

# Exhibit J.

## Lacombe Business Park Property Deed Report



# Lacombe Business Park Property Deed Report

## LED Partial Deed Report

### St. Tammany Parish

Lacombe Business Park

Assessment Number 139268

Section 18 T8S R13E

Tract 2-A (69.33 AC)

**Dates Researched: November 4, 1992 – November 13, 2023**

### Current Ownership:

Lacombe Business Park, LLC (100 %)

<b>Instrument 1</b>	<b>Cash Sale</b>
Entity Acquiring Property	Lacombe Business Park, LLC
Owner of Property when Acquired	Valerie Frederic and John W. Van Vrancken, III
Instrument Number	1878257
Acreage/Lot #	Lot 2 – 166.66 acres
Location	Section 18 T8S R13E
Date Acquired/Recorded	11/08/2012
Notes:	Map Attached
<b>Instrument 2</b>	<b>Act of Exchange</b>
Entity Acquiring Property	Lacombe Business Park, LLC and Progressive Waste Solutions of LA, Inc.
Owner of Property when Acquired	
Instrument Number	1878270
Acreage/Lot #	Lot 2 – 166.66 acres (May not be affected)
Location	Section 18 T8S R13E
Date Acquired/Recorded	11/08/2012
Notes:	

### Sell Offs After Purchase

None
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### Ownership Names Researched

Name	Dates Researched
Valerie Frederic	November 4, 1992 to November 8, 2012
John W. Van Vrancken, III	November 4, 1992 to November 8, 2012
Lacombe Business Park, LLC	November 8, 2012 to November 13, 2023

**CASH SALE**

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

**BE IT KNOWN**, that on this 8<sup>th</sup> day of November, 2012,

**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:**

**VALERIE FREDERIC (SS# \*\*\*-\*\*-3088), wife of/and JOHN W. VAN VRANCKEN, III (SS# \*\*\*-\*\*-2397)**, both persons of the full age of majority, residents of and domiciled in Jefferson Parish; who declared unto me, Notary, that Valerie Frederic Van Vrancken has been married twice, first to Douglas Schulte, from whom she was divorced, and second to John W. Van Vrancken, III, with whom she is presently living and residing; John W. Van Vrancken, III has been married but once and then to Valerie Frederic, with whom he is living and residing;

their mailing address being: 4613 Hessmer Street  
Metairie, LA 70002

who declared that they do 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 they have or may have against all preceding owners and vendors unto:

**LACOMBE BUSINESS PARK, LLC**, a Louisiana Limited Liability Company, domiciled in Slidell, St. Tammany Parish, Louisiana, herein represented by its duly authorized Member, Christopher R. Jean,

its mailing address being: 501 J. F. Smith Avenue  
Slidell, LA 70460

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

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana, said property is more fully described as follows, to-wit:

Lot 1 (28.47 acres) and Lot 2 (166.66 acres) of a Minor Subdivision as per Plat of Kelly J. McHugh & Assoc., Inc., Job No. 03-150 dated July 20, 2012, recorded as Clerk of Court Map File No. 5087D of the official records of St. Tammany Parish, Louisiana, subject to:

- (1) 100 ft. Gas R.O.W. traversing the northeast corner of Lot 1;
- (2) 35 ft. Private Drive Servitude running along and inside the eastern boundary of Lot 2; and
- (3) 100 ft. Greenspace & No Cut Buffer running along and inside a portion of the southern boundary of Lot 2.

Said properties are more fully shown on the survey of Kelly J. McHugh & Assoc., Inc., Job No. 03-150/09-136, dated October 30, 2012, annexed hereto and made a part hereof.

Being the same property acquired by John W. Van Vrancken, III, et ux from Southern Pine Plantation, Inc. by act of Cash Sale dated October 30, 1992, recorded at COB 1528, folio 475 of the conveyance records of St. Tammany Parish, Louisiana.

**ASSESSMENT NO. 1211119508.**


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

This sale is made and accepted for and in consideration of the price and sum of **TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS** cash, which the said purchaser has 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:**

  
Wendie J. Daigle


  
JOHN W. VAN VRANCKEN, III

  
Kelly G. Rodriguez

  
VALERIE FREDERIC VAN VRANCKEN

**LACOMBE BUSINESS PARK, LLC**

BY:   
CHRISTOPHER R. JEAN, Member

  
JEFFREY D. SCHOEN  
NOTARY PUBLIC  
LA Bar Roll #11809

Title Ins. Producer:	Jones Fussell, L.L.P.
Address:	P.O. Box 1810 Covington, LA 70434-1810
Producer License #:	223248
Title Ins. Underwriter:	Chicago Title Insurance Co.
Title Opinion By:	Jeffrey D. Schoen
LA Bar Roll #:	11809

