe

s/ W. Wiggins

s/ Coala Field

s/ Sampson X Hood
his
mark

s/ Lynn Schexnayder

Schexnayder & Beaud
s/ By: Lynn Schexnayder
s/ " Joe Beaud

s/ Cleo Otto Langlois

s/ Cleveland R. Langlois

S. H. Garrett, Sr., Est.
s/ By: Mrs. S. H. Garrett, Sr.

s/ Hewitt J. Fontaine

Mrs. Viola Stonaker Parmeles
s/ By: Floyd F. Stonaker, Agt.

s/ Floyd F. Stonaker

s/ James D. Stonaker, Estate
By: Edward H. Stonaker, Agt.

s/ Mrs. A. P. Couvillion

ACCEPTED FOR THE DEPARTMENT OF HIGHWAYS
OF THE STATE OF LOUISIANA:

s/ By: Paul E. Lirette, Right of Way Engineer.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE:

BEFORE ME, the undersigned authority, this day personally appeared: EDGAR P. GUITRAU, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, being first duly sworn on his oath, says:

That he subscribed his name to the foregoing instrument as a witness and that he knows: Major Banks, Solomon Jackson, George Fields, Charlie Guiney, Jr., Ross Major, C. R. Mougeot, Luke Fabre, Paul Sizon, Wallace Briscoe, Albert Foster, Junis Carr, Claborne E. Batiste, Mrs. Trina Korman Glinde, Walter Varr, Lorenza Martin, Mary Cartor, Frank Jamin, Edward Hunter, Alex Joseph, Dorothea Wright, Francis Brown, Dan Franklin, John Bennett, George Williams, George Nelson, Manuel Constance, Mrs. James Coleman, Edward J. Gauthier, Junis W. Hurst, Louis Phillips, Sarah Mae Emery, Mary Johnson, Joseph Villorot, Anthony Rodney, Joseph C. Fabre, Mrs. Almoner Hunter, Tony J. Rio, Alcide Sizon, James E. Melancon, F. A. Schexnayder, Ovide Carrouche, A. S. Carot, Leo G. Loupe, Ovide F. Schexnayder, Mrs. Emma C. Pourciau, Felton Albert, Emma B. Lejeune, Whitney Lejeune, Eugene Labatut, Joseph Sizon, Pauline L. Laurent, Francis Labatut, Jules P. Laurant, W. C. Morrison, Jr., A. A. Thibaut, Benard Frederick, Jules B. Labatut, Dr. E. J. Loupe, Leo C. Carrouche, Arthur F. Loupe, Joseph Etienne Loupe, Gerald P. Schexnayder, Joseph Lindy Gaines, Edward Nelson, Albert J. Schexnayder, Jr., Rav. John J. Houghton, Fred Bailey, Rena E. Loupe, Claude Loupe, Louise Butler, Tom Johnson, Joseph H. Johnson, Jr., Albert Harry Dukes, Tena Hood Johnson, Joseph G. Beaud, Carl V. Rosso, George Baker, E. A. Loupe, Mrs. Barbara Beaud Deville, Mrs. Gertrude A. Beaud, Gus Dukes, Mos Thurmond, Luther Harzeron, Albin J. Loupe, George Lathan, Rev. Dave Wright, Jos. V. Loupe, W. Wiggins, Coala Field, Sampson Hood, Lynn Schexnayder, Cleo Otto Langlois, Cleveland R. Langlois, Mrs. S. H. Garrett, Sr., Hewitt J. Fontaine, Floyd Stonaker, Pointe Coupee Finance Co., Inc., and _____, to be the identical persons described therein and who executed the same and saw them sign the same as their voluntary act and deed, and that he, the said EDGAR P. GUITRAU, subscribed his name to the same at the same time as an attesting witness.

s/ Edgar P. Guitrau- AFFIANT
SWORN TO AND SUBSCRIBED before me, this 31st day of October, 1955.

s/ Robert C. Bethen

Ex-Officio Notary Public for Department of Highways
State of Louisiana. (SEAL)

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE.

BEFORE ME, the undersigned authority, this day personally came and appeared: PAUL E. LIRETTE, to me personally known, who acknowledged to me that he is the Right of Way Engineer of the Department of Highways of the State of Louisiana and that as such, he signed and executed the foregoing act as his free act and deed for and on behalf of the said Department of Highways for the uses, purposes and considerations therein set forth.

s/ Paul E. Lirette

SWORN TO and subscribed before me this 31st day of October, 1955.

s/ Robert C. Bethen- Ex-Officio

Notary Public for Department of Highways, State of La. (SEAL)

Truly Recorded November 5, 1955.

J. Davis Leland
By: Clerk of Court.

NO. 311.....SALE WITH MORTGAGE

STATE OF LOUISIANA- PARISH OF POINTE COUPEE.

BE IT KNOWN That on this 5th day of November, in the year one thousand, Nine hundred and fifty-five, Before me, Francis Douglas Jewell, a Notary Public, for the Parish of Pointe Coupee, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally appeared: BERTHA PATIN and NITA PATIN, both of the lawful age of majority who declared that neither of them has ever been married, both residing in the Parish of Orleans, State of Louisiana, whose address is: 1310 Leonidas Street, New Orleans, Louisiana, hereinafter designated as "vendor", who declared that for the consideration and upon the

NO. 245

STATE OF LOUISIANA- PARISH OF POINTE COUPEE.

BE IT KNOWN, that on this 1st day of March in the year one thousand, nine hundred and fifty-seven (1957) BEFORE ME, G. Ross Kearney, Jr., a Notary Public, in and for the Parish of Pointe Coupee, State of Louisiana, duly commissioned and qualified, and in the presence of of the witnesses hereinafter named and undersigned, personally came and appeared:

GARNETT L. ROBILLARD, and his wife, Mrs. MAE COUVILLION ROBILLARD, born Couvillion, who declared that they have been married but once and then to each other, residing together in the Parish of Pointe Coupee, State of Louisiana, hereinafter designated as "vendor" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation to all rights and actions of warranty against all precedent owners and vendors unto: W. HAROLD ROBILLARD, husband by first and only marriage of Barbara Swindler, Robillard, born Swindler, who resides with him in the Parish of Pointe Coupee, State of Louisiana, hereinafter designated as "purchaser", here present, accepting and purchasing for himself, his heirs and assigns, and acknowledging delivery and possession of the following described property, to-wit:

A certain lot of ground, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, fronting Seventy (70) Feet on the North right-of-way limits of the Public Paved Highway leading from New Roads to Morfanza, by a depth between parallel lines, at right angles to said Public Paved Highway in a northerly direction, of One Hundred (100) Feet; said lot of ground being bounded on the South by the north-right of way limits of said Public Paved Highway leading from New Roads to Morfanza and being bounded on the east, north and west by other land of vendors herein; the southeast corner of said lot of ground herein sold being a distance along said north right of way limits of said Public Paved Highway leading from New Roads to Morfanza of One Hundred (100) feet, in a westerly direction from the southwest corner of a tract of land belonging to Henry Vosberg et al, acquired by him in an act of partition dated August 27, 1945, filed and recorded in conveyance Book I, Entry No. 237, records of Pointe Coupee, State of Louisiana.

The property herein sold is a part of a larger tract of land acquired by Garnett L. Robillard from Bnk of New Roads, by act of sale dated October 2nd, 1931, filed and recorded October 3rd, 1931, in Conveyance Book "H", under Entry No. 1416, records of Pointe Coupee Parish Louisiana.

To have and to hold the said property unto the said purchaser forever.
This present sale and conveyance is made and accepted for and in consideration of the sum and price of ONE THOUSAND AND NO/100 (\$1,000.00) Dollars, lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance drawn therefor.

The United States Internal Revenue Stamps required by law, amounting to \$1.10 have been affixed and duly canceled.

Whenever the word "vendor" is used in this act, it shall be construed to include, "vendors", and whenever the word "purchaser" is used it shall be construed to include "purchasers". All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

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

Thus done, read and passed my office in the Town of New Roads, Parish and State aforesaid, in the presence of Robert F. Kearney and Marie Louise Hewes, competent witnesses, who have hereunto signed their names with the parties and me, said Notary, the day, month, and year first above written.

WITNESSES:

s/ Robert F. Kearney
s/ Marie Louise Hewes

s/ Garnett L. Robillard
s/ Mrs. Mae Couvillion Robillard
s/ W. Harold Robillard

s/ G. Ross Kearney, Jr.,
Notary Public.

Truly Recorded March 8, 1957.

J. [Signature]
By. Clerk of Court.

NO. 246

RIGHT OF WAY DEED

STATE OF LOUISIANA- PARISH OF POINTE COUPEE.

BE IT KNOWN, THAT I, ANTOINE LANGLOIS, husband of Mrs. Lizzie H. Langlois, born Hess, being of the age of majority and a resident of Pointe Coupee Parish, Louisiana, hereinafter referred to as the "Grantor", in consideration of the benefits, uses and advantages accruing to me by reason of the location of the NEW ROADS-ST FRANCISVILLE HIGHWAY STATE PROJECT NO. 61-01-13, STATE ROUTE La 10, POINTE COUPEE PARISH, LA. and for and upon such other terms and conditions or considerations hereinafter expressed do hereby grant, transfer, assign, set over, and deliver unto the State of Louisiana and the Department of Highways of the State of Louisiana, being 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 for the Department, all and singular a right of way on, over and across the following described property, to-wit:

DESCRIPTION:
A certain strip or parcel of land situated in Sections 23, 24, and 25, Township 4 South, Range 10 East, and Sections 1 and 2, Township 4 South, Range 11 East, Parish of Pointe Coupee, State of Louisiana, and described as having a total width of 80 feet, measuring 40 feet to the right or southerly side and 40 feet to the left of northerly side of the surveyed centerline of State Project No. 61-01-13, as shown on the construction plans for said project, which plans are on file in the office of the Department in the City of Baton Rouge, Louisiana, extending in an easterly direction from the Grantor's west property line at approximate Highway Survey Station 56+24 to the Grantor's north property line at approximate Highway Survey Station 135+00, which parcel herein described includes a portion of the existing highway right-of-way.

Being a portion of the same property acquired by the Grantor by Act of Partition dated December 30, 1938, and recorded October 18, 1939, in COB "P" at page 1452 of the Conveyance Records of Pointe Coupee Parish, Louisiana.

It is expressly understood that this grant and transfer of the above described right of way is made solely for the construction and maintenance of the said highway and for such other purposes as may be authorized by the laws of the State of Louisiana, and is a conveyance of a servitude across the lands hereinabove described and not a conveyance of the

full ownership thereto, and the Grantor by these presents especially does 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, nor mining of gas 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.

The Grantor waives and abandons all claims for damages on account of the exercise of the privilege herein granted.

The Department shall construct new standard four strand barbed wire fences along the limits of the herein conveyed right of way to the left of the centerline between Highway Survey Station 56/24 and Highway Survey Station 134/30, and to the right of the centerline between Highway Survey Station 56/24 and Highway Survey Station 62/20, between Highway Survey Station 74/00 and Highway Survey Station 100/00, and between Highway Survey Station 110/00 and Highway Survey Station 132/00, and shall install therein standard single swinging driveway gates to the right of the centerline opposite Highway Survey Stations 61/00, 83/75, 111/00 and 111/35.

The Department shall construct new standard combination mesh and barbed wire fences along the limits of the herein conveyed right of way to the right of the centerline between Highway Survey Station 100/00 and Highway Survey Station 103/00 and between Highway Survey Station 104/75 and Highway Survey Station 110/00.

The Department shall remove the Grantor's existing cattle pen fence situated within the limits of the herein conveyed right of way to the right of the centerline between Highway Survey Station 103/00 and Highway Survey Station 104/75, and shall rebuild same along the new right of way boundary line.

The Department shall construct standard vehicular approaches to the roadway to the left of the centerline opposite Highway Survey Station 104/16 and to the right of the centerline opposite Highway Survey Stations 61/00, 83/75, 101/00, 102/46, 104/16, 111/00 and 111/35.

The Department, its agents and contractors are hereby authorized to enter upon the Grantor's property beyond the limits of the herein conveyed right of way for the purpose of excavating and maintaining a lateral drain to the right of the centerline opposite Highway Survey Station 123/00; said lateral drain to have an average width of 4 feet, an approximate depth of 2 feet and to extend approximately 1000 feet in a southerly direction beyond the southern limits of said right of way; it being understood and agreed that the earth material developed therefrom shall be used in the roadway embankment or otherwise disposed of as directed by the Department's Project Engineer.

The Department shall construct along the southern limits of the herein conveyed right of way a new standard cattle guard opposite Highway Survey Station 102/10.

The Department shall remove the Grantor's existing water trough situated within the herein conveyed right of way to the left of the centerline opposite Highway Survey Station 104/50, and shall relocate same upon the Grantor's remaining property at a site to be selected by the Grantor but within 100 feet of its present location.

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 5th day of March, 1957.

WITNESSES:

s/ Mrs. Liasie Lanfrais
s/ Edgar P. Guitrau
s/ Curtis C. Norton
s/ H. Osell Jones

s/ Antoine Lanfrais

STATE OF LOUISIANA AND THE DEPARTMENT OF
HIGHWAYS OF THE STATE OF LOUISIANA
s/ By: Paul E. Lirette
RIGHT OF WAY ENGINEER.

AFFIDAVIT.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE.

BEFORE ME, the undersigned authority this day personally appeared: Edgar P. Guitrau, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows Antoine Lanfrais, who executed the same and saw him sign the same as his voluntary act and deed, and that he, the said Edgar P. Guitrau, subscribed his name to the same at the same time as an attesting witness.

s/ Edgar P. Guitrau, Affiant.

SWORN TO and subscribed before me, this 6th day of March, 1957.

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

(SEAL)

Truly Recorded March 9, 1957.

J. Clerk of Court.

NO. 247.....LEASE No. 11373 S.S. No. 6889 - Location New Roads, Louisiana.

STATE OF LOUISIANA- PARISH OF POINTE COUPEE.

KNOW ALL MEN, That the following contract of lease is this day entered into by and between: CLAY CAMP #271, WOODMEN OF THE WORLD OF NEW ROADS, LOUISIANA, a Louisiana corporation, domiciled at New Roads, Louisiana, and herein represented by Leonard J. Gilbert, Consul Commander, in accordance with Resolution adopted by the membership of said Corporation on February 6, 1957, copy of said Resolution being attached hereto, hereinafter called LESSOR, and the ARKANSAS FUEL OIL CORPORATION, a Delaware corporation, duly qualified to do business in the state of Louisiana, hereinafter called LESSEE, to-wit:

The LESSOR does by these presents lease and let unto the LESSEE the following described property situated in the Town of New Roads, Parish of Pointe Coupee, Louisiana-

All that certain tract or parcel of land together with all buildings and improvements thereon fronting fifty-five (55) feet on the South side of the Main Street of New Roads, Louisiana, and extending therefrom between parallel lines to False River, and tract or parcel of land being situated in the Town of New Roads, Parish of Pointe Coupee, State of Louisiana, and being bounded on the front or North side by Main Street, on the East by land formerly belonging to the estate of Henry Demouy; on the South by False River and on the West by an open lane twenty-five (25) feet in width, separating said property from the land of Earnest Morpan and Isadore G. Morpan, being the same property acquired by Clay Camp #271, Woodmen of the World, of New Roads, Louisiana, by act of sale named before Hewitt Bounchoud, Notary Public, on the 31st day of December, 1914, and recorded in conveyance records of the Parish of Pointe Coupee under Entry #28,895 of Book 19.

The term of this lease shall be for a period commencing on the 15th day of March, 1962, and ending on the 14th day of March, 1967.

In consideration of the execution of this lease, the LESSEE shall pay to LESSOR a

State Of Texas
County Of Harris

Be It Known, That on this 26th day of October, 1956, before me, the undersigned authority, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared J. B. Kennedy Vice President of Sinclair Oil and Gas Company, to me well known, and known to be such Vice President of Sinclair Oil and Gas Company, and executed the foregoing instrument, and thereupon the said J. B. Kennedy, as such Vice President acknowledged that he had signed and executed the same as his act and deed, and as the act and deed of said corporation, for the consideration, uses and purposes and on the terms and conditions therein mentioned and in his said capacity. And the said J. B. Kennedy, being by me first duly sworn, did denote and say that he is the Vice President of Sinclair Oil and Gas Company and that he had signed and executed said instrument in his said capacity, and under authority of the Board of Directors of said corporation.

Thus done and passed in the County of Harris State of Texas, on the date and date first hereinabove written, and in the presence of Albert P. Micciche and Coleman Davis, competent witnesses, who have herewith subscribed their names as such, together with said undersigned and me, said authority, after due reading.

"Witnesses:

Srd. Albert P. Micciche

Srd. J. B. Kennedy

Srd. Coleman Davis

Srd. John J. Runno

Notary Public in and for the County of Harris,
State of Texas

Truly recorded June 7, 1957.

J. Alvin Leland
D. Clerk of Court.

No. 437.

Right Of Way Deed

State Of Louisiana
Parish Of Pointe Coupee

Be It Known, That T. Lynn Schexnayder, husband of Mrs. Gertrude L. Schexnayder, born Lacroix, being of the age of majority and a resident of Pointe Coupee Parish, Louisiana, hereinafter to be the "Grantor", in consideration of the benefit, uses and advantages accruing to me by reason of the location of the New Roads - St. Francisville Highway, State Project No. 61-01-13, State Route La 10, Pointe Coupee Parish, La., and for and upon such other terms and conditions or considerations hereinafter expressed to hereby grant, transfer, assign, set over, and deliver unto the State of Louisiana and the Department of Highways of the State of Louisiana, being herein 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 for the Department, all and singular a right of way on, over and across the following described property, to wit:

DESCRIPTION A certain strip or parcel of land forming a portion of a tract situated in Townships 4 South, Range 10 East, Parish of Pointe Coupee, State of Louisiana, bounded on the west by properties of Clara Lee Smith and J. W. McInty, on the east by property of Antoine Lacroix, on the north by the Mississippi River and on the south by properties of J. W. McInty and others; said strip or parcel of land being in accordance with the construction plans for said State Project No. 61-01-13, which plans are on file in the office of the Department in the City of Baton Rouge, Louisiana, and being described as all that portion of the Grantor's property lying within 40 feet to the left or northerly side of the surveyed centerline of the proposed project, extending easterly from the Grantor's west property line at approximate Highway Survey Station 35+05 to the Grantor's east property line at approximate Highway Survey Station 56+24; also all that portion of the Grantor's property lying within 40 feet to the right or southerly side of the said surveyed centerline at approximate Highway Survey Station 42+18 to the Grantor's east property line at approximate Highway Survey Station 56+24, which parcel herein described includes a portion of the existing highway right of way.

Said a portion of the same property acquired by the Grantor from Neumours L. Platt by Credit Sale dated March 31, 1955 and recorded April 4, 1955 in COB 40 at page 149 of the Conveyance Records of Pointe Coupee Parish, Louisiana.

It is expressly understood that this grant and transfer of the above described right of way is made solely for the construction and maintenance of said highway and for such other purposes as may be authorized by the laws of the State of Louisiana, and is a conveyance of a servitude across the lands hereinabove described and not a conveyance of the full ownership thereof, and the Grantor by these presents expressly does not transfer any right to oil, gas, and other minerals lying beneath the area herein subjected to said servitudes for right of way purposes, it being specifically understood, however, that while no exploration, drilling, nor mining or gas or other mineral 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.

The Grantor waives and abandons all claims for damages on account of the exercise of the privilege herein granted.

The Department shall construct standard vehicular approaches to the roadway from the Grantor's property to the right and to the left of the centerline opposite Highway Survey Station 44+26, and to the right of the centerline opposite Highway Survey Station 45+00.

The Department shall construct a standard walking approach to the roadway from the Grantor's property to the right of the centerline opposite Highway Survey Station 48+20.

The Department shall construct new standard four strand barbed wire fences along the limits of the herein conveyed right of way to the left of the centerline between Highway Survey Station 35+05 and Highway Survey Station 56+24, and to the right of the centerline between Highway Survey Station 45+67 and Highway Survey Station 56+24.

The Department shall remove the Grantor's existing fence situated within the limits of the herein conveyed right of way to the right of the centerline between Highway Survey Station 43+48 and Highway Survey Station 44+86, and shall rebuild same along the southerly limits of said right of way.

The Department shall construct a new standard combination mesh and barbed wire fence along the limits of the herein conveyed right of way to the right of the centerline between Highway Survey Station 44+86 and Highway Survey Station 45+67.

The Department shall install in the new and rebuilt fences standard single swinging driveway gates to the right and to the left of the centerline opposite Highway Survey Station 44+26, and a standard walking gate to the right of the centerline opposite Highway Survey Station 48+20.

The Department, its Engineers, Agents and Contractors are hereby authorized to enter upon the Grantor's property beyond the limits of the herein conveyed right of way for the purpose of excavating and maintaining a lateral drain to the right of the centerline opposite Highway Survey Station 48+20 said lateral drain to have an average width of 4 feet, an approximate

depth of 2 feet and to extend approximately 1200 feet in a southerly direction beyond the southern limits of said right of way; it being understood and agreed that the earth material developed therefrom shall be used in the roadway embankment or otherwise disposed of as directed by the Department's Project Engineer.

The Department shall pay unto the Grantor the price and sum of Five Hundred And No/100 (\$500.00) Dollars for furnishing all labor and material and for effecting the removal and relocation of Grantor's 125' x 125' cattle loading pen situated within the limits of the herein conveyed right of way to the right of the centerline between Highway Survey Station 42+23 and Highway Survey Station 43+48; said sum shall be paid unto the Grantor upon certification by a representative of the Department that the Grantor's said cattle loading pen has been completely removed from within the limits of said right of way and completely relocated upon the Grantor's remaining property. Grantor shall remove said cattle loading pen within thirty (30) days from the date of execution of this Act. In the event that said removal is not effected within said period of time, and the said improvements remain within the limits of said right of way at the time of construction of the proposed project, said improvements shall be removed by the Department by any method selected by the Department without further recourse to the 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 2nd day of May, 1957.

Witnesses:

Srd. Edgar P. Guirau
Srd. Mrs. Gertrude L. Schexnayder
Srd. Curtis C. Barton
Srd. Guy P. Stubbs Jr.

Srd. Lynn Schexnayder

Sgd. State Of Louisiana And The Department
Of Highways Of The State Of Louisiana
By: Paul E. Lirette
Right Of Way Engineer

State Of Louisiana : AFFIDAVIT
Parish Of East Baton Rouge :

Before Me, the undersigned authority this day personally appeared Edgar P. Guirau, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on his oath, says: that he subscribed his name to the foregoing instrument as a witness, and that he knows Lynn Schexnayder, who executed the same and saw him sign the same as his voluntary act and deed, and that he, the said Edgar P. Guirau, subscribed his name to the same at the same time as an attesting witness.

Sworn To and subscribed before me, this 3rd day of June, 1957.
seal Sgd. Robert C. Rehea - Ex-Officio Notary Public
for Department of Highways
State of Louisiana

Truly recorded June 7, 1957.

J. Clark of Court.

No. 438.. State Of Louisiana } Cash Sale
Parish Of Pointe Coupee }

Be It Known, that on this 3rd day of June, 1957, before me, Francis Douglas Jewell, a Notary Public in and for the Parish of Pointe Coupee, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Frank Davis, who declared that he has been married but once and then to Effie Guerin Davis, born Guerin, who is now deceased, a resident of lawful age of the Parish of Pointe Coupee, State of Louisiana, Address: Route 1, Maringouin Louisiana, hereinafter designated as "vendor" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation to all rights and actions of property against all preceding owners and vendors, unto Pointe Coupee Parish School Board, a public board of the Parish of Pointe Coupee, State of Louisiana, located in said Parish of Pointe Coupee, herein appearing through and represented by C. L. Bordelon, its President, who is appearing and acting in the name and on behalf of said Pointe Coupee Parish School Board by virtue of a resolution of said Board, a duly certified copy thereof is hereto attached and hereof made a part, hereinafter designated as "purchaser", here present, accepting and purchasing for itself, its successors and assigns, and acknowledging delivery and possession of the following described property, to-wit: A CERTAIN LOT OR PARCEL OF LAND, situated in the Parish of Pointe Coupee, State of Louisiana, in Section 67, Township 6 South, Range 9 East, containing of 18.0 acres, more or less, and being a portion of a larger tract of land designated as Lot 4 of the map of survey made by John H. Hayes, C. E., dated March 7, 1936, recorded under Entry No. 1544 of Book "J" of the conveyance records of Pointe Coupee Parish, Louisiana. The lot or parcel of land herein described and conveyed being more particularly described as follows: Beginning at an iron pipe on the boundary line between property of John B. LeFaux and Frank Davis (said pipe being located 669 feet southwest of the southwest right-of-way limits of state gravel road along the west side of Grassy Tote Bayou and set by John H. Hayes, C. E. on March 7, 1936); thence North 28 degrees 40 minutes West a distance of 294 feet; thence North 49 degrees 0 minutes West a distance of 146 feet; thence North 38 degrees 0 minutes East a distance of 743.7 feet to the southwest right-of-way limits of above mentioned state gravel road along the west side of Grassy Tote Bayou; thence South 53 degrees 0 minutes East along said highway right-of-way limits a distance of 247 feet; thence South 52 degrees 10 minutes East a distance of 200 feet; thence South 48 degrees 55 minutes East a distance of 100 feet; thence South 35 degrees 30 minutes East a distance of 63.7 feet to the North East corner of the lot herein described; thence South 50 degrees 50 minutes West along the boundary line between property of John B. LeFaux and Frank Davis a distance of 669 feet to the point of beginning. Which lot or parcel of land herein described conveyed is bounded on the North by the right of way limits of the public state highway which runs along the west side of Bayou Grassy Tote; on the East by property of John B. LeFaux, or assigns; on the South and on the West by property of Frank Davis. The property herein described is more fully shown on the map of survey made by J. H. Garrett, C. E., dated March 30, 1957 which map is annexed to and recorded with the present act of sale.

Being a portion of the same property acquired by Frank Davis from Glendon Davis as per Act of Sale dated February 3, 1953, filed and recorded March 11, 1953 under Entry No. 38 of Book 36 of the conveyance records of Pointe Coupee Parish, Louisiana.

