



# Exhibit F. Loul's Landing Partial Title Abstract









# Loul's Landing Partial Title Abstract

CSRS

## Dates Researched: 1/1/1949 to 3/14/2022

Current Owner	DRIF, LLX	
Parcel Numbers	Tract 6D	
Acreage	9.20 acres +/-	
Location	Sec. 34 T10S, R5E	
Date Acquired	1/12/16	
File Number	2016-00001111	
	2010-00001111	
Current Owner	Carmelite Monastery of Lafayette, LA, Inc.	
Parcel Numbers	Tract 5D	
Acreage	9.20 acres +/-	
Location	Sec. 3 T11, R5E	
Date Acquired	10/4/83	
File Number	1983-00036930	
Current Owner	Carmelite Monastery of Lafayette, LA, Inc.	
Parcel Numbers	Tract 4D	
Acreage	9.20 acres +/-	
Location	Sec. 3 T11, R5E	
Date Acquired	10/4/83	
File Number	1983-00036929	
Current Owner	Alma Josephine Billeaud, Denise Theresa Billeaud, Theresa Anne Billeaud	
Parcel Numbers	Tracts 1C, 7D, 8D, & 9D	
Acreage	41.073 acres +/-	
Location	Sec. 34 T105, R5E	
Date Acquired		
File Number	1/10/80 1980-00000797	
	1980-00000797	
ROW Document 1	Sale Highway ROW	
Entity Acquiring ROW	LADOTD	
Owner of Property when Acquired	Theresa Anne Billeaud	
Date	8/26/21	
File Number	2021-00039218	
	Cala Liighurau DOW	
ROW Document 2	Sale Highway ROW	
Entity Acquiring ROW		
Owner of Property when Acquired	DRIF, LLC	
Date	9/28/21	
File Number	2021-00044251	
ROW Document 3	Sale Highway ROW	



Entity Acquiring ROW	LADOTD	
Owner of Property when Acquired	Alma Josephine Billeaud	
Date	8/24/21	
File Number	2021-00038912	
ROW Document 4	Sale Highway ROW	
Entity Acquiring ROW	LADOTD	
Owner of Property when Acquired	Denise Theresa Billeaud	
Date	8/12/21	
File Number	2021-00036859	
ROW Document 5	Sale Highway ROW	
Entity Acquiring ROW	LADOTD	
Owner of Property when Acquired	Carmelite Monastery of Lafayette, LA, Inc.	
Date	8/12/21	
File Number	2021-00036858	
ROW Document 6	Road ROW and Utility Servitude	
Entity Acquiring ROW	City of Broussard	
Owner of Property when Acquired	Alma Josephine Billeaud	
Date	11/3/15	
File Number	2015-00043254	
ROW Document 7	Road ROW and Utility Servitude	
Entity Acquiring ROW	City of Broussard	
Owner of Property when Acquired	Denise Theresa Billeaud	
Date	11/3/15	
File Number	2015-00043249	
ROW Document 8	Servitude	
Entity Acquiring ROW	Shell Pipeline, Co., LP	
Owner of Property when Acquired	Alma Josephine Billeaud	
Date	2/12/14	
File Number	2014-00005355	
ROW Document 9	Utility Servitude	
Entity Acquiring ROW	City of Broussard	
Owner of Property when Acquired	Carmelite Monastery of Lafayette, LA, Inc.	
Date	8/31/10	
File Number	2010-00035070	
ROW Document 10	Utility Servitude	
Entity Acquiring ROW	City of Broussard	
Owner of Property when Acquired	Alma Billeaud	
Date File Number	<u> </u>	



ROW Document 11	Utility Servitude	
Entity Acquiring ROW	City of Broussard	
Owner of Property when Acquired	Denise Theresa Billeaud	
Date	6/22/10	
File Number	2010-00025516	
ROW Document 12	Utility Servitude	
Entity Acquiring ROW	City of Broussard	
Owner of Property when Acquired	Alma Josephine Broussard	
Date	2/18/10	
File Number	2010-0006062	
ROW Document 13	Drainage ROW	
Entity Acquiring ROW	Parish of Lafayette	
Owner of Property when Acquired	Carmelite Monastery of Lafayette, LA, Inc.	
Date	6/27/94	
File Number	94-024136	
ROW Document 14	Cleaning Ditch	
Entity Acquiring ROW	Parish of Lafayette	
Owner of Property when Acquired	Alma Josephine Broussard	
Date	2/6/87	
File Number	1987-0004480	
ROW Document 15	Drainage ROW	
Entity Acquiring ROW	City of Lafayette	
Owner of Property when Acquired	Theresa Anne Billeaud	
Date	7/23/85	
File Number	1985-0023886	
ROW Document 16	Servitude of Driveway	
Entity Acquiring ROW	Alma Josephine Billeaud	
Owner of Property when Acquired	Theresa Anne Billeaud (f/k/a Ethel Irene Billeaud)	
Date	1/10/80	
File Number	1980-000799	
ROW Document 17	Exchange Plant Permit	
Entity Acquiring ROW	Southern Bell Telephone & Telegraph Company	
Owner of Property when Acquired	Lucille C. Billeaud representing Denise Billeaud, Shirle	
,	Billeaud, Lucille A. Billeaud, Alma J. Billeaud, Ethel Iren	
	Billeaud, and Mary Ann Billeaud	
	-	
Date	3/27/64	



ROW Document 17	ROW Agreement
Entity Acquiring ROW	Continental Oil Company
Owner of Property when Acquired	Lucille C. Billeaud, tutrix representing Frances M. Billeaud,
	Ethel Irene Billeaud and Mary Ann Billeaud
Date	3/16/61
File Number	1961-407859

## Sell Offs After Purchase

	NONE FOUND	

## Maps/Plats Provided

Map 1	Plat of Survey, Estate of Louis M. Billeaud
Date	5/30/70, revised 11/27/79
File Number	1980-000797

### Mortgages/Liens

NONE FOUND

## **Ownership Names Researched**

Name	Dates Researched
DRIF, LLC	1/12/2015 to Present
Carmelite Monastery of Lafayette, LA, Inc.	1/1/1983 to Present
Estate of Denise Theresa Billeaud, Alma Josephine Billeaud, Theresa Anne Billeaud (f/k/a Ethel Irene Billeaud) Lucille C. Billeaud	1/1/1949 to Present
Louis M. Billeaud	1/1/1949 to 2/16/1950

#### **Tax Information**

Parish	Lafayette
Tax Year	2021
Assessed Ownership	Theresa Anne Billeaud
Assessment Number	6171182
Land	\$618



N/A \$618 \$53.62 cultural Lands Class I, II, III US Hwy. 90 East, Broussard, LA Lafayette 2021 Ima Josephine Billeaud 6171167 \$376 N/A \$376
\$53.62 cultural Lands Class I, II, III US Hwy. 90 East, Broussard, LA Lafayette 2021 Ima Josephine Billeaud 6171167 \$376 N/A
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2021 Ima Josephine Billeaud 6171167 \$376 N/A
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6171167 \$376 N/A
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N/A
-
\$376
\$32.63
ricultural Lands Class I, II
US Hwy. 90 East, Broussard, LA
Lafayette
2021
Theresa Anne Billeaud
6171180
\$425
N/A
\$425
\$36.91
ricultural Lands Class L. II
ricultural Lands Class I, II
US Hwy. 90 East, Broussard, LA
US Hwy. 90 East, Broussard, LA
US Hwy. 90 East, Broussard, LA Lafayette
-



Land	\$411
Improvements	N/A
Total Value	\$411
Taxes	\$35.67
Zoning	Agricultural Lands Class I, II, III
Municipal Address	5300 Blk US Hwy. 90 East, Broussard, LA
Parish	Lafayette
Tax Year	2021
Assessed Ownership	DRIF, LLC
Assessment Number	6122593
Land	\$317
Improvements	N/A
Total Value	\$317
Taxes	\$27.53
Zoning	Agricultural Lands Class I, II, III
Municipal Address	600 Blk Saint Etienne Road, Broussard, LA
Parish	Lafayette
Tax Year	2021
Assessed Ownership	Carmelite Monastery of Lafayette, Inc.
Assessment Number	6000176
Land	\$0
Improvements	\$0
Total Value	\$0
Taxes	\$0
Zoning	Industrial Acreage
Municipal Address	700 Blk Saint Etienne Road, Broussard, LA

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## Lafayette Parish Recording Page

Louis J. Perret **Clerk of Court** P.O. Box 2009 Lafayette, LA 70502-2009 (337) 291-6400

First VENDOR	
DRIF LLC	
First VENDEE	
LA-STATE DEPARTMENT OF TRAM	ISPORTATION & DEVELOPMENT
<u> </u>	
Index Type : CONVEYANCES	File Number : 2021-00044251
Type of Document : SERVITUDE	
Recording Pages : 5	
	Recorded Information
hereby certify that the attached docu	nent was filed for registry and recorded in the Clerk of Court's office for
afayette Parish, Louisiana.	

anis J Peret

Clerk of Court

On (Recorded Date) : 09/28/2021

At (Recorded Time): 3:31:33PM



Doc ID - 043445790005

STATE PROJECT NO. H.002868 I-49 S: AMB CAFFERY / US90 INTERCHANGE LAFAYETTE PARISH PARCEL NOS. AR-7-3, 7-5-D-1

## SERVITUDE OF DRAIN

### STATE OF LOUISIANA: PARISH OF LAFAYETTE:

BE IT KNOWN, DRIF LLC. (FED I.D. XX-XXXX 3°6) A Louisiana Limited Liability Company, whose present mailing address is 7823 Jeannette Street, New Orleans, Louisiana 70118, herein represented by David Bendana, Richard Bendana, and Francis Billeaud Bendana, it's Managers, duly authorized to appear herein as per operating agreement dated November 16, 2010, being hereinafter referred to as "Grantor", in consideration of the benefits, uses and advantage accruing to Grantor by reason of the location of the STATE PROJECT NO. H.002868 I-49 S:AMB CAFFERY/US90 INTERCHANGE LAFAYETTE PARISH, and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA, herein represented by Charles McBride, Right of Way Administrator of said Department of Transportation and Development, authorized herein by Policy and Procedure Memorandum Number 5, dated December 16, 1976, as amended and revised, issued by the Secretary of the Louisiana Department of Transportation and Development, being hereinafter referred to as the "Department", accepting and acknowledging delivery and possession for the Department of Transportation and Development, all and singular a Servitude of Drain on, over and across the following described property, to-wit:

### DESCRIPTION

One (1) permanent servitude on, over and across one (1) certain tract or parcel of land, together with all the improvements situated thereon, situated in Section 34 Township 10 South, Range 5 East, Southwestern Land District, Lafayette Parish, Louisiana, identified as PARCEL NO. 7-5-D-1 as shown on Sheet No. 7 of the property map for STATE PROJECT NO. H.002868, I-49 S: AMB CAFFERY/US90 INTERCHANGE, LAFAYETTE PARISH, LOUISIANA, prepared by Dennis L Gowin, dated January 25, 2021 REVISED July 16, 2021, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

#### PARCEL NO. 7-5-D-1:

From a point on the centerline of State Project No. H.002868, at Station 762+82.26, proceed S86°08'25"W a distance of 150.00 feet to the point of beginning; thence proceed S86°07'25"W a distance of 15.00 feet to a point and corner; thence proceed N03°52'35"W a distance of 50.00 feet to a point and corner; thence proceed N86°07'25"E a distance of 15.00 feet to a point and corner; thence proceed S03°52'35"E a distance of 50.00 feet to the point of beginning. All of which comprises Parcel 7-5-D-1 as shown on Sheet 7 of the Right of Way Plans of State Project No. H.002868, and contains an area of 750.0 square feet or 0.017 acres.

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<u>,</u> "•

Being a portion of the same property Vendor acquired by act of Conveyance dated December 5, 2015, recorded January 12, 2016, instrument number 2016-1111 of the official records of the clerk of court of Lafayette Parish, Louisiana.

The Department is hereby authorized, in the construction and maintenance of said project, to remove from the property herein described earth and other material in accordance with usual construction and maintenance policies.

It is expressly understood that this grant and transfer of the above described servitude of drain is made for the construction and maintenance of the said transportation improvement, 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 and gas minerals lying beneath the area herein subjected to said servitude for drainage purposes; it being specifically understood, however, that while no exploration, drilling nor mining of oil or gas minerals of any kind shall be conducted upon the area covered by said servitude of drain, there may be directional drilling from adjacent lands to extract the oil or gas minerals from under the area subject to said servitude.

Grantor acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the servitude of drain herein granted and for any and all diminution in the value of Grantor's remaining property as a result of the granting of this right of way for transportation purposes.

Concomitant with the sale and transfer of the hereinabove described property, Vendor does also grant unto the Department all rights of access, including ingress and egress, to and from the property described to wit:

### PARCEL NO. AR-7-3:

Access rights on, over and across One (1) certain tract or parcel of land, together with all the improvements situated thereon, situated in Section 34 Township 10 South, Range 5 East, Southwestern Land District, Lafayette Parish, Louisiana, identified as PARCEL NO. AR-7-3 as shown on Sheet No. 7 of the property map for STATE PROJECT NO. H.002868, I-49 S: AMB CAFFERY/US90 INTERCHANGE, LAFAYETTE PARISH, LOUISIANA, prepared by Dennis L Gowin, dated January 25, 2021 REVISED July 16, 2021, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

Beginning Access Restriction at approximate Highway Survey Station 761+24.2 at Grantor's southeastern property corner, along the Grantor's eastern property line in Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, being the westerly existing right of way line of U.S. Highway 90; thence proceed in a northerly direction along the westerly existing right of way line of U.S. Highway 90 to the end of Access Restriction at approximate Highway Survey Station 763+45.74.

The Department shall pay unto Grantor for the servitude of drain and access rights hereby conveyed, upon approval by the Department of Grantor's title to the hereinabove property, free and clear of all encumbrances of any kind or nature whatsoever, and in full settlement and satisfaction of any and all claims for damages resulting from the grant of said servitude of drain and access rights, the price and sum of ONE THOUSAND EIGHT HUNDRED AND NINETY AND 00/100 (\$1,890.00) DOLLARS.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and

acknowledged this instrument as their free and voluntary acts, in triplicate originals in the

presence of the undersigned competent witnesses, as of the  $7^{++}$  day of 4vg, 2021.

WITNESSES:

Print Name\_

llun Print Name

DRIF, LLC BY: DAVID BENDANA

BY: DAVID BENDAN ITS: MANAGER

Print Name

Bendari Clym Bendana **Print Name** 

Print Name\_

Print Name Ich Bendara

HEATHER HALL CORSENTINO

Stephanie B. Black **Print Name** 

**BY: RICHARD BENDANA** 

ITS: MANAGER

BY: FRANCES BILLEAUD ITS: MANAGER

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA

REAL ESTATE ADMINISTRATOR

AFFIDAVIT

STATE OF LOUISIANA:

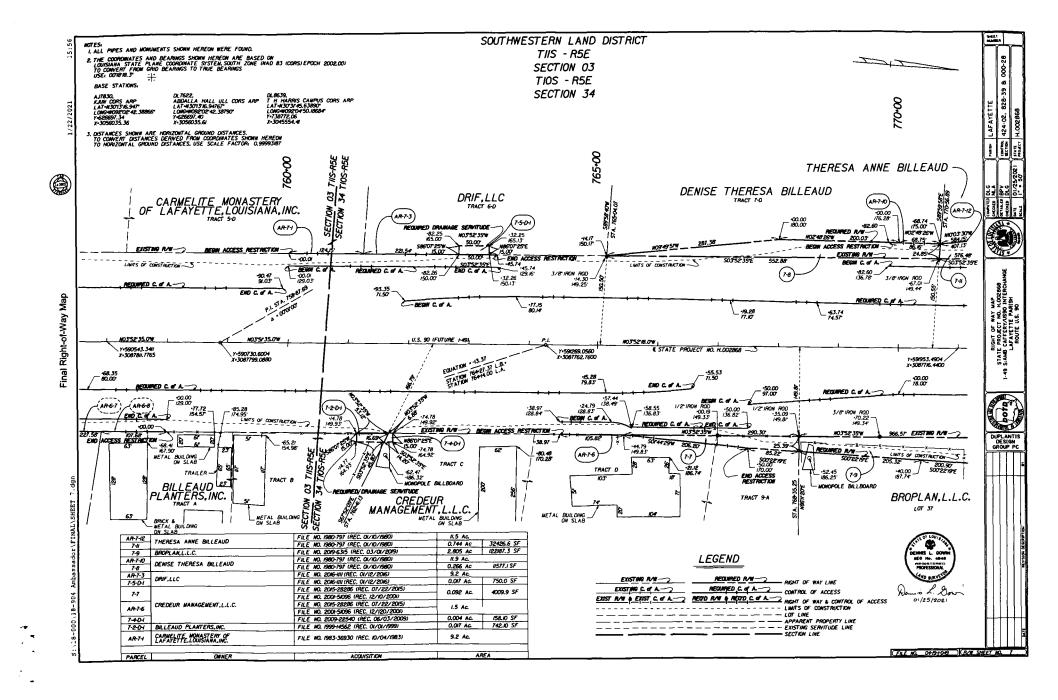
PARISH OF ORLEANS:

BEFORE ME, the undersigned authority this day personally appeared DAVID BENDANA, RICHARD BENDANA, and FRANCIS BENDANA, of the full age of majority and personally known to me, Notary, who, by me having been duly sworn, declared and acknowledged: That they signed the above and foregoing instrument on the date thereof for the object and purposes therein expressed, and they acknowledged the same as their voluntary act and deed.

IN FAITH THEREOF, Appearers executed this acknowledgment in the Parish of

Orleans, State of Louisiana, on this day of 2021 NOTARY PUBLIC ALICIA M. BENDANA

ALICIA M. BENDANA NOTARY PUBLIC Bar Number 21472 State of Louisiana My commission is issued for Life.



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# Lafayette Parish Recording Page

Louis J. Perret **Clerk of Court** P.O. Box 2009 Lafayette, LA 70502-2009 (337) 291-6400

## **First VENDOR**

BILLEAUD, THERESA ANNE

### First VENDEE

LA-STATE DEPARTMENT OF TRANSPORTA	
Index Type : CONVEYANCES	File Number : 2021-00039218
Type of Document : CASH SALE	
Recording Pages : 12	

**Recorded Information** 

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana.

Clerk of Court

On (Recorded Date) : 08/26/2021

At (Recorded Time): 8:53:14AM



Doc ID - 043380270012



Do not Detach this Recording Page from Original Document

STATE PROJECT NO. H.002868 I-49 S: AMB CAFFERY/US 90 INTERCHANGE LAFAYETTE PARISH PARCEL NOS. 7-11, AR-7-12, 8-2

#### SALE

#### STATE OF LOUISIANA: PARISH OF LAFAYETTE:

For the price and on the terms and conditions hereinafter set forth, I, THERESA ANNE BILLEAUD, (SSN: XXX-XX-5765) single, known in religion as SISTER THERESA ANNE BILLEAUD, being of the age of majority and a resident of Bexar County, Texas, whose permanent mailing address is 515 SW 24th Street, San Antonio, Texas 78207, herein being represented by Sister Patricia Regan duly authorized by power of attorney attached hereto and made a part hereof, being hereinafter sometimes referred to as the "Vendor", have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey and deliver under all lawful warranties and with substitution and subrogation to all of our rights and actions of warranty, unto the DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA, herein represented by Charles McBride, Real Estate Administrator of said Department of Transportation and Development, P.O. Box 94245, Baton Rouge, Louisiana 70804-9245, authorized herein by Policy and Procedure Memorandum No. 5, dated December 16, 1976, as amended and revised, issued by the Secretary of the Louisiana Department of Transportation and Development, being hereinafter referred to as the "Department", who accepts this sale on behalf of the Department of Transportation and Development, the following described property, situated in the Parish of Lafayette, Louisiana, to-wit:

### DESCRIPTION

Two (2) certain tract or parcel of land, together with all the improvements situated thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 34, Township 10 South, Range 5 East, Southwestern Land District, Lafayette Parish, Louisiana, identified as PARCEL NOS. 7-11 and 8-2, as shown on Sheet Nos. 7, 8 and 9, of the property map for STATE PROJECT NO. H.002868, I-49 S: AMB CAFFERY/US 90 INTERCHANGE, LAFAYETTE PARISH, Route US 90, prepared by Dennis L. Gowin, Professional Land Surveyor, dated January 25, 2021, last revised July 16, 2021, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

### PARCEL No. 7-11

From a point on the centerline of State Project No. H.002868, at Station 770+56.89, proceed N89°59'58"W a distance of 150.55 feet to the point of beginning; thence proceed N89°59'58"W a distance of 24.85 feet to a point and corner; thence proceed N10°03'30"W a distance of 584.15 feet to a point and corner; thence proceed S89°59'52"E a distance of 87.90 feet to a point and corner; thence proceed S89°59'52"E a distance of 87.90 feet to a point and corner; thence proceed S89°59'52"E a distance of 576.48 feet to the point of beginning. All of which comprises Parcel 7-11 as shown on Sheets 7 And 8 of the Right of Way Plans of State Project No. H.002868, and contains an area of 32426.6 square feet or 0.744 acres.

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#### PARCEL No. 8-2

From a point on the centerline of State Project No. H.002868, at Station 782+46.90, proceed S89°57'21"W a distance of 181.38 feet to the point of beginning; thence proceed S89°57'21"W a distance of 141.34 feet to a point and corner; thence proceed N05°01'10"E a distance of 625.24 feet to a point and corner; thence proceed S37°57'56"E a distance of 78.79 feet to a point and corner; thence proceed S37°57'56"E a distance of 78.79 feet to a point and corner; thence proceed S37°57'56"E a distance of 78.79 feet to a point and corner; thence proceed S37°57'56"E a distance of 78.79 feet to a point and corner; thence proceed S37°57'56"E a distance of 78.79 feet to a point and corner; thence proceed S37°57'56"E a distance of 561.92 feet to the point of beginning. All of which comprises Parcel 8-2 as shown on Sheets 8 And 9 of the Right of Way Plans of State Project No. H.002868, and contains an area of 56414.9 square feet or 1.295 acres.

