LIMITED WARRANTY DEED (Tract 105 et al)

STATE OF LOUISIANA §
PARISH OF CALCASIEU §

Exhibit H1 - Copy Of The Deed Chennault Site 2-2A

BE IT KNOWN, That on the date(s) shown below, before us the undersigned Notaries Public in and for the Counties or Parishes and States indicated below, duly commissioned and qualified, and in the presence of the undersigned, competent witnesses:

PERSONALLY CAME AND APPEARED: AMOCO PRODUCTION COMPANY, a Delaware corporation ("Grantor"), appearing by and through J. D. Studdard, its Attorney-in-Fact, and CHENNAULT INTERNATIONAL AIRPORT AUTHORITY, 3605 Sen. J. Bennett Johnson Avenue, Lake Charles, Louisiana 70615 ("Grantee"), who declare that, for and in consideration of the sum of \$826,003 cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER unto Grantee the real property situated in Calcasieu Parish, Louisiana, described in Exhibit A attached hereto and made a part hereof (the "Property") subject to zoning laws, regulations and ordinances of municipal and other governmental authorities, and any matters which are of public record affecting the Property and any encumbrances (to the extent they are in effect) described in Exhibit B attached hereto and made a part hereof (collectively, the "Permitted Encumbrances"), and subject to all of the provisions hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever, and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend the title to the Property, as to Grantee, Grantee's successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof by, through or under Grantor, but not otherwise, subject, however, to the Permitted Encumbrances and the following provisions.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, its successors and assigns, all rights in and to all oil, gas and other minerals, of every kind, both similar and dissimilar, in, on and under and that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing the Property for minerals and removing the same therefrom.

BY THE ACCEPTANCE OF THIS DEED, GRANTEE TAKES THE PROPERTY "AS IS, WHERE IS" EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL OR ENVIRONMENTAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, ZONING, OPERATION, OR ANY OTHER MATTER AFFECTING OR RELATING TO THE PROPERTY, AND GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND RELEASES GRANTOR FROM ANY AND ALL LIABILITY OF EVERY KIND AND CHARACTER WITH RESPECT THERETO, WHETHER OR NOT CAUSED BY OR ATTRIBUTABLE TO GRANTOR'S NEGLIGENCE. GRANTOR MAKES NO WARRANTIES, **EXPRESS** OR IMPLIED. MERCHANTABILITY, MARKETABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE

OR OTHERWISE. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THIS DEED IS EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN AGREEMENT TO PURCHASE AND SELL BETWEEN GRANTOR AND GRANTEE, INCLUDING BUT NOT LIMITED TO PARAGRAPH 4 (DUE DILIGENCE, TITLE REVIEW AND PROPERTY INSPECTION) AND PARAGRAPH 5 (DISCLAIMER; INDEMNIFICATION) THEREOF.

The Grantee reco subject to same. This Li	gnizes that the Property has not been surveyed and accepts the Propert mited Warranty Deed is to be effective <u>December 21</u> , 19	ty 198.
<u>NOUZ~NDE</u> , 1998	ID PASSED, in my office in Harris County, Texas, on this day day and the presence of the undersigned, competent witnesses, who hereunto appearers and me, Notary Public, after reading of the whole.	ay of sign
WITNESSES:	GRANTOR:	
1.0 1 DA	AMOCO PRODUCTION COMPANY	
Sym (ombs The	By: J. D. Studdard	
de total. Cup	Its Attorney-in-Fact	
LYNN PARKET		
August 18, 200		
December , 1998, II	PASSED, in my office in <u>Lake Charles</u> , <u>LA</u> , on this <u>21st</u> dans the presence of the undersigned, competent witnesses, who hereunto appearers and me, Notary Public, after reading of the whole.	ıy of sign
WITNESSES.	GRANTEE:	
Charle H.	CHENNAULT INTERNATIONAL AIRPORT AUTHORITY	,
Mak Dante	By: My Some	<u></u>
- Mark of Fillian	Title: Executive discours	
	Title: <u>Executive Figer Ton</u>	
	NOTARY PUBLIC	
	My Commission Expires: at death	
100698,doc	2	