SUBJECT TO:

1. The sale of Joe (Joseph) Pitelata of his undivided interest in the oil, gas and other mineral is in and under and that may be produced from the land herein sold, to Frank Vuoi, all as

debtedness, or any part thereof, is hereby authorized at his option, to pay said taxes, and to have such insurance made and effected, at the cost and expense of the said purchaser, and it is agreed and stipulated that all sums so expended in paying said taxes, and in effecting and keeping in force said insurance, shall bear interest at the rate of eight (8%) per cent per annum from date of disbursement until paid, and shall be secured by the mortgage herein granted to the further amount of Two Hundred & 00/100 Dollars.

Any failure on the part of the purchaser to pay said taxes, as to effect and keep in force said insurance, as herein provided, to pay said indebtedness, or any part thereof, or the interest thereon promptly when due, shall ipso facto, and without any demand or putting in default, cause all of said indebtedness to become immediately due and exigible. Vendor herein, Amar J. Allement, further declared that he does not know how to write or sign his name for the reason that he has never learned how to do so and that he makes hereunto in lieu of and instead of his signature an ordinary mark of a cross.

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

All the agreements and stipulations herein contained, and all the obligations herein assumed, shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto. Taxes for 1957 shall be paid by purchaser when they become due. The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is hereby dispensed with by consent of the parties hereto.

The United States Internal Revenue Stamps required by law, amounting to \$2.75 have been affixed hereto and duly canceled.

Thus done, read, and passed at my office, in the Town of New Roads, Parish and State aforesaid, in the presence of Joseph P. Jewell, Jr., and Douglas Jewell competent witnesses, who have hereunto signed their names with the parties, and me, said Notary, the day, month, and year first above written.

WITNESSES:

s/ Joseph P. Jewell, Jr.,
s/ Douglas Jewell

his
s/ Amar J. Allement
mark
s/ Charles W. Chusta

(SEAL) s/ J. Thos. Jewell, Notary Public.
Truly Recorded September 3, 1957.

J. P. Jewell, Clerk of Court.

NO. 177.....JUDGMENT
SUCCESSION
OF
EWELL PAYNE, and his wife
SOPHIE LEMELLE PAYNE

NO. 5425
18TH. JUDICIAL DISTRICT COURT
PARISH OF POINTE COUPEE
STATE OF LOUISIANA.

This matter coming up on rule directed to the Sheriff and Ex-Officio Tax Collector, and on the petition of the sole and only heirs at law of decedents to be recognized as such and sent into possession; the Tax Collector having declined to traverse and the law and the evidence being in favor thereof, for the reasons orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED, that the rule issued herein be and the same is hereby made absolute, and it is decreed that no inheritance tax is due.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the neices and nephews of decedent Sophie Lemelle Payne as the sole and only heirs at law of said decedent are hereby recognized as such, and, as such, sent into possession of all the property left by said decedent and more particularly the property hereinafter described in the proportions of an undivided one-half (1/2) thereof to ESTHER SHORTEN HAYES, born Shorten, wife of Jack Hayes; THELMA SHORTEN LEWIS, born Shorten, wife of Isaac Lewis; ALLEN SHORTEN, and RITA SHORTEN BELL, born Shorten, wife of George Bell, and an undivided one-half (1/2) thereof to BEECHAM JONES, to-wit:

A certain tract or parcel of land with all the buildings and improvements thereon, containing exactly four (4) acres in superficial area, situated in the Parish of Pointe Coupee, State of Louisiana, near Legonier and fronting seven hundred twenty-two (722) feet, more or less, on the right of way of the paved Morganza - Simmesport Public Highway by a depth between parallel lines to the property line of Mrs. J. P. Harmanson; said tract or parcel of land being bounded as follows: North by property of Mrs. J. P. Harmanson, front or South by the right of way of the Paved Public Highway above named, West by property of Albert Gunnells, East by property of Dick Jones.

Bainr the same property acquired by Ewell Payne, husband of Sophie Lemelle Payne, from Albert Gunnells as per act of sale dated December 11, 1943, filed and recorded same date under Entry No. 338 of Book "U" of the conveyance records of Pointe Coupee Parish, Louisiana.

THUS DONE, READ AND SIGNED IN OPEN COURT, at New Roads, in the Parish of Pointe Coupee, State of Louisiana, on this the 3rd. day of the month of September, 1957.

s/ C. Iris Dupont, District Judge.
Truly Recorded September 3, 1957.

J. P. Jewell, Clerk of Court.

NO. 178.....BORROW PIT AGREEMENT
STATE OF LOUISIANA-PARISH OF POINTE COUPEE.

BE IT KNOWN, ANTOINE LANGLOIS, husband of Mrs. Lizzie H. Langlois, born Hess, being of the age of majority and a resident of Pointe Coupee Parish, Louisiana, hereinafter referred to as the "Grantor", in consideration of the public convenience, necessity, and safety, and of the benefit, use, and advantages accruing to me by reason of the location of the NEW ROADS-ST. FRANCISVILLE HIGHWAY, STATE PROJECT NO. 61-01-13, STATE ROUTE LA. 10, POINTE COUPEE PARISH, LOUISIANA, 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 New Roads-St. Francisville Highway:

DESCRIPTION:

A certain square shaped tract or parcel of land or "Batture" situated on the right descending bank of the Mississippi River in Section 25, Township 4 South, Range 10 East, Parish of Pointe Coupee, State of Louisiana, comprising an area of 4.648 acres, more or less, all four boundaries of said tract each measure 450 feet in length; the center of the south boundary of said tract being located 975 feet distant northerly from, measured at right angles to, the surveyed centerline of said State Project No. 61-01-13 opposite Highway Survey Section 83+00. The north and south boundaries of said tract being parallel to said surveyed centerline. Being a portion of the same property acquired by the Grantor by Act of Partition

dated December 30, 1938 and recorded October 18, 1939, in COB. "P", Entry #1452 of the Conveyance Records of Pointe Coupee 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 NEW-ROADS-ST. FRANCISVILLE HIGHWAY, 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, except those imposed by the Department of Public Works and the District Levee Board.

The said Department, its Agents and Contractors are hereby given the expressed authority and permission to transport and/or haul over and across Grantor's remaining property at and along locations agreed upon between 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's 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 damages 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's remaining property save and except, however, such avoidable damage as may result from negligence of the said Department's Agents, Employees, and/or Contractors.

The Department shall pay unto the Grantor, upon approval by the Department of the Grantor's title to the herein described property, free of all encumbrances, the price and sum of FOUR HUNDRED SIXTY-FOUR AND 80/100 (\$464.80) Dollars.

It being understood and agreed that the Department shall provide sufficient drainage from the pit area herein conveyed to prevent water from completely filling said pit area at all times. 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 agreement as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, as of the 20 day of August, 1957.

WITNESSES:
s/ Edgar P. Guitrau
s/ Mrs. Lizzie H. Langlois
s/ Curtis C. Barton
s/ Guy P. Stubbs, Jr.

s/ Antoine Langlois

STATE OF LOUISIANA AND THE DEPARTMENT OF
HIGHWAYS OF THE STATE OF LOUISIANA
s/By: Paul E. Lorette, Night of Way Engineer

AFFIDAVIT

STATE OF LOUISIANA-PARISH OF EAST BATON ROUGE.

BEFORE ME, the undersigned authority this day personally appeared: EDGAR P. GUITRAU, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on his oath, says, That he subscribed his name to the foregoing instrument as a witness, and that he knows Antoine Langlois, who executed the same and saw him sign the same as his voluntary act and deed, and that he, the said Edgar P. Guitrau, subscribed his name to the same at the same time as an attesting witness.

s/ Edgar P. Guitrau

SWORN TO AND SUBSCRIBED before me, this 20th day of August, 1957.

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

Truly Recorded September 4, 1957.

J. P. Jewell, Clerk of Court.

NO. 179

STATE OF LOUISIANA-PARISH OF POINTE COUPEE.

BE IT KNOWN, That on this 24th day of August, in the year one thousand, nine hundred and fifty-seven, Before me, Joseph P. Jewell, Jr., a Notary Public in and for the Parish of Pointe Coupee, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

JOSEPH V. LOUPE, who declared that he has been married but once and then to Viola Dabadie, who is still living and with whom he resides in the Parish of Pointe Coupee, State of Louisiana, Address: Rt. 2, New Roads, Louisiana, hereinafter designated as "vendor" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution unto: BESSIE CARTER, who declared that she has never been married, a resident of lawful age of majority of the Parish of Orleans, State of Louisiana, Address: 2709 South Dorgenois Street, New Orleans, Louisiana, hereinafter designated as "purchaser", here present, accepting and purchasing for herself, her heirs and assigns, and acknowledging delivery and possession of the following described property, to-wit:

A certain lot or parcel of land, situated in the Parish of Pointe Coupee, State of Louisiana, having a front of sixty-two (62) feet on a certain 12-ft. wide roadway or lane extending in a northerly direction from along the south side of Lot No. 25 of that certain subdivision shown on a map of survey made by Thos. H. Hewes, C. E., dated March 9, 1949, recorded under Entry No. 407 of Book 23 of the conveyance records of Pointe Coupee Parish, Louisiana, and which said lot or parcel of land herein presently conveyed has a depth between parallel lines of one hundred sixty-three (163) feet, and is bounded as follows: in front or East by said 12-ft. wide roadway or lane; on the South by a certain lot of ground sold by Joseph V. Loupe to Adam Jones, et al., by act dated July 16, 1957, recorded under Entry No. 67 of Book 45 of the conveyance records of Pointe Coupee Parish, Louisiana; on the West by property of Anthony Rodney and on the North by remaining tract of land of Joseph V. Loupe.

The lot herein presently sold is taken from a larger tract of land which was acquired by vendor, Joseph V. Loupe, by purchase from the Bank of New Roads, by act of sale dated June 29, 1936, recorded under Entry No. 1923 of Book "J" of the conveyance records of Pointe Coupee Parish, Louisiana.

This sale is made free from any and all mortgages, liens or encumbrances whatever. To have and to hold the said property unto the said purchaser heirs or assigns, forever. This present sale and conveyance is made and accepted for and in consideration of the sum and price of TWO HUNDRED & 00/100 (\$200.00) Dollars, lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

Guidroz Olinde as appears by judgment rendered in the matter entitled "Succession of Pierre Guidroz" bearing No. 4126 on the docket of the 18th Judicial District Court of Louisiana, in and for the Parish of Pointe Coupee.

To have and to hold the said property unto the said purchaser forever free from any mortgages, liens or encumbrances whatsoever, including any rights of usufruct which vendor, Mrs. Eva David Guidroz, has.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of ONE THOUSAND & 00/100 (\$1,000.00) DOLLARS, lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

Apparar Joyce Yvonne Guidroz further declared that she does hereby authorize and request Joseph P. Jewell, Clerk of Court, Parish of Pointe Coupee, Louisiana, to cancel from the mortgage records of his office the legal mortgage in her favor resulting from the recordation of an abstract of inventory of property belonging to her, recorded under entry No. 152 of Book 43, Mortgage Records, Parish of Pointe Coupee, Louisiana, insofar as same bears upon and affects the interest of vendor, Mrs. Eva David Guidroz in and to the property herein described.

The United States Internal Revenue Stamps required by law, amounting to \$1.10 have been affixed and duly canceled.

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

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

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

Thus done, read and passed at my office in the Town of New Roads, Parish and State aforesaid, in the presence of Joseph P. Jewell, Jr. and Douglas Jewell competent witnesses, who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES:

s/Joseph P. Jewell, Jr.
Joseph P. Jewell, Jr.
s/Douglas Jewell
Douglas Jewell

s/Mrs. Eva David Guidroz
Mrs. Eva David Guidroz
s/Mrs. Odile Guidroz St. Romain
Mrs. Odile Guidroz St. Romain
s/Mrs. Jeanette Guidroz Olinde
Mrs. Jeanette Guidroz Olinde
s/Mrs. Iris Nell Guidroz Bueche
Mrs. Iris Nell Guidroz Bueche
s/Jean Pierre Guidroz
Jean Pierre Guidroz
s/Joyce Yvonne Guidroz
Joyce Yvonne Guidroz
s/Mercedes Guidroz Olinde
Mercedes Guidroz Olinde
s/Edwin Olinde
Edwin Olinde

s/J. Thos. Jewell
J. Thos. Jewell,
Notary Public.

TRULY RECORDED APRIL 14, 1964, Jacqueline M. Saizan, Deputy Clerk.

NO. 150

LEASE
PARISH OF POINTE COUPEE
STATE OF LOUISIANA

BE IT KNOWN, That on this 11th day of April, 1964, before me, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared

ANTOINE LANGLOIS a resident of the legal age of majority of the Parish of Pointe Coupee, State of Louisiana, married to Mrs. Lizzie Hess Langlois, born Hess, hereinafter referred to as "LESSOR", who declared that for the consideration and upon the terms and conditions hereinafter set forth, said Lessor does lease and let unto

AVOYELLES BROADCASTING CORPORATION a corporation organized under the laws of the State of Louisiana, domiciled in the Parish of Avoyelles, herein appearing by and through Chester J. Coco, its Executive Vice-President, duly authorized by a resolution of the Board of Directors of said corporation, hereinafter referred to as "TENANT", which does by these presents lease from Lessor for the term, consideration and subject to the conditions and stipulations hereinafter set forth, the following described property, to-wit:

Commencing at a point where the sectionline between Sections 22 and 23, T4S, R 10 E, intersects with the south right-of-way limits of the Public Hard Surfaced Highway which runs along the Mississippi River Levee, the point of beginning, thence South 5 degrees 30 minutes West a distance of 417.4 feet along said sectionline to a point on said sectionline, thence South 84 degrees 30 minutes East a distance of 417.4 feet, thence North 5 degrees 30 minutes East a distance of 417.4 feet, thence North 41 degrees 22 minutes West a distance of 251.4 feet to a point on the South right-of-way limits of said highway, thence, along said South right-of-way limits of said highway South 46 degrees 54 minutes West a distance of 100 feet to a point on said South right-of-way limits of said highway, thence South 57 degrees 19 minutes West a distance of 100 feet along said South right-of-way limits of said highway to a point, on said South right-of-way limits of said highway thence South 64 degrees 02 minutes West a distance of 93 feet along said South right-of-way limits of said highway to the point of beginning. Said tract of land being situated in the Parish of Pointe Coupee, State of Louisiana.

Lessor agrees to furnish a right-of-way for reasonable access to said property.

This lease shall be for a period of Ten (10) years, beginning on March 1, 1964; provided that Tenant shall have the option to extend the lease for an additional period of Ten (10) years by giving notice in writing to Lessor by registered mail, addressed to Lessor at the same address to which the last payment of rental was made, not less than One Hundred Eighty (180) days prior to the expiration of the primary term hereof. The extension of this lease shall be upon the same terms and conditions as this lease, except that the rental for such extended term shall be hereinafter provided.

2. This lease is entered into in and for the consideration of the payment by Tenant, to Lessor in the sum of Four Hundred and No/100 (\$400.00) Dollars per year, payable annually in advance on or before the 1st day of March, of each and every year. The consideration for the extension of this lease shall be the payment by Tenant to Lessor of the sum of Four Hundred and No/100 (\$400.00) Dollars per year, payable annually in advance on or before the 1st day of March of each and every year.

3. Payment of all rentals shall be made in lawful current money of the United States of America. Each of the payment to be made hereunder shall be paid at such place in the United States as Lessor shall designate by written notice to be given to Tenant at least twenty (20) days prior to date on which such payment shall fall due, and whenever such notice is not given to Tenant at least twenty (20) days prior to such payment day, Tenant shall make such payments at the place of payment named in the last preceding notice given by Lessor. Until such notice as is contemplated herein is given, the place of payment shall be Lessor's legal address as provided in paragraph 4.

4. For the purpose of all payments, notices and correspondence of any type whatsoever, the following shall be considered, until further notice shall be given the legal address of the parties hereto:

- | | |
|-------------|---|
| (1) Lessor: | Antoine Langlois
RFD, New Roads, Louisiana |
| (2) Tenant: | Avoyelles Broadcasting Corporation
Marksville, Louisiana |

5. Tenant agrees that it will, at its own expense, at all times keep in safe and good condition and repair, and in all respects as now are, or may hereafter be prescribed by the laws of the State of Louisiana, Parish of Pointe Coupee, or other governmental authority, the leased premises and all improvements thereon; and Tenant agrees to indemnify and save Lessor harmless from all and every claim, demand, action, cause of action and expense, including attorney's fees, arising out of, or in any way connected with any act or omission of Tenant or any of its agents, employees, contractors or those claiming under them, in and about the operation, maintenance, alteration, repair or restoration of the said leased premises, or arising out of the operation of tenant's business, or arising out of any of the terms or provisions of this lease, binding upon or performed by Tenant.

6. Tenant also agrees to at all times during the term of this lease, or any renewal or extension thereof, at its own cost and expense, to carry public liability insurance with Fifty Thousand and No/100 (\$50,000.00) and One Hundred Thousand and No/100 (\$100,000.00) Dollars limit for the protection of Lessor and Tenant against public liability, and to pay the premiums due and to become due on said insurance; and Tenant shall cause to be furnished to Lessor a certificate of insurance certifying the existence of, and the essentials of, said policy and all renewals thereof, and certified by the insurer or its agent.

7. Tenant shall have the right to sublease the premises only with the written consent of Lessor, and in the event such sublease is made, it shall be subject to the terms, conditions and stipulations of this lease. It is expressly agreed and understood that the consent of Lessor to permit subleasing of the premises, if such consent is granted, shall not constitute consent to an assignment of the lease or the leased premises.

8. The cost of all heat, light, power, electricity, water, gas, sewerage or any other service or utility whatsoever used by tenant, shall be born by Tenant. All ad valorem taxes, charges, or assessments levied or assessed against the leased premises during the term of this lease, or any extension thereof, shall be paid by tenant.

9. It is understood and agreed that the said premises are leased, and are to be used by Tenant, for the sole purpose of erecting, maintaining and operating a radio tower or towers and all other necessary radio broadcasting equipment, with its usual and customary accouterments.

10. At the termination of this lease, or any extension thereof, either by forfeiture, default or lapse of time, Tenant shall surrender said premises to Lessor in at lease as good a condition as they were at the time this lease was begun, the usual wear and tear of a prudent use excepted; and Tenant agrees to remove from the premises all structures or improvements of any nature whatsoever, at Tenant's sole expense. Said structures or improvements are to be removed within sixty (60) days from the termination of this lease, or any extension thereof.

9.(a) Lessee assumes any liability and agrees to indemnify and save harmless the lessor from such liability which may result from damage to person or persons or property of agents, employees, invitees, passers-by and any other persons whether on the leased premises or in their vicinity resulting from collision with such radio tower or towers in or above the ground or from the operation of said installations.

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

WITNESSES:

s/George S. Powers
George S. Powers
s/Hazel L. Powers
Hazel L. Powers

s/Antoine Langlois
Antoine Langlois

AVOYELLES BROADCASTING CORP.
BY: s/Chester J. Coco
Chester J. Coco,
Executive Vice President

s/J. Thos. Jewell
NOTARY PUBLIC
(J. Thos. Jewell)

TRULY RECORDED APRIL 14, 1964, Jacqueline M. Saisan, Deputy Clerk.

690

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SERVITUDE AGREEMENT

131

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

KNOW ALL MEN BY THESE PRESENTS:

That Lynn Schexnayder

hereinafter referred to as "Grantor," is the owner of the following described tract of land situated in the Parish of Pointe Coupee, State of Louisiana:

A certain tract or parcel of land located in Section 22
T-4-S, R-10-E

RECEIVED & FILED
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE
J. G. OLINDE
JUL 24 AM 11:01
Mary E. Chas
JUL 24 AM 11:01

Grantor, for and in consideration of the mutual and public benefits to be derived herefrom, and the sum of TEN AND NO/100 (\$10.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged and full acquittance granted therefor, does hereby grant unto GULF STATES UTILITIES COMPANY, a Texas corporation, hereinafter referred to as "Grantee," a right of way, and real servitude 10 feet in width, upon, over, under, and across the above described tract to enter upon and thereon to erect, construct, extend, maintain, inspect, operate, replace, remove, repair and patrol a line of wood or metal structures with lines of conductors, wires, crossarms, guy wires, conduits, stubs, underground conduits and/or cables, fixtures, appliances and appurtenances for the transmission and/or distribution of electricity, and for Grantee's communications, together with all necessary foundation anchors, and braces properly to support the same.

The centerline of the said servitude area is more particularly described as follows:

As shown in red on plat attached hereto and made a part hereof.

See plat, sketch, or aerial photo attached hereto and made a part hereof.

Owner further grants unto Gulf States Utilities Company, the right to install, construct, maintain, operate, inspect, replace, repair, patrol, and remove underground electric service lines from Company's distribution facilities to a point approximately beneath owner's electric meter.

For said consideration and without further payment therefor, Grantor grants unto said Grantee, its successors and assigns, the right at all times, now or in the future, to enter upon the lands covered by this agreement and adjacent lands, as may be necessary, in order for Grantee to cut, trim and remove and to keep cut and trimmed all trees and underbrush which are within 5 feet of the centerline of said servitude area, and Grantor agrees not to construct or permit the construction of any works that would interfere with Grantee's use of the servitude area, or that would create a hazard to persons or property.

Grantee shall pay to Grantor all damages which may be done to fences and growing crops.

This agreement, is in the nature of a covenant running with the land, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

IN WITNESS WHEREOF, Grantor has executed this right of way and servitude grant on this 18 day of Oct, A.D., 1973.

WITNESSES:

L. J. Barnett Jr.
W. B. Brand

GRANTOR:

Lynn Schexnayder

STATE OF LOUISIANA

PARISH OF Pointe a la Poudre
East Baton Rouge

BEFORE ME, the undersigned authority, personally came and appeared

R. J. Bonnetto Jr.

who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that LYNN Schexnayder
Grantor named in the instrument, signed the same in the presence of appearer
and in the presence of V. J. Beaud
the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in
the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and
genuine.

SWORN TO AND SUBSCRIBED before me at
day of April, 1974

R. J. Bonnetto Jr.
Appearing Witness
Baton Rouge, Louisiana, on this 2
a Michael Dufillo
Notary Public

STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned authority, personally came and appeared

who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that
Grantor named in the instrument, signed the same in the presence of appearer
and in the presence of
the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in
the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and
genuine.

SWORN TO AND SUBSCRIBED before me at
day of , 19

Appearing Witness

, Louisiana, on this

Notary Public

STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned authority, personally came and appeared

who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that
Grantor named in the instrument, signed the same in the presence of appearer
and in the presence of
the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in
the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and
genuine.

SWORN TO AND SUBSCRIBED before me at
day of , 19

Appearing Witness

, Louisiana, on this

Notary Public

STATE OF

PARISH (OR COUNTY) OF

ON THIS day of , 19 , before me personally appeared

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

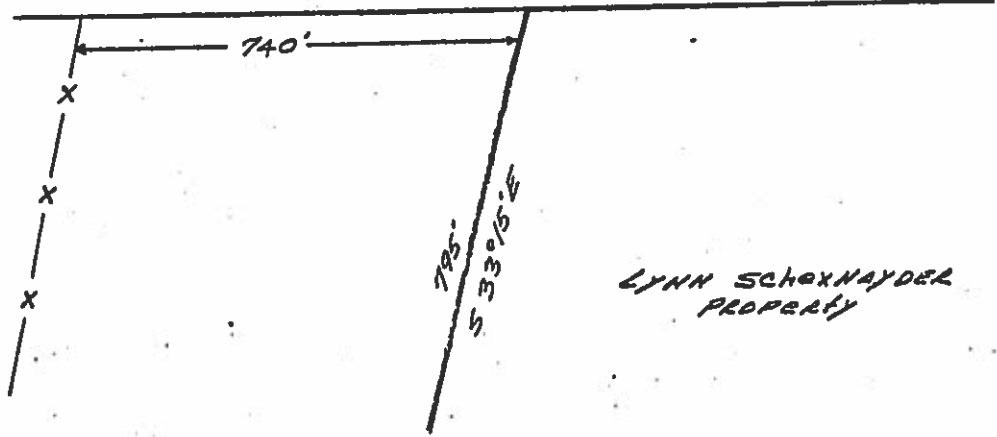
Notary Public

692



LA. HWY 10

to FERRY
→



WELL

APPROX. LOCATION
OF G. S. U. Co SERVITUDE
IN SEC 22 T-4-S, R-10-E
IN POINTE COUPEE
PARISH
Job # 93-60196

LEASE AGREEMENT

I, Mrs. Gertrude Langlois Schexnayder, married to Lynn Schexnayder, residents of the Parish of Pointe Coupee, State of Louisiana (hereinafter called LESSOR) hereby leases to PROGRESSIVE BROADCASTING CORPORATION (the obligation of all lessees being insolido) (Hereinafter called Lessee), the following described property:

Commencing at a point where the Section line between Sections 22 and 23, T4S, R10E, intersects with the south right of way limits of the Public Road surfaced highway, which runs along the Mississippi River Levee, the point of beginning, thence south 5 degrees 30 minutes west a distance of 17.4 feet along said sectionline to a point on said sectionline, thence South 84 degrees 30 minutes East a distance of 417.4 feet, thence North 5 degrees 30 minutes East a distance of 417.4 feet, thence North 5 degrees 30 minutes East a distance of 417.4 feet, thence North 41 degrees 22 minutes West a distance of 251.4 feet, to a point on the South right of way limits of said highway, thence along said South right of way limits of said highway South 46 degrees 54 minutes West a distance of 100 feet to a point on said South right of way limits of said highway, thence South 57 degrees 19 minutes West a distance of 100 feet along said South Right of Way limits of said highway to a point, on said South right of way limits of said highway, thence South 64 degrees 02 minutes West a distance of 93 feet along said south right of way limits of said highway to the point of beginning. Said tract of land being situated in the Parish of Pointe Coupee, State of Louisiana.

Lessor agrees to furnish a right of way for reasonable access to said property, and wherever a gate is used to enter upon said property, said gate is to remain closed at all times.

This lease is for a term of five years, commencing on the 1st day of March, 1978, and ending on the 1st day of March 1983.

This lease is made for and in consideration of an annual rental of FIVE HUNDRED FIFTY and NO/100 DOLLARS, payable annually.

The first payment shall be due on March 1st, 1978 and each succeeding year, at New Roads, Louisiana domicile of Lessor.

Lessee agrees that it will, at its own expense, at all times keep in safe and good condition and repair, and in all respects as now are, or may hereafter be prescribed by the laws of the State of Louisiana, Parish of Pointe Coupee, or other governmental authority, the lease premises and all improvements thereon and Lessee agrees to indemnify and save Lessor harmless from all and every claim, demand, action, cause of action and expense, including attorney's fees, arising out of, or in any way connected with any act or omission of Lessee or any of its agents, employees, contractors or those claiming under them, in and about the operation, maintenance, alteration, repair or restoration of the said leased premises, or arising out of the operation of Lessee's business, or arising out of any of the terms or provisions of this lease binding upon or performed by Lessee.

