

Exhibit A. The Lakes at Madison Park Site Title Abstract

CASH SALE

SALE OF PROPERTY

by

WOODLANDS, LLC

to

DARBY HOLDINGS, LLC

United States of America

State of Louisiana

Parish of St. Tammany

Be it known, that on this 22nd day of June, 2005,

Before me, JUDY H. FAUST, a Notary Public, duly commissioned and qualified in and for the above named Parish and State, therein residing, and in the presence of the undersigned competent witnesses,

Personally Came and Appeared:

WOODLANDS, LLC (SSN 72-1133944), a limited liability company organized and validly existing and in good standing under the laws of the State of Louisiana, pursuant to Articles of Organization dated November 25, 1998, filed with the Secretary of State, and filed with the Clerk of Court for St. Tammany Parish at Instrument # 1124758 and the amendment thereof filed at Instrument # 1163184, represented herein by Jimmy D. Scherer and Jan Songy, its member, further authorized in by virtue of the Unanimous Consent of Members, a copy of which is annexed hereto and made a part hereof, and whose mailing address is P. O. BOX 1451, HAMMOND, LA 70404;

hereinafter referred to as "Seller", who declare that they do by these presents, grant, bargain, sell, convey, transfer, assign, set over and deliver, with warranty and with full substitution and subrogation in and to all rights and actions of warranty which Seller has or may have against all preceding owners and vendors, unto:

DARBY HOLDINGS, LLC (SSN 72-1309715), a limited liability company organized and validly existing and in good standing under the laws of the State of Louisiana, represented herein by Judy M. Darby, its member, duly authorized in by virtue of the Authorization of Members dated December 12, 2002, duly recorded at COB Instrument #1339349 of the official records of St. Tammany Parish, Louisiana, and whose mailing address is 810 MAIN STREET, MADISONVILLE, LA 70447;

hereinafter referred to as "Purchaser", here present, accepting and purchasing for themselves, their heirs,

successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, to-wit:

ALL THAT CERTAIN PIECE OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or in anywise appertaining thereto, **situated in Section 3, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana**, and being more fully described as follows, to-wit; from the quarter section corner common to sections 3 and 10 of the above Township and Range, go South 89 degrees, 49 minutes 09 seconds West, 484.17 feet to the point of beginning, From the point of beginning go South 89 degrees, 39 minutes 18 seconds West, 197.18 feet; thence South 89 degrees 46 minutes 55 seconds West 319.30 feet; thence North 89 degrees, 58 minutes 57 seconds West, 334.91 feet; thence North 00 degrees, 02 minutes, 20 seconds East, 294.18 feet; thence South 71 degrees, 04 minutes 21 seconds East, 899.84 feet to the point of beginning. Said property **containing 2.89 acres** as more fully shown on the map and plat of survey by Land Surveying, Inc., May 30, 2005.

Being the same property acquired by the vendor herein from the Succession of George Denninger, Jr., dated March 14, 1990, registered in COB 1415, folio 591, and further by Act of Exchange from George R. Scherer, III, et al registered in COB 1372, folio 1768;

TO HAVE AND TO HOLD the above described property unto the said Purchaser, Purchaser's heirs, successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of **FIFTY FOUR THOUSAND NINE HUNDRED TEN AND NO/100 (\$54,910.00) DOLLARS**, Cash, which the said purchaser has well and truly paid, in ready and current money, to the said Seller, who hereby acknowledges the receipt thereof and grant full acquittance and discharge therefor.

The parties hereto take cognizance of the encroachments, easements, servitudes, common walls and mis-location of fences and other physical facts as are shown on the hereinabove referred survey, and the parties hereto relieve and release the lender, its attorneys, and the undersigned closing Notary of any liability with respect thereto.

All State, Parish and City taxes up to and including the taxes due and eligible in 2004 are paid, as per Parish and City tax researches. The 2005 taxes are in a bulk assessment and have not been prorated.

The purchaser herein has exercised her right regarding Option to Purchase in favor of Darby Holdings LLC, , dated April 14, 2005,, and hereby authorizes the Clerk of Court for the Parish of St. Tammany to release said inscription registered at COB 1489010.

AUTHORIZATION OF MANAGING MEMBERS

UNITED STATES OF AMERICA

OF

STATE OF LOUISIANA

WOODLANDS, LLC

PARISH OF ST. TAMMANY

The undersigned, representing the Managing Member of WOODLANDS, LLC, a Limited Liability Company, organized under the laws of the State of Louisiana, whose Articles of Organization are recorded in the office of the Louisiana Secretary of State, and that the Articles of Organization provide that they are authorized to certify the authority of persons to act on behalf of said limited liability company, all of the full age, and that they do hereby certify the following:

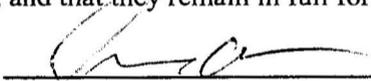
JIMMY D. SCHERER AND JAN SONGY, ITS ONLY MEMBERS, are hereby authorized to sell to DARBY HOLDINGS, LLC, for the price and sum of \$54,910.00, cash, the property described as follows:

ALL THAT CERTAIN PIECE OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or in anywise appertaining thereto, situated in Section 3, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, and being more fully described as follows, to-wit; from the quarter section corner common to sections 3 and 10 of the above Township and Range, go South 89 degrees, 49 minutes 09 seconds West, 484.17 feet to the point of beginning, From the point of beginning go South 89 degrees, 39 minutes 18 seconds West, 197.18 feet; thence South 89 degrees 46 minutes 55 seconds West 319.30 feet; thence North 89 degrees, 58 minutes 57 seconds West, 334.91 feet; thence North 00 degrees, 02 minutes, 20 seconds East, 294.18 feet; thence South 71 degrees, 04 minutes 21 seconds East, 899.84 feet to the point of beginning. Said property containing 2.89 acres as more fully shown on the map and plat of survey by Land Surveying, Inc., May 30, 2005.

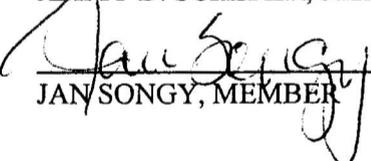
JIMMY D. SCHERER AND JAN SONGY, ITS MEMBERS are hereby authorized to sell such property and to appear before any Notary Public and execute any act of sale conveying with full warranty the L.L.C.'s interest in and to the property, and to execute any and all other instruments and/or documents necessary in order to carry out the purposes of this agreement in his absolute discretion that he may deem necessary and advisable.

CERTIFICATE

The undersigned being all the Managing Members of WOODLANDS, LLC. hereby certify that the above is a true and correct copy of the resolutions duly adopted on the ___ day of JUNE, 2004, that the resolutions have not been rescinded or modified, and that they remain in full force and effect.



JIMMY D. SCHERER, MEMBER

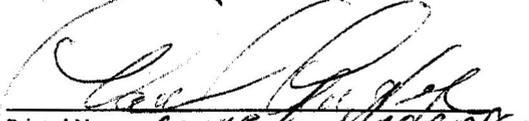


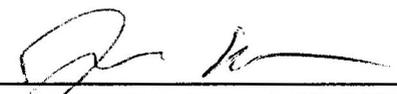
JAN SONGY, MEMBER

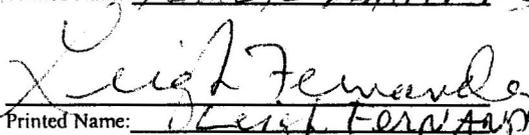
THUS DONE AND PASSED, in my office at Mandeville, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

WOODLANDS, LLC

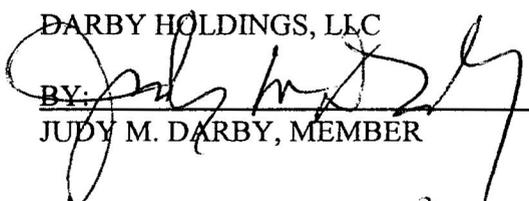

Printed Name: Pamela Kasper

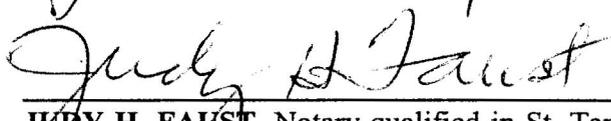
BY: 
JIMMY D. SCHERER, MEMBER


Printed Name: Leigh Fernandez

BY: 
JAN SONGY, MEMBER

DARBY HOLDINGS, LLC

BY: 
JUDY M. DARBY, MEMBER


JUDY H. FAUST, Notary qualified in St. Tammany Parish, Louisiana, Notary ID #12200
My commission is for Life

CASH SALE

UNITED STATES OF AMERICA

BY: MARK EDWARD CASERTA
A/K/A MARK CASERTA

STATE OF LOUISIANA

TO: DARBY HOLDINGS, LLC

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 21st day of March, 2005, before me, the undersigned authority, a Notary Public, duly commissioned and qualified, in and for the State and parish, aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

James Joseph Caserta, a person of the full age of majority residing in St. Tammany Parish, Louisiana, who first being sworn by me, Notary, did declare under oath to me, Notary that appearer is appearing herein in his capacity as the duly authorized **agent and attorney in fact for Mark Edward Caserta a/k/a Mark Caserta**, who is of full age and whose address is 822 West 14th Ave., Covington, Louisiana 70433, by virtue of that certain Power of Attorney dated March 4, 2005, and which was passed before Sandra B. Terrell, a Notary Public in and for St. Tammany Parish, Louisiana, an original of which is attached hereto, agent's social security number is XXX-XX-1326, his mailing address is 34 Hickory Drive, Covington, Louisiana 70433. Said agent further declared under oath that said attorney in fact is in full force and effect, not having been revoked; and that said principal is alive, has been interdicted, and has not declared bankruptcy;

Hereinafter designated as "vendor" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto

Darby Holdings, LLC, a limited liability company, duly organized under the laws of the State of Louisiana, whose taxpayer identification number is 72-1309715, and whose principal place of business is 810 Main Street, Madisonville, Louisiana 70447, appearing herein through Judy M. Darby, duly authorized by Unanimous Consent of the Members, recorded as Instrument No. 1339349 of the official records of the Clerk of Court of St. Tammany Parish, Louisiana, a certified copy of which is attached hereto. The mailing address of the company is P. O. Box 232, Madisonville, Louisiana 70447.