Project WILDFIRE MEM/JDS 11/12/98

EXHIBIT "A" (Tracts 105, 108 & Part of Tracts 104, 106 & 109)

Approximately 327.517 acres of land out of the South Half (S/2) of Section 11, the South Half (S/2) of Section 12, the North three-quarters (N ¾) of Section 13, and the North Half of the Northeast Quarter (N/2 of NE/4) of Section 14, all in Township 10 South, Range 8 West, Louisiana Meridian, Calcasieu Parish, Louisiana, being a portion of that certain Sale of Land dated July 31, 1935 between WRIGHT MORROW and STANOLIND OIL AND GAS COMPANY, recorded in Calcasieu Parish, Louisiana, under Clerk's File Number 182587, Conveyance Book 279, page 245 et seq., being more particularly described as follows:

TRACT 104-A ← Parcel 1

Commencing at a point 1584.30 feet North 0 degrees 42 minutes 34 seconds East of the Southeast corner of the Southwest Quarter (SW/4) of Section 11, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana, said point being on the North line of Missouri-Pacific Railroad Right-of-way, acquired by deed recorded in Conveyance Book 553, at page 14, records of Calcasieu Parish, Louisiana; Thence Northwesterly, along a curve to the left having a radius of 5819.55 feet and a long chord which bears North 58 degrees 07 minutes 43 seconds West, having a length of 1592.40 feet, a distance of 1597.41 feet to the point of intersection of with the South line of Missouri-Pacific Railroad Right-of-way (now abandoned); Thence South 77 degrees 53 minutes 24 seconds East, along said South line, a distance 1390.06 feet to the East line of the Southwest Quarter of the said Section 11; Thence South 0 degrees 42 minutes 34 seconds West, along said East line a distance of 549.24 feet to the point of commencement, containing 7.26 acres, more or less.

TRACT 105 ← Parcel 1

Commencing at the Southeast corner of Section 11, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana; Thence North 89 degrees 31 minutes 31 seconds West, a distance of 2685.78 feet to the Southwest corner of the Southeast Quarter of said Section 11; Thence North 0 degrees 42 minutes 34 seconds East, along the West line of the Southeast Quarter of said Section 11, a distance of 2133.54 feet to the South line of Missouri-Pacific Railroad Right-of-way; Thence South 77 degrees 53 minutes 24 seconds East, along said South line, a distance 3789.11 feet to the West line of Tract No. 8, as described in General Warranty Deed between Standard Oil and Gas Company and the United States of America, recorded in Conveyance Book 552, at page 232, records of Calcasieu Parish, Louisiana; Thence South 24 degrees 38 minutes 25 seconds East, along said West line, a distance of 1512.31 feet to the South line of Section 12, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana; Thence North 89 degrees 31 minutes 31 seconds West, along said South line, a distance of 1676.09 feet to the point of commencement, subject to an existing road right-of-way along the South side thereof and an existing railroad right-of-way through a portion of the Southeast Quarter (SE/4) of said Section 11.

EXHIBIT "A" continued

TRACT 106-A

Parcel 2

Commencing at the Northeast corner of Section 14, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana; Thence South 0 degrees 48 minutes 21 seconds West, along the East line of said Section 14, a distance of 977.17 feet to the North line of Missouri-Pacific Railroad Right-of-way, acquired by deed recorded in Conveyance Book 553, at page 14, records of Calcasieu Parish, Louisiana; Thence North 45 degrees 52 minutes 33 seconds West, along said North line, a distance of 283.23 feet; Thence North 44 degrees 07 minutes 27 seconds East, continuing along said North line, a distance of 25.0 feet; Thence North 45 degrees 52 minutes 33 seconds West, continuing along said North line, a distance of 1106.22 feet to the North line of said Section 14; Thence South 89 degrees 31 minutes 31 seconds East, along said North line, a distance of 993.76 feet to the point of commencement, containing 10.91 acres, more or less, and subject to an existing road right-of-way along the North side thereof.