Lessee also agrees to at all times during the term of this lease, or any renewal or extension thereof, at its own cost and expense, to carry public Liability Insurance with One Hundred Fifty Thousand and No/100 (\$150,000.00) dollars and Fifty Thousand and No/100 Dollars (\$50,000.00) limits for the protection of Lessor and Lessee against public liability, and to pay the premiums due and to become due on said insurance; and Lessee shall cause to be furnished to Lessor a certificate of insurance certifying the existence of, and the essentials of, said policy and all renewals thereof, and certified by the insurer or its agent.

RECEIVED & FILED
177 AUG 3 1978
CLERK OF COURT
NO. 4

Lessee shall have the right to sublease the premises only with the written consent of Lessor, and in the event such sublease is made, it shall be subject to the terms, conditions and stipulations of this lease, and it is expressly agreed and understood that the consent of Lessor to permit subleasing of the premises, if such consent to an assignment of the lease or the leased premises.

It is understood and agreed that the said premises are leased, and are to be used by Lessee, for the sole purpose of erecting, maintaining and operating a radio tower or towers and all other necessary radio broadcasting equipment, with its usual and customary accouterments.

Lessee assumes any liability and agrees to indemnify and save harmless the lessor from such liability which may result from damage to person or persons or property of agents, employees, invitees passer-bys and any other persons whether on the leased premises or in their vicinity resulting from collision with such radio tower or towers in or above the ground or from the operation of said installations.

It is agreed that the impairment or destruction, either partial or total of said transmission tower by fire or any other casualty shall not have the effect of terminating this lease or of reduction of rental or other payment herein stipulated.

At the termination of this lease, or any extension thereof, either by forfeiture, default or lapse of time, Lessee shall surrender said premises to Lessor in at least as good a condition as they were at the time this lease was begun, the usual wear and tear of a prudent use excepted; and Lessee agrees to remove from the premises all structures or improvements of any nature whatsoever, at Lessee's sole expense. Said structure or improvements are to be removed within sixty (60) days from the termination of this lease, or any extension thereof.

Lessor takes cognizance that Lessee has entered into an "Asset Purchase Agreement" with Louis B. Coco and Louis B. Coco, Jr. d/b/a Louis Broadcasters and Company which, among other things, is conditioned upon approval by the Federal Communications Commission, and that upon the Closing Date of said agreement, Lessee agrees to assume and Lessor agrees to allow Lessee to assume the existing lease by and between Lessor and Louis Broadcasters and Company. Lessee agrees that all rent paid will be pro-rated by and between Progressive Broadcasting Corporation and Louis Broadcasters and Company as of the Closing Date. If for any reason whatsoever said sale of assets is not completed, this agreement shall become null and void.

This lease is made and signed in triplicate, in the City of New Roads, State of Louisiana, this SEVENTH day of MAY, 1977.

Mrs. Gertrude Langlois Schexnayder
MRS. GERTRUDE LANGLOIS SCHEXNAYDER

John L. Peroya
PROGRESSIVE BROADCASTING CORP.
JOHN L. PEROYA, PRESIDENT

TRULY RECORDED AUG. 31, 1977, I. G. Olinde, Clerk

472

CB 357 NO 146
 RECEIVED & FILED
 91 JUN -3 PM 4:25

CASH SALE

STATE OF LOUISIANA

CLERK OF COURT & RECORDER
 PARISH OF POINTE COUPEE

PARISH OF POINTE COUPEE

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

NEW ROADS SHOPPING CENTER, INC., a Louisiana corporation, herein represented by Humphrey T. Olinde, Jr., its president, he being duly authorized to act herein by virtue of the authority contained in a resolution of the board of directors of said corporation, a certified copy of which is attached hereto and made a part hereof, address: _____, New Roads, Louisiana 70760;

MARY ANN SCHEXNAYDER GOODYEAR, born Schexnayder, wife of Robert Goodyear, with whom she resides, domiciled in the Parish of Pointe Coupee, Louisiana, address: Rt. 2, Box 79, New Roads, Louisiana 70760; and

LYNN J. SCHEXNAYDER, married once and then to Gertrude Langlois Schexnayder, born Langlois, who is deceased, domiciled in the Parish of Pointe Coupee, Louisiana, address: Rt. 2, Box 81, New Roads, Louisiana 70760;

hereinafter designated as "vendors", who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendors have bargained and sold, and do by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over without any warranty whatsoever, not even as to return of the purchase price, but with full substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto:

ADVANCED COMMUNICATION SERVICES, INC., a Louisiana corporation with its domicile and principal place of business being in Alexandria, Rapides Parish, Louisiana, herein represented by Dennis R. Dickson, its President, by authority of a resolution of the board of directors of said corporation, a certified copy of which is attached hereto and made part hereof, address: 251 McKeithen Drive, Alexandria, Louisiana 71303;

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

A 340 foot guyed tower, including but not limited to the tower, guy wires, anchors, transmitter building, electric service & lighting kit. The tower is now constructed on the following described property at coordinates Latitude 30 degrees 50' 19" and Longitude 91 degrees 42' 36" and will remain there based on the lease signed today affecting the following described property, to-wit:

Commencing at a point where the section line between Sections 22 and 23, T-4-S, R-10-E, intersects with the south right of way limits of the Public Road surfaced highway, which runs along the Mississippi River Levee, the point of beginning, thence South 5° 30" West a distance of 417.4 feet along said section line to a point of said section line, thence South 84° 30" East a distance of 417.4 feet, thence North 5° 30" East a distance of 417.4 feet, thence North 41° 22" West a distance of 152.4 feet to a point on the south right of way limits of said highway, thence along said south right of way limits of said highway South 46° 54" West a distance of 100 feet to a point on said south right of way limits of said highway, thence South 57° 19" West a distance of 100 feet along said south right of way limits of said highway, thence South 64° 02" West a distance of 93 feet along said south right of way limits of said highway to the point of beginning. Said tract of land being situated in the Parish of Pointe Coupee, State of Louisiana.

TO HAVE AND TO HOLD the said property unto the said purchaser; its successors and assigns, forever.

The said Lynn J. Schexnayder further declared that in further consideration of the purchase price paid by purchaser to vendors he waives any usufruct which he may own over the property herein conveyed.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of THREE THOUSAND AND NO/100 (\$3,000.00) DOLLARS, lawful current money of the United States of America, which amount the said purchasers have paid in ready CASH, receipt of which is hereby acknowledged by the vendors, and full discharge and acquittance granted therefor.

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

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

The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisiana is hereby dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been paid. Taxes for the year 1991 will be paid by purchaser.

No title examination was requested of the undersigned notaries public and no such title examination was made by any of them.

THUS DONE, READ AND PASSED by NEW ROADS SHOPPING CENTER, INC., through its undersigned agent, in the City of New Roads, Parish of Pointe Coupee, Louisiana, on the 30th day of MAY, 1991, in the presence of the undersigned competent witnesses and notary, after a due reading of the whole.

WITNESSES:

Vicky S. Schexnayder
J. Kenneth Jewell

NEW ROADS SHOPPING CENTER, INC.

Humphrey T. Olinde, Jr
 President

NOTARY PUBLIC
 John Wayne Jewell

THUS DONE, READ AND PASSED by MARY ANN SCHEXNAYDER GOODYEAR and LYNN J. SCHEXNAYDER in the City of New Roads, Parish of Pointe Coupee, Louisiana, on the 15th day of May, 1991, in the presence of the undersigned competent witnesses and notary, after a due reading of the whole.

WITNESSES:

Sandra C. Pourciau
 Sandra C. Pourciau
Vicky S. Schexnayder
 Vicky S. Schexnayder

Mary Ann Schexnayder Goodyear
 Mary Ann Schexnayder Goodyear
Lynn J. Schexnayder
 Lynn J. Schexnayder

NOTARY PUBLIC
 John Wayne Jewell

THUS DONE, READ AND PASSED by ADVANCED COMMUNICATION SERVICES, INC., through its undersigned agent, in the City of New Roads, Parish of Pointe Coupee, Louisiana, on the 3rd day of June, 1991, in the presence of the undersigned competent witnesses and notary, after a due reading of the whole.

WITNESSES:

Robert N. Loupe
 Robert N. Loupe
Vicky S. Schexnayder
 Vicky S. Schexnayder

ADVANCED COMMUNICATION SERVICES, INC.

Dennis R. Dickson
 Dennis R. Dickson
 President

NOTARY PUBLIC
 John Wayne Jewell

475

12 BK 357 NO 147
 RECEIVED & FILED
 91 JUN -3 PM 1:26

ACT OF LEASE

TO: J. J. J.
 CLERK OF COURT & RECORDER
 PARISH OF POINTE COUPEE

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

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

MARY ANN SCHEXNAYDER GOODYEAR, born Schexnayder, wife of Robert Goodyear, with whom she resides, domiciled in the Parish of Pointe Coupee, Louisiana, address: Rt. 2, Box 79, New Roads, Louisiana 70760; and

LYNN J. SCHEXNAYDER, married once and then to Gertrude Langlois Schexnayder, born Langlois, who is deceased, domiciled in the Parish of Pointe Coupee, Louisiana, address: Rt. 2, Box 81, New Roads, Louisiana 70760;

hereinafter designated as "lessors", who declared that they have leased and let and do by these presents lease and let unto:

ADVANCED COMMUNICATION SERVICES, INC., a Louisiana corporation with its domicile and principal place of business being in Alexandria, Rapides Parish, Louisiana, herein represented by Dennis R. Dickson, its President, by authority of a resolution of the board of directors of said corporation, a certified copy of which is attached hereto and made part hereof, address: 251 McKeithen Drive, Alexandria, Louisiana 71303;

hereinafter designated as "lessee", the following described land, viz:

Commencing at a point where the section line between Sections 22 and 23, T-4-S, R-10-E, intersects with the south right of way limits of the Public Road surfaced highway, which runs along the Mississippi River Levee, the point of beginning, thence South 5° 30' West a distance of 417.4 feet along said section line to a point of said section line, thence South 84° 30' East a distance of 417.4 feet, thence North 5° 30' East a distance of 417.4 feet, thence North 41° 22' West a distance of 152.4 feet to a point on the south right of way limits of said highway, thence along said south right of way limits of said highway South 46° 54' West a distance of 100 feet to a point on said south right of way limits of said highway, thence South 57° 19' West a distance of 100 feet along said south right of way limits of said highway, thence South 64° 02' West a distance of 93 feet along said south right of way limits of said highway to the point of beginning. Said tract of land being situated in the Parish of Pointe Coupee, State of Louisiana.

Subject to the terms and conditions hereof, this lease is made and entered into for a period of twenty (20) years, commencing May 15, 1991, and terminating at midnight on May 14, 2011 and is for the following consideration: During the first five (5) years of said term the rental shall be Seventy-five (\$75.00) Dollars per month, payable in advance on the first

of each month; and said rental shall thereafter be adjusted on May 15, 1996, May 15, 2001 and May 15, 2006, in accordance with the federal cost of living index. All rentals shall be paid to Lynn J. Schexnayder as usufructuary of the property herein leased, until the termination of said usufruct.

As a further consideration for this lease it is understood and agreed by and between lessor and lessee, as follows:

1. The property herein leased shall be used by lessee solely to provide lessee a location suitable in size for the construction and operation of a communication tower with its appurtenant facilities, including guy wires and post anchored to the ground in at least six (6) locations, adjacent to the tower. Lessee shall have the right to additionally erect suitable ground facilities adjacent to the tower to house necessary equipment.

2. Lessors grant to lessee the right to access for vehicles and electrical and other utilities as necessary herein. Lessee shall also have the right to fence in an area fifty feet by fifty feet (50' x 50') around the tower and building if needed in order to protect its facilities.

3. This lease shall be a non-exclusive lease and lessors shall be entitled to maintain operations for agricultural needs subject to the use above described for lessee with the understanding that lessors are liable to lessee for any damages to lessee's equipment caused by lessors' operations within the leased area. Lessee may also build permanent structures on the said leased premises provided it is within 100 feet of the base of the tower.

4. Should the locality designated for the construction of this tower become unsuitable for a communications tower for any reason during the term of this lease, or should lessee lose its license for operation of the tower, then lessee shall have the option at that time to cancel this lease.

5. Lessee shall have the right to limit access to the area around the tower and its structures by locking the gate to the fence above referred to.

6. This lease may not be assigned or sublet.

7. Lessors shall have the right from time to time to grant oil, gas and mineral leases relative to all or any part of the leased premises. And in this connection, lessors reserve to themselves all payments made in

connection with such leases. Lessors, their assigns and mineral lessees or their agents, employees and assigns, shall have the full and complete right to conduct any and all geophysical or exploratory operations on the leased premises, and to produce, save, store and remove all oil, gas or other minerals produced therefrom, said mineral lessees having the right of full ingress and egress to, on, and over said property for said purposes, and this lease shall be subordinate to any oil, gas and mineral lease now existing or that may be granted in the future.

8. Lessors reserve the right to grant rights-of-way and/or servitudes below or upon the surface of the lands herein leased, so long as same do not conflict with lessee's use thereof.

9. Lessee agrees not to commit waste on or damage to the property leased herein by it and will use due care to prevent others from so doing, and agrees to keep in a reasonable manner the ditch bank, roads and fence rows, etc., clean from all weeds and undergrowth at all times.

10. Lessee accepts this lease, and said lands herein leased, subject to any and all existing or duly recorded servitudes, easements and rights-of-way.

11. As further consideration for this lease lessee assumes responsibility for the condition of the premises herein leased and lessors shall not be liable for any damages or injuries caused by any vices or defects therein to lessee, its agents, employees, invitees, licensees, or any other occupant of said property, or to anyone in or on said premises by license of the lessee.

12. Lessee agrees to hold lessors free and harmless and to indemnify lessors from any and all losses, claims, suits, or demands arising or resulting from lessees' operation on and use of lessors' properties leased hereunder.

13. Lessee agrees to surrender to lessors the premises herein leased immediately upon the termination of this lease. Any improvements and/or any other work constructed or performed on the leased premises by the lessee prior to or during the term of this lease shall become the property of lessor at the termination of this lease, all without compensation to lessee,

unless same is removed by lessee prior to the termination of this lease and the land is restored to a clean condition.

14. Lessee agrees and obligates himself to obtain and keep in force and effect during the term of this lease, at lessee's sole expense, a policy or policies of liability insurance in a reputable insurance company or companies licensed to do business in the State of Louisiana covering the properties herein leased and with lessors as additional named insureds with limits of not less than one million dollars. Lessee shall furnish lessors with a certificate or certificates issued by such insurance company or companies evidencing that the said insurance is in full force and effect.

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

THUS DONE AND SIGNED by lessors in the City of New Roads, Parish of Pointe Coupee, Louisiana, on the 13th day of May, 1991 after a due reading of the whole in the presence of the undersigned competent witnesses and notary.

WITNESSES:

Robert N. Loupe
Robert N. Loupe

Mary Ann Schexnayder Goodyear
Mary Ann Schexnayder Goodyear
LESSOR

Vicky S. Schexnayder
Vicky S. Schexnayder

Lynn J. Schexnayder
Lynn J. Schexnayder, LESSOR

John Wayne Jewell
NOTARY PUBLIC
John Wayne Jewell

THUS DONE AND SIGNED by lessee in the City of New Roads,
Parish of Pointe Coupee, Louisiana, on the 3rd day of June,
1991 after a due reading of the whole in the presence of the undersigned
competent witnesses and notary.

WITNESSES:

Robert N. Loupe
Robert N. Loupe

ADVANCED COMMUNICATION SERVICES,
INC.

Vicky S. Schexnayder
Vicky S. Schexnayder

BY Dennis R. Dickson
Dennis R. Dickson, President

John Wayne Jewell
NOTARY PUBLIC
John Wayne Jewell

SENT BY: LOCKE PURNELL

112-19-88 ; 5:58PM ;

5045585200- 1 318 484 3090

1810

875

ACT OF TERMINATION
OF LEASE

- UNITED STATES OF AMERICA
- STATE OF LOUISIANA
- PARISH OF POINTE COUPEE

 1. J. OLINDE
 CLERK OF COURT & RECORDER
 PARISH OF POINTE COUPEE

97 JAN 23 PM 1:46

 12 BK 426 NO 153
 RECEIVED & FILED
 12/23/96

BE IT KNOWN that on the dates hereinafter set forth;

BEFORE US, the undersigned notaries public, duly commissioned and qualified, and in the presence of the undersigned witnesses;

PERSONALLY CAME AND APPEARED:

MARY ANN SCHEXNAYDER GOODYEAR, a person of the full age of majority, having been married but once and then to Robert Goodyear, with whom she is presently residing in the Parish of Pointe Coupee, at 10534 Pointe Coupee Road, New Roads, Louisiana 70760;

LYNN J. SCHEXNAYDER, a person of the full age of majority, having been married twice, first to Gertrude Langlois Schexnayder, who predeceased him, and second to Rosemary Smith Schexnayder, with whom he is separate in property pursuant to an agreement dated and recorded at C.B. , Entry # , Parish of Pointe Coupee, State of Louisiana, having a mailing address of 10448 Pointe Coupee Road, New Roads, LA 70760

(collectively, the "Lessor"); and

ADVANCED COMMUNICATION SERVICES, INC., a Louisiana corporation, having an address of 3200 North Bolton Avenue, Alexandria, Louisiana 71303, appearing herein through its duly authorized officer (the "Lessee");

who being duly sworn, did declare as follows:

1. Lessor and Lessee are parties to that certain lease agreement with respect to the property described on Exhibit "A" attached hereto and made a part hereof, dated June 3, 1991, and recorded at OOB 357, folio 147, in Pointe Coupee Parish, Louisiana (the "Lease").
2. By mutual agreement of Lessor and Lessee, the Lessor and Lessee hereby terminate the Lease in its entirety, effective as of the date hereof.

SENT BY: LOCKE PURNELL

12-12-96 ; 5:58PM ;

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1011

876

3. Lynn J. Scheinayder hereby declares and acknowledges that his usufructuary interest in the property described on Exhibit "A" attached hereto and made a part hereof has been terminated due to his remarriage as is set forth in his appearance herein above.

THUS DONE AND PASSED in the Parish of Pointe Coupee, State of Louisiana, on this 16th day of December, 1996, in the presence of the undersigned witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Diego J. Scheinayder
Mary Ann Scheinayder

Mary Ann Scheinayder Goodyear
MARY ANN SCHEINAYDER GOODYEAR

NOTARY PUBLIC
My commission is issued for life.

THUS DONE AND PASSED in the Parish of Pointe Coupee, State of Louisiana, on this 16th day of December, 1996, in the presence of the undersigned witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Diego J. Scheinayder
Gaynell Hamilton

Lynn J. Scheinayder
LYNN J. SCHEINAYDER

NOTARY PUBLIC
My commission is issued for life.

SENT BY: LOCKE PURNELL

12-13-88 : 5:50PM :

5045585200- 1 318 484 3000

1012

877

THUS DONE AND PASSED in the Parish of Pointe Coupee, State of
Louisiana, on this 16 day of December, 199 6, in the presence of the
undersigned witnesses and me, Notary, after due reading of the whole.

WITNESSES:

ADVANCED COMMUNICATION
SERVICES, INC.

Richard J. Schenck

By: [Signature]
Name: Dennis Dickson
Title: Pres

[Signature]

[Signature]
NOTARY PUBLIC

My commission is issued for life.

SENT BY: LOCKE PURNELL

112-12-00 ; 5:50PM ;

5045505200- 1 318 404 2000 :813

878

EXHIBIT "A"

Premises

Commencing at a point where the section line between Sections 22 and 23, Township 4 South, Range 10 East, intersects with the south right of way limits of the Public Road surfaced highway, which runs along the Mississippi River Levee, the point of beginning, thence South 5°30' West a distance of 417.4 feet along the section line to a point of said section line, thence South 84°30' East a distance of 417.4 feet, thence North 5°30' East a distance of 417.4 feet, thence North 41°22' West a distance of 152.4 feet to a point on the south right of way limits of said highway, thence along said south right of way limits of said highway South 46°54' West a distance of 100 feet to a point on the said south right of way limits of said highway, thence South 57°19' West a distance of 100 feet along said south right of way limits of said highway, thence South 64°02' West a distance of 93 feet along the south right of way limits of said highway to the point of beginning. Said tract of land being situated in the Parish of Pointe Coupee, State of Louisiana.

860

LAND LEASE AGREEMENT

CB BK 426 NO 152
 RECEIVED & FILED
 97 JAN 23 PM 1:43
 CLERK OF COURT
 PINNACLE TOWER RECORDS COOPER

This Land Lease Agreement ("Lease Agreement") dated as of December 16, 1996, is by and between MARY ANN SCHEIDT GOODYEAR, having a mailing address of 10634 Pines Road, New Roads, LA 70760 (hereinafter referred to as "Landlord"); and PINNACLE TOWER RECORDS COOPER, a Delaware corporation, having a mailing address of 1549 Ringling Boulevard, Third Floor, Sarasota, Florida 34236 (hereinafter the "Tenant").

1. **Premises and Term.** In consideration of the obligation of Tenant to pay rent as hereinafter provided and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, that certain tract or parcel of land described in Exhibit "A" attached hereto, together with all rights, privileges, easements, and appurtenances belonging or in any way pertaining thereto, together with the non-exclusive right for ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks, for the installation and maintenance of a radio tower, utility wires, cables, conduits and pipes, over, under or along the limestone drive from the land described on Exhibit "A" hereof to La. Highway 10, all as is shown on the survey of C.H. Fenstermaker, dated December 1996, attached hereto and made a part hereof (hereinafter, collectively the "Premises"). Landlord shall cooperate with Tenant in obtaining necessary utility services or rights-of-way to the radio tower by signing such documents or easements as may be required by utility companies. TO HAVE AND TO HOLD the same for a primary term of twenty years (the "Primary Term") commencing on the date hereof.

2. **Rent.**

(a) Tenant shall pay rent to Landlord at the rate of FOUR THOUSAND AND NO/100 (\$4,000.00) DOLLARS per year, payable in advance. The first annual installment of Rent shall be due and payable on the date hereof and subsequent annual installments of Rent, as adjusted pursuant to Section 3(b) hereof shall be due and payable on or before the December 16 of each subsequent year.

(b) The rental for each year of the Primary Term subsequent to the first year hereof, and for any year of any Renewal Term, shall be adjusted annually by adding the sum of ONE HUNDRED TWENTY AND NO/100 (\$120.00) DOLLARS to the annual rental rate.

(c) All payments of rent shall be made to Landlord as the same shall become due in lawful money of the United States of America at the address specified in Section 15 of this Lease Agreement, or to such other party or at such other address as may be designated by Landlord by written notice delivered to Tenant at least ten days prior to the next ensuing monthly rental payment date.

3. Use.

(a) The Premises are being leased for the purposes of operating, maintaining, erecting and installing radio and communications towers, buildings, and equipment. At all times during the term of this Lease Agreement, Tenant shall have free access to the Premises seven days a week, twenty-four hours a day, for these purposes.

(b) Tenant shall have the right to lease or grant licenses to use the radio tower or any structure or equipment on the Premises but no such lease or license shall relieve or release Tenant from its obligations under this Lease Agreement.

(c) If, at any time during the term of this Lease Agreement, the Federal Aviation Administration, Federal Communications Commission, or other governmental agency changes its regulations and requirements so that Tenant may no longer use the Premises for the purposes originally intended, Tenant shall have the right to cancel and terminate this Lease Agreement upon written notice to Landlord and payment of one month's rent.

4. Utility Charges. Tenant shall pay all charges incurred for the use by Tenant of utility services at the Premises including, without limitation, gas, electricity, water, sewer, and telephone.

5. Insurance.

(a) Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000.

(b) The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other tower locations of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the state where the Premises are located if required by law, shall name Landlord as an additional insured, as appropriate, and shall provide for cancellation only upon ten days prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of all such policies or, at Tenant's option, certificates in lieu thereof issued by the insurance companies underwriting such risks.

6. Radio Tower, Equipment and Fixtures.

(a) Tenant or its customers shall have the right to erect, install, maintain, and operate on the Premises such equipment, improvements, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall be separately owned by Tenant or its customers. At any time during the term of this Lease Agreement and within thirty days after termination hereof, Tenant or its customers shall have the right to remove their equipment, improvements, structures, fixtures, signs, and personal property from the Premises provided that Tenant is not then in default.

(b) Landlord acknowledges that the 340' Rohn 55G radio tower presently located on the Premises is the property of Tenant, and agrees to execute a written document to that effect within ten (10) days of receipt of a written request from Tenant.

(c) Landlord and Tenant acknowledge that the Tenant may need to replace the Tower during the Primary Term or any Renewal Term hereof. Landlord agrees to cooperate with Tenant in obtaining any necessary zoning approvals, construction permits and any other governmental approvals that may be required in connection with the replacement of the Tower.

7. Condemnation.

(a) If all of the Premises (or if less than all, but Tenant reasonably determines that the remaining portion cannot be operated as a radio tower), shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation, then the term of this Lease Agreement shall cease and terminate as of the date of title vesting in such proceeding (or sale) and all rentals shall be paid up to that date.

(b) In the event of a partial taking or condemnation which takes less than a substantial portion of the Premises and Tenant determines that the remaining portion can be operated as a radio tower, this Lease Agreement shall continue in full force and effect but with an equitable reduction or abatement of rent.

(c) In the event of any condemnation, taking, or sale, whether whole or partial, Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Lease Agreement shall not affect the right of the parties to such awards.

8. Liability and Indemnification. Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons, or invitees, or any person whomsoever, for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of Tenant, its employees, or agents, or of any other person entering upon the Premises under express or implied invitation of Tenant (other than Landlord or Landlord's employees or agents), and Tenant agrees to indemnify Landlord and hold it harmless from any loss, claim, damage, cost, or expense suffered or incurred by Landlord by reason of any such damage or injury.

9. Assignment. Tenant may not assign or sublease this lease, in whole or in part, without the prior written approval of Landlord, which consent shall not be unreasonably withheld.