Hereinafter designated as "purchaser", here present, accepting and purchasing and acknowledging delivery and possession of the following described property, to-wit:

Located in Section 10, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana.

From the ¼ Corner common to Sections 3 and 10, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana run South 89 degrees 49 minutes 09 seconds West, 484.17 feet to the Point of Beginning.

From the Point of Beginning run South 71 degrees 06 minutes 17 seconds East, 511.44 feet to a point; thence South 00 degrees 00 minutes 27 seconds East, 2489.76 feet to a point on the North Right-of-way of Vista Street; thence run along said Right-of-way North 89 degrees 51 minutes 13 seconds West, 29.96 feet to a point; thence North 00 degrees 01 minutes 13 seconds East, 852.60 feet to a point; thence North 89 degrees 20 minutes 19 seconds West, 396.89 feet to a point; thence North 00 degrees 14 minutes 04 seconds East, 115.38 feet to a point; thence North 89 degrees 33 minutes 36 seconds West, 254.90 feet to a point;

St. Tammany Parish 1952
Instrmnt #: 1484634
Registry #: 1485333 LCM
03/23/2005 9:26:00 AM
MB CB X MI UCC

thence North 00 degrees 00 minutes 33 seconds East, 996.78 feet to a point; thence North 00 degrees 03 minutes 05 seconds West, 682.83 feet to a point; thence North 89 degrees 39 minutes 18 seconds East, 197.18 feet back to the Point of Beginning. **All as more further shown on survey by Land Surveying, Inc. dated March 8, 2005 as No, 11158, an original of which is attached.**

This tract contains 27.10 Acres.

Further acquired by Vendor herein by an act dated March 18, 1998 and recorded as COB Instrument No. 1096316 in the official records of St. Tammany Parish, Louisiana; and ratified by Act of Ratification dated March 17, 2005, and recorded as COB Instrument No. _____ in the official records of St. Tammany Parish, Louisiana.

The sale of subject to the following exceptions:

1. Reservation of mineral rights by Kathleen Rita Klein Carney and Thomas Clyde Carney recorded at COB 1170, folio 30 of the official records of the Clerk of Court for St. Tammany Parish, Louisiana.
2. Right-of-way in favor of Central Louisiana Electric Company, Inc. recorded at COB 253, folio 22 of the official records of the Clerk of Court for St. Tammany Parish, Louisiana.

TO HAVE AND TO HOLD the said property unto the said purchaser forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of **FOUR HUNDRED SIX THOUSAND FIVE HUNDRED AND 00/100 (\$406,500.00) DOLLARS** lawful current money of the United States of America, which amount the said purchaser has paid in ready cash, receipt of which is hereby acknowledged by the vendor, and full discharge as acquittance granted therefore.

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

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

The certificates of mortgage and conveyance as required by Article 3354 of the revised Civil Code of Louisiana are waived and the parties release me, Notary Public, from all responsibility and liability in connection therewith.

Vendor represents and warrants: (1) that no other sale or grant of interest in said property has been or will be made by Vendor, and (2) that said property is not, and will not become subject to any lien or encumbrance by act or omission of Vendor, or claim against Vendor, except as otherwise noted or excepted.

All state and parish taxes assess against the property herein conveyed up to and including 2004 are paid. The taxes for the year 2005 are prorated and are to be paid by the Purchaser. Taxes for the year 2006 and future ad valorem property taxes shall be paid by the Purchaser.

Vendor and Purchaser hereby acknowledge and agree that the taxes on the property which Vendor has this date conveyed unto Purchaser have been prorated on the basis of the tax amount paid for the preceding year, which is the best information available at this time from the public records.

Vendor hereby agrees that if the actual taxes for the current year are more than the amount on which the proration was based, Vendor will pay to the Purchaser the additional prorata taxes.

Purchaser hereby agrees that if the actual taxes for the current year and less than the amount on which the proration was based, Purchaser will refund to Vendor the amount by which the proration exceeded his share.

THUS DONE AND PASSED in St. Tammany Parish, Louisiana, on the day, month and year first herein above written, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

WITNESSES:



Don L. Terrell



**JAMES JOSEPH CASERTA, AGENT
FOR MARK EDWARD CASERTA
A/K/A MARK CASERTA**

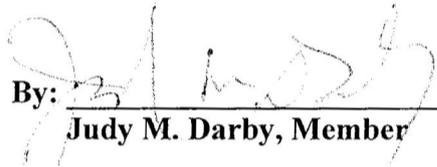


MARK EDMENT

DARBY HOLDINGS, L.L.C.



**SANDRA B. TERRELL
NOTARY PUBLIC
LA BAR NO. 25521**

By: 

Judy M. Darby, Member

SPECIAL POWER OF ATTORNEY

UNITED STATES OF AMERICA

BY MARK EDWARD CASERTA

STATE OF LOUISIANA

TO JAMES JOSEPH CASERTA

PARISH OF ST. TAMMANY

BE IT KNOWN that on this 14th day of March, 2005,

BEFORE ME, a Notary Public, duly commissioned and qualified in and for the State of Louisiana, Parish of St. Tammany, and in the presence of the undersigned competent witnesses, personally came and appeared the hereinafter named and undersigned PRINCIPAL, who declared under oath that he is of legal age and his marital status is as hereinafter set forth, and further that he does by these presents make, name, ordain, constitute, and appoint the hereinafter named AGENT and ATTORNEY-IN-FACT (hereinafter referred to as AGENT), of the full age of majority, to be his true and lawful AGENT, hereby giving and granting unto said AGENT full power and authority, for him, and in his name, place, and stead, to do and perform all the things and acts specified herein.

PRINCIPAL further authorizes and empowers his said AGENT to do and perform any and every act, matter, and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purposes for which this power of attorney is granted, as fully and with like effect as if PRINCIPAL had been personally present and had done any such thing, performed any such act, and/or had signed all and any such document, deed, note, contract, application, or other agreement, PRINCIPAL hereby ratifying and confirming any and all such things done by his said AGENT and adopting them as his own act and deed.

PRINCIPAL further expressly stipulates that any ambiguities which may arise in the interpretation hereof shall be liberally construed so as to effectuate the purposes hereof and to validate all things done by AGENT. Whenever used herein, the singular number shall include the plural, and the masculine gender shall include all genders.

The purpose for which this power of attorney is granted is to direct, instruct, authorize, and permit AGENT to option, agree to sell, sell and/or deliver the hereinafter described immovable property, and all of PRINCIPAL'S right, title, and interest therein, with warranty of title and with subrogation of all actions of warranty, unto any person, firm, or corporation or association, for such price and on such terms and conditions as AGENT may deem proper, to pay and discharge any and all charges, expenses, and encumbrances in connection therewith, and to receive and receipt for the option and/or selling price.

NAME, MARITAL STATUS PERMANENT MAILING ADDRESS OF PRINCIPAL:

Mark Edward Caserta, a person of the full age, domiciled in St. Tammany Parish, Louisiana, who declared that he is a single man and has never married, and his permanent mailing address is 822 West 14th Ave., Covington, Louisiana 70433; and his social security number is XXX-XX-4198;

NAME AND RESIDENCE OF AGENT:

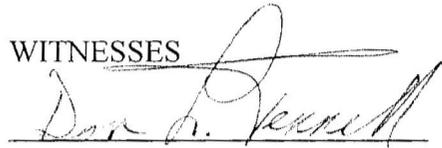
James Joseph Caserta, 34 Hickory Drive, Covington, Louisiana.