**AUTHORIZATION  
FOR  
LACOMBE BUSINESS PARK, LLC**

At a meeting duly held and convened on the date shown below, at which a quorum was present and voting:

IT WAS RESOLVED THAT:

Christopher R. Jean, Member, is hereby authorized and empowered for and on behalf of and in the name of this limited liability company, to act as the duly authorized representative for Lacombe Business Park, LLC to effectuate the following transactions upon such terms and conditions as he deems meet and proper in his sole and uncontrolled discretion, including the right to execute any and all documents in order to effectuate same, said transactions and documents being more fully described below:

- (1) Cash Sale from Mr. and Mrs. John W. Van Vrancken, III in connection with the purchase of Lot 1 (28.47 acres) and Lot 2 (166.66 acres) of a Minor Subdivision in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana for a cash price of \$2,000,000;
- (2) Act of Exchange with Progressive Waste Solutions of LA, Inc. in connection with the exchange of Lot 1 (28.47 acres) for 26.66 acres, including the grant of a non-exclusive predial servitude in connection therewith, as well as the obligation to construct (at its sole cost) an industrial quality road to serve as access from La. Hwy 434 to Lot 1; and
- (3) Deed Restrictions imposed by Lacombe Business Park, LLC and Progressive Waste Solutions of LA, Inc., in part for the benefit of, Concerned Citizens of Lacombe.

We hereby certify that the above and foregoing is a true and correct authorization of all of the members of said limited liability company, unanimously adopted at a meeting at which a quorum was present and voting, duly held and convened on the 8<sup>th</sup> day of November, 2012, and that the same has not been heretofore revoked or rescinded.

  
\_\_\_\_\_  
**CHRISTOPHER R. JEAN**  
Member

**DAVID ACQUISTAPACE, Member**

**BY:**   
\_\_\_\_\_  
**GARRETT ACQUISTAPACE**  
Agent and Attorney-in-Fact

**ACT OF EXCHANGE**

**UNITED STATES OF AMERICA**

**BY: PROGRESSIVE WASTE  
SOLUTIONS OF LA, INC.**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

**AND LACOMBE BUSINESS PARK, LLC**

**BE IT KNOWN**, that effective the last day of execution hereof;

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

**PERSONALLY CAME AND APPEARED:**

**PROGRESSIVE WASTE SOLUTIONS OF LA, INC. (TIN \*\*-\*\*\*4673)**,  
formerly known as IESI LA CORPORATION, a Delaware Corporation, its  
principal office being in Ft. Worth, Texas, herein represented by its duly authorized  
Vice President, Thomas J. Fowler, by virtue of a Resolution annexed hereto;

its mailing address being: 2301 Eagle Parkway, Suite 200  
Ft. Worth, TX 76177

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

and

**LACOMBE BUSINESS PARK, LLC**, a Louisiana Limited Liability Company,  
domiciled in Slidell, St. Tammany Parish, Louisiana, herein represented by its duly  
authorized Member, Christopher R. Jean;

its mailing address being: 501 J. F. Smith Avenue  
Slidell, LA 70460

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

who declare that they did, and do by these presents, make an exchange of property on the express  
terms and conditions hereinafter set forth, for and in the consideration recited herein, the  
sufficiency, adequacy, and receipt of which being acknowledged by the parties hereto, as follows,  
to-wit:

**I.**

**PROGRESSIVE PROPERTY**

Progressive is the owner of the following described property, hereinafter referred to as  
"**Progressive Property**", to-wit:

St. Tammany Parish 20  
Instrmnt #: 1878270  
Registry #: 2185593 bdp  
11/08/2012 3:34:00 PM  
MB CB X MI UCC

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana, being more fully described as follows, to-wit:

From the quarter corner common to Sections 17 and 18 in said Township and Range; thence West 680.26 feet to the Point of Beginning; thence South 29 degrees 25 minutes 41 seconds West 786.19 feet to a point; thence South 60 degrees 50 minutes 24 seconds East 738.55 feet to the westerly right-of-way line of Louisiana State Highway No. 434; thence along said westerly right-of-way line South 30 degrees 42 minutes 19 seconds West 615.29 feet; thence North 84 degrees 16 minutes 50 seconds West 595.61 feet to a point; thence North 1517.56 feet to a point; thence South 89 degrees 42 minutes 37 seconds East 648.16 feet to the Point of Beginning, containing 20.71 acres more or less, all as more fully shown on the survey of Borgen Engineering Co. dated June 19, 1984.