10. Default.

(a) The following events shall be "Events of Default" under this Lease Agreement:

Land Lease Agreement (Advanced Communications)

(1) Tenant shall fail to pay any installment of rent hereby reserved as and when the same shall become due and shall not cure such default within thirty days after written notice thereof is given by Landlord to Tenant;

(2) Tenant shall fail to comply with any term, provision, or covenant of this Lease Agreement, other than the payment of rent, and shall not cure such failure within thirty days after written notice thereof is given by Landlord to Tenant (provided that if such default cannot reasonably be cured within thirty days, then Tenant shall have an additional reasonable period of time within which to cure such default);

(3) Tenant shall be adjudged bankrupt or insolvent, make a transfer in fraud of creditors, or make an assignment for the benefit of creditors and such judgment continues undischarged and unstayed for a period of sixty days;

(4) Tenant shall institute voluntary bankruptcy proceedings or consent to the filing of a bankruptcy proceeding against it or file a petition or answer or consent seeking reorganization or liquidation under any bankruptcy or similar law;

(5) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and such appointment shall continue in effect unstayed for a period of sixty days.

(b) Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever;

(1) Terminate this Lease Agreement, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises, or any part thereof, by force if necessary, without being liable to prosecution or for any claim for damages; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise;

(2) Enter upon and take possession of the Premises and expel or remove Tenant and other persons who may be occupying the Premises, or any part thereof, by force if necessary, without being liable to prosecution or for any claim for damages, and relet the Premises, as Tenant's agent, and receive the rent therefor; and Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting;

(3) Enter upon the Premises, without being liable to prosecution or for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease Agreement; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations hereunder.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default shall not be deemed or construed to constitute a waiver of such default.

11. Right of Inspection. Landlord and its agents and representatives shall be entitled to enter upon and inspect the Premises at any time during normal business hours, provided only that such inspection shall not unreasonably interfere with Tenant's business.

12. Warranty of Title and Quiet Enjoyment.

(a) Landlord represents and warrants that it is the owner in fee simple of the Premises, and that it alone has full right to lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on paying the rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease Agreement, including the Renewal Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns, or those claiming through them.

(b) During the term of this Lease Agreement, Landlord covenants and agrees that it will not grant, create, or suffer any claim, lien, encumbrance, easement, restriction, or other charge or exception to title to the Premises without the prior written consent of Tenant; provided, however, that it is expressly agreed and understood that Landlord may subject its interest in the Premises to a first mortgage loan if its lender shall agree for itself, its successors, and assigns, by written instrument in form and substance reasonably satisfactory to Tenant, (1) to be bound by the terms of this Lease Agreement; (2) not to disturb Tenant's use or possession of the Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default hereunder; and (3) not to join Tenant as a party defendant in any such foreclosure proceeding taken by it.

13. Holding Over by Tenant. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of the Primary Term or Renewal Term hereof, unless otherwise agreed in writing, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

14. Lenders' Continuation Rights.

(a) Landlord recognizes the leases of all tower lessees and will permit each of such lessees to remain in occupancy of its premises notwithstanding any default hereunder by Tenant, so long as each such respective lessee is not in default under the lease covering its premises.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Lease Agreement and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Tenant's mortgagee of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Tenant's mortgagee as Tenant hereunder upon any such exercise by Tenant's mortgagee of its rights of foreclosure.

(c) Landlord hereby agrees to give Tenant's mortgagee written notice of any breach or default of the terms of this Lease Agreement, within fifteen days after the occurrence thereof at such address as is specified by Tenant's mortgagee. Landlord further agrees that no default under this Lease Agreement shall be deemed to have occurred unless such notice to Tenant's mortgagee is also given and that, in the event of any such breach or default under the terms of the Lease Agreement, Tenant's mortgagee shall have the right, to the same extent, for the same period and with the same effect, as the Tenant, plus an additional ninety days after any applicable grace period to cure or correct any such default whether the same shall consist of the failure to pay rent or the failure to perform, and Landlord agrees to accept such payment or performance on the part of the Tenant's mortgagee as though the same had been made or performed by the Tenant. Landlord agrees that it shall not exercise its right to terminate this Lease Agreement or any of its other rights under this Lease Agreement upon breach or default of the terms of this Lease Agreement without so affording Tenant's mortgagee the foregoing notice and periods to cure any default or breach under this Lease Agreement.

(d) Landlord hereby (a) agrees to subordinate any lien or security interest which it may have which arises by law or pursuant to this Lease Agreement to the lien and security interest of Tenant's mortgagee in the collateral securing all indebtedness at any time owed by Tenant to its mortgagee (the "Collateral"), and (b) furthermore agrees that upon an event of default under the loan documents between Tenant and its mortgagee or this Lease Agreement, Tenant's mortgagee shall be fully entitled to exercise its rights against the Collateral prior to the exercise by the Landlord of any rights which it may have therein, including, but not limited to, entry upon the Premises and removal of the Collateral free and clear of the Landlord's lien and security interest.

(e) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate the Tenant's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Lease Agreement.

(f) Tenant shall promptly notify landlord of all mortgages or other encumbrances placed upon its interest in this lease or upon any of its belongings situated on the leased premises. The provisions of this paragraph 14 are conditioned upon such notice having been duly given.

15. Notices and Payments. Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be deemed to be delivered or remitted, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at such other address as they shall have theretofore specified by written notice delivered in accordance herewith:

LANDLORD: Mary Ann Schexnayder Goodyear
10534 Pointe Coupee Road
New Roads, Louisiana 70760

TENANT: Pinnacle Towers Inc.
Attn: Michael D. Craig
1549 Ringling Blvd., 3rd Floor
Sarasota, FL 34236

16. Force Majeure. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Lease Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

17. Recording. A short-form memorandum of this Lease Agreement, setting forth the term hereof, the renewal option, and such other provisions hereof as Landlord or Tenant shall reasonably deem to be pertinent, which Landlord or Tenant, promptly upon request of the other party, shall execute, acknowledge and deliver to the requesting party in recordable form, may be recorded at Landlord's or Tenant's option. The requesting party agrees to provide the other party with an executed duplicate of such short-form memorandum upon written request. In addition, either party hereto may record this Lease Agreement in its entirety.

18. Marital Status of Landlord. Landlord declares and acknowledges that she is married to Robert Goodyear, with whom she is presently residing in Pointe Coupee Parish, Louisiana. Landlord declares that the Premises are her separate and paraphernal property.

19. Relocation of Premises. Upon six (6) months prior written notice to Tenant, Landlord shall have the right to relocate the Premises to any part of the parcel owned by Landlord and adjoining the Premises, as more fully described on Exhibit "B" attached hereto and made a part hereof, to a location mutually agreeable to Tenant and Landlord. Landlord shall bear all costs incurred by Tenant in connection with such relocation of the Premises, including without limitation, all construction, engineers, tenant relocation and legal expenses related thereto.

20. Miscellaneous.

(a) If this Lease Agreement is terminated pursuant to a right to do so herein contained, neither party hereto shall thereafter have any further obligation or liability one to the other,

Land Lease Agreement (Advanced Communications)

867
and this Lease Agreement shall be of no further force or effect. However, Landlord reserves all rights to demand the payment of any delinquent rentals.

(b) The captions used in this Lease Agreement are for convenience only and shall not be deemed to amplify, modify, or limit the provisions hereof.

(c) Words of any gender used in this Lease Agreement shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

(d) This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

(e) This Lease Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such parties.

(f) This Lease Agreement shall be governed by and construed in accordance with the laws of the state of Louisiana.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

LANDLORD:

Mary Ann Schednayer Goodyear
MARY ANN SCHEDNAYER GOODYEAR

868

LESSEE:

PINNACLE TOWERS INC.

By:

Michael D. Craig

Name: Michael D. Craig
Title: Vice President

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ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared MARY ANN SCHEXNAYDER GOODYEAR, to me known, who declared and acknowledged to me, Notary, that she signed and executed the foregoing instrument as her own free and voluntary act and deed and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, at my office in the Parish and State as aforesaid on this 16 day of December, 1996.

WITNESSES:

Wickie D. Schexnayder

Mildred B. [Signature]

Mary Ann Schexnayder Goodyear
MARY ANN SCHEXNAYDER GOODYEAR

[Signature]
NOTARY PUBLIC
My commission is issued for life.

870

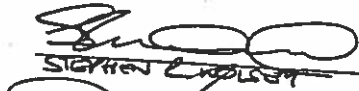
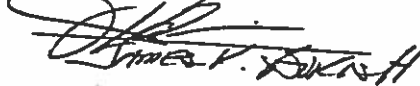
ACKNOWLEDGEMENT

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for said State and Parish, personally came and appeared Michael D. Craig, to me known, who declared and acknowledged to me, Notary, that he is the Vice President of PINNACLE TOWERS INC., that as such duly authorized officer, by and with the authority of the Board of Directors of said corporation 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, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, at my office in the Parish and State as aforesaid on this 14th day of December, 1996.

WITNESSES:


STEPHEN L. [unclear]

JAMES P. [unclear]


MICHAEL D. CRAIG



NOTARY PUBLIC
My commission is issued for life.



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EXHIBIT "A"

Premises

Commencing at a point where the section line between Sections 22 and 23, Township 4 South, Range 10 East, intersects with the south right of way limits of the Public Road surfaced highway, which runs along the Mississippi River Levee, the point of beginning, thence South 5°30' West a distance of 417.4 feet along the section line to a point of said section line, thence South 84°30" East a distance of 417.4 feet, thence North 5°30" East a distance of 417.4 feet, thence North 41°22" West a distance of 152.4 feet to a point on the south right of way limits of said highway, thence along said south right of way limits of said highway South 46°54" West a distance of 100 feet to a point on the said south right of way limits of said highway, thence South 57°19" West a distance of 100 feet along said south right of way limits of said highway, thence South 64°02" West a distance of 93 feet along the south right of way limits of said highway to the point of beginning. Said tract of land being situated in the Parish of Pointe Coupee, State of Louisiana.

DEC. -16' 96(MON) 08:04
SENT BY: LOCKE PURNELL

PINNACLE TOWERS INC.

112-13-96 : 3:53PM :

TEL: 3648886

5045585200-

P. 002
3648886: 2

872

EXHIBIT "B"

A certain tract of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River and being located in Sections 23, 24, 82, 83, 84 and portions of Sections 25 and 85, Township Four (4) South, Range Ten (10) East, which said tract of land contains 578.54 acres, exclusive of the batture in front thereof, and exclusive of the lot hereinafter excepted from said tract, and said tract being designated as TRACT A on a plat of survey and division of the Antoine Langlois property made by Toxie Craft, Civil Engineer, dated October 23, 1973, an official copy of which plat is annexed to and made a part of an act of partition dated October 5, 1976, filed and recorded under Entry No. 220 of Conveyance Book 135 and Map No. 56 of Map Book 3, records of Pointe Coupee Parish, Louisiana, reference being herewith made to said plat for greater certainty of description. Said Tract A being more fully described according to said plat of survey as follows: Beginning at the intersection of the property line between property of Lynn Schexnayder and property formerly of Antoine R. Langlois with the south right-of-way limits of Louisiana Highway No. 10 (being the northwest corner of Tract A); thence traverse along the south right-of-way limits of Louisiana Highway No. 10 in a general northeasterly direction, the distance and bearings shown on said plat, being a total distance of 3,875.30 feet to the northeast corner of said Tract A; thence proceed south 3° 38' 37" west a distance of 8,416.49 feet to the southeast corner of said Tract A; thence proceed south 88° 43' west a distance of 2,175.89 feet to a point; being the southwest corner of said Tract A and also the southwest corner of Section 82, Township 4 South, Range 10 East; thence proceed north 3° 48' 21" East a distance of 3,836.78 feet to the northwest corner of said Tract A and the point of beginning, together with all of the batture, alluvion and accretion in front of said property and as fully shown on the aforementioned plat of survey for greater certainty of description, said batture, alluvion and accretion being the area situated north of said Tract A and defined by projections of the side lines of said tract to the bank of the Mississippi River, all of which is shown on said plat. Said Tract A is

DEC. -16' 96 (MON) 08:05 PINNACLE TOWERS INC.

. SENT, BY: LOCKE PURNELL

: 12-13-96 : 3:53PM :

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P. 005

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873

bounded as follows: North by the Mississippi River; on the East by Tract B of said plat of survey, being the property formerly of Hazel Langlois Povers, now of Lynelle Schexnayder Gay; on the South by properties of Hamilton E. Gray, Gaston Langlois, Auguste A. Bondy, Sr., et al., or assigns, and by Richard S. Patin, and on the West by property of Lynn J. Schexnayder.

LESS AND EXCEPT from said above described Tract A that certain irregularly shaped lot situated along the westernmost boundary of said tract, shown on said plat to be 9.7 acres, more or less, which said lot was previously sold.

Being the same property acquired by Gertrude Langlois Schexnayder from her parents, Antoine Langlois and Lizzie Hesse Langlois, by act of donation dated July 2, 1973, filed and recorded under Entry No. 39 of Conveyance Book 111, records of Pointe Coupee Parish, Louisiana. For further title information see act of boundary revision between Gertrude Langlois Schexnayder, et al., dated October 3, 1976 filed and recorded under Entry No. 320 of Conveyance Book 135, records of Pointe Coupee Parish, Louisiana.

SUBJECT TO: (1) Royalty deeds dated August 10, 1981, filed and recorded under Entry Nos. 8 and 9 of Conveyance Book 213, records of Pointe Coupee Parish, Louisiana.

LESS AND EXCEPT FURTHER an undivided one-half (1/2) interest in and to that certain portion thereof lying within the confines of the catch lot and catch pen situated on said land, which undivided one-half interest therein is inherited by Lynelle Schexnayder Gay as set forth hereinbelow.

SUBJECT TO mineral servitude equal to an undivided one-half interest in the mineral rights affecting said property in favor of Lynelle Schexnayder Gay as set forth below in this judgment.

DEC -16' 96 (NOV) 08:06 PINNACLE TOWERS INC.

SENT BY: LOCKE PURNELL

12-13-98 : 3:54PM :

TEL: 3648886

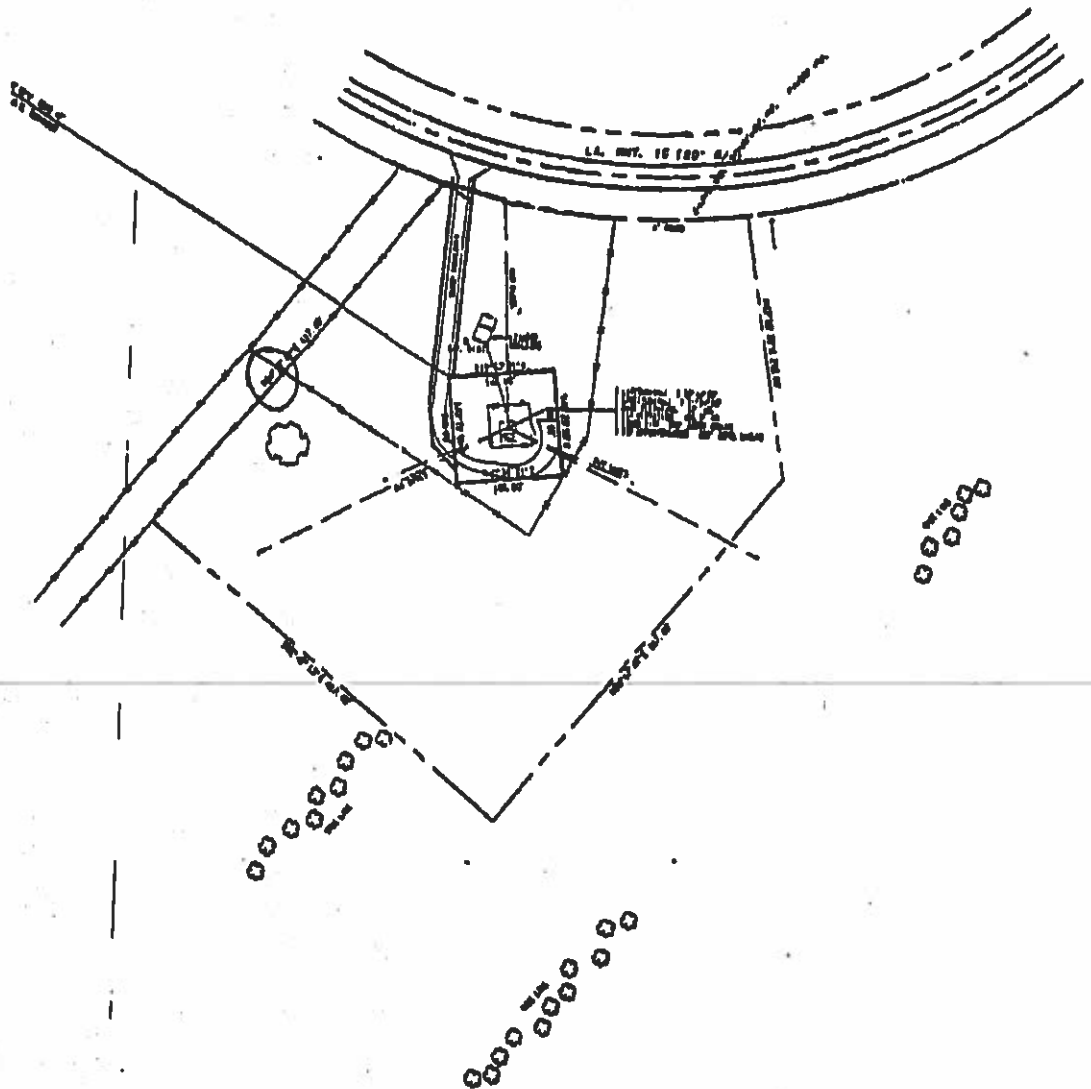
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3848888:8 4

Advanced Communications

874



216

Map 845, #861

CB BK 430 NO 54
 FIRST AMENDMENT TO LAND LEASE AGREEMENT & FILED
 97 MAR 27 PM 1:27

This First Amendment to Land Lease Agreement (the "Amendment") dated as of December 16, 1996, is by and between MARY ANN SCHEXNAYDER GOODYEAR, having a mailing address of 10534 Pointe Coupee Road, New Roads, Louisiana 70760 (hereinafter referred to as "Landlord"); and PINNACLE TOWERS INC., a Delaware corporation, having a mailing address of 1549 Ringling Boulevard, Third Floor, Sarasota, Florida 34236 (hereinafter the "Tenant").

WITNESSETH:

WHEREAS, as of December 16, 1996, Landlord and Tenant entered into a Land Lease Agreement (the "Lease") with respect to certain property located in Pointe Coupee Parish, Louisiana, which Lease is recorded in the conveyance records of Pointe Coupee Parish at COB 426, at Entry No. 152, on the 23rd day of January, 1997.

WHEREAS, the legal description of the property leased in the Lease contained an error, and Landlord and Tenant desire to amend and correct the said legal description, as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Landlord and Tenant hereby agree to amend the Lease as follows:

Exhibit "A" attached to the Lease is hereby replaced with Exhibit "A" attached hereto and made a part hereof.

Except as expressly modified hereby, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

LANDLORD:

Mary Ann Schexnayder Goodyear
 MARY ANN SCHEXNAYDER GOODYEAR

217

LESSEE:

PINNACLE TOWERS INC.

By: Shirley M. Putnam
Name: Shirley M. Putnam
Title: Controller

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ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared MARY ANN SCHEKNAYDER GOODYEAR, to me known, who declared and acknowledged to me, Notary, that she signed and executed the foregoing instrument as her own free and voluntary act and deed and for the objects and purposes therein set forth.

IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, at my office in the Parish and State as aforesaid on this 12th day of March, 1997.

WITNESSES:

Wickby E. Schexnayder

Gaynell Shemillion

Mary Ann Schexnayder Goodyear
MARY ANN SCHEKNAYDER GOODYEAR

NOTARY PUBLIC
My commission is issued for life.

219

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF SARASOTA

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, personally came and appeared Shirley M. Putnam, to me known, who declared and acknowledged to me, Notary, that she is the Controller of PINNACLE TOWERS INC., that as such duly authorized officer, by and with the authority of the Board of Directors of said corporation she 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, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, at my office in the County and State as aforesaid on this 12 day of March, 1997.

WITNESSES:


STEPHEN R. WALSBY


SHIRLEY M. PUTNAM


GLORIA CROMBIE


NOTARY PUBLIC

My commission expires: 1-31-00



Diane E. Arndall
MY COMMISSION # CCS20012 EXPIRES
January 31, 2000
BONDED THRU TROY PAUL INSURANCE, INC.

First Amendment to Land Lease Agreement

Page 4

EXHIBIT 220

Premises

A certain tract of land, containing 4.729 acres, located in Section 23, Township 4 South, Range 10 East, Point Coupee Parish, Louisiana, being more fully described as follows:

Commencing at the NGS monument "PBM SHAMROCK" (Lat. 30°44'07", Long. 91°25'22"), proceed along a bearing of South 82°07'50" East a distance of 2115.17 feet to a point on the southerly right of way of La. Hwy. 10 at a point where the line between Sections 22 and 23 meet the southerly right of way line of La. Hwy. 10, said point hereinafter to be known as the Point of beginning; Thence proceed along the southerly right of way of La. Hwy. 10 a bearing of North 65°40'00" East a distance of 134.47 feet to a point; thence continue along the southerly right of way of La. Hwy. 10 a bearing of North 55°18'00" East a distance of 102.75 feet to a point; thence continue along the southerly right of way of La. Hwy. 10 a bearing of North 43°50'00" East a distance of 51.78 feet to a point; thence proceed along a bearing of South 44°08'01" East a distance of 249.34 feet to a point; thence proceed along a bearing of South 03°48'21" East a distance of 417.40 feet to a point; thence proceed along a bearing of North 86°11'39" West a distance of 417.40 feet to a point on the line between Sections 22 and 23; thence proceed along the line between Sections 22 and 23 a bearing of North 03°48'21" West a distance of 417.40 feet to the Point of Beginning.

The Premises (as defined in the Lease) include the strip of land located fifteen feet on either side of the easterlymost guy wire for the radio tower located on the Premises, running from the boundary of the above described tract to the anchor point of said guy wire, which strip of land is located entirely on the parcel described in Exhibit "B" attached hereto and made a part hereof, and the said guy wire is more fully shown on the Survey (as hereinbelow described).

All as more fully shown on the Survey of C.H. Fenstermaker & Associates, Inc. dated January 8, 1997, attached hereto and made a part hereof (the "Survey").

CB 540 107

RECEIVED

2008 FEB -8 PM 12:43

Site Name: Pointe Coupee
Site No.: 42435MEMORANDUM OF
LAND LEASE AGREEMENT

This Memorandum evidences that a Land Lease Agreement ("LA") was made and entered into on the 2 day of April, 2007, by and between Mary Ann Schexnayder Goodyear, with a mailing address of 10534 Pointe Coupee Road, New Roads, LA 70760 ("Lessor") and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Basking Ridge, NJ 07920 ("Lessee"), the terms and conditions of which are incorporated herein by reference.

The LA provides in part that Lessor leases to Lessee a portion of that certain parcel of property located on Louisiana Highway 10 in New Roads, Pointe Coupee Parish, Louisiana, and being described as a 100' by 100' parcel containing 10,000' square feet, the underlying real property of which is legally described in Exhibit "A" attached hereto and made a part hereof as a portion of land having a front of eight (8) arpents on the Mississippi River by fifty-eight (58) arpents in depth located in Section 22, Township 4 South, Range 10 East, all as more particularly described in COB 489, Page 70 and COB 491, Page 352 of the Conveyance Records of Pointe Coupee Parish, Louisiana, with grant of rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on March 1st, 2007, which shall automatically be extended for four (4) additional five-year terms for a total of twenty-five years, unless earlier terminated by LESSEE under the terms of the LA. A copy of the LA is on file in the offices of the Lessor and Lessee.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

WITNESSES:

LESSOR:

Wichy Schexnayder
Name: WICHY SCHEXNAYDER

Erika Rogers
Name: ERIKA ROGERS

Mary Ann Schexnayder Goodyear
Mary Ann Schexnayder Goodyear

LESSEE:

VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP d/b/a Verizon Wireless

Steven B. Cole
Name: STEVEN B. COLE

Michelle Gibbs
Name: MICHELE GIBBS

By:

Hans F. Leutenegger
Hans F. Leutenegger
Area Vice President, Network, South Area

STATE OF LOUISIANA
PARISH OF Pointe Coupee

BEFORE ME, undersigned duly commissioned and qualified Notary Public and the above signed competent witnesses, personally came and appeared Mary Ann Schexnayder Goodyear, to me known to be the person described in and who executed the foregoing instrument, who acknowledged to me in the presence of the above signed witnesses that she executed the same on the date hereof for the uses, considerations, and purposes therein expressed as her free act and deed.

Signed at New Roads, Louisiana, this 14th day of February, 2007.