Being a portion of the same property Vendor acquired by Partition dated December 24, 1979, recorded January 10, 1980, instrument number 80-797 of the official records of the Lafayette Parish, Louisiana.

Concomitant with the sale and transfer of the hereinabove described property, Vendor does also grant unto the Department all rights of access, including ingress and egress, to and from the property described to wit:

#### PARCEL NO. AR-7-12:

Access rights on, over and across One (1) certain tract or parcel of land situated in Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, identified as Parcel AR-7-12 as shown on Sheet Nos. 7 and 8 of the property map for STATE PROJECT NO. H.002868, LOUISIANA, prepared by Dennis L Gowin dated January 25, 2021 said map being attached hereto and made a part hereof, which property is more particularly described as follows:

Beginning Controlled Access Facility at approximate Highway Survey Station 770+56.89 at Vendor's southern property line in Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, being the westerly required right of way line of US 90; thence proceed in a northerly direction along the westerly required right of way line of US 90 to the end of Controlled Access at approximate Highway Survey Station 774+73.50.

This sale and conveyance is made for and in consideration of the price and sum of TWO HUNDRED TWO THOUSAND TWO HUNDRED THIRTY-THREE AND 00/100 (\$202,233.00) DOLLARS, which price the Department hereby binds and obligates itself to pay to Vendor upon the approval by the Department of Vendor's good and unencumbered title to the hereinabove described property.

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

The consideration recited herein represents full and final settlement of all claims of any kind to the full extent of the Vendor's loss, except relocation assistance claims where applicable, and specifically represents a compromise by all parties to avoid formal expropriation proceedings and the added expenses of litigation.

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

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

The Vendor acknowledges by these presents that the property hereinabove described is being acquired for the purpose of constructing a controlled access facility and that all direct access to said facility from Vendor's remaining property and from said facility to Vendor's remaining property will be limited to such access as may be provided by frontage roads, if any are constructed, and this provision shall be and remain binding upon the said Vendor, his heirs, successors and assigns forever.

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IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary act, in triplicate originals in the presence of the undersigned competent witnesses, as of the <u>57h</u> day of <u>August</u>, 2021. WITNESSES:

osa Maria R mein guintela

HEATHER HALL CORSENTINO

Print Name Stephanie B. Black

SISTER THERESA ANNE BILLEAUD, represented by SISTER PATRICIA REGAN

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA

CHARLES MCBRIDE REAL ESTATE ADMINISTRATOR

AFFIDAVIT

STATE OF TEXAS:

COUNTY OF BEXAR:

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid County and State, personally came and appeared SISTER PATRICIA REGAN of the full age of majority and personally known to me, Notary, who, by me having been duly sworn, declared and acknowledged: That she signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed, and acknowledged the same as her voluntary act and deed.

IN FAITH THEREOF, Appearer executed this acknowledgment in the County of Bexar, State of Texas, on this 23 A day of  $\sqrt{23} \text{ A}$ , 2021.

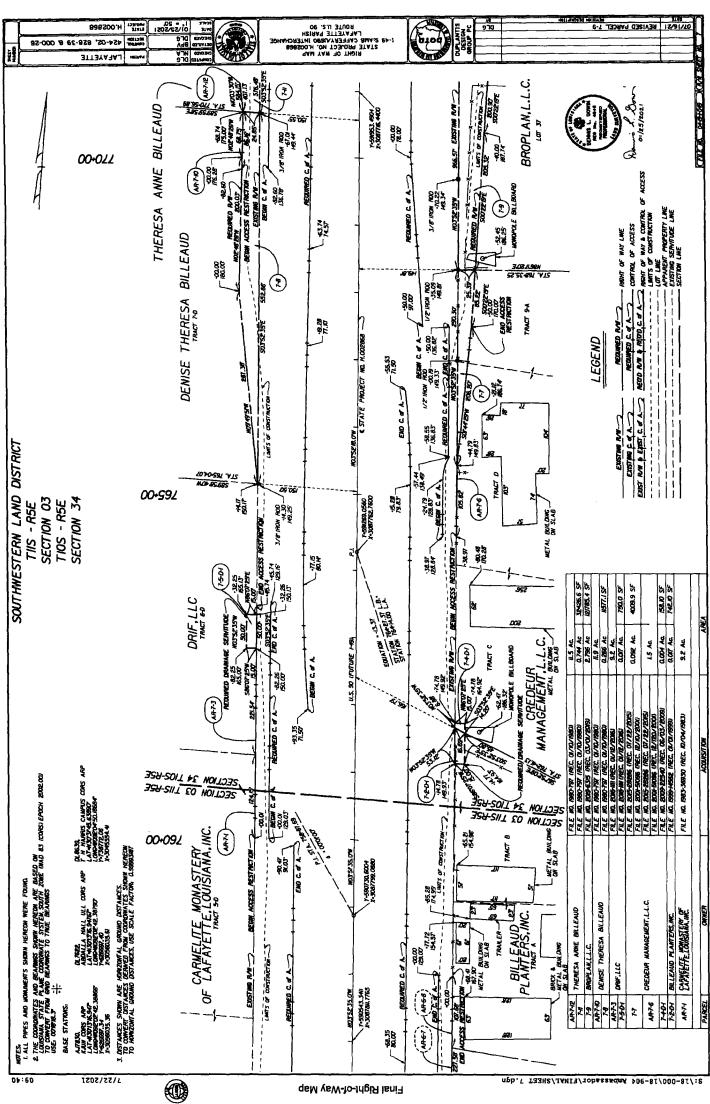
WITNESSES:

Alosa Maria N intela

Hernordez ANGE HERNandez Print Name

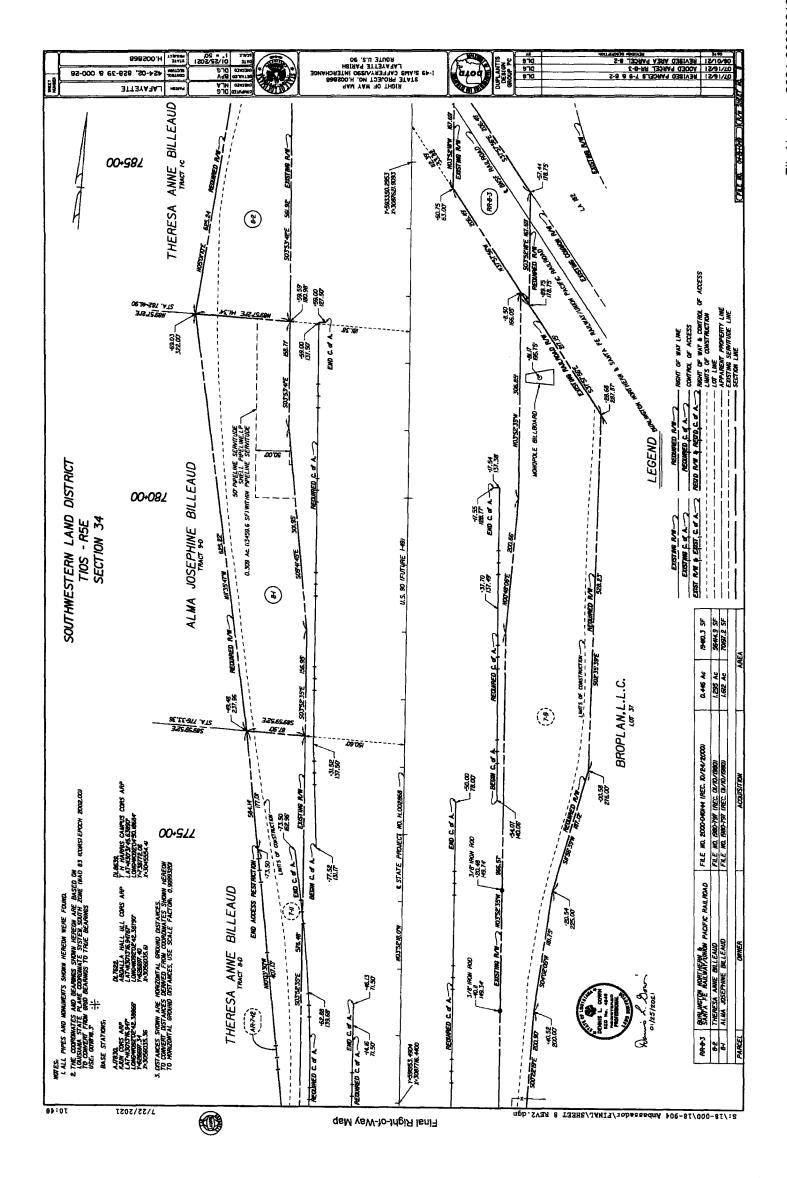
LAND





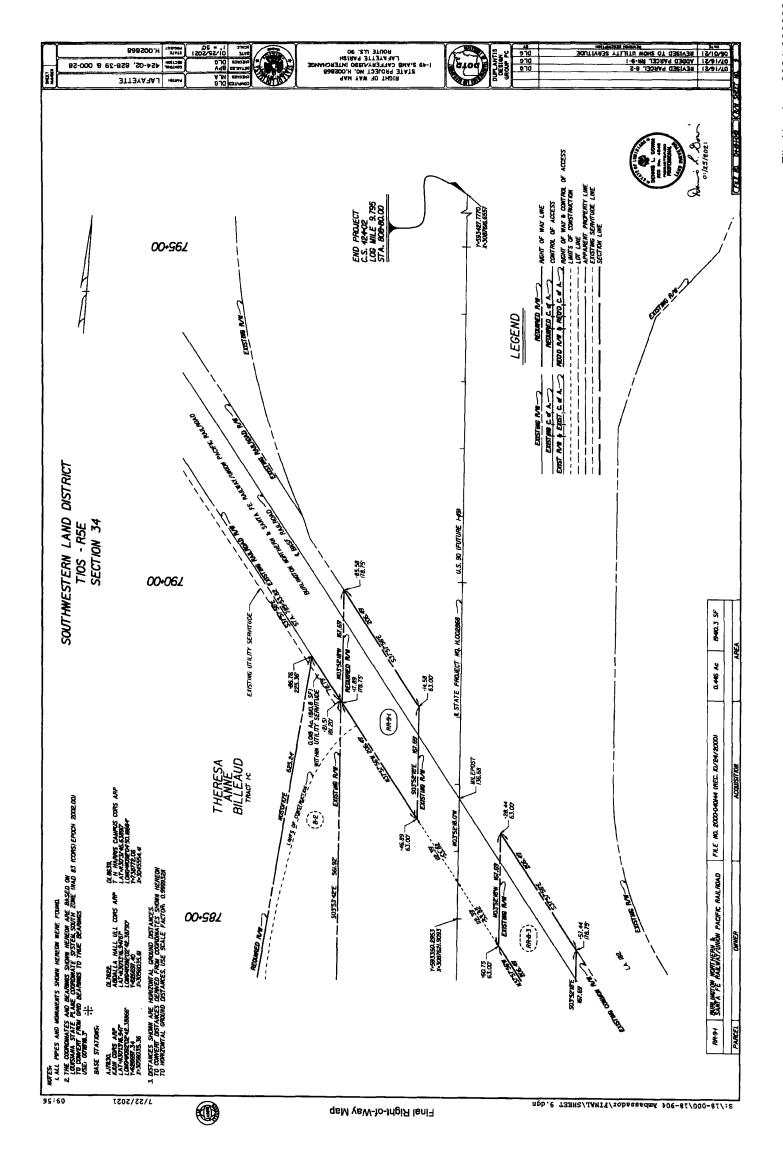
Page 4 Af 11

File Number: 2021-00039218 Seq: 6



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#### File Information

# FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number:	20210193291
Recorded Date:	July 15, 2021
Recorded Time:	9:42 AM
Total Pages:	4
Total Fees:	\$34.00

## \*\* THIS PAGE IS PART OF THE DOCUMENT \*\*

#### \*\* Do Not Remove \*\*

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

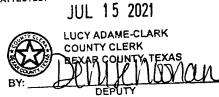
STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on: 7/15/2021 9:42 AM



STATE OF TEXAS COUNTY OF BEXAR CERTIFIED COPY CERTIFICATE The page to which this certificate is affixed may have been lawfully altered to redact confidential personal information but is otherwise a full, true and correct copy of the original on file and of record in my office. ATTESTED:

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Page 8 of 11

# SCANNED

#### STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

1, Ethel D Blba A K , 515 S.W. 24<sup>th</sup> Street, San Antonio, Bexar rene County, Texas, appoint \_ Treasurer of the Congregation of Divine Patricia Rega

Providence, or her successor in office, 515 S.W. 24th Street, San Antonio, Bexar County, Texas, as

my agent (attorney in fact) to act for me in any lawful way with respect to the following powers except for a power that I have crossed out below:

TO WITHHOLD A POWER, YOU MUST CROSS OUT EACH POWER WITHHELD.

Real property transactions;

Tangible personal property transactions;

Stock and bond transactions;

Commodity and option transactions;

Banking and other financial institution transactions;

Business operating transactions;

Insurance and annuity transactions;

Estate, trust, and other beneficiary transactions;

Claims and litigation;

Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service;

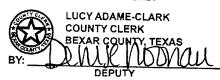
Retirement plan transactions;

Tax matters.

IF NO POWER LISTED ABOVE IS CROSSED OUT, THIS DOCUMENT SHALL BE CONSTRUED AND INTERPRETED AS A GENERAL POWER OF ATTORNEY AND MY AGENT (ATTORNEY IN FACT) SHALL HAVE THE POWER AND AUTHORITY TO PERFORM OR UNDERTAKE ANY ACTION I COULD PERFORM OR UNDERTAKE IF I WERE PERSONALLY PRESENT.

STATE OF TEXAS COUNTY OF BEXAR CERTIFIED COPY CERTIFICATE The page to which this certificate is affixed may have been lawfully altered to redact confidential personal information but is otherwise a full, true and correct copy of the original on file and of record in my office. ATTESTED:

JUL 15 2021



Page 1 of 3 Pages

### SPECIAL INSTRUCTIONS:

\*Special instructions applicable to gifts (initial in front of the following sentence to have it apply):

 $\underline{\mathcal{E} \ 1 \ B}$  I grant my agent (attorney in fact) the power to apply my property to make gifts, except that the amount of a gift to any individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

\*ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

\*UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

- (A) This POWER OF ATTORNEY is not affected by my subsequent disability or incapacity.
- (B) This POWER OF ATTORNEY becomes effective upon my disability or incapacity

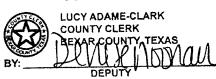
YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certified in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity.

STATE OF TEXAS COUNTY OF BEXAR CERTIFIED COPY CERTIFICATE The page to which this sertificate is affixed may have been lawfully altered to redact confidential personal information but is otherwise a full, true and correct copy of the original on file and of record in my office. ATTESTED:





Page 2 of 3 Pages

• •

\*I agree that any third party who receives a copy of this document may act under it. Revocation of a durable POWER OF ATTORNEY is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this POWER OF ATTORNEY.

\*If any agent named by me dies, becomes legally disabled, resigns, or refuses to act, I name the following as successor(s) to that agent: \_\_\_\_\_

EXECUTED this 23rd day of March 2021. Ethel Irene Billeard Ethel Irene Billiard & STATE OF TEXAS & COUNTY OF BEXAR & This document was acknowledged before me on this the  $\frac{23}{23}$  day of 20 21 by Ethel Irene Billeaud March



. Onte essica Notary Public, State of Texas

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

Revised 2/10

STATE OF TEXAS COUNTY OF BEXAR CERTIFIED COPY CERTIFICATE The page to which this certificate is affixed may have been lawfully altered to redact confidential personal information but is otherwise a full, true and correct copy of the original on file and of record in my office. ATTESTED:

 Page 3 of 3 Pages

# Lucy Adame-Clark

COUNTY CLERK



**BEXAR COUNTY** 

BEXAR COUNTY COURTHOUSE 100 DOLOROSA, SUITE 104 SAN ANTONIO, TEXAS 78205

## CERTIFICATE

STATE OF TEXAS §

COUNTY OF BEXAR §

I, LUCY ADAME-CLARK, COUNTY CLERK OF BEXAR COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, NOW IN MY LAWFUL CUSTODY AND POSSESSION AS SAME APPEARS OF RECORD FILED IN:

DOCUMENT NUMBER 20210193291 VOLUME N/A PAGE N/A

THIS COPY MAY HAVE BEEN ALTERED TO REDACT CONFIDENTIAL PERSONAL INFORMATION AS REQUIRED BY TEXAS GOVERNMENT CODE 552.147.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE GIVEN IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ON THIS

DAY OF	JULY	A. D. ,	2021
COUNTY CLARK AND	BY:	LUCY ADAME-C COUNTY CLER BEXAR COUNT DEPUTY CO	K

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

## Lafayette Parish Recording Page

Louis J. Perret Clerk of Court P.O. Box 2009 Lafayette, LA 70502-2009 (337) 291-6400

#### First VENDOR

BILLEAUD, ALMA

#### First VENDEE

LA-STATE DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

—

### Index Type : CONVEYANCES

Type of Document : CASH SALE

Recording Pages : 11

File Number : 2021-00038912

**Recorded Information** 

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana.

anis J Genet Clerk of Court

On (Recorded Date) : 08/24/2021

At (Recorded Time) : 2:14:19PM



Doc ID - 043376660011

STATE PROJECT NO. H.002868 I-49 S: AMB CAFFERY/US 90 INTERCHANGE LAFAYETTE PARISH PARCEL NOS. 8-1, 11-2

#### SALE

#### STATE OF LOUISIANA: PARISH OF LAFAYETTE:

For the price and on the terms and conditions hereinafter set forth, I, ALMA JOSEPHINE BILLEAUD, (SSN: XXX-XX- 2170 ) single, known in religion as SISTER ANTOINETTE BILLEAUD, being of the age of majority and a resident of Bexar County. Texas, whose permanent mailing address is 515 SW 24th Street, San Antonio, Texas 78207, herein being represented by Sister Patricia Regan duly authorized by power of attorney attached hereto and made a part hereof, being hereinafter sometimes referred to as the "Vendor", have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey and deliver under all lawful warranties and with substitution and subrogation to all of our rights and actions of warranty, unto the DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA, herein represented by Charles McBride, Real Estate Administrator of said Department of Transportation and Development, P.O. Box 94245, Baton Rouge, Louisiana 70804-9245, authorized herein by Policy and Procedure Memorandum No. 5, dated December 16, 1976, as amended and revised, issued by the Secretary of the Louisiana Department of Transportation and Development, being hereinafter referred to as the "Department", who accepts this sale on behalf of the Department of Transportation and Development, the following described property, situated in the Parish of Lafavette, Louisiana, to-wit:

#### DESCRIPTION

Two (2) certain tract or parcel of land, together with all the improvements situated thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 34, Township 10 South, Range 5 East, and Section 3, Township 11 South, Range 5 East, Southwestern Land District, Lafayette Parish, Louisiana, identified as PARCEL NOS. 8-1 and 11-2, as shown on Sheet Nos. 8 and 11, of the property map for STATE PROJECT NO. H.002868, I-49 S: AMB CAFFERY/US 90 INTERCHANGE, LAFAYETTE PARISH, Route US 90, prepared by Dennis L. Gowin, Professional Land Surveyor, dated January 25, 2021, revised June 1, 2021, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

#### PARCEL No. 8-1

From a point on the centerline of State Project No. H.002868, at Station 776+33.36, proceed N89°59'52"W a distance of 150.60 feet to the point of beginning; thence proceed N89°59'52"W a distance of 87.90 feet to a point and corner; thence proceed N11°35'47"W a distance of 625.22 feet to a point and corner; thence proceed N89°57'21"E a distance of 141.34 feet to a point and corner; thence proceed S03°53'41"E a distance of 158.71 feet to a point and corner; thence proceed S03°53'41"E a distance of 158.71 feet to a point and corner; thence proceed S03°52'35"E a distance of 156.95 feet to the point of beginning. All of which comprises Parcel 8-1 as shown on Sheet 8 of the Right of Way Plans of State Project No. H.002868, and contains an area of 70197.2 square feet or 1.612 acres.

#### PARCEL No. 11-2

• . .

From a point on the centerline of State Project No. H.002868, CENTERLINE AMBASSADOR CAFFERY PARKWAY, at Station 641+24.51, proceed N00°10'16"E a distance of 85.10 feet to the point of beginning; thence proceed N00°10'16"E a distance of 41.33 feet to a point and corner; thence proceed along a curve to the left having a radius of 607.50 feet, whose length is 219.28 feet and whose chord length is 218.10 feet and bears N70°35'40"E to a point and corner; thence proceed S00°01'19"W a distance of 87.55 feet to a point and corner; thence proceed S00°01'19"W a distance of 87.55 feet to a point and corner; thence proceed S00°01'19"W a distance of 87.55 feet to a point and corner; thence proceed S59°38'34"E a distance of 61.80 feet to a point and corner; thence proceed S22°30'34"E a distance of 9.19 feet to a point and corner; thence proceed N87°03'43"W a distance of 262.99 feet to the point of beginning. All of which comprises Parcel 11-2 as shown on Sheet 11 of the Right of Way Plans of State Project No. H.002868, CENTERLINE AMBASSADOR CAFFERY PARKWAY, and contains an area of 16822.9 square feet or 0.386 acres.

Being a portion of the same property Vendor acquired by Partition dated December 24, 1979, recorded January 10, 1980, instrument number 80-797 of the official records of the Lafayette Parish, Louisiana.