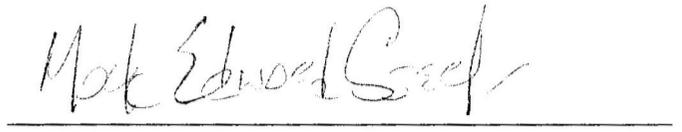
DESCRIPTION OF IMMOVABLE PROPERTY FORMING THE SUBJECT OF THIS POWER OF ATTORNEY:

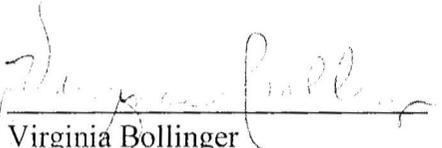
ATTACHED AS EXHIBIT A

THUS DONE AND PASSED, in multiple originals, at Mandeville, St. Tammany Parish, Louisiana on the date above set forth, in the presence of the undersigned competent witnesses, who have hereto signed their names with said PRINCIPAL and me, Notary, after due reading of the whole.

WITNESSES


Don L. Terrell


MARK EDWARD CASERTA, PRINCIPAL


Virginia Bollinger

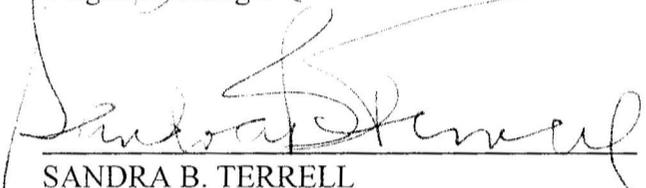

SANDRA B. TERRELL
NOTARY PUBLIC
LA BAR NO. 25521

EXHIBIT A

Located in Section 10, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana.

From the ¼ Corner common to Sections 3 and 10, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana run South 89 degrees 49 minutes 09 seconds West, 484.17 feet to the Point of Beginning.

From the Point of Beginning run South 71 degrees 06 minutes 17 seconds East, 511.44 feet to a point; thence South 00 degrees 00 minutes 27 seconds East, 2489.76 feet to a point on the North Right-of-way of Vista Street; thence run along said Right-of-way North 89 degrees 51 minutes 13 seconds West, 29.96 feet to a point; thence North 00 degrees 01 minutes 13 seconds East, 852.60 feet to a point; thence North 89 degrees 20 minutes 19 seconds West, 396.89 feet to a point; thence North 00 degrees 14 minutes 04 seconds East, 115.38 feet to a point; thence North 89 degrees 33 minutes 36 seconds West, 254.90 feet to a point; thence North 00 degrees 00 minutes 33 seconds East, 996.78 feet to a point; thence North 00 degrees 03 minutes 05 seconds West, 682.83 feet to a point; thence North 89 degrees 39 minutes 18 seconds East, 197.18 feet back to the Point of Beginning.

This tract contains 27.10 Acres.

Further acquired by Vendor herein by an act dated March 18, 1998 and recorded as COB Instrument No. 1096316 in the official records of St. Tammany Parish, Louisiana; and ratified by Act of Ratification dated March _____ 2005, and recorded as COC Instrument No. _____ in the official records of St. Tammany Parish, Louisiana.



DEVELOPMENTAL AGREEMENT

UNITED STATES OF AMERICA

BY: DARBY HOLDINGS, LLC

STATE OF LOUISIANA

AND: M PROPERTIES, LLC

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 25th day of August, 2006,

BEFORE ME, JEFFREY D. SCHOEN, a Notary Public, duly commissioned and qualified, in and for the Parish of St. Tammany, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned;

PERSONALLY CAME AND APPEARED:

DARBY HOLDINGS, LLC (TIN 72-1309715), a Louisiana limited liability company, herein represented by its duly authorized Member, Judy M. Darby, by virtue of the Authorization of Members dated December 12, 2002, duly recorded as Instrument No. 1339349 of the official records of St. Tammany Parish, Louisiana;

its mailing address being: P.O. Box 232
Madisonville, LA 70447

(hereinafter referred to as "**Darby**")

and

M PROPERTIES, LLC (TIN 04-3700306), a Louisiana limited liability company, herein represented by its duly authorized Member, Anthony F. Marino, by virtue of a Certificate of Authority duly recorded as Instrument No. 1169722 of the official records of St. Tammany Parish, Louisiana;

its mailing address being: 4800 Sharp Road
Mandeville, LA 70471

(hereinafter sometimes referred to as "**Marino**")

who declared and contracted, for and in the mutual considerations recited herein, the sufficiency and adequacy of which being acknowledged by the parties hereto, as follows, to-wit:

I.

DARBY PROPERTY

- A.** Darby is the owner of 27.10 acres located in Section 10, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, being north of (and contiguous to) Vista Street and extending to the southern boundary of Interstate 12, all as more fully shown on the survey of Land Surveying, Inc., Survey No. 11158, dated March 8, 2005, a copy of which is annexed

hereto and made a part hereof as **Exhibit "A"**. Said property (27.10 acres) as shown on Exhibit "A" is hereinafter referred to as the "**Darby Property**".

- B.** The Darby Property is east of, and contiguous (for the most part) to the Marino Property (hereinafter described in Section II below).
- C.** Darby intends to develop the Darby Property in the future, and wishes to enter into a cooperative Developmental Agreement with Marino pursuant to the terms and conditions found herein.

II.

MARINO PROPERTY

- A.** Marino is the owner of 25 acres located in Section 10, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, all as more fully shown on the survey of Fontcuberta Surveys Incorporated, Job No. 432433, dated November 30, 2004, a copy of which is annexed hereto and made a part hereof as **Exhibit "B"**, being north of (and contiguous to) Vista Street and abuts (on the north) a 2.89 acre parcel owned by Darby, said 2.89 acre parcel being more fully shown on the survey of Land Surveying, Inc., Survey No. 11300, dated May 30, 2005, a copy of which is annexed hereto and made a part hereof as **Exhibit "C"**. Said property (25 acres) as shown on Exhibit "B" is hereinafter referred to as the "**Marino Property**".
- B.** The Marino Property is west of, and contiguous (in part) to the Darby Property.
- C.** Marino is developing the Marino Property as Palm Courts Subdivision pursuant to a preliminary subdivision approval of the St. Tammany Parish Planning Commission and the St. Tammany Parish Council, and wishes to enter into a cooperative Developmental Agreement with Darby pursuant to the terms and conditions found herein.

III.

DEVELOPMENTAL AGREEMENT

- A.** The terms and conditions of this Agreement as defined below but are more fully shown, in pertinent part, on the plat of Kelly J. McHugh & Assoc., Inc., dated May 8, 2006, revised June 7, 2006, and finally revised July 31, 2006, a copy of which is annexed hereto and made a part hereof as **Exhibit "D"**. Said plat as shown on Exhibit "D" is hereinafter referred to as the "**Plat**".

B. In order to facilitate the orderly development of the Marino Property as Palm Courts Subdivision, as well as the future development of the Darby Property, the parties do hereby enter into this cooperative Developmental Agreement creating rights and obligations as more fully described pursuant to the terms and conditions below, to-wit:

- (1) Marino will construct streets in the right-of-ways as shown on the plat, and dedicate all of said right-of-ways within Palm Courts Subdivision to the Parish of St. Tammany. Notwithstanding the foregoing, Marino hereby grants Darby a non-exclusive perpetual and predial servitude of passage in favor of the Darby Property, over and across the right-of-way through the Marino Property running northerly from Vista Street and being west of and contiguous to Lots 1-10 of Palm Courts. Said servitude shall be 60 feet in width, and shall be limited to normal residential subdivision (pedestrian and vehicular) traffic. Marino shall construct the street up to the cul-de-sac in front of Lot 9, as shown on the Plat, and shall have the right (but no obligation) to construct the street between Lots 9, 10 and 11 up to the southern boundary of the Darby Property, and if so extended, Darby shall grant Marino a servitude right over the Darby Property (at the end of the street) for a temporary cul-de-sac. Darby shall be obligated to procure all necessary permits and approvals, as well as bear any and all construction costs, in connection with the extension of the street in front of Lots 9, 10 and 11 if and when it develops the Darby Property, but if Marino elects to extend the street, Darby shall agree to reimburse Marino one-half of the actual cost (reasonable and fair market value) incurred in connection with the street construction, said payment being due if and when Darby actually utilizes said street extension.
- (2) Marino hereby grants a non-exclusive perpetual and predial utility servitude, in favor of the Darby Property, over and across a "10' Utility Servitude", said servitude being bisected by the common boundary line between Lots 23 and 24 of Palm Courts Subdivision, all as more fully shown on the Plat, to allow Darby (at its option) to connect to the Palm Courts Subdivision central sewer system in the future. Marino shall extend the sewer line through the 10' Utility Servitude, including procurement

of necessary permits, as well as restoration of the surface area to pre-construction condition, and Darby shall reimburse Marino the sum of \$1,000 upon completion of the extension and stub-out of the sewer line to the western boundary of the Darby Property, and Darby further agrees:

- (a) If it elects to connect to the Palm Court Subdivision sewer system, it will bear all costs and responsibility in procurement of the necessary permits, approvals, and the costs of upgrade (or perhaps replacement to a larger system) of the existing sewer system; and
 - (b) If Darby elects to connect to the Palm Courts water system, it will bear all costs and responsibility in procurement of necessary permits and approvals, and Darby shall agree to reimburse Marino the sum of \$25,000.00 cash, payable at the time of connection, for the initial cost incurred by Marino for the initial extension of the central water system from Rex Road into and through Palm Courts Subdivision. Notwithstanding the foregoing, if Darby is required to pay all or part of said \$25,000.00 to the utility company (water provider) and said utility company pays Marino all or part of said \$25,000.00 received from Darby (for reimbursement to Marino for its cost of initial line extension), Darby shall receive a credit from Marino to the extent he receives a reimbursement from the utility company based on a payment received by the utility company from Darby.
- (3) With regard to the easterly portion (rear) of Lots 24 and 25 in Palm Courts Subdivision, Marino agrees to fill in that portion of the existing pond on the Darby Property that extends into Lots 24 and 25 as shown on the Plat, including the necessary backfill on the Darby Property to secure the filled-in area and provide for an approximate 10 foot wide area between the pond and the common boundary line (with an appropriate descending slope into the pond), and thereafter Marino will place a fence along the entire rear of Lots 24 and 25 of Palm Courts Subdivision, all at Marino's sole responsibility and cost.