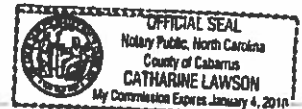
John Wayne Jewell
Notary Public
Name: JOHN WAYNE JEWELL
Bar/Commission No. LA BAR ROLL NO. 7203

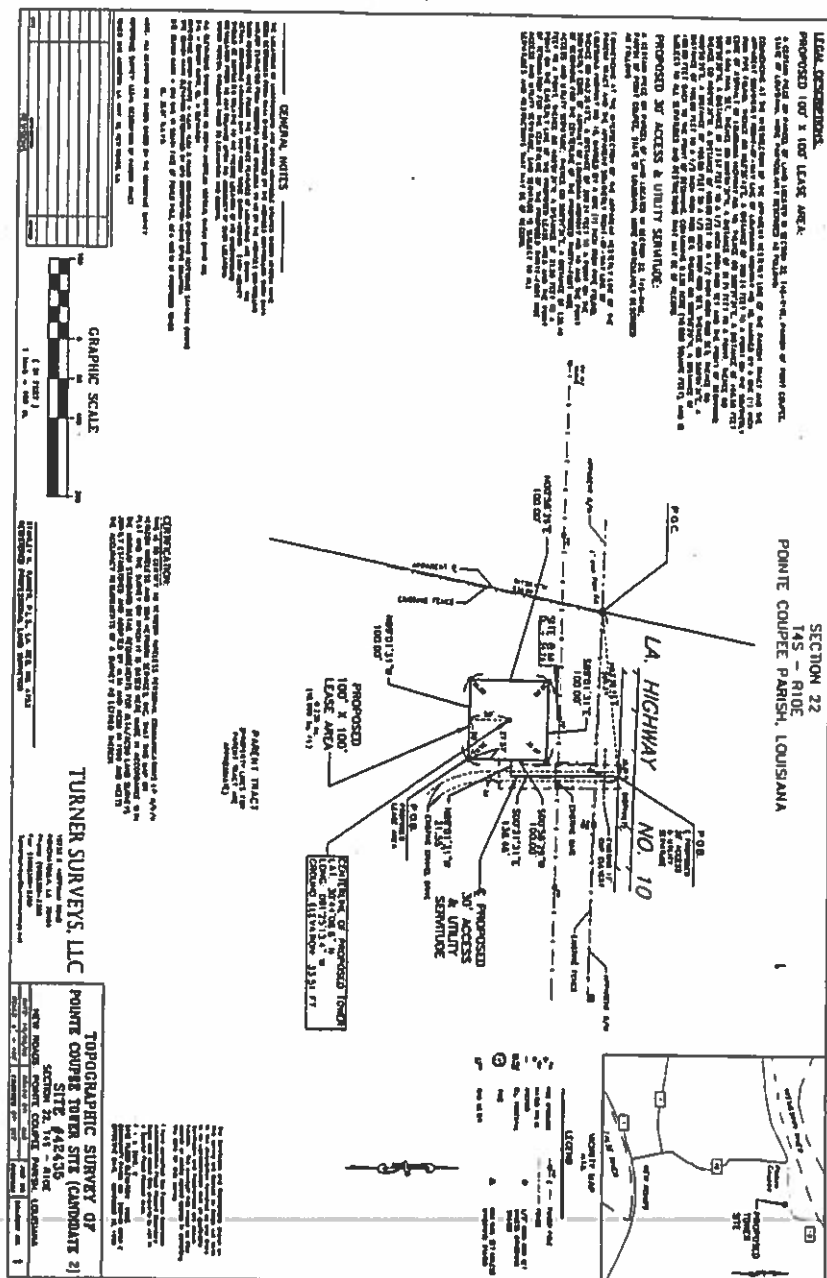
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

BEFORE ME, undersigned duly commissioned and qualified Notary Public and the above signed competent witnesses, personally came and appeared Hans F. Leutenegger, appearing herein in his capacity as Area Vice President, Network, South Area of Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, to me known to be the person described in and who executed the foregoing instrument as representing said Limited Partnership, who acknowledged to me in the presence of the above signed witnesses that he executed the same on the date hereof on behalf of said Limited Partnership, and that such instrument was executed for the uses, considerations, and purposes therein expressed by authority of the Partners of said Limited Partnership as the free act and deed of said Limited Partnership.

Signed at Charlotte, North Carolina, this 2 day of April, 2007.

Catharine Lawson
Notary Public
Name: Catharine Lawson
Bar/Commission No. N/A





SECTION 22
145 - RIDE
POINTE COUPEE PARISH, LOUISIANA

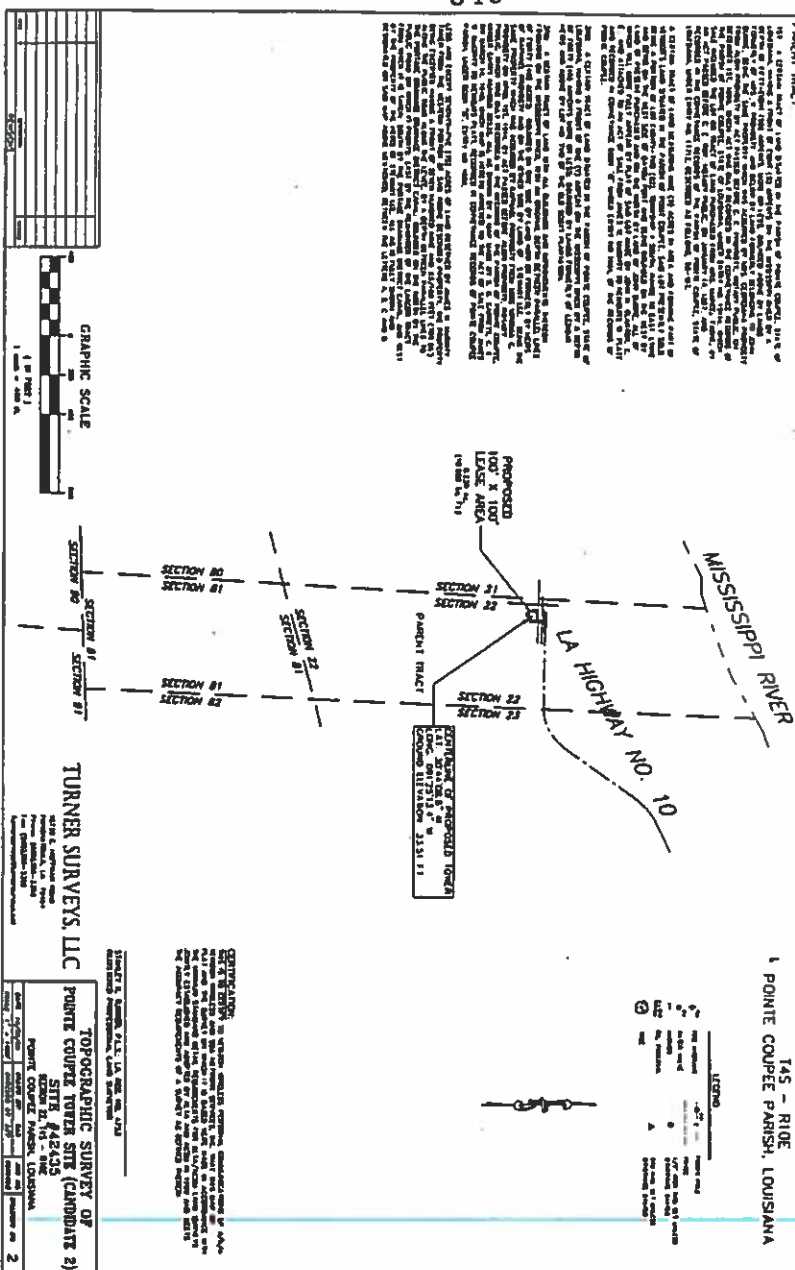


EXHIBIT "A"

Mortgages

MB 300 186
RECEIVED & FILED
'01 OCT 12 PM 4 20

MULTIPLE INDEBTEDNESS MORTGAGE

LANDL... LANDRY
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

Mortgagor:	MARY ANN SCHEXNAYDER GOODYEAR (SSN: 437-78-8175) 10534 POINTE COUPEE ROAD NEW ROADS, LA 70760-9999	Mortgagee:	GUARANTY BANK AND TRUST COMPANY 175 NEW ROADS STREET P. O. BOX 10 NEW ROADS, LA 70760 (225) 638-8621
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MULTIPLE INDEBTEDNESS MORTGAGE

UNITED STATES OF
AMERICA

BY: MARY ANN SCHEXNAYDER GOODYEAR

STATE OF LOUISIANA

IN FAVOR OF:

PARISH OF POINTE
COUPEE

GUARANTY BANK AND TRUST COMPANY

And Any Future Holder or Holders

BE IT KNOWN, that on the 10th day of October, 2001;

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned
competent witnesses;

PERSONALLY CAME AND APPEARED:

MARY ANN SCHEXNAYDER GOODYEAR (SSN: 437-78-8175), a person of
the full age of majority, domiciled and residing in the Parish of POINTE
COUPEE, State of Louisiana, whose mailing address is 10534 POINTE
COUPEE ROAD, NEW ROADS, LA, 70760-9999, who declared that she is
married to BOB ALLEN GOODYEAR with whom she is presently living and
residing;

WHO DECLARED THAT:

TERMS AND CONDITIONS:

INDEBTEDNESS. The word "indebtedness" as used in this Mortgage means individually, collectively and interchangeably any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Mortgagor from Mortgagee, as well as Mortgagee's successors and assigns, from time to time, one or more times, now and in the future, under any and all Notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation, a Note dated August 3, 2001, in the principal amount of \$ 282,030.00 from Mortgagor to Mortgagee, and any and all amendments thereto and/or substitutions therefor, and any and all renewals, extensions and refinancings thereof, as well as any and all other obligations, including, without limitation, Mortgagor's covenants and agreements in any present or future loan or credit agreement or any other agreement, document or instrument executed by Mortgagor and liabilities that Mortgagor may now and/or in the future owe to and/or incur in favor of Mortgagee, whether direct or indirect, or by way of assignment or purchase of a participation interest, and whether related or unrelated, or whether committed or purely discretionary, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, due or to become due, and whether now existing or hereafter arising, or otherwise secured or unsecured, whether Mortgagor is obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or as a surety, guarantor, or endorser, of every nature and kind whatsoever, whether or not any such indebtedness may be barred under any statute of limitations or prescriptive period or may be or become otherwise unenforceable or voidable for any reason whatsoever. Notwithstanding

MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)

Page 2

any other provision of this Mortgage, the maximum amount of indebtedness secured hereby shall be limited to \$50,000,000.00.

GRANTING OF MORTGAGE. And now, in order to secure the prompt and punctual payment and satisfaction of the indebtedness, in principal, interest, costs, expenses, attorneys' fees and other fees and charges, and additionally to secure repayment of any and all Additional Advances that Mortgagee may make on behalf of Mortgagor as provided in this Mortgage, together with interest thereon, Mortgagor does by these presents specifically mortgage, affect and hypothecate unto and in favor of Mortgagee, any and all of Mortgagor's present and future rights, title and interest in and to the following described Property located in **POINTE COUPEE Parish, State of Louisiana**:

The Immovable (real) property specifically described as follows:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

Together with any and all present and future buildings, constructions, component parts, improvements, attachments, appurtenances, fixtures, rights, ways, privileges, advantages, batture, and batture rights, servitudes and easements of every type and description, now and/or in the future relating to the Property, and any and all items and fixtures attached to and/or forming integral or component parts of the Property in accordance with the Louisiana Civil Code.

The Property or its address is commonly known as **LA 10, NEW ROADS, LA 70760-9999.**

MORTGAGE SECURING FUTURE INDEBTEDNESS. This Mortgage has been executed by Mortgagor pursuant to Article 3298 of the Louisiana Civil Code for the purpose of securing Mortgagor's indebtedness that may now be existing or that may arise in the future as provided herein, with the preferences and priorities provided under applicable Louisiana law. However, nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which Mortgagor's indebtedness may be requested or extended. Mortgagor's additional loans will automatically be secured by this Mortgage without the necessity that Mortgagor agrees or consents to such a result at the time additional loans are made and that the note or notes evidencing such additional loans reference the fact that such notes are secured by this Mortgage. Mortgagor understands that Mortgagor may not subsequently have a change of mind and insist that Mortgagor's additional loans not be secured by this Mortgage unless Mortgagee specifically agrees to such a request in writing.

DURATION OF MORTGAGE. This Mortgage will remain in effect until (A) all of the indebtedness is fully paid and satisfied and there is no agreement or commitment to advance any additional indebtedness; and (B) Mortgagor cancels this Mortgage by filing a written cancellation instrument signed by Mortgagee. When all of the indebtedness is fully paid and satisfied and there is no agreement or commitment to advance any additional indebtedness, Mortgagor may request Mortgagee to sign such a written cancellation instrument by writing Mortgagee at the above address or at such other address as Mortgagee may advise. Mortgagee may delay providing Mortgagor with such a mortgage cancellation instrument for a period of sixty (60) days following receipt of Mortgagor's written request, or such longer time as may be necessary for Mortgagee to verify that all conditions precedent for mortgage cancellation have been satisfied.

PROHIBITIONS REGARDING PROPERTY. So long as this Mortgage remains in effect, Mortgagor shall not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, do anything or permit anything to be done that may in any way affect Mortgagee's security interests and rights in and to the mortgaged Property, or create or permit to exist any Encumbrance in or against any of the Property, in favor of any person other than Mortgagee.

REPRESENTATIONS AND WARRANTIES CONCERNING THE PROPERTY. Except as previously disclosed to Mortgagee in writing, Mortgagor represents and warrants that: (A) Mortgagor is and will continue to be the lawful owner of the Property; (B) Mortgagor has the right to mortgage the Property to Mortgagee; (C) as of the time this Mortgage is recorded, there are no Encumbrances affecting the Property; (D) the security rights and interest granted under this Mortgage will at no time become subordinate or junior to any security rights, interests, liens, or claims of, or in favor of, any person, firm, corporation, or other entity; and (E) this Mortgage is binding upon Mortgagor as well as Mortgagor's heirs, successors, legatees, administrators, executors, representatives and assigns, and is legally enforceable in accordance with its terms. The above representations and warranties, and all other representations and warranties contained in this Mortgage, are and will be continuing in nature and will remain in full force and effect until such time as this Mortgage is cancelled in the manner provided above.

INSURANCE PROVISIONS. The following insurance provisions are a part of this Mortgage:

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

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Required Insurance. So long as this Mortgage remains in effect, Mortgagor shall, at its sole cost, keep and/or cause others, at their expense, to keep the Property constantly insured against loss by fire, by hazards included within the term "extended coverage," and by such other hazards (including flood insurance, where applicable) as may be required by Mortgagee. Such insurance shall be in an amount not less than the full replacement value of the Property, or such other amount or amounts as Mortgagee may require or approve in writing. Mortgagor shall further provide and maintain, at its sole cost and expense, comprehensive public liability insurance, naming both Mortgagor and Mortgagee as parties insured, protecting against claims for bodily injury, death and/or property damage arising out of the use, ownership, occupancy, possession, operation and condition of the Property, and further containing a broad form contractual liability endorsement covering Mortgagor's obligations to indemnify Mortgagee as provided hereunder. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Mortgagor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Mortgagee that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Mortgagee, and to maintain such insurance for the term of the loan.

Insurance Companies and Policies. Mortgagor may purchase such insurance from any insurance company or broker that is acceptable to Mortgagee, provided that such approval may not be unreasonably withheld. All such insurance policies, including renewals and replacements, must also be in form and substance acceptable to Mortgagee, and must additionally contain a lender's loss payee endorsement in favor of Mortgagee, providing in part that (1) all proceeds and returned premiums under such policies of insurance will be paid directly to Mortgagee, and (2) no act or omission on the part of Mortgagor, or any of its directors, officers, agents, employees or representatives, nor breach of any warranty contained in such policies, shall affect the obligations of the insurer to pay the full amount of any loss to Mortgagee. Such policies of insurance must also contain a provision prohibiting cancellation, nonrenewal, or the alteration of such insurance without at least fifteen (15) days prior written notice to Mortgagee of such intended cancellation or alteration. Mortgagor agrees to provide Mortgagee with originals or certified copies of such policies of insurance. Mortgagor further agrees to promptly furnish Mortgagee with copies of all renewal notices and, if requested by Mortgagee, with copies of receipts for paid premiums. Mortgagor shall provide Mortgagee with originals or certified copies of all renewal or replacement policies of insurance no later than fifteen (15) days before any such existing policy or policies should expire. If Mortgagor's insurance policies and renewals are held by another person, Mortgagor agrees to supply original or certified copies of the same to Mortgagee within the time periods required above.

Property Losses and Claims. Mortgagor agrees to immediately notify Mortgagee in writing of any material casualty to or accident involving the Property, whether or not such casualty or loss is covered by insurance. Mortgagor further agrees to promptly notify Mortgagee's insurance company and to submit an appropriate claim and proof of claim to the insurance company in the event that any of the Property is lost, damaged, or destroyed as a result of an insured hazard. Mortgagee may submit such a claim and proof of claim to the insurance company on Mortgagor's behalf, should Mortgagor fail to do so promptly for any reason. Mortgagor hereby irrevocably appoints Mortgagee as its agent and attorney-in-fact, such agency being coupled with an interest, to make, settle and adjust claims under such policy or policies of insurance and to endorse the name of Mortgagor on any check or other item of payment for the proceeds thereof; it being understood, however, that unless one or more Events of Default exist under this Mortgage, Mortgagee will not settle or adjust any such claim without the prior approval of Mortgagor (which approval shall not be unreasonably withheld).

Insurance Proceeds. Mortgagee shall have the right to directly receive the proceeds of all insurance protecting the Property. In the event that Mortgagor should receive any such insurance proceeds, Mortgagor agrees to immediately turn over and to pay such proceeds directly to Mortgagee. All insurance proceeds may be applied, at Mortgagee's sole option and discretion, and in such a manner as Mortgagee may determine (after payment of all reasonable costs, expenses and attorney's fees necessarily paid or fees necessarily paid or incurred by Mortgagee in this connection), for the purpose of: (1) repairing or restoring the lost, damaged or destroyed Property; or (2) reducing the then outstanding balance of the indebtedness and any Additional Advances that Mortgagee may have made on Mortgagor's behalf, together with interest thereon. Mortgagee's receipt of such insurance proceeds and

MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)

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the application of such proceeds as provided herein shall not, however, affect the lien of this Mortgage. Nothing under this section shall be deemed to excuse Mortgagor from its obligations to promptly repair, replace or restore any lost or damaged Property, whether or not the same may be covered by insurance, and whether or not such proceeds of insurance are available, and whether such proceeds are sufficient in amount to complete such repair, replacement or restoration to the satisfaction of Mortgagee. Furthermore, unless otherwise confirmed by Mortgagee in writing, the application or release of any insurance proceeds by Mortgagee shall not be deemed to cure or waive any Event of Default under this Mortgage.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Mortgagor shall promptly pay or cause to be paid when due, all taxes, local and special assessments, and governmental and other charges, as well as all public and/or private utility charges, of every type and description, that may from time to time be imposed, assessed and levied against the mortgaged Property or against Mortgagor.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Mortgagor agrees that Mortgagor's possession and use of the Property shall be governed by the following provisions:

Use of Property. Mortgagor shall not use the Property and shall not permit others to use the Property, for any purpose or purposes other than those previously disclosed to Mortgagee in writing, and in no event shall any of the Property be used in any manner that would damage, depreciate, or diminish its value, or that may result in a cancellation or termination of insurance coverage. Mortgagor additionally agrees not to do or to suffer to be done anything which may increase the risk of fire or other hazard to the Property or any part or parts thereof. Mortgagor shall not permit the Property, or any portion thereof, to be used by the public and others as may make possible a claim or claims of adverse usage, easement, servitude, right of way or habitation, or adverse possession by the public and others, or any implied, tacit or other dedication of the Property.

Compliance with Applicable Laws and Regulations. Mortgagor shall observe and abide by, and shall cause others to observe and abide by, all present and future laws, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards, agencies, and officers, affecting the Property and its use.

Mortgagor shall further promptly perform and observe, and shall cause others to promptly perform and observe, all the terms, covenants and conditions of any requirements, instruments and agreements affecting the Property, non-compliance with which may adversely affect the priority of this Mortgage, or which may impose any duty or obligation upon Mortgagor, or upon any lessee or other occupant of the Property. Mortgagor shall further do and cause to be done all things necessary to preserve intact and unimpaired any and all easements, servitudes, appurtenances and other interests and rights in favor of, or constituting any portion of, the Property.

Compliance With Environmental Laws. Mortgagor represents and warrants to Mortgagee that: (1) During the period of Mortgagor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Mortgagee in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Mortgagee in writing, (a) neither Mortgagor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Mortgagor authorizes Mortgagee and its agents to enter upon the Property to make such inspections and tests, at Mortgagor's expense, as Mortgagee may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Mortgagee shall be for Mortgagee's purposes only and shall not be construed to create any responsibility or liability on the part of Mortgagee to Mortgagor or to any other person. The representations and warranties contained herein are based on Mortgagor's due diligence in investigating the Property for

MULTIPLE INDEBTEDNESS MORTGAGE
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Hazardous Substances. Mortgagor hereby (1) releases and waives any future claims against Mortgagee for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Mortgagee against any and all claims, losses, liabilities, damages, penalties, and expenses which Mortgagee may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Mortgagor's ownership or interest in the Property, whether or not the same was or should have been known to Mortgagor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Mortgagee's acquisition of any interest in the Property, whether by foreclosure or otherwise.

ERISA. Mortgagor represents and warrants to Lender that the granting of this Mortgage and the consummation of any loan or loans or other transactions contemplated or secured hereby will not violate the provisions of, and will not constitute a prohibited transaction under the ERISA.

Alterations. Mortgagor shall not, without the prior written consent of Mortgagee, demolish, remove, construct, restore, add to or alter any building(s) or other improvements to or upon the Property, or any part or parts thereof, or consent to, or permit any such demolition, removal, construction, restoration, addition or alteration. Mortgagor shall further not, without the prior written consent of Mortgagee, remove or permit the removal of any present or future fixtures and other property forming part of the Property. Mortgagee may condition its consent to permit Mortgagor to demolish or to remove such improvements, fixtures and/or other property upon Mortgagor's agreement to replace the same with new improvements and/or fixtures of at least equal value then satisfactory to Mortgagee.

Abandonment of Property. Mortgagor shall not, nor shall Mortgagor permit others to abandon, commit waste, or destroy the Property, or any part or parts thereof.

Repairs and Maintenance. Mortgagor shall keep and maintain, and/or cause others to keep and maintain, the Property and the sidewalks and curbs adjoining the Property, in good order, repair and condition. Mortgagor shall further make and/or cause all necessary repairs to be made to the Property (including the repair and restoration of any portion of the Property that may have been damaged, lost or destroyed).

ENCUMBRANCES. The following provisions relating to Encumbrances on the Property are a part of this Mortgage:

Prior Encumbrances. To the extent applicable, Mortgagor shall fully and timely perform any and all of Mortgagor's obligations under any prior Encumbrances affecting the Property. Without limiting the foregoing, Mortgagor shall not commit or permit to exist any breach of or default under any such prior Encumbrances. Mortgagor shall further promptly notify Mortgagee in writing upon the occurrence of any event or circumstances that would, or that might, result in a breach of or default under any such prior Encumbrance. Mortgagor shall further not modify or extend any of the terms of any prior Encumbrance or any indebtedness secured thereby.

Future Encumbrances. Mortgagor shall not, without the prior written consent of Mortgagee, grant any Encumbrance that may affect the mortgaged Property, or any part or parts thereof, nor shall Mortgagor permit or consent to any Encumbrance attaching to or being filed against any of the mortgaged Property in favor of anyone other than Mortgagee. Mortgagor shall further promptly pay when due all statements and charges of mechanics, materialmen, laborers and others incurred in connection with the alteration, improvement, repair and maintenance of the mortgaged Property, or otherwise furnish appropriate security or bond, so that no future Encumbrance may ever attach to or be filed against the Property or any of Mortgagor's Rights.

Notice of Encumbrances. Mortgagor shall immediately notify Mortgagee in writing upon the filing of any attachment, lien, judicial process, claim, or other Encumbrance. Mortgagor additionally agrees to notify Mortgagee immediately in writing upon the occurrence of any default, or event that with the passage of time, failure to cure, or giving of notice, might result in a default under any of Mortgagor's obligations that may be secured by any presently existing or future Encumbrance, or that might result in an Encumbrance affecting the mortgaged Property, or should any of the mortgaged Property be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Mortgagee.

ADDITIONAL ADVANCES FOR SPECIFIC PURPOSES. Mortgagee shall have the right, within

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

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Mortgagee's sole option and discretion, to make Additional Advances on Mortgagor's behalf for the following purposes:

Insurance. If Mortgagor should for any reason fail to maintain Insurance on the Property as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of purchasing and maintaining, and Mortgagee may purchase and maintain such insurance coverage (including insurance protecting only Mortgagee's interests in the Property).

Taxes. If Mortgagor should for any reason fail to promptly pay when due taxes, assessments and governmental and other charges as required under this Mortgage, Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of paying, and Mortgagee may pay, such taxes, assessments and governmental and other charges.

Repairs. If Mortgagor should for any reason fail to make all necessary repairs to the Property and to keep the Property in good working order and condition as required under this Mortgage, Mortgagor agrees that Mortgagee may make Additional Advances on Mortgagor's behalf for the purpose of making, and Mortgagee may make, such repairs and maintenance to the Property as Mortgagee may deem to be necessary and proper within its sole discretion.

Encumbrances. If Mortgagor should permit or allow any Encumbrance to attach to or be recorded or filed against the Property, without having first obtained Mortgagee's prior written consent, or if Mortgagor should for any reason default under any obligation secured by any presently existing or future Encumbrance, Mortgagee may make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to pay and fully satisfy such obligation and/or Encumbrance, to cure or rectify any such default or defaults, and to prevent the occurrence of any future defaults.

Other. Mortgagee may further make Additional Advances on Mortgagor's behalf and take such other action or actions as Mortgagee may deem to be necessary and proper, within Mortgagee's sole discretion, to cure and rectify any actions or inactions on Mortgagor's part, as are required under this Mortgage, that are not listed immediately above.

No Obligations. Nothing under this Mortgage shall obligate Lender to make any such Additional Advances or to take any of the above actions on Grantor's behalf, or as making Lender in any way responsible or liable for any loss, damage or injury to Grantor, or to any other person or persons, resulting from Lender's election not to advance such additional sums or to take such action or actions. In addition, Lender's election to make Additional Advances and/or to take the above actions on Grantor's behalf shall not constitute a waiver or forbearance by Lender of any Event of Default under this Mortgage.

OBLIGATION TO REPAY ADDITIONAL ADVANCES; INTEREST. Mortgagor unconditionally agrees to repay any and all Additional Advances that Mortgagee may elect to make on Mortgagor's behalf, together with interest as provided herein, immediately upon demand by Mortgagee. Mortgagor further agrees to pay Mortgagee interest on the amount of such Additional Advances at the rate of interest provided under the above referenced promissory note or at the legal rate of interest provided under applicable law, whichever is greater from the date of each such Advance until all such Advances are repaid in full. Mortgagor's obligations to repay Additional Advances to Mortgagee, together with interest thereon, shall be secured by this Mortgage.

COLLATERAL ASSIGNMENT AND PLEDGE OF RIGHTS AS ADDITIONAL SECURITY. As additional collateral security for the prompt and punctual payment and satisfaction of, and all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon as provided herein, Mortgagor hereby assigns, pledges and grants Mortgagee a continuing security interest in and to:

Proceeds. Any and all proceeds derived or to be derived from the sale, transfer, conveyance, insurance loss, damage, destruction, condemnation, expropriation, or other taking of the Property, or other proceeds and proceeds of proceeds, and any unearned Insurance premiums relating thereto, including the rights of Mortgagor to receive such proceeds directly from the obligor or obligors therefor, and to further enforce any rights that Mortgagor may have to collect such proceeds, including without limitation, Mortgagor's rights to commence an appropriate collection or enforcement action or actions incident thereto.

Leases, Rents and Profits. Any and all present and future leases or subleases affecting the mortgaged Property, and all rents, income, and profits therefrom, including without limitation, any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all

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present and future leases or subleases and to receive and enforce any rights that Mortgagor might have to collect rental and all other payments.