This sale and conveyance is made for and in consideration of the price and sum of THREE HUNDRED EIGHT THOUSAND SIX HUNDRED SEVEN AND 00/100 (\$308,607.00) DOLLARS, which price the Department hereby binds and obligates itself to pay to Vendor upon the approval by the Department of Vendor's good and unencumbered title to the hereinabove described property.

The parties hereto do hereby acknowledge and declare that of the aforesaid price and sum of THREE HUNDRED EIGHT THOUSAND SIX HUNDRED SEVEN AND 00/100 (\$308,607.00) DOLLARS, the amount of ONE HUNDRED ONE THOUSAND EIGHTY-ONE AND 00/100 (\$101,081.00) DOLLARS constitutes full and final payment for any and all damage to and diminution in value of Vendor's remaining property as a result of the taking of the property hereby conveyed and the construction of the transportation improvement thereon.

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

The consideration recited herein represents full and final settlement of all claims of any kind to the full extent of the Vendor's loss, except relocation assistance claims where applicable, and specifically represents a compromise by all parties to avoid formal expropriation proceedings and the added expenses of litigation.

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

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

The Vendor acknowledges by these presents that the property hereinabove described is being acquired for the purpose of constructing a controlled access facility and that all direct access to said facility from Vendor's remaining property and from said facility to Vendor's remaining property will be limited to such access as may be provided by frontage roads, if any are constructed, and this provision shall be and remain binding upon the said Vendor, his heirs, successors and assigns forever.

IN	TESTIMON	Y W	HEREC	OF,	the p	parties her	eto ł	av	e signed	and exec	uted a	and acknow	led	ged
this	instrument	as	their fi	ree	and	voluntary	act,	in	triplicate	originals	in the	e presence	of	the
unc	lersigned co	mpe	etent wi	tnes	sses,	as of the	<u> 30</u>	Ь	day of _	July	,	, 2021.		

WITNESSES:

Print Name

Print Name Mugelica

**ANASTASIA DOUGLAS** Print Name

raguel loon LANA RAQUEL NELSON

Print Name

to Patrici Kiga

ALMA JOSEPHINE BILLEAUD, also known as Sister Antoinette Billeaud, represented by SISTER PATRICIA REGAN

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA

CHARLES MCBRIDE REAL ESTATE ADMINISTRATOR

AFFIDAVIT

STATE OF TEXAS:

COUNTY OF BEXAR:

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid County and State, personally came and appeared SISTER PATRICIA REGAN of the full age of majority and personally known to me, Notary, who, by me having been duly sworn, declared and acknowledged: That she signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed, and acknowledged the same as her voluntary act and deed.

IN FAITH THEREOF, Appearer executed this acknowledgment in the County of Bexar, State of Texas, on this <u>22rd</u> day of <u>July</u>, 2021.

WITNESSES:

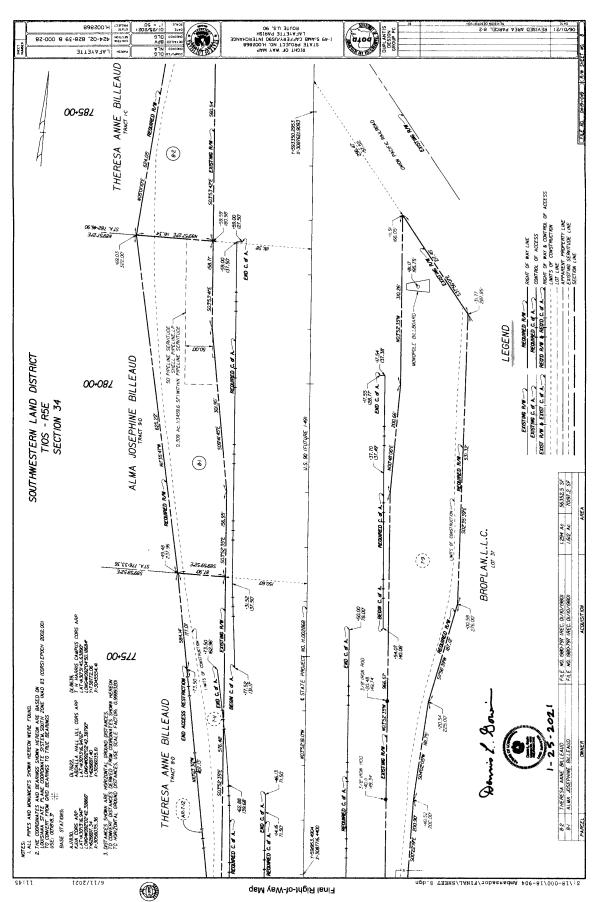
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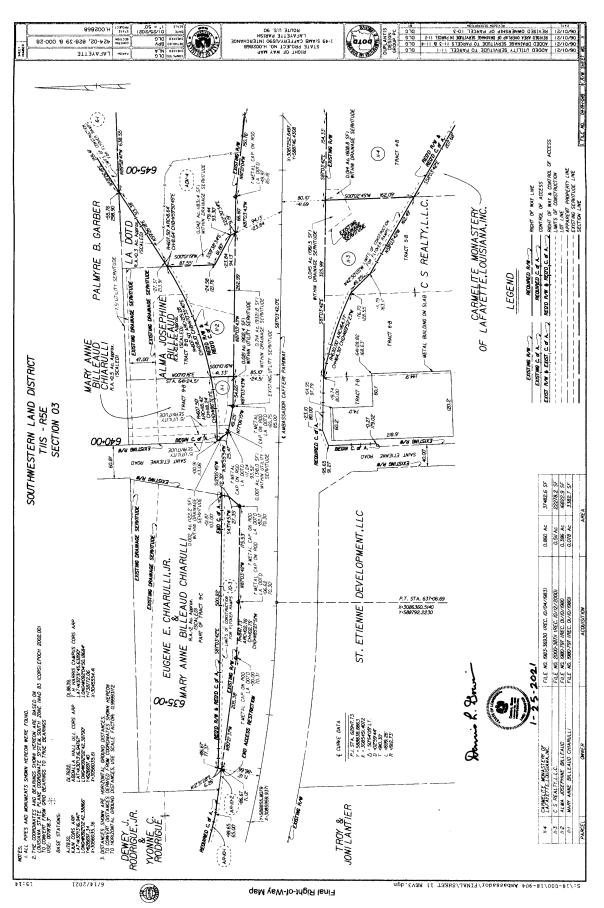
Print Name

tecamilla

Asta Pahini Reza SISTER PATRICIA REGAN

JESSICA MORA CANTERO My Notary ID # 132829224 Expires December 16, 2024 PUBLIC





File Number: 2021-00038912 Seq: 6



#### File Information

# FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number:	20210193290
Recorded Date:	July 15, 2021
Recorded Time:	9:42 AM
Total Pages:	4
Total Fees:	\$34.00

#### \*\* THIS PAGE IS PART OF THE DOCUMENT \*\*

#### \*\* Do Not Remove \*\*

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and al the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on: 7/15/2021 9:42 AM



STATE OF TEXAS COUNTY OF BEXAR CERTIFIED COPY CERTIFICATE The page to which this sertificate is affixed may have been lawfully altered to redact confidential personal information but is otherwise a full, rute and correct copy of the original on file and of record in my office. ATTESTED:

JUL 15 2021



LUCY ADAME-CLARK COUNTY CLERK SEXAR COUNTY, TEXAS DEPUTY DEPUTY

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# SCANNED

#### STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

1. Alma J. Billeaud (aka Sr Antonie He.) 515 S.W. 24" Street, San Billeaud

Antonio, Bexar County, Texas, appoint Sister Antoinette Keiser, Treasurer of the

Congregation of Divine Providence, or her successor in office, 515 S.W. 24th Street, San

Antonio, Bexar County, Texas, as my agent (attorney in fact) to act for me in any lawful

way with respect to the following powers except for a power that I have crossed out

below:

TO WITHHOLD A POWER, YOU MUST CROSS OUT EACH POWER WITHHELD.

Real property transactions;

Tangible personal property transactions;

Stock and bond transactions;

Commodity and option transactions;

Banking and other financial institution transactions;

Business operating transactions;

Insurance and annuity transactions;

Estate, trust, and other beneficiary transactions;

Claims and litigation;

Benefits from social security, Medicare, Medicaid, or other governmental programs or

civil or military service;

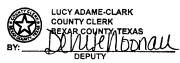
Retirement plan transactions;

Tax matters.

IF NO POWER LISTED ABOVE IS CROSSED OUT, THIS DOCUMENT SHALL BE CONSTRUED AND INTERPRETED AS A GENERAL POWER OF ATTORNEY AND MY AGENT (ATTORNEY IN FACT) SHALL HAVE THE POWER AND AUTHORITY TO PERFORM OR UNDERTAKE ANY ACTION I COULD PERFORM OR UNDERTAKE IF I WERE PERSONALLY PRESENT.

STATE OF TEXAS COUNTY OF BEXAR CERTIFIED COPY CERTIFICATE The page to which this certificate is affixed may have been lawfully altered to redact confidential personal information but is otherwise a full, true and correct copy of the original on file and of record in my office. ATTESTED:

JUL 15 2021



Page 1 of 3 Pages

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#### SPECIAL INSTRUCTIONS:

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\*Special instructions applicable to gifts (initial in front of the following sentence to have it apply):

B.C.B. I grant my agent (attorney in fact) the power to apply my property to make giffs, except that the amount of a gift to any individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

'ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

- This POWER OF ATTORNEY is not affected by my subsequent disability (A) or incapacity. This POWER OF ATTORNEY becomes effective upon my disability or
- <del>(B)</del> incepacity.

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certified in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity.

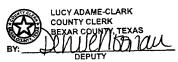
\*I agree that any third party who receives a copy of this document may act under it Revocation of a durable POWER OF ATTORNEY is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third

Page 2 of 3 Pages

STATE OF TEXAS COUNTY OF BEXAR CERTIFIED COPY CERTIFICATE The page to which this certificate is affixed may have been lawfully altered to redact confidential personal information but is otherwise a full, true and correct copy of the original on file and of record in my office. ATTESTED:

Page 9 of 111





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party for any claims that arise against the third party because of reliance on this POWER OF ATTORNEY.

\*If any agent named by me dies, becomes legally disabled, resigns, or refuses to act, I name the following as successor(s) to that agent:

STATE OF TEXAS & &

COUNTY OF BEXAR

This document was acknowledged before me on this the <u>Ilefh</u> day of <u>Jume</u>, 2002 by <u>Alma J. Bill eaud</u>.

&

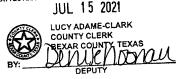
Atricia Dorud Notary Public, State of Texas

THE ATTORNEY IN FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.



Revised 1/02

STATE OF TEXAS COUNTY OF BEXAR CERTIFIED COPY CERTIFICATE The page to which this certificate is affixed may have been lawfully altered to redact confidential personal information but is otherwise a full, rule and correct copy of the original on file and of record in my office. ATTESTED:



Page 3 of 3 Pages

# LUCY ADAME-CLARK

COUNTY CLERK



BEXAR COUNTY

BEXAR COUNTY COURTHOUSE 100 DOLOROSA, SUITE 104 SAN ANTONIO, TEXAS 78205

## CERTIFICATE

STATE OF TEXAS §

COUNTY OF BEXAR§

I, LUCY ADAME-CLARK, COUNTY CLERK OF BEXAR COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, NOW IN MY LAWFUL CUSTODY AND POSSESSION AS SAME APPEARS OF RECORD FILED IN:

DOCUMENT NUMBER 20210193290 VOLUME PAGE -

THIS COPY MAY HAVE BEEN ALTERED TO REDACT CONFIDENTIAL PERSONAL INFORMATION AS REQUIRED BY TEXAS GOVERNMENT CODE 552.147.

IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE GIVEN IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ON THIS  $\frac{557}{24}$  day of  $\frac{100}{24}$  a.d., 20 21



LUCY ADAME-CLARK COUNTY CLERK BEXAR COUNTY, TEXAS

MK IDDNUU BY: DEPUTY COUNTY CLERK

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. Page 1 of 6

# Lafayette Parish Recording Page

Louis J. Perret Clerk of Court P.O. Box 2009 Lafayette, LA 70502-2009 (337) 291-6400

First VENDOR

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BILLEAUD, DENISE THERESA ESTATE

## First VENDEE

LA-STATE DEPARTMENT OF TRANSPORTATION & DEVELOPMENT						
Index Type :	CONVEYANCES	File Number : 2021-00036859				

Type of Document : CASH SALE

**Recording Pages :** 6

**Recorded Information** 

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana.

Clerk of Court

On (Recorded Date) : 08/12/2021

At (Recorded Time): 9:19:55AM



Doc ID - 043350120006



Do not Detach this Recording Page from Original Document

STATE PROJECT NO. H.002868 I-49 S: AMB CAFFERY/US 90 INTERCHANGE LAFAYETTE PARISH PARCEL NOS. 7-8, AR-7-10

## SALE

### STATE OF LOUISIANA: PARISH OF LAFAYETTE:

Page 2 of 6

For the price and on the terms and conditions hereinafter set forth, ESTATE OF DENISE THERESA BILLEAUD, (SSN: XXX-XX-1371), known in religion as SISTER DENISE BILLEAUD, whose permanent mailing address is 515 SW 24th Street, San Antonio, Texas 78207, herein being represented by Sister Patricia Regan, Independent Executrix, duly authorized by letters testamentary attached hereto and made a part hereof, being hereinafter sometimes referred to as the "Vendor", have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey and deliver under all lawful warranties and with substitution and subrogation to all of our rights and actions of warranty, unto the DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA, herein represented by Charles McBride, Real Estate Administrator of said Department of Transportation and Development, P.O. Box 94245, Baton Rouge, Louisiana 70804-9245, authorized herein by Policy and Procedure Memorandum No. 5, dated December 16, 1976, as amended and revised, issued by the Secretary of the Louisiana Department of Transportation and Development, being hereinafter referred to as the "Department", who accepts this sale on behalf of the Department of Transportation and Development, the following described property, situated in the Parish of Lafayette, Louisiana, to-wit:

# **DESCRIPTION**

One (1) certain tract or parcel of land, together with all the improvements situated thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 34, Township 10 South, Range 5 East, Southwestern Land District, Lafayette Parish, Louisiana, identified as PARCEL NO. 7-8, as shown on Sheet No. 7, of the property map for STATE PROJECT NO. H.002868, I-49 S: AMB CAFFERY/US 90 INTERCHANGE, LAFAYETTE PARISH, Route US 90, prepared by Dennis L. Gowin, Professional Land Surveyor, dated January 25, 2021, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

# PARCEL No. 7-8

From a point on the centerline of State Project No. H.002868, at Station 770+56.89, proceed N89°59'58'W a distance of 150.55 feet to the point of beginning; thence proceed S03°52'35"E a distance of 552.88 feet to a point and corner; thence proceed N09°49'51"W a distance of 287.38 feet to a point and corner; thence proceed N02°48'26"W a distance of 200.03 feet to a point and corner; thence proceed N02°48'26"W a distance of 200.03 feet to a point and corner; thence proceed S89°59'58"E a distance of 24.85 feet to the point of beginning. All of which comprises Parcel 7-8 as shown on Sheet 7 of the Right of Way Plans of State Project No. H.002868, and contains an area of 11577.1 square feet or 0.266 acres.

Being a portion of the same property Vendor acquired by Partition dated December 24, 1979, recorded January 10, 1980, instrument number 80-797 of the official records of the Lafayette Parish, Louisiana.

Concomitant with the sale and transfer of the hereinabove described property, Vendor does also grant unto the Department all rights of access, including ingress and egress, to and from the property described to wit:

# PARCEL NO. AR-7-10:

Access rights on, over and across One (1) certain tract or parcel of land situated in Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, identified as Parcel AR-7-10 as shown on Sheet No. 7 of the property map for STATE PROJECT NO. H.002868, LOUISIANA, prepared by Dennis L Gowin dated January 25, 2021 said map being attached hereto and made a part hereof, which property is more particularly described as follows:

Beginning Access Restriction at approximate Highway Survey Station 769+82.60 in Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, being the westerly required right of way line of US 90; thence proceed in a northerly direction along the westerly required right of way line of US 90 to a point at approximate Highway Survey Station 770+68.75.

This sale and conveyance is made for and in consideration of the price and sum of THIRTY-TWO THOUSAND FOUR HUNDRED SIXTEEN AND 00/100 (\$32,416.00) DOLLARS, which price the Department hereby binds and obligates itself to pay to Vendor upon the approval by the Department of Vendor's good and unencumbered title to the hereinabove described property.

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

The consideration recited herein represents full and final settlement of all claims of any kind to the full extent of the Vendor's loss, except relocation assistance claims where applicable, and specifically represents a compromise by all parties to avoid formal expropriation proceedings and the added expenses of litigation.

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

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

The Vendor acknowledges by these presents that the property hereinabove described is being acquired for the purpose of constructing a controlled access facility and that all direct access to said facility from Vendor's remaining property and from said facility to Vendor's remaining property will be limited to such access as may be provided by frontage roads, if any are constructed, and this provision shall be and remain binding upon the said Vendor, his heirs, successors and assigns forever.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged

this instrument as their free and voluntary act, in triplicate originals in the presence of the

undersigned competent witnesses, as of the	22nd day of	Jaly	, 2021.
			-

WITNESSES:

Sham Print Name

Print Name <u>Hugelina</u> tscanlle

Print Name\_ANASTASIA DOUGLAS

**IELSON** 

Print Name

ESTATE OF DENISE THERESA BILLEAUD, also known as Sister Denise Billeaud, represented by SISTER PATRICIA REGAN

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA

CHARLES MCBRIDE REAL ESTATE ADMINISTRATOR

AFFIDAVIT

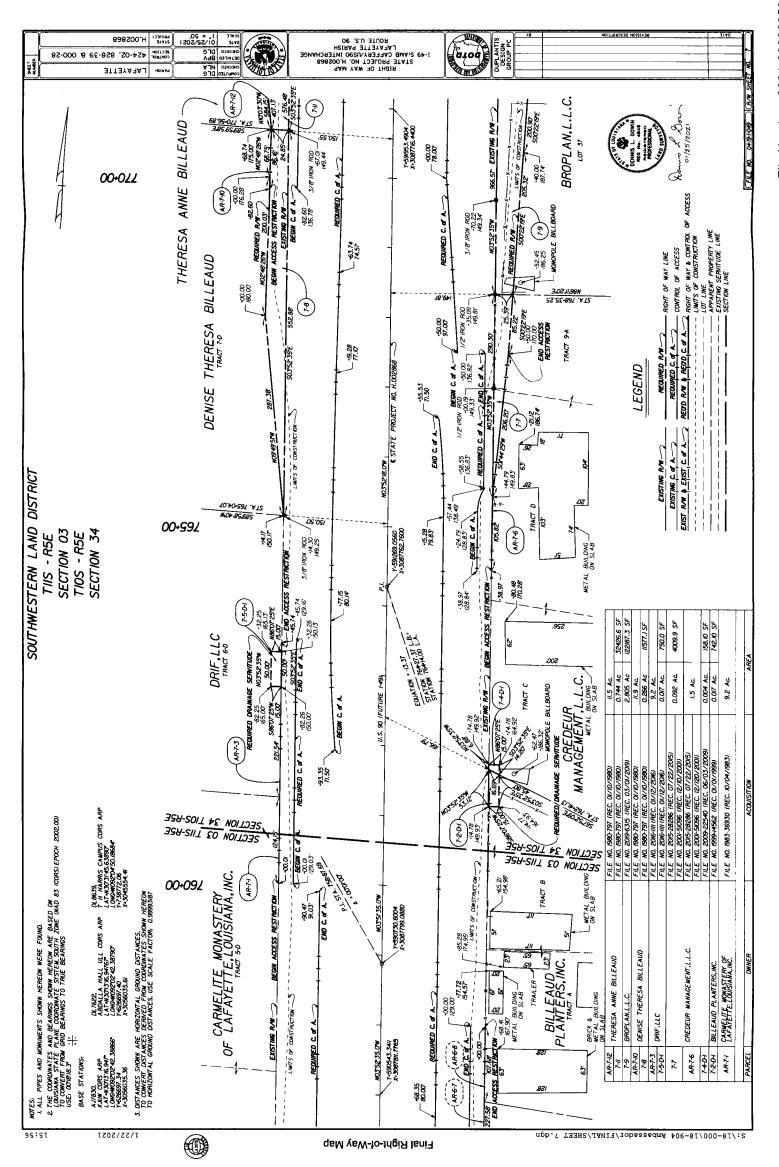
STATE OF TEXAS:

COUNTY OF BEXAR:

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid County and State, personally came and appeared SISTER PATRICIA REGAN of the full age of majority and personally known to me, Notary, who, by me having been duly sworn, declared and acknowledged: That she signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed, and acknowledged the same as her voluntary act and deed.

IN FAITH THEREOF, Appearer executed this acknowledgment in the County of Bexar, State of Texas, on this 22 Alg day of  $\sqrt{\frac{1}{2} \text{ Alg}}$ , 2021.