- (4) Marino will construct the "Temporary Sewer Treatment Site" on Lot 27 of Palm Courts Subdivision, as shown on the Plat, and will not place said facility on any other lot within the subdivision.
- (5) Marino shall construct swale ditches along the rear of Lots 13-26 (inclusive) of Palm Courts Subdivision, near the common boundary with the Darby Property, so that any runoff from the lots will accumulate in the swale ditches and not run over and across onto the Darby Property. Furthermore, Marino shall cause to be filed into the public records of St. Tammany Parish a set of Restrictive Covenants for Palm Courts Subdivision which shall establish a servitude over and across the rear portion of Lots 13-26 (near the common boundary line with the Darby Property) for said swales, and said servitude shall prohibit the obstruction of said swales, and shall further provide for a right of enforcement in favor of the Developer, Homeowners' Association, lot owners, Parish of St. Tammany, and/or Darby Holdings, LLC.
- (6) Darby hereby grants Marino, and the Marino Property, a non-exclusive, perpetual, and predial servitude of drainage, being 35 feet in width, running through the 2.89 acre parcel owned by Darby (as shown on Exhibit "C"), said drainage servitude being shown on the Plat, for the purpose of allowing outfall drainage from Palm Courts Subdivision to flow through the drainage servitude into the ditch within the Interstate 12 right-of-way. The construction and maintenance of the ditch through the 35 ft. wide drainage servitude shall be at the sole cost and responsibility of Marino. Said drainage servitude area is more fully described as follows, to-wit:

A certain parcel of land situated in Section 3, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, and more fully described as follows:

Commence at the quarter section corner common to Sections 3 and 10, Township 7 South, Range 10 East, and measure South 89 degrees 49 minutes 09 seconds West a distance of 484.17 feet; thence South 89 degrees 39 minutes 18 seconds West a distance of 197.18 feet to the Point of Beginning.

From the Point of Beginning run South 89 degrees 46 minutes 55 seconds West a distance of 35.00 feet; thence North 00 degrees 20 minutes 42 seconds West a distance of 81.11 feet to the southern margin of Interstate 12; thence along said margin South 71 degrees 04 minutes 21 seconds East a distance of 37.08 feet; thence leaving said margin South 00 degrees 20 minutes 42 seconds East a distance of 68.95 feet to the Point of Beginning.

All as more fully shown on the survey of Kelly J. McHugh & Assoc., Inc., Job No. 05-198-S, dated July 26, 2006, a copy of which is annexed hereto and made a part hereof as **Exhibit "E"**.

Furthermore, Darby agrees to execute appropriate documentation to effectuate the dedication of said drainage servitude to the Parish of St. Tammany.

III.

MISCELLANEOUS

- A. Captions used in this Agreement are for convenience of reference only and may not be used in construing this Agreement.
- B. This Agreement will be governed by the laws of the State of Louisiana and the parties hereby stipulate venue to be the 22nd Judicial District Court, St. Tammany Parish, Louisiana for all disputes hereunder.
- C. In the event of dispute hereunder, the prevailing party(s) shall be entitled to recover reasonable attorney's fees and costs from the defaulting party(s) after final and non-appealable judgment.
- D. The rights and obligations under this agreement shall inure to the benefit of the heirs, successors and assigns of the parties hereto. This agreement contains various rights and obligations, some of which are personal in nature, some of which are predial in nature, but in any event the breach of an obligation herein shall not give rise to a resolatory condition to this agreement, but rather shall afford the aggrieved party a cause of action for monetary damages and/or specific performance.
- E. In connection with any obligation undertaken herein, the party performing the work agrees to do same in timely, good, and workmanlike manner, free of lien, and further agrees to indemnify the other party and hold it harmless from any and all liability whatsoever in connection therewith, including reasonable attorney's fees and costs.

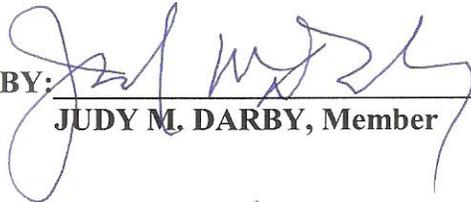
THUS DONE AND PASSED, in duplicate originals, on the day, month and year first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

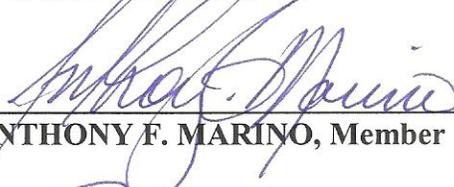

SHEILA W. GRAHAM


WENDIE J. DAIGLE

DARBY HOLDINGS, LLC

BY: 
JUDY M. DARBY, Member

M PROPERTIES, LLC

BY: 
ANTHONY F. MARINO, Member


JEFFREY D. SCHOEN
NOTARY PUBLIC
LA Bar Roll #11809

SALE OF STOCK

BY: DONALD R. JENKINS

TO: RANDY P. VARUSO

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, that effective the date of execution hereof,

BEFORE ME, JEFFREY D. SCHOEN, the undersigned Notary Public, duly commissioned and sworn,

PERSONALLY CAME AND APPEARED:

DONALD R. JENKINS (hereinafter referred to as "**Donnie**")

and

RANDY P. VARUSO (hereinafter referred to as "**Randy**")

who declared and contracted, for and in the mutual considerations recited herein, the sufficiency and adequacy of which being acknowledged by the parties hereto, as follows, to-wit:

I.

Donnie is a shareholder of **Madison Lake Development, Inc.**, being the sole owner of Share Certificate No. 2 dated April 2, 2004 in the name of Donald R. Jenkins for 50 common shares of Madison Lake Development, Inc. ("**Madison**").

II.

Donnie is also a member of the Board of Directors and a officer of **Madison**.

III.

For and in the consideration recited below, **Donnie** does hereby convey, transfer, and assign all of his right, title and interest (including, but not necessarily limited to, Share Certificate No. 2 for 50 common shares of **Madison**) in **Madison** to **Randy** for \$29,252.00 cash (receipt of which is hereby acknowledged by **Donnie**), and **Randy** hereby acknowledges receipt of said Stock Certificate, duly endorsed.

IV.

Donnie hereby warrants and certifies that he is the sole owner of the common shares transferred herein, and that he has the unilateral right to convey same, making a full and complete warranty in connection therewith, and furthermore that said common shares are not subject to any liens, encumbrances, mortgage, pledge, or the like.

V.

This sale of common shares by **Donnie** shall not be subject to the provisions of Article X of the Articles of Incorporation and/or any other pertinent provisions of said Articles of Incorporation and/or By-Laws of **Madison**, said provisions having been waived only for the purpose of this Agreement between **Donnie** and **Randy**.

VI.

In light of the sale of his stock in **Madison** to **Randy**, **Donnie** does hereby resign as a member of the Board of Directors of **Madison**, and **Donnie** does hereby further resign as an officer of **Madison**, as well as its registered agent.

THUS DONE AND SIGNED in Covington, Louisiana, on this 25th day of August, 2008, in the presence of the undersigned competent witnesses.