Deposits. Any and all present and future deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others, with respect to (1) utility service regarding the Property, (2) cleaning, maintenance, repair, or similar services regarding the Property, (3) refuse removal or sewer service regarding the Property, (4) rentals of equipment, if any, used in the operation by or on behalf of Mortgagor regarding the Property, and/or (5) parking or similar services or rights regarding the Property.

Options. Any and all present and future options to sell or lease the mortgaged Property or any interest therein.

Contract Rights. To the extent assignable and/or transferrable, any and all of Mortgagor's present and future contract rights, instruments, documents, and general intangibles necessary for use or useful in connection with the ownership and operation of all or any part of the Property, whether now existing or hereafter created, or otherwise acquired by Mortgagor, and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter thereof.

REPRESENTATIONS AND WARRANTIES CONCERNING RIGHTS. Mortgagor represents and warrants that: (A) Mortgagor is and/or will be the lawful owner of all of the Rights; (B) Mortgagor has the right to collaterally assign and pledge all such Rights to Mortgagee; (C) Mortgagor has not granted any previous security interests and has not otherwise encumbered any of Mortgagor's Rights; (D) to the extent applicable, all of Mortgagor's Rights that consist of or give rise to obligations of third parties, represent and/or will at all times continue to represent bona fide obligations of the obligors thereunder, free of any offset, compensation, deduction or counterclaim. The collateral assignment and pledge of Mortgagor's Rights are further binding upon Mortgagor, as well as Mortgagor's heirs, successors, representatives and assigns, and are legally enforceable in accordance with the foregoing terms and conditions.

ADDITIONAL OBLIGATIONS OF MORTGAGOR WITH REGARD TO COLLATERALLY ASSIGNED AND PLEDGED RIGHTS. Mortgagor additionally agrees:

Prohibitions Regarding Property. So long as this Mortgage remains in effect, Mortgagor shall not, without the prior written consent of Mortgagee, sell, transfer, forego, assign, pledge, do anything or permit anything to be done that may in any way affect Mortgagee's security interests and rights in and to the mortgaged Property, or create or permit to exist any Encumbrance in or against any of the Property, in favor of any person other than Mortgagee.

No Settlement or Compromise. Mortgagor shall not, without the prior written consent of Mortgagee, compromise, settle, adjust or extend payment under or with regard to any of Mortgagor's Rights subject hereto.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Mortgagee to examine and audit Mortgagor's books and records at all reasonable times.

Notice to Obligor. Upon request by Mortgagee, Mortgagor immediately will notify individual obligors and debtors under Mortgagor's Rights, advising such obligors and debtors of the fact that their respective agreements or obligations have been collaterally assigned and pledged to Mortgagee. In the event that Mortgagor should fail to provide such notices for any reason upon Mortgagee's request, Mortgagor agrees that Mortgagee may forward appropriate notices to such obligors and debtors either in Mortgagee's name or in Mortgagor's name.

Protection of Rights. Mortgagor will at all times protect and preserve all of Mortgagor's Rights.

Notice of Change of Names. Mortgagor will promptly notify Mortgagee of any change in Mortgagor's name, including any change to the assumed business names of Mortgagor. Mortgagor will also promptly notify Mortgagee of any change in Mortgagor's social security number or employer identification number. Mortgagor further agrees to notify Mortgagee in writing prior to any change in address or location of Mortgagor's principal office.

EVENTS OF DEFAULT. The following actions or inactions or both shall constitute Events of Default under this Mortgage:

Default Under the Note. Should Mortgagor default in the payment of principal or interest under the Note or any of the indebtedness.

Default Under this Mortgage. Should Mortgagor violate, or fail to comply fully with any of the terms and conditions of, or default under this Mortgage.

MULTIPLE INDEBTEDNESS MORTGAGE
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Default Under other Agreements. Should any default occur or exist under any Related Document which directly or indirectly secures repayment of any of the Indebtedness.

Other Defaults in Favor of Mortgagee. Mortgagor or any guarantor defaults under any other loan, extension of credit, security right, instrument, document, or agreement, or obligation in favor of Mortgagee.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Mortgagor or any Guarantor occur or exist.

Readjustment of Indebtedness. Should proceedings for readjustment of Indebtedness, reorganization, composition or extension under any insolvency law be brought by or against Mortgagor or any Guarantor.

Assignment for Benefit of Creditors. Should Mortgagor or any Guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Mortgagor's property, or the property of any Guarantor, be applied for or appointed.

Dissolution Proceedings. Proceedings for the dissolution or appointment of a liquidator of Mortgagor or any guarantor are commenced.

Failure to Pay Additional Advances. Mortgagor fails to pay any Additional Advance, together with interest thereon, as provided in this Mortgage, upon Mortgagee's demand.

False Statements. Any warranty, representation or statement made or furnished to Mortgagee by Mortgagor or on Mortgagor's behalf, the Note, is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insecurity. Mortgagee in good faith believes itself insecure with regard to repayment of the Indebtedness.

OTHER DEFAULTS. Mortgagor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Mortgagee and Mortgagor.

MORTGAGEE'S RIGHTS UPON DEFAULT. Should one or more Event of Default occur or exist under this Mortgage, as provided above, Mortgagee, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights and remedies provided by law:

Acceleration; Foreclosure. Mortgagee shall have the right, at its sole option, to accelerate the maturity and demand immediate payment in full of any and all of the Indebtedness. Mortgagee shall then have the right to commence appropriate foreclosure proceedings against the Property and against Mortgagor's Rights as provided in this Mortgage.

Seizure and Sale of Property. In the event that Mortgagee elects to commence appropriate Louisiana foreclosure proceedings under this Mortgage, Mortgagee may cause the Property, or any part or parts thereof, to be immediately seized and sold, whether in term of court or in vacation, under ordinary or executory process, in accordance with applicable Louisiana law, to the highest bidder for cash, with or without appraisal, and without the necessity of making additional demand upon or notifying Mortgagor or placing Mortgagor in default, all of which are expressly waived.

Confession of Judgment. For purposes of foreclosure under Louisiana executory process procedures, Mortgagor confesses judgment and acknowledges to be indebted to Mortgagee, up to the full amount of the Indebtedness in principal, interest, costs, expenses, reasonable attorneys' fees and other fees and charges. Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of Mortgagee in the amount of all Additional Advances that Mortgagee may make on Mortgagor's behalf pursuant to this Mortgage, together with interest thereon. To the extent permitted under applicable Louisiana law, Mortgagor additionally waives: (1) the benefit of appraisal as provided in Articles 2332, 2336, 2723, and 2724 of the Louisiana Code of Civil Procedure, and all other laws with regard to appraisal upon judicial sale; (2) the demand and three (3) days' delay as provided under Articles 2639 and 2721 of the Louisiana Code of Civil Procedure; (3) the notice of seizure as provided under Articles 2293 and 2721 of the Louisiana Code of Civil Procedure; (4) the three (3) days' delay provided under Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (5) all other benefits provided under Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure and all other Articles not specifically mentioned above. Mortgagor further agrees that any declaration of fact made by authentic act before a Notary

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Public and two witnesses, by a person declaring that such facts are within his or her knowledge, shall constitute authentic evidence of such facts for purposes of foreclosure under applicable Louisiana law and for purposes of La. R.S. 9:3504(D)(6) and La. R.S. 10:9-508, to the extent applicable.

Keeper. Should any or all of the Property be seized as an incident to an action for the recognition or enforcement of this Mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, Mortgagor hereby agrees that the court issuing any such order shall, if requested by Mortgagee, appoint Mortgagee, or any agent designated by Mortgagee or any person or entity named by Mortgagee at the time such seizure is requested, or any time thereafter, as Keeper of the Property as provided under La. R.S. 9:5136, et seq. Such a Keeper shall be entitled to reasonable compensation. Mortgagor agrees to pay the reasonable fees of such Keeper, which compensation to the Keeper shall also be secured by this Mortgage in the form of an Additional Advance as provided in this Mortgage.

Declaration of Fact. Should it become necessary for Mortgagee to foreclose under this Mortgage, all declarations of fact, which are made under an authentic act before a Notary Public in the presence of two witnesses, by a person declaring such facts to lie within his or her knowledge, shall constitute authentic evidence for purposes of executory process and also for purposes of La. R.S. 9:3509.1, La. R.S. 9:3504(D)(6) and La. R.S. 10:9-508, where applicable.

Separate Sale of Mortgagor's Rights Following Default. Should one or more Event of Default occur or exist under this Mortgage, Mortgagee shall have the additional right, at its sole option, to separately sell the aforesaid Rights, or any part or parts thereof, at private or public sale, at such price or prices as Mortgagee may deem best, either for cash or for any other compensation, or on credit, or for future delivery, without the assumption of any credit risk. The sale of the aforesaid Rights may be without appraisalment, the benefit of which is also expressly waived by Mortgagor. Mortgagee may exercise any other remedies with regard to Mortgagor's Rights as may be authorized under the Louisiana Commercial Laws (La. R.S. 10:9-101, et seq.).

Automatic Transfer of Rights. In the event of foreclosure under this Mortgage, or other transfer of title or assignment of the Property, or any part or parts thereof, in lieu of payment of the Indebtedness, whether in whole or in part, all policies of insurance and other Rights applicable to the foreclosed upon or transferred Property shall automatically inure to the benefit of and shall pass to the purchaser(s) or transferee(s) thereof, subject to the rights of the purchaser(s) or transferee(s) to reject such insurance coverage and/or Rights at its or their sole option and election.

Specific Performance. Mortgagee may, in addition to or in lieu of the foregoing remedies, in Mortgagee's sole discretion, commence an appropriate action against Mortgagor seeking specific performance of any covenant contained in this Mortgage or in aid of the execution or enforcement of any power in this Mortgage granted.

Election of Remedies. Except as may be prohibited by applicable law, all of Mortgagee's rights and remedies, whether evidenced by this Mortgage or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Mortgagee to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Mortgagor under this Mortgage, after Mortgagor's failure to perform, shall not affect Mortgagee's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Mortgagee following an Event of Default, or in any way to limit or restrict the rights and ability of Mortgagee to proceed directly against Mortgagor and/or against any other co-maker, guarantor, surety or endorser of the Indebtedness, and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

MORTGAGEE'S RIGHT TO DIRECTLY COLLECT AND RECEIVE PROCEEDS AND PAYMENTS BEFORE OR AFTER DEFAULT. Mortgagee shall have the right, at its sole option and election, at any time, whether or not one or more Event of Default then exist under this Mortgage, to directly collect and receive all proceeds and/or payments arising under or in any way accruing from Mortgagor's Rights, as such amounts become due and payable. In order to permit the foregoing, Mortgagor unconditionally agrees to deliver to Mortgagee, immediately following demand, any and all of Mortgagor's records, ledger sheets, and other documentation, in the form requested by Mortgagee, with regard to Mortgagor's Rights and any and all proceeds and/or payments applicable thereto.

MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)

Page 10

Mortgagee shall have the further right, whether or not an Event of Default then exists under this Mortgage, where appropriate and within Mortgagee's sole discretion, to file suit, either in Mortgagee's own name or in the name of Mortgagor, to collect any and all proceeds and payments that may then and/or in the future be due and owing under and/or as a result of such rights. Where it is necessary for Mortgagee to attempt to collect any such proceeds and/or payments from the obligors therefor, Mortgagee may compromise, settle, extend, or renew for any period (whether or not longer than the original period) any obligation or indebtedness thereunder or evidenced thereby, or surrender, release, or exchange all or any part of said obligation or indebtedness, without affecting the liability of Mortgagor under this Mortgage or under the indebtedness. To that end, Mortgagor hereby irrevocably constitutes and appoints Mortgagee as its attorney-in-fact, coupled with an interest and with full power of substitution, to take any and all such actions and any and all other actions permitted hereby, either in the name of Mortgagor or Mortgagee.

PROTECTION OF MORTGAGEE'S SECURITY RIGHTS. Mortgagor will be fully responsible for any losses that Mortgagee may suffer as a result of anyone other than Mortgagee asserting any rights or interest in or to the Property and/or Mortgagor's Rights collaterally assigned and pledged hereunder. Mortgagor agrees to appear in and to defend all actions or proceedings purporting to affect Mortgagee's security interests in any of the Property and/or Rights subject to this Mortgage and any of the rights and powers granted Mortgagee hereunder. In the event that Mortgagor fails to do what is required of it under this Mortgage, or if any action or proceeding is commenced naming Mortgagee as a party or affecting Mortgagee's security interests or the rights and powers granted under this Mortgage, then Mortgagee may, without releasing Mortgagor from any of its obligations under this Mortgage, do whatever Mortgagee believes to be necessary and proper within its sole discretion to protect the security of this Mortgage, including without limitation making Additional Advances on Mortgagor's behalf as provided herein. Should the reappraisal of the Property occur, whether to comply with appropriate regulatory requirements or otherwise, Mortgagor agrees to pay the costs of such appraisal or reappraisals or to reimburse Mortgagee for the costs thereof.

INDEMNIFICATION OF MORTGAGEE. Mortgagor agrees to indemnify, to defend and to save and hold Mortgagee harmless from any and all claims, suits, obligations, damages, losses, costs, expenses (including, without limitation, Mortgagee's attorney's fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Mortgagee, its officers, directors, employees, and agents arising out of or in any manner occasioned by this Mortgage and the exercise of the rights and remedies granted Mortgagee hereunder. The foregoing indemnity provisions shall survive the cancellation of this Mortgage as to all matters arising or accruing prior to such cancellation and the foregoing Indemnity shall survive in the event that Mortgagee elects to exercise any of the remedies as provided under this Mortgage following default hereunder.

EXECUTION OF ADDITIONAL DOCUMENT. Mortgagor agrees to execute all additional documents, instruments and agreements that Mortgagee may deem to be necessary and proper, within its sole discretion, in form and substance satisfactory to Mortgagee, to keep this Mortgage in effect, to better reflect the true Intent of this Mortgage, and to consummate fully all of the transactions contemplated hereby and by any other agreement, instrument or document heretofore, now or at any time or times hereafter executed by Mortgagor and delivered to Mortgagee.

INSPECTION OF PROPERTY. Mortgagee and Mortgagee's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Property wherever located.

AUDITS. Mortgagee and its agents may also periodically conduct audits of Mortgagor's books and records that in any way pertain to the Property, the foregoing Rights and any part or parts thereof.

APPLICATION OF PAYMENTS. Mortgagor agrees that all payments and other sums and amounts received by Mortgagee under the indebtedness or under this Mortgage, shall be applied: first, to reimburse Mortgagee for its costs of collecting the same (including but not limited to, reimbursement of Mortgagee's reasonable attorney's fees); second, to the repayment of interest on all Additional Advances that Mortgagee may have made on Mortgagor's behalf pursuant to this Mortgage; third, to the payment of principal of all such Additional Advances; and finally, to the payment of principal and interest on the indebtedness then outstanding, which may be applied in such order and priority as Mortgagee may determine within its sole discretion.

TAXATION. In the event that there should be any change in law with regard to taxation of mortgages or the debts they secure, Mortgagor agrees to pay any taxes, assessments or charges

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

Page 11

that may be imposed upon Mortgagee as a result of this Mortgage.

ADDITIONAL REPRESENTATIONS AND WARRANTIES. Mortgagor further represents, warrants and covenants that:

Authorization. Mortgagor's execution, delivery, and performance of this Mortgage and all the Related Documents have been duly authorized by all necessary action by Mortgagor and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Mortgagor or (2) any law, governmental regulation, court decree, or order applicable to Mortgagor or to Mortgagor's properties.

Consents and Approvals. If notice to or the consent or approval of any governmental body or authority, or any third party (including without limitation, any other creditor of Mortgagor) is now or any time hereafter required in connection with the execution, delivery and performance by Mortgagor of this Mortgage, then (1) with respect to all currently applicable requirements, such notice has been given and consent or approval obtained by Mortgagor prior to the execution hereof and written evidence thereof has been concurrently herewith delivered to Mortgagee, and (2) with respect to such requirements that shall at any time hereafter be imposed or become applicable, such notice will be given and such consent or approval will be obtained by Mortgagor prior to the time such failure to do so will constitute a violation of law or result in any breach, default or failure by Mortgagor under any contract or instrument, and written evidence thereof will at such time be delivered to Mortgagee.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. No amendment, modification, consent or waiver of any provision of this Mortgage, and no consent to any departure by Mortgagor therefrom, shall be effective unless the same shall be in writing signed by a duly authorized officer of Mortgagee, and then shall be effective only as to the specific instance and for the specific purpose for which given.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Additional Waivers. In granting this Mortgage, Mortgagor waives any and all homestead exemptions and other rights and all other exemptions from seizure or sale with regard to the Property to which Mortgagor may be entitled under the laws of the State of Louisiana.

Effect of Waivers. Any failure or delay on the part of the Mortgagee to exercise any of the rights and remedies granted under this Mortgage or under any other agreement or agreements by and between Mortgagor and Mortgagee, shall not have the effect of waiving any of Mortgagee's rights and remedies. Any partial exercise of any rights and remedies granted to Mortgagee shall furthermore not constitute a waiver of any of Mortgagee's other rights and remedies; it being Mortgagor's intent and agreement that all of Mortgagee's rights and remedies shall be cumulative in nature. Furthermore, any failure on the part of Mortgagee at any time or times hereafter to require strict performance by Mortgagor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee, shall not waive, affect, or diminish the rights of Mortgagee to thereafter demand strict compliance and performance therewith and with respect to all other provisions, warranties, terms and conditions contained herein or therein. None of the warranties, conditions, provisions and terms contained in this Mortgage or any other agreement, document, or instrument now or hereafter executed by Mortgagor and delivered to Mortgagee, shall be deemed to have been waived by any act or knowledge of Mortgagee, its agents, directors, officers or employees; but only by an instrument in writing specifying such waiver, signed by a duly authorized officer of Mortgagee and delivered to Mortgagor. A waiver or forbearance on the part of Mortgagee as to one Event of Default shall not constitute a waiver or forbearance as to any other or subsequent default.

Successors and Assigns Bound; Solidary Liability. Subject to the limitations set forth herein on transfer of the Property, this Mortgage shall be binding upon and inure to the benefit of the parties, and their successors and assigns.

Governing Law. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Louisiana. This Mortgage has been accepted by Mortgagee in the State of Louisiana.

Severability. If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Mortgage shall be construed and enforceable as if the illegal, invalid or

**MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)**

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unenforceable provision had never comprised a part of it, and the remaining provisions of this Mortgage shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Mortgage, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and legal, valid and enforceable.

WAIVER OF CERTIFICATES. The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, chattel mortgage, assignment of accounts, and all other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

WAIVE JURY. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Louisiana Commercial Laws (La. R.S. 10: 9-101, et seq.):

Additional Advance. The words "Additional Advance" mean any and all additional sums that Mortgagee may advance on Mortgagor's behalf as provided under this Mortgage.

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Mortgagor or on Mortgagor's behalf on a line of credit or multiple advance basis under the terms and conditions of this Mortgage.

Borrower. The word "Borrower" means MARY ANN SCHEXNAYDER GOODYEAR, and all other persons and entities signing the Note in whatever capacity.

Encumbrance. The word "Encumbrance" means individually, collectively and interchangeably any and all presently existing and/or future mortgages, liens, privileges and other contractual and/or statutory security interests and rights, of every nature and kind, whether in admiralty, at law, or in equity, that now and/or in the future may affect the Property or any part or parts thereof.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

ERISA. The word "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and including all regulations and published interpretations of the act.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the default section of this Mortgage.

GAAP. The word "GAAP" means generally accepted accounting principles.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means and includes all amounts identified in the Indebtedness section of this Mortgage.

Mortgage. The word "Mortgage" means this Multiple Indebtedness Mortgage as this Multiple Indebtedness Mortgage may be amended, supplemented, restated or otherwise modified from

MULTIPLE INDEBTEDNESS MORTGAGE
(Continued)

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time to time.

Mortgagee. The word "Mortgagee" means GUARANTY BANK AND TRUST COMPANY, Mortgagee's successors and assigns, and any future holder or holders of the Indebtedness or any interest therein.

Mortgagor. The word "Mortgagor" means individually, collectively and interchangeably MARY ANN SCHEXNAYDER GOODYEAR, as well as any and all persons and entities subsequently purchasing the mortgaged Property, with or without assumption of this Mortgage.

Note. The word "Note" means the note or credit agreement dated August 3, 2001, in the principal amount of \$ 282,030.00 from MARY ANN SCHEXNAYDER GOODYEAR to Lender, together with all substitute or replacement notes therefor, as well as all renewals, extensions, modifications, refinancings, consolidations and substitutions of and for the note or credit agreement.

Property. The word "Property" means all of Mortgagor's right, title and interest in and to all the Property as described in the "Property Description" section of this Mortgage.

Real Property. The words "Real Property" mean the real immovable property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rights. The word "Rights" means any and all of Mortgagor's additional rights collaterally assigned and pledged to Mortgagee as provided under this Mortgage.

THUS DONE AND PASSED, on the day, month and year first written above, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with Mortgagor after reading of the whole.

WITNESSES:

X 
Witness

X 
Witness

MORTGAGOR:

X 
MARY ANN SCHEXNAYDER GOODYEAR, Individually


NOTARY PUBLIC

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EXHIBIT "A"

A certain tract of land, together with all buildings and improvements thereon, situated in the Parish of Pointe Coupee, State of Louisiana, fronting on the Mississippi River and being located in Sections 23, 24, 82, 83, 84 and portions of Sections 25 and 85, Township Four (4) South, Range Ten (10) East, which said tract of land contains 378.54 acres, exclusive of the batture in front thereof, and exclusive of the lot hereinafter excepted from said tract, and said tract being designated as TRACT A on a plat of survey and division of the Antoine Langlois property made by Toxie Craft, Civil Engineer, dated October 23, 1973, an official copy of which plat is annexed to and made a part of an act of partition dated October 5, 1976, filed and recorded under Entry No. 220 of Conveyance Book 135 and Map No. 56 of Map Book 3, records of Pointe Coupee Parish, Louisiana, reference being herewith made to said plat for greater certainty of description. Said Tract A being more fully described according to said plat of survey as follows: Beginning at the intersection of the property line between property of Lynn Schexnayder, or assigns, and property formerly of Antoine R. Langlois with the south right-of-way limits of Louisiana Highway No. 10 (being the northwest corner of Tract A); thence traverse along the south right-of-way limits of Louisiana Highway No. 10 in a general northeasterly direction, the distance and bearings shown on said plat, being a total distance of 3,875.30 feet to the northeast corner of said Tract A; thence proceed South 5° 58' 37" West a distance of 8,416.49 feet to the southeast corner of said Tract A; thence proceed South 88° 45' West a distance of 2,175.89 feet to a point; being the southwest corner of said Tract A and also the southwest corner of Section 82, Township 4 South, Range 10 East; thence proceed North 3° 48' 21" East a distance of 5,836.78 feet to the northwest corner of said Tract A and at the point of beginning; together with all of the batture, alluvion and accretion in front of said property and as fully shown on the aforementioned plat of survey for greater certainty of description, said batture, alluvion and accretion being the area situated north of said Tract A and defined by projections of the side lines of said tract to the bank of the Mississippi River, all of which is shown on said plat. Said Tract A is bounded as follows: North by the Mississippi River; on the East by Tract B of said plat of survey, being the property formerly of Hazel Langlois Powers, now of Lynelle Schexnayder Gay; on the South by properties of Hamilton E. Gray, Gaston Langlois, Auguste A. Bondy, Sr., et al., or assigns, and by Richard S. Patin, and on the West by property of Lynn J. Schexnayder, or assigns.

LESS AND EXCEPT from said above described Tract A that certain irregularly shaped lot situated along the westernmost boundary of said tract, shown on said plat to be 9.7 acres, more or less, which said lot was previously sold.

LESS AND EXCEPT FURTHER an undivided one-half (½) interest in and to that certain portion thereof lying within the confines of the catch lot and catch pen situated on the said land, which undivided one-half interest therein belongs to Lynelle Schexnayder Gay.

Being the same property acquired by Mary Ann Schexnayder Goodyear by inheritance from her mother, Gertrude Langlois Schexnayder, as will appear by reference to the judgment of possession rendered in the matter of her succession proceedings, bearing Number 25,737 on the probate docket of the 18th Judicial District Court in and for the Parish of Pointe Coupee, State of Louisiana; said judgment of possession being rendered and signed on July 16, 1991, and filed and recorded under Entry No. 150 of Conveyance Book 358, records of said parish.

SUBJECT TO: All valid and unprescribed easements, rights-of-way, servitudes, restrictions, mineral leases and reservations of record and affecting the above-described property.

THE FOREGOING IS ATTACHED TO AND MADE
A PART OF THAT CERTAIN MULTIPLE
INDEBTEDNESS MORTGAGE EXECUTED BY THE
UNDERSIGNED, DATED OCTOBER 10TH, 2001,
AS SECURITY FOR AN INDEBTEDNESS TO
GUARANTY BANK AND TRUST COMPANY.

895

Mary Ann Schexnayder Goodyear
Mary Ann Schexnayder Goodyear

REQUEST FOR CANCELLATION BY LICENSED FINANCIAL INSTITUTION
(Pursuant to R.S. 44:109B)

STATE OF LOUISIANA
PARISH OF POINTE COUPEE

BE IT KNOWN that on this 19th day of October, 2006, before me the undersigned Notary, duly commissioned and qualified in and for the above named Parish and State,
PERSONALLY CAME AND APPEARED:

GUARANTY BANK & TRUST COMPANY

Represented herein by: J. Wade O'Neal III

Title: CEO/President, its duly authorized representative, who after being duly sworn declared:

The above named Financial Institution is: (Please initial the appropriate box)

(X) Bank () Credit Union () Lending Agency () Other Person Conducting Such Business

Whose licensing or regulatory authority is FDIC.

() The above named financial institution was the obligee or authorized agent of the obligee of the secured obligation described below when the obligation was extinguished;

(X) The above named financial institution is the obligee or authorized agent of the obligee of the secured obligation described below;

The said secured obligation has been paid or otherwise satisfied or extinguished and further the said mortgage or privilege is hereby released.

The Recorder of Mortgages in and for the Parish of POINTE COUPEE is hereby requested, authorized and directed to cancel the recordation of the mortgage or privilege described as follows:

Mortgage or Privilege granted by Mary Ann Schenck-Goodyear

In favor of: GUARANTY BANK & TRUST COMPANY

In the sum of \$50,000.00 Dated October 10, 2001

Registry Number MOB #300 ENTRY #126

of the official records of POINTE COUPEE Parish, Louisiana, which affects the following described property:

SEE ATTACHED EXHIBIT

The undersigned acknowledges that he is liable to and shall indemnify the Recorder of Mortgages of POINTE COUPEE Parish and any of its employees or agents relying on this Request for Cancellation for any damages they may suffer as a consequence of such reliance in accordance with provisions of R.S. 44:110.