The hereinabove described property is also more fully described as follows, to-wit:

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana, being more fully described as follows, to-wit:

Commence at the quarter (1/4) corner common to Sections 17 and 18, Township 8 South, Range 13 East, measure West a distance of 680.26 feet to the Point of Beginning.

From the Point of Beginning run South 29 degrees 22 minutes 55 seconds West a distance of 786.57 feet; thence South 60 degrees 54 minutes 44 seconds East a distance of 738.36 feet to the western right of way of Louisiana Highway No. 434; thence along said right of way South 30 degrees 37 minutes 45 seconds West a distance of 615.41 feet; thence leaving said right of way North 84 degrees 16 minutes 50 seconds West a distance of 595.64 feet; thence North 00 degrees 01 minutes 58 seconds East a distance of 1,516.84 feet; thence South 89 degrees 47 minutes 41 seconds East a distance of 646.03 feet to the Point of Beginning, and containing 20.661 acres of land, more or less.

All as more fully shown on the survey of Kelly J. McHugh & Assoc., Inc., Job No. 03-150/09-136, dated October 30, 2012, a copy of which is annexed hereto and made a part hereof (hereinafter the "Survey").

Being the same property acquired by IESI LA Corporation from Claire Tabary Chabreck, et al by act dated December 22, 2010, recorded as Instrument No. 1796249 of the official records of St. Tammany Parish, Louisiana.

## II.

### **LBP PROPERTY**

LBP is the owner of the following described property, hereinafter referred to as "**LBP Property**", to-wit:

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana, wherein subject property is more fully described as follows, to-wit:



Lot 1 (28.47 acres) of a Minor Subdivision as per Plat of Kelly J. McHugh & Assoc., Inc., Job No. 03-150, dated July 20, 2012, recorded as Clerk of Court Map File No. 5087D of the official records of St. Tammany Parish, Louisiana, subject to:

- (1) 100 ft. Gas R.O.W. traversing the northeast corner of Lot 1; and
- (2) Access via a 60 ft. Servitude of Passage and a 35 ft. Private Drive Servitude;

All as more fully shown on the Survey.

Being the same property acquired by Lacombe Business Park, LLC from John W. Van Vrancken, III, et ux by act of Cash Sale of even date herewith, recorded in the conveyance records of St. Tammany Parish, Louisiana.

### **III.**

#### **EXCHANGE OF PROPERTY**

- A. For and in consideration of the transfer to it as hereinafter set forth, Progressive does hereby grant, bargain, assign, set over, transfer, and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto LBP, the property described hereinabove as Progressive Property.
- B. And now, for and in consideration of the transfer to it as aforesaid, LBP does by these presents grant, bargain, assign, set over, transfer, and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto Progressive, the property described hereinabove as LBP Property.
- C. TO HAVE AND TO HOLD the said respective properties, the one to the other, for their heirs, successors, and assigns, free from any lien, mortgage, or encumbrance whatsoever.

### **IV.**

#### **SERVITUDE OF PASSAGE**

For and in the same consideration recited herein, Progressive does hereby reserve and retain, over the Progressive Property, in favor of the LBP Property, and likewise LBP does hereby grant, assign, and convey a non-exclusive predial Servitude of Passage through the Progressive Property in favor of the LBP Property providing both physical and legal access from La. Hwy. 434 to the LBP Property, said Servitude of Passage being more fully described as follows, to-wit:

- A. A certain parcel of land situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana and more fully described as follows, to-wit:

Commence at the Quarter Section corner common to Sections 17 & 18, T-8-S, R-13-E and measure West a distance of 680.26' Thence South 29°22'55" West a distance of 786.57 feet to a point; thence South 60°54'44" East a distance of 738.36 feet to a point on the Westerly Right Of Way of Louisiana Highway No. 434; thence along said Westerly Right Of Way South 30°37'45" West a distance of 10.81 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING measure South 30 degrees 37 minutes 45 seconds West a distance of 120.04 feet to a point of curve; thence leaving said Westerly Right of Way along a curve to the left having a radius of 30.00 feet, a delta of 91 degrees 32 minutes 29 seconds, an arc length of 47.93 feet, and a chord which bears North 15 degrees 08 minutes