WITNESSES:

Rachel L. Miller
Rachel L. Miller

Michelle N. Scott
Michelle N. SCOTT

Donald R. Jenkins
DONALD R. JENKINS
Shareholder/Board Member/Officer
Seller

Randy P. Varuso
RANDY P. VARUSO
Shareholder/Board Member/Officer
Purchaser

Jeffrey D. Schoen
JEFFREY D. SCHOEN
NOTARY PUBLIC

RANDY P. VARUSO
8 Red Oak Lane
Covington, LA 70433

CAPITAL ONE, F.S.B.
COVINGTON, LA 70433
14-9/650

4849

© 2005 INTUIT INC. # 800-800-433-8810

PAY TO
THE ORDER
OF

Donna R. Jenkins
TWENTY NINE THOUSAND TWO HUNDRED FIFTY TWO AND 00/100

Date

8/25/08

\$ 29,252.00

DOLLARS



Memo

MS Stodd

[Signature] MP

⑆065000090⑆78 13⑆4410 9⑆ 4849

Original received from
RPU on 8/25/08

[Signature]

114,104 Impact Fee Credit for ROW Contribution
-36,000 Minus what was used for Ph 6&7 of MF

78,104 Impact Fee Credit Balance

78,104 Impact Fee Credit Balance
80,500 Value of remaining 3.5 Acres @ 23k per acre

158,604 Total Value of Impact Fee Credit and remaining 3.5 acres

Donnie's Half

79,302 1/2 Value of Impact Fee Credit and 3.5 Acres
25,050 Minus Payoff for MF Line of Credit
25,000 Minus Payoff to Ripoll for Const of Pool and Cabana

29,252 Balance Due Donnie



CERTIFICATE



The 50 Shares

Transferred to

DONALD R. JENKINS

Dated April 2, 2004

FROM WHOM TRANSFERRED

Ronald D. Jenkins

Dated August 25 2008

No. ORIGINAL CERTIFICATE	No. ORIGINAL SHARES	No. OF SHARES TRANSFERRED
<i>2</i>	<i>50</i>	<i>50</i>

Received Certificate No. *2*

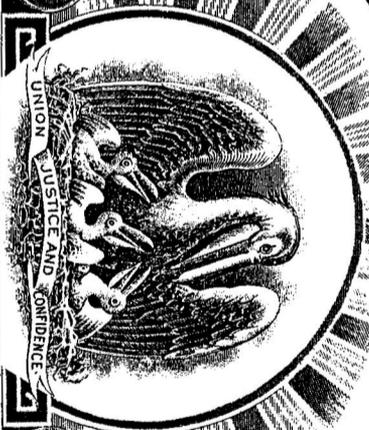
for *50* Shares

this *25th* day of August 2008

X W.D.

INCORPORATED UNDER THE LAWS OF

LOUISIANA



MADISON LAKE DEVELOPMENT, INC.

Mandeville, Louisiana

This Certificate

DONALD R. JENKINS

is the

registered holder of

Fifty (50)

Common Stock

Shares
No Par Value

transferable only on the books of the Corporation by the holder hereof in person or by attorney upon surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed, by its duly authorized officer, and its Corporate Seal to be hereunto affixed, this 2nd day of April, 2004

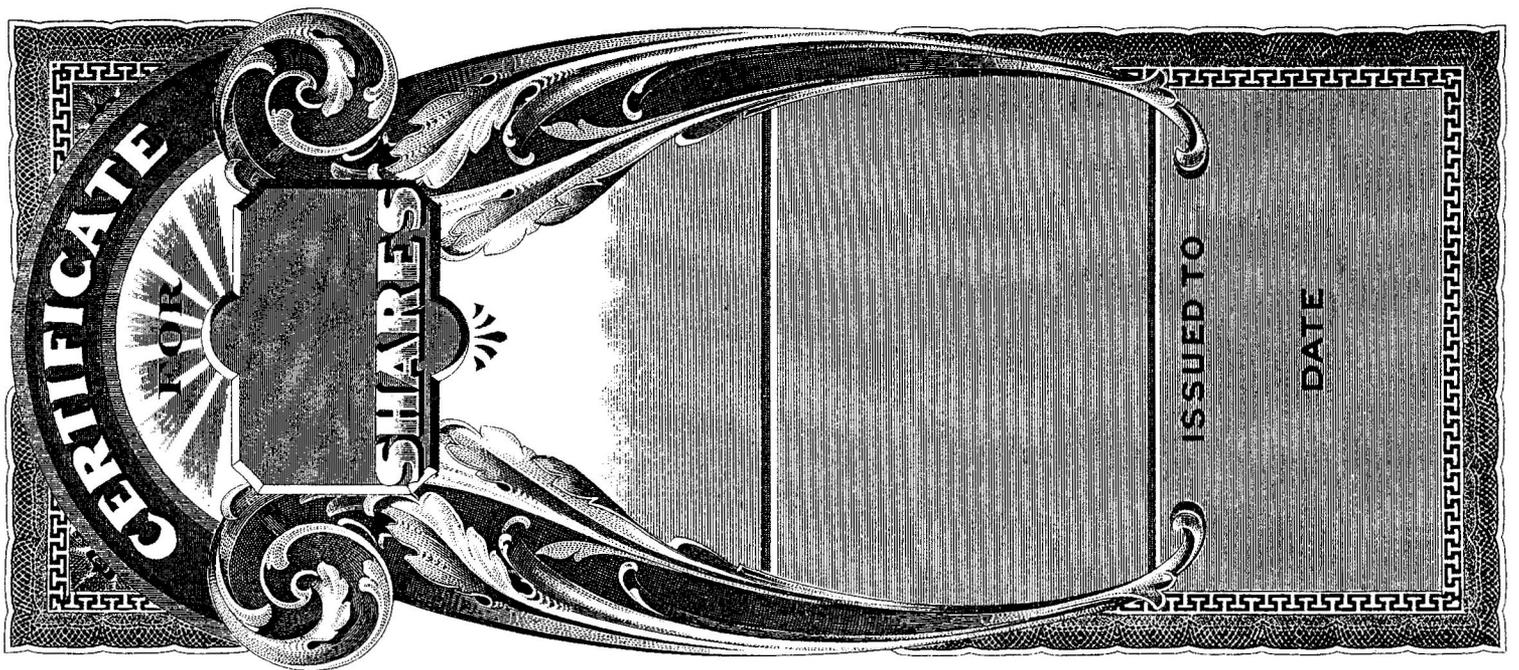
[Signature]
PRESIDENT

[Signature]
SECRETARY

SHARES

SHARES

ARTICLE X OF THE ARTICLES OF INCORPORATION: No shareholder may sell any stock of this corporation without first offering it to this corporation at the book value thereof as shown by the last preceding statement of this corporation, for the common stock. Said offer must be made by delivering to the Secretary of this corporation, against written receipt, the certificates representing said stock, endorsed in blank, and a written offer to sell said stock to this corporation, for cash, at the value hereinabove mentioned. This corporation shall have the right, for a period of 60 days from the delivery of such offer, and said certificates endorsed in blank, to the Secretary of this corporation, to purchase the stock of said shareholder, for cash, at the book value thereof as shown by the last preceding statement of this corporation, after which 60 days the said shares may be sold without restriction.



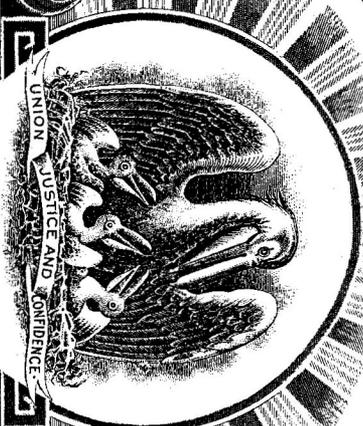
For Value Received, I hereby sell, assign, and transfer
 unto Randy P. Varuso Fifty (50) Shares
 represented by the within Certificate, and do hereby
 irrevocably constitute and appoint Randy P. Varuso Attorney
 to transfer the said Shares, on the books of the within named
 Corporation, with full power of substitution, in the premises.

Dated August 25, 2008
 In presence of [Signature] Donald R. Jenkins

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT
 MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE
 FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT
 ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.

INCORPORATED UNDER THE LAWS OF

LOUISIANA



MADISON LAKE DEVELOPMENT, INC.

Mandeville, Louisiana

This Certificate

DONALD R. JENKINS

is the

registered holder of

Fifty (50)

Shares

Common Stock

No Par Value

transferrable only on the books of the Corporation by the holder, her or his person or by Attorney when surrender of this Certificate properly endorsed.

IN WITNESS WHEREOF, The said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to hereunto affixed this 2nd day of April 2004

[Signature]

[Signature]

SECRETARY

SHARES

50

SHARES

No. 193 1/2.

LITHO IN U.S.A.