WITNESSES:

Michael David
PRINTED NAME: Michael David

SIGNATURE: J. Wade O'Neal III

PRINTED NAME: J. Wade O'Neal III

COMPANY NAME: GUARANTY BANK & TRUST CO.

TITLE: CEO/President

ADDRESS: 175 New Roads St. P.O. Box 10

New Roads, LA 70760-0010

TELEPHONE NO: (225) 638-8621

Sworn to and subscribed before me this 19th day of October, 2006.

Mark A. Majer
Notary Public

Printed Name: Mark A. Majer

ID or Bar Roll Number: 17417

Commission Expires: at death

RECEIVED & FILED
2006 OCT 20 AM 9:52
CLERK OF EIGHTH JUDICIAL DISTRICT
PARISH OF POINTE COUPEE
J. Wade O'Neal III

Informational Purposes

STATE OF LOUISIANA

PARISH OF POINTE COUPEE

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2011 AUG 19 PM 2:41

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

LAVELL SWIDLER LYCRY
CLERK OF COURT & RECORDER
PARISH OF POINTE COUPEE

Notice is hereby given that:

MARY ANN SCHEXNAYDER GOODYEAR, wife of Bob A. Goodyear and LYNELLE SCHEXNAYDER GAY, husband of Andrew Price Gay, Jr., as Lessor (whether one or more), whose address is 10534 Pointe Coupee Road, New Roads, LA 70760, and BASIN PROPERTIES, INC., as Lessee, whose address is Post Office Box 51582, Lafayette, LA 70505 (hereinafter referred to as "Lessee") dated effective June 3, 2011, relating to and affecting the following described properties situated in Pointe Coupee Parish, Louisiana, to wit:

POINTE COUPEE PARISH, LOUISIANA

See attached Exhibit "A" for description of the property being leased herein.

And containing 852.27 acres, more or less, with the sole and exclusive right to explore for, drill for, produce, extract and take oil, gas and minerals from the leased land during the term hereinafter provided and for the purposes incident to the exploration for and production, ownership, possession and transportation of such minerals (either from said land or acreage pooled therewith), subject to each and all of the provisions thereof.

TO HAVE AND TO HOLD the leased land for a primary term of three (3) years from and after the date hereof or any extension of the primary term as provided in said Oil, Gas and Mineral Lease and then so long thereafter, subject to certain restrictions, as oil or gas or minerals are produced in paying quantities from the leased land or acreage pooled therewith in accordance with the terms and provisions of Said Lease or Said Lease is maintained in force in any other manner therein provided.

The purpose of this Memorandum is to apprise and give notice to all parties of the existence of said Lease. Both Lessor and Lessee have possession of a fully executed original of the Lease, which is open for examination and investigation by any party of interest during reasonable business hours in the offices of Lessee.

This MEMORANDUM OF OIL, GAS AND MINERAL LEASE and all of its terms, conditions, covenants and provisions as well as those of Said Lease shall extend to and be binding upon all the heirs, successors and assigns of said Lessor and Lessee.

This instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this agreement and the failure of any party named herein as Lessor to sign this agreement shall not affect its validity as to those whose signatures appear hereon or on a counterpart hereof. For convenience in recording, the Lessor hereby authorizes the Lessee to detach the signature pages and the acknowledgment pages from any counterpart of this Memorandum of Oil, Gas and Mineral Lease, attach them to a single counterpart and record them together as a single instrument.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses this 3rd day of June, 2011.

WITNESSES:

LESSOR:

Erika Rogers
Printed Name: ERIKA ROGERS
Vicki Schexnayder
Printed Name: VICKY SCHEXNAYDER
Erika Rogers
Printed Name: ERIKA ROGERS
Vicki Schexnayder
Printed Name: VICKY SCHEXNAYDER

Mary Ann Schexnayder Goodyear
MARY ANN SCHEXNAYDER GOODYEAR
Lynelle Schexnayder Gay
LYNELLE SCHEXNAYDER GAY

Ashley Prater
Printed Name: Ashley Prater
Barret Bertrac
Printed Name: Barret Bertrac

LESSEE:
BASIN PROPERTIES, INC.

By: C. Ann Feltier, Agent

STATE OF Louisiana

12983/260

PARISH OF Pointe Coupee

On this 22nd day of June, 2011, before me personally appeared Mary Ann Schexnayder Goodyear, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she (or they) executed it as his/her (or their) free act and deed. In witness whereof I have hereunto affixed my hand and seal on the day and date first above written.

SEAL

[Signature]
Notary Public
Printed Name: JOHN WAYNE JEWELL
License No.: LA BAR ROLL NO. 7265

STATE OF Louisiana
COUNTY / PARISH OF Pointe Coupee

On this 22nd day of June, 2011, before me personally appeared Lynelle Schexnayder Gay, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he/she (or they) executed it as his/her (or their) free act and deed. In witness whereof I have hereunto affixed my hand and seal on the day and date first above written.

SEAL

[Signature]
Notary Public
Printed Name: JOHN WAYNE JEWELL
License No.: LA BAR ROLL NO. 7265

STATE OF LOUISIANA
PARISH OF LAFAYETTE

On this 22nd day of July, 2011, before me personally appeared C. Ann Peltier to me personally known, who, being by me duly sworn, did say that she is the duly authorized agent of Basin Properties, Inc. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said C. Ann Peltier acknowledged said instrument to be the free act and deed of said corporation.

SEAL



[Signature]
Notary Public
Printed Name: _____
License No.: _____

EXHIBIT "A"

**ATTACHED TO THE CERTAIN MEMORANDUM OF OIL, GAS AND MINERAL LEASE BY
AND BETWEEN MARY ANN SCHEXNAYDER GOODYEAR, ET AL, AS LESSOR AND BASIN
PROPERTIES, INC., AS LESSEE, DATED EFFECTIVE JUNE 3, 2011**

TRACT 1: That certain tract or parcel of land containing 511.40 acres, more or less, situated in Irregular Sections 23, 24, 25, 82, 83, 84 and 85, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, being designated as Tract A on that certain plat of survey dated October 23, 1973 and recorded in Map Book 3 under Entry Number 135 of the records of Pointe Coupee Parish, Louisiana, together with all of the bature, alluvion and accretion in front said tract.

TRACT 2: That certain tract or parcel of land containing 340.87 acres, more or less, situated in Irregular Sections 21, 22 and 81, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, being bounded now or formerly as follows: North by the Mississippi River; East by Tract 1 described herein; South by Marilyn Gray Robinson, Grezaffi Properties, LLC and Emily Merrick King; and West by Emily Merrick King and Herman Butler, together with all of the bature, alluvion and accretion in front said tract.

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CLERK OF COURT & RECORDS
PARISH OF POINTE COUPEE

CERTIFIED SITE MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into between the BATON ROUGE AREA CHAMBER ("BRAC"), POINTE COUPEE PARISH ECONOMIC DEVELOPMENT ORGANIZATION ("EDO"), and the PROPERTY OWNER of Eda Gooden & Family ("PROPERTY OWNER") in reference to a joint project to pursue the Certification by Louisiana Economic Development ("LED") of the SUBJECT PROPERTY. SUBJECT PROPERTY consists of 700 acres in Pointe Coupee Parish in the State of Louisiana, and is generally identified as parcel number(s) 277335, 277440, 309900 ("SUBJECT PROPERTY"). Aerial map attached hereto as exhibit A.

BRAC and LED have identified that a strong portfolio of development-ready sites is a critical component of the Region's and State's overall economic development resource inventory. BRAC has created a partnership program with Property Owners and Local EDO's to pursue and secure certification of development-ready sites through the LED Certified Site Program, in order to identify, secure and market development ready sites.

Participation in this program is voluntary, and PROPERTY OWNER acknowledges that BRAC, LED and the EDO intend to pursue Certification of the SUBJECT PROPERTY through LED, with a goal of marketing SUBJECT PROPERTY to potential companies who may be interested in purchasing and developing the site, thus resulting in economic development activity (jobs, capital investments, creation of tax revenues, etc.) that will benefit the region. PROPERTY OWNER retains the right to market SUBJECT PROPERTY, at the price per acre specified by PROPERTY OWNER in this document, to potential buyers not represented by BRAC, LED and EDO.

PROPERTY OWNER represents that it is interested in selling the SUBJECT PROPERTY to prospective buyers represented by BRAC, LED and EDO who may be interested in purchasing and developing the site, and that PROPERTY OWNER hereby states that the sale price is None/Thousand per acre (\$ 9,000.00 per acre), said price shall be the highest price per acre this property shall sell for, and PROPERTY OWNER shall not attempt to quote or negotiate for a higher purchase price, directly by either the PROPERTY OWNER or indirectly through their representatives, for a period of Three (3) years following date of this Agreement.

PROPERTY OWNER further agrees to enter into good faith negotiations with prospective purchasers, based on this sale price, with further terms to be deemed in a PURCHASE AND SALE AGREEMENT, documented and agreed to between the BUYER and SELLER. PROPERTY OWNER agrees to entertain in good faith, and diligently pursue negotiations from potential purchasers, which shall not be unreasonably rejected, in order to facilitate such sale of SUBJECT PROPERTY.

PROPERTY OWNER represents, and BRAC, LED and EDO acknowledge, that SUBJECT PROPERTY is not intended for use or development as a residential or retail use. This Certified Site Program is intended only for uses compatible with economic development goals, namely industrial, office, warehouse/distribution, manufacturing or other similar uses that promote economic development activities (i.e. specifically not residential or retail uses). PROPERTY OWNER further warrants that they will not execute any new leases or other encumbrances on the SUBJECT PROPERTY, without prior notice and acquiescence of BRAC, LED or EDO. This shall include any mineral rights leases, or other leases that could impact the development potential of the SUBJECT PROPERTY.

Throughout the period provided for herein, BRAC, LED, and their representatives shall have the right to enter the SUBJECT PROPERTY to conduct Due Diligence. Eligible Due Diligence expenses include but are not limited to engineering studies to determine infrastructure cost estimates (utilities, roads, water/wastewater, etc.); environmental studies, site surveys and assessments; acquisition of aerial photos, quadrant maps, zoning maps; geotechnical analysis; threatened and endangered species studies; and archeological investigations. Proposals for eligible Due Diligence, including scope of work and cost estimates, are subject to preapproval by LED. Copies of service agreements, invoices, evidence of payment, and final work product will be available to PROPERTY OWNER, BRAC, LED and EDO at the completion of the project. All parties to this MOA acknowledge that, prior to any work being undertaken, BRAC, LED and its representatives shall review the SUBJECT PROPERTY for eligibility with the Program. BRAC, LED and EDO must approve the SUBJECT PROPERTY prior to any work being undertaken. BRAC and LED will provide PROPERTY OWNER with a NOTICE TO PROCEED prior to any eligible work being undertaken.

IV
[Signature]

BRAC, PROPERTY OWNER, and EDO have agreed to share costs of pursuing the Certified Site designation, based on the following percentages. It is understood and acknowledged that BRAC's expenditure cannot exceed \$10,000.00 per site. The percentage of costs for pursuing certified site designation, after any LED reimbursements shall be: PROPERTY OWNER: 33% BRAC: 33% EDO: 33%. In the event that PROPERTY OWNER does not entertain purchase offers and actively pursue negotiations in good faith for one year from the date of certification, BRAC and EDO shall be entitled to recover from PROPERTY OWNER their contributions towards Site Certification.

IN WITNESSES WHEREOF, the parties hereto have executed this agreement in the presence of the undersigned competent witnesses at New Roads, La, on the 1 day of August 20014. The laws of the State of Louisiana shall govern this agreement.

Witnesses:

Don Bueche
Paula McNamee

Don Bueche
Paula McNamee

FOR PROPERTY OWNER

Don A. Goodyear
Print Name:

Don A. Goodyear
Print Name:

IN WITNESSES WHEREOF, the parties hereto have executed this agreement in the presence of the undersigned competent witnesses at New Roads, La, on the 1 day of August 20014. The laws of the State of Louisiana shall govern this agreement.

Witnesses:

James Barbois

For BRAC

John W. Scott
Print name: JOHN W. SCOTT

IN WITNESSES WHEREOF, the parties hereto have executed this agreement in the presence of the undersigned competent witnesses at New Roads, La, on the 1 day of August 20014. The laws of the State of Louisiana shall govern this agreement.

Witnesses:

Don Bueche
Paula McNamee

Pointe Canoe EDO

Les Contrell
Print Name

Angel Ranch

PROPERTY

THIS DOCUMENT IS THE PROPERTY OF THE FBI. IT IS LOANED TO YOU FOR YOUR INFORMATION AND USE ONLY. IT IS NOT TO BE REPRODUCED, COPIED, OR DISTRIBUTED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE FBI. IT IS TO BE RETURNED TO THE FBI AT THE END OF THE LOAN PERIOD. IT IS TO BE KEPT IN A SAFE PLACE AND NOT TO BE EXPOSED TO FIRE, WATER, OR OTHER HAZARDOUS CONDITIONS. IT IS TO BE KEPT IN A SAFE PLACE AND NOT TO BE EXPOSED TO FIRE, WATER, OR OTHER HAZARDOUS CONDITIONS.

EXHIBIT A

[Handwritten signatures]

STATE OF LOUISIANA, DEPARTMENT
OF TRANSPORTATION & DEVELOPMENT

VS.

MARY ANN SCHEXNAYDER GOODYEAR

NUMBER

39834-B

18TH JUDICIAL DISTRICT COURT

PARISH OF POINTE COUPEE

STATE OF LOUISIANA

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ORDER OF EXPROPRIATION

The petition, exhibits and the premises considered:

IT IS HEREBY ORDERED that the STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, do deposit in the registry of this court, for the use and benefit of the person or persons entitled thereto, the sum of Fifty-Three Thousand Eight Hundred Ninety-Eight and No/100 Dollars (\$53,898.00).

AND IT IS HEREBY FURTHER ORDERED that the full ownership of the property described below, together with all of the improvements situated wholly or partially thereon, subject to the reservation in favor of MARY ANN SCHEXNAYDER GOODYEAR of all oil or gas located under the property described below, or the royalties therefrom, in accordance with law, and subject to any existing oil or gas reservation or to any existing oil or gas lease, and a temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and across the property described as Parcel Nos. 9-4-C-1 and 9-4-C-2, is expropriated and taken for highway purposes as of the time of such deposit, according to law, said property being described as follows, to-wit:

Three (3) certain tracts or parcels of land, together with all of the improvements situated wholly or partially thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, and in Sections 81, 82, 83, 84 and 85, Township 4 South, Range 10 East, Southeastern Land District West of the Mississippi River, identified as Parcel Nos. 9-4, 9-4-C-1 and 9-4-C-2, on a white print of a plat of survey, consisting of Sheet Nos. 9 and 10, made by J. Stephen Melton, Registered Land Surveyor, dated July 16, 2004, revised, annexed to the above numbered and entitled suit, said tracts or parcels being outlined in red and being more particularly described in accordance with said plat of survey, as follows:

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CA 519, 710.221
CB 519, 710.221

REQUIRED IN FULL OWNERSHIPPARCEL NO. 9-4:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 276+61.30, proceed N03°59'53"E a distance of 140.07 feet to the point of beginning; thence proceed S84°11'33"E a distance of 3505.02 feet to a point and corner; thence proceed along a curve to the right having a radius of 5869.58 feet, whose length is 12.13 feet and whose chord length is 12.13 feet and bears S84°08'00"E to a point and corner; thence proceed S05°58'37"W a distance of 277.69 feet to a point and corner; thence proceed S84°18'57"W a distance of 11.54 feet to a point and corner; thence proceed N84°11'33"W a distance of 3496.17 feet to a point and corner; thence proceed N03°59'53"E a distance of 280.14 feet to the point of beginning. All of which comprises Parcel 9-4 as shown on Sheet Nos. 9 & 10 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 25.577 acres.

REQUIRED FOR A TEMPORARY SERVITUDEPARCEL NO. 9-4-C-1:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 280+72.00, proceed N05°48'27"E a distance of 140.00 feet to the point of beginning; thence proceed N05°48'27"E a distance of 48.00 feet to a point and corner; thence proceed N41°20'42"E a distance of 43.01 feet to a point and corner; thence proceed N75°05'40"E a distance of 342.11 feet to a point and corner; thence proceed S21°22'25"E a distance of 83.19 feet to a point and corner; thence proceed S68°09'41"W a distance of 94.83 feet to a point and corner; thence proceed S06°28'25"W a distance of 86.01 feet to a point and corner; thence proceed N84°11'33"W a distance of 298.00 feet to the point of beginning. All of which comprises Parcel 9-4-C-1 as shown on Sheet No. 9 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 1.028 acres.

PARCEL NO. 9-4-C-2:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 281+84.00, proceed S05°48'27"W a distance of 140.00 feet to the point of beginning; thence proceed S84°11'33"E a distance of 103.00 feet to a point and corner; thence proceed S33°02'33"W a distance of 76.48 feet to a point and corner; thence proceed N61°58'30"W a distance of 76.69 feet to a point and corner; thence proceed N10°12'22"E a distance of 39.12 feet to the point of beginning. All of which comprises Parcel 9-4-C-2 as shown on Sheet No. 9 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of 0.113 of an acres.

Being a portion of the same property acquired by defendant by Acts recorded April 8, 2003, in COB 488, Page 243 and July 16, 1991, in COB 358, Page 703 of the conveyance records of Pointe Coupee Parish, State of Louisiana.

AND IT IS HEREBY FURTHER ORDERED that this matter be tried by jury upon the plaintiff making a cash deposit in accordance with LA C.C.P. Art. 1734.1. Upon the setting of this matter for trial, the court shall fix the amount due and the time of said deposit, which time shall be no later than thirty (30) days prior to trial.

AND IT IS HEREBY FURTHER ORDERED that the defendant, MARY ANN SCHEXNAYDER GOODYEAR, vacate the above described property and surrender possession thereof unto the plaintiff immediately upon the deposit of the estimated just compensation into the registry of this Court.

New Roads, Louisiana, this 14th day of March, 2006.


JUDGE, EIGHTEENTH JUDICIAL DISTRICT COURT

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NEW ROADS, LOUISIANA

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NEW ROADS, LOUISIANA

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STATE OF LOUISIANA, DEPARTMENT
OF TRANSPORTATION & DEVELOPMENT

VS.

MARY ANN SCHEXNAYDER GOODYEAR

NUMBER 39834-B

18TH JUDICIAL DISTRICT COURT

PARISH OF POINTE COUPEE

STATE OF LOUISIANA

RECEIPT

LANELL SWINDLER LANDRY, CLERK OF COURT

TO

THE STATE OF LOUISIANA, AND
THE DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

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STATE OF LOUISIANA
PARISH OF POINTE COUPEE

BE IT KNOWN that on the 14 day of March, 2006, before me,
Pauline Celaper, Deputy Clerk of Court and Ex-officio Notary Public, in and
for the Parish of Pointe Coupee, State of Louisiana, duly commissioned and qualified, and in the
presence of the witnesses hereinafter named and undersigned, personally came and appeared Lanell
Swindler Landry, a resident of the Parish of Pointe Coupee, State of Louisiana, and Clerk of the
Eighteenth Judicial District Court for the State of Louisiana, in and for the Parish of Pointe Coupee.

The appearer declared that in the cause entitled "STATE OF LOUISIANA, DEPARTMENT
OF TRANSPORTATION AND DEVELOPMENT, VS. MARY ANN SCHEXNAYDER
GOODYEAR," No. 39834B of the docket of said court, the State of Louisiana seeks the
expropriation of the full ownership of the property described below, together with all of the
improvements situated wholly or partially thereon, subject to the reservation in favor of the owner
of all oil or gas located under the property described below, or the royalties therefrom, in accordance
with law, and subject to any existing oil or gas reservation or to any existing oil or gas lease, and a

temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and across the property described as Parcel Nos. 9-4-C-1 and 9-4-C-2, for the project set forth in the petition, said property being described as follows, to-wit:

Three (3) certain tracts or parcels of land, together with all of the improvements situated wholly or partially thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, and in Sections 81, 82, 83, 84 and 85, Township 4 South, Range 10 East, Southeastern Land District West of the Mississippi River, identified as Parcel Nos. 9-4, 9-4-C-1 and 9-4-C-2, on a white print of a plat of survey, consisting of Sheet Nos. 9 and 10, made by J. Stephen Melton, Registered Land Surveyor, dated July 16, 2004, revised, annexed to the above numbered and entitled suit, said tracts or parcels being outlined in red and being more particularly described in accordance with said plat of survey, as follows:

REQUIRED IN FULL OWNERSHIP

PARCEL NO. 9-4:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 276+61.30, proceed N03°59'53"E a distance of 140.07 feet to the point of beginning; thence proceed S84°11'33"E a distance of 3505.02 feet to a point and corner; thence proceed along a curve to the right having a radius of 5869.58 feet, whose length is 12.13 feet and whose chord length is 12.13 feet and bears S84°08'00"E to a point and corner; thence proceed S05°58'37"W a distance of 277.69 feet to a point and corner; thence proceed S84°18'57"W a distance of 11.54 feet to a point and corner; thence proceed N84°11'33"W a distance of 3496.17 feet to a point and corner; thence proceed N03°59'53"E a distance of 280.14 feet to the point of beginning. All of which comprises Parcel 9-4 as shown on Sheet Nos. 9 & 10 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 25.577 acres.

REQUIRED FOR A TEMPORARY SERVITUDE

PARCEL NO. 9-4-C-1:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 280+72.00, proceed N05°48'27"E a distance of 140.00 feet to the point of beginning; thence proceed N05°48'27"E a distance of 48.00 feet to a point and corner; thence proceed N41°20'42"E a distance of 43.01 feet to a point and corner; thence proceed N75°05'40"E a distance of 342.11 feet to a point and corner; thence proceed S21°22'25"E a distance of 83.19 feet to a point and corner; thence proceed S68°09'41"W a distance of 94.83 feet to a point and corner; thence proceed S06°28'25"W a distance of 86.01 feet to a point and corner; thence proceed N84°11'33"W a distance of

723-C

298.00 feet to the point of beginning. All of which comprises Parcel 9-4-C-1 as shown on Sheet No. 9 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 1.028 acres.

PARCEL NO. 9-4-C-2:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 281+84.00, proceed S05°48'27"W a distance of 140.00 feet to the point of beginning; thence proceed S84°11'33"E a distance of 103.00 feet to a point and corner; thence proceed S33°02'33"W a distance of 76.48 feet to a point and corner; thence proceed N61°58'30"W a distance of 76.69 feet to a point and corner; thence proceed N10°12'22"E a distance of 39.12 feet to the point of beginning. All of which comprises Parcel 9-4-C-2 as shown on Sheet No. 9 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of 0.113 of an acres.

Being a portion of the same property acquired by defendant by Acts recorded April 8, 2003, in COB 488, Page 243 and July 16, 1991, in COB 358, Page 703 of the conveyance records of Pointe Coupee Parish, State of Louisiana.

The appearer further declared that in accordance with an order of the court signed herein, the Department of Transportation and Development, on behalf of the State of Louisiana and of itself, has this day paid into the registry of said court the sum of Fifty-Three Thousand Eight Hundred Ninety-Eight and No/100 Dollars (\$53,898.00) in cash, lawful current money of the United States of America, by delivering said sum to the said Clerk of Court and said appearer further acknowledges receipt of said sum and declares that she has placed same in the registry of said court.

THUS DONE, READ AND PASSED at my office in the City of New Roads, Parish of Pointe Coupee, State of Louisiana, in the presence of Debbie Collins and Lauren Meadows competent witnesses, who have hereunto signed their names with the appearer and me, said Notary, the day, month and year first above written.

Debbie Collins
Lauren Meadows

Laurel Swindler Landry
LAUREL SWINDLER LANDRY
CLERK OF COURT

Pauline Rose #74/63
DEPUTY CLERK OF COURT AND EX-OFFICIO NOTARY PUBLIC

ATTEST A TRUE CERTIFIED COPY
DATE FILED 3-18-26
CLERK OF COURT
POINTE COUPEE PARISH
NEW ROADS, LOUISIANA

STATE OF LOUISIANA, DEPARTMENT
OF TRANSPORTATION & DEVELOPMENT

VS.

MARY ANN SCHEXNAYDER GOODYEAR

NUMBER

39834-B

18TH JUDICIAL DISTRICT COURT

PARISH OF POINTE COUPEE

STATE OF LOUISIANA

PETITION

The petition of the STATE OF LOUISIANA, DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT, legal successor to the Department of Highways, created and organized under the laws of the State of Louisiana, with its domicile in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana, with respect, represents that:

1.

MARY ANN SCHEXNAYDER GOODYEAR is the defendant herein.

2.

The Department of Transportation and Development, proposes to construct in the Parish of Pointe Coupee, a certain project designated as State Project No. 499-97-0001, Mississippi River ridge at St. Francisville (West Approach), on State Route LA 10, which project is more fully described by a Certificate of Authorization to Expropriate, approved by the Secretary, Department of Transportation and Development on February 1, 2006, which declares that it is necessary and useful to take immediately the hereinafter described property for highway purposes, a certified copy of said Certificate of Authorization to Expropriate being marked "Exhibit P-1," attached hereto and made a part hereof.

3.

The construction of said project will be greatly conducive to the public interest, convenience and safety, and will be an important improvement in the State Highway System.

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4.

Petitioner has surveyed the right of way and laid out the centerline thereof for said project as the same will exist after said project is completed, and the width of the right of way has been fixed by the Chief Engineer of the Department of Transportation and Development, as shown by his certificate marked "Exhibit P-2," annexed hereto and made a part hereof.

5.