TRACT 108

Commencing at a point 60.0 feet West of the Northeast corner of Section 13, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana; Thence South 0 degrees 45 minutes 15 seconds West, along the West right-of-way line of Louisiana Highway No. 397, a distance of 1908.84 feet to the North line of a 5.0 acre tract previously sold; Thence North 89 degrees 06 minutes 08 seconds West, along the North line of said 5.0 acre tract, a distance of 468.91 feet to the East line of Tract No. 8, as described in General Warranty Deed between Standard Oil and Gas Company and the United States of America, recorded in Conveyance Book 552 page 232, records of Calcasieu Parish, Louisiana; Thence North 31 degrees 41 minutes 59 seconds West, along said East line, a distance of 1053.07 feet; Thence North 24 degrees 38 minutes 25 seconds West, continuing along said East line, a distance of 2076.22 feet to the South line of Missouri-Pacific Railroad Right-of-way (now abandoned); Thence South 77 degrees 53 minutes 24 seconds East, along said South line a distance of 1108.33 feet to the Northwest corner of a 10.0 acre tract previously sold; Thence South 0 degrees 32 minutes 03 seconds West, along the West line of said 10.0 acre tract, a distance of 642.40 feet to the North line of said Section 13; Thence South 89 degrees 31 minutes 31 seconds East, along said North line, a distance of 835.30 feet to the point of commencement, containing 59.81 acres, more or less.

EXHIBIT "A" continued

TRACT 109-A Parcel 2

Commencing at the Northwest corner of Section 13, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana; Thence South 89 degrees 31 minutes 31 seconds East, along the North line of said Section 13, a distance of 1676.09 feet to the West line of Tract No. 8, as described in General Warranty Deed between Standard Oil and Gas Company and the United States of America, recorded in Conveyance Book 552, at page 232, records of Calcasieu Parish, Louisiana; Thence South 24 degrees 38 minutes 25 seconds East, along the West line of said Tract No. 8, a distance of 2954.33 feet to the Southwest corner thereof; Thence South 24 degrees 38 minutes 25 seconds East, along a projection of the West line of said Tract No. 8, a distance of 102.79 feet to the North line of Missouri-Pacific Railroad Right-of-way, acquired by deed recorded in Conveyance Book 553, at page 14, records of Calcasieu Parish, Louisiana; Thence Westerly, along a curve to the left having a radius of 5684.18 feet and a long chord which bears North 60 degrees 51 minutes 57 seconds West, having a length of 2940.45 feet, a distance of 2974.26 feet to the point of tangent; Thence North 45 degrees 52 minutes 33 seconds West, continuing along said North line, a distance of 551.55 feet to the West line of said Section 13; Thence North 0 degrees 48 minutes 21 seconds East along said West line, a distance of 977.17 feet to the point of commencement, containing 100.337 acres, more or less, and subject to a public road right-of-way along the Northern and Eastern sides thereof.

LESS, SAVE AND EXCEPT there is hereby expressly reserved and retained by Grantor a servitude, easement and right of Passage over and across the lease road running from the Southerly line of East Prien Lake Road South across the railroad tracks for ingress and egress by Grantor and its successors and assigns.

EXHIBIT "B" (Tracts 105,108 & Part of Tracts 104,106 & 109)

- 1. Visible and apparent easements and/or rights-of-way on or over subject property.
- 2. Grantor makes no representation or warranty with respect to rights of ingress and egress from the Property to a Public roadway.
- 3. Right-of-Way executed by Jabez B. Watkins in 1897 to Kansas City, Watkins & Gulf Railroad.
- 4. Right-of-Way executed by Jabez B. Watkins May 31, 1902, to St. Louis, Watkins & Gulf Railroad Company, recorded at Conveyance Book 46, Page 43.
- 5. Expropriation of Right-of-Way dated September 1, 1903, to Parish of Calcasieu, recorded at Conveyance Book 57, Page 248.
- 6. Right-of-Way executed by Yount-Lee Oil Company June 28, 1933, to Shell Pipe Line Corporation, recorded at Conveyance Book 266, Page 34.
- 7. Right-of-Way executed by Stanolind Oil and Gas Company dated May 27, 1938, to State of Louisiana. Contract No. 005,564.
 - 8. Right-of-Way executed by Stanolind Oil and Gas Company dated February 23, 1939, to Southern Bell Telephone and Telegraph Company. Contract No. 006,643.
 - 9. Right-of-Way executed by Stanolind Oil and Gas Company dated February 23, 1939, to Police Jury of Calcasieu Parish, recorded at Conveyance Book 315, Page 244. Contract No. 006,637.
 - 10. Expropriation of Right-of-Way dated March 1, 1939, to Parish of Calcasieu, recorded at Conveyance Book 315, Page 260.
- 11. Right-of-Way executed by Stanolind Oil and Gas Company dated January 5, 1948, to Parish of Calcasieu, recorded at Conveyance Book 431, Page 517. Contract No. 014,431.
- 12. Right-of-Way executed by Stanolind Oil and Gas Company dated January 25, 1950, to Gulf States Utilities Company. Contract No. 017,518.
- 13. License Agreement executed by Stanolind Oil and Gas Company dated September 5, 1951, to U. S. A. Contract No. 020,176.
- 14. Right-of-Way executed by Stanolind Oil and Gas Company dated April 28, 1952, to Parish of Calcasieu. Contract No. 023,429.

- 15. Right-of-Way executed by Stanolind Oil and Gas Company dated December 23, 1955, to Missouri Pacific Railroad Company, recorded at Conveyance Book 600, Page 420. Contract No. 031,698.
- 16. Right-of-Way executed by Pan American Petroleum Company dated February 13, 1957, to Gulf States Utilities Company Contract No. 036,013.

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- 17. Right-of-Way executed by Pan American Petroleum Company dated January 20, 1961, to U. S. A. Contract No. 023,693.
- 18. Right-of-Way executed by Pan American Petroleum Company dated November 18, 1965, to Lake Charles Harbor and Terminal District. Contract No. 064,451.
- 19. Right-of-Way executed by Pan American Petroleum Company dated May 16, 1966, to Lake Charles Harbor and Terminal District. Contract No. 064,451.
- 20. Right-of-Way executed by Amoco Production Company dated May 23, 1974, to Calcasieu Parish Police Jury, recorded at Conveyance Book 1275, Page 97. Contract No. 083,706.
- 21. Right-of-Way executed by Amoco Production Company dated August 15, 1980, to Gulf States Utilities Company, recorded at Conveyance Book 1584, Page 213. Contract No. 099,562.
- 22. Right-of-Way executed by Amoco Production Company dated July 22, 1994, to Olympic Pipe Line Company. Contract No. 188,150.
- 23. Grazing Lease executed by Amoco Production Company dated November 1, 1994, to Pervis Leonard. Contract No. 188,275.
- 24. Grazing Lease executed by Amoco Production Company dated March 1, 1995, to Bumble Bee Cattle Company. Contract No. 188,395.
- 25. Right-of-Way executed by Amoco Production Company dated June 1, 1995, to Olympic Pipe Line Company, recorded at Conveyance Book 2524, Page 609. Contract No. 188,705.
- 26. Agriculture and Grazing Lease executed by Amoco Production Company dated January 1, 1997, to Harrington Brothers Farm, Inc. Contract No. 188,704.
- 27. Amendment of Act of Donation and Acceptance of Right-of-Way executed by Amoco Production Company dated May 2,1997, to City of Lake Charles and also included with said right-of-way License dated January 5, 1959, from Missouri Pacific Railroad Company, License dated January 5, 1959, from Missouri Pacific Railroad Company, and License dated October 22, 1957, from Shell Oil Company all to the United States of America. Contract No. 186,566.
- 28. Grazing Lease executed by Amoco Production Company dated May 7, 1998, to Pervis Leonard. Contract No. 191,330.