CERTIFICATE



For 50

Shares

Issued to

DONALD R. JENKINS

Dated April 2, 2004

FROM WHOM TRANSFERRED

Ronald R. Jenkins

Dated August 25, 2008

NO. ORIGINAL CERTIFICATE	NO. ORIGINAL SHARES	NO. OF SHARES TRANSFERRED
2	50	50

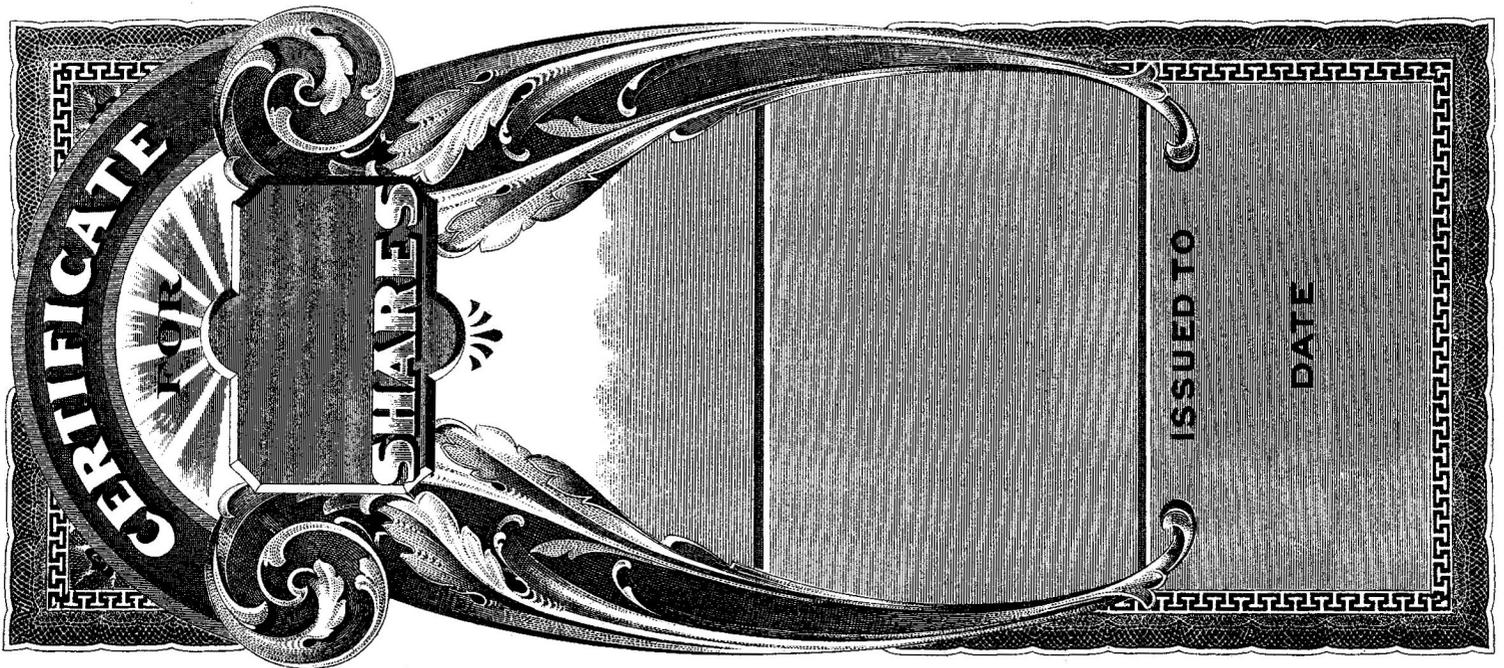
Received Certificate No. 2

For 50 Shares

this 25th day of August 2008

[Signature]

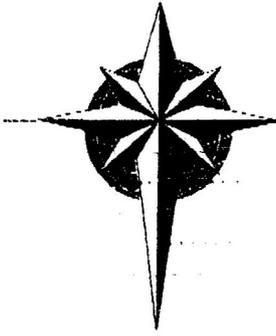
ARTICLE X OF THE ARTICLES OF INCORPORATION: No shareholder may sell any stock of this corporation without first offering it to this corporation at the book value thereof as shown by the last preceding statement of this corporation, for the common stock. Said offer must be made by delivering to the Secretary of this corporation, against written receipt, the certificates representing said stock, endorsed in blank, and a written offer to sell said stock to this corporation, for cash, at the value hereinabove mentioned. This corporation shall have the right, for a period of 60 days from the delivery of such offer, and said certificates endorsed in blank, to the Secretary of this corporation, to purchase the stock of said shareholder, for cash, at the book value thereof as shown by the last preceding statement of this corporation, after which 60 days the said shares may be sold without restriction.



For Value Received, I hereby sell, assign, and transfer
 unto Randy P. Varuso
Fifty (50) Shares
 represented by the within Certificate, and do hereby
 irrevocably constitute and appoint
Randy P. Varuso Attorney
 to transfer the said Shares on the books of the within named
 Corporation with full power of substitution, in the premises.

Dated August 25, 2008
 In presence of [Signature] Donald R. Jenkins

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT
 MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE
 FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT
 ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATSOEVER.



RANDALL W. BROWN & ASSOCIATES, INC.

228 West Causeway Approach Road
Mandeville, Louisiana 70448

(985) 624-5368 • FAX (985) 624-5309

*8/25/08
LAST REMAINING
PARCEL IN
MLD*

PROPERTY DESCRIPTION

**A 3.558 PARCEL OF GROUND SITUATED IN
SECTION 10, TOWNSHIP 7 SOUTH – RANGE 10 EAST
ST. TAMMANY PARISH, LOUISIANA**

All that certain parcel of ground situated in Section 10, Township 7 South – Range 10 East, St Tammany Parish, Louisiana and being more fully described as follows:

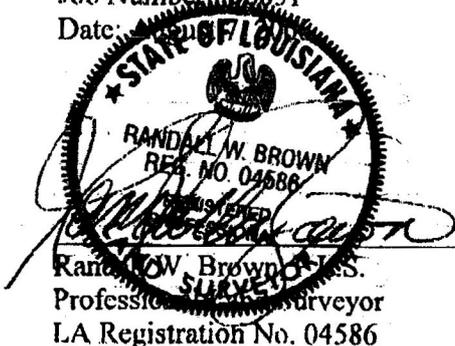
Commence from the quarter corner common to Sections 10 and 11, Township 7 South – Range 10 East and go South 89 degrees 52 minutes 29 seconds West, a distance of 1334.88 feet; thence go North 00 degrees 33 minutes 20 seconds West, a distance of 1823.79 feet; thence go North 71 degrees 31 minutes 19 seconds West, a distance of 1419.39 feet to the **Point of Beginning**.

From the **Point of Beginning** go South 00 degrees 40 minutes 08 seconds East, a distance of 756.28 feet; thence go South 89 degrees 19 minutes 51 seconds West, a distance of 196.11 feet; thence go North 00 degrees 40 minutes 08 seconds West, a distance of 824.37 feet; thence go South 71 degrees 31 minutes 19 seconds West, a distance of 207.60 feet back to the **Point of Beginning**.

Said parcel contains 3.558 acres of land more or less.

Job Number: 06851

Date:



Randall W. Brown, P.E.S.
Professional Surveyor
LA Registration No. 04586

Please return to Jeff & Karen

CASH SALE

United States of America

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

St. Tammany Parish 20
Instrmnt #: 1543010
Registry #: 1589577 SHC
3/22/2006 3:39:00 PM
MB CB X MI UCC

BE IT KNOWN, that on this 22nd day of March, 2006,

BEFORE ME, JEFFREY D. SCHOEN, the undersigned Notary Public, duly commissioned and sworn, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

RANDY P. VARUSO (SS #436-90-5378), a person of the full age of majority, who declared unto me, Notary, that he has been married but twice, first to Gail Gunn Varuso from whom he is divorced, and second to Patti F. Varuso from whom he is separate in property by virtue of a Pre-Marital Agreement herein acquiring separate property; his mailing address being:

8 Red Oak
Covington, LA 70433

who declared that he does by these presents, grant, bargain, sell, convey, transfer, assign, set over and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and action of warranty which he has or may have against all preceding owners and vendors unto:

MADISON LAKE DEVELOPMENT, INC. (TIN 20-1020832), a Louisiana corporation, domiciled in Mandeville, St. Tammany Parish, Louisiana, herein represented by its sole and only shareholders/directors/officers, Randy P. Varuso and Donald R. Jenkins; its mailing address being:

239 West Causeway Approach
Mandeville, LA 70448

herein present and accepting, purchasing for themselves, their heirs and assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND, together with all buildings and improvements thereon and all rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or in anywise appertaining thereto, situated in Section 10, Township 7 South - Range 10 East, St. Tammany Parish, Louisiana, being more fully described as follows:

Commence at the quarter corner common to Sections 10 and 11, Township 7 South, Range 10 East, St. Tammany Parish and go South 89 degrees 52 minutes 29 seconds West, a distance of 1334.88 feet; thence go South 89 degrees 19 minutes 35 seconds West, a distance of 1327.26 feet; thence go North 00 degrees 40 minutes 08 seconds West, a distance of 1465.07 feet to the **Point of Beginning**:

From the Point of Beginning go North 00 degrees 40 minutes 08 seconds West, a distance of 1024.23 feet; thence go South 71 degrees 31 minutes 19 seconds East, a distance of 1419.81 feet; thence go South 00 degrees 33 minutes 20 seconds East, a distance of 372.60 feet; thence go South 89 degrees 26 minutes 40 seconds West, a distance of 137.00 feet; thence go North 00 degrees 33 minutes 20 seconds West, a distance of 244.16 feet; thence go North 89 degrees 59 minutes 50 seconds West, a distance of 111.83 feet; thence go North 44 degrees 59 minutes 50 seconds West, a distance of 28.28 feet; thence go North 72 degrees 27 minutes 21 seconds West, a distance of 898.14 feet; thence go South 35 degrees 33 minutes 24 seconds East, a distance of 727.01 feet; thence go South 53 degrees 30 minutes 35 seconds West, a distance of 541.82 feet; thence go North 00 degrees 33 minutes 20 seconds West, a distance of 180.70 feet; thence go South 89 degrees 19 minutes 51 seconds West, a distance of 196.11 feet back to the **Point of Beginning**.