WIINESSES: Print Name SISTER PATRICIA Print Name Angeling 3 cam JESSICA MORA CANTERO My Notary ID # 132829224 Expires December 16, 2024



Page § හ් හි

No. 2021PC02112

In Probate Court Bexar County, Texas In Matters Probate

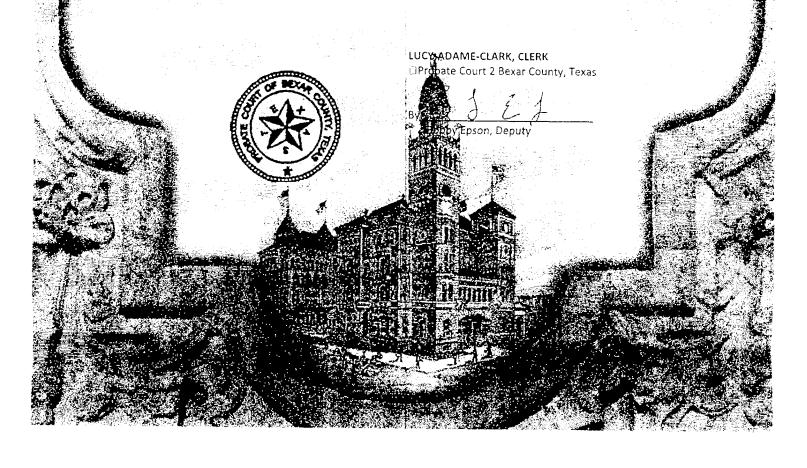
Estate of DENISE THERESA BILLEAUD, Deceased

# Letters Testamentary

The State of Texas, County of Bexar

I, LUCY ADAME-CLARK, Clerk of the Probate Court of Bexar County, Texas, DO HEREBY CERTIFY, that the Last Will and Testament of the above named deceased has been admitted to Probate and on the 16th day of July, 2021, SISTER PATRICIA REGAN qualified according to law as INDEPENDENT EXECUTRIX of the Estate of DENISE THERESA BILLEAUD, DECEASED, and that said appointment is in full force and effect.

Given under my hand and seal of office, at San Antonio, Texas on this the 19th day of July, 2021.



# Lafayette Parish Recording Page

Louis J. Perret **Clerk of Court** P.O. Box 2009 Lafayette, LA 70502-2009 (337) 291-6400

# First VENDOR

CARMELITE MONASTERY OF LAFAYETTE LA INC

# First VENDEE

LA-STATE DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

Index Type : CONVEYANCES

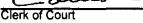
Type of Document : CASH SALE

**Recording Pages :** 8 File Number: 2021-00036858

# **Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana.

anis J Penet





On (Recorded Date) : 08/12/2021

At (Recorded Time): 9:19:26AM



Doc ID - 043350110008

Do not Detach this Recording Page from Original Document

File Number: 2021-00036858 Seq: 1

STATE PROJECT NO. H.002868 I-49 S: AMB CAFFERY / U.S. 90 INTERCHANGE LAFAYETTE PARISH PARCEL NO. AR-7-1, 11-4

SALE

# STATE OF LOUISIANA: PARISH OF LAFAYETTE:

Page 2 of 8

For the price and on the terms and conditions hereinafter set forth, CARMELITE MONASTERY OF LAFAYETTE, LA., INC., (F.I.D.::XX-XXXX/485), a Louisiana Corporation, whose present mailing address is 1250 Carmel Avenue, Lafayette, Louisiana 70501, represented herein by Shirley Anne Billeaud its President, duly authorized to act herein by resolution passed on July 22, 2021, attached hereto and made a part hereof, being hereinafter sometimes referred to as the "Vendor", have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey and deliver under all lawful warranties and with substitution and subrogation to all of her rights and actions of warranty, unto the DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA, herein represented by Charles McBride, Real Estate Administrator of said Department of Transportation and Development, P.O. Box 94245, Baton Rouge, Louisiana 70804-9245, authorized herein by Policy and Procedure Memorandum No. 5, dated December 16, 1976, as amended, issued by the Secretary of the Louisiana Department of Transportation and Development, being hereinafter referred to as the "Department", who accepts this sale on behalf of the Department of Transportation and Development and, the following described property, situated in the Parish of Lafayette, Louisiana, to-wit:

# DESCRIPTION

One (1) certain tract or parcel of land, together with all the improvements situated thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 3, Township 11 South, Range 5 East, Southwestern Land District, Lafayette Parish, Louisiana, identified as PARCEL NOS. 11-4 as shown on Sheet No. 11 and 12 of the property map for STATE PROJECT NO. H.002868, I-49 S: AMB CAFFERY/US 90 INTERCHANGE, LAFAYETTE PARISH LOUISIANA, prepared by Dennis L Gowin dated January 25, 2021, revised June 1, 2021, revised July 15, 2021, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

# PARCEL NO. 11-4:

From a point on the centerline of State Project No. H.002868 CENTERLINE AMBASSADOR CAFFERY PARKWAY, at Station 644+41.69, proceed S00°02'45"W a distance of 80.10 feet to the point of beginning; thence proceed S87°03'42"E a distance of 154.33 feet to a point and corner; thence proceed S89°55'26"E a distance of 22.20 feet to a point and corner; thence proceed S00°02'45"W a distance of 264.02 feet to a point and corner; thence proceed N58°03'42"W a distance of 207.68 feet to a point and corner; thence proceed N00°02'45"E a distance of 162.09 feet to the point of beginning. All of which comprises Parcel 11-4 as shown on Sheets 11 And 12 of the Right of Way Plans of State Project No. H.002868 CENTERLINE AMBASSADOR CAFFERY PARKWAY, and contains an area of 37482.6 square feet or 0.860 acres.

And also the southerly remainder of Vendor's property which has been determined to be uneconomic to the owner and which, for the purpose of property identification, is assigned the parcel No. UR-11-4 (which is not so identified on the right of way plans) and such remainder being described as:

# PARCEL UR-11-4

That certain parcel of ground with all improvements thereon containing 1.44 acres and situated in Section 3, Township 11 South, Range 5 East, Lafayette Parish, Louisiana, and being bounded on the North by Corne Road, on the Ethel Irene Billeaud, on the South by Broussard Plantation Inc., and on the West by Lucile Antonia Billeaud or assigns. Being known and designated as Tract 4-B of a plat of survey by Richard C. Spikes, dated May 30, 1979, attached to and part of Act 80-797 of the records of Lafayette Parish, Louisiana. LESS AND EXCEPT Parcel No. 11-4 described above.

Being the same property acquired by vendor by Act of Donation, recorded on October 4, 1983, as file number 1983-36930 in the conveyance records of Lafayette Parish, Louisiana

Concomitant with the sale and transfer of the hereinabove described property, Vendor does also grant unto the Department all rights of access, including ingress and egress, to and from the property described to wit:

# PARCEL NO. AR-7-1:

Access rights on, over and across One (1) certain tract or parcel of land situated in Section 3, Township 11 South, Range 5 East, and Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, identified as Parcel AR-7-1 as shown on Sheet No. 7 of the property map for STATE PROJECT NO. H.002868, LOUISIANA, prepared by Dennis L Gowin dated January 25, 2021 said map being attached hereto and made a part hereof, which property is more particularly described as follows:

Beginning Access Restriction at approximate Highway Survey Station 760+00.01 at vendor's southeastern property corner along the Vendor's eastern property line in Sections 3, Township 11 South, Range 5 East, and Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, being the westerly existing right of way line of U.S. Highway 90; thence proceed in a northerly direction along the westerly existing right of way line of U.S. Highway 90 to the end of Access Restriction at approximate Highway Survey Station 761+24.16.

This sale and conveyance is made for and in consideration of the price and sum of THREE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED NINETY-FIVE AND NO/100 DOLLARS (\$313,895.00), which price the Department hereby binds and obligates itself to pay to Vendor upon the approval by the Department of Vendor's good and unencumbered title to the hereinabove described property.

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

The consideration recited herein represents full and final settlement of all claims of any kind to the full extent of the Vendors' loss, except relocation assistance claims where applicable, and specifically represents a compromise by all parties to avoid formal expropriation proceedings and the added expenses of litigation.

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

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

The Vendor acknowledges by these presents that the property hereinabove described is being acquired for the purpose of constructing a controlled access facility and that all direct access to said facility from Vendor's remaining property and from said facility to Vendor's remaining property will be limited to such access as may be provided by frontage roads, if any are constructed, and this provision shall be and remain binding upon the said Vendor, his heirs, successors and assigns forever.

Page 4 of 8 .

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, as of the 350 day of 310\_\_, 2021. WITNESSES:

CHIARCUI FEXE Print Name KC

NASTASIA DOUGLAS Print Name

ANA RAQUEL NELSON

Print Name

CARMELITE MONASTERY OF LAFAYETTE, LA., INC.

we Billecut

By: Shirley Anne Billeaud Its: President

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA

**REAL ESTATE ADMINISTRATOR** 

AFFIDAVIT

STATE OF LOUISIANA:

# PARISH OF EAST BATON ROUGE:

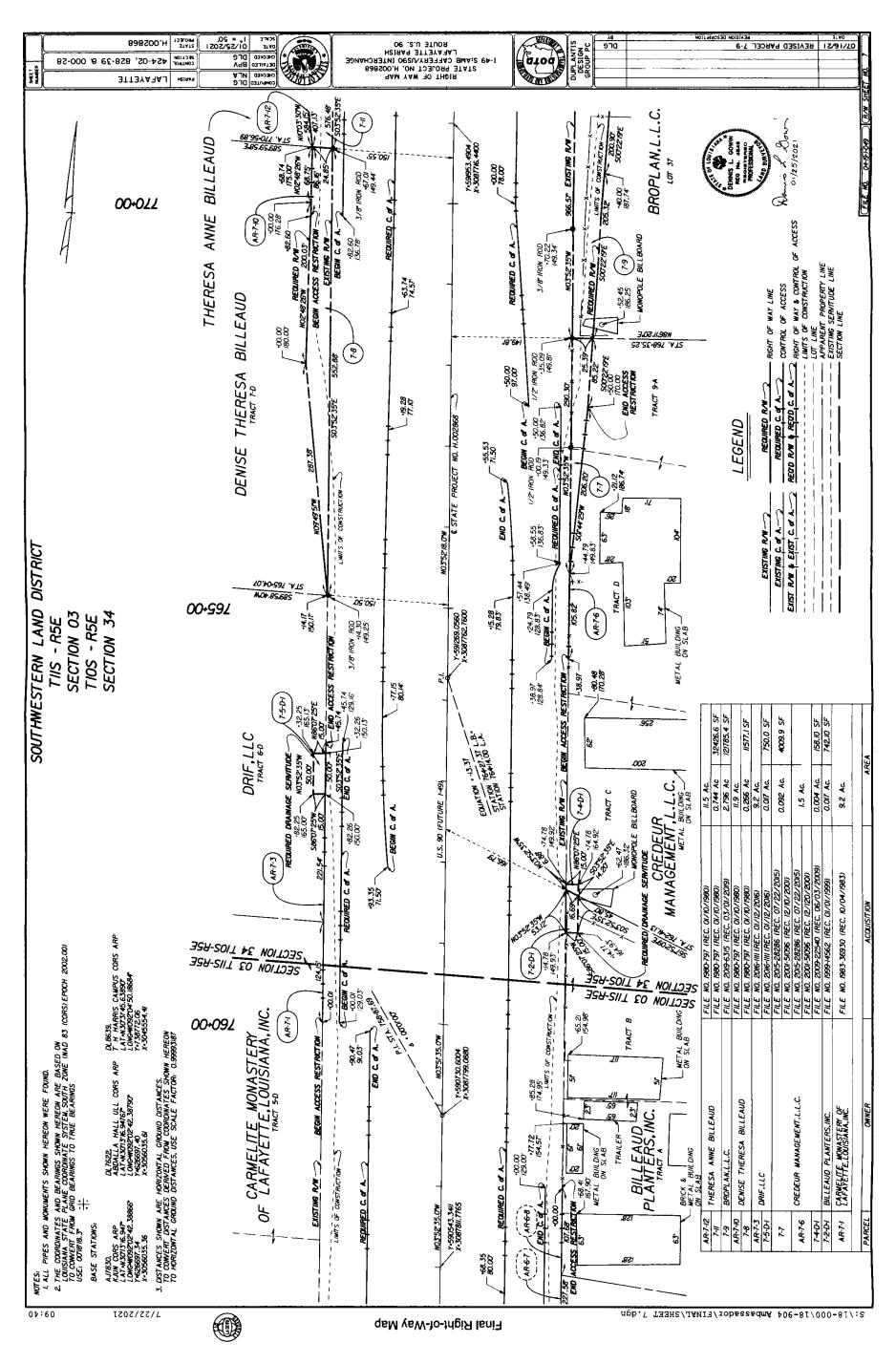
BEFORE ME, the undersigned authority this day personally appeared CASEY RYAN ROZAS, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows Shirley Anne Billeaud, who executed the same and saw her sign the same as her voluntary act and deed, and that he, the said CASEY RYAN ROZAS, subscribed his name to the same at the same time as an attesting witness.

A R



SWORN TO and subscribed before me, this <u>28th</u> day of <u>July</u>, 2021.

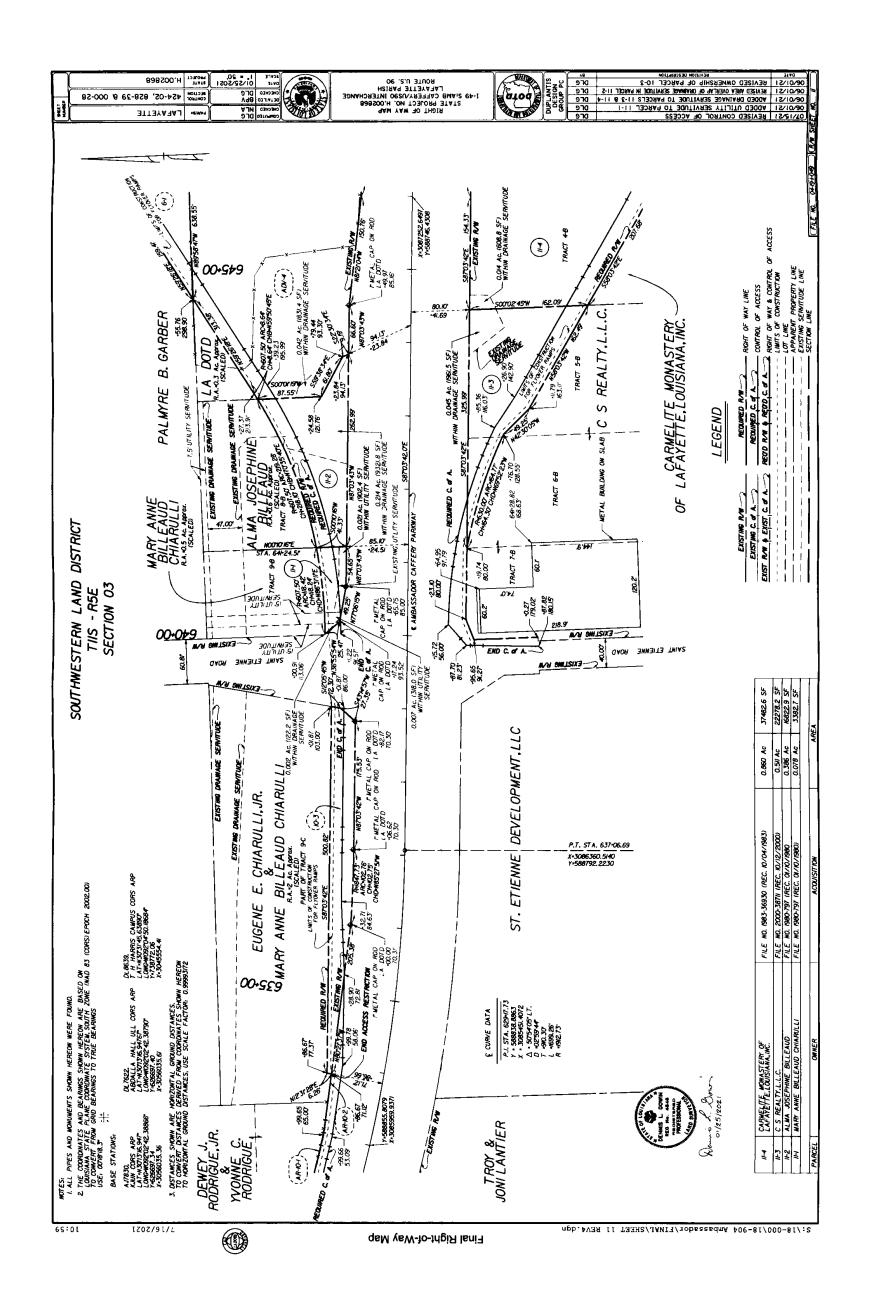
A. RICHARD EX-OFFICIO NOTARY ID# 131776 DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT STATE OF LOUISIANA

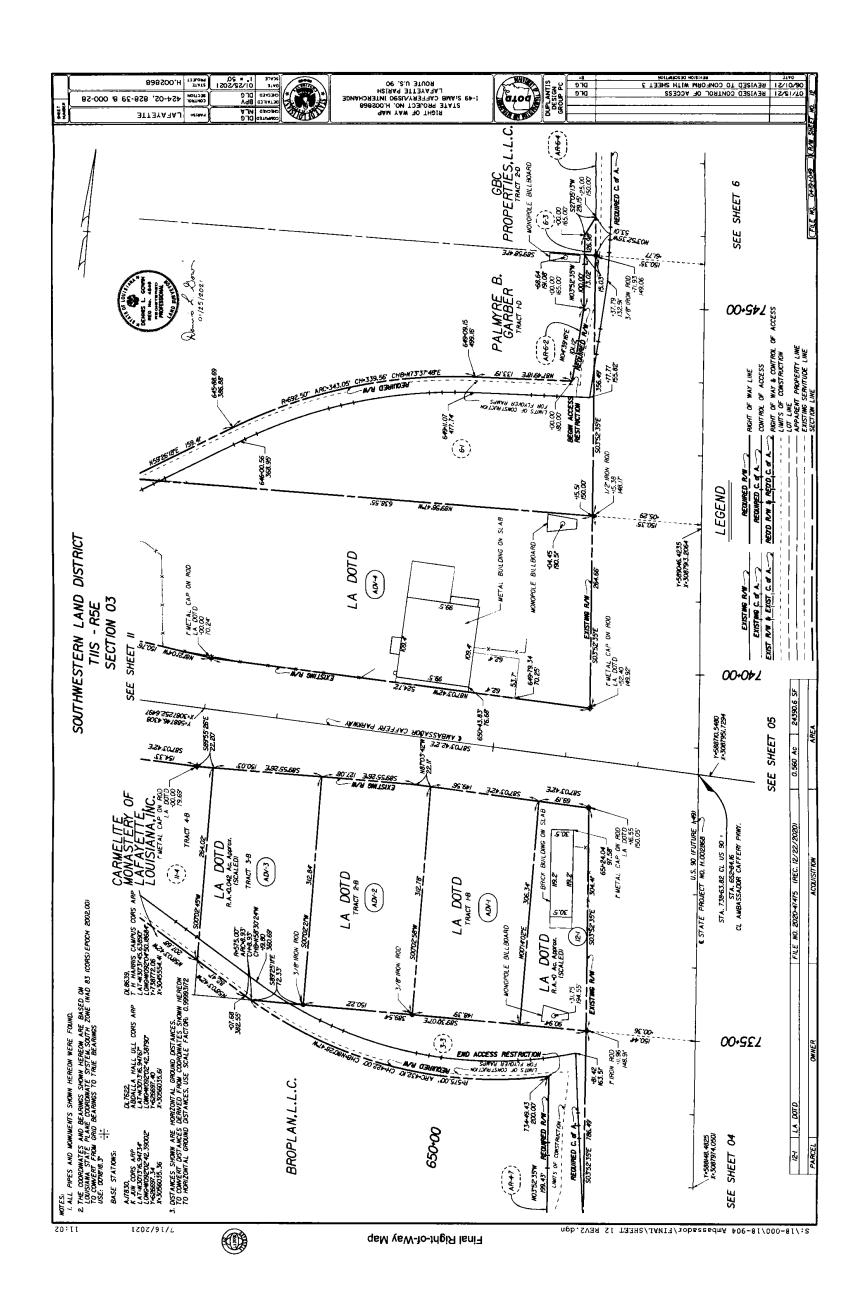




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Page & of 8

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# RESOLUTION

A special meeting of the Board of Directors of Carmelite Monastery of Lafayette, Inc. was held on July 22, 2021, at the office of the corporation. All directors were present and waived notice of the meeting. After being duly moved and seconded, the following resolution was unanimously adopted:

"Shirley Anne Billeaud, President, is hereby authorized and empowered, on behalf of the corporation, to execute any and all documents necessary to sell to the Department of Transportation and Development of the State of Louisiana all of the corporation's remaining interest in Tract 4-B, as described in Act of Partition under Act 80-797 of the records of Lafayette Parish, Louisiana, as well as restriction of access rights to tract 4D and/or 5D of that same partition. The terms and conditions of the sale is left to the sole and absolute discretion of the President."

SHIRLEY ANNE BILLEAUD

SHIRLEY ANNE BILLEAUD PRESIDENT

I certify that the above is a true and correct copy of a resolution that was passed by the Board of Directors of Carmelite Monastery of Lafayette Louisiana, Inc. of July 22, 2021.

Thuông 7 Hoang THUONG T. HOANG SECRETARY.

File Number: 2021-00036858 Seq: 8

# Lafayette Parish Recording Page

Louis J. Perret **Clerk of Court** P.O. Box 2009 Lafayette, LA 70502-2009 (337) 291-6400

**First VENDOR** 

BILLEAUD, ALMA JOSEPHINE

### **First VENDEE**

BROUSSARD CITY OF

Index Type : CONVEYANCES

Type of Document : DONATION

**Recording Pages :** 

8

**Recorded Information** 

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

oricourt Genet

File Number: 2015-00043254

On (Recorded Date) : 11/03/2015

At (Recorded Time): 4:01:28PM



Doc ID - 038916740008



#### STATE OF LOUISIANA

#### PARISH OF LAFAYETTE

#### DONATION OF ROAD RIGHT-OF-WAY AND UTILITY SERVITUDE

BE IT KNOWN that on the dates stated below,

Before the undersigned Notaries Public, and in the presence of the undersigned witnesses;

PERSONALLY CAME AND APPEARED, SISTER ALMA JOSEPHINE BILLEAUD, whose mailing address is 515 Southwest 24th Street; San Antonio, TX; 78207, (hereinafter referred to as "DONOR"), who declared that in consideration of the work being carried on for the benefit of the public and in conjunction with the future development of St. Etienne Road corridor, and under the covenants, warranties, conditions, stipulations and mutual agreements set forth in this document, Donor does hereby irrevocably give, grant, donate, confirm, transfer and deliver, inter vivos, unto the CITY OF BROUSSARD, Lafayette Parish, Louisiana, its contractors, subcontractors, employees and assigns, represented herein by Charles E. Langlinais, Mayor, (hereinafter referred to as "DONEE"), duly authorized to act on behalf of Donee, who does hereby accept and dedicate such donation to the public for the establishment and maintenance of a road right-ofway servitude and a fifteen (15') foot additional utility servitude (the "UTILITY SERVITUDE") in Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana as depicted as Tracts "9-D" and "3-C" on plats of survey prepared by Douglas A. Domingue, Registered Professional Land Surveyor, attached as Exhibits "A" and "B". Specific reference is made to Exhibits "A" and "B" for all exact locations, dimensions and extent of the servitudes granted herein.