Included within the right of way required for said project is certain property believed to be owned by the defendant, a portion of which is required in full ownership designated as Parcel No. 9-4, and a portion of which is required for a temporary construction servitude for a period of time not to exceed completion of the project designated as Parcel Nos. 9-4-C-1 and 9-4-C-2, and described as follows, to-wit:

Three (3) certain tracts or parcels of land, together with all of the improvements situated wholly or partially thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Pointe Coupee, State of Louisiana, and in Sections 81, 82, 83, 84 and 85, Township 4 South, Range 10 East, Southeastern Land District West of the Mississippi River, identified as Parcel Nos. 9-4, 9-4-C-1 and 9-4-C-2, on a white print of a plat of survey, consisting of Sheet Nos. 9 and 10, made by J. Stephen Melton, Registered Land Surveyor, dated July 16, 2004, revised, annexed to the above numbered and entitled suit, said tracts or parcels being outlined in red and being more particularly described in accordance with said plat of survey, as follows:

REQUIRED IN FULL OWNERSHIP

PARCEL NO. 9-4:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 276+61.30, proceed N03°59'53"E a distance of 140.07 feet to the point of beginning; thence proceed S84°11'33"E a distance of 3505.02 feet to a point and corner; thence proceed along a curve to the right having a radius of 5869.58 feet, whose length is 12.13 feet and whose chord length is 12.13 feet and bears S84°08'00"E to a point and corner; thence proceed S05°58'37"W a distance of 277.69 feet to a point and corner; thence proceed S84°18'57"W a distance of 11.54 feet to a point and corner; thence proceed N84°11'33"W a distance of 3496.17 feet to a point and corner; thence proceed N03°59'53"E a distance of 280.14 feet to the point of beginning. All of which comprises Parcel 9-4 as shown on

Sheet Nos. 9 & 10 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 25.577 acres.

REQUIRED FOR A TEMPORARY SERVITUDE

PARCEL NO. 9-4-C-1:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 280+72.00, proceed N05°48'27"E a distance of 140.00 feet to the point of beginning; thence proceed N05°48'27"E a distance of 48.00 feet to a point and corner; thence proceed N41°20'42"E a distance of 43.01 feet to a point and corner; thence proceed N75°05'40"E a distance of 342.11 feet to a point and corner; thence proceed S21°22'25"E a distance of 83.19 feet to a point and corner; thence proceed S68°09'41"W a distance of 94.83 feet to a point and corner; thence proceed S06°28'25"W a distance of 86.01 feet to a point and corner; thence proceed N84°11'33"W a distance of 298.00 feet to the point of beginning. All of which comprises Parcel 9-4-C-1 as shown on Sheet No. 9 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of approximately 1.028 acres.

PARCEL NO. 9-4-C-2:

From a point on the centerline of State Project No. 499-97-0001, at Highway Survey Station 281+84.00, proceed S05°48'27"W a distance of 140.00 feet to the point of beginning; thence proceed S84°11'33"E a distance of 103.00 feet to a point and corner; thence proceed S33°02'33"W a distance of 76.48 feet to a point and corner; thence proceed N61°58'30"W a distance of 76.69 feet to a point and corner; thence proceed N10°12'22"E a distance of 39.12 feet to the point of beginning. All of which comprises Parcel 9-4-C-2 as shown on Sheet No. 9 of the Right of Way Plans of State Project No. 499-97-0001, and contains an area of 0.113 of an acres.

Being a portion of the same property acquired by defendant by Acts recorded April 8, 2003, in COB 488, Page 243 and July 16, 1991, in COB 358, Page 703 of the conveyance records of Pointe Coupee Parish, State of Louisiana.

6.

This property is outlined in red on a plat of survey marked "Exhibit P-3," annexed hereto and made a part hereof.

7.

This property is a portion of a larger tract believed to be owned by the defendant.

8.

There are no buildings situated wholly or partially on the above described property, and the only improvements situated wholly or partially thereon consist of fencing, gates and timber.

9.

In order to construct said project in a manner and mode conducive to the public interest, convenience and safety, it is necessary that petitioner acquire in full ownership the property described as Parcel No. 9-4, together with all of the improvements situated wholly or partially thereon, subject to the mineral reservation set forth below, and a temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and across the property described as Parcel Nos. 9-4-C-1 and 9-4-C-2, which property petitioner has attempted to acquire amicably but has been unable to do so.

10.

Therefore, it is necessary for petitioner to expropriate in full ownership the above the property described as Parcel No. 9-4, together with all of the improvements situated wholly or partially thereon, subject to the mineral reservation set forth below, and a temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and across the property described as Parcel Nos. 9-4-C-1 and 9-4-C-2.

11.

The expropriation of the full ownership of the property described above shall be made subject to the reservation in favor of the owner of all oil or gas located under the property described above, or the royalties therefrom, in accordance with law, and subject to any existing oil or gas reservation or to any existing oil or gas lease.

12.

The just compensation to which the defendant is entitled, being the compensation for the full ownership of the property described as Parcel No. 9-4, together with all of the improvements situated

wholly or partially thereon, subject to the mineral reservation set forth herein, and a temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and across the property described as Parcel Nos. 9-4-C-1 and 9-4-C-2, has been estimated to be the sum of Fifty-Three Thousand Eight Hundred Ninety-Eight and No/100 Dollars (\$53,898.00), as shown by the written estimate of compensation marked "Exhibit P-4A" and "Exhibit P-4B," annexed hereto and made a part hereof.

13.

Petitioner is entitled to expropriate the full ownership of the property described as Parcel No. 9-4, together with all of the improvements situated wholly or partially thereon, subject to the mineral reservation set forth herein, and a temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and across the property described as Parcel Nos. 9-4-C-1 and 9-4-C-2, in a manner authorized by Article 1, Section 4 of the Constitution of the State of Louisiana for the year 1974, and Title 48 of the Revised Statutes of 1950, Sections 441 to 460, inclusive as amended and reenacted.

14.

Petitioner is entitled to trial by jury as authorized by Title 48 of the Revised Statutes, Section 451.2, as amended and reenacted.

15.

Petitioner desires to utilize the cash deposit authorized by Article 1734.1 of the Code of Civil Procedure and desires that the amount of the deposit be fixed as required by law.

16.

Petitioner requests written notice at least thirty (30) days prior thereto of any trial, motion or other proceeding scheduled to come before this Honorable Court in this lawsuit in accordance with Article 451 of Title 48, and also requests notice of any interlocutory or final order, decree or judgment rendered and signed in this lawsuit as provided by Louisiana Code of Civil Procedure.

WHEREFORE, petitioner prays that an order issue herein directing petitioner to deposit in the registry of this court the sum of Fifty-Three Thousand Eight Hundred Ninety-Eight and No/100 Dollars (\$53,898.00) for payment to the person or persons entitled thereto, and declaring that the full ownership of the property described as Parcel No. 9-4, together with all of the improvements situated wholly or partially thereon, and subject to the mineral reservation set forth herein, and a temporary servitude for construction purposes for a period of time not to exceed completion of the project on, over and across the property described as Parcel Nos. 9-4-C-1 and 9-4-C-2, has been taken for highway purposes as of the time such deposit is made.

Petitioner further prays that said order direct the defendant to surrender to petitioner possession of said property.

Petitioner further prays that notice of this expropriation be issued and served upon MARY ANN SCHEXNAYDER GOODYEAR, together with a certified copy of this petition, the order of expropriation of this court and the receipt of the Clerk of Court for the deposit made, according to law.

Petitioner further prays that this matter be tried by jury and that it be allowed to utilize the cash deposit authorized by Article 1734.1 of the Code of Civil Procedure.

Petitioner further prays that it be served with written notice of any trial, motion or other proceeding scheduled before this Honorable Court in accordance with Article 451 of Title 48, and that it be served with notice of any interlocutory or final order, decree or judgment rendered and signed as provided by Louisiana Code of Civil Procedure.

Petitioner further prays that upon a final hearing herein there be judgment herein in favor of petitioner fixing the amount of just compensation at a sum not to exceed Fifty-Three Thousand Eight Hundred Ninety-Eight and No/100 Dollars (\$53,898.00).

LOUISIANA DEPARTMENT OF
TRANSPORTATION & DEVELOPMENT
OFFICE OF THE GENERAL COUNSEL

BY: Andrew G. Barry
Of Counsel

Andrew G Barry
Bar Roll No. 26599
1201 Capitol Access Road
Baton Rouge, LA 70802
P. O. Box 94245
Baton Rouge, LA 70804-9245
Ph: (225) 237-1353
Fax: (225) 237-1333
Attorney for State, DOTD

February 1, 2006

CERTIFICATE OF AUTHORIZATION TO EXPROPRIATE

The Department of Transportation and Development contemplates and plans to construct certain projects for the improvement of various highways throughout the State of Louisiana.

The projects presently planned by the Department of Transportation and Development are hereinafter set forth:


STATE PROJECT NOS. 499-97-0001, 499-98-0001,
052-02-0024, 839-16-0007 & 061-01-0020 (TIMED)
MISSISSIPPI RIVER BRIDGE AT ST. FRANCISVILLE
(WEST APPROACH)
STATE ROUTE LA 10
DESIGN-BUILD PROJECT
PARISH OF POINTE COUPEE

499-97-0001: This project provides for the Design-Build project known as the Mississippi River Bridge at St. Francisville, West Approach, grading, earthwork, base course, drainage structures, concrete or asphaltic pavement, concrete slab span bridges and related work, on that portion of State Route LA 10, in Pointe Coupee Parish, Louisiana, beginning at approximate Highway Survey Station 97 + 00.00 (at approximately the intersection of LA 1 and LA 10, approximately 2755 feet from LA 3131); thence proceeding in an easterly direction along LA 10 to approximate Highway Survey Station 495 + 50.00 (at approximately the beginning of the bridge main span substructure), with two (2) bridge sites along the road portion located as follows:

Bridge Site 4050.00: Between approximate Highway Survey Station 345 + 00.00 and approximate Highway Survey Station 385 + 50.00, for a total bridge length of approximately 4050.00 feet or approximately 0.767 of a mile.

Bridge Site 3350.00: Between approximate Highway Survey Station 462 + 00.00 and approximate Highway Survey Station 495 + 50.00, for a total bridge length of approximately 3350.00 feet or approximately 0.634 of a mile.

499-98-0001: This project provides for the main bridge span, beginning at approximate Highway Survey Station 495 + 50.00 (at approximately the end of SP 499-97-0001, at the beginning of the bridge main span substructure), then proceeding in an easterly direction across the Mississippi River to approximate Highway Survey Station 522 + 50.00 (at approximately the beginning of SP 499-99-0001 in West Feliciana Parish, at the end of the future main span substructure of the Mississippi River Bridge).



Maps

Filed with CB 135 # 220
10-29-76

56

MISSISSIPPI RIVER

COURSE	BEARING	DISTANCE
A-B	N 65° 40' E	134.47'
B-C	N 65° 18' E	102.75
C-D	N 48° 50' E	102.43
D-E	N 34° 43' E	102.40
E-F	N 27° 44' E	102.53
F-G	N 19° 12' E	101.28
G-H	N 16° 09' E	100.16

TRACT D
378.54 Ac.

TRACT C
378.54 Ac.

TRACT B
378.54 Ac.

TRACT A
378.54 Ac.

TRACT E
150.00 Ac.

DIVISION SHOWING THE SURVEY OF ANTOINE LANGLOIS
PROPERTY LOCATED IN SECTIONS 23, 24,
25, 27, 82, 83, 84, AND 85, T-4-S, R-10-E AND IN
SECTIONS 1, 2, 3, 34, AND 39, T-4-S, R-11-E AND THE
MRS. H. POWERS 150 ACRE TRACT LOCATED IN SECTION 85,
T-4-S, R-10-E AND SECTIONS 34 AND 38, T-4-S, R-11-E ALL IN
POINTE COUPEE PARISH, LA.
FOR

THE HEIRS OF ANTOINE LANGLOIS

THIS PLAT IS MADE IN ACCORDANCE WITH LA. REVISED STATUTES 33:5051
ET. SEQ. AND CONFORMS WITH ALL PARISH ORDINANCES GOVERNING THE
SUBDIVISION OF LAND.

- REFERENCE MAPS:
1. MAP OF TAYLOR PRESTON AND LAKE LAND PLANTATIONS, AND
SOMER QUEEN, JOHN BURKE AND POYDRAS FUNDS TRACTS SITUATED
IN THE PARISH OF POINTE COUPEE, LA., ETC. ---
BY S. N. GARRETT PARISH SURVEYOR, MAY 10, 1938
 2. MAP OF J.W. MCGINTY PLTN SITUATED IN THE PARISH OF POINTE
COUPEE, LA. CONTAINING A TOTAL OF 282.87 ACRES INSIDE OF MISS.
RIVER LEVEE, ETC. ---
BY S. N. GARRETT PARISH SURVEYOR, MARCH 14, 1940.
 3. PLAT OF PROPERTY PARTITION FOR ANTOINE LANGLOIS ETC. ---
BY DARYL B. PATIN, CIVIL ENGINEER, JUNE 22, 1973

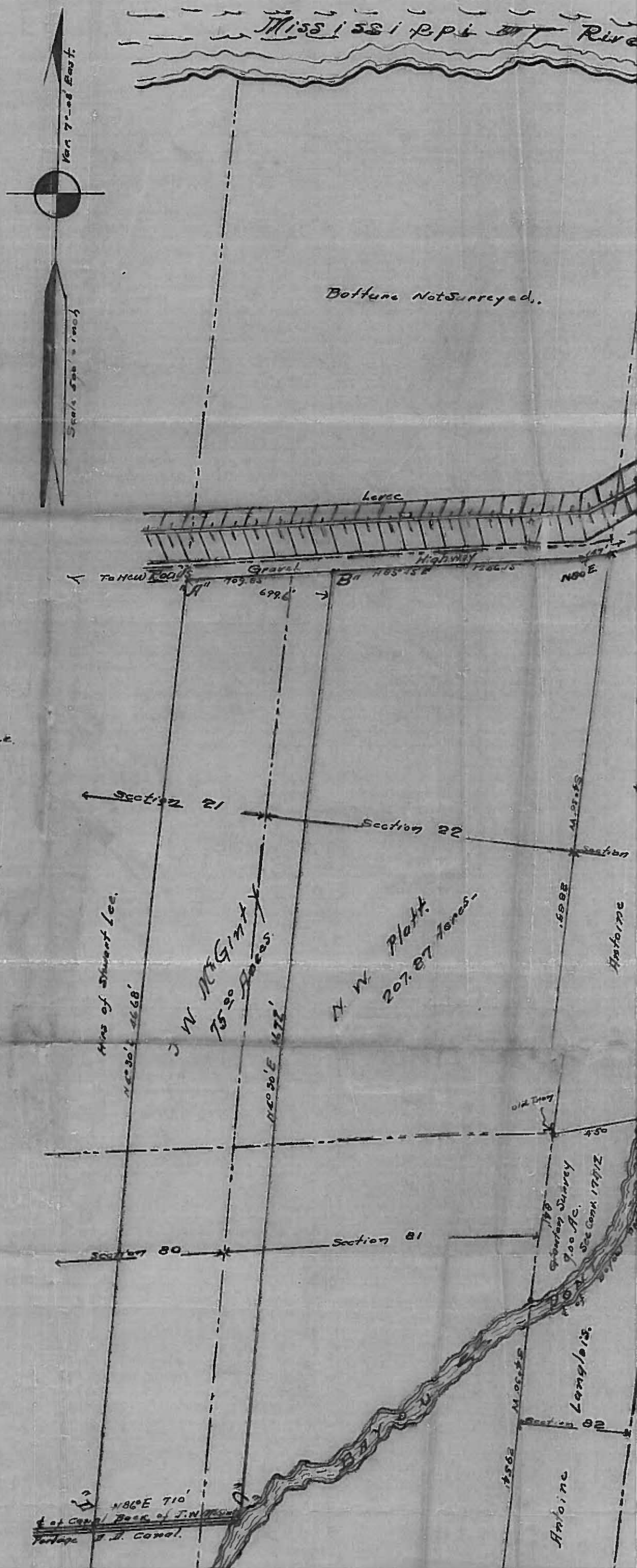
SCALE: 1" = 500'



Toxie Craft
Civil Engineer

A. Total of 282.87 Acres.
inside of Miss. River Levee,
composed of
of Sec 82. All of Secs 81 and 22
of Secs. 80 and Sec 21.
all in T4S-R10E.

L. D. Garrett
Ph. Assessor



Aleide Bondy.

N 4° 30' E.
1000'

Bouchaud

Jos Lejeune

Paul Hebert

P. Ponceau

W. H. Woodard

Back of J. W. M. Smith
D. D. Canal.

N 86° E 710'

N 89° 30' E 2072'

Section 80

Section 81

Section 82

Hataine

Langlois.

Glendon Survey
900 Ac.
See Cont. 17912

Property Line

Filed with 081357-2320
10-29-76

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Course	Length	Distance
A-B	N 65° 02' E	134.47'
B-C	N 55° 17' E	102.75'
C-D	N 34° 42' E	102.43'
D-E	N 27° 44' E	102.33'
E-F	N 17° 12' E	101.28'
F-G	N 16° 07' E	100.16'
G-H		



REFERENCE MAPS:

1. MAP OF TAYLOR, PRESTON AND LANE AND PLANTATIONS, AND THE PARISH OF POINTE COUPEE, LA., ETC., BY S. N. GARRETT, PARISH SURVEYOR, MAY 10, 1938.
2. MAP OF J. W. MC GINTY, PLAT, SITUATED IN THE PARISH OF POINTE COUPEE, LA., CONTAINING A TOTAL OF 28,287 ACRES INSIDE OF MISSISSIPPI RIVER LEVEE, ETC., PARISH SURVEYOR, MARCH 14, 1940.
3. PLAT OF PROPERTY PARTITION FOR ANTOINE LANGLOIS, ETC., BY DAVID B. PATIN, CIVIL ENGINEER, JUNE 22, 1973.

SCALE: 1" = 500'

DIVISION SHOWING THE SURVEY PROPERTY LOCATED IN SECTIONS 23, 24, 25, 27, 82, 83, 84, AND 85, T-4-S, R-10-E AND THE SECTIONS 1, 2, 3, 34, AND 35, T-4-S, R-11-E AND THE MRS. H. POWERS 150 ACRE TRACT LOCATED IN SECTION 85, T-4-S, R-10-E AND SECTIONS 34 AND 35, T-4-S, R-11-E ALL IN POINTE COUPEE PARISH, LA.

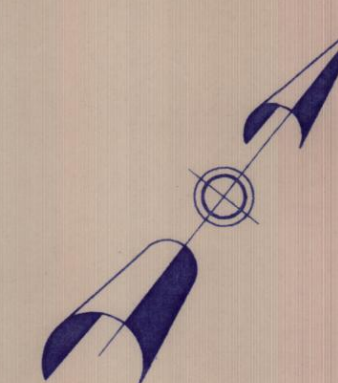
THE HEIRS OF ANTOINE LANGLOIS

THIS PLAT IS MADE IN ACCORDANCE WITH LA. REVISED STATUTES, 33:509 ET SEQ. AND CONFORMS WITH ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.

TOXIE CHART CIVIL ENGINEER

BATON ROUGE, LA.
23 OCTOBER 1973

Map Bk 5, #861
CB BK 430 NO 54
RECEIVED & FILED
97 MAR 27 PM 1:28
S. J. J. J.
CLERK OF COURT & RECORDER
PARISH OF PONTE COUPEE



SURVEYOR'S CERTIFICATE

I, Barry J. Bleichner, P.L.S., hereby certify to Nations Bank of Texas, N.A. as Administrative Lender, Pinnacle Towers Inc., Federal Aviation Administration, Locke Purnell, Rola Harrell and First American Title Insurance Company, Inc. that this Survey was made on the ground under my personal supervision and that this plat is a true, correct and accurate representation of the facts as found at the time of the survey, and more specifically, I so hereby certify that the survey conforms to the conditions and stipulations as checked (x) below:

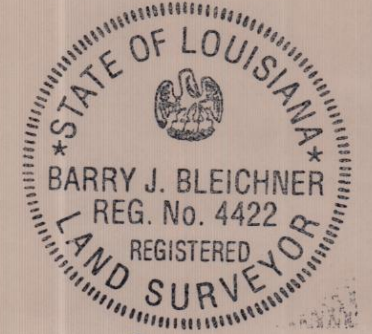
- 1) The boundary lines and dimensions of the land indicated hereon and each individual parcel thereof indicated thereon is correct.
- 2) Iron pipes are set at each property corner unless otherwise indicated hereon.
- 3) The distance from the nearest intersecting street, road or other point of reference is as shown hereon.
- 4) Correctly shows the location and dimension of all alleys, streets, roads, rights-of-way, easements and other matters of record which the surveyor has been advised affects the subject property (each has been identified by instrument volume and page number, if any, and by).
- 5) Except as shown, there are no visible easements, rights-of-way, party walls or conflicts; further, this survey is not subject to any easements or rights-of-way not visible on the ground.
- 6) The location of all buildings, structures and other improvements or visible trees if shown, are as indicated hereon.
- 7) Except as shown, there are no visible protrusions on adjoining prelates, streets or alleys by any building, structure or other improvements situated on the subject property.
- 8) Except as shown, there are no visible encroachments onto the subject property by any building, structure or other improvements situated on adjoining prelates.
- 9) Correctly shows that all portions of the subject property are located in an area designated as "FLOOD ZONE" (not within a flood prone area), as defined by the U.S. Department of Housing and Urban Development pursuant to the Flood Disaster Act of 1973 on FEMA Community Panel No. 220140 0200 C, dated May 16, 1995.
- 10) This survey is not for construction purposes.
- 11) Correctly shows the location of all streets and roads visibly providing access to and from the subject property.
- 12) Correctly depicts the longitudinal and latitudinal coordinates of the tower location, to the nearest second, the elevation above mean sea level of the base and tip of each tower, the ground elevation of the tip of each tower and additionally, the ground elevation of the tip of the highest appearance on the tower, if such appearance is higher in elevation than the highest point on the tower structure itself.

LEGAL DESCRIPTION

A certain tract of land, containing 4.729 acres, located in Section 23, Township 4 South, Range 10 East, Pointe Coupee Parish, Louisiana, being more fully described as follows:

Commencing at the NGS monument "P.M. SHANROCK" (Lat 30° 44' 07" Long 91° 25' 22"), proceed along a bearing of South 82° 07' 59" East a distance of 215.17 feet to a point on the southerly right of way of LA HWY 10 at a point where the line between Sections 22 and 23 meet the southerly right of way line of LA HWY 10, said point hereinafter to be known as the Point of Beginning; thence proceed along the southerly right of way of LA HWY 10 a bearing of North 65° 40' 00" East a distance of 134.47 feet to a point; thence continue along the southerly right of way of LA HWY 10 a bearing of North 55° 18' 00" East a distance of 102.75 feet to a point; thence continue along the southerly right of way of LA HWY 10 a bearing of North 43° 50' 00" East a distance of 51.78 feet to a point; thence proceed along a bearing of South 44° 08' 01" East a distance of 249.34 feet to a point; thence proceed along a bearing of North 03° 48' 21" East a distance of 417.40 feet to a point on the line between Sections 22 and 23; thence proceed along the line between Sections 22 and 23 a bearing of North 03° 48' 21" West a distance of 417.40 feet to the Point of Beginning.

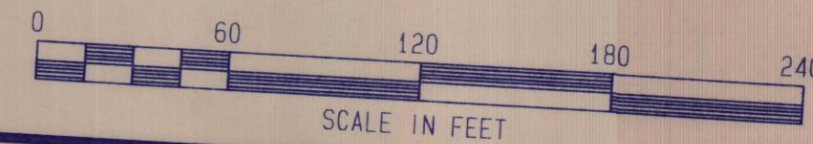
Reference:
Map of Survey showing the division of the
Antoine Langlois Property by Toxic Craft
Civil Engineer, Dated October 23, 1973



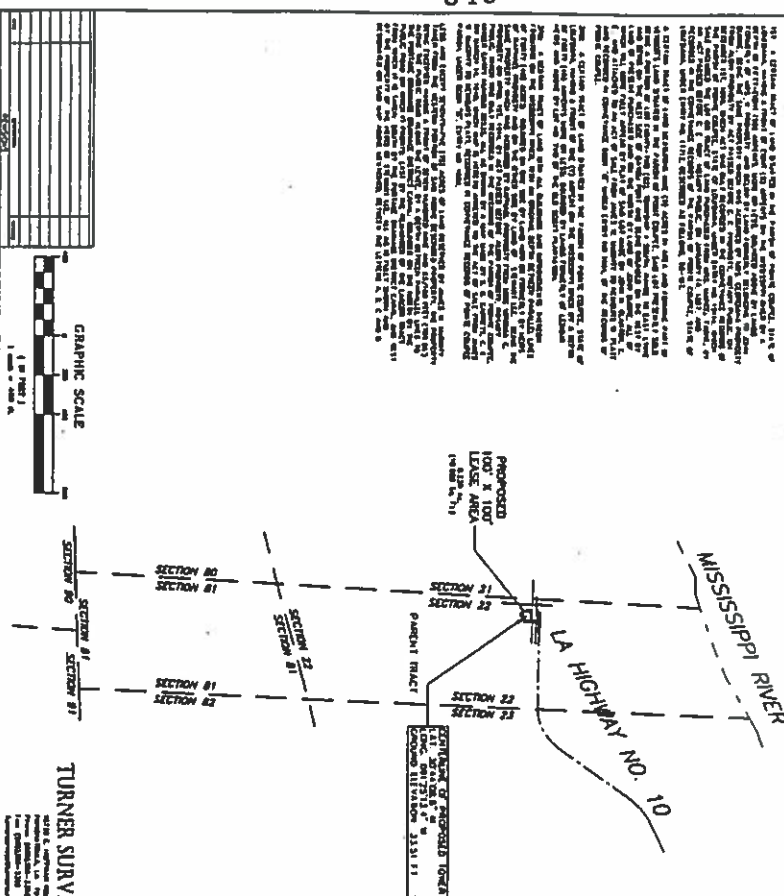
Barry J. Bleichner, P.L.S. #4422

BOUNDARY AND TOPOGRAPHIC MAP
FOR
PINNACLE TOWERS INC.
CONTAINING 4.729 ACRES
LOCATED IN
SECTION 23, T-4-S, R-10-E
PONTE COUPEE PARISH, LOUISIANA

Prepared By
C.H. FENSTERMAKER & ASSOCIATES, INC.
CIVIL ENGINEERS & LAND SURVEYORS
135 Regency Square
Lafayette, Louisiana 70508
January 8, 1997 Scale: 1"=60'



SECTION 22
145 - RIDE
POINTE COUPEE PARISH, LOUISIANA

[illegible]

STANLEY H. CUNYAN, P.L.C.: 14000 W. 4TH
AVENUE, SUITE 100, DENVER, COLORADO 80202

TURNER SURVEYS, LLC

TOPOGRAPHIC SURVEY OF
POINTE COUPE TOWER SITE (CANDIDATE 2)
SITE 143436

DATE	12/15/83	DATE OF	12/15/83	NO. OF	2
TIME	14:00	TIME OF	14:00	NO. OF	2

EXHIBIT "A"