Said parcel contains 15.243 acres of land more or less.

AND

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND, together with all buildings and improvements thereon and all rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or in anywise appertaining thereto, situated in Section 10, Township 7 South – Range 10 East, St. Tammany Parish, Louisiana, being more fully described as follows:

Commence at the quarter corner common to Sections 10 and 11, Township 7 South, Range 10 East, St. Tammany Parish and go South 89 degrees 52 minutes 29 seconds West, a distance of 1334.88 feet; thence go South 89 degrees 19 minutes 35 seconds West, a distance of 564.74 feet to the **Point of Beginning**:

From the Point of Beginning go South 89 degrees 19 minutes 35 seconds West, a distance of 762.52 feet; thence go North 00 degrees 40 minutes 08 seconds West, a distance of 880.98 feet; thence go North 89 degrees 26 minutes 40 seconds East, a distance of 130 feet; thence go North 00 degrees 33 minutes 20 seconds West, a distance of 2.76 feet; thence go North 89 degrees 26 minutes 40 seconds East, a distance of 531.00 feet; thence go South 00 degrees 33 minutes 20 seconds East, a distance of 704.00 feet; thence go North 89 degrees 26 minutes 40 seconds East, a distance of 103.26 feet; thence go South 00 degrees 33 minutes 20 seconds East, a distance of 178.16 feet back to the **Point of Beginning**.

Said parcel contains 13.797 acres of land more or less.

ASSESSMENT NO. 1041039458

To have and to hold the above described property unto the said purchaser, his heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of THREE HUNDRED SIX THOUSAND SIX HUNDRED THIRTY ONE AND 26/100 (\$306,631.26) DOLLARS cash, which the said purchasers have well and truly paid, in ready and current

money, to the sellers who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefore.

Mortgage and Tax Research Certificates are waived by the parties hereto, and the parties hereto release me, Notary, from all responsibility therefor.

THUS DONE AND PASSED, in my office at Covington, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

Nancy Ellington
Nancy Ellington

Lori A. Harris
Lori A Harris

[Signature]
RANDY P. VARUSO

MADISON LAKE DEVELOPMENT, INC.

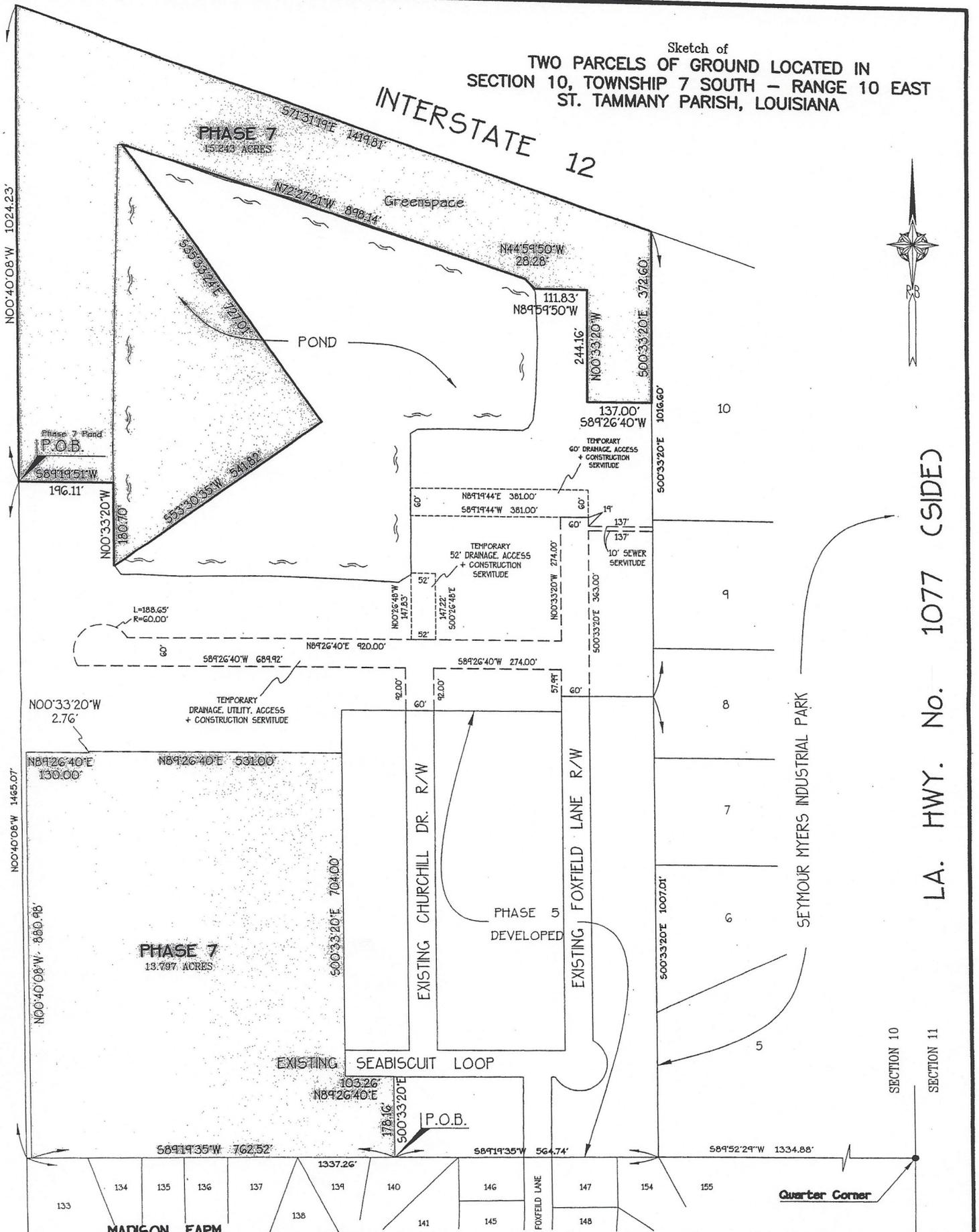
BY: [Signature]
RANDY P. VARUSO
Shareholder/Director/Officer

And
BY: [Signature]
DONALD R. JENKINS
Shareholder/Director/Officer

[Signature]
JEFFREY D. SCHOEN
NOTARY PUBLIC

Sketch of
TWO PARCELS OF GROUND LOCATED IN
SECTION 10, TOWNSHIP 7 SOUTH - RANGE 10 EAST
ST. TAMMANY PARISH, LOUISIANA

INTERSTATE 12



LA. HWY. No. 1077 (SIDE)

SECTION 10
SECTION 11

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY		THIS IS NOT A BOUNDARY SURVEY	
Randall W. Brown, P.L.S. Professional Land Surveyor LA Registration No. 04586	Randall W. Brown & Associates, Inc. Professional Land Surveyors Planners · Consultants		Date: MARCH 3, 2006 Survey No. 06257 Project No. (CR5) B02784.CR5
	228 W. Causeway App. Mandeville, LA 70448 (985) 624-5368 FAX (985) 624-5309		Scale: 1"=200'± Drawn By: M.F.H. Revised:

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

ACT OF DEDICATION AND DONATION

BE IT KNOWN, that on this 2nd day of September, 2008,,

BEFORE ME, the undersigned Notary Public, and in the presence of the two undersigned competent witnesses, personally came and appeared:

MADISON LAKE DEVELOPMENT, INC., (T. I. N. 72-xxxx0832), a Louisiana corporation domiciled and doing business in the Parish of St. Tammany, State of Louisiana, represented herein by its sole shareholders, officers and directors, Randy P. Varuso and Donald R. Jenkins, whose mailing address is:

239 West Causeway Approach, Mandeville, LA 0448

("Donor")

WHO AFTER BEING DULY SWORN, declared that it does hereby and by these presents now and forever, grant, bargain, set over, assign, abandon, dedicate, donate and deliver in fee simple title with full warranty and with full substitution and subrogation in and to all rights and actions of warranty which it has or may have against all preceding owners and vendors, unto:

THE PARISH OF ST. TAMMANY (TIN #72-6001304), State of Louisiana, represented herein by Kevin Davis, appearing in his official capacity as President of St. Tammany Parish, on the authority of Article IX, Section 9.01 of the St. Tammany Parish Charter, whose mailing address is:

Post Office Box 628, Covington, LA 70434

("Donee")

for the public use all of their right, title and interest in and to that certain piece or parcel of ground, its road base, surface, drainage ditches, culverts, bridges, signages, improvements and appurtenances thereon and thereunder, or in anywise appertaining, situated in Section 10 , Township 7 South, Range 10 East, which parcel is more particularly described as follows, to-wit:

A CERTAIN PIECE OR PORTION OF LAND, together with all the rights, ways, privileges, servitudes and advantages thereunto belonging or in any way appertaining, situated in Section 10, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, and more fully described as follows, to-wit:

Commence at the quarter corner common to Sections 10 and 11, Township 7 South, Range 10 East, and go S. 89 degs. 52 mins. 29 secs. W. 1334.88'; thence go N. 00 degs. 33 mins. 20 secs. W. 1823.79' to the Point of Beginning.