30 seconds West having a chord distance of 42.99 feet to a point of tangency; thence North 60 degrees 54 minutes 44 seconds West a distance of 770.00 feet to a point of curve; thence along a curve to the left having a radius of 270.00 feet, a delta of 29 degrees 03 minutes 18 seconds, an arc length of 136.92 feet, and a chord which bears North 75 degrees 26 minutes 23 seconds West having a chord distance of 135.46 feet to a point of tangency; thence North 89 degrees 58 minutes 02 seconds West a distance of 123.87 feet to a point; thence North 00 degrees 01 minutes 58 seconds East a distance of 60.00 feet to a point; thence South 89 degrees 58 minutes 02 seconds East a distance of 123.87 feet to a point of curve; thence along a curve to the right having a radius of 330.00 feet, a delta of 29 degrees 03 minutes 18 seconds, an arc length of 167.34 feet, and a chord which bears South 75 degrees 26 minutes 23 seconds East having a chord distance of 165.56 feet to a point of tangency; thence South 60 degrees 54 minutes 44 seconds East a distance of 773.22 feet to A point of curve Thence along a curve to the left having a radius of 30.00 feet, a delta of 88 degrees 27 minutes 31 seconds, an arc length of 46.32 feet, and a chord which bears North 74 degrees 51 minutes 30 seconds East having a chord distance of 41.85 feet to a point of tangency and the POINT OF BEGINNING, and containing 65,044.20 square feet or 1.49 acre(s) of land, more or less.

- B. LBP agrees to provide and construct, at its sole expense, a hard surface roadway through and across said Servitude of Passage providing vehicular access from La. Hwy. 434, through the Servitude of Passage, to the LBP Property, said road to be constructed in good and workmanlike (industrial quality) manner, free of lien and encumbrance, at no expense and/or liability to Progressive whatsoever.
- C. LBP agrees to constantly maintain said road within said Servitude of Passage, at its sole expense, and further reserves the right to dedicate said road and Servitude of Passage at LBP's option in its sole and uncontrolled discretion, to the Parish of St. Tammany, thereby making it a public road, at which time LBP shall no longer have any obligation to maintain said road and/or Servitude of Passage.

## V.

### AS IS EXCHANGE

The properties exchanged herein by the parties hereto are exchanged in "as is, where is condition, with all faults", with neither party providing any warranty to the other as to condition and/or fitness for intended use, subject to the following terms and conditions, to-wit:

- A. It is expressly agreed that the immovable properties herein exchanged and all improvements and component parts, and all other items located hereon are conveyed and accepted "AS IS, WHERE IS", without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended, without regard to the presence of apparent or hidden defects and with the full and complete waiver of any and all rights for the rescission of this exchange by reason of any such defects.
- B. Each party acknowledges and declares that neither party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of a party has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which either party has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Each party has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which each party, in their sole discretion, deems sufficiently diligent for the protection of their interests.
- C. Each party expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

- D. Each party also waives any rights it may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby exchanged. By signature, each party expressly acknowledges all such waivers and their exercise of their right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

VI.

**MISCELLANEOUS**

- A. The parties waive the necessity of the production of mortgage and tax research certificates, and relieve me, Notary, from all liability arising out of non-production of same.
- B. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, administrators, executors and assigns.
- C. The parties hereto agree that each of them shall, if called upon to do so, execute any and all documents, instruments, and acts necessary to give full force and effect to this document.
- D. The parties hereto discharge each other from any further accounting in connection with the properties exchanged herein, and further declare that the property and rights that each has received herein are equal in value, and that there is no need for any further accounting between them in connection with these properties.
- E. The Section captions hereof are for convenience only and shall not alter the meaning of any of the express provisions, terms, and conditions herein.

THUS DONE AND PASSED, in Fort Worth, Texas on November 7, 2012, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appears and me, Notary, after reading of the whole.

WITNESSES:

PROGRESSIVE WASTE SOLUTIONS OF  
LA, INC.

Cindy Spallanz

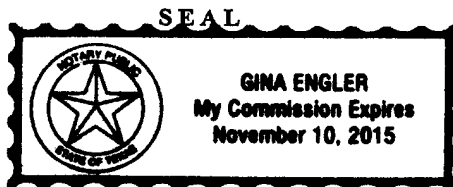
BY:

THOMAS J. FOWLER, Vice President

Don Joyce

Gina Engler  
NOTARY PUBLIC

My Commission Expires: 11-10-2015



**THUS DONE AND PASSED**, in my office in Covington, Louisiana, on November 8, 2012 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:**

**LACOMBE BUSINESS PARK, LLC**

Wendie J. Daigle  
Wendie J. Daigle

BY: Christopher R. Jean  
**CHRISTOPHER R. JEAN**

Kelly G. Rodriguez  
Kelly G. Rodriguez

Jeffrey D. Schoen  
**JEFFREY D. SCHOEN**  
**NOTARY PUBLIC**  
Bar Roll #11809