This perpetual and exclusive grant and dedication of the Road Right-of-Way and perpetual grant of the Utility Servitude is conditioned upon Donee assuming the obligation of maintaining and policing the Utility Servitude and shall be effective only upon acceptance by the Donee of this grant and dedication under the terms, covenants and conditions above recited. It is the intent of Donee to insure the orderly and least burdensome development along the entire St. Etienne Road corridor, including the Donor property, and to foster full availability of utilities for landowners including Donor, its successors and assigns. The Utility Servitude will allow Donee to orderly develop, maintain and manage utilities on the Donor property in a manner that

will minimize construction damages and enhance the value of property subject to the utility servitude through readily available and well-managed utilities for landowner usage.

It is specifically understood by Donor and Donee that this is a donation for the purposes of building and widening of St. Etienne Road and installing of water, sewer and/or electrical services at no cost to the Donor herein. Further, it is understood that the donation of servitudes by Donor to Donee is not a fee title conveyance, and that any third party purchaser/developer acquiring fee simple title to Donor's property shall be required to purchase all of the fee simple interest of Donor to the centerline and/or to the original western property line of the L.M. Billeaud Estate.

The utility servitude hereby donated is estimated by Donor to have a value of TWELVE DOLLARS AND NO/100 (\$12.00) per square foot.

As required by the Donee's utility permit ordinance, any third party utility provider shall (as one of the conditions of permit) cause the slotted assignment of the Utility Servitude to be properly manned, constructed in place and kept on file in the records of the City of Broussard.

- Donor shall retain all oil, gas and mineral rights in, on and under the Utility Servitude.
- (2) Donor shall not construct nor permit any permanent structure or obstruction on or over the Utility Servitude that will interfere with the construction, improvement, maintenance and inspection of utilities under, on or over the Utility Servitude.
- (3) Donor will have the right to construct driveways, sidewalks and parking areas over the Utility Servitude, providing that no damage is done to overhead or underground facilities during construction or use of improvements located on the Utility Servitude. It is further understood and agreed upon between the parties that in the event Donee or its assigns require future access to their underground or overhead facilities for maintenance or upgrade work, that no liability to Donor will be incurred if Donee, or Donee's permitees or assigns, is required to damage Donor's improvements located on the Utility Servitude to perform such maintenance or

upgrade work.

- (4) Donee, its contractors, subcontractors, employees, permitees and assigns, shall have reasonable rights of ingress and egress over and across that portion of Donor's property encumbered by the Utility Servitude, and all other reasonable rights and privileges necessary and convenient for the full use and enjoyment of the Utility Servitude, including the right to temporarily utilize Donor property, if required, during construction, improvement, maintenance and inspection of facilities on, above or below the Utility Servitude, including, but not limited to, maintenance of overhead electrical facilities and trimming/removal of tree branches when necessary to protect facilities.
- (5) After completion of any construction, maintenance or any other activity, Donee will restore Donor's property, including the portion subject to the Utility Servitude to as near its original condition as practical.
- (6) Donee further agrees to hold Donor free and harmless and to indemnify Donor from any and all claims for damages arising out of the construction, maintenance, operation, use, occupancy of, and access across and over Donor's property to and from the Utility Servitude by Donee, its employees, or by any third parties acquiring their rights through Donee.
- (7) This Road Right-of-Way and Utility Servitude are granted subject to any and all existing servitudes, easements, leases, etc., of record bearing on the Donor's property and particularly to and Utility Servitude.
- (8) Donor specifically grants to Donee the right to assign the rights herein granted in whole or in part, and the same should be divisible among two or more owners, as to any right or rights created hereunder, vesting in such assignee the ownership of one or more or a portion of the Utility Servitude hereinabove granted, with Donee's rights of ingress and egress for the maintenance, repair,

operation, replacement, removal of facilities. Donee, in its discretion, may negotiate with third-party utility providers and will assign specific utility corridors to each, and will monitor their construction activities within the Utility Servitude.

Any notice or other communication given under or with respect to (9) this donation by Donor to Donee shall be given by registered or certified mail or telecopy addressed to Donee at:

> City of Broussard 310 E. Main St. Broussard, LA; 70518 Fax 337-837-8121

Any such notice by Donee to Donor shall be given by registered or certified mail or telecopy addressed to Donor at the following address:

> Sister Alma Josephine Billeaud 515 Southwest 24th Street San Antonio, TX; 78207

THUS DONE AND PASSED by Donor in San Antonio on the 3/ day of

October, 2015 in the presence of the undersigned Notary and witnesses.

WITNESSES:

DONOR:

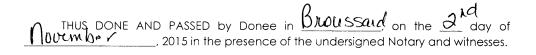
Sign: Aita Patricia Regan BY: Lister alma Josephing Billeaud Print: Sister Patricia Regan

Sign: Justic Rose Maine Milig Print: Sicter Buc Marie Uhlig



Frontinue May unbiendes NOTARY PUBLIC Print: Florentine Mazurkiewicz No.

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#### WITNESSES:

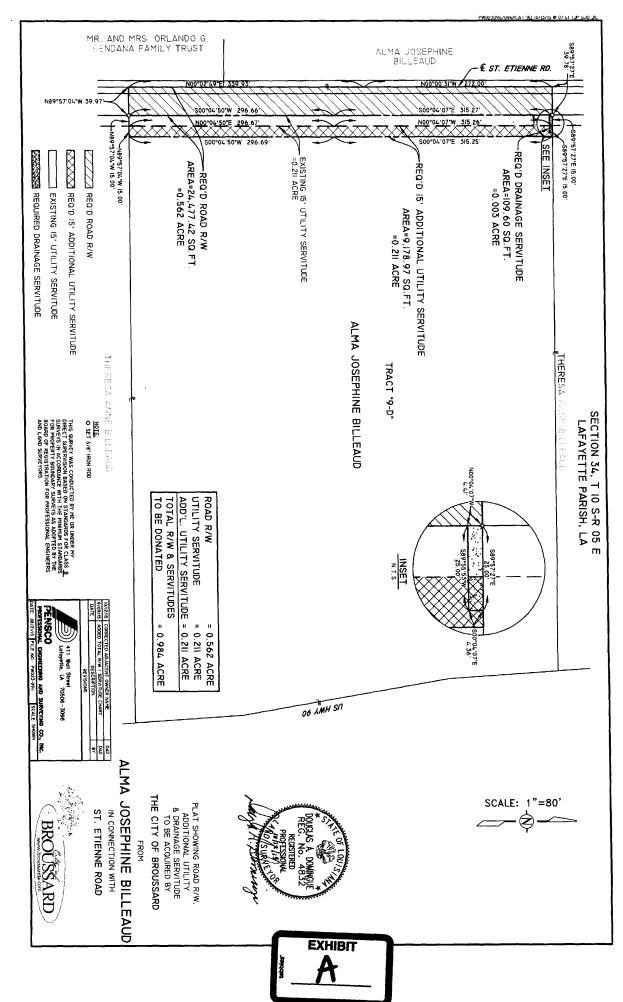
DONEE: CITY OF BROUSSARD, LOUISIANA

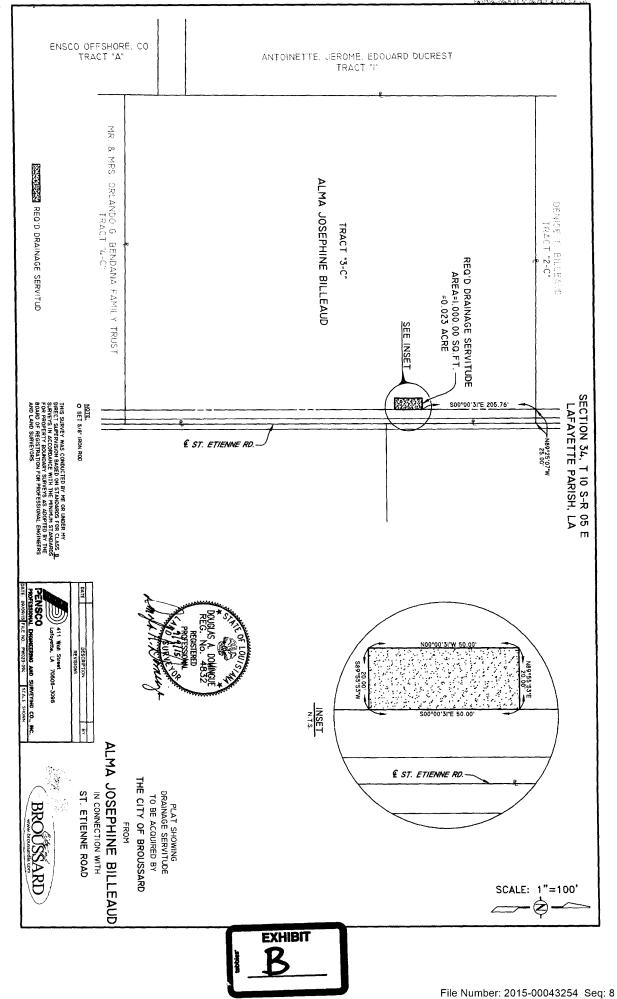
sign: Darah Hebert Print: Sarah Hebert

By: CHARLES E. LANGLINAIS, MAYOR

Sign: Odutte Forbes Print: Odette Forbes

Cepthia Castie a NOTARY PUBLIC Print: Cynthia Castille No. 90649





Page 1 of 8

Lafayette	Parish Recording Page
Lat	Louis J. Perret Clerk of Court P.O. Box 2009 fayette, LA 70502-2009 (337) 291-6400
First VENDOR BILLEAUD, DENISE THERESA	
First VENDEE BROUSSARD CITY OF	
BROUSSARD CITTOF	
Index Type : CONVEYANCES	File Number : 2015-00043249
Type of Document : DONATION	
Recording Pages : 8	
Re	corded Information
I hereby certify that the attached document was filed Lafayette Parish, Louisiana	for registry and recorded in the Clerk of Court's office for
	Clerk of Court
On (Recorded Date) : 11/03/2015	
At (Recorded Time): 3:57:42PM	

Doc ID - 038916690008

Do not Detach this Recording Page from Original Document

File Number: 2015-00043249 Seq: 1

# STATE OF LOUISIANA

### PARISH OF LAFAYETTE

#### DONATION OF ROAD RIGHT-OF-WAY AND UTILITY SERVITUDE

BE IT KNOWN that on the dates stated below,

Before the undersigned Notaries Public, and in the presence of the undersigned witnesses;

PERSONALLY CAME AND APPEARED, SISTER DENISE THERESA BILLEAUD, whose mailing address is 515 SW 24th Street; San Antonio, TX; 78207, (hereinafter referred to as "DONOR"), who declared that in consideration of the work being carried on for the benefit of the public and in conjunction with the future development of St. Etienne Road corridor, and under the covenants, warranties, conditions, stipulations and mutual agreements set forth in this document, Donor does hereby irrevocably give, grant, donate, confirm, transfer and deliver, inter vivos, unto the CITY OF BROUSSARD, Lafayette Parish, Louisiana, its contractors, subcontractors, employees and assigns, represented herein by Charles E. Langlinais, Mayor, (hereinafter referred to as "DONEE"), duly authorized to act on behalf of Donee, who does hereby accept and dedicate such donation to the public for the establishment and maintenance of a road right-ofway servitude and a fifteen (15') foot additional utility servitude (the "UTILITY SERVITUDE") in Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana as depicted as Tract "7-D" on plat of survey prepared by Douglas A. Domingue, Registered Professional Land Surveyor, attached as Exhibit "A" and as Tract "2-C" on plat of survey prepared by Douglas A. Domingue, Registered Professional Land Surveyor, attached as Exhibit "B". Specific reference is made to Exhibits "A" and "B" for all exact locations, dimensions and extent of the servitudes granted herein.

This perpetual and exclusive grant and dedication of the Road Right-of-Way and perpetual grant of the Utility Servitude is conditioned upon Donee assuming the obligation of maintaining and policing the Utility Servitude and shall be effective only upon acceptance by the Donee of this grant and dedication under the terms, covenants and conditions above recited. It is the intent of Donee to insure the orderly and least burdensome development along the entire St. Etienne Road corridor, including the Donor property, and to foster full availability of utilities for landowners including Donor, its successors and assigns. The Utility Servitude will allow Donee to

1

File Number: 2015-00043249 Seq: 2

orderly develop, maintain and manage utilities on the Donor property in a manner that will minimize construction damages and enhance the value of property subject to the utility servitude through readily available and well-managed utilities for landowner usage.

It is specifically understood by Donor and Donee that this is a donation for the purposes of building and widening of St. Etienne Road and installing of water, sewer and/or electrical services at no cost to the Donor herein. Further, it is understood that the donation of servitudes by Donor to Donee is not a fee title conveyance, and that any third party purchaser/developer acquiring fee simple title to Donor's property shall be required to purchase all of the fee simple interest of Donor to the centerline and/or to the original western property line of the L.M. Billeaud Estate.

The utility servitude hereby donated is estimated by Donor to have a value of TWELVE DOLLARS AND NO/100 (\$12.00) per square foot.

As required by the Donee's utility permit ordinance, any third party utility provider shall (as one of the conditions of permit) cause the slotted-assignment of the Utility Servitude to be properly manned, constructed in place and kept on file in the records of the City of Broussard.

- Donor shall retain all oil, gas and mineral rights in, on and under the Utility Servitude.
- (2) Donor shall not construct nor permit any permanent structure or obstruction on or over the Utility Servitude that will interfere with the construction, improvement, maintenance and inspection of utilities under, on or over the Utility Servitude.
- (3) Donor will have the right to construct driveways, sidewalks and parking areas over the Utility Servitude, providing that no damage is done to overhead or underground facilities during construction or use of improvements located on the Utility Servitude. It is further understood and agreed upon between the parties that in the event Donee or its assigns require future access to their underground or overhead facilities for maintenance or upgrade work, that no liability to Donor will be incurred if Donee, or Donee's permitees or assigns, is required to damage Donor's improvements

located on the Utility Servitude to perform such maintenance or upgrade work.

- (4) Donee, its contractors, subcontractors, employees, permitees and assigns, shall have reasonable rights of ingress and egress over and across that portion of Donor's property encumbered by the Utility Servitude, and all other reasonable rights and privileges necessary and convenient for the full use and enjoyment of the Utility Servitude, including the right to temporarily utilize Donor property, if required, during construction, improvement, maintenance and inspection of facilities on, above or below the Utility Servitude, including, but not limited to, maintenance of overhead electrical facilities and trimming/removal of tree branches when necessary to protect facilities.
- (5) After completion of any construction, maintenance or any other activity, Donee will restore Donor's property, including the portion subject to the Utility Servitude to as near its original condition as practical.
- (6) Donee further agrees to hold Donor free and harmless and to indemnify Donor from any and all claims for damages arising out of the construction, maintenance, operation, use, occupancy of, and access across and over Donor's property to and from the Utility Servitude by Donee, its employees, or by any third parties acquiring their rights through Donee.
- (7) This Road Right-of-Way and Utility Servitude are granted subject to any and all existing servitudes, easements, leases, etc., of record bearing on the Donor's property and particularly to and Utility Servitude.
- (8) Donor specifically grants to Donee the right to assign the rights herein granted in whole or in part, and the same should be divisible among two or more owners, as to any right or rights created hereunder, vesting in such assignee the ownership of one or more or a portion of the Utility Servitude hereinabove granted, with

Donee's rights of ingress and egress for the maintenance, repair, operation, replacement, removal of facilities. Donee, in its discretion, may negotiate with third-party utility providers and will assign specific utility corridors to each, and will monitor their construction activities within the Utility Servitude.

(9) Any notice or other communication given under or with respect to this donation by Donor to Donee shall be given by registered or certified mail or telecopy addressed to Donee at:

> City of Broussard 310 E. Main St. Broussard, LA; 70518 Fax 337-837-8121

Any such notice by Donee to Donor shall be given by registered or certified mail or telecopy addressed to Donor at the following address:

> Denise Theresa Billeaud 515 SW 24th Street San Antonio, TX; 78207

THUS DONE AND PASSED by Donor in San antinio Thon the 21 day of Catulate , 2015 in the presence of the undersigned Notary and witnesses.

WITNESSES:

# **DONOR:**

Sign: Asta Patricia Regan BY: Acity Wine Therese Billeand Print: Sista Patricia Regan SISTER DENISE THERESA BILLEAUD

Sign: Luter Rose Man Uhling Print: Sister Rose MARIE URING

FLORENTINE MAZURKIEWICZ COMMISSION EXPIRES February 24, 2018

Fint: Florentine Mazurkichicz

.

,

THUS DONE AND PASSED by Donee in  $\underline{Broussard}$ , on the  $\underline{\partial}^{d}$  day of  $\underline{OVCMb^{o}}$ , 2015 in the presence of the undersigned Notary and witnesses.

# WITNESSES:

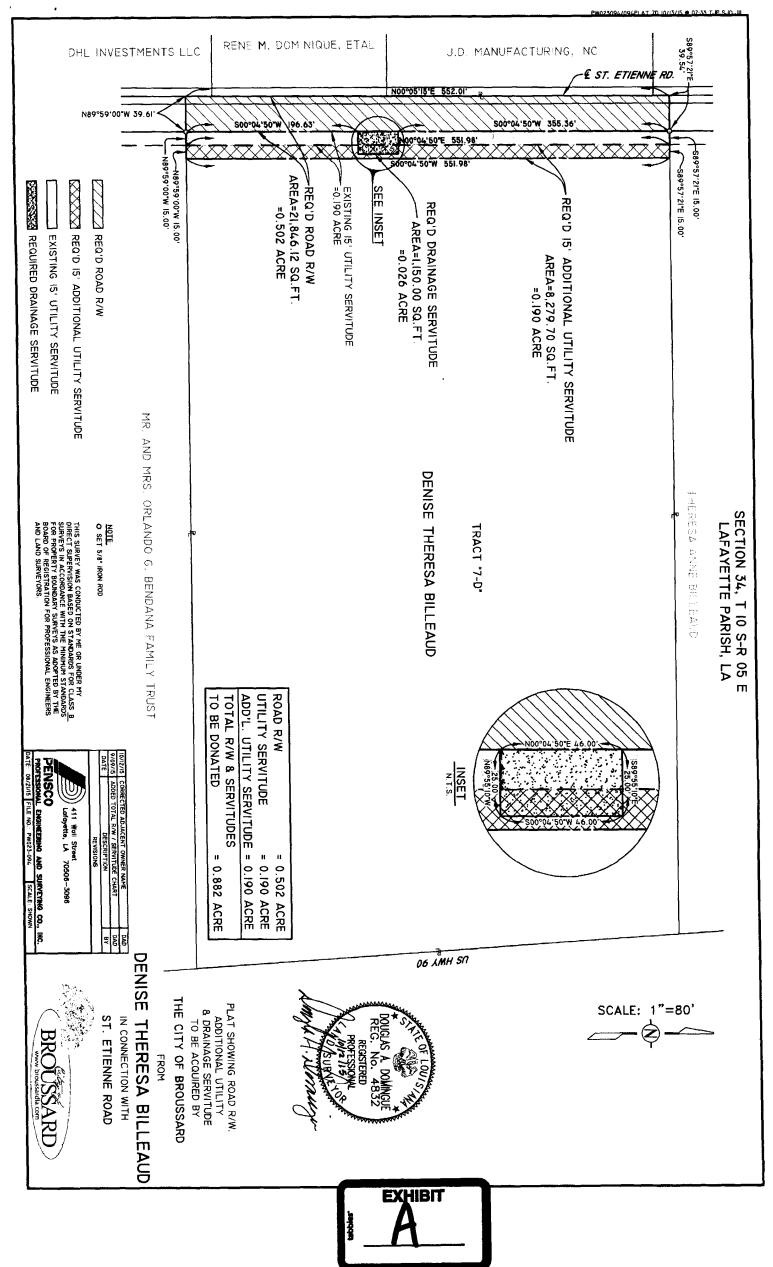
DONEE: CITY OF BROUSSARD, LOUISIANA

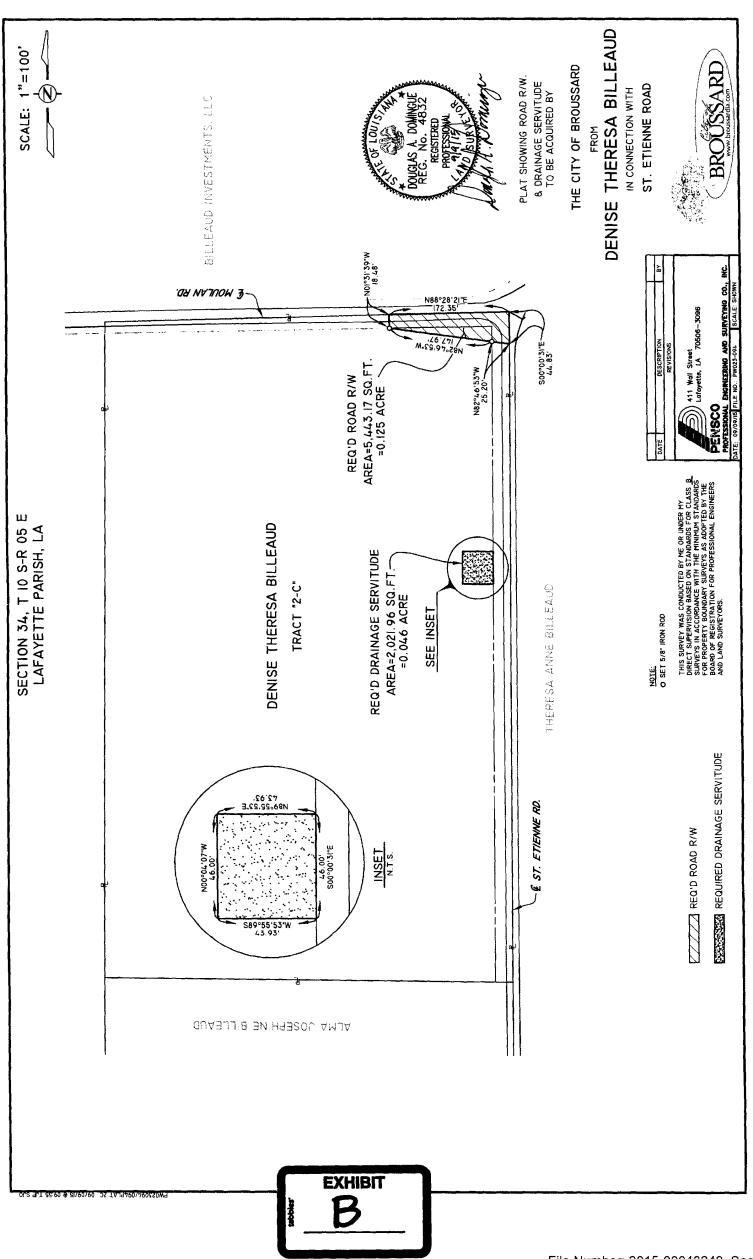
sign: <u>Jarah Hebert</u> Print: Sarah Hebert

By: CHARLES E./LANGLINAIS, MAYOR

sign: Olette forbur Print: Odette Forbes

lle Print: ( No. 649





# Lafayette Parish Recording Page

Louis J. Perret Clerk of Court 800 South Buchanan P.O. Box 2009 Lafayette, LA 70502-2009 (337) 291-6400

First VENDOR

BILLEAUD, ALMA JOSEPHINE

### First VENDEE

SHELL PIPELINE CO LP

Index Type : Conveyances

File Number : 2014-00005355

Type of Document : Servitude

Recording Pages :

6

# **Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

Clerk of Court

On (Recorded Date) : 02/12/2014

At (Recorded Time) : 2:41:33PM



Doc ID - 037314150006



Do not Detach this Recording Page from Original Document

#### STATE OF LOUISIANA

age 2 of 6 Vage 2 of 6

#### PARISH OF LAFAYETTE

In consideration of One Hundred Dollars (\$100.00) received and other valuable consideration: Alma Josephine Billeaud, a single female, known by the religious name of Sister Antoinette Billeaud whose mailing address is 515 SW 24<sup>th</sup> Street, San Antonio, TX 78207 ("Owner"), whether one or more, grants, sells and conveys to Shell Pipeline Company LP, a Delaware limited partnership ("Shell"), Two Shell Plaza, P.O. Box 2648, Houston, Texas 77252, its successors and assigns, the following rights and servitudes:

(1) The right at any time to lay, construct, operate, inspect, test, maintain, repair, renew, relocate, replace, substitute, change the size of, upgrade, alter, mark, protect, and remove or abandon in place a pipeline and appurtenances, equipment and facilities, either above or below ground, useful or incidental to or for the operation, maintenance or protection thereof (including but not limited to electrical cables buried in the permanent servitude, air patrol markers, valves, test leads and corrosion control equipment) for the transportation of liquids, gases, solids or mixtures thereof, at a location to be selected by Shell in, on, over, under, across and through the following described land ("the land") in Lafayette Parish, Louisiana:

A tract of land containing 12.20 acres, more or less, situated in Section 34, Township 10 South, Range 5 East, Lafayette Parish Louisiana, more particularly described in that Act of Partition, dated December 20, 1979 and recorded under Entry Number 1980-000797 of the conveyance records of the Office of Clerk of Court, Lafayette Parish, Louisiana; reference to which is hereby made for all purposes.

The proposed location of the permanent servitude is depicted in Drawing No. SA-92844 attached hereto as Exhibit "A" and made a part hereof, and the pipeline will be located within the permanent servitude, which shall be fifty feet (50') wide.

(2) The right of ingress and egress in, on, over, across and through the land, and any adjoining lands owned by Owner, for any and all purposes convenient to the exercise of the rights and servitudes herein granted.

(3) The right during construction to use temporary workspace, as depicted on the attached Exhibit "A" along the permanent servitude, together with the right to use additional temporary workspace adjacent to all roads, railroads, levees, ravines and waterways as needed during the exercise of any of the rights and servitudes herein granted.

Owner reserves the right to use the land except as such use may unreasonably interfere with the enjoyment of the rights and servitudes herein granted, but Owner will not construct or permit any buildings, structures, lakes or ponds, roads or works or obstructions; nor shall Owner operate heavy machinery or equipment, or plant trees or shrubs, drill, excavate or fill within the permanent servitude.

The pipeline to be laid and constructed under this grant shall be located at a depth of at least forty-eight inches (48") below the surface of the ground as it exists at the time of the

commencement of the laying and construction of the pipeline across the land and upon completion of the construction of the pipeline. In wetland areas, Shell shall only be obligated to backfill the ditch in which the pipeline is laid with whatever excess excavated spoil is available at the site for backfill. Shell shall pay for any damages to growing crops, fences, buildings and marketable timber on the land caused by Shell's construction operations, but after the completion of the laying and construction of said pipeline, Shell shall have the right from time to time to cut or remove all trees, underbrush and other obstructions on or within the servitude and Shell shall not be liable for damages caused by keeping the permanent servitude clear of trees, undergrowth, brush and other obstructions.

The consideration this day paid by Shell to Owner is accepted by Owner in full payment, settlement and satisfaction for servitude, temporary and permanent, for the right to the use of temporary working space and for all severance damages. If the land is currently used for the cultivation of agricultural crops, Shell shall make a separate payment to Owner or its lessee to compensate for damage to such crops upon completion of construction of the pipeline.

Shell shall indemnify, defend and hold harmless Owner against all claims, suits, liabilities and expenses on account of injury or death of persons or damage to property resulting from its exercise of the rights herein granted. This agreement to indemnify, defend, and hold harmless Owner includes Owner's successors and assigns from and against any and all claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, defects in title, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorney's fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, any condition caused by Shell or any activity carried on or undertaken on or off the premises by Shell or any employees, agents, invitees, contractors or subcontractors of Shell, related to the use, handling, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal, migration, flow, and/or presence of hazardous substances or other materials at any time located, transported, migrated, flowed or present on, under, from, to, or about the premises as a result of Shell's activities hereunder.

Owner certifies under penalties of perjury that Owner is not a foreign person, is the owner of the land and has the right, title and capacity to grant the rights and servitudes herein granted. In the event the undersigned Owner owns less than the entire and undivided interest in the land, then the amount of the consideration paid shall be paid in proportion to the right, title and interest of the undersigned Owner.

This instrument may be executed in several counterparts, and any such counterpart shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event the undersigned Owner owns less than the entire and undivided interest in the land, then the amount of the consideration stated herein shall be paid in proportion to the right, title and interest of the undersigned Owner.

The covenants and obligations of this servitude shall run with the land and the rights and servitudes herein granted may be leased or assigned, together or separately and in whole or in part.

Page 4 of 6 Page 4 of 6 . . . . . . .

# EXECUTED February 6, 2014.

WITNESSES:

Printed Name: <u>e, bert O. Derise</u>

Ruse Marie Uklig Printed Name: \_\_\_\_\_ Rose Marie Uklig

OWNER(S):

<u>Alma fourpling</u> <u>Billand</u> Alma Josephine Billeaud a/k/a Sister

Antoinette Billeaud

#### PROOF OF SIGNATURE BY WITNESS

#### STATE OF LOUISIANA

age 5 of 6 Page 5 of 6

PARISH OF LAFAYETTE

 
 BEFORE
 ME, the undersigned authority, on this day personally came and appeared ROBERT D. DERISE

 to me to be the person(s) whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, on his/her oath says: That he/she personally knows
 ALMA JOSEPHINE BILLEAUD

as an attesting witness, along with the other subscribing witness.

Affiant

Sworn to and subscribed before me this 12 day of FEBRUARY , 2014.

Jenna Laird Leger, Notary Public Tensas Parish, Louisiana Statewide Jurisdiction \_\_\_Parish, Louisiana Notary Public in and for \_\_\_\_\_\_AFACETTE Commission No. 86988 My Commission Is For Life

#### INDIVIDUAL ACKNOWLEDGMENT

\*

STATE OF LOUISIANA

PARISH OF

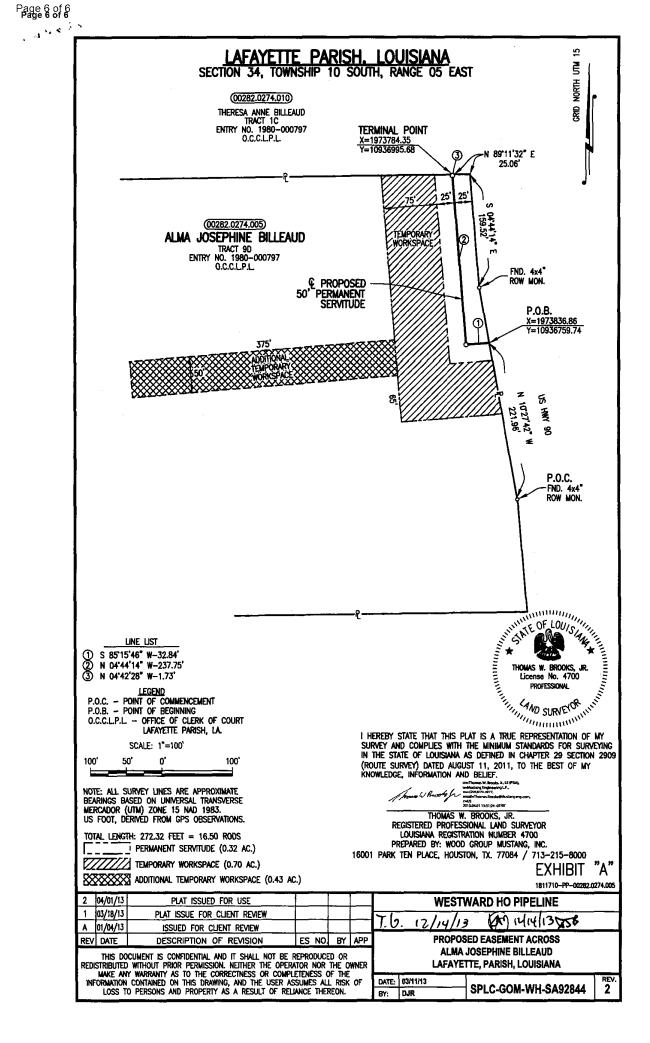
BEFORE ME, the undersigned Notary Public, on this day personally appeared

, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_.

Notary Public in and for \_\_\_\_\_\_ Parish, Louisiana

When Recorded, Return to SHELL PIPELINE COMPANY LP P. O. Box 2648 Houston, Texas 77252



# Lafayette Parish Recording Page

Louis J. Perret Clerk of Court PO Box 2009 800 South Buchanan Lafayette, LA 70502 (337) 291-6400

First VENDOR

CARMELITE MONASTERY OF LAFAYETTE LA INC

6

### First VENDEE

BROUSSARD CITY OF

\_\_\_\_

Index Type : Conveyances Type of Document : Donation File Number : 2010-00035070

Recording Pages :

# **Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

Lauis J Penet

On (Recorded Date) : 08/31/2010

At (Recorded Time) : 9:52:10:000 AM



Doc ID - 030273850006



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Page 2 of 6
Page 2 of 6
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# STATE OF LOUISIANA

# **PARISH OF Lafayette**

# **DONATION OF UTILITY SERVITUDE**

BE IT KNOWN that on the dates stated below,

Before the undersigned Notaries Public, and in the presence of the undersigned witnesses;

**PERSONALLY CAME AND APPEARED**, <u>Carmelite Monastery of Lafayette, LA Inc.</u>, appearing herein through its duty authorized agent (hereinafter referred to as "DONOR"), who declared that in consideration of the work being carried on for the benefit of the public and in conjunction with the construction of Ambassador Caffery Parkway South, and under the covenants, warranties, conditions, stipulations and mutual agreements set forth in this document, <u>Carmelite Monastery of Lafayette, LA, Inc.</u> does hereby irrevocably give, grant, donate, confirm, transfer and deliver, inter vivos, unto the CITY OF BROUSSARD, Lafayette Parish, Louisiana, its contractors, subcontractors, employees and assigns, represented herein by Charles E. Langlinais, Mayor, (hereinafter referred to as "DONEE"), duly authorized to act on behalf of Donce, who does hereby accept and dedicate such donation to the public for the establishment and maintenance of al 5<sup>5</sup> utility corridor, servitude, easement and right-of-way per Exhibit A. It is understood that the Servitude Easement shall follow the West property line of the **Donor's** tracts 4D & 5D alone St Ettienne, as shown per referenced Exhibit A.

This perpetual and exclusive grant and dedication of the Servitude Easement is conditioned upon Donee assuming the obligation of maintaining and policing the Servitude Easement and shall be effective only upon acceptance by the Donee of this grant and dedication under the terms, covenants and conditions above recited. It is the intent of Donee to insure the orderly and least burdensome development and control of utilities along the entire Ambassador Caffery Extension corridor, including the Donor Property, and to foster full availability of utilities for landowners including Donor, its successors and assigns, along the US 90 corridors. The Servitude Easement will allow Donee to orderly develop, maintain and manage utilities on the Donor Property and otherwise within the US 90 corridor in a manner that will minimize construction damages and enhance the value of property subject to the utility servitude through readily available and well-managed utilities for landowner usage.

The Servitude Easement hereby donated is estimated by Donor to have a value of <u>TEN DOLLARS</u> (\$10.00) per square foot.

As required by the Donee's utility permit ordinance, any third party utility provider shall (as one of the conditions of permit) cause the "slotted" assignment of the Servitude Easement to be properly manned, constructed in place and kept on file in the records of the City of Broussard.

- Donor shall retain all oil, gas and mineral rights in, on and under the Servitude Easement.
- (2) Donor shall not construct nor permit any permanent structure or obstruction on or over the Servitude Easement that will interfere with the construction, improvement, maintenance and inspection of utilities under, on or over the Servitude Easement.
- (3) Donor will have the right to construct driveways, sidewalks and parking areas over the Servitude Easement, providing that no damage is done to underground facilities during construction or use of the Servitude Improvements. It is further understood and agreed upon between the parties that in the event Donee or its assigns require future access to their underground facilities for maintenance or upgrade work, that no liability to Donor will be incurred if Donee, or Donee's permitees or assigns, is required to damage Donor's Servitude Improvements to perform such maintenance or upgrade work.
- (4) Donee, its contractors, subcontractors, employees, permitees and assigns, shall have reasonable rights of ingress and egress over and across the Donor Property to and from the Servitude Easement, and all other reasonable rights and privileges necessary and convenient for the full use and enjoyment of the servitude granted, including the right to temporarily utilize Donor Property, if required, during construction, improvement, maintenance and inspection of facilities on or below the Donor Property.
- (5) After completion of any construction, maintenance or any other activity, Donee will restore the Donor Property, including the portion subject to the Servitude Easement to as near its original condition as practical.
- (6) Donee further agrees to hold Donor free and harmless and to indemnify Donor from any and all claims for damages arising out of the construction, maintenance, operation, use, occupancy of, and access across and over the Donor Property to and from the Servitude Easement by Donee, its employees, or by any third parties acquiring their rights through Donee.
- (7) This Servitude Easement is granted subject to any and all existing servitudes, easements, leases, etc., of record bearing on the Donor

Property and particularly to that portion encumbered by the Servitude Easement.

- Donor specifically grants to Donee the right to assign the rights herein (8) granted in whole or in part, and the same should be divisible among two or more owners, as to any right or rights created hereunder, vesting in such assignee the ownership of one or more or a portion of the Servitude Easement hereinabove granted, with Donee's rights of ingress and egress for the maintenance, repair, operation, replacement, removal of facilities. Donee, in its discretion, may negotiate with third-party utility providers and will assign specific utility corridors to each, and will monitor their construction activities within the Servitude Easement.
- (9) Any notice or other communication given under or with respect to this right-of-way grant by Donor to Donee shall be given by registered or certified mail or telecopy addressed to Donee at the following address:

City of Broussard 310 E. Main St. Broussard, LA; 70518 Fax 337-837-8121

Any such notice by Donee to Donor shall be given by registered or certified mail or telecopy addressed to Donor at the following address:

> Carmelite Monastery of Lafayette. LA Inc 1250 Carmel Ave Lafayette, LA 70501

THUS DONE AND PASSED by Donor in <u>Calcyptte</u>, Louis <u>Current</u>, 201 in the presence of the undersigned Notary and witnesses. \_\_, Louisiana, on the  $\frac{7^{\prime\prime}}{2}$  day of

WITNESSES:

**DONOR:** 

Sign: Shirley A. Billeand

Sign: Jeusa U. Urceneaux Print: Teresa A Arceneaux

Carmelite Monastery of Lafayette, LA. Inc

Kathleen M. Mullins Rathleen M. Mullins By:

Bv:

NOTARY PUBLIC Print: EUGENE É CHIRRULL, JR No. 13270 COMM (11100 FUOL LIFÉ

THUS DONE AND PASSED by Donee in **Broussard**, Louisiana, on the  $\frac{30^{44}}{20}$  day of  $\Delta u_{\gamma}$ , 201<u>O</u> in the presence of the undersigned Notary and witnesses.

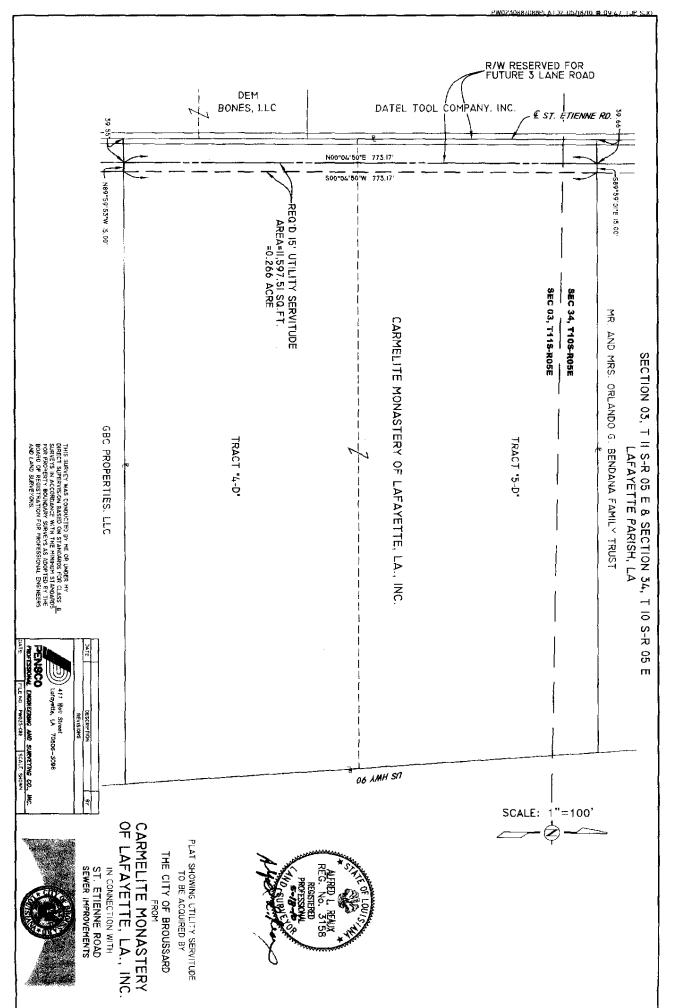
WITNESSES:

DONEE: CITY OF BROUSSARD, LOUISIANA

Sign: Cerdy Castille Print: Credy Cast. 1/e Sign: Kelli Migues Print: Kelli Migues

BY: CHARLES E LANGLINAIS, MAYOR

NOTARY PUBLIC Print: Melissa B. Dubice No. 058122



# Lafayette Parish Recording Page

Louis J. Perret Clerk of Court PO Box 2009 800 South Buchanan Lafayette, LA 70502 (337) 291-6400

First VENDOR

BILLEAUD, ALMA

First VENDEE

BROUSSARD CITY OF

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Index Type : Conveyances Type of Document : Donation File Number : 2010-00025517

Recording Pages : 6

#### **Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

Louis J Penet Clerk of Court

On (Recorded Date) : 06/22/2010

At (Recorded Time): 3:04:31:000 PM



Doc ID - 030023210006



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#### STATE OF LOUISIANA

#### **PARISH OF Lafayette**

#### DONATION OF UTILITY SERVITUDE

BE IT KNOWN that on the dates stated below,

Before the undersigned Notaries Public, and in the presence of the undersigned witnesses;

**PERSONALLY CAME AND APPEARED**, <u>Alma Billeaud</u>, appearing herein through its duty authorized agent (hereinafter referred to as "DONOR"), who declared that in consideration of the work being carried on for the benefit of the public and in conjunction with the construction of Ambassador Caffery Parkway South, and under the covenants, warranties, conditions, stipulations and mutual agreements set forth in this document, <u>Alma Billeaud</u> does hereby irrevocably give, grant, donate, confirm, transfer and deliver, inter vivos, unto the CITY OF BROUSSARD, Lafayette Parish, Louisiana, its contractors, subcontractors, employees and assigns, represented herein by Charles E. Langlinais, Mayor, (hereinafter referred to as "DONEE"), duly authorized to act on behalf of Donee, who does hereby accept and dedicate such donation to the public for the establishment and maintenance of a15' utility corridor, servitude, easement and right-of-way per Exhibit A. It is understood that the Servitude Easement shall follow the West property line of the trust's 9.2 acres alone St Ettienne, as shown per referenced Exhibit A.

This perpetual and exclusive grant and dedication of the Servitude Easement is conditioned upon Donee assuming the obligation of maintaining and policing the Servitude Easement and shall be effective only upon acceptance by the Donee of this grant and dedication under the terms, covenants and conditions above recited. It is the intent of Donee to insure the orderly and least burdensome development and control of utilities along the entire Ambassador Caffery Extension corridor, including the Donor Property, and to foster full availability of utilities for landowners including Donor, its successors and assigns, along the US 90 corridors. The Servitude Easement will allow Donee to orderly develop, maintain and manage utilities on the Donor Property and otherwise within the US 90 corridor in a manner that will minimize construction damages and enhance the value of property subject to the utility servitude through readily available and well-managed utilities for landowner usage.

The Servitude Easement hereby donated is estimated by Donor to have a value of TEN DOLLARS

#### (\$10.00) per square foot.

As required by the Donee's utility permit ordinance, any third party utility provider shall (as one of the conditions of permit) cause the "slotted" assignment of the Servitude Easement to be properly manned, constructed in place and kept on file in the records of the City of Broussard.

- Donor shall retain all oil, gas and mineral rights in, on and under the Servitude Easement.
- (2) Donor shall not construct nor permit any permanent structure or obstruction on or over the Servitude Easement that will interfere with the construction, improvement, maintenance and inspection of utilities under, on or over the Servitude Easement.

(3) Donor will have the right to construct driveways, sidewalks and parking areas over the Servitude Easement, providing that no damage is done to underground facilities during construction or use of the Servitude Improvements. It is further understood and agreed upon between the parties that in the event Donee or its assigns require future access to their underground facilities for maintenance or upgrade work, that no liability to Donor will be incurred if Donee, or Donee's permitees or assigns, is required to damage Donor's Servitude Improvements to perform such maintenance or upgrade work.

- (4) Donee, its contractors, subcontractors, employees, permitees and assigns, shall have reasonable rights of ingress and egress over and across the Donor Property to and from the Servitude Easement, and all other reasonable rights and privileges necessary and convenient for the full use and enjoyment of the servitude granted, including the right to temporarily utilize Donor Property, if required, during construction, improvement, maintenance and inspection of facilities on or below the Donor Property.
- (5) After completion of any construction, maintenance or any other activity, Donee will restore the Donor Property, including the portion subject to the Servitude Easement to as near its original condition as practical.
- (6) Donee further agrees to hold Donor free and harmless and to indemnify Donor from any and all claims for damages arising out of the construction, maintenance, operation, use, occupancy of, and access across and over the Donor Property to and from the Servitude Easement by Donee, its employees, or by any third parties acquiring their rights through Donee.
- (7) This Servitude Easement is granted subject to any and all existing servitudes, easements, leases, etc., of record bearing on the Donor

Property and particularly to that portion encumbered by the Servitude Easement.

- (8) Donor specifically grants to Donee the right to assign the rights herein granted in whole or in part, and the same should be divisible among two or more owners, as to any right or rights created hereunder, vesting in such assignee the ownership of one or more or a portion of the Servitude Easement hereinabove granted, with Donee's rights of ingress and egress for the maintenance, repair, operation, replacement, removal of facilities. Donee, in its discretion, may negotiate with third-party utility providers and will assign specific utility corridors to each, and will monitor their construction activities within the Servitude Easement.
- (9) Any notice or other communication given under or with respect to this right-of-way grant by Donor to Donee shall be given by registered or certified mail or telecopy addressed to Donee at the following address:

City of Broussard 310 E. Main St. Broussard, LA; 70518 Fax 337-837-8121

Any such notice by Donee to Donor shall be given by registered or certified mail or telecopy addressed to Donor at the following address:

> Alma Billeaud P.O. Box 34 Broussard, LA 70518

THUS DONE AND PASSED by Donor in <u>Branssin d</u>, Louisiana, on the  $\frac{14^{4h}}{4}$  day of

 $\mathcal{J}um$ , 201 **0** in the presence of the undersigned Notary and witnesses.

WITNESSES:
Sign:
Sign: A Conzáloz
0-0
Sign:
Print: No C Kernis

DONOR:

almag. Billeand



NOTARY PUBLIC Print: Jessie - Sanchez No.

THUS DONE AND PASSED by Donee in BLCUSSCUL, Louisiana, on the day of  $\underline{\mu}$ , 201 $\underline{O}$  in the presence of the undersigned Notary and witnesses.

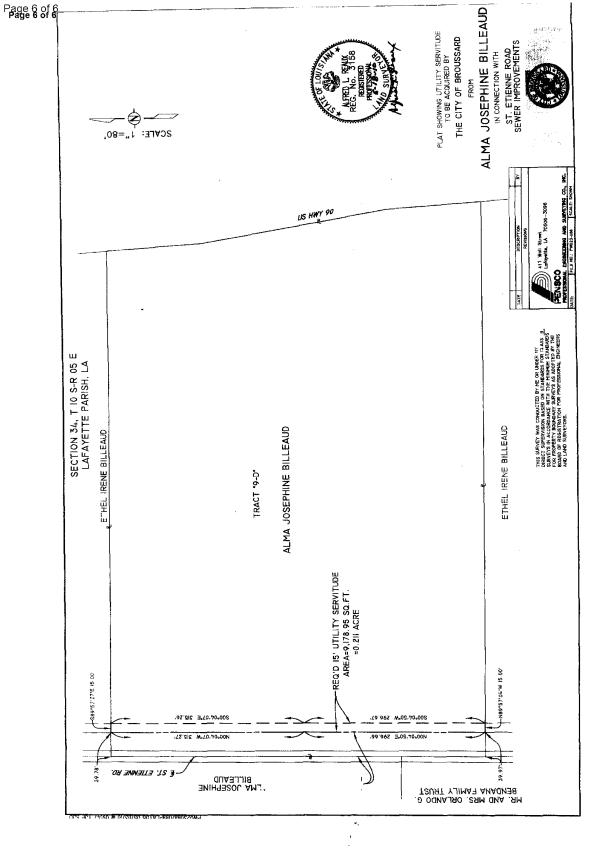
WITNESSES:

DONEE: CITY OF BROUSSARD, LOUISIANA

BY: CHARLES E. LANGLINAIS, MAYOR

Sign: Kelli Nhques Print: Kelli Migues sign: Circly Cashiele Print: Circly Cashille

Melisi B. Perlun NOTARY PUBLIC Print: Melissa B Pubeoc No. 058122



# Lafayette Parish Recording Page

Louis J. Perret Clerk of Court PO Box 2009 800 South Buchanan Lafayette, LA 70502 (337) 291-6400

First VENDOR BILLEAUD, DENISE THERESA

# First VENDEE

BROUSSARD CITY OF

Index Type : Conveyances Type of Document : Donation File Number : 2010-00025516

Recording Pages :

6

# **Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

Louis J Penet

On (Recorded Date) : 06/22/2010

At (Recorded Time): 3:03:40:000 PM



Doc ID - 030023180006



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# STATE OF LOUISIANA

# **PARISH OF Lafayette**

## DONATION OF UTILITY SERVITUDE

BE IT KNOWN that on the dates stated below,

Before the undersigned Notaries Public, and in the presence of the undersigned witnesses;

**PERSONALLY CAME AND APPEARED**, **Denise Theresa Billeaud**, appearing herein through its duty authorized agent (hereinafter referred to as "DONOR"), who declared that in consideration of the work being carried on for the benefit of the public and in conjunction with the construction of Ambassador Caffery Parkway South, and under the covenants, warranties, conditions, stipulations and mutual agreements set forth in this document, **Denise Theresa Billeaud** does hereby irrevocably give, grant, donate, confirm, transfer and deliver, inter vivos, unto the CITY OF BROUSSARD, Lafayette Parish, Louisiana, its contractors, subcontractors, employees and assigns, represented herein by Charles E. Langlinais, Mayor, (hereinafter referred to as "DONEE"), duly authorized to act on behalf of Donee, who does hereby accept and dedicate such donation to the public for the establishment and maintenance of a15' utility corridor, servitude, easement and right-of-way per Exhibit A. It is understood that the Servitude Easement shall follow the West property line of the trust's 9.2 acres alone St Ettienne, as shown per referenced Exhibit A.

This perpetual and exclusive grant and dedication of the Servitude Easement is conditioned upon Donee assuming the obligation of maintaining and policing the Servitude Easement and shall be effective only upon acceptance by the Donee of this grant and dedication under the terms, covenants and conditions above recited. It is the intent of Donee to insure the orderly and least burdensome development and control of utilities along the entire Ambassador Caffery Extension corridor, including the Donor Property, and to foster full availability of utilities for landowners including Donor, its successors and assigns, along the US 90 corridors. The Servitude Easement will allow Donee to orderly develop, maintain and manage utilities on the Donor Property and otherwise within the US 90 corridor in a manner that will minimize construction damages and enhance the value of property subject to the utility servitude through readily available and well-managed utilities for landowner usage.

The Servitude Easement hereby donated is estimated by Donor to have a value of <u>TEN DOLLARS</u> (\$10.00) per square foot.

As required by the Donee's utility permit ordinance, any third party utility provider shall (as one of the conditions of permit) cause the "slotted" assignment of the Servitude Easement to be properly manned, constructed in place and kept on file in the records of the City of Broussard.

- Donor shall retain all oil, gas and mineral rights in, on and under the Servitude Easement.
- (2) Donor shall not construct nor permit any permanent structure or obstruction on or over the Servitude Easement that will interfere with the construction, improvement, maintenance and inspection of utilities under, on or over the Servitude Easement.
- (3) Donor will have the right to construct driveways, sidewalks and parking areas over the Servitude Easement, providing that no damage is done to underground facilities during construction or use of the Servitude Improvements. It is further understood and agreed upon between the parties that in the event Donee or its assigns require future access to their underground facilities for maintenance or upgrade work, that no liability to Donor will be incurred if Donee, or Donee's permitees or assigns, is required to damage Donor's Servitude Improvements to perform such maintenance or upgrade work.
- (4) Donee, its contractors, subcontractors, employees, permitees and assigns, shall have reasonable rights of ingress and egress over and across the Donor Property to and from the Servitude Easement, and all other reasonable rights and privileges necessary and convenient for the full use and enjoyment of the servitude granted, including the right to temporarily utilize Donor Property, if required, during construction, improvement, maintenance and inspection of facilities on or below the Donor Property.
- (5) After completion of any construction, maintenance or any other activity, Donee will restore the Donor Property, including the portion subject to the Servitude Easement to as near its original condition as practical.
- (6) Donee further agrees to hold Donor free and harmless and to indemnify Donor from any and all claims for damages arising out of the construction, maintenance, operation, use, occupancy of, and access across and over the Donor Property to and from the Servitude Easement by Donee, its employees, or by any third parties acquiring their rights through Donee.
- (7) This Servitude Easement is granted subject to any and all existing servitudes, easements, leases, etc., of record bearing on the Donor

Property and particularly to that portion encumbered by the Servitude Easement.

- (8) Donor specifically grants to Donee the right to assign the rights herein granted in whole or in part, and the same should be divisible among two or more owners, as to any right or rights created hereunder, vesting in such assignee the ownership of one or more or a portion of the Servitude Easement hereinabove granted, with Donee's rights of ingress and egress for the maintenance, repair, operation, replacement, removal of facilities. Donee, in its discretion, may negotiate with third-party utility providers and will assign specific utility corridors to each, and will monitor their construction activities within the Servitude Easement.
- (9) Any notice or other communication given under or with respect to this right-of-way grant by Donor to Donee shall be given by registered or certified mail or telecopy addressed to Donee at the following address:

City of Broussard 310 E. Main St. Broussard, LA; 70518 Fax 337-837-8121

Any such notice by Donee to Donor shall be given by registered or certified mail or telecopy addressed to Donor at the following address:

> Denise Theresa Billeaud 515 SW 24<sup>th</sup> Street San Antonio, TX 78207-4619

THUS DONE AND PASSED by Donor in <u>San Antonio TY</u>, Equisiana, on the <u>17th</u> day of

 $\underline{)}$  yune, 2010 in the presence of the undersigned Notary and witnesses.

WITNESSES:

Sign: FiresE HACKNO,2TH

Sign: Joyce P. Tello Print: Joyce P. Tello

**DONOR:** 

Sister Denise Billoam

FLORENTINE MAZURKIEWICZ IY COMMISSION EXPIRES February 24, 2014

Flotentine Mazukhiewicz NOTARY PUBLIC Print: Florentine Mazurkiewicz No. 00279131-2

THUS DONE AND PASSED by Donee in Bluessard, Louisiana, on the 22 day of

2010 in the presence of the undersigned Notary and witnesses.

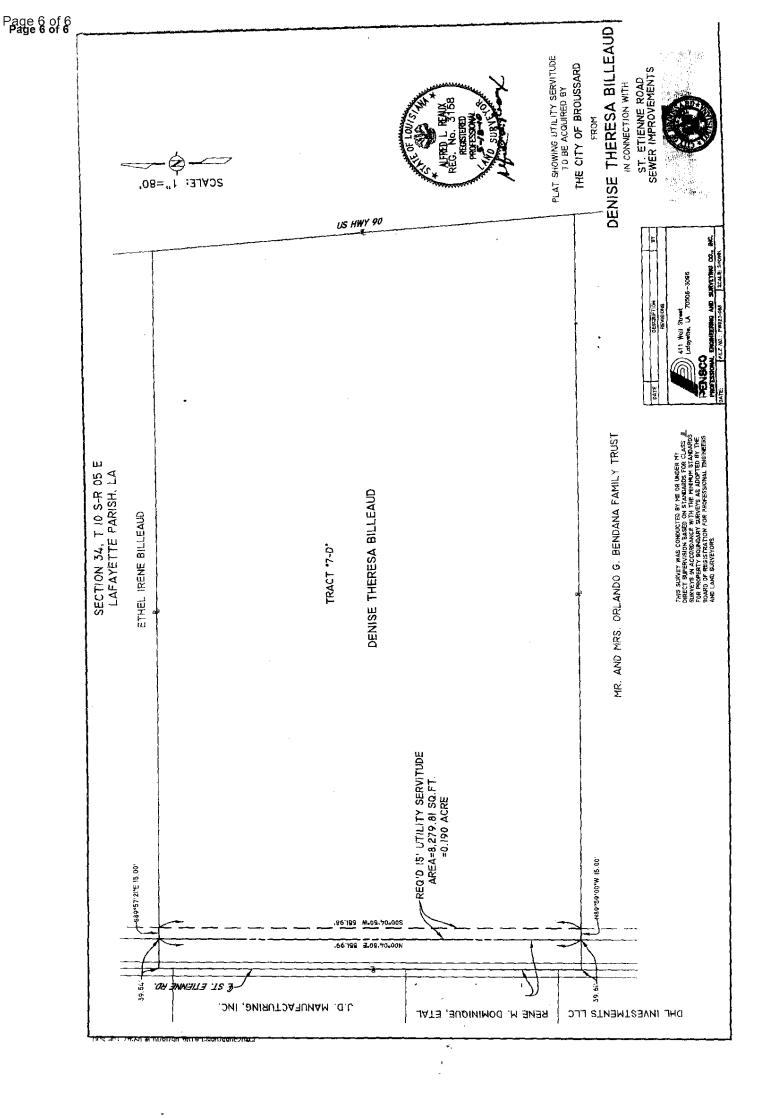
WITNESSES:

**DONEE:** CITY OF BROUSSARD, LOUISIANA

BY: CHARVES E. LANGLINAIS, MAYOR

Sign Kelli Migues Sign: Circly Castille

Mulusia B. Pubric NOTARY PUBLIC Print: Melissa B. Pubeoc No. 058122



# Lafayette Parish Recording Page

Louis J. Perret Clerk of Court PO Box 2009 800 South Buchanan Lafayette, LA 70502 (337) 291-6400

First VENDOR

BILLEAUD, ALMA JOSEPHINE

First VENDEE

BROUSSARD CITY OF

Index Type : Conveyances Type of Document : Servitude File Number : 2010-00006062

Recording Pages : 4

## **Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

Lauis J Penet Clerk of Court

On (Recorded Date) : 02/18/2010

At (Recorded Time) : 11:12:30:000 AM



Doc ID - 029479480004



Do not Detach this Recording Page from Original Document

Servitude

Alma Josephine Billeard From

To the City of Broussard and/or the public

State of Louisiana Parish of Lafayette

BEFORE ME, the undersigned Notary, we the undersigned on the below date, and stated that they are the owners of the property as described per Exhibit "A" attached hereto and made a part hereof;

Further, the grantor herein dedicates a width of \_\_\_\_\_\_\_\_ feet for the initial construction to revert to a width of \_\_\_\_\_\_\_\_ feet after construction, with the right to enter on and to the described property to clean and otherwise maintain, all as indicated per Exhibit "A" and outlined in red.

The City or the public shall at all times maintain the servitude in good order and condition and the owner or his assigns shall not obstruct or interfere with said servitude or right of way, nor will hinder the maintenance of said servitude.

Thus done on this <u>21st</u>, day of <u>January</u>, 20<u>10</u> before the undersigned notary and witnesses.

Witnesses for all:

Owner(s):

Josephine Billiand alung

S Elwara Whi' -

\_\_(Notary Public)

Before me, the undersigned Notary Public, personally appeared <u>ferrice harshey</u> who being by me duly sworn, stated that <u>the</u> (he/she) was a witness to the signature of the above <u>Cline forephine Billeaud</u> and that he/she/they signed of their free act and deed.

JESSICA S. SANCHEZ Notary Public, State of Texas My Commission Expires February 05, 2012	Sister Clemence Ribet, ki Sa Madonna Sangalli	 af
	re uttached Exh. B	MADONNA SANGALLI Notary Public STATE OF TEXAS My Comm. Exp. Apr. 06, 2013

#### Exhibit **B**

Attached to Drainage Easements from Mary Anne B. Chiarulli and

Alma Josephine Billeaud

- 1- Grantor herein shall have no cost or liability relative to relocation of ditch;
- 2- Upon successful relocation of ditch along grantor's northern property line, the city will abandon the original public ditch as denoted per attached Exhibit A and will ensure a timely abandonment by LADOTD of any temporary or permanent drainage easements relative to this property.
- 3- As a condition of granting this drainage easement, LADOTD/grantee/ public will take the excavated fill /dirt from the new re-routed ditch and spread it out and level it equally on grantors property herein, starting within the profile of the old ditch/drainage area. If there is any excess material, grantor will assist in providing a location in close proximity to grantor's property.

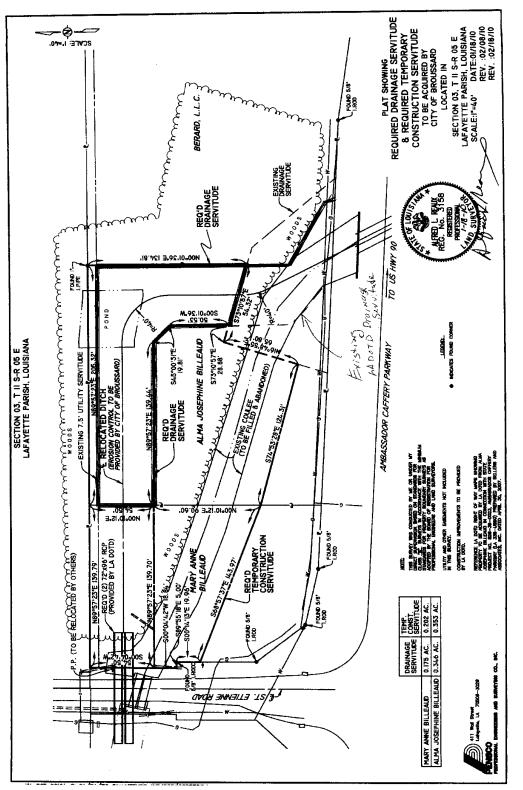
Signed for identification by <u>alma J. Billand</u>

b' 3 STLL ON

M Providence (210) 224-6214

MAIT:01 0105 .85. rsu





HAT FORM

94=024136

STATE OF LOUISIANA PARISH OF LAFAYETTE

CLERK GE GE AFAYETTE FILED AND RECORDED 94 JUN 27 AM 5-54 O.C. "DAN" GUILLIOT CLERK OF ÓRDER

KNOW ALL MEN BY THESE PRESENTS, that CARMELITE MONASTERY OF LAFAYETTE, LA., INC. does, by these presents, grant unto the Parish of Lafayette, through its President, the necessary right-of-way for the construction, maintenance and improvement of existing drainage facilities through and across its property in Section 3, Township 11 South, Range 5 East, Lafayette Parish, Louisiana.

This grant is exclusively for the cleaning of an existing ditch. Grantor specifically prohibits the deepening, widening or removal of dirt from the existing ditch, except as is reasonably necessary for the removal of grass, weeds or other obstructions. Any dirt so removed shall be spread and leveled on either side of the ditch.

The subject property is currently leased for farming purposes to K&B Farms and/or Mike Keating. This grant is contingent upon the Parish of Lafayette obtaining the necessary permission from the farm lessee before proceeding with any work.

This grant is contingent upon the Parish of Lafayette agreeing to hold grantor harmless for any injury or damage, either directly or indirectly, to any person or thing resulting from or arising out of the granting of this right-of-way.

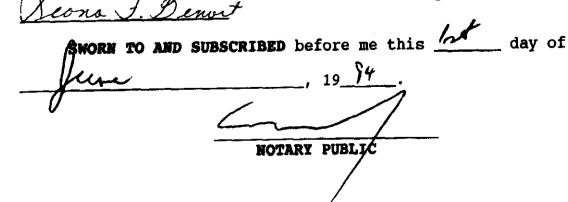
The consideration of this grant is the expectation of benefits to said property as a result of the drainage improvement program.

IN WITNESS WHEREOF, this instrument is executed on this 1/1/ , 19 94 day of WITNESSES:

CARMELITE MONASTERY OF OF LAFAYETTE, LA. INC.

HERMES, in rel

known as Mother Theresa Margaret



Handword Rd.

aue i oi i

FILE NO.

87-004480

STATE OF LOUISIANA PARISH OF LAFAYETTE

KNOW ALL MEN BY THESE PRESENTS:

That <u>Alma Josephine Billeaud</u> does by these presents grant unto the Parish of LaFayette, through its President, the necessary right-of-way for the construction, maintenance and improvement of existing drainage facilities through and across my property in:

COUDT

Section 3, Township 11 South, Range East, Lafayette Parish, Louisiana.

RIGHD

This grant is exclusively for the cleaning of an existing ditch. Grantor specifically prohibits the deepening, widening or removal of dirt from the existing ditch except as is reasonably necessary for the removal of grass, weeds or other obstructions. Any dirt so removed shall be spread and leveled on either side of the ditch.

This grant is contingent upon the Parish of Lafayette agreeing to hold grantor harmless for any injury or damage, either direct or indirect, to any person or thing resulting from or arising out of the granting of this right of way.

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

In witness whereof this instrument is executed on this  $\underline{/\mathcal{H}}$  day 19 $\underline{\mathcal{B}}$ .

WITNESSES:

a on this <u>A</u> day of <u>kinen</u>, <u>Alma Josephine Belleaue</u>

STATE OF LOUISIANA PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority this day personally came and appeared Ruth G. Aymond 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 cath, says: That he subscribed his name to the foregoing instrument as a witness, and that knows Alma Josephine Billeaud, who executed the same as his voluntary act and deed, and that he, the said Ruth G. Aymond subscribed his name to the same at the same time as an attesting witness.

ut わけ Li.

Sworn to and subscribed before me this 12 tiday of Knun , 19<u>87</u>. NOTARY PUBLIC

CLEAT. OF COURT LAFAYETTE, LA. FLEO THIS DATE STATE OF LOUISIANA PARISH OF LAFAYETTE ) DE CLEAT UF COURT PARISH OF LAFAYETTE ) DE CLEAT UF COURT Edna Drive Coulee Carmelite Monastery	
---	--

WHEREAS, the City of Lafayette, Louisiana, hereinafter referred to as the GRANTEE, is presently engaged in a major drainage improvement program; and

WHEREAS, there is existing on the property of the hereinabove identified property owner, hereinafter referred to as the GRANTOR, a drainage ditch that is presently experiencing erosion to the extent that property and improvements are being threatened; and

WHEREAS, the GRANTEE proposes to eliminate this situation by concreting the bottom and sides of same; and

WHEREAS, it is necessary for the GRANTEE to obtain permission of ingress and egress from the said GRANTOR in order to accomplish this needed drainage improvement work;

NOW, THEREFORE, for and in consideration of the mutual benefits to the GRANTEE and the GRANTOR, to be derived from this drainage improvement, the undersigned GRANTOR hereby grants unto the GRANTEE (1) a drainage easement for the purpose of constructing, operating and maintaining a concrete channel over the area of this property identified on the attached plat and (2) an access easement, as also identified on said attached plat, for the purpose of constructing, operating and maintaining the hereinabove identified drainage improvement and (3) a construction easement as also identified on said attached plat, for the purpose of constructing the hereinabove identified drainage improvement. This construction easement shall automatically terminate immediately upon completion and acceptance of the drainage improvement construction.

:1

IT IS FURTHER AGREED AND UNDERSTOOD THAT:

- (1) GRANTOR gives permission for removal of all improvements, trees, shrubbery, and underbrush in both the permanent and temporary easements identified on the said attached plat.
- (2)

In consideration of this permission, the GRANTEE shall:

- Save all trees possible in permanent & temporary access
   <u>easements.</u> Property across coulee to be filled & graded to Grantor's satisfaction. Plans for bridge across coulee to be <u>submitted to city's engineers for approval before construction</u>.
- b. erect, at no cost to GRANTOR, a four-foot-high chain link fence along GRANTOR'S property adjacent to the channel, said fence being located within a small concrete apron (pad) to be constructed immediately adjacent to the channel.
- c. fill and grade the affected areas of the GRANTOR'S property in a manner that is best possible conducive to drainage towards the channel.
- d. clean affected areas of the GRANTOR'S property of all debris and extraneous material left by the construction operation, prepare said area for seeding and seed same with an amount of bermuda or rye grass (depending on season) that is adequate to insure proper growth.

Ņ . ۶ SEE PLAT FILING CABINET

FILE NO. 11:51 80-000799 OF DRIVEWAY BY: ETHEL IRENE BILLEAUD UNITED STATES OF AMERICA AND ALMA JOSEPHINE BILLEAUD STATE OF LOUISIANA PARISH OF LAFAYETTE BEFORE ME, undersigned Notary duly qualified and commissioned in and for the said State and Parish, personally came and appeared: ETHEL IRENE BILLEAUD, a femme sole, known by the religious name of Sister Theresa Ann Billeaud, of the full age of majority and a resident of Chicago Illinois, whose permanent mailing address is 5411-15 S. University, Chicago, Illinois, 60615. and ALMA JOSEPHINE BILLEAUD, a femme sole, known by the religious name of Sister Antoinette Billeaud, of the full age of majority and a resident of San Antonio, Texas, whose permanent mailing address is 132 W. Summit St., San Antonio, Texas, 78212, who declared that ALMA JOSEPHINE BILLEAUD is the owner of the following described property, to-wit: That certain parcel of ground with all improvements thereon containing 12.20 acres and situated in Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, and being bounded on the north by ETHEL IRENE BILLEAUD, on the east by U. S. Highway 90, on the south by ETHEL IRENE BILLEAUD, herein, and on the west partially by FRANCES BILLEAUD BENDANA and partially by ALMA JOSE-PHINE BILLEAUD, being the same property designated as Tract 9D on a plat of survey of Richard C. Spikes dated May 30, 1979, attached to and made part of this act. Appearers further state and declare that ETHEL IRENE BILLEAUD is the owner of the following described property, to-wit: That certain parcel of ground with all improvements thereon containing 18.956 acres and situated in Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, and being bounded on the north partially by Billeaud Planters, Inc. and partially by Southern Pacific Railroad, on the east partially by Southern Pacific Railroad and partially by U.S. Highway 90, on the south by ALMA JOSEPHINE BILLEAUD, and on the west partially by Billeaud Planters, Inc., partially by DENISE THERESA BILLEAUD and partially by ALMA JOSEPHINE BILLEAUD, being that same property designated as Tract 1C on a plat of survey by Richard C. Spikes dated May 30, 1979, attached to and made part of this act. That certain parcel of ground with all improvements thereon containing 12.20 acres and situated in Section 34, Township 10 South, Range 5 East, Lafayette Parish, Louisiana, and being bounded on the north by ALMA JOSEPHINE BILLEAUD, on the east by U. S. Highway 90, on the south by DENISE THERESA BILLEAUD, and on the west by FRANCES BILLEAUD BEN-DANA, being the same property designated as Tract 8D on a plat of survey by Richard C. Spikes dated May 30, 1979, attached to and made part of this act.

Page 2 of 3

That they have agreed to create a servitude of drive for the use of their respective properties over and across a strip of land forming part of said respective adjacent tracts, following the entire eastern most boundary line along U.S. Highway 90 extending to a parallel line at a depth of FIFTY (50) feet from the eastern most boundary of each of the said tracts, all as more clearly shown on the aforementioned plat of survey.

Now in order to properly constitute the said driveway, the said ALMA JOSEPHINE BILLEAUD hereby creates a servitude of way or passage and dedicates the same to the properties owned by ETHEL IRENE BILLEAUD, above described as Tracts 1C and 8D, and conveys unto, ETHEL IRENE BILLEAUD, her heirs, successors and assigns, a servitude of way over and across a strip of ground FIFTY (50) feet in width, and extending along the entire eastern most boundary of the said property owned by ALMA JOSEPHINE BILLEAUD hereinabove described as Tract 9D. And the said ETHEL IRENE BILLEAUD hereby creates a servitude of way or passage and dedicates the same to the properties owned by ALMA JOSEPHINE BILLEAUD and ETHEL IRENE BILLEAUD, above described as Tracts 9D and 8D, and conveys unto ALMA JOSEPHINE BILLEAUD and ETHEL IRENE BILLEAUD, their heirs, successors and assigns, a servitude of way over and across a strip of ground FIFTY (50) feet in width, and extending across the entire eastern most boundary of the said property owned by ETHEL IRENE BILLEAUD hereinabove described, as Tract 1C. And the said ETHEL IRENE BILLEAUD hereby creates a servitude of way or passage and dedicates the same to the property owned by ETHEL IRENE BILLEAUD and ALMA JOSEPHINE BILLEAUD, above described as Tracts 1C and 9D, conveys unto ALMA JOSEPHINE BILLEAUD and ETHEL IRENE BILLEAUD, their heirs, successors and assigns, a servitude of way over and across a strip of ground FIFTY (50) feet in width, and extending across the entire eastern most boundary of the said property owned by ETHEL IRENE BILLEAUD hereinabove described as Tract 8D.

-2-

Page 3 of 3 Page 3 of 3

> Appearers, their heirs and assigns, shall at all times maintain the said community driveway in good order and condition and shall contribute equally to the cost of such maintenance.

Appearers shall at no time obstruct the common driveway in a manner so as to interfere with the use thereof by the occupants of the respective properties.

THUS DONE AND PASSED, in my office in Lafayette, Louisiana on this  $2\sqrt{2}$  day of  $2\sqrt{2}$ , in 1979, herein first above written, in the presence of Ramona A. Baker and Kathleen L. Baker competent witnesses who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES: Bak Ethel Irene Billoaud alma Josephine Billeaud

LOUIS M. CORNE, NOTARY PUBLIC

7-4-8 REV. 8-1-57

Page 1 of 2

## RIGHT OF WAY AGREEMENT

(STANDARD FORM)

407859

FOR AND IN CONSIDERATION of the sum of TWENTY-ONE AND 36/100

\_\_\_\_\_), in hand paid, the receipt of which is hereby LUCILE C. BILLEAUD, as Natural Tutrix of and representing Frances acknowledged, M. Billeaud, Ethel Irene Billeaud and Mary Ann Billeaud by virtue

f court authorization in Probate No. 7401

hereinafter referred to as Grantor (whether one or more), does hereby grant unto Continental Oil Company, a corporation, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipe line, xx pipe kixes, for the transportation of oil and gas and prod-ucts and by-products thereof, water and other substances, and such drips, valves, fittings, meters and other equip-ment and appurtenances as may be necessary or convenient for such operations, and the full substances are substances and the substances are such operations. stex and xonour communication can scentrol dentifies upon, through and under the following described land Lafavette Parish, State of Louisiana, to wit: situated in

A tract of land situated in the Fifth Ward, Lafayette Parish, Louisiana, in

East portion of Section 34, Township 10 South, Range 5 East, containing 315

arpents, more or less, acquired by Entry #230608, less a 3/4 triangularly

shaped acre sold to Billeaud Planters, Inc. by Entry #304850, both entries\_

being in the deed records of Lafayette Parish, Louisiana.

Together with the rights of ingress, egress and regress to and from said line **xaxxinos**, or any of them, for the purpose aforesaid, Grantor to have the right to fully use and enjoy the above described premises, except as to the rights hereinbefore granted. Grantor agrees not to build, create or construct any obstruction, engineering work or other structure over said pipe line **xxinex** nor permit same to be done by others.

Grantee agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantor from the exercise of the rights herein granted. Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said Grantee.

Körnkökserssikasisisisterarisisterarisenterarisenterariseterariseterariseterariseterariseterariseterariseteraris Birlesk saklektorsensiteterariseterariseterariseterariseterariseterariseterariseterariseterariseterariseterarise Southerariseterariseterariseterariseterariseterariseterariseterariseterariseterariseterariseterariseterarisetera

Any pipe line **predimex** constructed by Grantee across lands under cultivation shall, at the time of construc-tion thereof, be buried to such depth as will not interfere with such cultivation, except that at option of Grantee any such line may be placed above any stream, ravine, ditch, canal, or other watercourse.

This right of way agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of one **HERME** pipe linescard/occorrection and the state of the maintenance, repair, operation, replacement and removal thereof.

It is agreed that any payment due hereunder may be made direct to said Grantors or any one of them.

It is understood that the person securing this grant is without authority from Grantee to make any agree-ment in respect to the subject matter hereof not herein expressed, and this deed contains the entire contract.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, ad-ministrators, personal representatives, successors and assigns of the parties hereto.

WITNESS their \_ signature <u>S</u> hereto in the presence of R. H. Tompkins C. A. Cardneaux

March 16thday of. Broussard ., Louisiana, this

WITNESSES:

at

.and

uci laud > Ø LUCILE C. BILLEAUD, Natural Tutrix of and representing Frances M. Billeaud, Ethel Irene Billeaud,

..., competent witnesses.

19\_61

and Mary Ann Billeaud

Tract No	65
No. of Rods.	<b>34</b>
Check No	H570 14569
Charge	1-50-56

# STATE OF LOUISIANA

Page 2 of 2

# PARISH OF LAFAYETTE

BEFORE ME, a duly commissioned and qualified Notary Public in and for said Parish and State, person-

ally came and appeared R. H. TOMPKINS who being duly sworn on oath, deposes and says:

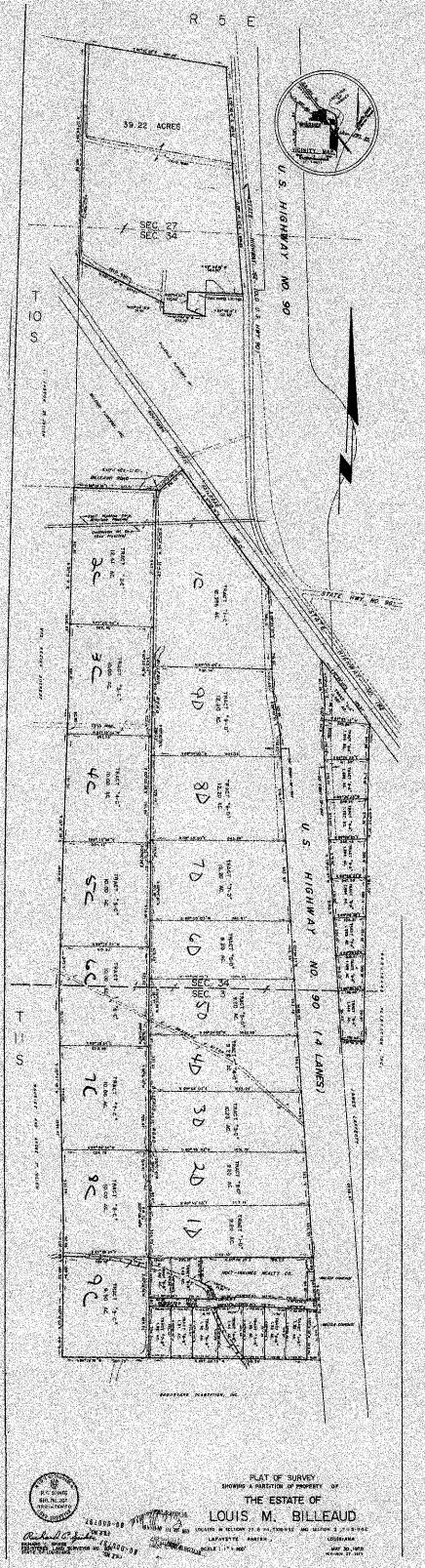
That he is one of the attesting witnesses to the above and foregoing contract, and that same was duly exe-

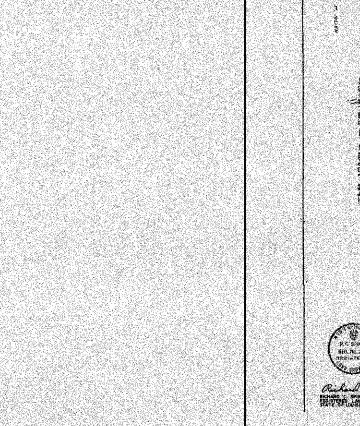
cuted in his presence and that of <u>C. A. Cardneaux</u>, the other attesting witness, by the parties thereto on the date therein stated.

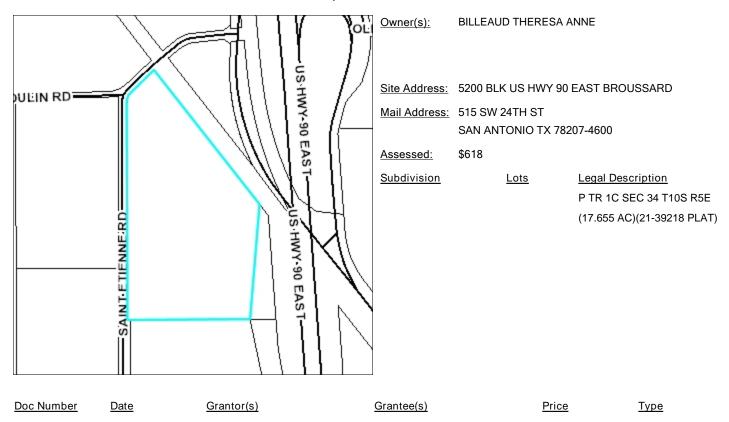
Subscribed and sworn to before me at\_\_\_\_\_\_, Louisiana,

on this 16th day of March , A. D. 19 61.

June D. Je ry Public







03/10/2022

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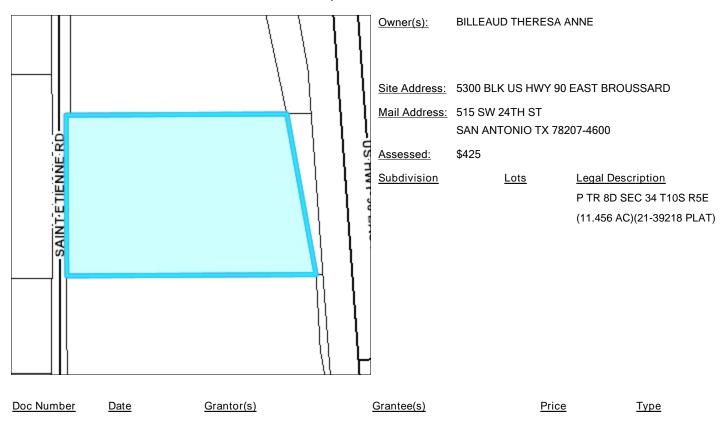
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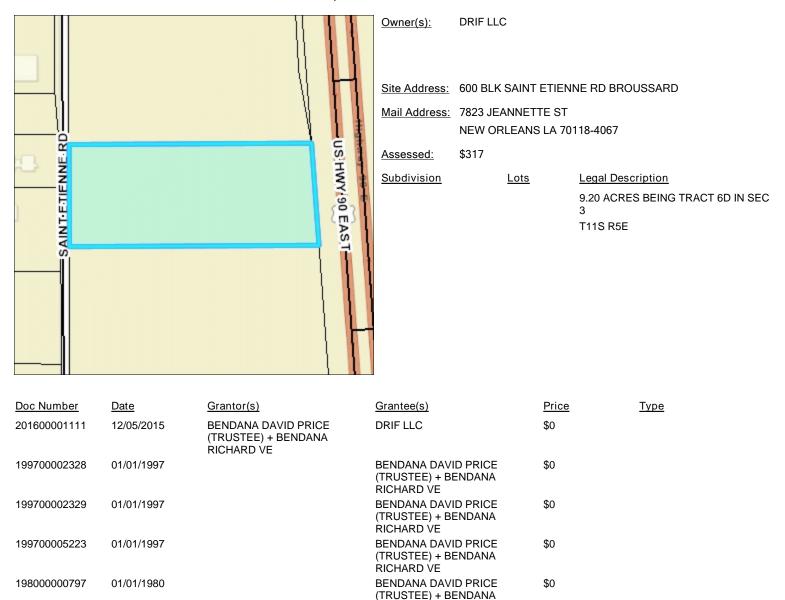
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03/10/2022

195000238603

02/16/1950

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RICHARD VE

**RICHARD VE** 

BENDANA DAVID PRICE

(TRUSTEE) + BENDANA

\$0

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				<u>Owner(s):</u>	CARMELITE MONAST	ERY OF LAFAYETTE INC
	<u></u>				700 BLK SAINT ETIEN 1250 CARMEL AVE LAFAYETTE LA 70507	
SAINTETIENNERD				Assessed:	\$92,000	
NN			Н	<u>Subdivision</u>	Lots	Legal Description
Ë						TR 4D SEC 3 T11S R5E(9.2 AC)
			111			TR 5D SEC 34 T10S R5E AND
			111			SEC 3 T11S R5E (9.2 AC)
			USHWYRBULCO			(FROM LUCILE A BILLEAUD)
Doc Number	Data	Grantor(c)		Grantoo(s)	Prico	Тиро

<u>Doc Number</u>	Date	<u>Grantor(s)</u>	<u>Grantee(s)</u>	Price	<u>Type</u>
199800017438	01/01/1998		CARMELITE MONASTERY OF + LAFAYETTE INC	\$0	
198300036929	10/04/1983		CARMELITE MONASTERY OF + LAFAYETTE INC	\$0	
198300036930	01/01/1983		CARMELITE MONASTERY OF + LAFAYETTE INC	\$0	

03/10/2022

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