St. Tammany Parish 1100
Instrmt #: 1700271
Register #: 1864066 CST
09/26/2008 3:25:00 PM
ME CB Y ME UCC

From the Point of Beginning go N. 71 degs. 31 mins. 19 secs. W. 1419.39'; thence go N. 00 degs. 40 mins. 08 secs. W. 199.86' to a point on the southerly right-of-way line of Interstate Highway No. 12; thence along said right-of-way go S. 71 degs. 31 mins. 19 secs. E. 1419.81'; thence leaving said right-of-way go S. 00 degs. 33 mins. 20 secs. E. 199.73' back to the point of Beginning. Said parcel contains 9.711 acres, more or less.

Donor agrees to secure at its own expense and supply to the PARISH OF ST. TAMMANY, an adequate policy of title insurance on the property conveyed herein naming the Parish of St. Tammany as Insured, as provided by law.

It is further agreed that Donor executes this Act of Dedication and Donation in satisfaction of the terms of the second amendment to the developmental agreement between Donor and the Parish of St. Tammany, et al, recorded at Instrument #1,617,193 of the property records of the Clerk of Court of St. Tammany Parish, Louisiana.

Donor guarantees that all State and Parish taxes up to and including the taxes due and exigible in 2007 have been paid. The responsibility for the proration of taxes not yet due is assumed by the Donee hereto. All parties waive mortgage and conveyance certificates and tax research certificates and hold me, Notary, harmless for the non-production of the same.

THUS DONE AND PASSED, in the presence of me, Notary, and that of the undersigned competent witnesses, in St. Tammany, Louisiana, on the date above written.

WITNESSES: MADISON LAKE DEVELOPMENT, INC.

Sheila W. Graham BY: [Signature]
Sheila W. Graham RANDY P. VARUSO

Wendie J. Daigle BY: [Signature]
Wendie J. Daigle DONALD R. JENKINS

[Signature]
NOTARY PUBLIC
NAME: Jeffrey B. Schoen
LA Bar No. 11809
Commission expires: AT DEATH

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

ACCEPTANCE OF DEDICATION AND DONATION

BE IT KNOWN, that on this ____ day of September, 2008,

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE PARISH OF ST. TAMMANY, represented herein by Kevin Davis, appearing in his official capacity as President of St. Tammany Parish, on the authority of Article IX, Section 9.01 of the St. Tammany Parish Charter,

WHICH DOES HEREBY, and by these presents accept the same and acknowledge due delivery and possession thereof the parcel of 9.711 acres described supra, to be owned by the Parish in fee simple title together with all of the area within the right-of-way, the road base and surface, the drainage ditches, culverts, bridges and signage thereunto belonging or in anywise appertaining.

THUS DONE AND PASSED, in the presence of me, Notary, and that of the undersigned competent witnesses, in St. Tammany Parish, Louisiana, on the date above written.

WITNESSES:

PARISH OF ST. TAMMANY

Ann Mrs. B

By: Kevin Davis
KEVIN DAVIS, PARISH PRESIDENT

Anne Burn

Kelly M. Babalais
NOTARY PUBLIC

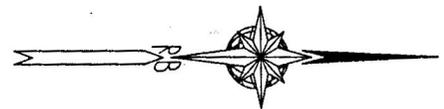
NAME: Kelly M. Babalais

LA Bar No. 26905

Commission expires: at death

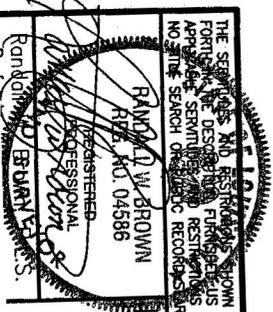
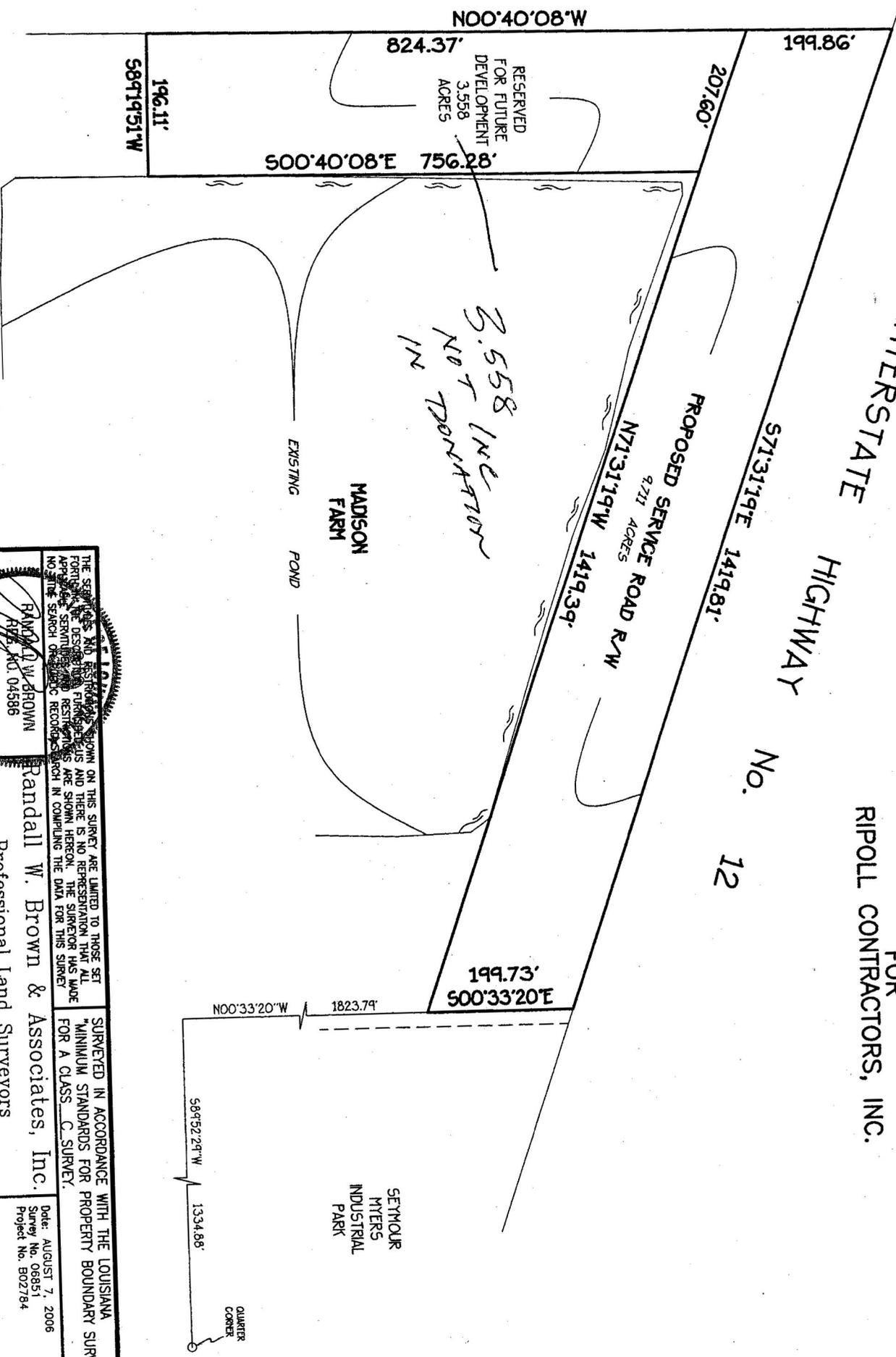
Survey of
 TWO PARCELS OF GROUND SITUATED IN
 SECTION 10, TOWNSHIP 7 SOUTH - RANGE 10 EAST
 ST. TAMMANY PARISH, LOUISIANA
 FOR
 RIPOLL CONTRACTORS, INC.

INTERSTATE
 HIGHWAY
 No. 12



Note: I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found the property described is NOT located in a special flood hazard area. It is located in Flood Zone C.

FIRM Panel# 225205 0210 C Rev. 10-17-89



THE SEARCHES AND RESOURCES SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION AND THERE IS NO REPRESENTATION THAT ALL APPROPRIATE SEARCHES AND RESOURCES ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO SEARCH OF PUBLIC RECORDS IN COMPLYING WITH THE DATA FOR THIS SURVEY.

Surveyed in accordance with the Louisiana Minimum Standards for Property Boundary Surveys for a Class C Survey.

RANDALL W. BROWN
 Registered Professional Surveyor
 No. 04586

Randall W. Brown & Associates, Inc.
 Professional Land Surveyors
 Planners · Consultants
 228 W. Causeway App. Mandeville, LA 70448

Date: AUGUST 7, 2006
 Survey No. 06851
 Project No. 802784

Scale: 1"=150'±
 Drawn By: M.F.H.
 Revised: