

Exhibit F. Highway 1 Leonard Road Site Partial Title Abstract



Highway 1 Leonard Road Site Partial Title Abstract



Dates Researched: 8/24/1943 to 7/6/2020

Current Owner	Franks Investment Company, LLC
Parcel Numbers	161310-001-0004-00
Acreage	429.637
Location	Sections 10, 11, 14, 15 T16N R13W
Date Acquired	7/9/98 acquired under name of Franks Realty, Inc. (later merged into Franks Realty, LLC and then to Franks Investment Company, LLC)
Instrument Number	1612248
Book/Page	3260/426
ROW Document 1	Consent to Assignment of Servitude Agreement
Entity Acquiring ROW	Chesapeake Midstream Development, LLC (Assignee)
Owner of Property when Acquired	Franks Investment Company, LLC (Grantor) and Louisiana Midstream Gas Services, LLC (Assignor)
Date	01/17/13
Instrument Number	2438274
Book/Page	4830/523
ROW Document 2	Surface Agreement
Entity Acquiring ROW	Petrohawk Operating Company
Owner of Property when Acquired	Franks Investment Company, LLC
Date	7/9/2012
Instrument Number	2411930
Book/Page	4586/61
ROW Document 2	Servitude Agreement
Entity Acquiring ROW	Kinderhawk Field Services, LLC
Owner of Property when Acquired	Franks Investment Company, LLC
Date	11/17/2011
Instrument Number	2378023
Book/Page	4527/667
ROW Document 3	Servitude Agreement
Entity Acquiring ROW	Kinderhawk Field Services, LLC
Owner of Property when Acquired	Franks Investment Company, LLC/Nelwyn Culbertson
Date	5/3/1985
Instrument Number	2378022
Book/Page	4527/662
ROW Document 4	Consent to Assignment of Servitude
Entity Acquiring ROW	Magnolia Midstream Gas Services, LLC (Assignee)

Owner of Property when Acquired	Franks Investment Company, LLC (Grantor) and Louisiana Midstream Gas Services, LLC (Assignor)
Date	6/30/2011
Instrument Number	2356018
Book/Page	4490/551
ROW Document 5	Consent to Assignment of Servitude
Entity Acquiring ROW	Magnolia Midstream Gas Services, LLC (Assignee)
Owner of Property when Acquired	Franks Investment Company, LLC (Grantor) and Louisiana Midstream Gas Services, LLC (Assignor)
Date	6/30/2011
Instrument Number	2356012
Book/Page	4490/527
ROW Document 6	Servitude Agreement
Entity Acquiring ROW	Franks Investment Company, LLC
Owner of Property when Acquired	Louisiana Midstream Gas Services, LLC
Date	5/11/2010
Instrument Number	2286330
Book/Page	4354/147
ROW Document 7	Servitude Agreement
Entity Acquiring ROW	Franks Investment Company, LLC
Owner of Property when Acquired	Louisiana Midstream Gas Services, LLC
Date	2/10/2010
Instrument Number	2272353
Book/Page	4322/101
ROW Document 9	Memorandum of Surface Use Agreement
Entity Acquiring ROW	Chesapeake Operating, Inc.
Owner of Property when Acquired	Franks Investment Company, LLC
Date	8/26/2009
Instrument Number	2246604
Book/Page	4260/681
ROW Document 10	Permanent Utility Servitude
Entity Acquiring ROW	City of Shreveport
Owner of Property when Acquired	Franks Realty, Inc.
Date	2/6/2003
Instrument Number	1840851
Book/Page	3589/482
ROW Document 11	Assignment
Entity Acquiring ROW	ExxonMobil Pipeline Co. (Assignor), Magnolia Pipeline Co. (Assignee)
Owner of Property when Acquired	Franks Realty, Inc.

Date	1/18/2001
Instrument Number	1734387
Book/Page	3438/763
ROW Document 12	Right of Way Agreement
Entity Acquiring ROW	Caddo-Bossier Parishes Port Commission
Owner of Property when Acquired	John Creighton Webb, Jr. et al
Date	5/16/1995
Instrument Number	1472170
Book/Page	3042/171
ROW Document 13	Permanent Utility Servitude
Entity Acquiring ROW	City of Shreveport
Owner of Property when Acquired	John Creighton Webb, Jr. et al
Date	7/19/1979
Instrument Number	801767
Book/Page	1740/381
ROW Document 14	Conveyance of 6" pipeline
Entity Acquiring ROW	Falco, Inc. to J-W Operating Co.
Owner of Property when Acquired	John Creighton Webb, Jr. et al
Date	12/30/1975
Instrument Number	672440
Book/Page	1526/159
ROW Document 15	Right of Way
Entity Acquiring ROW	Interstate Pipe Line Company
Owner of Property when Acquired	Frederick F. Webb, Jr. et al
Date	7/15/1953
Instrument Number	52608
Book/Page	691/698

Sell Offs After Purchase

NONE	NONE
------	------

Mortgages/Liens (being requested)

Mortgage Certificate	Franks Investment Company, LLC
Contract of Lease	
Date	
Instrument	

Mortgage Book/Page	
--------------------	--

Maps/Plats Provided

Map 1	Partition of Frederick F. Webb property
Date	5/8/1979
Instrument Number	793201
Book/Page	1727/77

Ownership Names Researched

Name	Dates Researched
Franks Investment Co., LLC	11/29/2006 to Present
Franks Realty, LLC	11/17/2005 to 11/29/2006
Franks Realty, Inc.	5/1/1979 to 11/17/2005
John Creighton Webb, Jr. et al	8/24/1943 to 2/22/1973

Tax Information

Parish	Caddo Parish
Tax Year	2019
Assessed Ownership	Franks Investment Company, LLC
Assessment Number	161310-001-0004-00
Land	\$7,665.00
Improvements	N/A
Total Value	\$7,665.00
Taxes	\$1,175.51
Zoning	Ag. Lands Class IV
Municipal Address	Unknown

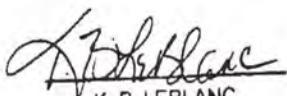
2120992

09/20/2007 02:05 PM

JAY DARDENNE
SECRETARY OF STATE
RECEIVED & FILED
DATE NOV 29 2006

M 4613

SCANNED @ 1009242007


K. B. LEBLANC
DEPUTY CLERK

AMENDMENT
OF
ARTICLES OF ORGANIZATION
OF
FRANKS REALTY, L.L.C.

C 3981

STATE OF LOUISIANA

COPY

PARISH OF BOSSIER

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, in and for the Parish of Bossier, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared **BOBBY E. JELKS**, whose permanent mailing address is P. O. Box 7665, Shreveport, Louisiana 71137-7665, Manager of Franks Realty, L.L.C., who declared that:

RECITALS

A. Franks Realty, L.L.C., a Louisiana limited liability company (the "Company") was formed by pursuant to Articles of Organization filed with the Secretary of State of Louisiana on November 2, 2005; and

B. By unanimous written consent dated November 22, 2006, the Members have voted to change the name of the Company from Franks Realty, L.L.C. to Franks Investment Company, L.L.C.

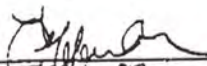
NOW, THEREFORE, the undersigned Manager does hereby file these Articles of Amendment to the Articles of Organization of Franks Realty, L.L.C., pursuant to La. R.S. 12:1309, and hereby amend Article I. of said Articles of Organization to read as follows:

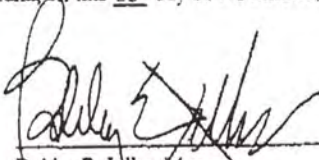
ARTICLE I
NAME

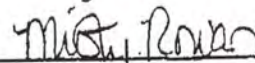
The name of this Limited Liability Company is: **FRANKS INVESTMENT COMPANY, L.L.C.** (the "Company").

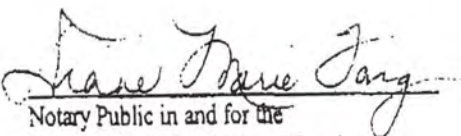
THUS DONE AND SIGNED in the presence of the undersigned competent witnesses and me, Notary, in the Parish of Bossier, State of Louisiana, on this 22nd day of November, 2006.

WITNESSES:


Tiffany O'Rear


Bobby E. Jelks, Manager


Misty Rouen


Notary Public in and for the
State of Louisiana, Parish of Bossier
My commission is for life.

Diane Marie Fong, Notary Public ID # 2731
P. O. Box 7665 - Shreveport, LA 71137-7665
Commissioned in Caddo Parish, Louisiana
Commission is for life.

SCANNED @ 09242007

UNANIMOUS CONSENT OF MEMBERS
OF
FRANKS REALTY, L.L.C.

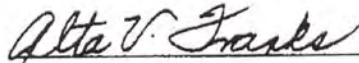
The undersigned, being the sole members of Franks Realty, L.L.C., a Louisiana limited liability company (the "Company"), do hereby adopt the following resolution by unanimous written consent:

BE IT RESOLVED that Article I of the Company's Articles of Organization is amended, superceded and replaced in its entirety by the following new Article I:

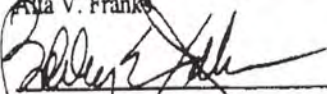
ARTICLE I

The name of this limited liability company is: Franks Investment Company, L.L.C.

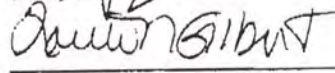
This Unanimous Consent of Members is dated November 22, 2006.



 Alta V. Franks



 Bobby E. Jelks



 Faith N. Gilbert

2008326

11/17/2005 04:14 PM

UNITED STATES OF AMERICA
State of Louisiana



B. LeBlanc
B. LEBLANC

Al Ater

C 3813

SECRETARY OF STATE

M 4193

As Secretary of State, of the State of Louisiana, I do hereby Certify that
a copy of a Merger document whereby FRANKS REALTY, INC.,
organized under the laws of LOUISIANA, is merged into

FRANKS REALTY, L.L.C.

Organized under the laws of LOUISIANA,

Was filed and recorded in this Office on November 4, 2005,
with an effective date of October 31, 2005.

*In testimony whereof, I have hereunto set
my hand and caused the Seal of my Office
to be affixed at the City of Baton Rouge on,
November 4, 2005*

Al Ater

TLA 36042934K 36048812



'03

Secretary of State

654

CORRECTION OF RATIFICATION OF CASH SALE DEED

BEFORE the undersigned authority, personally came and appeared:

John Creighton Webb, Jr. (hereinafter referred to as "Appearer").

On July 9, 1998 Appearer conveyed to Franks Realty, Inc. certain properties all as more fully shown in the Cash Sale Deed recorded as Instrument Number 1612248 (the "Deed") of the Conveyance Records of Caddo Parish, Louisiana, and ratified by Instrument Number 1621270 recorded September 14, 1998 of the Records of Caddo Parish, Louisiana.

Inadvertently the legal description in that Ratification to correct the Cash Sale Deed was incorrect. Therefore Appearer wishes to amend and correct, and does by these presents, amend and correct the description in the Deed and Ratification to read as follows:

A tract of land containing 432.617 acres, more or less, located in Sections 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana.

Beginning at a point S 36°48'16" E, 3349.37 feet from the intersection of center line of Flournoy-Lucas Road and West right-of-way of Texas & Pacific Railroad, said point being on West right-of-way of said Texas & Pacific Railroad, said point being identified as "Point A-Tract 4" on map of survey of F.F. Webb Est. by Gordon Russell, P.L.S., dated April 9, 1979;

Thence continuing with said West line of Texas & Pacific Railroad right-of-way S 36°48'16" E, 1312.34 feet; to Point of Curve;

Thence with said Curve to the left for a delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to Point of Tangency;

Thence with said right-of-way line the following twelve (12) calls:

- S 64°29'43" E, 502.07 feet;
- S 25°30'17" W, 25.0 feet;
- S 64°29'43" E, 1300.03 feet;
- N 25°30'17" E, 25.0 feet;
- S 64°29'43" E, 1998.0 feet;
- S 63°10'44" E, 190.67 feet;
- S 62°13'50" E, 100.0 feet;
- S 61°09'51" E, 100.0 feet;
- S 59°33'29" E, 100.0 feet;
- S 58°25'29" E, 100.0 feet;
- S 56°45'48" E, 100.0 feet;
- S 55°13'11" E, 100.0 feet;

Thence leaving said West line of Texas & Pacific Railroad right-of-way S 0°48'29" W, 1,115.58 feet;

Thence N 89°10'17" W, 1317.86 feet (recorded N 89°10'17" W, 1318.46 feet);

Thence S 0°24'19" W, 1183.38 feet (recorded S 0°43'56" W, 1231.46 feet);

Thence S 57°59'04" W, 259.67 feet (recorded S 61°37'16" W, 189.02 feet);

Thence N 89°46'44" W, 1855.47 feet (recorded N 89°46'44" W, 1908.47 feet) along an extension of the North line of Rose Ridge Subdivision, as recorded in Book 2300, page 173, Records of Caddo Parish, to centerline of Bayou Pierre;

Thence with centerline of said Bayou Pierre in Northwesterly direction, 1689.33 feet (recorded 1619.82 feet);

Thence leaving said centerline of Bayou Pierre N 55°16'47" E, 275.72 feet to an extension of an existing fence;

Thence with said fence line N 51°30'21" W, 1823.23 feet;

Thence N 89°52'07" W, 1227.16 feet (recorded N 89°52'07" W, 1157.78 feet) to centerline of Bayou Pierre;

Thence Northeasterly with centerline of Bayou Pierre 937.45 feet to the intersection of centerlines of Sand Beach Bayou and Bayou Pierre, said point being identified as "Point C-Tract 4" on said map of survey by Gordon Russell, P.L.S.;

Thence with centerline of said Sand Beach Bayou in Northwesterly direction 2799.95 feet (recorded 2820.67 feet) to a point in center of Sand Beach Bayou, said point lying S 53°11'44" W, 44.62 feet from a point being identified as "Point B-Tract 4" on said map of survey by Gordon Russell, P.L.S.;

Thence N 53°11'44" E, 709.60 feet (recorded N 53°11'44" E, 664.97 feet) to the Point of Beginning and containing 432.617 acres, or 18,844,799.75 square feet, more or less.

Appearer does hereby confirm and correct the ratification of the above described sale.

THIS DONE AND SIGNED in the presence of the undersigned competent witnesses this 16th day of March, 1999.

WITNESSES:

[Signature]

CC 335

[Signature]
John Creighton Webb, Jr.

[Signature]

[Signature]
Notary Public

FILED & RECORDED
CADDO PARISH LA
June 3 3 00 PM '99
Judy Clark
DPY CLERK & REC. OFFER

1656556

C 3273

1621270

STATE OF LOUISIANA
PARISH OF CADDO

RATIFICATION OF CASH SALE DEED

BEFORE the undersigned authority, personally came and appeared:

John Woods Day (hereinafter referred to as "Apparar").

On July 9, 1998 Apparar conveyed to Franks Realty, Inc. certain properties all as more fully shown in the Cash Sale Deed recorded as Registry number 1612248 (the "Deed") of the public records of Caddo Parish, Louisiana.

Inadvertently introductory language was omitted from the description of the property. The omitted language was as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana.

Therefore Apparar wishes to amend and correct, and does by these presents, amend and correct the description in the Deed to read as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River, thence North 50°12'24" West 1012.43 feet, thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1, thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve, thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet, thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly, thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet, thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet, thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 38°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of beginning; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

Apparar does hereby confirm and ratify the above described sale.

THIS DONE AND SIGNED in the presence of the undersigned competent witnesses this _____ day of September, 1998.

WITNESSES

[Signature]
S. Spedley Mc Soto

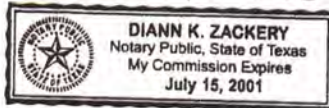
[Signature]
John Woods Day

[Signature]
Diann K. Zackery
Notary Public

K:\WP\MCARR\1402787.ratify - September 9, 1998

185

3260
436



FILED
CLERK
LA
SEP 14 11 52 AM '98
Diann K. Zackery
CLERK
RECORDS

1621270

STATE OF LOUISIANA

PARISH OF CADDO

RATIFICATION OF CASH SALE DEED

BEFORE the undersigned authority, personally came and appeared:

Andrew Webb Day (hereinafter referred to as "Appearer").

On July 9, 1998 Appearer conveyed to Franks Realty, Inc. certain properties all as more fully shown in the Cash Sale Deed recorded as Registry number 1612248 (the "Deed") of the public records of Caddo Parish, Louisiana.

Inadvertently introductory language was omitted from the description of the property. The omitted language was as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana.

Therefore Appearer wishes to amend and correct, and does by these presents, amend and correct the description in the Deed to read as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

Appearer does hereby confirm and ratify the above described sale.

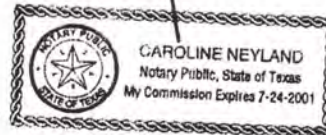
THUS DONE AND SIGNED in the presence of the undersigned competent witnesses this 9 day of September, 1998.

WITNESSES:

[Handwritten signatures of witnesses]

[Handwritten signature of Andrew Webb Day]
Andrew Webb Day

[Handwritten signature of Caroline Neyland]
Caroline Neyland
Notary Public



STATE OF LOUISIANA
PARISH OF CADDO

RATIFICATION OF ACT OF SALE

BEFORE the undersigned authority, personally came and appeared:

John Creighton Webb, Jr. (hereinafter referred to as "Apparer").

On July 9, 1998 Apparer conveyed to Franks Realty, Inc. certain properties all as more fully shown in the Cash Sale Deed recorded as Registry number 1612248 (the "Deed") of the public records of Caddo Parish, Louisiana.

Inadvertently introductory language was omitted from the description of the property. The omitted language was as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana.

Therefore Apparer wishes to amend and correct, and does by these presents, amend and correct the description in the Deed to read as follows:

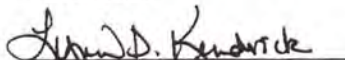
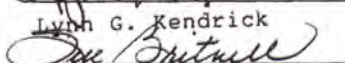
A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana

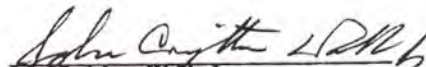
Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.


Apparer does hereby confirm and ratify the above described sale.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses this 27th day of July, 1998.

WITNESSES:


Lynn G. Kendrick

Sue Britnell


John Creighton Webb, Jr.


Margaret Carroll
Notary Public

STATE OF LOUISIANA
PARISH OF CADDO

RATIFICATION OF ACT OF SALE

BEFORE the undersigned authority, personally came and appeared:

Helen Webb Cooley (hereinafter referred to as "Appearer").

On July 9, 1998 Appearer, through her agent and attorney in fact, conveyed to Franks Realty, Inc., certain properties all as more fully shown in the Cash Sale Deed recorded as Registry number 1612248 (the "Deed") of the public records of Caddo Parish, Louisiana.

Inadvertently introductory language was omitted from the description of the property. The omitted language was as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana.

Therefore Appearer wishes to amend and correct, and does by these presents, amend and correct the description in the Deed to read as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

Appearer does hereby confirm and ratify the above described sale.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses this 28th day of July, 1998.

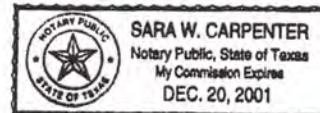
WITNESSES:

Judith A. Mason

Helen Webb Cooley
Helen Webb Cooley

Patricia A. Morgan

Sara W. Carpenter
Notary Public



STATE OF LOUISIANA

PARISH OF CADDO

RATIFICATION OF ACT OF SALE

BEFORE the undersigned authority, personally came and appeared:

Azalie Webb Crain(hereinafter referred to as "Appearer").

On July 9, 1998 Appearer, through her agent and attorney in fact, conveyed to Franks Realty, Inc., certain properties all as more fully shown in the Cash Sale Deed recorded as Registry number 1612248 (the "Deed") of the public records of Caddo Parish, Louisiana.

Inadvertently introductory language was omitted from the description of the property. The omitted language was as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana.

Therefore Appearer wishes to amend and correct, and does by these presents, amend and correct the description in the Deed to read as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

Appearer does hereby confirm and ratify the above described sale.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses this 28th day of July, 1998.

WITNESSES:

Margaret O. Anderson
Paul D. Henry

Azalie Webb Crain
Azalie Webb Crain

Pamela J. Kemere
Notary Public

STATE OF LOUISIANA
PARISH OF CADDO

RATIFICATION OF ACT OF SALE

BEFORE the undersigned authority, personally came and appeared:

George Crain, Jr. (hereinafter referred to as "Appearer").

On July 9, 1998 Appearer, through his agent and attorney in fact, conveyed to Franks Realty, Inc., certain properties all as more fully shown in the Cash Sale Deed recorded as Registry number 1612248 (the "Deed") of the public records of Caddo Parish, Louisiana.

Inadvertently introductory language was omitted from the description of the property. The omitted language was as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana.

Therefore Appearer wishes to amend and correct, and does by these presents, amend and correct the description in the Deed to read as follows:

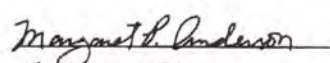

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana

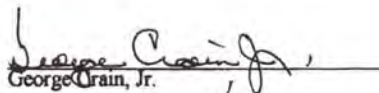
Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

Appearer does hereby confirm and ratify the above described sale.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses this ____ day of July, 1998.

WITNESSES:


George Crain, Jr.


Pamela T. Romero
Notary Public

STATE OF LOUISIANA

PARISH OF CADDO

RATIFICATION OF ACT OF SALE

BEFORE the undersigned authority, personally came and appeared:

Azalie Crain Holland (hereinafter referred to as "Appearer").

On July 9, 1998 Appearer, through her agent and attorney in fact, conveyed to Franks Realty, Inc., certain properties all as more fully shown in the Cash Sale Deed recorded as Registry number 1612248 (the "Deed") of the public records of Caddo Parish, Louisiana.

Inadvertently introductory language was omitted from the description of the property. The omitted language was as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana.

Therefore Appearer wishes to amend and correct, and does by these presents, amend and correct the description in the Deed to read as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94,267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

Appearer does hereby confirm and ratify the above described sale.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses this 9 day of July, 1998.

WITNESSES:

Judith L. Vincent

Azalie Crain Holland
Azalie Crain Holland

Michelle J. Fontenot

Pamela T. Remers
Notary Public

STATE OF LOUISIANA
PARISH OF CADDO

RATIFICATION OF ACT OF SALE

BEFORE the undersigned authority, personally came and appeared:

Lucille Webb Day (hereinafter referred to as "Apparcer").

On July 9, 1998 Apparcer, through her agent and attorney in fact, conveyed to Franks Realty, Inc., certain properties all as more fully shown in the Cash Sale Deed recorded as Registry number 1612248 (the "Deed") of the public records of Caddo Parish, Louisiana.

Inadvertently introductory language was omitted from the description of the property. The omitted language was as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana.

Therefore Apparcer wishes to amend and correct, and does by these presents, amend and correct the description in the Deed to read as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

Apparcer does hereby confirm and ratify the above described sale.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses this 27th day of July, 1998.

WITNESSES:

Donnell (Lepote)
Annadpkins

* *Lucille Webb Day*
Lucille Webb Day

Phyllis Dublin
Notary Public

STATE OF LOUISIANA
PARISH OF CADDO

RATIFICATION OF ACT OF SALE

BEFORE the undersigned authority, personally came and appeared:

Phillip George Day, Jr. (hereinafter referred to as "Appearer").

On July 9, 1998 Appearer, through his agent and attorney in fact, conveyed to Franks Realty, Inc., certain properties all as more fully shown in the Cash Sale Deed recorded as Registry number 1612248 (the "Deed") of the public records of Caddo Parish, Louisiana.

Inadvertently introductory language was omitted from the description of the property. The omitted language was as follows:

A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana.

Therefore Appearer wishes to amend and correct, and does by these presents, amend and correct the description in the Deed to read as follows:

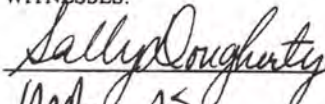
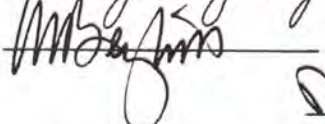
A tract of land containing 432.369 acres, more or less, located in Section 10, 11, 14 and 15, Township 16 North, Range 13 West, Caddo Parish, Louisiana

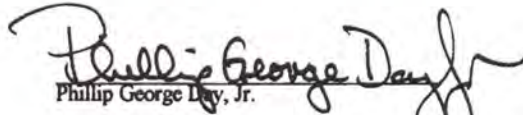
Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

Appearer does hereby confirm and ratify the above described sale.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses this ____ day of July, 1998.

WITNESSES:


Phillip George Day, Jr.


Notary Public

1621270



C 3260

1612248
CASH SALE DEED

FILED & RECORDED
CADDOPARISH LA

JUL 9 2 46 PM '98

Handwritten signature
NOT. CLERY M. VIGOR

STATE OF LOUISIANA)
PARISH OF CADDO)

BE IT KNOWN, that this day before me, the undersigned authority, a Notary Public in and for the said Parish, duly commissioned and sworn, came and appeared

JOHN CREIGHTON WEBB, JR., husband of Mary Ann W. Webb, and a resident of Caddo Parish, Louisiana, whose mailing address is 1372 Leonard Road, Shreveport, LA 71115. ("Vendor")

HELEN WEBB COOLEY, a single woman, and a resident of Nueces County, Texas, whose mailing address is 4634 Quincy, Corpus Christi, TX 78411, ("Vendor") herein represented by John Creighton Webb, Jr., her agent and attorney in fact duly authorized to act by virtue of power of attorney attached hereto and made a part of,

AZALIE WEBB CRAIN, wife of George L. Crain, Sr., and a resident of Lafayette Parish, Louisiana, whose mailing address is 106 Canterbury Road, Lafayette, LA 70501, ("Vendor") herein represented by John Creighton Webb, Jr., her agent and attorney in fact duly authorized to act by virtue of power of attorney attached hereto and made a part of,

GEORGE CRAIN, JR., husband of Merylyn Wood Crain, and a resident of Lafayette Parish, Louisiana, whose mailing address is P.O. Box 2340, Lafayette, LA 70502, ("Vendor") herein represented by John Creighton Webb, Jr., his agent and attorney in fact duly authorized to act by virtue of power of attorney attached hereto and made a part of,

AZALIE CRAIN HOLLAND, a single woman, and a resident of Harris County, Texas, whose mailing address is 2345 Bering Drive, Apt. 746, Houston, TX 77057 ("Vendor") herein represented by John Creighton Webb, Jr., her agent and attorney in fact duly authorized to act by virtue of power of attorney attached hereto and made a part of,

LUCILLE WEBB DAY, wife of Phillip George Day, Sr., and a resident of Caddo Parish, Louisiana, whose mailing address is 237 Pennsylvania, Shreveport, LA 71105, ("Vendor") herein represented by John Creighton Webb, Jr., her agent and attorney in fact duly authorized to act by virtue of power of attorney attached hereto and made a part of,

ANDREW WEBB DAY, husband of Brigette Rhinehart Day, and a resident of Harris County, Texas, whose mailing address is 7334 Wovenwood Lane, Houston, TX 77041, ("Vendor") herein represented by John Creighton Webb, Jr., his agent and attorney in fact duly authorized to act by virtue of power of attorney attached hereto and made a part of,

JOHN WOODS DAY, husband of Leslie Comstock Day, and a resident of Walker County, Texas, whose mailing address is 3349 Pine Grove, Huntsville, TX 77340, ("Vendor") herein represented by John Creighton Webb, Jr., his agent and attorney in fact duly authorized to act by virtue of power of attorney attached hereto and made a part of,

PHILLIP GEORGE DAY, JR., husband of Rose Hubley Day, and a resident of Smith County, Texas, whose mailing address is 400 Knoxville, Tyler, TX 75703, ("Vendor") herein represented by John Creighton Webb, Jr., his agent and attorney in fact duly authorized to act by virtue of power of attorney attached hereto and made a part of,

who declared that they do by these presents, GRANT, BARGAIN, SELL, CONVEY AND DELIVER, with full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, together with all rights of prescription, whether acquisitive or liberative, to which said vendor may be entitled, unto

FRANKS REALTY, INC., a Louisiana corporation, whose mailing address is P.O. Box 7665, Shreveport, LA 71137, ("Vendee")

the following described property, to-wit:

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24"

1612248

West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

The property described herein is conveyed subject to all recorded servitudes, restrictions, rights-of-way and easements.

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

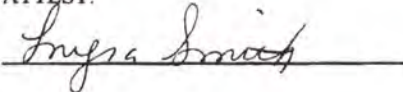
This sale is made for the consideration of the sum of **THREE MILLION (\$3,000,000.00) DOLLARS** cash in hand paid, the receipt of which is hereby acknowledged.

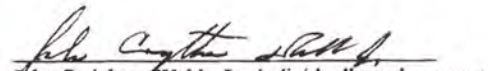
The certificate of mortgage is hereby waived by the parties, and evidence of the payment of taxes produced.

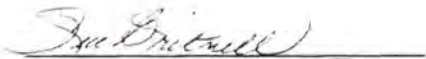
The Vendee takes cognizance of all past due and/or current year's taxes and agrees to pay the same.

DONE AND PASSED at my office in said Parish in presence of the undersigned competent witnesses and me, Notary, on this 4th day of July, 1998.

ATTEST:




John Creighton Webb, Jr., individually and as agent and attorney in fact for Helen Webb Cooley, Azalie Webb Crain, George Crain, Jr., Azalie Crain Holland, Lucille Webb Day, Andrew Webb Day, John Woods Day, Phillip George Day, Jr.,




NOTARY PUBLIC

STATE OF Louisiana

PARISH OF Lafayette

SPECIAL POWER OF ATTORNEY
TO SELL

BE IT KNOWN, that on the respective dates before the respective Notaries Public, duly commissioned and qualified in their respective jurisdictions, personally came and appeared:

GEORGE CRAIN, JR.

(hereinafter referred to as "Principal") who declares and acknowledged that Principal has made and appointed and does by this act make, name, appoint, ordain and constitute:

JOHN CREIGHTON WEBB, JR.

(hereinafter referred to as "Agent") to be Principal's true and lawful agent and attorney in fact, to represent Principal, to act in Principal's name and stead, and to handle Principal's interest generally in and with reference to any and all interests, claims, legacies, requests or other ownership or interest, to execute all instruments, especially for Agent to appear before any Notary Public and sell, transfer, grant, bargain and deliver all of Principal's right, title and interest in and to the following described property, to-wit:

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

While this authority is granted to said Agent by Principal as a Special Power of Attorney, limited as herein described, it is the intent of Principal that Agent shall have the full power and authority to do and perform for Principal and in Principal's name and stead, all acts and things which Agent may deem necessary and proper, or which may be required by law, and in keeping with custom for the proper sale, transfer and delivery of the above described property.

Agent is further empowered on behalf of Principal to receive, accept and acknowledge receipt of any disclosure statements. Agent is hereby specifically empowered on behalf of Principal to collect funds due to become due to said Principal and to receive, receipt for and distribute same.

Principal further empowers Agent to do any and all things necessary or proper in Agent's sole discretion, in order to complete this transaction, said Principal hereby ratifying and approving each and every act of said Agent to the same extent and as fully and as completely as if the Principal had been present. Principal further indemnifies Agent against loss or damage arising through Agent's appearance on behalf of Principal.

THUS DONE AND SIGNED on the 26th day of June, 1998, in the presence of the undersigned competent witnesses who have hereunto signed their names, with the said Principal and me, Notary Public, after due reading of the whole.

*WITNESSES:

[Signature]
Daniel J. Fruge'

[Signature]
GEORGE CRAIN, JR.

[Signature]
Margaret P. Anderson

[Signature]
NOTARY PUBLIC

Commission Expires @ Death Pamela T. Romero

*The notary may not be one of the witnesses

STATE OF Louisiana

PARISH OF CAJODO

BE IT KNOWN that on this 26th day of July, 19 98, before me, the undersigned Notary Public, duly commissioned and qualified in the above named State and Parish, personally came and appeared the undersigned, who declared and acknowledged that the undersigned is the duly appointed Agent and Attorney in Fact for Principal and that the undersigned does hereby accept the appointment under the terms and conditions stated in the foregoing Special Power of Attorney to conduct, manage and transact all business concerns and matters of whatever nature and all obligations required by Louisiana law.

THUS DONE AND SIGNED on the day and date hereinabove set forth, in the presence of the undersigned competent witnesses who have hereunto signed their names with the said Agent and me, Notary, after due reading of the whole.

WITNESSES

[Signature]
[Signature]

[Signature]

[Signature]
NOTARY PUBLIC

K:\WP\MCARROLL\GEORGE.PCA - June 24, 1998

STATE OF Louisiana

PARISH OF Lafayette

SPECIAL POWER OF ATTORNEY
TO SELL

BE IT KNOWN, that on the respective dates before the respective Notaries Public, duly commissioned and qualified in their respective jurisdictions, personally came and appeared:

AZALIE WEBB CRAIN

(hereinafter referred to as "Principal") who declares and acknowledged that Principal has made and appointed and does by this act make, name, appoint, ordain and constitute:

JOHN CREIGHTON WEBB, JR.

(hereinafter referred to as "Agent") to be Principal's true and lawful agent and attorney in fact, to represent Principal, to act in Principal's name and stead, and to handle Principal's interest generally in and with reference to any and all interests, claims, legacies, requests or other ownership or interest, to execute all instruments, especially for Agent to appear before any Notary Public and sell, transfer, grant, bargain and deliver all of Principal's right, title and interest in and to the following described property, to-wit:

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

While this authority is granted to said Agent by Principal as a Special Power of Attorney, limited as herein described, it is the intent of Principal that Agent shall have the full power and authority to do and perform for Principal and in Principal's name and stead, all acts and things which Agent may deem necessary and proper, or which may be required by law; and in keeping with custom for the proper sale, transfer and delivery of the above described property.

Agent is further empowered on behalf of Principal to receive, accept and acknowledge receipt of any disclosure statements. Agent is hereby specifically empowered on behalf of Principal to collect funds due to become due to said Principal and to receive, receipt for and distribute same.

Principal further empowers Agent to do any and all things necessary or proper in Agent's sole discretion, in order to complete this transaction, said Principal hereby ratifying and approving each and every act of said Agent to the same extent and as fully and as completely as if the Principal had been present. Principal further indemnifies Agent against loss or damage arising through Agent's appearance on behalf of Principal.

THUS DONE AND SIGNED on the 26 day of June, 1998, in the presence of the undersigned competent witnesses who have hereunto signed their names, with the said Principal and me, Notary Public, after due reading of the whole.

*WITNESSES:

[Signature]
Daniel J. Fruge

[Signature]
AZALIE WEBB CRAIN

[Signature]
Margaret P. Anderson

[Signature]
NOTARY PUBLIC
Pamela T. Romero

Commission Expires @ Death

*The notary may not be one of the witnesses

STATE OF Louisiana

PARISH OF Caddo

BE IT KNOWN that on this 9th day of July, 1998, before me, the undersigned Notary Public, duly commissioned and qualified in the above named State and Parish, personally came and appeared the undersigned, who declared and acknowledged that the undersigned is the duly appointed Agent and Attorney in Fact for Principal and that the undersigned does hereby accept the appointment under the terms and conditions stated in the foregoing Special Power of Attorney to conduct, manage and transact all business concerns and matters of whatever nature and all obligations required by Louisiana law.

THUS DONE AND SIGNED on the day and date hereinabove set forth, in the presence of the undersigned competent witnesses who have hereunto signed their names with the said Agent and me, Notary, after due reading of the whole.

WITNESSES

[Signature]

[Signature]

[Signature]

[Signature]
NOTARY PUBLIC

K:\WPMICARROLLAZALIE.POA - June 24, 1998

STATE OF TEXAS

COUNTY OF NUECES

SPECIAL POWER OF ATTORNEY
TO SELL

BE IT KNOWN, that on the respective dates before the respective Notaries Public, duly commissioned and qualified in their respective jurisdictions, personally came and appeared:

HELEN WEBB COOLEY

(hereinafter referred to as "Principal") who declares and acknowledged that Principal has made and appointed and does by this act make, name, appoint, ordain and constitute:

JOHN CREIGHTON WEBB, JR.

(hereinafter referred to as "Agent") to be Principal's true and lawful agent and attorney in fact, to represent Principal, to act in Principal's name and stead, and to handle Principal's interest generally in and with reference to any and all interests, claims, legacies, requests or other ownership or interest, to execute all instruments, especially for Agent to appear before any Notary Public and sell, transfer, grant, bargain and deliver all of Principal's right, title and interest in and to the following described property, to-wit:

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

While this authority is granted to said Agent by Principal as a Special Power of Attorney, limited as herein described, it is the intent of Principal that Agent shall have the full power and authority to do and perform for Principal and in Principal's name and stead, all acts and things which Agent may deem necessary and proper, or which may be required by law, and in keeping with custom for the proper sale, transfer and delivery of the above described property.

Agent is further empowered on behalf of Principal to receive, accept and acknowledge receipt of any disclosure statements. Agent is hereby specifically empowered on behalf of Principal to collect funds due to become due to said Principal and to receive, receipt for and distribute same.

Principal further empowers Agent to do any and all things necessary or proper in Agent's sole discretion, in order to complete this transaction, said Principal hereby ratifying and approving each and every act of said Agent to the same extent and as fully and as completely as if the Principal had been present. Principal further indemnifies Agent against loss or damage arising through Agent's appearance on behalf of Principal.

THUS DONE AND SIGNED on the 26TH day of JUNE, 1998, in the presence of the undersigned competent witnesses who have hereunto signed their names, with the said Principal and me, Notary Public, after due reading of the whole.

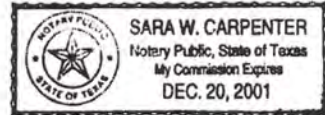
*WITNESSES:

[Signature]
CHARLES A. BONNIVELL, IV

[Signature]
HELEN WEBB COOLEY

[Signature]
MOLLIE WETZEL

[Signature]
NOTARY PUBLIC



*The notary may not be one of the witnesses

STATE OF Louisiana
PARISH OF Caddo

BE IT KNOWN that on this 26th day of July, 1998, before me, the undersigned Notary Public, duly commissioned and qualified in the above named State and Parish, personally came and appeared the undersigned, who declared and acknowledged that the undersigned is the duly appointed Agent and Attorney in Fact for Principal and that the undersigned does hereby accept the appointment under the terms and conditions stated in the foregoing Special Power of Attorney to conduct, manage and transact all business concerns and matters of whatever nature and all obligations required by Louisiana law.

THUS DONE AND SIGNED on the day and date hereinabove set forth, in the presence of the undersigned competent witnesses who have hereunto signed their names with the said Agent and me, Notary, after due reading of the whole.

WITNESSES

[Signature]
[Signature]

[Signature]

[Signature]
NOTARY PUBLIC

K:\WP\MCARROLL\HELEN POA - June 24, 1998

STATE OF TEXAS

COUNTY OF SMITH

SPECIAL POWER OF ATTORNEY
TO SELL

BE IT KNOWN, that on the respective dates before the respective Notaries Public, duly commissioned and qualified in their respective jurisdictions, personally came and appeared:

PHILLIP GEORGE DAY, JR.

(hereinafter referred to as "Principal") who declares and acknowledged that Principal has made and appointed and does by this act make, name, appoint, ordain and constitute:

JOHN CREIGHTON WEBB, JR.

(hereinafter referred to as "Agent") to be Principal's true and lawful agent and attorney in fact, to represent Principal, to act in Principal's name and stead, and to handle Principal's interest generally in and with reference to any and all interests, claims, legacies, requests or other ownership or interest, to execute all instruments, especially for Agent to appear before any Notary Public and sell, transfer, grant, bargain and deliver all of Principal's right, title and interest in and to the following described property, to-wit:

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

While this authority is granted to said Agent by Principal as a Special Power of Attorney, limited as herein described, it is the intent of Principal that Agent shall have the full power and authority to do and perform for Principal and in Principal's name and stead, all acts and things which Agent may deem necessary and proper, or which may be required by law, and in keeping with custom for the proper sale, transfer and delivery of the above described property.

Agent is further empowered on behalf of Principal to receive, accept and acknowledge receipt of any disclosure statements. Agent is hereby specifically empowered on behalf of Principal to collect funds due to become due to said Principal and to receive, receipt for and distribute same.

Principal further empowers Agent to do any and all things necessary or proper in Agent's sole discretion, in order to complete this transaction, said Principal hereby ratifying and approving each and every act of said Agent to the same extent and as fully and as completely as if the Principal had been present. Principal further indemnifies Agent against loss or damage arising through Agent's appearance on behalf of Principal.

THUS DONE AND SIGNED on the 26 day of June, 1998, in the presence of the undersigned competent witnesses who have hereunto signed their names, with the said Principal and me, Notary Public, after due reading of the whole.

*WITNESSES:

Marshall Berryhill
Marshall Berryhill

Phillip G. Day, Jr.
PHILLIP GEORGE DAY, JR.

Sally R. Dougherty
Sally R. Dougherty

Laura Douglas
NOTARY PUBLIC
Laura Douglas

*The notary may not be one of the witnesses

STATE OF Louisiana
PARISH OF Orleans

BE IT KNOWN that on this 26th day of July, 1998, before me, the undersigned Notary Public, duly commissioned and qualified in the above named State and Parish, personally came and appeared the undersigned, who declared and acknowledged that the undersigned is the duly appointed Agent and Attorney in Fact for Principal and that the undersigned does hereby accept the appointment under the terms and conditions stated in the foregoing Special Power of Attorney to conduct, manage and transact all business concerns and matters of whatever nature and all obligations required by Louisiana law.

THUS DONE AND SIGNED on the day and date hereinabove set forth, in the presence of the undersigned competent witnesses who have hereunto signed their names with the said Agent and me, Notary, after due reading of the whole.

WITNESSES

Laura Smith

John Anthony Smith

Eric B. Smith

Laura Douglas
NOTARY PUBLIC

K:\WP\MCARROLL\PHILLIP POA - June 24, 1998

STATE OF TEXAS

COUNTY OF WALKER

SPECIAL POWER OF ATTORNEY
TO SELL

BE IT KNOWN, that on the respective dates before the respective Notaries Public, duly commissioned and qualified in their respective jurisdictions, personally came and appeared:

JOHN WOODS DAY

(hereinafter referred to as "Principal") who declares and acknowledged that Principal has made and appointed and does by this act make, name, appoint, ordain and constitute:

JOHN CREIGHTON WEBB, JR.

(hereinafter referred to as "Agent") to be Principal's true and lawful agent and attorney in fact, to represent Principal, to act in Principal's name and stead, and to handle Principal's interest generally in and with reference to any and all interests, claims, legacies, requests or other ownership or interest, to execute all instruments, especially for Agent to appear before any Notary Public and sell, transfer, grant, bargain and deliver all of Principal's right, title and interest in and to the following described property, to-wit:

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

While this authority is granted to said Agent by Principal as a Special Power of Attorney, limited as herein described, it is the intent of Principal that Agent shall have the full power and authority to do and perform for Principal and in Principal's name and stead, all acts and things which Agent may deem necessary and proper, or which may be required by law; and in keeping with custom for the proper sale, transfer and delivery of the above described property.

Agent is further empowered on behalf of Principal to receive, accept and acknowledge receipt of any disclosure statements. Agent is hereby specifically empowered on behalf of Principal to collect funds due to become due to said Principal and to receive, receipt for and distribute same.

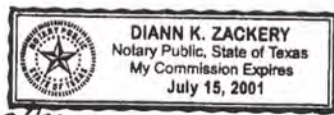
Principal further empowers Agent to do any and all things necessary or proper in Agent's sole discretion, in order to complete this transaction, said Principal hereby ratifying and approving each and every act of said Agent to the same extent and as fully and as completely as if the Principal had been present. Principal further indemnifies Agent against loss or damage arising through Agent's appearance on behalf of Principal.

THUS DONE AND SIGNED on the 25th day of June, 1998, in the presence of the undersigned competent witnesses who have hereunto signed their names, with the said Principal and me, Notary Public, after due reading of the whole.

*WITNESSES:

Tiffany Metzler
Tiffany Metzler
Shelley M. Solow
Shelley M. Solow

John Woods Day
JOHN WOODS DAY



Diann K. Zackery
NOTARY PUBLIC
Huntsville, Tx.

*The notary may not be one of the witnesses

STATE OF Louisiana
PARISH OF Caduda

BE IT KNOWN that on this 9th day of July, 1998, before me, the undersigned Notary Public, duly commissioned and qualified in the above named State and Parish, personally came and appeared the undersigned, who declared and acknowledged that the undersigned is the duly appointed Agent and Attorney in Fact for Principal and that the undersigned does hereby accept the appointment under the terms and conditions stated in the foregoing Special Power of Attorney to conduct, manage and transact all business concerns and matters of whatever nature and all obligations required by Louisiana law.

THUS DONE AND SIGNED on the day and date hereinabove set forth, in the presence of the undersigned competent witnesses who have hereunto signed their names with the said Agent and me, Notary, after due reading of the whole.

WITNESSES

Luysa Smith
Erica Mitchell

John Woods Day

Diann K. Zackery
NOTARY PUBLIC

K:\WP\MCARROLL\JOHN.POA - June 24, 1998

STATE OF TEXAS

COUNTY OF HARRIS

SPECIAL POWER OF ATTORNEY
TO SELL

BE IT KNOWN, that on the respective dates before the respective Notaries Public, duly commissioned and qualified in their respective jurisdictions, personally came and appeared:

ANDREW WEBB DAY

(hereinafter referred to as "Principal") who declares and acknowledged that Principal has made and appointed and does by this act make, name, appoint, ordain and constitute:

JOHN CREIGHTON WEBB, JR.

(hereinafter referred to as "Agent") to be Principal's true and lawful agent and attorney in fact, to represent Principal, to act in Principal's name and stead, and to handle Principal's interest generally in and with reference to any and all interests, claims, legacies, requests or other ownership or interest, to execute all instruments, especially for Agent to appear before any Notary Public and sell, transfer, grant, bargain and deliver all of Principal's right, title and interest in and to the following described property, to-wit:

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

While this authority is granted to said Agent by Principal as a Special Power of Attorney, limited as herein described, it is the intent of Principal that Agent shall have the full power and authority to do and perform for Principal and in Principal's name and stead, all acts and things which Agent may deem necessary and proper, or which may be required by law, and in keeping with custom for the proper sale, transfer and delivery of the above described property.

Agent is further empowered on behalf of Principal to receive, accept and acknowledge receipt of any disclosure statements. Agent is hereby specifically empowered on behalf of Principal to collect funds due to become due to said Principal and to receive, receipt for and distribute same.

Principal further empowers Agent to do any and all things necessary or proper in Agent's sole discretion, in order to complete this transaction, said Principal hereby ratifying and approving each and every act of said Agent to the same extent and as fully and as completely as if the Principal had been present. Principal further indemnifies Agent against loss or damage arising through Agent's appearance on behalf of Principal.

THUS DONE AND SIGNED on the 30th day of JUNE, 1998, in the presence of the undersigned competent witnesses who have hereunto signed their names, with the said Principal and me, Notary Public, after due reading of the whole.

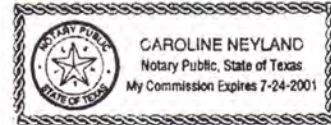
*WITNESSES:

Joscelynn Anderson
Joscelynn Anderson

Andrew Webb Day
ANDREW WEBB DAY

Diane Bachman
Diane Bachman

Caroline Neyland
NOTARY PUBLIC



*The notary may not be one of the witnesses

STATE OF Louisiana

PARISH OF Caddo

BE IT KNOWN that on this 7th day of July, 1998, before me, the undersigned Notary Public, duly commissioned and qualified in the above named State and Parish, personally came and appeared the undersigned, who declared and acknowledged that the undersigned is the duly appointed Agent and Attorney in Fact for Principal and that the undersigned does hereby accept the appointment under the terms and conditions stated in the foregoing Special Power of Attorney to conduct, manage and transact all business concerns and matters of whatever nature and all obligations required by Louisiana law.

THUS DONE AND SIGNED on the day and date hereinabove set forth, in the presence of the undersigned competent witnesses who have hereunto signed their names with the said Agent and me, Notary, after due reading of the whole.

WITNESSES

Luysa Smith
Devi Brantley

John Anthony LPH

Caroline Neyland
NOTARY PUBLIC

K:\WPMCARROLL\ANDREW.PCA - June 24, 1998

STATE OF LA

PARISH OF Caddo

SPECIAL POWER OF ATTORNEY
TO SELL

BE IT KNOWN, that on the respective dates before the respective Notaries Public, duly commissioned and qualified in their respective jurisdictions, personally came and appeared:

LUCILLE WEBB DAY

(hereinafter referred to as "Principal") who declares and acknowledged that Principal has made and appointed and does by this act make, name, appoint, ordain and constitute:

JOHN CREIGHTON WEBB, JR.

(hereinafter referred to as "Agent") to be Principal's true and lawful agent and attorney in fact, to represent Principal, to act in Principal's name and stead, and to handle Principal's interest generally in and with reference to any and all interests, claims, legacies, requests or other ownership or interest, to execute all instruments, especially for Agent to appear before any Notary Public and sell, transfer, grant, bargain and deliver all of Principal's right, title and interest in and to the following described property, to-wit:

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

While this authority is granted to said Agent by Principal as a Special Power of Attorney, limited as herein described, it is the intent of Principal that Agent shall have the full power and authority to do and perform for Principal and in Principal's name and stead, all acts and things which Agent may deem necessary and proper, or which may be required by law, and in keeping with custom for the proper sale, transfer and delivery of the above described property.

Agent is further empowered on behalf of Principal to receive, accept and acknowledge receipt of any disclosure statements. Agent is hereby specifically empowered on behalf of Principal to collect funds due to become due to said Principal and to receive, receipt for and distribute same.

Principal further empowers Agent to do any and all things necessary or proper in Agent's sole discretion, in order to complete this transaction, said Principal hereby ratifying and approving each and every act of said Agent to the same extent and as fully and as completely as if the Principal had been present. Principal further indemnifies Agent against loss or damage arising through Agent's appearance on behalf of Principal.

THUS DONE AND SIGNED on the 29th day of June, 1998, in the presence of the undersigned competent witnesses who have hereunto signed their names, with the said Principal and me, Notary Public, after due reading of the whole.

*WITNESSES:

Margaret Allen
Margaret Allen
Neha Hopkins
Neha Hopkins

Lucille Webb Day
LUCILLE WEBB DAY

Phyllis M. Dublin
NOTARY PUBLIC

Phyllis M. Dublin, Notary Public
Caddo Parish, Louisiana
My Commission is for Life

*The notary may not be one of the witnesses

STATE OF Louisiana
PARISH OF Caddo

BE IT KNOWN that on this 9th day of July, 1998, before me, the undersigned Notary Public, duly commissioned and qualified in the above named State and Parish, personally came and appeared the undersigned, who declared and acknowledged that the undersigned is the duly appointed Agent and Attorney in Fact for Principal and that the undersigned does hereby accept the appointment under the terms and conditions stated in the foregoing Special Power of Attorney to conduct, manage and transact all business concerns and matters of whatever nature and all obligations required by Louisiana law.

THUS DONE AND SIGNED on the day and date hereinabove set forth, in the presence of the undersigned competent witnesses who have hereunto signed their names with the said Agent and me, Notary, after due reading of the whole.

WITNESSES

Lucretia Smith
John C. Smith

John C. Smith

Phyllis M. Dublin
NOTARY PUBLIC

K:\WP\MCARROLL\LUCILLE.POA - June 24, 1998

STATE OF Texas
COUNTY OF Harris

SPECIAL POWER OF ATTORNEY
TO SELL

BE IT KNOWN, that on the respective dates before the respective Notaries Public, duly commissioned and qualified in their respective jurisdictions, personally came and appeared:

AZALIE CRAIN HOLLAND

(hereinafter referred to as "Principal") who declares and acknowledged that Principal has made and appointed and does by this act make, name, appoint, ordain and constitute:

JOHN CREIGHTON WEBB, JR.

(hereinafter referred to as "Agent") to be Principal's true and lawful agent and attorney in fact, to represent Principal, to act in Principal's name and stead, and to handle Principal's interest generally in and with reference to any and all interests, claims, legacies, requests or other ownership or interest, to execute all instruments, especially for Agent to appear before any Notary Public and sell, transfer, grant, bargain and deliver all of Principal's right, title and interest in and to the following described property, to-wit:

Beginning at a point South 37°38'00" East 1575.00 feet, North 35°32'00" East 33.00 feet and South 50°12'24" East 1012.43 feet from intersection of Forbing-Lucas center line and West right of way of an old abandon railroad, said point being on Southwest bank of Red River; thence North 50°12'24" West 1012.43 feet; thence South 35°32'00" West 33.00 feet to a point on the East right of way line of Louisiana State Highway No. 1; thence with said East right of way of Louisiana Highway No. 1 South 36°53'54" East 2898.04 feet to a point of curve; thence with said curve of East right of way of aforementioned highway, a Delta angle of 27°35'49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said East right of way South 64°29'43" East 4076.36 feet; thence leaving said right of way North 53°39'19" East 1423.23 feet to a point on Southwest bank of aforementioned Red River; thence with Southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369 acre tract of land lying Southwest of Texas & Pacific Railroad right of way being more completely described as follows: beginning at a point South 36°48'16" East 3349.37 feet from intersection of center line of Forbing-Lucas Road and West right of way of Texas & Pacific Railroad, said point being on West right of way of said Texas & Pacific Railroad, said point being identified as Point A - Tract 4; thence South 53°11'44" West 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B - Tract 4; thence with center line of said Sand Beach Bayou in Southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C - Tract 4; thence with center line of Bayou Pierre 937.45 feet, also Southeasterly; thence leaving said Bayou Pierre South 89°52'07" East 1157.78 feet; thence with a fence line South 51°30'21" East 1823.23 feet; thence leaving said fence line South 55°16'47" West 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in Southeasterly direction 1619.82 feet; thence leaving said center line of Bayou Pierre South 89°46'44" East 1908.47 feet; thence North 61°37'16" East 189.02 feet; thence North 00°43'56" East 1231.46 feet; thence South 89°10'17" East 1318.46 feet; thence North 00°48'29" East 1115.58 feet to West right of way of Texas & Pacific Railroad; thence with said right of way line: North 55°13'11" West 100.00 feet, North 56°45'48" West 100.00 feet, North 58°25'29" West 100.00 feet, North 59°33'29" West 100.00 feet, North 61°09'51" West 100.00 feet, North 62°13'50" West 100.00 feet, North 63°10'44" West 190.67 feet, North 64°29'43" West 3799.85 feet to point of curve of said Texas & Pacific Railroad right of way; thence with said curve a Delta angle of 27°47'33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right of way line North 36°48'16" West 1312.34 feet to point of beginning.

While this authority is granted to said Agent by Principal as a Special Power of Attorney, limited as herein described, it is the intent of Principal that Agent shall have the full power and authority to do and perform for Principal and in Principal's name and stead, all acts and things which Agent may deem necessary and proper, or which may be required by law, and in keeping with custom for the proper sale, transfer and delivery of the above described property.

Agent is further empowered on behalf of Principal to receive, accept and acknowledge receipt of any disclosure statements. Agent is hereby specifically empowered on behalf of Principal to collect funds due to become due to said Principal and to receive, receipt for and distribute same.

Principal further empowers Agent to do any and all things necessary or proper in Agent's sole discretion, in order to complete this transaction, said Principal hereby ratifying and approving each and every act of said Agent to the same extent and as fully and as completely as if the Principal had been present. Principal further indemnifies Agent against loss or damage arising through Agent's appearance on behalf of Principal.

THUS DONE AND SIGNED on the 25 day of June, 1998, in the presence of the undersigned competent witnesses who have hereunto signed their names, with the said Principal and me, Notary Public, after due reading of the whole.

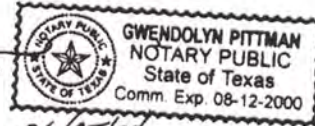
*WITNESSES:

Tammie Canale
Tammie Canale

AZALIE CRAIN HOLLAND
AZALIE CRAIN HOLLAND

Jerome C. Coffield
Jerome Coffield

Gwendolyn Pittman
NOTARY PUBLIC



06/25/98

*The notary may not be one of the witnesses

STATE OF Louisiana

PARISH OF Caddo

BE IT KNOWN that on this 25th day of July, 19 98, before me, the undersigned Notary Public, duly commissioned and qualified in the above named State and Parish, personally came and appeared the undersigned, who declared and acknowledged that the undersigned is the duly appointed Agent and Attorney in Fact for Principal and that the undersigned does hereby accept the appointment under the terms and conditions stated in the foregoing Special Power of Attorney to conduct, manage and transact all business concerns and matters of whatever nature and all obligations required by Louisiana law.

THUS DONE AND SIGNED on the day and date hereinabove set forth, in the presence of the undersigned competent witnesses who have hereunto signed their names with the said Agent and me, Notary, after due reading of the whole.

WITNESSES

Luysa Smith

John Cuyler

Dea. B. ...

Gwendolyn Pittman
NOTARY PUBLIC

K:\WPM\CARROLLVAZAHOL POA - June 24, 1998

793201

M.C. f

PARTITION DEED

STATE OF LOUISIANA)

PARISH OF CADDO) KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS,

793201

Clarence H. Webb, husband of Dorothy Dodd Webb
3904 Creswell Road
Shreveport, Louisiana 71105

Elmon D. Webb, husband of Virginia D. Webb
105 West 72nd Street
New York, New York 10023

Clarence H. Webb, Jr., husband of Virginia F. Webb
4088 Boxwood Circle
Jackson, Mississippi 39211

hereinafter referred to as the Clarence H. Webb Family;

Robert L. Webb, husband of Jean G. Webb
6225 Kathy Circle
Shreveport, Louisiana 71105

Lloyd Webb Diamond, wife of Anthony J. Diamond
237 Pierremont
Shreveport, Louisiana 71105

FILED & RECORDED
CADDO PARISH, LA.

MAY 8 12 30 PM '79

Leahly J. Jones
DEPUTY CLERK & RECORDER

hereinafter referred to as the Robert L. Webb Family;

Doris Yearwood Elgin, wife of Thomas M. Elgin
6225 Creswell Road
Shreveport, Louisiana 71106

Ruth Elgin Nordyke, wife of David H. Nordyke
6327 Sand Beach Blvd.
Shreveport, Louisiana 71105

hereinafter referred to as the Doris Yearwood Elgin Family;

John Creighton Webb, Jr., husband of Marianne W. Webb
Route 1, Box 530
Shreveport, Louisiana 71105

Helen Webb Cooley, a widow
4634 Quincy
Corpus Christi, Texas 78411

Azalie Webb Crain, a femme sole
101 Green Oaks Drive
Lafayette, Louisiana 70501

Azalie Crain Holland, wife of Lawrence William Holland
5923 Pincay Oaks Drive
Houston, Texas

George Crain, Jr., husband of Jamie Owen Crain
1015 Montrose Blvd,
Lafayette, Louisiana 70501

Lucille Webb Day, wife of Phillip Day
237 Pennsylvania
Shreveport, Louisiana 71105

Andrew Webb Day, husband of Brigitte M. Day
398 Boynton #43
San Jose, California 95117

John Woods Day, husband of Rosemary Estes Day
237 Pennsylvania
Shreveport, Louisiana 71105

Phillip George Day, Jr., husband of Rose Hubley Day
400 Mt. Vernon Street
Lafayette, Louisiana 70501

hereinafter referred to as the John Creighton Webb Family;

Frederick F. Webb III, husband of Adriane O'Neal Webb
115 Lucas Street
Shreveport, Louisiana 71105

Reuben W. Webb, husband of Nelwyn R. Webb
225 India
Shreveport, Louisiana 71105

John L. Webb, husband of Yvonne E. Webb
Route 2, Box 62X
Richmond, Texas 77469

Martha Lowe Webb Wann, wife of John E. Wann
26014 Oak Ridge Drive
Spring, Texas 77373

S. Bruce Loe, Jr., husband of Judy Loe
306 Royal Lane
Shreveport, Louisiana 71106

Mattie Lou Loe Brown, wife of Darryl Clifton Brown
244 Robinson
Shreveport, Louisiana 71104

Mae Catherine Loe Fisher, wife of Paul Jerome Fisher, Jr.
306 Royal Lane
Shreveport, Louisiana 71106

hereinafter referred to as the Frederick F. Webb Family; are

the owners in indivision of the following described lands:

That certain plantation located at Lucas, Caddo Parish, Louisiana, generally known as the Webb Plantation, and more particularly described as follows:

Those certain lands in Caddo Parish, Louisiana, fronting on Red River, near Lucas, presently known as the Levy Plantation, more fully described as Lot 15 of the Daniel Lands in Section 10 and Lots 2 and 6 of Daniel Lands and all that part of Lot 5 of Daniel Lands east of Bayou Pierre, all in Section 14; and a tract fronting one mile on Red River and located in Sections 10, 11, 13, 14 and 15, said tract having been formerly known as the Norris Tract, and forming a part now of the Levy Plantation, and being the same property, less such part thereof as has gone into Red River, acquired by Morris Levy of date August 8, 1863 per deed in Conveyance Book "O", page 497 of records of Caddo Parish, Louisiana, made a part hereof by reference, together with any excess lands that may lie between the northerly edgethereof and other lands of the F. P. Webb Estate; and together with and including all alluvian and accretion attached thereto and forming a part thereof, subject to right-of-way of Texas & Pacific Railway and of Model Highway and less 3.8 acres thereof lying south of Bayou Pierre;

All of the above described properties are located in Township 16 North, Range 13 West, Caddo Parish, Louisiana, containing 586 acres more or less.

Also a tract of 11.46 acres in NE $\frac{1}{4}$ of Section 10, Township 16 North, Range 13 West lying within the triangle bound on north and east by center line of abandoned railway right-of-way, on southeast by northerly line of above described Levy Place and on west by east line of Texas & Pacific Railway Company right-of-way; also all those portions of Sections 8, 9, 10 and 15, Township 16 North, Range 13 West lying west of Texas & Pacific Railway right-of-way and north and east of Bayou Pierre, save and except the portions of Sections 10 and 15, contained within Levy Tract hereinabove first described; also all those portions of Sections 3, 4 and 5, Township 16 North, Range 13 West lying west of Texas & Pacific Railway right-of-way, east of Bayou Pierre

and south of public road known and designated as Forbing-Lucas Road; also all those portions of Section 4, Township 16 North, Range 13 West lying south of Texas & Pacific Railway right-of-way, west of Sand Beach Bayou, south and east of Mile Bayou and north of public road known and designated as Forbing-Lucas Road; also all that part of Section 5, Township 16 North, Range 13 West lying south of Mile Bayou, east of center line of said section and north of Forbing-Lucas public road; also that part of said Section 5 lying north of Mile Bayou and east of Bayou Pierre, save and except Lot 1 of said section, and also all that part of Section 32, Township 17 North, Range 13 West lying south of Texas & Pacific Railway right-of-way and east of Bayou Pierre, all of said lands being located in Caddo Parish, Louisiana and containing 1173 acres more or less, covering and including also 1-1/3 acres sold F. F. Webb, Jr. (Conveyance Book 377, page 505) and reconveyed by his widow and children.

Also three acres in NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 4, Township 16 North, Range 12 West, per Assessor's Country Plat No. 178, Tracts 19 and 20, Caddo Parish, Louisiana.

Also tract acquired from Texas & Pacific Railroad Company by exchange deed, dated March 15, 1957, as per Conveyance Book 831, page 508.

The aforesaid tracts of land contain a total of 1762 acres more or less, together with all buildings and improvements thereon.

Less and except 5 acres more or less sold to the Episcopal Diocese as per deed of record in Conveyance Book 1228, page 318 and dated April 1, 1969; and a tract of approximately 2.68 acres sold to Southwestern Electric Power Company dated December 17, 1969, as per instrument filed of record under Register No. 499869, Conveyance Book 1247, page 767; and a tract consisting of .733 acre sold to State of Louisiana Department of Highways as per instrument dated August 13, 1970, Conveyance Book 1273, page 486. Also

Lot 1 of Section 5, Township 16 North, Range 13 West, Caddo Parish, Louisiana, also being described as NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said section, less right-of-way owned by Texas & Pacific Railway Company; and a certain tract or parcel of land being a part of Lots 4 and 5 of the J. R. J. Daniels lands as per original deed recorded in Conveyance Book 109, page 774 of records of Caddo Parish, Louisiana.

and

WHEREAS, the owners of the above described lands are no longer willing to remain as owners in indivision, except as to the oil, gas and other minerals in and under the aforesaid lands,

NOW, THEREFORE, Clarence H. Webb, appearing individually and as the duly authorized agent and attorney in fact for the other members of the Clarence H. Webb Family hereinabove named; Robert L. Webb, appearing individually and as the duly authorized agent and attorney in fact for the other member of the Robert L. Webb Family hereinabove named; Doris Yearwood Elgin, appearing individually and as the duly authorized agent and attorney in fact for the other member of the Doris Yearwood Elgin Family hereinabove named; John Creighton Webb, Jr., appearing herein individually and as the duly authorized agent and attorney in fact for the other members of the John Creighton Webb Family hereinabove named; and Frederick F. Webb III, appearing herein individually and as agent and attorney in fact for the other members of the Frederick F. Webb Family hereinabove named, do hereby partition in the following manner the above described lands, less and except the oil, gas and other minerals in and

under said lands, title to which shall not be affected by this act of partition:

1.

The Robert L. Webb Family, the Doris Yearwood Elgin Family, the John Creighton Webb Family and the Frederick F. Webb Family do by these presents grant, bargain, sell, convey and deliver, with full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, unto the Clarence H. Webb Family acquiring in the following proportions:

Clarence H. Webb	4/5
Elmon D. Webb	1/10
Clarence H. Webb, Jr.	1/10

the following described property:

Beginning at a point on center line of Bayou Pierre, said point being north 89° 17' 54" west, 1398.01 feet and north 1655.84 feet and north 80° 45' west 3290.00 feet from intersection of Sand Beach Bayou center line and center line of Forbing-Lucas Road; thence south 80° 45' east 3290.00 feet to a point 700 feet north 80° 45' west of center line of Sand Beach Bayou; thence south 1655.84 feet to center line of aforementioned Forbing-Lucas Road; thence with said Forbing-Lucas Road center line south 89° 17' 54" east 1398.01 feet to a point in center of Sand Beach Bayou; thence with center line of Sand Beach Bayou in northwesterly direction to a point where center line of Sand Beach Bayou intersects south right-of-way of Texas & Pacific Railroad; thence with said south right-of-way of Texas & Pacific Railroad north 63° 29' 30" west 4254.86 feet to a point on south right-of-way of Texas & Pacific Railroad and east right-of-way of I-220 By-Pass; thence with said east right-of-way of I-220 By-Pass south 19° 05' 19" west 1412.27 feet to center

line of original Bayou Pierre before construction of said I-220 By-Pass; thence with center line of said Bayou Pierre with its meanders 1889.41 feet to point of beginning, containing 235.649 acres of land; ALSO a 3.15 acre tract of land lying north of Texas & Pacific Railroad right-of-way, east of center line of Mile Bayou and south and west of center line of aforementioned Sand Beach Bayou; ALSO a 22.40-acre tract of land lying east and north of Bayou Pierre and west and north of I-220 By-Pass more completely described as follows: beginning at a point where west right-of-way of I-220 By-Pass intersects south right-of-way of Texas & Pacific Railroad thence north $63^{\circ} 46' 40''$ west 1303.07 feet to center line of Bayou Pierre before construction of I-220 By-Pass; thence with center line of said Bayou Pierre before construction of I-220 By-Pass in a southeasterly direction 1420.21 feet to a point where center line of Bayou Pierre intersects north right-of-way of said By-Pass; thence with north right-of-way of said I-220 By-Pass south $76^{\circ} 15' 46''$ east 719.79 feet to intersection of north and west rights-of-way of said I-220 By-Pass; thence with west right-of-way of said By-Pass north $18^{\circ} 54' 21''$ east 880.20 feet to point of beginning, containing 22.40 acres of land. ALSO a 12.956-acre tract of land lying east of Louisiana State Highway No. 1 more completely described as follows: beginning at a point at intersection of center line of Forbing-Lucas Road and east right-of-way of Louisiana Highway No. 1 thence north $03^{\circ} 51' 00''$ east 368.82 feet to a point on south right-of-way of an abandoned railroad; thence with existing south right-of-way of said abandoned railroad with a curve, a Delta angle of $14^{\circ} 55' 34''$, a radius of 1432.10 feet and an arc length of 373.08 feet; thence continuing with south right-of-way of said abandoned railroad north $64^{\circ} 17' 00''$ west 182.50 feet to a point on east right-of-way of aforementioned Louisiana State Highway No. 1; thence north $32^{\circ} 21' 30''$ west with east right-of-way of said highway 189.10 feet to a point on north right-of-way of another abandoned railroad; thence south $64^{\circ} 17' 00''$ east with north right-of-way of latter aforementioned railroad 408.00 feet to a point of curve; thence with said curve a Delta angle of $66^{\circ} 06' 00''$, a radius of 557.00 feet and an arc length of 642.59 feet to a point on

west right-of-way of said railroad; thence south 06° 31' 00" west with west right-of-way of said railroad 311.00 feet to a point at point of curve; thence with west right-of-way of said railroad with a curve, said curve having a Delta angle of 26° 30' 00", a radius of 774.50 feet and an arc length of 358.22 feet; thence south 18° 03' 15" east 50.80 feet to center line of aforementioned Forbing-Lucas Road; thence north 89° 51' 00" east with center line of said Forbing-Lucas Road 152.75 feet to center line of Old Hart's Island Road; thence with center line of said Hart's Island Road as follows: south 04° 11' 25" west 100.00 feet, south 00° 19' 15" west 100.00 feet, south 07° 12' 15" east 100.00 feet, south 10° 42' 45" east 100.00 feet, south 11° 55' 30" east 100.00 feet, south 12° 26' 55" east 100.00 feet, south 15° 25' 40" east 100.00 feet, south 16° 57' 20" east 100.00 feet, south 16° 57' 35" east 100.00 feet, south 08° 17' 10" east 25.43 feet to a point on southeast right-of-way of said Hart's Island Road; thence south 52° 22' 00" west 39.45 feet to east right-of-way of aforementioned Louisiana State Highway No. 1; thence north 37° 38' 00" west with east right-of-way of said Louisiana Highway No. 1 1171.93 feet to point of beginning, containing 12.956 acres of land, said 12.956-acre tract having 2.242 acres in rights-of-way leaving a balance of 10.714 acres; the above described property having a total acreage of 274.155; all the above described property being identified as Tract No. 1 on the plat of survey prepared by Gordon C. Russell, dated April 9, 1979, a copy of which is attached hereto and made a part hereof.

2.

The Clarence H. Webb Family, the Robert L. Webb Family, the John Creighton Webb Family and the Frederick P. Webb Family do by these presents grant, bargain, sell, convey and deliver, with full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, unto the Doris Yearwood Elgin Family acquiring in the following

proportions:

Doris Yearwood Elgin	14/25
Ruth Elgin Nordyke	11/25

the following described property:

Beginning at a point on center line of Forbing-Lucas Road, said point being north $89^{\circ} 17' 54''$ west, 2747.81 feet from southwest corner of Southwood Terrace Subdivision, thence with center line of said Forbing-Lucas Road north $89^{\circ} 17' 54''$ west 670.00 feet, north $89^{\circ} 17' 57''$ west 44.07 feet, south $88^{\circ} 01' 58''$ west 95.46 feet, south $81^{\circ} 24' 33''$ west 201.00 feet, south $75^{\circ} 36' 30''$ west 191.59 feet, south $75^{\circ} 36' 31''$ west 1208.41 feet, south $66^{\circ} 52' 43''$ west 116.09 feet and south $68^{\circ} 39' 35''$ west 123.56 feet to northwest corner of Tract No. 3 called 268.00 Acres of F. F. Webb Estate; thence with northwest boundary line of said 268.00-acre tract south $0^{\circ} 59' 34''$ east 1275.93 feet to a point in center of Bayou Pierre, said point being southwest corner of above mentioned 268.00-acre tract; thence with center line of said Bayou Pierre in a northwestwardly direction 977.44 feet to a point where west boundary line of F. F. Webb Estate intersects center line of Bayou Pierre; thence with west boundary line of F. F. Webb Estate north $0^{\circ} 02' 42''$ east 2266.99 feet to an inner corner of Tract No. 2; thence north $89^{\circ} 57' 16''$ west 281.74 feet to a point in center line of Bayou Pierre; thence with center line of said Bayou Pierre 1481.00 feet to most southwestwardly corner of Tract No. 1, called 235.649 acres of F. F. Webb Estate; thence with southwest boundary line of said 235.649-acre tract south $80^{\circ} 45' 00''$ east 3290.00 feet to an inner corner of aforementioned 235.649-acre tract, said corner being northeast of Tract No. 2; thence south 1655.84 feet to point of beginning, containing 200.390 acres of land; and being identified as Tract No. 2 on aforesaid plat of survey attached hereto and made a part hereof.

3.

The Clarence H. Webb Family, the Robert L. Webb Family, the Doris Yearwood Elgin Family and the John Creighton Webb Family do by these presents grant, bargain, sell, convey

and deliver, with full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, unto the Frederick F. Webb Family acquiring in the following proportions:

Frederick F. Webb III	1/5
Reuben W. Webb	1/5
John L. Webb	1/5
Martha Lowe Webb Wann	1/5
S. Bruce Loe, Jr.	1/15
Mattie Lou Loe Brown	1/15
Mae Catherine Loe Fisher	1/15

the following described property:

Beginning at a point where center line of Forbing-Lucas Road intersects center line of Sand Beach Bayou, said point being north 89° 17' 54" west 1349.80 feet from southwest corner of Southwood Terrace Subdivision, thence with center line of said Sand Beach Bayou, with its meanders, in a southeasterly direction 1081.38 feet to an inner corner of Tract No. 4, called 488.190 acres of F. F. Webb Estate, said point being where center line of Sand Beach Bayou intersects west boundary line of said 488.190-acre tract; thence with west boundary line of said 488.190-acre tract south 3237.93 feet to a point in center of Bayou Pierre, said point being southwest corner of said 488.190-acre tract; thence with center line of said Bayou Pierre in a northwesterly direction 5216.86 feet to most southerly corner of Tract No. 2, called 200.390 acres of the F. F. Webb Estate; thence leaving center line of said Bayou Pierre north 0° 59' 34" west 1275.93 feet with east boundary line of said 200.390-acre tract to a point on center line of Forbing-Lucas Road; thence with center line of said Forbing-Lucas Road north 68° 39' 35" east 123.56 feet, north 66° 52' 43" east 116.09 feet, north 75° 36' 31" east 1208.41 feet, north 75° 36' 30" east 191.59 feet, north 81° 24' 33" east 201.00 feet, north 88° 01' 58" east 95.46 feet, south 89° 17' 57" east 44.07 feet, south

89° 17' 54" east 670.00 feet and south 89° 17' 54" east 1398.01 feet to point of beginning, less and except a tract of approximately 2.68 acres sold to Southwestern Electric Power Company dated December 17, 1969, as per instrument filed of record under Register No. 499869, Conveyance Book 1247, page 767, containing 268.00 acres of land and being identified as Tract No. 3 on aforesaid plat of survey attached hereto and made a part hereof.

4.

The Clarence H. Webb Family, the Doris Yearwood Elgin Family, the John Creighton Webb Family and the Frederick F. Webb Family do by these presents grant, bargain, sell, convey and deliver, with full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, unto the Robert L. Webb Family acquiring in the following proportions:

Robert L. Webb	3/4
Lloyd Webb Diamond	1/4

the following described property:

Beginning at a point where center line of Sand Beach Bayou intersects center line of Forbing-Lucas Road, said point being north 89° 17' 54" 1349.80 feet from southwest corner of Southwood Terrace Subdivision, thence with center line of said Forbing-Lucas Road south 89° 17' 54" east 1349.80 feet, south 89° 22' 32" east 1197.66 feet and south 89° 22' 32" east 1422.66 feet to a point where center line of said Forbing-Lucas Road intersects west right-of-way line of Texas & Pacific Railroad; thence with west right-of-way of said Texas & Pacific Railroad south 36° 48' 16" east 3349.37 feet, said point being identified as Point A-Tract 4; thence leaving said railroad right-of-way south 53° 11' 44" west 664.97 feet to center of Sand Beach Bayou, said point being identified as Point B-Tract 4; thence with center line of Sand Beach Bayou in a southeasterly direction 2820.67 feet to a

point where center line of Sand Beach Bayou intersects center line of Bayou Pierre, said point being identified as Point C-Tract 4; thence with center line of said Bayou Pierre in a northwestwardly direction 6274.80 feet to most southerly corner of Tract No. 3, called 268.00 acres of F. F. Webb Estate; thence with east boundary line of said 268.00-acre tract north 3237.93 feet to a point where east boundary of said 268.00-acre tract intersects center line of Sand Beach Bayou; thence with center line of said Sand Beach Bayou, with its meanders, in northwestwardly direction 1081.38 feet to point of beginning, less and except 5 acres more or less sold to Episcopal Diocese as per deed of record in Conveyance Book 1228, page 318 and dated April 1, 1969, containing 488.190 acres of land, and being identified as Tract No. 4 on aforesaid plat of survey attached hereto and made a part hereof.

5.

The Clarence H. Webb Family, the Doris Yearwood

Elgin Family, the Frederick F. Webb Family and the Robert L. Webb Family do by these presents grant, bargain, sell, convey and deliver, with full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, unto the John Creighton Webb Family acquiring in the following proportions:

John Creighton Webb, Jr.	1/4
Helen Webb Cooley	1/4
Azalie Webb Crain	1/8
Azalie Crain Holland	1/16
George Crain, Jr.	1/16
Lucille Webb Day	1/8
Andrew Webb Day	1/24
John Woods Day	1/24
Phillip George Day, Jr.	1/24

the following described property:

Beginning at a point south 37° 38' 00" east 1575.00 feet, north 35° 32' 00" east 33.00 feet and south 50° 12' 24" east 1012.43 feet from intersection of Forbing-Lucas center line and west right-of-way of an old abandoned railroad, said point being on southwest bank of Red River; thence north 50° 12' 24" west 1012.43 feet; thence south 35° 32' 00" west 33.00 feet to a point on east right-of-way line of Louisiana State Highway No. 1; thence with said east right-of-way of Louisiana Highway No. 1 south 36° 53' 54" east 2898.04 feet to a point of curve; thence with said curve of east right-of-way of aforementioned highway, a Delta angle of 27° 35' 49", radius 3313.46 feet and arc length of 1595.95 feet; thence continuing with said east right-of-way south 64° 29' 43" east 4076.36 feet; thence leaving said right-of-way north 53° 39' 19" east 1423.23 feet to a point on southwest bank of aforementioned Red River; thence with southwest bank of said Red River with its meanders 8223.00 feet to point of beginning, containing 94.267 acres of land. ALSO a 432.369-acre tract of land lying southwest of Texas & Pacific Railroad right-of-way being more completely described as follows: beginning at a point south 36° 48' 16" east 3349.37 feet from intersection of center line of Forbing-Lucas Road and west right-of-way of Texas & Pacific Railroad, said point being on west right-of-way of said Texas & Pacific Railroad, said point being identified as Point A-Tract 4; thence south 53° 11' 44" west 664.97 feet to a point in center of Sand Beach Bayou, said point being identified as Point B-Tract 4; thence with center line of said Sand Beach Bayou in southeastwardly direction to intersection of center lines of Sand Beach Bayou and Bayou Pierre, being 2820.67 feet, said point being identified as Point C-Tract 4; thence with center line of Bayou Pierre 937.45 feet, also southeasterly; thence leaving said Bayou Pierre south 89° 52' 07" east 1157.78 feet; thence with a fence line south 51° 30' 21" east 1823.23 feet; thence leaving said fence line south 55° 16' 47" west 275.72 feet to center line of Bayou Pierre; thence with center line of said Bayou Pierre in southeasterly direction 1619.82 feet; thence leaving said center

line of Bayou Pierre south 89° 46' 44" east 1908.47 feet; thence north 61° 37' 16" east 189.02 feet; thence north 00° 43' 56" east 1231.46 feet; thence south 89° 10' 17" east 1318.46 feet; thence north 00° 48' 29" east 1115.58 feet to west right-of-way of Texas & Pacific Railroad; thence with said right-of-way line: north 55° 13' 11" west 100.00 feet, north 56° 45' 48" west 100.00 feet, north 58° 25' 29" west 100.00 feet, north 59° 33' 29" west 100.00 feet, north 61° 09' 51" west 100.00 feet, north 62° 13' 50" west 100.00 feet, north 63° 10' 44" west 190.67 feet, north 64° 29' 43" west 3799.85 feet to point of curve of said Texas & Pacific Railroad right-of-way; thence with said curve a Delta angle of 27° 47' 33", radius of 3610.87 feet and an arc length of 1751.53 feet to point of tangent; thence continuing with said right-of-way line north 36° 48' 16" west 1312.34 feet to point of beginning, containing 432,369 acres of land, for a total combined acreage of 526,636, and being identified as Tract No. 5 on aforesaid plat of survey attached hereto and made a part hereof.

6.

It is specifically understood and agreed by and between the parties hereto that this act of partition and conveyance of the respective tracts hereinabove are not intended to, and shall not, affect in any manner the title to the oil, gas and other minerals in and under the aforesaid lands.

7.

The foregoing acts of conveyance are executed for the purposes of affecting a partition and in consideration of the respective tracts conveyed to each of the families as herein-

above set forth.

THUS DONE AND SIGNED in the presence of the under-
signed witnesses and Notary Public this 7 day of May, 1979.

WITNESSES:

Clarence H. Webb

Clarence H. Webb, individually and as agent and attorney in fact for Elmon D. Webb and Clarence H. Webb, Jr.

Mary Gateley

Robert L. Webb

Robert L. Webb, individually and as agent and attorney in fact for Lloyd Webb Diamond

Doris Yearwood Elgin

Doris Yearwood Elgin, individually and as agent and attorney in fact for Ruth Elgin Nordyke

Cheryl A. Williams

John Creighton Webb, Jr.

John Creighton Webb, Jr., individually and as agent and attorney in fact for Helen Webb Cooley, Azalie Webb Crain, Azalie Crain Holland, George Crain, Jr., Lucille Webb Day, Andrew Webb Day, John Woods Day, Phillip George Day, Jr.

Frederick F. Webb III

Frederick F. Webb III, individually and as agent and attorney in fact for Reuben W. Webb, John L. Webb, Martha Lowe Webb Wann, S. Bruce Loe, Jr., Mattie Lou Loe Brown, Mae Catherine Loe Fisher

Chas. L. Mays

Notary Public in and for
Caddo Parish, Louisiana

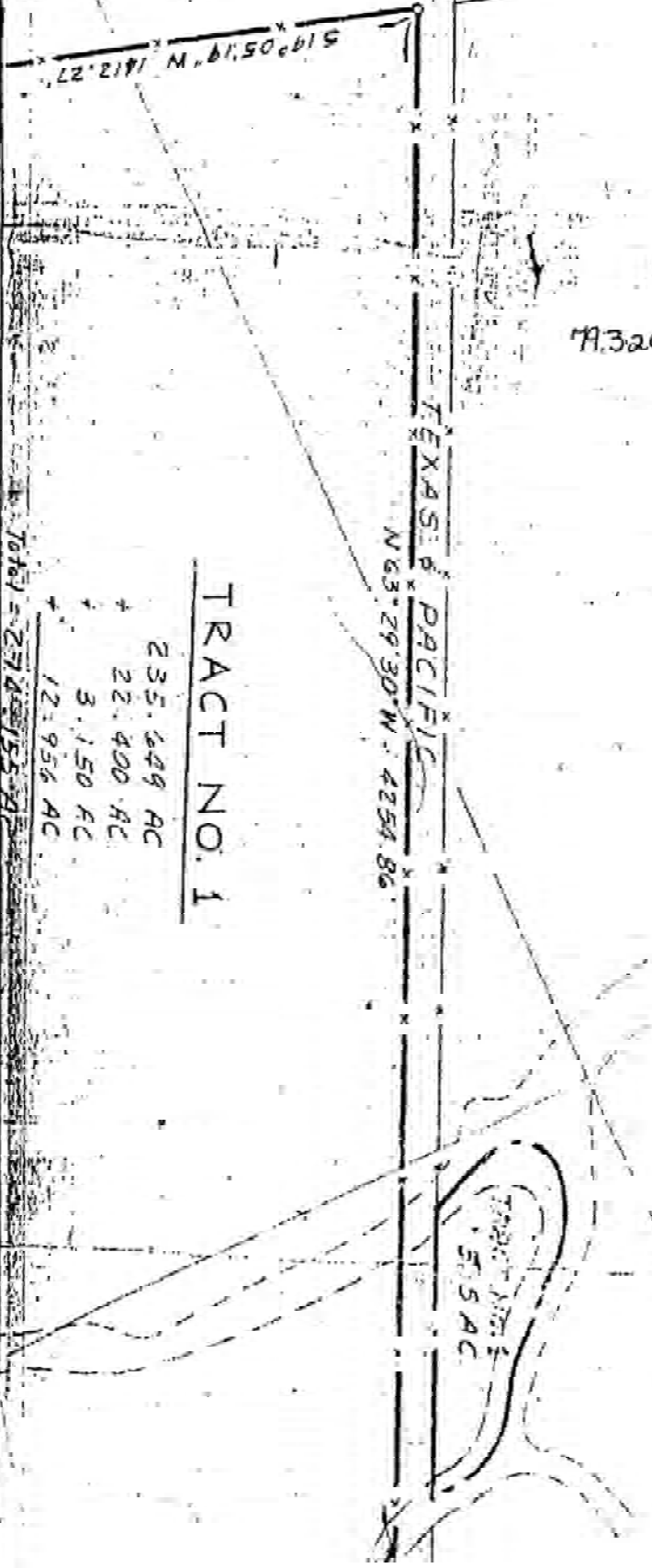
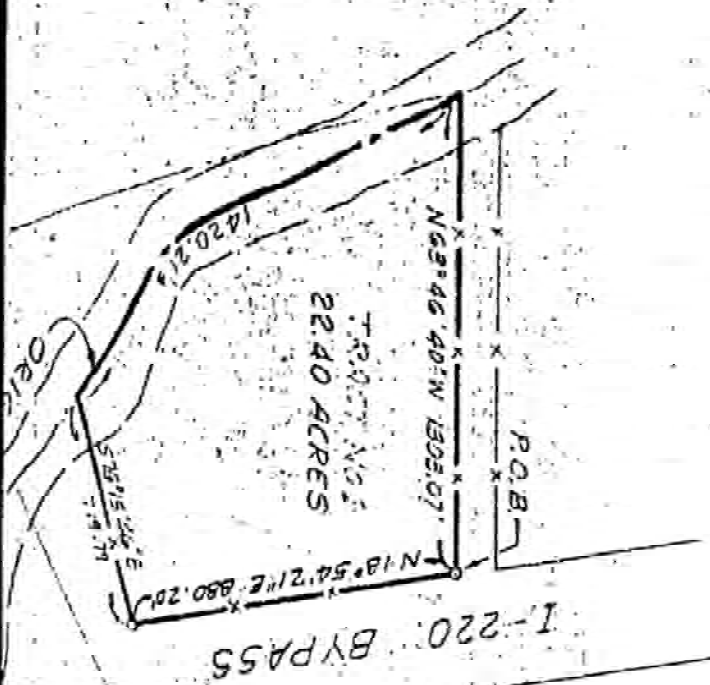
Plat attached to Original

①

ANNEX 61004282011

10226 L #

79.3201

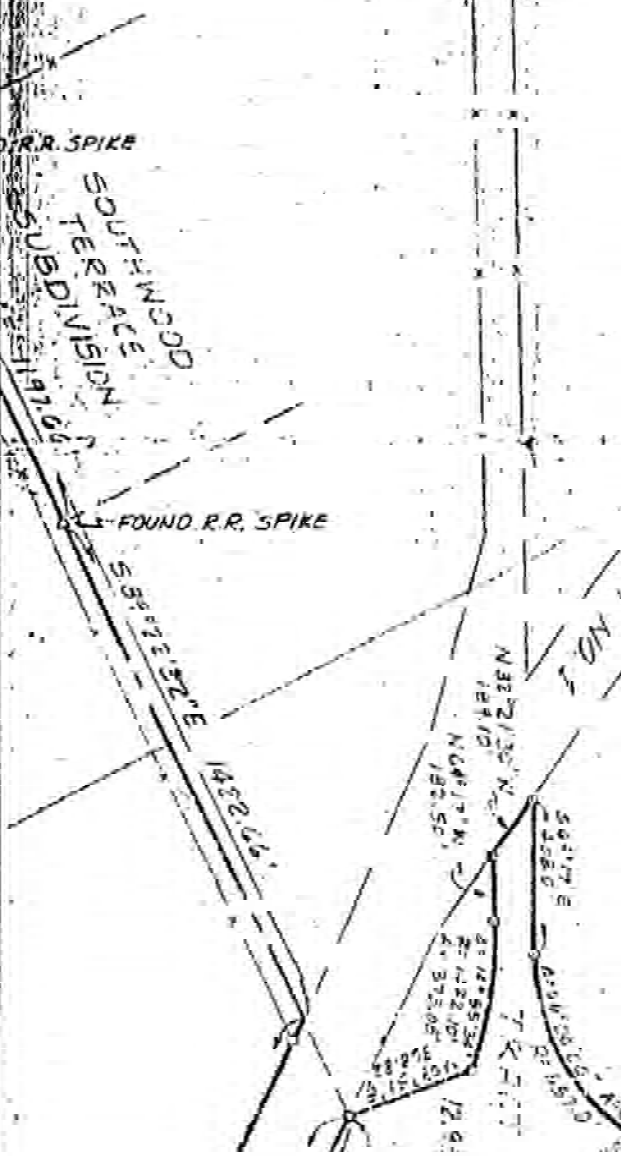
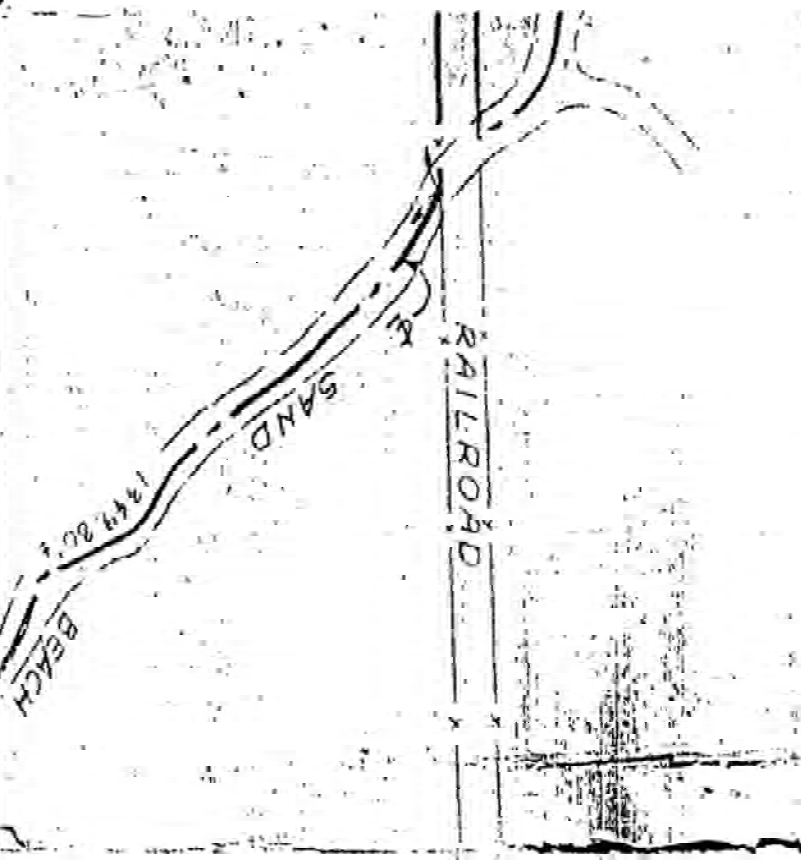


TRACT NO. 1

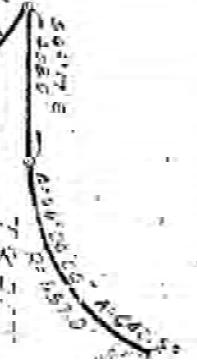
- 235.649 AC
- + 22.400 AC
- + 3.150 AC
- + 12.956 AC

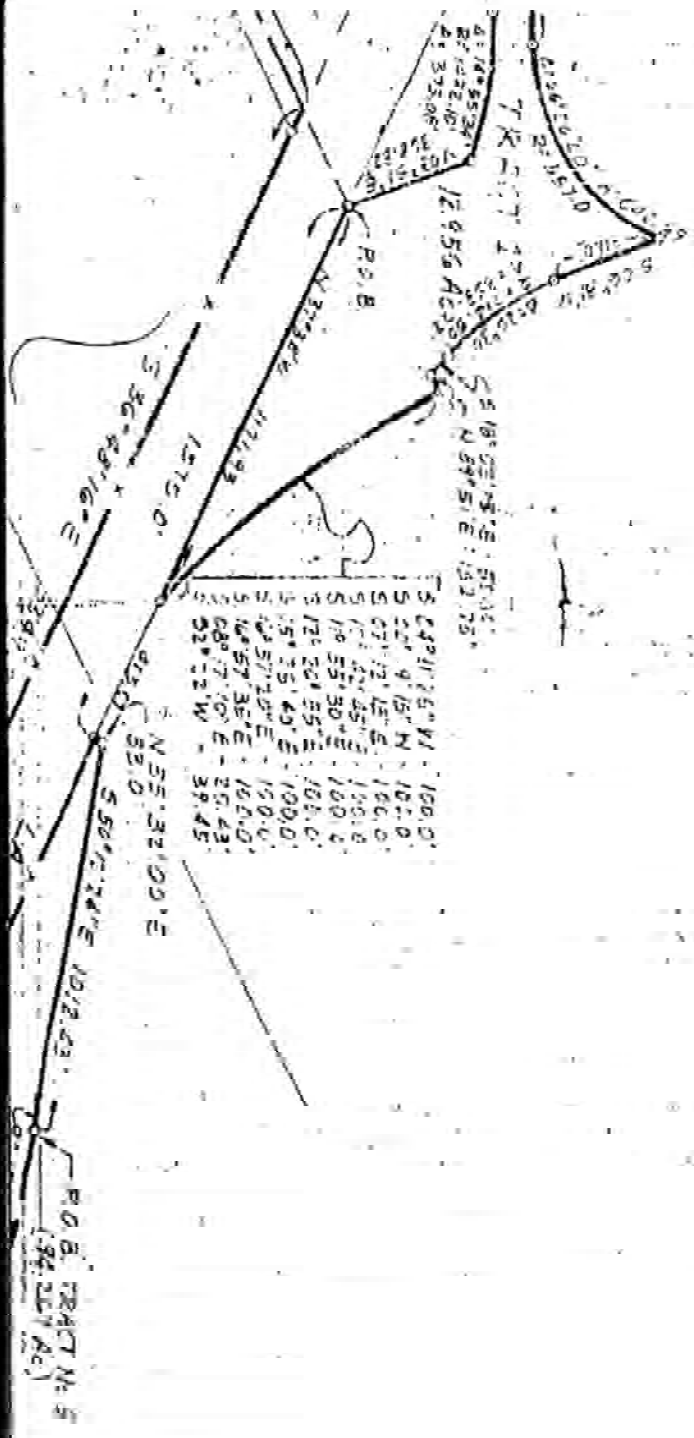
10226 L # 27.6 15.5 29

795201 1979



LA STATE HWY NO. 1





S 69° 11' 56" W	1000.0'
S 07° 12' 45" E	100.0'
S 16° 55' 30" E	100.0'
S 17° 20' 55" E	100.0'
S 5° 35' 40" E	1000.0'
N 57° 20" E	100.0'
N 45° 30" E	100.0'
N 57° 30" E	20.43'
S 2° 12' W	39.45'

SCANNED 01004282011



12.11.11

SCANNED @ 1004282

22.40 ACRES

Y PASS

19205.19" W 1A12.27

5075.41

0216

EXISTING NORTHEAST BANK BAYOU PIERRE

388.72

POB TRACT No. 2

TRACT NO. 2

200.370 AC

TRACT NO. 1
235.649 AC
+ 22.400 AC
+ 3.150 AC
+ 12.956 AC
Total = 274.155 AC

N 30°45'00" W 5299.0

BAYOU

1401.05

N 89°57'12" W 281.74

S 0°20'42" W 222

N 52°52'43" E 161.00
N 68°39'35" E 123.55

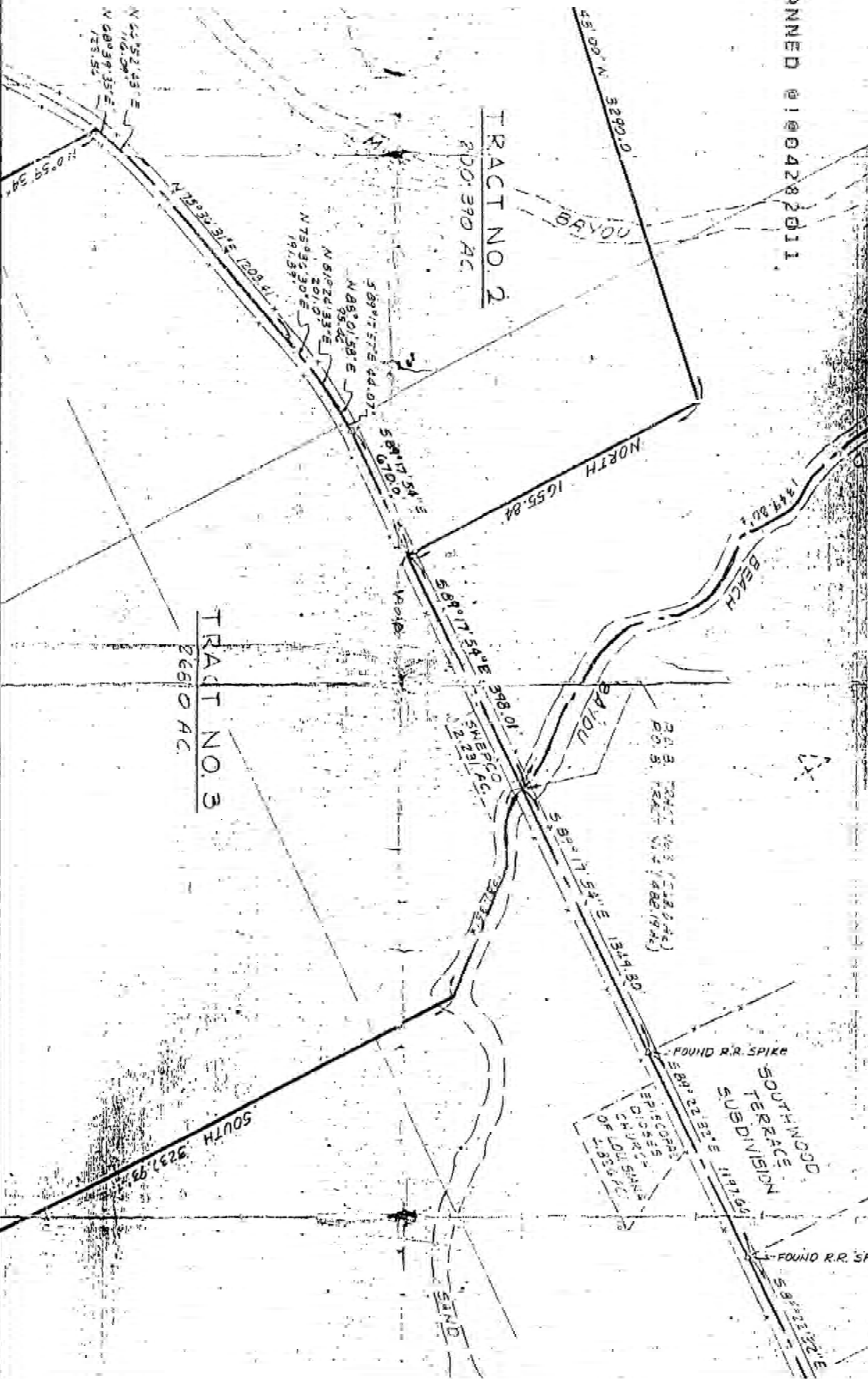
N 0°55'30" W

N 72°32'32" N

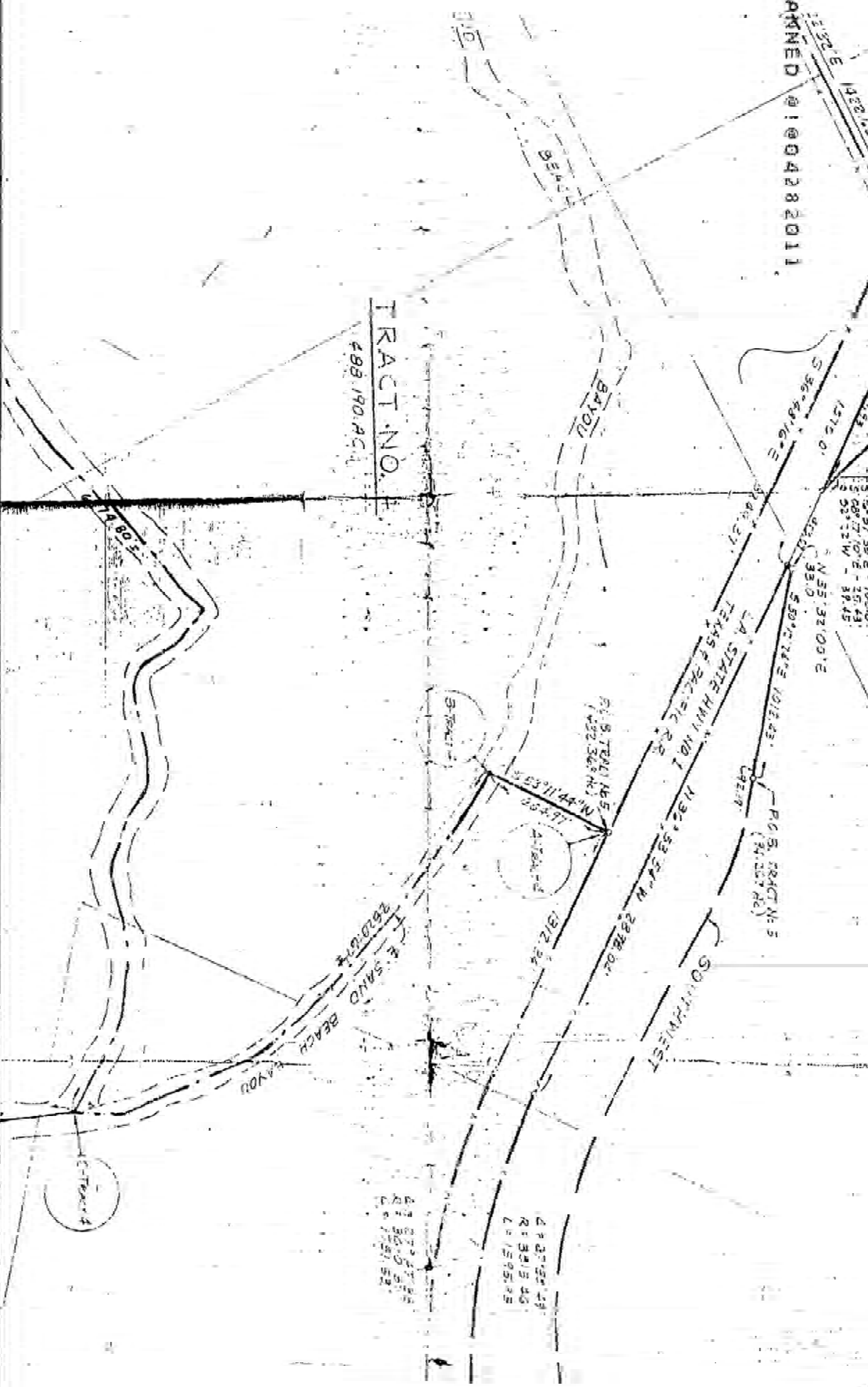
589°
N 88°
N 81°24'
201.0
N 75°36'30" E
191.57

TRACT NO. 2
200.370 AC.

TRACT NO. 3
266.0 AC.



SCANNED @ 1004282011



TRACT NO. 5
94.267 AC.

TEXAS PACIFIC R.R.
NAD 83 REVISIONS
STATE NO. 1

TRACT NO. 5

432.557 AC.
94.267 AC
Total 526.824 AC

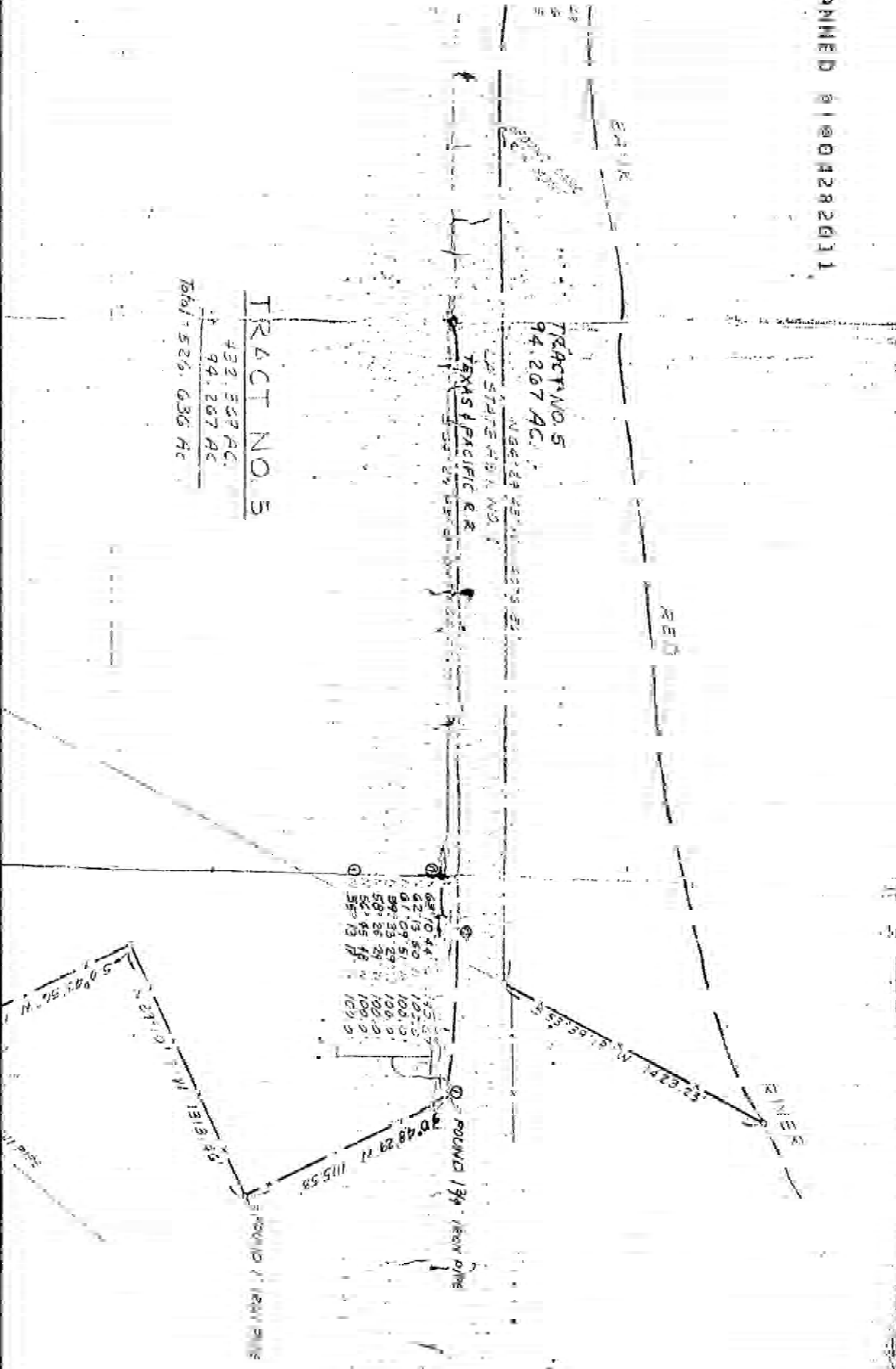
68°10'44"	105.0'
62°13'50"	100.0'
61°09'51"	100.0'
59°33'29"	100.0'
58°26'29"	100.0'
52°45'18"	100.0'
55°13'11"	100.0'

FOUND 139' IRON PIPE
N 68°48'29" W 1115.58'

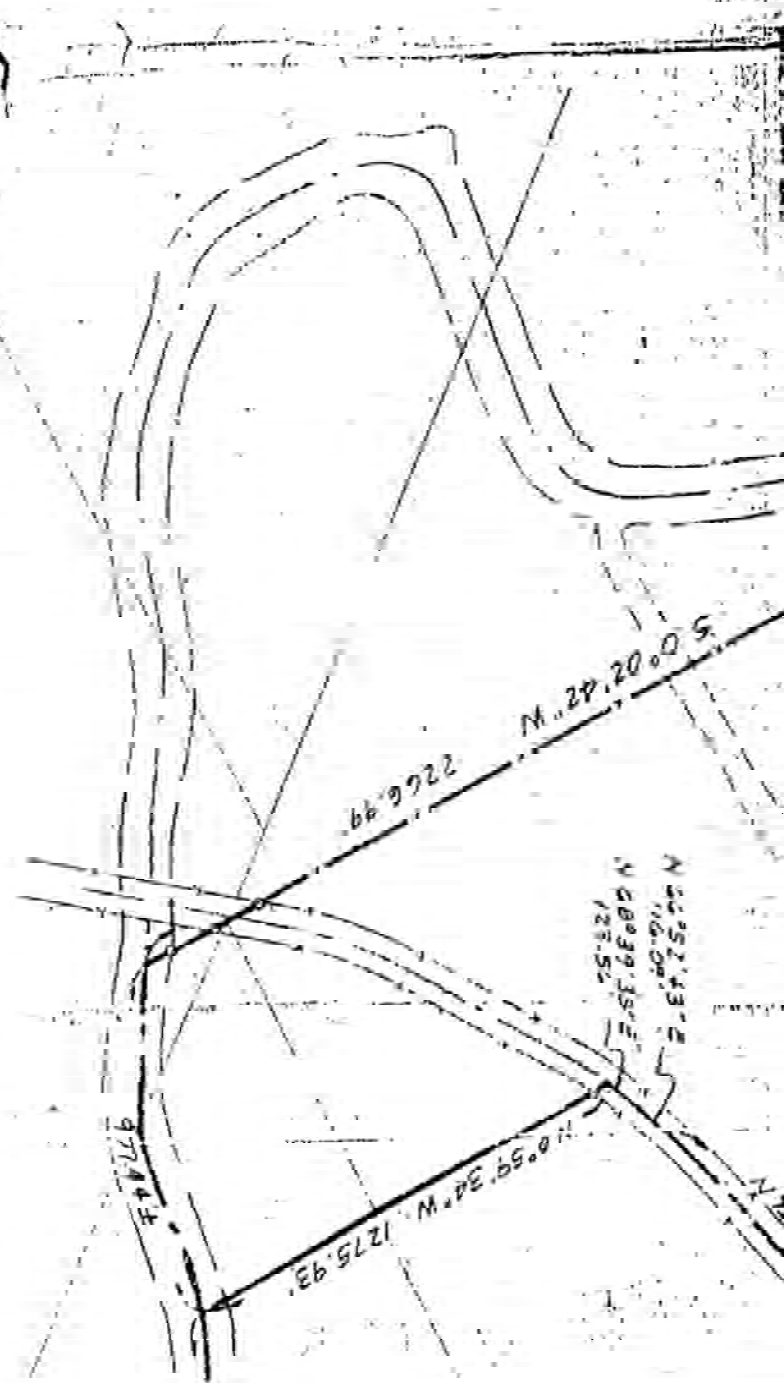
FOUND 1' IRON PIPE

50°44'50" W 211.0' W
1318.45'

N 81°06'55" W 52.62'



SCANNED 01004282011



10

SCANNED @ 100428.2011

N 12° 36' 30" E

E 66° 52' 11" N 1275.93'

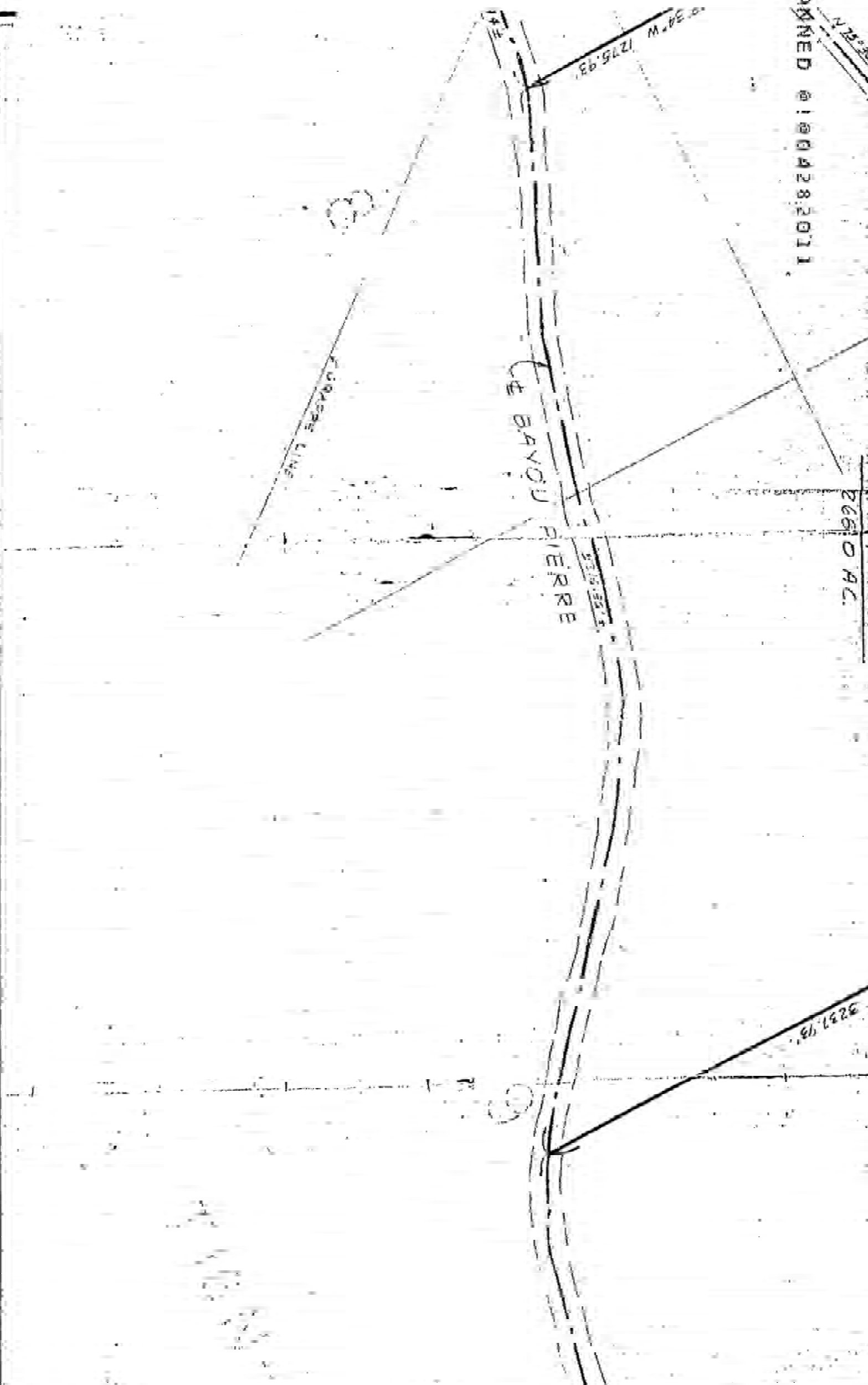
TRACT NO. 3
2660 AC.

LE BAYOU COURRE

LOCUS LINE

2114.55'

E 86° 15' 26" W

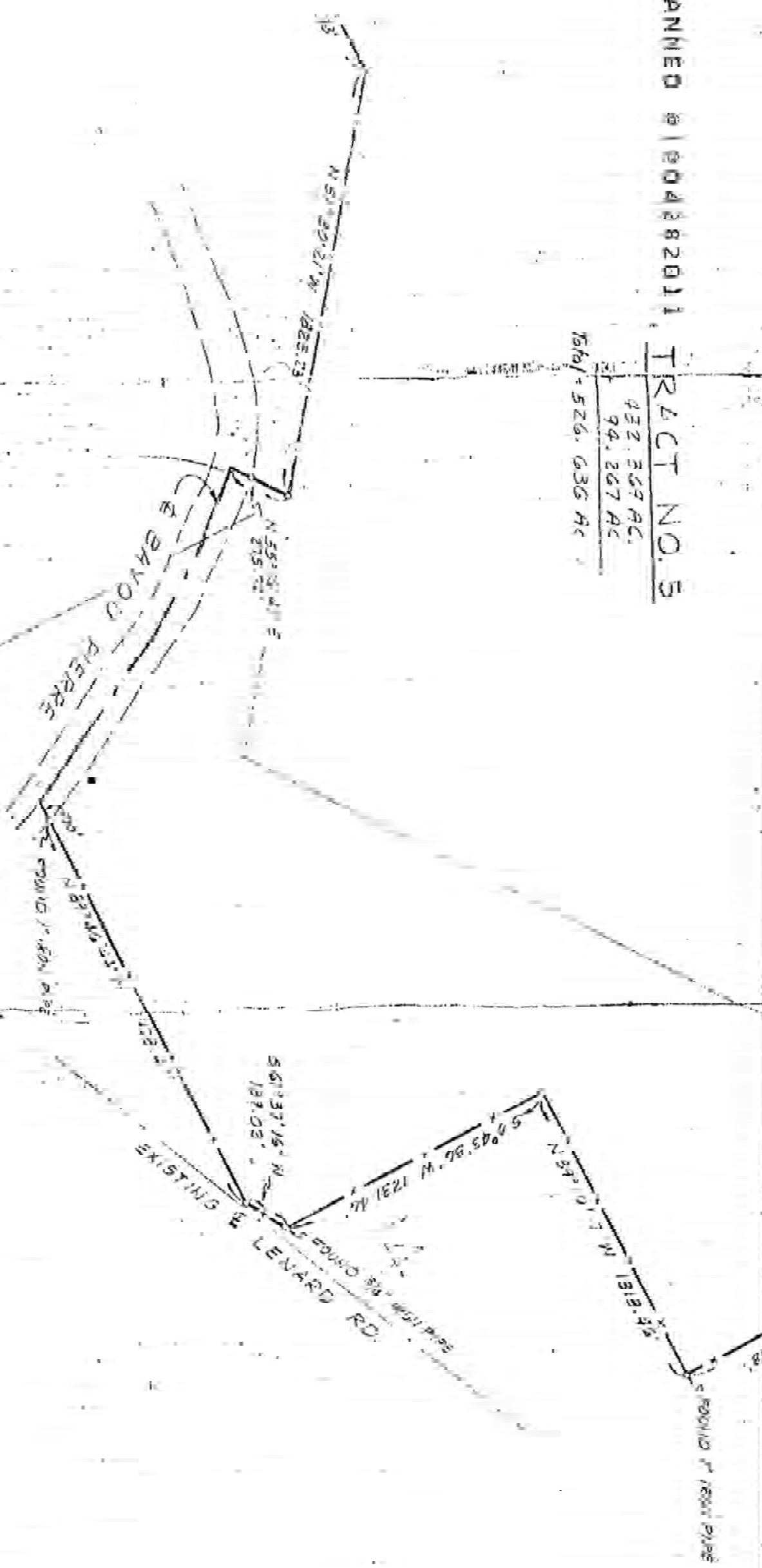


(11)



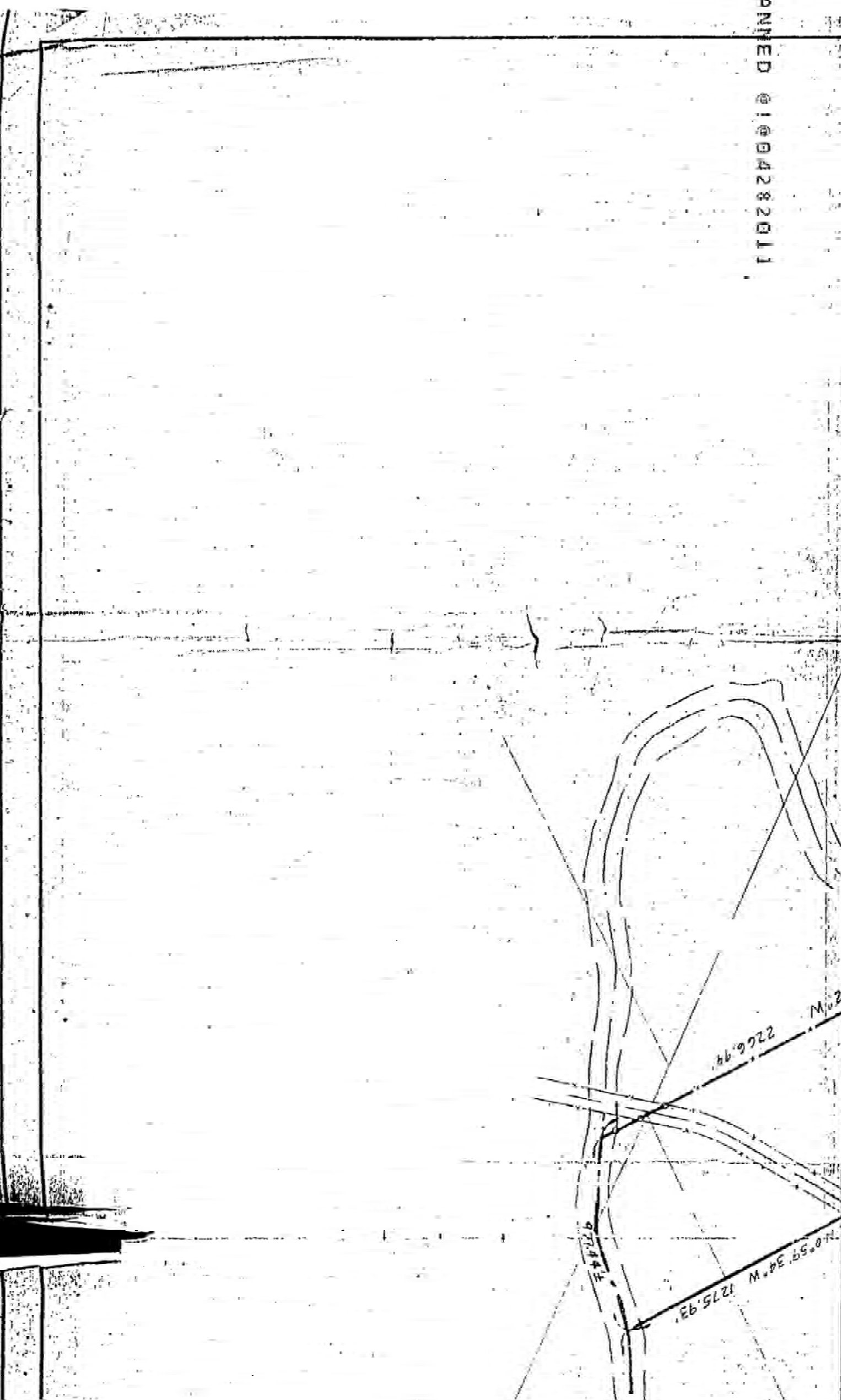
SCANNED # 100482011 TRACT NO. 5

432.569 AC.
94.267 AC.
Total - 526.836 AC.



E. F. WEBB EST.
 LOCATED IN SECTIONS 2, 4, 5, 3, 9, 10, 11 & 14, T15N - R15W ALL IN CADDIS PARISH, LOUISIANA.

SCANNED @ 1004282011



17

SCANNED @ 04282011

1275.93'

97144.4'

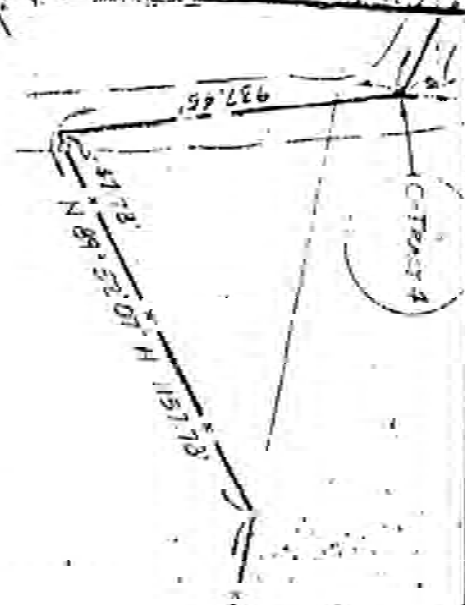
LE BAYOU RIVER

BOUNDARY LINE

10

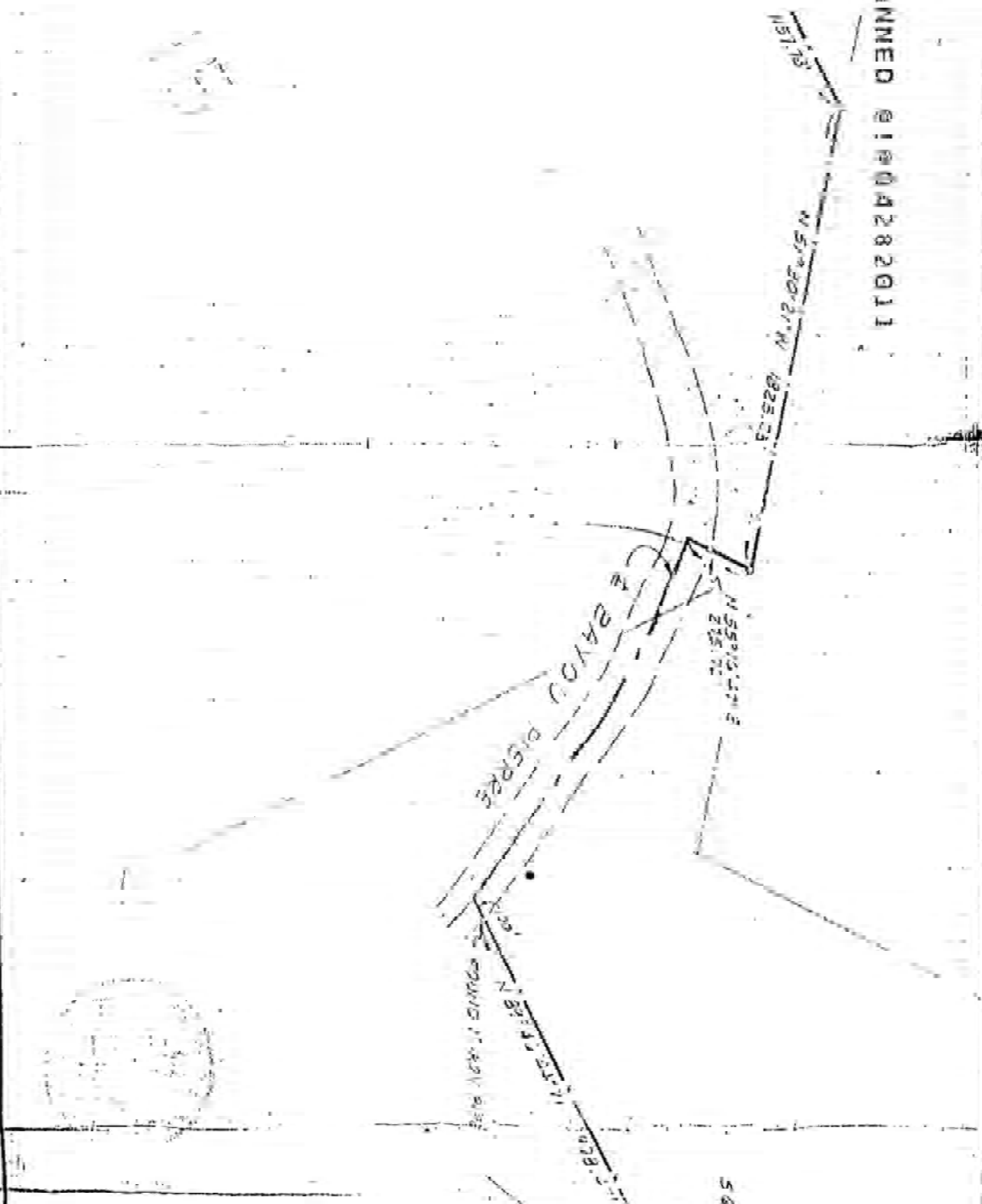


Handwritten notes and markings, including the number '10' and other illegible scribbles.



C-TRAY 4

SCANNED @ 1904282011



F. F. WEBB EST.
 LOCATED IN SECTIONS 2, 4, 5, 8, 9, 10, 11, & 12, T16N-
 R13W ALL IN CADDOPARISH, LOUISIANA.

SCALE: 1"=400'	DRAWN: KMS
DATE: 4/9/79	REVISED:
GORDON C. RUSSELL, CIVIL ENGINEER & LAND SURVEYOR	
P.O. BOX 218	
LA. REG. NO. 2363	
LOS ANGELES, CA.	
TEX. REG. NO. 1511	

Gordon C. Russell

586048 M.C. f

FILED & RECORDED
CADDOPARISH, LA.

FEB 22 12 06 PM '73

Mary L. Johnson
DEPUTY CLERK OF COURTS

INTER VIVOS TRUST

STATE OF LOUISIANA))
PARISH OF CADDO))

586048

BEFORE the undersigned Notaries Public and in the presence of the undersigned competent witnesses, personally came and appeared Clarence H. Webb, husband of Dorothy Dodd Webb; Robert L. Webb, husband of Jean G. Webb; Mrs. Lloyd Webb Diamond, wife of Anthony J. Diamond; Mrs. Doris Yearwood Elgin, wife of Thomas M. Elgin; Mrs. Ruth Elgin Nordyke, wife of David H. Nordyke; John Creighton Webb, Jr., husband of Mary Ann W. Webb; Mrs. Lucile Webb Day, wife of Phillip Day; Frederick F. Webb III, husband of Sally A. O'Neal; Reuben W. Webb, husband of Nelwyn R. Webb; Mattie Lou Loe, a femme sole; Mae Katherine Loe, a femme sole; S. Bruce Loe, duly authorized tutor for the minor, Sherwood Bruce Loe, Jr., all residents of Caddo Parish, Louisiana; Mrs. Azalie Webb Crain, wife of George L. Crain, resident of Lafayette, Louisiana; Mrs. Helen Webb Cooley, a resident of Corpus Christi, Texas; John L. Webb, husband of Yvonne E. Webb, a resident of Houston, Texas; and Martha Lowe Webb Wann, wife of John E. Wann, a resident of Spring, Texas, Settlers; and Clarence H. Webb, hereinafter referred to as Trustee A; Robert L. Webb, hereinafter referred to as Trustee B; Doris Yearwood Elgin, hereinafter referred to as Trustee C; John Creighton Webb, hereinafter referred to as Trustee D; Frederick F. Webb III, hereinafter

referred to as Trustee E; and Chas. L. Mayer, hereinafter referred to as Trustee F, as Trustees.

1.

Settlers declared that they wish to avail themselves of the provisions of the laws of Louisiana, and particularly the provisions of the Louisiana Trust Code, and to that end they hereby irrevocably transfer, convey and deliver to the Trustees, to hold in trust on the terms and conditions more fully set forth below, all of Settlers' right, title and interest in and to the following described property, in trust for the beneficiaries hereinafter designated:

Tract I

That certain plantation located at Lucas, Caddo Parish, Louisiana, generally known as the Webb Plantation, and more particularly described as follows:

Those certain lands in Caddo Parish, Louisiana, fronting on Red River, near Lucas, presently known as the Levy Plantation, more fully described as Lot 15 of the Daniel Lands in Section 10 and Lots 2 and 6 of Daniel Lands and all that part of Lot 5 of Daniel Lands east of Bayou Pierre, all in Section 14; and a tract fronting one mile on Red River and located in Sections 10, 11, 13, 14 and 15, said tract having been formerly known as the Norris Tract, and forming a part now of the Levy Plantation, and being the same property, less such part thereof as has gone into Red River, acquired by Morris Levy of date August 8, 1863 per deed in Conveyance Book "O", page 497 of records of Caddo Parish, Louisiana, made a part hereof by reference, together with any excess lands that may lie between the northerly edge hereof and other lands

of the F. F. Webb Estate; and together with and including all alluvian and accretion attached thereto and forming a part thereof, subject to right-of-way of Texas & Pacific Railway and of Model Highway and less 3.8 acres thereof lying south of Bayou Pierre:

All of the above described properties are located in Township 16 North, Range 13 West, Caddo Parish, Louisiana, containing 586 acres more or less.

Also a tract of 11.46 acres in NE $\frac{1}{4}$ of Section 10, Township 16 North, Range 13 West lying within the triangle bound on north and east by center line of abandoned railway right-of-way, on southeast by northerly line of above described Levy Place and on west by east line of Texas & Pacific Railway Company right-of-way; also all those portions of Sections 8, 9, 10 and 15, Township 16 North, Range 13 West lying west of Texas & Pacific Railway right-of-way and north and east of Bayou Pierre, save and except the portions of Sections 10 and 15 contained within Levy Tract hereinabove first described; also all those portions of Sections 3, 4 and 5, Township 16 North, Range 13 West lying west of Texas & Pacific Railway right-of-way, east of Bayou Pierre and south of public road known and designated as Forbing-Lucas Road; also all those portions of Section 4, Township 16 North, Range 13 West lying south of Texas & Pacific Railway right-of-way, west of Sand Beach Bayou, south and east of Mile Bayou and north of public road known and designated as Forbing-Lucas Road; also all that part of Section 5, Township 16 North, Range 13 West lying south of Mile Bayou, east of center line of said section and north of Forbing-Lucas public road; also that part of said Section 5 lying north of Mile Bayou and east of Bayou Pierre, save and except Lot 1 of said section, and also all that part of Section 32, Township 17 North, Range 13 West lying south of Texas & Pacific Railway

right-of-way and east of Bayou Pierre, all of said lands being located in Caddo Parish, Louisiana and containing 1173 acres more or less, covering and including also 1-1/3 acres sold F. F. Webb, Jr. (Conveyance Book 377, page 505) and reconveyed by his widow and children.

Also three acres in NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 4, Township 16 North, Range 12 West, per Assessor's Country Plat No. 178, Tracts 19 and 20, Caddo Parish, Louisiana.

Also tract acquired from Texas & Pacific Railroad Company by exchange deed, dated March 15, 1957, as per Conveyance Book 831, page 508.

The aforesaid tracts of land contain a total of 1762 acres more or less, together with all buildings and improvements thereon.

Less and except 5 acres more or less sold to the Episcopal Diocese as per deed of record in Conveyance Book 1228, page 318 and dated April 1, 1969; and a tract of approximately $1\frac{1}{2}$ acres sold to Southwestern Electric Power Company dated September 9, 1970, as per instrument filed of record under Register No. 514247; and a tract consisting of .733 acre sold to State of Louisiana Department of Highways as per instrument dated August 13, 1970 and of record in Conveyance Book 1273, page 486.

Tract II

Lot 1 of Section 5, Township 16 North, Range 13 West, Caddo Parish, Louisiana, also being described as NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said section, less right-of-way owned by Texas & Pacific Railway Company; and a certain tract or parcel of land being a part of Lots 4 and 5 of the J. R. J. Daniels lands as per original deed recorded in Conveyance Book 109, page 774 of records of Caddo Parish, Louisiana

2.

The Trust created by this instrument shall be known as the F. F. Webb Trust. The address of the Trust shall be 6225 Kathy Circle,, Shreveport, Louisiana 71105, until such time as changed by the Trustees.

3.

The Trustees shall have and may exercise all the rights, powers and authorities incidental to the office or convenient for the discharge of this Trust or impliedly conferred or vested in the Trustees under the provisions of the Louisiana Trust Code or under any law hereafter enacted. Without intending to limit in any manner the rights, powers and authorities of the Trustees, it is specifically declared that they shall have, and are vested with, the full power to let, lease, including the execution of oil, gas and mineral leases; to sell, transfer, convey and deliver title to all or any portion of the Trust property consisting of Settlor's interest in and to the property hereinabove described, upon such terms and conditions and for such consideration as Trustees deem proper. The restrictions stipulated in L.R.S. 9:2085 shall not be applicable.

4.

The rights, powers and authorities of the Trustees shall be exercised by a majority of the Trustees. All instruments, including sales, contracts of sale, leases or other agreements affecting the Trust property, shall be executed by not less than a majority of the Trustees.

All such instruments executed by a majority of the Trustees shall constitute a good and valid act of the Trust.

In the event of a tie vote of the Trustees on any matter, the decision of three of Trustees A, B, C, D and E shall be considered as "a majority" under the provisions of the preceding paragraph.

5.

Semi-annually, or at more frequent intervals if a majority of the Trustees deem it desirable, the Trustees shall make a distribution of the funds which the Trust has on hand for the account of this Trust, retaining only such funds as are deemed necessary for the payment of taxes and other expenses of the Trust.

6.

The funds which are available for distribution shall be paid to the beneficiaries of this Trust in the proportions hereinafter indicated. The beneficiaries of this Trust, and their respective interests, are:

	Funds derived from Tract I	Funds derived from Tract II
Clarence H. Webb	1/5	1/5
Robert L. Webb	3/20	3/20
Mrs. Lloyd Webb Diamond	1/20	1/20
Mrs. Doris Yearwood Elgin	231/1750	0
Mrs. Ruth Elgin Nordyke	119/1750	1/5
John Creighton Webb, Jr.	1/20	1/20
Mrs. Lucile Webb Day	1/20	1/20
Mrs. Azalie Webb Crain	1/20	1/20
Mrs. Helen Webb Cooley	1/20	1/20
Frederick F. Webb III	1/25	1/25
Reuben W. Webb	1/25	0
John L. Webb	1/25	1/25
Mrs. Martha Lowe Webb Wann	1/25	1/25
Mae Katherine Loe	1/75	2/75
S. Bruce Loe, tutor for minor, Sherwood Bruce Loe, Jr.	1/75	2/75
Mattie Lou Loe	1/75	2/75

7.

The beneficiaries may transfer or encumber the whole or any part of their respective interests in this Trust without any restrictions.

8.

In the event any of the Trustees hereinabove named die, become disabled or incapacitated, or refuse to further act as Trustee before all of the Trust property described hereinabove has been disposed of and the funds therefrom distributed, or before the termination of this Trust, then and in that event the successor of such Trustee shall be designated in the following manner: The successor of Trustee A shall be selected and named by Clarence H. Webb, his heirs, successors and assigns. The successor of Trustee B shall be selected and named by Robert L. Webb and Mrs. Lloyd Webb Diamond, their heirs, successors and assigns. The successor of Trustee C shall be selected and named by Mrs. Doris Yearwood Elgin and Mrs. Ruth Elgin Nordyke, their heirs, successors and assigns. The successors of Trustee D shall be selected and named by John Creighton Webb, Jr., Mrs. Lucile Webb Day, Mrs. Azalie Webb Crain and Mrs. Helen Webb Cooley, their heirs, successors and assigns. The successor of Trustee E shall be selected and named by Frederick F. Webb III, Reuben W. Webb, John L. Webb, Mrs. Martha Lowe Webb Wann, Mattie Lou Loe, Mae Katherine Loe and S. Bruce Loe as tutor of Sherwood Bruce Loe, Jr., their heirs, successors and assigns. The successor of Trustee F shall be selected and named by Trustees A, B, C, D and E.

In the event of disagreement among any one of the groups authorized to select a successor to Trustee A, B, C, D or E, as hereinabove indicated, or in the event of the inability or refusal of any member of said groups to express his selection of a successor, such successor Trustee shall be the individual selected and named by a majority of the weighted vote of the members of said group expressing their selection of a successor Trustee; the vote of each party being given a value equal to that party's interest in the Trust.

The successor to Trustee F shall be selected by a majority vote of Trustees A, B, C, D and E.

9.

This Trust shall continue until the Trust property hereinabove described has been disposed of and the funds therefor distributed or at the expiration of twenty years after the death of the Settlor last to die, whichever last occurs, unless sooner terminated as hereinafter provided.

10.

The Trust may be terminated at any time by the filing in the conveyance records of Caddo Parish, Louisiana of a notice of termination signed by a majority of the Trustees. The termination of the Trust shall be effective as of the date of the filing of such notice.

During the 30-day period immediately following the third anniversary of the date this Trust Agreement is filed of record in the conveyance records of Caddo Parish,

Louisiana, the Trust may be terminated by the filing of notice of termination in the conveyance records of Caddo Parish, Louisiana, signed by any one of the Trustees. The termination of the Trust shall be effective as of the date of filing of such notice.

Upon the termination of the Trust in whatever manner, all remaining Trust property and funds shall be transferred and delivered to the beneficiaries, their heirs, successors and assigns, in the proportions of their ownership in the Trust.

11.

The Trustees shall not be required to furnish bond.

12.

The Trustees accept the transfer and conveyance made herein, and the Trust created by this act, and acknowledge receipt of the property delivered to the Trustees as hereinabove provided.

THUS DONE AND SIGNED by Settlers and Trustees in the presence of the undersigned witnesses and Notaries Public.

WITNESSES:

Clarence H. Webb

Clarence H. Webb

Robert L. Webb

Robert L. Webb

Lloyd Webb Diamond

Lloyd Webb Diamond

Mary Gateley

Doris Yearwood Elgin

Doris Yearwood Elgin

WITNESSES:

Ruth Elgin Nofdyke
Ruth Elgin Nofdyke

John Creighton Webb, Jr.
John Creighton Webb, Jr.

Lucile Webb Day
Lucile Webb Day

Frederick F. Webb III
Frederick F. Webb III

Barbara Thughton

Reuben W. Webb
Reuben W. Webb

Mattie Lou Loe
Mattie Lou Loe

S. Bruce Loe
S. Bruce Loe, duly authorized
tutor of the minor, ~~MAE~~
~~KATHERINE SHERWOOD~~ Sherwood
Bruce Loe, Jr.

22 day of February, 1973.

Mae Katherine Loe
Mae Katherine Loe

Paul R. Mayer
Notary Public in and for
Caddo Parish, Louisiana

Gene Veillon

Azalie Webb Crain
Azalie Webb Crain

12 day of January, 1973.

[Signature]
Notary Public in and for
Lafayette Parish, Louisiana

Bryson S. Whitten
Jim O. [Signature]

Helen Webb Cooley
Helen Webb Cooley

5th day of January, 1973

Jana [Signature]
Notary Public in and for
Nueces County, Texas

WITNESSES:

Donald L. [Signature]
Robert [Signature]

[Signature]
John L. Webb

22 day of December, 1972.

PATTI SUE PARKER
Notary Public in and for Harris County, Texas
My Comm. Exp. 08/01/73
Patti Sue Parker
Notary Public in and for
Harris County, Texas

John Charles [Signature]
Charles D. Williams

Martha Lowe Webb Wann
Martha Lowe Webb Wann

22 day of December, 1972.

[Signature]
Notary Public in and for
Westport County, Texas

SETTLORS

Clarence H. Webb
Clarence H. Webb

Robert L. Webb
Robert L. Webb

Doris Yearwood Elgin
Doris Yearwood Elgin

John Creighton Webb
John Creighton Webb

Frederick F. Webb III
Frederick F. Webb III

Chas. L. Mayer
Chas. L. Mayer

TRUSTEES

[Signature]
Notary Public in and for
Caddo Parish, Louisiana

22 day of ~~December~~ February, 1973.

Mary [Signature]
Barbara Houghton

authority herein given, this agency being granted with full power of substitution and of revocation.

Appearer further declared that without limiting the power of attorney herein granted, he specially authorizes and empowers his said agent and attorney in fact to join with appearer's co-heirs and co-owners in filing and handling the succession proceeding of his mother, Mrs. Annie L. Webb, including the management and administration of the business and properties of her estate, the making and filing of inventory, the payment of Federal Estate Tax, State Inheritance and other taxes, expenses and debts, the acceptance of the succession, obtaining of judgment recognizing appearer and his co-owners as sole heirs and sending them in possession as owners of the properties, rights and credits belonging to her estate, and generally, to do and perform for him and in his name, place and stead, with the binding effect as though he were personally present and acting for himself, all things of every nature and kind that may, from time to time, need to be done in connection with the filing, management and handling of said succession, hereby also ratifying and confirming in advance any and all things done by his said agent and attorney in fact, in connection with said succession and said succession assets and his interest therein, such other and further power and authority being also given, with full power of substitution and of revocation.

DONE AND SIGNED in multiple originals, at Shreveport, Caddo Parish, Louisiana, before me, Notary Public, and in the presence of undersigned competent attesting witnesses, this the 28th day of May, A.D. 1951.

ATTEST:

Robert L. Webb

K. C. Pearce
Winifred J. Campbell

Clare C. Clark
Notary Public

#15,084

S U C C E S S I O N

OF

MRS. ANNIE L. WEBB

JUDGMENT

FILED & RECORDED

SEPT. 25, 1951

D B WEBSTER, CLK. & EX OFF

DY RECORDER

REC:PCP

NO. 109,429
FIRST JUDICIAL DISTRICT COURT
CADDO PARISH, LOUISIANA

Considering the petition in the above styled and numbered Succession proceeding, the affidavit, inventory and certificate attached, the law and the evidence being in favor thereof:

IT IS ORDERED, ADJUDGED AND DECREED that the inventory, descriptive and estimative, returned herein be approved and homologated; that an administration hereof be dispensed with, the same being unnecessary; that the inheritance taxes due the State of Louisiana be fixed at the sum of \$241.32 for each of the five petitioners, or at a total sum of \$1,206.60, and it appearing from the receipt of J.H. Flournoy, Sheriff and Ex-Officio Inheritance Tax Collector filed herein, that said taxes have been paid;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that petitioners, Frederick F. Webb, Jr., John C. Webb, Clarence H. Webb and Robert L. Webb, sole surviving children of Mrs. Annie L. Webb, deceased, and Mrs. Doris Yearwood Elgin, wife of Thomas M. Elgin, the sole surviving child and heir of Mrs. Ruth Webb Yearwood, a pre-deceased daughter of Mrs. Annie L. Webb, deceased, be, and they are hereby, recognized as the forced heirs at law of their mother and grandmother, respectively, the said Mrs. Annie L. Webb, deceased, and, as such, the owners by inheritances, share and share alike of all the assets comprising decedent's estate, and they are hereby sent into possession as such owners and in such proportions of all assets comprising decedent's estate and particularly of all assets and interests in assets shown on inventory returned in this Succession and described as follows, to-wit:

An undivided one-half interest in the following real estate:

1/20th interest in N $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 12, Twp. 16 North, Range 10 East, Madison Parish, Louisiana.

Those certain lands in Caddo Parish, Louisiana, fronting on Red River, near Lucas, presently known as the Levy Plantation, more fully described as Lot Fifteen (15) of the Daniel Lands in Section Ten (10), and Lots Two and Six (2 and 6) of Daniel Lands, and all that part of Lot Five (5) of the Daniel Lands east of Bayou Pierre, all in Section Fourteen (14), and a tract fronting one mile on Red River, and located in Sections Ten, Eleven, Thirteen, Fourteen and Fifteen (10, 11, 13, 14 and 15) said tract having been formerly known as the Norris Tract, and forming a part now of the Levy Plantation, and being the same property, less such part thereof as has gone into Red River, acquired by Morris Levy of date August 8, 1863, as per deed in Conveyance Book "0", at page 497 of the Records of Caddo Parish, Louisiana, made a part hereof by reference, together with any excess lands that may lie between the northerly edge hereof and other lands of the F.F. Webb Estate; and together with and including all alluvian and accretion attached thereto, and forming a part thereof, subject to the right of way of the Texas & Pacific Railway and of the Model Highway, and less 3.8 acres thereof lying South of Bayou Pierre;

All of the above described properties are located in Township Sixteen North (16N) Range Thirteen West (13W), Caddo Parish, Louisiana, containing 586 acres, more or less.

Also a tract of 11.46 acres in the Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10) Township Sixteen (16) North, Range Thirteen (13) West, lying within the triangle bound on the north and east by the center line of abandoned railway right of way, on the southeast by the northerly line of the above described Levy place and on the west by the east line of Texas & Pacific Railway Company right of way; also all of those portions of Sections eight, nine, ten and fifteen (8, 9, 10 and 15), Township Sixteen (16) North, Range Thirteen (13) West, lying west of the Texas & Pacific Railway right of way, and north and east of Bayou Pierre, save and except the portions of Section ten (10) and fifteen (15) contained within the Levy tract hereinabove first described; also all those portions of Sections three, four and five (3, 4 and 5), Township Sixteen (16) North, Range Thirteen (13) West, lying west of Texas & Pacific Railway right of way, East of Bayou Pierre and south of the public road known and designated as Forbing-Lucas Road; also all those portions of Section four (4), Township Sixteen (16) North, Range Thirteen (13) West, lying South of Texas & Pacific Railway right of way, west of Sand Beach Bayou, south and east of Mile Bayou, and North of the Public road known and designated as Forbing-Lucas Road; also all that part of Section five (5), Township sixteen (16) North, Range Thirteen (13) West lying south of Mile Bayou and east of Bayou Pierre, save and except lot One (1) of said section, and also all of that part of Section Thirty-two (32), Township Seventeen (17) North, Range Thirteen (13) West, lying south of Texas & Pacific Railway right of way and east of Bayou Pierre, less one acre sold Mary Coola Baptist church, and two acres sold Caddo Parish School Board, all of said lands being located in Caddo Parish, Louisiana, and containing 1173 acres, more or less, less 1-1/3 acres sold F.F. Webb, Jr., (Conveyance Book 377, page 505).

Also three (3) acres in Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section four (4), Township Sixteen (16) North, Range Thirteen (13) West, per Assessor's Country Plat No. 178, Tracts nineteen and twenty (19 and 20), Caddo Parish, Louisiana.

The aforesaid tracts of land containing a total of 1762 acres, more or less, together with all buildings and improvements thereon.

Cemetery Lot 169, Section F, Forest Park Cemetery.
Personal Assets:

Decedent's interest in accounts receivable, Webb & Webb, for purchases as of February 12, 1943.

Her interest in cash account of Estate with Webb & Webb, as of April 27, 1951, date of death.

Her interest in rent accounts receivable, Webb & Webb, April 27, 1951.

Her interest in bond account, Webb & Webb, for bonds purchased from cash account, 1943; and,

Her one-half interest in claim against Caddo Levee Board for destruction

in execution of drainage project of 73 pecan trees, all of such personal assets with their values being shown on inventory.

DONE AND SIGNED in Chambers at Shreveport, Louisiana, this 25th day of September, A.D. 1951.

James U. Galloway,
District Judge

#15,089

VETERANS ADMINISTRATION CENTER

TO

JOSEPH R. CHANDLER, ET UX

CREDIT DEED

STATE OF LOUISIANA
PARISH OF CADDO...

FILED & RECORDED
SEP. 25, 1951
L Y BARNETTE, JR., DY CLK &
EX OFF DY RECORDER
REC:PCP

BE IT KNOWN, That on this 21st day of September, A. D. 1951, BEFORE ME, O.P. Walton, a notary public, duly commissioned and qualified, in and for the State and Parish first written, therein reading, and in the presence of the undersigned competent witnesses, personally came and appeared:

ROBT. A. GAINES, a resident of the full age of majority of the Parish of Caddo, State of Louisiana, who presently occupies the position and performs the duties of Loan Guaranty Officer of the Veterans Administration Center, whose address is 501 Oakley Drive, Shreveport, Louisiana, and who appears and acts herein for and on behalf of CARL R. GRAY, JR. as Administrator of Veterans' Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D.C., hereinafter called Grantor, who declares that he does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon, and deliver, with special warranty of title by, through, and under Grantor, but no further, unto JOSEPH R. CHANDLER and DAISY W. CHANDLER, nee Wolf-married to each other and living together in full community relationship, both residents of the Parish of Caddo, State of Louisiana, hereinafter called Grantee(s), here present, accepting and purchasing for said Grantee(s) and the heirs or successors and assigns of said Grantee(s), and acknowledging due delivery and possession thereof, all and singular the following-described property, to-wit:

West 50 feet of Lot 9, Spell Heights Subdivision, a subdivision of the Town of Vivian, Caddo Parish, Louisiana, as per that plat recorded in Book 300, page 578, of the Conveyance Records of Caddo Parish, Louisiana, and a tract adjoining the same, being that tract lying North of the West 50 feet of said Lot 9, between a Northerly extension of the East and West lines thereof and South of Park Drive, together with all buildings and other improvements thereon, and with the following movable items located on the above described property:

40,000 BTU Floor Furnace
30" Attic Fan with Auto. Grill
Bath Wall Heater
20-Gal. Water Heater

TO HAVE AND TO HOLD the above-described property unto the said Grantee(s) and the heirs or successors and assigns of said Grantee(s), forever.

This sale is made and accepted in consideration of the sum of Five Thousand Seven Hundred Fifty and No/100 Dollars (\$5,750.00), of which amount Grantee has paid the sum of Five Hundred and No/100 Dollars (\$500.00) in current acceptable money, the receipt whereof from Grantee the Grantor hereby acknowledges, the same being part of the purchase price for the above-described property.

For the balance of said purchase price, to-wit: the sum of Five Thousand Two Hundred Fifty and No/100 Dollars (\$5,250.00) said Grantee(s) have furnished their one certain Promissory Note for the sum of Five Thousand Two Hundred Fifty and No/100 Dollars (\$5,250.00) dated of even date herewith, and payable to CARL R. GRAY, JR., as Administrator of Veterans Affairs, an Officer of the United States, whose address is Washington 25, D.C., and his successors in office as such, and assigns as follows: In monthly installments of Thirty and 70/100 Dollars

DONE AND PASSED before me, Ruth Haller, said Notary in and for Cameron County, Texas, in the presence of the undersigned legal and competent witnesses, on the 19th day of August, 1943.

ATTEST:

Mrs. Richard C. Burks
A. H. Golda ?

Mrs. Katherine McKellar Meier

\$3.85 Revenue
Stamps Affixed &
Cancelled.

Ruth Haller
Notary Public.

48,490

FREDERICK F. WEBB, (DEC'D)
TO
HIS HEIRS

FILED & RECORDED
AUGUST 24th, 1943
D. B. WEBSTER, DY CLK
& EX OFF DY RECORDER
REC: EA

JUDGMENT:

NO. 87,181 FIRST DIST. COURT
CADDO PARISH, LOUISIANA.

CONSIDERING the petition of the widow and heirs of the decedent in the above styled and numbered succession proceedings, together with documents and affidavits attached, and the law and the evidence being in favor thereof:

IT IS ORDERED ADJUDGED AND DECREED that the inventory, descriptive and estimative, taken by Clare C. Clark, Notary Public, be approved and homologated; that no inheritance taxes are found to be due the State of Louisiana herein; that an administration be dispensed with, and that Mrs. Annie L. Webb be and she is hereby recognized as surviving widow in community of Frederick F. Webb, deceased, and as such, the owner, entitled to possession of an undivided one-half interest of all community assets, and to the usufruct provided by law, of the remaining one-half interest in such assets.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the four sons, Frederick F. Webb, Jr., John C. Webb, Clarence H. Webb, and Robert L. Webb, and the minor granddaughter, Doris Webb Yearwood, be and they are recognized as the sole surviving heirs of the decedent, and as such the owners, share and share alike, entitled to possession, subject to the usufruct of the surviving widow, Mrs. Annie L. Webb, of decedent's estate, consisting of the remaining undivided one-half interest in all community assets; it being recognized that the acceptance of the succession by the tutor of the property of the minor, on her behalf, is with benefit of inventory.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this judgment recognizes the widow and heirs aforesaid of decedent as owners in the proportions set forth and send them into possession of and applies to all of the assets left by decedent and as shown on inventory herein and particularly to all insurance payable to decedent's estate and to real estate described as follows, to-wit:

Those certain lands in Caddo Parish, Louisiana, fronting on Red River, near Lucas, presently known as the Levy Plantation, more fully described as Lot Fifteen (15) of the Daniel Lands in Section Ten (10), and Lots Two and Six (2 and 6) of Daniel Lands, and all that part of Lot Five (5) of the Daniel Lands east of Bayou Pierre,

all in Section Fourteen (14), and a tract fronting one mile on Red River, and located in Sections Ten, Eleven, Thirteen, Fourteen and Fifteen (10, 11, 13, 14 and 15) said tract having been formerly known as the Norris Tract, and forming a part now of the Levy Plantation, and being the same property, less such part thereof as has gone into Red River, acquired by Morris Levy of date August 8, 1863, as per deed in Conveyance Book "O", at page 497 of the Records of Caddo Parish, Louisiana, made a part hereof by reference, together with any excess lands that may lie between the Northerly edge hereof and other lands of the F. F. Webb Estate; and together with and including all alluvian and accretion attached thereto, and forming a part thereof, subject to the right-of-way of the Texas & Pacific Railway and of the Model Highway, and less 3.8 acres thereof lying South of Bayou Pierre;

All of the above described properties are located in Township Sixteen North (16N.) Range Thirteen West (13W.) Caddo Parish, Louisiana, containing 586 acres, more or less.

Also a tract of 11.46 acres in the Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Sixteen (16) North, Range Thirteen (13) West, lying within the triangle bound on the north and east by the center line of abandoned railway right of way, on the Southeast by the Northerly line of the above described Levy Place and on the West by the east line of Texas & Pacific Railway Company right of way; also all of those portions of Sections eight, nine, ten and fifteen (8, 9, 10 and 15), Township Sixteen (16) North, Range Thirteen (13) West, lying West of the Texas & Pacific Railway right of way, and north and east of Bayou Pierre, save and except the portions of Sections ten (10) and Fifteen (15) containing within the Levy Tract hereinabove first described; also all those portions of Sections Three, four and five (3, 4 and 5), Township Sixteen (16) North, Range Thirteen (13) West, lying west of Texas & Pacific Railway right of way, East of Bayou Pierre and south of the public road known and designated as Forbing-Lucas Road; also all those portions of section four (4), Township Sixteen (16) North, Range Thirteen (13) West, lying South of Texas & Pacific Railway right of way, west of Sand Beach Bayou; south and east of Mile Bayou, and North of the Public Road known and designated as Forbing-Lucas Road; also all known that part of Section Five (5), Township sixteen (16) North, Range Thirteen (13) West lying South of Mile Bayou, East of the center line of said section, and north of the Forbing-Lucas Public Road; also that part of said section five (5) lying north of Mile Bayou and east of Bayou Pierre, save and except lot one (1) of said Section, and also all of that part of section thirty-two (32), Township Seventeen (17) North, Range Thirteen (13) West, lying South of Texas & Pacific Railway right of way and East of Bayou Pierre, less one acre sold Mary Goola Baptist Church, and two acres sold Caddo Parish School Board, all of said lands being located in Caddo Parish, Louisiana, and containing 1173 acres, more or less, less 1 $\frac{1}{3}$ acres sold F. F. Webb, Jr. (Conveyance Book 377, page 505).

Also three (3) acres in Northwest Quarter (NW $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4), Township Sixteen (16) North, Range Fourteen (14) West, per Assessor's Country Plat No. 178, Tracts nineteen and twenty (19 and 20), Caddo Parish, Louisiana;

The aforesaid tracts of land containing a total of 1762 acres, more or less.

1/20 interest in North Half of Northwest Quarter (N $\frac{1}{2}$ of NW $\frac{1}{4}$) Section 12 Township 16 North, Range 10 East, Madison Parish, Louisiana

Cemetery Lot No. 169, Section "F" of Forest Park Cemetery, Shreveport, Louisiana.

DONE AND SIGNED in Chambers, at Shreveport, Louisiana, this 24th day of August, 1943.

Robt. J. O'Neal
Judge, District Court.

C 4630



Monique Warren
MONIQUE WARREN
DEPUTY CLERK

Gary Loftin
Caddo Parish Clerk of Court
2438274
01/17/2013 11:10 AM

CONSENT TO ASSIGNMENT OF SERVITUDE AGREEMENT

STATE OF LOUISIANA)
) § KNOW ALL MEN BY THESE PRESENTS:
PARISH OF CADDO)

THIS CONSENT TO ASSIGNMENT OF SERVITUDE AGREEMENT ("Consent") is made and entered into by and between **Louisiana Midstream Gas Services, L.L.C.**, a limited liability company ("Assignor"), **Chesapeake Midstream Development, LLC**, a limited liability company ("Assignee"), and **Franks Investment Company, L.L.C.**, a limited liability company ("Grantor").

WITNESSETH:

WHEREAS, Grantor executed a Servitude Agreement on 1/19/2010, filed of record on 2/10/2010 under Registry Number 2272353 of the Conveyance Records of Caddo Parish, Louisiana ("Servitude"); and

WHEREAS, Grantor executed a Servitude Agreement on 3/17/2010, filed of record on 5/11/2010 under Registry Number 2286330 of the Conveyance Records of Caddo Parish, Louisiana ("Servitude"); and

WHEREAS the aforementioned Servitude requires Assignor to obtain prior written consent from Grantor prior to executing an assignment of the Servitude; and

WHEREAS Assignor and Assignee desire to enter into an assignment of said Servitude subject to the terms, restrictions and conditions contained in the Servitude; and

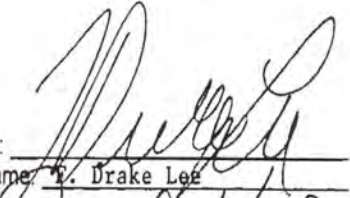
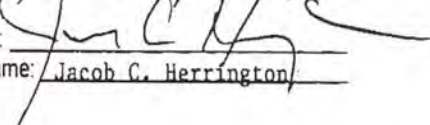
WHEREAS, Grantor desires to consent to said assignment; and Assignor and Assignee desire a document of record to memorialize the terms of this Consent;

NOW THEREFORE, by execution of this Consent, Grantor consents to the assignment of the Servitude between Assignor and Assignee, and Assignee agrees to be bound by and will accept the provisions of the Servitude.

Dated this 18th day of December, 20 12

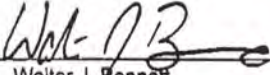

GRANTOR:
Franks Investment Company, L.L.C.

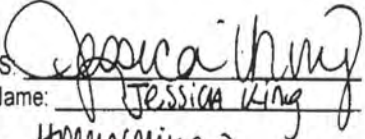
By: 
Bobby E. Jelks
Manager

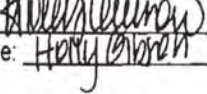
WITNESS: 
Printed Name: E. Drake Lee
WITNESS: 
Printed Name: Jacob C. Herrington

523

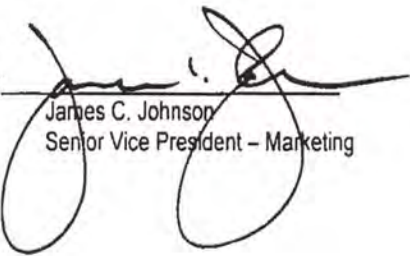
ASSIGNOR:
Louisiana Midstream Gas Services, L.L.C.

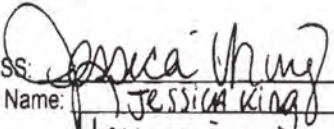
By: 
Walter J. Bennett
Vice President, Operations 

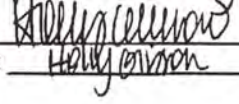
WITNESS: 
Printed Name: Jessica King

WITNESS: 
Printed Name: Holly Givson

ASSIGNEE:
Chesapeake Midstream Development, L.L.C.

By: 
James C. Johnson
Senior Vice President - Marketing

WITNESS: 
Printed Name: Jessica King

WITNESS: 
Printed Name: Holly Givson

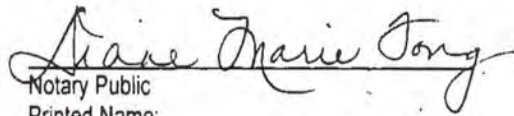
ACKNOWLEDGEMENTS

STATE OF LOUISIANA

PARISH OF CADDO

Before me the 18th day of December, 2012, personally appear Bobby E. Jelks
_____, in his capacity as Manager of Franks Investment Company, L.L.C., known to
me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged
to me that he executed the same as the free and voluntary act and deed, and as the free and voluntary
act of the limited liability company, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal:


Notary Public
Printed Name: _____

My Commission Expires:

Diane Marie Fong, Notary Public ID # 2731
P. O. Box 7665 - Shreveport, LA 71137-7665
Commissioned in Caddo Parish, Louisiana
Commission is for life.

STATE OF OKLAHOMA

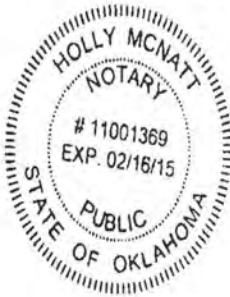
COUNTY OF OKLAHOMA

Before me the 10 day of January, 2013, personally appeared Walter J. Bennett, in his capacity as Vice President – Operations of Louisiana Midstream Gas Services, L.L.C., known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the free and voluntary act and deed, and as the free and voluntary act of the limited liability company, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal:

HMcNatt
Notary Public
Printed Name: Holly McNatt

My Commission Expires:
2/16/15



STATE OF OKLAHOMA

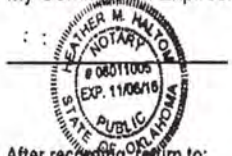
COUNTY OF OKLAHOMA

Before me the 10th day of January, 2013, personally appeared James C. Johnson, in his capacity as Senior Vice President – Marketing of Chesapeake Midstream Development, L.L.C., known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the free and voluntary act and deed, and as the free and voluntary act of the limited liability company, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal:

Heather M. Halton
Notary Public
Printed Name: HEATHER M. HALTON

My Commission Expires:



After recording, return to:
Coleen R. Magness
Director - Right of Way Coordination
ACCESS MIDSTREAM
P.O. Box 54368
Oklahoma City, OK 73154-1368
Phone: (405) 935-8455

525

Shari Gartham
DEPUTY CLERK

SURFACE USE AGREEMENT

C 4586

This Surface Use Agreement ("Agreement") is made and entered into effective as of May 5, 2011 (the "Effective Date"), by and between the following (hereinafter sometimes referred to collectively as the "Parties"):

Franks Investment Company, L.L.C., a Louisiana Limited Liability Company ("Franks"), whose address is P.O. Box 7626, Shreveport, LA 71137-7626, represented herein by Bobby E. Jelks, its duly authorized Manager; and

Petrohawk Operating Company, a Texas corporation (HK) whose address is 6100 South Yale, Suite 500, Tulsa, Oklahoma 74136, represented herein by Jak Keenan, its duly authorized Vice President-Land

Whereas, Franks has granted Twin Cities Development, L.L.C., ("TCD") an Oil, Gas and Mineral Lease (the "Lease") dated June 30, 2008, covering certain lands in Caddo Parish, Louisiana;

Whereas, a Memorandum of Oil and Gas Lease (the "Memorandum") was filed in the Conveyance Records of Caddo Parish, Louisiana on June 30, 2008, under Registry Number 2166011 to provide notice of the Lease;

Whereas, both the Lease and Memorandum forbid drilling or surface operations on lands covered by the Lease except as permitted by subsequent surface use agreement mutually acceptable to Franks and TCD that is reduced to writing and signed by both Parties;

Whereas, the Lease covers, among other property, certain lands located in (theoretical) Section 10, Township 16 North, Range 13 West, Caddo Parish, Louisiana, all as more fully described in the Lease, the surface of which is owned by Franks (the "Surface Lands");

Whereas TCD has assigned the Lease to Chesapeake Operating, Inc. (COI);

Whereas, HK desires to use and occupy a portion of the Surface Lands consisting of 9.782 acres (+/-) for drilling and surface operations, which area consists of (a) a drillsite pad (the "Drillsite Pad") [5.739 acres (+/-)], and (b) an access road 4493.37 feet in length (the "Access Road") [4.043 acres (+/-)] to access the Drillsite Pad, all as more fully shown on the survey plat attached as Exhibit A hereto;

Now, therefore in consideration of the premises and the mutual covenants and agreements set forth below, the Parties agree as follows:

1. **Surface Use.** For payment of the cash consideration described in paragraph 3 below and the premises, Franks grants unto HK, its agents, contractors, employees, and its successors and assigns, a right of use and servitude (hereinafter collectively called the "Right of Use") for ingress and egress on, upon and across the Access Road and Drillsite Pad as may be necessary, useful or convenient to HK in (a) the drilling, completing, re-completing, reworking, maintaining, producing and otherwise operating of directional and horizontal wells (each a "Well"; collectively, the "Wells") from locations on the Drillsite Pad through the subsurface of the Surface Lands to bottom hole locations beneath the Surface Lands or lands pooled therewith, (b) constructing, operating, and maintaining equipment reasonably necessary for its operations, and (c) the storing, transporting, distributing, marketing and selling of oil, gas and other liquid or gaseous hydrocarbons produced from any of the Wells. The Right of Use includes the right to locate an earthen frac water source tank and an earthen frac water flowback tank, herein collectively referred to as "Pits", on the Drillsite Pad. It is contemplated that multiple horizontal wells may be drilled from the Drillsite Pad. All drilling, completion, reworking, and production operations shall be conducted only on the Drillsite Pad. Ingress and egress to the Drillsite Pad shall be on only by the Access Road. All of HK's operations under this Agreement shall be conducted in full compliance with all applicable laws, rules and regulations of any authority having jurisdiction over such operations.

Map Attached

61

Gary Loftin
Caddo Parish Clerk of Court
2411930
07/09/2012 10:48 AM

2. **Term.** The term of this Agreement shall commence with the Effective Date and shall continue for so long as the Lease remains in effect over any portion of the Surface Lands in accordance with the terms of the Lease.
3. **Consideration:** As consideration for the Right of Use herein granted, HK shall pay Franks (a) \$75,000.00 upon the Effective Date; and (b) thereafter, on each successive anniversary of the Effective Date during the term of this Agreement, the sum of \$5,000 per acre for each acre included in the Drillsite Pad and Access Road.
4. **Special Agreements of HK.** HK agrees that its operations on the Drillsite Pad and Access Road shall be conducted in accordance with the following provisions:
 - 4.1. While drilling or reworking operations are being conducted, HK shall construct and maintain a fence around the area of operations and shall take appropriate measures to insure that only authorized persons have access to the Drillsite Pad. After the completion of a Well, HK shall construct and maintain a substantial fence around all tank batteries, separators, and other surface equipment and shall keep all gates locked. HK shall keep all surface equipment in a good state of repair and painted as often as is necessary to maintain a good appearance. HK shall remove all debris, trash, unused materials, pipe, or equipment from the Drillsite Pad on a continuing basis. HK may not construct any buildings or other structures on the Drillsite Pad except for temporary mobile buildings utilized during drilling and completion operations. HK will use only low profile pumping units and permanent production tanks on the Drillsite Pad. HK shall bury all pipelines located on the Surface Lands, where prudently possible, so that the top of the pipeline is at least 36 inches below the surface.
 - 4.2. Before any drilling equipment is moved to the Drillsite Pad, HK must construct the Access Road as an all-weather, graded gravel road with tin horns of appropriate diameter placed where necessary. HK shall maintain the Access Road in a good condition.
 - 4.3. HK agrees to keep the Drillsite Pad clean, to keep equipment painted, to fence all Pits until the Pits can be filled and leveled by HK, as provided for below, to repair any fences damaged by HK, and to restore the premises to natural condition insofar as is reasonably practicable upon termination of each operation. Notwithstanding any permanent production tanks allowed for under this Agreement, all salt water produced by operations conducted from the Drillsite Pad may be stored in lined above ground storage containers on a temporary basis and then may be reused in connection with fracture stimulation of additional Wells, or if not so used, must be removed by HK.
 - 4.4. All Pits must be filled to ten inches above ground level by HK within 180 days after completion of each Well, provided however if HK has provided Franks with a development plan outlining a multi-well drilling program which will require the continued use of such Pits, then such Pits may remain open until such program is completed. If the Pits are too wet to cover within 180 days after completion of a Well or Wells, HK agrees to remove the contents of each from the Drillsite Pad and to fill the pits as provided above when the ground is dry.
 - 4.5. HK shall have the right to drill a water well on the Drillsite Pad. Within 30 days of such date as HK ceases to use the water well, HK shall provide Franks written notice tendering the well, free of cost. Upon receipt of that notice Franks shall have 30 days within which to accept the tender. If Franks elects to accept the tender, HK agrees to execute such instrument(s) as may be necessary to convey the well to Franks. If Franks declines to accept the tender, HK shall remain responsible to close the water well in compliance with all applicable laws and regulations.
 - 4.6. HK may not use sand, gravel, or any other materials from the Surface Lands in HK's operations without the prior written consent of Franks. Under no

circumstances may HK, its agents, employees, or contractors bring firearms, dogs or other animals on the Surface Lands or hunt or fish on the Surface Lands.

5. **Indemnity.** As contemplated in paragraph 11 [11.(a) and 11. (b)] of Exhibit B to the Lease, HK undertakes and agrees to be bound by and to perform all indemnification obligations and other obligations imposed upon the "Lessee" therein, which obligations the Parties agree are fully incorporated in this Agreement by reference.
6. **Plugging and Abandonment and Surface Restoration.** HK shall cause any Well drilled pursuant to this Agreement to be plugged and abandoned at the time and in the manner required by applicable laws and regulations unless Franks exercises its right to take over the Well pursuant to the provisions of paragraph 10 of Exhibit B to the Lease. Upon the expiration of the term of this Agreement, HK shall take such steps as are reasonably practicable to restore the ground surface of the Drillsite Pad and Access Road to as near conditions existing before construction thereof, including (as necessary) placement and grading of topsoil and planting of native grasses; provided, however, that Franks shall have the right, but not the requirement, to take over the Access Road "as is, where is."
7. **General.**
 - 7.1. The Right of Use is a limited right of use and servitude and is intended as a covenant running with the Surface Lands (including both surface and underlying minerals in the event of any severance), in accordance with the terms set forth herein and is binding upon and for the benefit of Franks and HK and their successors and assigns.
 - 7.2. The rights and obligations of HK under this Agreement may be assigned to one or more third parties only to the extent that the assignment (a) is permitted under paragraph 5 of Exhibit B to the Lease, and (b) requires each assignee to assume and agree to perform its proportionate part of the obligations of HK under this Agreement. The rights of Franks under this Agreement may be assigned to one or more third parties provided that any assignment must require the assignee to assume and agree to perform its proportionate part of the obligations of Franks under this Agreement.
 - 7.3. This Agreement is to be performed in Caddo Parish, Louisiana. No obligation of HK to pay money under this Agreement will be excused by reason of force majeure.
 - 7.4. Paragraph headings are used in this Agreement for convenience only and are not to be considered in the interpretation or construction of this Agreement. The execution or ratification by Franks of any division order, gas contract, or any other document will not alter any provision of this Agreement unless the intent to do so is expressly stated in the document.
 - 7.5. This Agreement, together with attached Exhibit A and the referenced and incorporated provisions of the Lease, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and any other promises, inducements, representations, warranties or agreements with respect to the subject matter hereof have been superseded hereby and are not intended to survive this Agreement. Except as otherwise expressly provided herein, no amendment or modification of this Agreement shall be effective unless set forth in writing and signed by a duly authorized officer of each of the Parties. The invalidity of any one or more of the provisions of this Agreement does not affect the remaining portions of this Agreement, and in case of any such invalidity, this Agreement should be construed as if the invalid provision(s) had not been inserted.
 - 7.6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals on the dates of their respective acknowledgments but effective as of the Effective Date.

WITNESSES:

Nancy S. Duke
(Signature of 1st Witness)

Nancy S. Duke
(Print name of 1st Witness)

D. F. Marlowe
(Signature of 2nd Witness)

D. F. Marlowe
(Print name of 2nd Witness)

SURFACE OWNER:

Franks Investment Company, L.L.C.

By: Bobby E. Jelks
Bobby E. Jelks, Manager

WITNESSES:

Muriel Margrove
(Signature of 1st Witness)

Muriel Margrove
(Print name of 1st Witness)

Vickie Horton
(Signature of 2nd Witness)

Vickie Horton
(Print name of 2nd Witness)

OPERATOR:

Petrohawk Operating Company

By: Jak Keenan
Jak Keenan, Vice President-Land

ACKNOWLEDGMENTS

STATE OF LOUISIANA

PARISH OF BOSSIER

On this 7th day of July, 2011, before two competent witnesses and me, the undersigned authority, duly qualified and acting as such in and for the above parish and state aforesaid, appeared Bobby E. Jelks, to me personally known, who, being by me duly sworn, did say:

That he is the duly authorized Manager of Franks Investment Company, L.L.C., a Louisiana limited liability company, that the foregoing instrument was signed by him on behalf of said company, and that said appearer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

F. Drake Lee
Notary Public in and for the State of Louisiana

(Notary's Printed Name and ID #)

My Commission Expires: _____

F. Drake Lee, Bar ID No. 08263
Notary Public
Caldco Parish, Louisiana
My Commission Is For Life

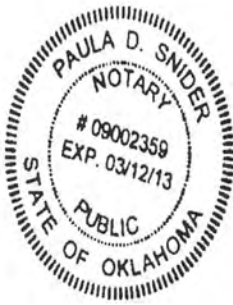
STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

On this 24 day of June, 2011, before two competent witnesses and me, the undersigned authority, duly qualified and acting as such in and for the above county and state aforesaid, appeared Jak Keenan, to me personally known, who, being by me duly sworn, did say:

That he is the duly authorized Vice President-Land of Petrohawk Operating Company, that the foregoing instrument was signed by him on behalf of said company, and that said appearer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Paula D. Snider
Notary Public in and for the State of Oklahoma

Paula D. Snider #09002359
(Notary's Printed Name and ID #)
My Commission Expires: 3/12/2013

SECTION CORNER	NORTHING	EASTING
SWC Theo. 10 (Cal'd)	692502.9153	2911517.9189
NEC Theo. 10 (Cal'd)	692136.9523	2916646.5377
SEC Theo. 10 (Cal'd)	686863.0850	2916609.0150
SWC Theo. 10 (Cal'd)	686819.2929	2911411.2778
NWC Theo. 11 (Cal'd)	691653.8779	2916660.0217
NE Theo. 11 (Cal'd)	691605.6831	2921763.6932
SEC Theo. 11 (Cal'd)	689777.8768	2921819.4189

R-13-W

GENERAL NOTES

1. PROJECT CONTINGENT SYSTEM AS SHOWN HEREIN IS TO BE MAINTAINED IN ITS ORIGINAL STATE TO THE SURVIVAL OF THE PROPERTY. THE SURVIVAL OF THE PROPERTY IS THE NORTH END OF THE SURVIVAL OF THE PROPERTY. THE SURVIVAL OF THE PROPERTY IS THE NORTH END OF THE SURVIVAL OF THE PROPERTY. THE SURVIVAL OF THE PROPERTY IS THE NORTH END OF THE SURVIVAL OF THE PROPERTY.
2. THIS SURVEY IS SUBJECT TO THE PROBABLE CHANGE IN THE SURVIVAL OF THE PROPERTY. THE SURVIVAL OF THE PROPERTY IS THE NORTH END OF THE SURVIVAL OF THE PROPERTY. THE SURVIVAL OF THE PROPERTY IS THE NORTH END OF THE SURVIVAL OF THE PROPERTY.

WELL LOCATION PAD LEGAL DESCRIPTION: A PORTION OF THEORETICAL SECTION 10, TOWNSHIP 16 NORTH RANGE 13 WEST, CADDOPARISH, LOUISIANA, AS DESCRIBED FROM AN OLD SURVEY BY JAMES LAYSON SOUTER, P.L.S. 40487, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THEORETICAL SECTION 10, THENCE NORTH 89 DEGREES 38 MINUTES 43 SECONDS EAST A DISTANCE OF 500.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 43 SECONDS WEST A DISTANCE OF 100.00 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 38 MINUTES 43 SECONDS WEST A DISTANCE OF 500.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 43 SECONDS EAST A DISTANCE OF 500.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 38 MINUTES 43 SECONDS WEST A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 1/4 ACRES, MORE OR LESS, ALL LYING IN CADDOPARISH, LOUISIANA.

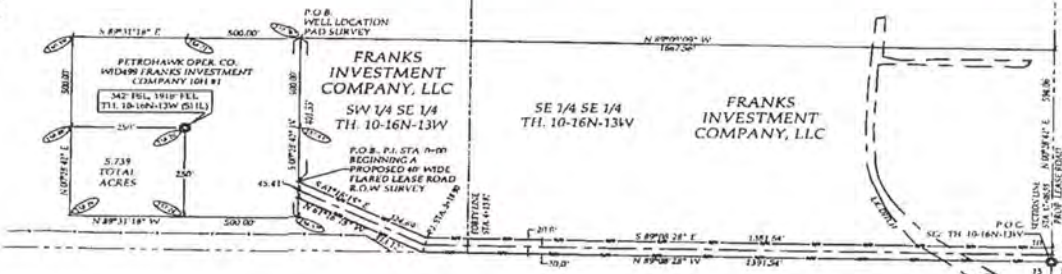
SURFACE LOCATION:
NAD 83 GROUND LEVEL 158.20 FEET
WELL COORDINATES:
LAT = 32°23'09.714237" NAD 83
LONG = -93°41'06.8607481" NAD 83
X = 183398.6453501 NAD 83
Y = 476534.7014888 NAD 83
LAT = 32°23'09.3402237" NAD 83
LONG = -93°41'10.06147397" NAD 83
X = 291663.538741 NAD 83
Y = 477231.811901 NAD 83

BOTTOM HOLE LOCATION:
CALCS FOR THE 399' TIE
OF THEO. SECTION 10-16N-13W
WELL COORDINATES:
LAT = 32°23'50.0460581" NAD 83
LONG = -93°41'09.1804781" NAD 83
X = 183398.6453501 NAD 83
Y = 476534.7014888 NAD 83
LAT = 32°23'50.0460581" NAD 83
LONG = -93°41'09.1804781" NAD 83
X = 291663.538741 NAD 83
Y = 477231.811901 NAD 83

ACCESS ROAD ORIGINATION POINT:
LAT = 32°23'09.714237" NAD 83
LONG = -93°40'23.7519377" NAD 83
NO NEW CONSTRUCTION REQUIRED

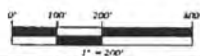
T
16
N

EXHIBIT "A"



I HEREBY STATE THAT THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION ON THE 18TH DAY OF APRIL 2011 AND THAT THE CORNERS WERE SET, OR RECOVERED AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND ABILITY.

JAMES LAYSON SOUTER, P.L.S. NO. 04379
NOTE: THIS PLAT SHOULD NOT BE CONSIDERED VALID WITHOUT THE SURVEYOR'S STAMP AND SIGNATURE. BEARING BASED ON GRID NORTH. NO PHOTOCOPIES. © COPYRIGHT 2011



SYMBOL	DESCRIPTION
(P)	P.O.B. SURVEY POINT
(W)	WELL LOCATION
(B)	BOTTOM HOLE LOCATION
(C)	CALCULATED SECTION CORNER
(S)	SECTION CORNER
(R)	RAILROAD TRACKS
(G)	GRASSY AREA
(L)	PAVED ROAD
(D)	DITCH
(F)	FIELD
(W)	WATER
(S)	ROAD LEASE ROAD 8' 2 1/2' WIDE
(A)	ALPHABET PLANT
(E)	ELECTRIC LINE

REV.	DATE	REVISION MADE
E	5/2/11	Revised final plat name
F	5/2/11	Checked survey in legal filing (11-06-72)
G	5/2/11	Finalized plat (Orig. 11-06-72)
D	5/2/11	Added lower info and road dimensions (Orig. 11-06-72)
C	4/2/11	Added north line info to page 2 (Orig. 11-06-72)
B	4/2/11	Adjusted RLW to stay in Theo. Sec 11 (Orig. 11-06-72)
A	4/2/11	Original plat (Orig. 11-06-72)

PETROHAWK Operating Company
5180 B Yale Ave.
Tulsa, Oklahoma, 74138

LANDPOINT
11000 E. 15th Ave., Suite 100
Tulsa, Oklahoma 74138
Tel: 918.438.1100
Fax: 918.438.1101
www.landpoint.com

WID-199 Franks Investment Company 1011 RT
Pad & Road Survey
Located in a Portion of Theoretical Section 10, and 11
Township 16 North Range 13 West,
Caddo Parish, Louisiana

PROJECT NO. 11-0619	DRAWN: M.C.	DATE: 5/19/11
SCALE: 1" = 200'	CHECKED: A.B.	DATE: 5/19/11
11-0619	PAGE 1 OF 2	REV. 2
DRAWING NUMBER (DATE: 5/19/11)		

R-13-W

PROPOSED LEASE, ROAD RIGHT OF WAY LEGAL DESCRIPTION, A PORTION OF THE THEORETICAL SECTIONS 10 AND 11, TOWNSHIP 14 NORTH RANGE 11 WEST, CASSIDY PARISH, LOUISIANA, BEING DESCRIBED AS FOLLOWS FROM AN ON-THE-GROUND SURVEY BY JAMES LAFSON SCOUTER, P.L.S. 04379, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE THEORETICAL SECTION 10 THE NED NORTH 08 DEGREES 28 MINUTES 42 SECONDS EAST A DISTANCE OF 179.14 FEET TO A POINT; THENCE NORTH 88 DEGREES 08 MINUTES 09 SECONDS WEST A DISTANCE OF 400.88 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING OF A PROPOSED 40' WIDE LEASE ROAD RIGHT OF WAY SURVEY; THENCE SOUTH 81 DEGREES 16 MINUTES 15 SECONDS EAST A DISTANCE OF 324.83 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 38 SECONDS EAST A DISTANCE OF 130.34 FEET TO A POINT; THENCE NORTH 10 DEGREES 43 MINUTES 13 SECONDS WEST A DISTANCE OF 197.77 FEET TO A POINT; THENCE NORTH 10 DEGREES 43 MINUTES 13 SECONDS WEST A DISTANCE OF 26.27 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 38 SECONDS EAST A DISTANCE OF 34.28 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 38 SECONDS WEST A DISTANCE OF 400.88 FEET TO A POINT; THENCE NORTH 88 DEGREES 08 MINUTES 09 SECONDS WEST A DISTANCE OF 400.88 FEET TO A POINT; THENCE SOUTH 81 DEGREES 16 MINUTES 15 SECONDS EAST A DISTANCE OF 324.83 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 38 SECONDS EAST A DISTANCE OF 130.34 FEET TO A POINT; THENCE NORTH 10 DEGREES 43 MINUTES 13 SECONDS WEST A DISTANCE OF 197.77 FEET TO A POINT; THENCE NORTH 10 DEGREES 43 MINUTES 13 SECONDS WEST A DISTANCE OF 26.27 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 38 SECONDS EAST A DISTANCE OF 34.28 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 38 SECONDS WEST A DISTANCE OF 400.88 FEET TO A POINT; THENCE NORTH 88 DEGREES 08 MINUTES 09 SECONDS WEST A DISTANCE OF 400.88 FEET TO A POINT; THENCE SOUTH 81 DEGREES 16 MINUTES 15 SECONDS EAST A DISTANCE OF 324.83 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 38 SECONDS EAST A DISTANCE OF 130.34 FEET TO A POINT; THENCE NORTH 10 DEGREES 43 MINUTES 13 SECONDS WEST A DISTANCE OF 197.77 FEET TO A POINT; THENCE NORTH 10 DEGREES 43 MINUTES 13 SECONDS WEST A DISTANCE OF 26.27 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 38 SECONDS EAST A DISTANCE OF 34.28 FEET BACK TO THE POINT OF BEGINNING. SAID DESCRIBED TRACT CONTAINING 4.043 ACRES, MORE OR LESS ALL LYING IN CASSIDY PARISH, LOUISIANA.

FRANKS INVESTMENT COMPANY, LLC

SF 1/4 SW 1/4 TH. 11-16N-13W

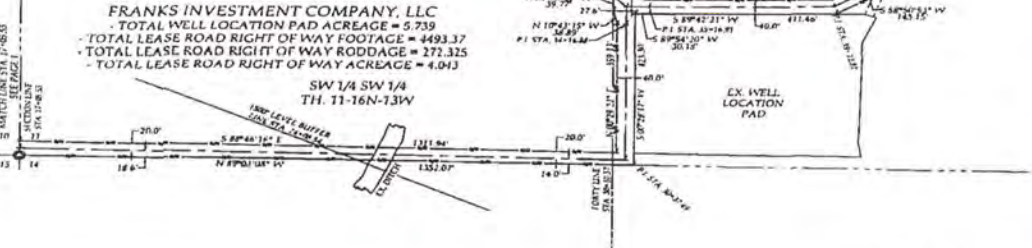
EX. WELL LOCATION PAD

FRANKS INVESTMENT COMPANY, LLC
 TOTAL WELL LOCATION PAD ACREAGE = 5.739
 TOTAL LEASE ROAD RIGHT OF WAY FOOTAGE = 4493.37
 TOTAL LEASE ROAD RIGHT OF WAY RODDAGE = 272.325
 TOTAL LEASE ROAD RIGHT OF WAY ACREAGE = 4.043

SW 1/4 SW 1/4 TH. 11-16N-13W

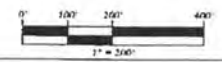
T 16 N

67



I HEREBY STATE THAT THE HEREON PLATTED AND DESCRIBED SURVEY WAS COMPLETED UNDER MY SUPERVISION ON THE 19TH DAY OF APRIL, 2011 AND THAT THE CORNERS WERE SET, OR RECOVERED AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND ABILITY.

JAMES LAFSON SCOUTER, P.L.S. No. 04379
 NOTE: THIS PLAN SHOULD NOT BE CONSIDERED VALID WITHOUT INKED SURVEYOR'S STAMP AND SIGNATURE. BEARINGS BASED ON GRID NORTH. NO PHOTOCOPIES. © COPYRIGHT 2011



LEGEND

- FLYING POINT
- EMPHATIC CORNER POINT
- UNEMPHATIC CORNER POINT
- GRANDDUTCH ELECTRIC POWER
- WELL LOCATION
- RIGHT OF WAY
- RAILROAD TRACKS
- PIPELINES
- CRATEL ROAD
- PAV. LANE
- 100 FT. LINE
- PROP. LEASE ROAD & O.W.
- PROP. LEASE ROAD CONTAINING ADJACENT ROAD SECTION LINE

REV.	DATE	REVISION MADE
C	5/18/11	Revised road, added well name
T	5/18/11	Changed acreage in legal (Draw. 11-0672)
D	5/2/11	Finalized plat (Draw. 11-0672)
D	5/2/11	Added lever rule and road allowances (Draw. 11-0672)
C	4/22/11	Added match line info to page 2 (Draw. 11-0672)
B	4/22/11	Adjusted R.O.W. as shown in Thru. Surv 11 (Draw. 11-0672)
A	4/22/11	Original plat (Draw. 11-0635)

PETROHAWK PETROHAWK Operating Company
 8100 E. Yale Ave.
 Tulsa, Oklahoma, 74138

LANDPOINT
 10000 W. 11th St., Suite 100
 Oklahoma City, Oklahoma 73160
 405.761.1000
 www.landpoint.com

WD499 Franks Investment Company 1011 #1
 Plat & Road Survey
 Formed as a portion of theoretical sections 10 and 11,
 Township 14 North Range 11 West
 Cassidy Parish, Louisiana

PROJECT NO. 11-0819	DEN. NO.	DATE: 5/18/11
SCALE: 1" = 200'	CHRD. A.B.	DATE: 5/18/11
11-0819	PAGE 2 OF 3	REV. E
DRAWING: NLA1118K	DATE: 5/18/11	

SERVITUDE AGREEMENT

STATE OF LOUISIANA

§
§
§

PARISH OF CADDO

Gary Loftin
Caddo Parish Clerk of Court
2378023
11/17/2011 10:25 AM

Grantor(s): FRANKS INVESTMENT COMPANY, L.L.C.
P. O. Box 7626
Shreveport, LA 71137-7626
Represented herein by Bobby E. Jelks, Manager

Grantee: KINDERHAWK FIELD SERVICES, L.L.C.
519 Highway 57
Haughton, LA 71037-7606
Represented herein by Johnny McBee Attorney-in-Fact

Wendy Clark
WENDY CLARK
DEPUTY CLERK

BE IT KNOWN, that FRANKS INVESTMENT COMPANY, L.L.C., being hereinafter referred to as "Grantor," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual obligations of the parties undertaken herein, and for and upon such other terms and conditions hereinafter expressed, do hereby grant, transfer, assign, set over and deliver unto Kinderhawk Field Services, L.L.C., being hereinafter referred to as "Grantee," a servitude upon the following agreed terms and conditions:

- Servitude. Grantor grants to Grantee an exclusive servitude of twenty feet (20') in width (hereinafter called the "Servitude"), on, in, over, under, through and across Grantor's land for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, and removing therefrom a Class 4 pipeline, together with such appliances, equipment and appurtenant facilities (above and below ground) as from time to time deemed by Grantee to be necessary, useful or convenient in connection with the use and convenient operation of the pipeline, for the transportation of natural gas and its constituents. The Servitude and the land out of which the Servitude is being acquired ("Grantor's Land") are depicted on Exhibit "A" attached hereto and made a part hereof. As depicted on Exhibit "A," the pipeline shall be constructed such that (a) the portion of Grantor's Land burdened by the Servitude for the location of segments 5 through 10 of the pipeline lies entirely within the bounds of the one-hundred foot drainage maintenance servitude owned by the Caddo Levee District (the "CLD Servitude"); and (b) the location of the pipeline is no closer than ten feet (10') to the outer boundary of the CLD Servitude.
- Temporary Construction Servitude. Grantor also grants to Grantee a temporary servitude (hereinafter called "Temporary Construction Servitude") of forty feet (40') in width on, in, over, under, through and across Grantor's Land immediately adjacent to the Servitude and a fifty foot (50') by two-hundred foot (200') square adjacent to the eastern end of segment 13 of the pipeline for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors, only in connection with and during the original construction of the pipeline on the Servitude. The location of the Temporary Construction Servitude is depicted on Exhibit "A" attached hereto and made a part hereof. The Temporary Construction Servitude shall automatically terminate and revert to Grantor, free and clear of any right, title or interest in Grantee, upon whichever first occurs: (a) the completion of construction of the pipeline on the Servitude; or (b) the expiration of one (1) year following the start of construction of the pipeline.
- Grantee's Access. Grantee's right of ingress and egress to and from Grantor's Land shall be limited and confined to the boundaries of the Servitude and to the boundaries of the Temporary Construction Servitude while such Temporary Construction Servitude remains in effect.
- Verification of Location of Pipeline Prior to Construction. Prior to commencement of construction of the pipeline, Grantee shall stake the following on Grantor's Land: (a) each of the points (the "Points") identified on Exhibit "A" as marking the beginning or ending point of a segment of the pipeline, and (b) for each such point, on a line perpendicular to Bayou Pierre, the outer boundary of the CLD Servitude as identified by Grantee. Grantee shall notify Grantor when the staking has been completed, and within ten days thereafter Grantor shall inspect the location and notify Grantee whether Grantor approves of the pipeline location. In the event any of the Points is determined to be at a location other than as depicted on Exhibit "A," Grantee shall be required to relocate such Point(s) to the proper location.
- Servitude Clean Up. Upon completion of operations to construct the pipeline, or upon completion thereafter of any operations to maintain, repair, restore, renew, reconstruct, replace, substitute, change, alter, or convert the pipeline, Grantee agrees promptly to restore the surface of the Servitude herein granted (and, in the case of the original construction, the surface of the Temporary Construction Servitude herein granted) as nearly as practicable to the surface that existed as of the time of commencement of Grantee's operations, including but not limited to the removal of all debris created by such operations. In the event settling of the ground surface occurs as a result of any operations conducted by Grantee, Grantee agrees to restore the area promptly to the proper level if so requested by Grantor.
- Permits and Licenses. Grantee warrants and represents that (a) it has identified and obtained all permits and licenses required by any local, state or federal agency having jurisdiction to regulate the activities and operations of

Grantee contemplated by this Servitude; and (b) throughout the term of this Servitude all of Grantee's operations shall be conducted in accordance with the terms of such permits and licenses, including but not limited to the terms and specifications of the permit issued by the Caddo Levee District on October 12, 2011, and in accordance with all applicable laws, rules and regulations of any authority having jurisdiction over Grantee's operations.

7. Grantee's Cathodic Protection and Signage. Grantee shall have the right to cathodically protect the pipeline within the boundaries of the Servitude, and to install and maintain above-ground pipeline markers (which, to the extent not otherwise required by law, shall be of design approved by Grantor), vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Servitude only at property lines, creek crossings, road crossings, railroads and at any other location as required by law.

8. Pipeline Size and Depth. The width of the pipeline will be no larger than sixteen inches (16"). It will be buried to a minimum depth of (a) sixty inches (60") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground; or (b) such depth at any point as may be required by existing law or regulation, whichever is deeper.

9. Abandonment and Removal. Grantee agrees that, in the event of non-use of the pipeline by Grantee, it successors or assigns for a period of eighteen consecutive months, the Servitude shall be considered abandoned, and Grantee shall furnish at its expense, upon the written request of Grantor, a release of the Servitude. Within 90 days of abandonment of the Servitude, Grantee shall commence the removal from Grantor's Land of the pipeline and any surface facilities used in connection therewith owned by Grantee, and such removal shall be completed within 90 days thereafter. In the event of the failure to commence removal of the pipeline and other facilities within 90 days of abandonment or to complete such removal within said 90 days thereafter, Grantor may remove the pipeline and other facilities, and Grantee shall be liable to reimburse Grantor for the cost of removal.

10. Number of Pipelines. This Servitude shall be for one pipeline only.

11. Initial and Future Damages Caused by Grantee. Except as set forth in Paragraph 6, above, and after the initial construction, Grantee agrees to pay Grantor for all future damages to livestock, crops, improvements or other property of Grantor permitted to be located on the Servitude by the terms hereof where such damage is caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such future construction or other pipeline-related activities on the Servitude. Grantor agrees and understands Grantee's consideration herein acknowledged and paid does include payment of and for all initial damages caused by the initial construction of the pipeline and appurtenances, if any, including temporary work space, crop, timber and land surface damages.

12. Grantor's Reservation of Mineral Rights. Grantor reserves to itself, its successors and assigns all of its interest in the oil, gas and other minerals underlying the surface subject to the Servitude ("Grantor's Minerals"); provided, however, that Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Servitude, but will be permitted to extract Grantor's Minerals from under the Servitude by directional drilling or other means, from land located outside the boundaries of the Servitude, so long as Grantee's use of the Servitude for the purposes set forth herein is not disturbed and the pipeline and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or impaired.

13. Additional Rights of Grantor. Grantee understands and acknowledges that (a) Grantor's Land subject to and adjacent to the Servitude is presently suitable for agricultural use; (b) residential and/or commercial development is likely to occur at some time during the existence of the Servitude on Grantor's Land adjacent to the Servitude (and in the surrounding area); and (c) in either event, it is essential that the present ability of Bayou Pierre and its tributaries to drain Grantor's Land not be impaired. Therefore, Grantee agrees:

(A) Grantee shall construct, operate and maintain the pipeline so as not to interfere with or impair the drainage capacity of any public drainage channel, including Bayou Pierre and its tributaries, to drain Grantor's Land.

(B) Grantor shall have the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Servitude.

(C) In order to facilitate development of Grantor's Land, Grantor shall have the right to place along, across and over the Servitude as many roads, streets, sidewalks, passageways, and utilities (including water, sewer, electrical distribution and supply, cable, telephone and gas service) as Grantor may desire; provided, however, that (i) if any utility service is placed across the Servitude, it will be spaced a minimum of twelve inches (12") above or below the pipeline; and (ii) if any utility service is placed along Servitude, it will be placed no closer than five feet (5') from the pipeline.

(D) To the extent not otherwise prohibited by law, after construction of the pipeline is completed, Grantor shall have the right to construct, plant and maintain aesthetic landscaping within the boundaries of the servitude. Grantee agrees that, in the course of operation and maintenance of the pipeline, Grantee shall neither damage nor destroy any such landscaping unless such damage or destruction is both necessary and essential to the safe operation or maintenance of the pipeline.

14. Grantee's Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Grantor hereby certifies under oath and subject to penalties of perjury that Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

15. Grantee's Assignment. Grantee, and Grantee's successors and assigns, have the right to assign or transfer this Servitude Agreement, and all rights granted or created herein, in whole or in part to or among one or more persons, with each such person having the full rights and privileges herein granted only upon the express written consent of Grantor. No assignment of rights in this Servitude Agreement shall relieve or release the Grantee, or Grantee's successors and assigns, from any obligations owed by Grantee to Grantor under this Servitude Agreement, and any assignment to be made by Grantee and/or by its successors and assigns, shall require the assignee therein to assume any and all obligations imposed on the Grantee to the Grantor in this Servitude Agreement.

16. Binding Effect. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

17. Entire Agreement. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Servitude. It may be amended hereafter only by written instrument signed by Grantor and Grantee or their successors in interest.

18. Indemnity.

(a) Grantee shall conduct its operations on the Servitude in compliance with all environmental laws and regulations of any local or parish governing body, the State of Louisiana, United States of America, and all governmental agencies and bodies charged with enforcing environmental regulations. Grantee agrees that the Servitude and Temporary Construction Servitude will be kept free from any environmental damage, including the presence of any hazardous materials or hazardous substances (as such hazardous materials and hazardous substances are defined under federal and state law), arising out of or resulting from the Grantee's operations on the Servitude or Temporary Construction Servitude. In the event any of the operations of Grantee pursuant to this Servitude Agreement results in a loss or damage to the Grantor and/or the presence of hazardous materials and hazardous substances placed on the Servitude, the Temporary Construction Servitude or Grantor's Land caused by Grantee, its employees or subcontractors, Grantee agrees to hold harmless and indemnify Grantor for any loss or damage suffered by Grantor as a result thereof, including all fines and penalties assessed against Grantor by state or federal governmental agencies charged with enforcing environmental regulations, and all reasonable costs incurred to restore the environmental condition of the Servitude, Temporary Construction Servitude or Grantor's Land to the condition existing prior to the execution of this Servitude Agreement, unless such damage or injury is caused solely by Grantor's gross negligence or willful misconduct. This indemnification shall include, but not be limited to, any and all judgments or penalties to recover the reasonable cost of cleanup of any such release of hazardous materials or hazardous substances by Grantee, its employees, agents, and subcontractors from or upon the Servitude, Temporary Construction Servitude or Grantor's Land and all expenses incurred by Grantor as a result of any civil action brought against Grantor as a result of Grantee's operations, including, but not limited to, Grantor's reasonable attorneys' fees and costs of defense. The provisions of this paragraph shall apply regardless of acquiescence or negligence or allegations thereof on the part of either party and shall apply notwithstanding any other provision of this Servitude Agreement to the contrary, unless such damage or injury is caused solely by Grantor's gross negligence or willful misconduct. The duty to defend, hold harmless and indemnify the Grantor arises immediately upon the Grantor's notice to Grantee of any demand, claim, or lawsuit that comes within the scope of this provision and any reasonable defense costs incurred in defending Grantor, its members, successors, or assigns, shall be paid by Grantee on behalf of Grantor.

(b) Grantee shall be solely responsible for all damage to property and injury to persons, including death, by reason of, or in connection with, its operations hereunder, and does hereby agree to protect, save harmless, and indemnify Grantor from and against any and all claims and liabilities for damages to property and injuries, including death, to persons, including, but not limited to, Grantee's employees, agents, and contractors, arising out of Grantee's operations under this Servitude Agreement, and Grantee shall, at Grantee's sole expense, handle all such claims, defend lawsuits or other actions which may be brought against Grantor therein, pay all judgments rendered against Grantor therein and reimburse Grantor for any reasonable expenditures which it may make on account thereof, including but not limited to Grantor's reasonable attorneys' fees and costs of defense, unless such damage or injury is caused solely by Grantor's gross negligence or willful misconduct. Grantee agrees it will obtain a comprehensive general liability policy (the "Policy") covering the Grantee's operations as referred to herein, which Policy shall provide for coverage limits of not less than \$5,000,000.00 per occurrence, with Grantor named as an additional insured in the Policy. Such Policy shall be endorsed to be primary over any insurance carried by Grantor. Grantor shall be given a minimum of ten (10) days written notice prior to the cancellation of such insurance. Grantee shall furnish a certificate of insurance to the Grantor, which shall confirm that the Policy is in full force and effect, with the appropriate limits of coverage, and that the Grantor is named as an additional insured in the Policy. Such insurance requirements may be met by a combination of self-insurance, primary and excess insurance policies, provided that (a) the maximum amount of liability exposure which the Grantee, or its successors and assigns, may self-insure against is limited to one million dollars (\$1,000,000.00) and (b) the Grantee's, or its successor's and assign's, obligations to Grantor, its members, successors, or assigns, with respect to indemnification and holding the Grantor, its members, successors, and assigns, harmless apply regardless of whether Grantee, or its successors and assigns, has exhausted applicable self-insurance. The duty to defend, indemnify and hold Grantor harmless arises immediately upon the Grantor's notice of any demand, claim, or lawsuit that comes within the scope of this provision, and any reasonable defense costs incurred in defending Grantor shall be paid by Grantee on behalf of Grantor.

IN WITNESS WHEREOF, Grantor and Grantee have executed this agreement to be effective as of the _____ day of _____, 2011.

WITNESSES:

Nancy S. Duke
(Signature of 1st Witness)
Nancy S. Duke
(Print name of 1st Witness)

D. F. Marlowe
(Signature of 2nd Witness)
D. F. Marlowe
(Print name of 2nd Witness)

WITNESSES:

Fred M. Taylor Jr.
(Signature of 1st Witness)
FRED M. TAYLOR JR.
(Print name of 1st Witness)

Rick Sellers
(Signature of 2nd Witness)
Rick Sellers
(Print name of 2nd Witness)

GRANTOR:

Franks Investment Company, L.L.C.

By: Bobby E. Felks
Bobby E. Felks, Manager

GRANTEE:

Kinderhawk Field Services, L.L.C.

By: [Signature] MKW

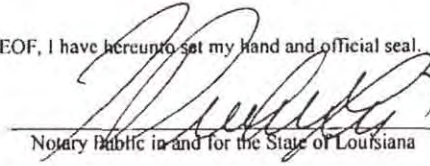
ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF Bossier

On this 4th day of November, 2011, before two competent witnesses and me, the undersigned authority, duly qualified and acting as such in and for the above parish, state aforesaid, appeared Bobby E. Jelks, to me personally known, who, being by me duly sworn, did say: That he is the duly authorized Manager of Franks Investment Company, L.L.C., a Louisiana limited liability company, that the foregoing instrument was signed by him on behalf of said company, and that said appearer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public in and for the State of Louisiana

(Notary's Printed Name and ID #)

My Commission Expires: _____

F. Drake Lee, Bar ID No. 08263
Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

ACKNOWLEDGMENT

Texas
STATE OF LOUISIANA
County
PARISH OF Harris

On this 10th day of November, 2011, before two competent witnesses and me, the undersigned authority, duly qualified and acting as such in and for the above County state aforesaid, appeared Jahony McGee to me personally known, who, being by me duly sworn, did say: That he is the duly authorized Attorney in Fact of Kinderhawk Field Services, L.L.C., that the foregoing instrument was signed by him on behalf of said company, and that said appearer acknowledged said instrument to be the free act and deed of said company.

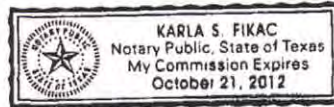
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



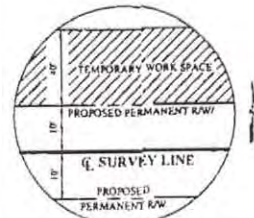
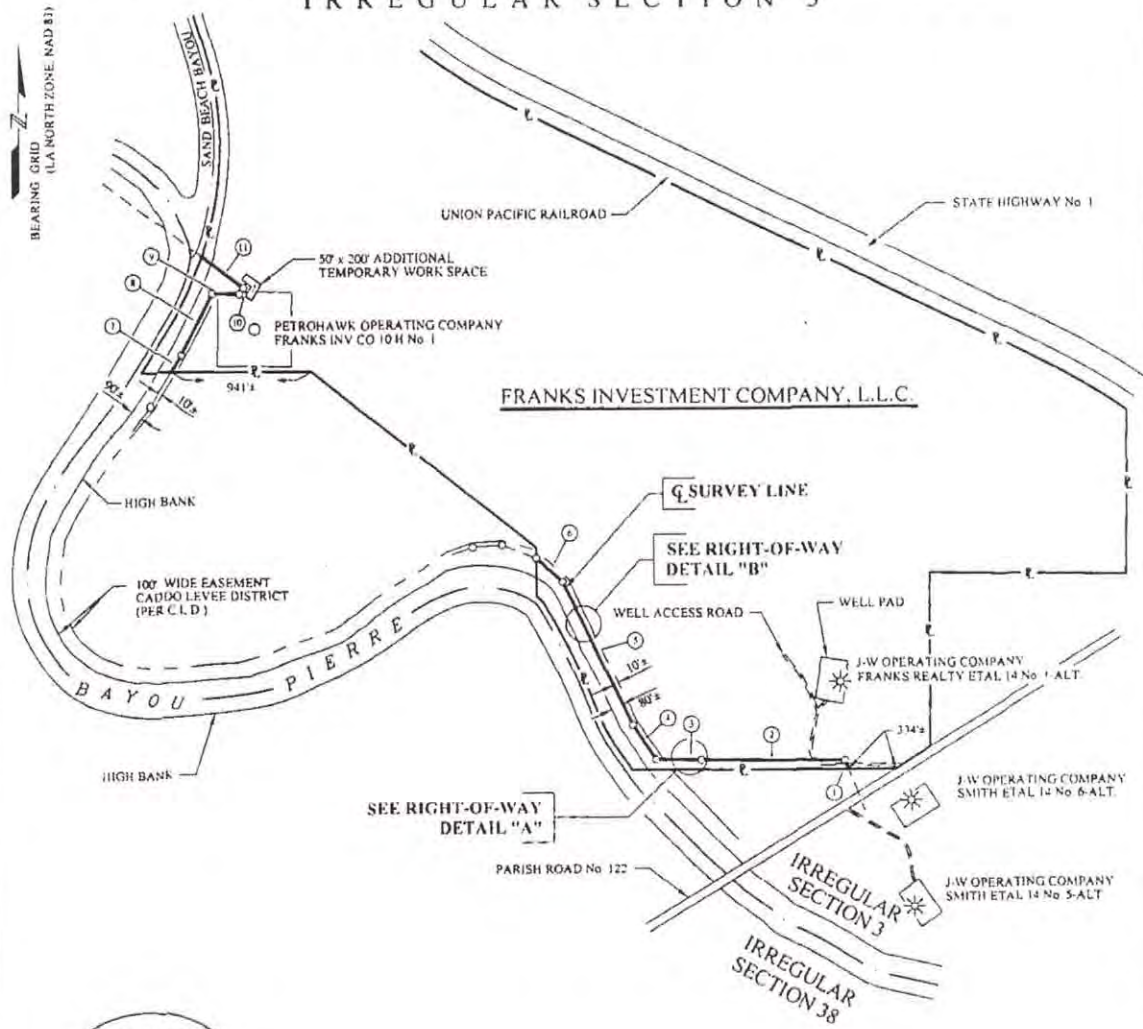
Notary Public in and for the State of Louisiana

Karla S. Fikac
(Notary's Printed Name and ID #)

Notary Public in and for Harris County, TX
Parish, LA



CADDO PARISH, LOUISIANA
 NORTHWESTERN LAND DISTRICT
 TOWNSHIP 16 NORTH, RANGE 13 WEST
 IRREGULAR SECTION 3



C/L SURVEY LINE		
COURSE	DISTANCE	BEARING
1	56±	N 21°24' W
2	958±	N 89°21' W
3	304±	N 89°11' W
4	278±	N 33°19' W
5	1070±	N 25°25' W
6	239±	N 48°12' W
7	129±	N 32°38' E
8	466±	N 27°08' E
9	176±	S 89°31' E
10	20±	N 30°24' E
11	391±	N 53°51' W
TOTAL	4090±	

FRANKS INVESTMENT COMPANY, L.L.C.

- TRACT 09
- RODS 247.88
- ACRES 1.88 PERMANENT R/W
- ACRES 3.76 TEMPORARY WORK SPACE
- ACRES 0.23 ADDITIONAL TEMP WORK SPACE
- 20' WIDE PERMANENT R/W
- 40' WIDE TEMPORARY WORK SPACE
- 50' x 200' ADDITIONAL TEMP WORK SPACE

LINE: WALLACE LAKE EXT. (PHASE II) --
 552363320001001

REVISIONS			
NO.	DATE	DESCRIPTION	
1	11/14/11	LINE CHANGE	
PRINT RECORD		DRAWN	IDO 04/2/11
		CHECKED	CWA 11/14/11
NO.	DATE	TO	
4	11/14/11	PTRO LAND SERVICES SOUTH LLC	CHECKED
EFF	11/14/11	IFPS FILES ANYWHERE SITE	PROJ. APP
WAYNE ACREE P.L.S., INC.		SURVEYED	04/2011
A Professional Surveying Corporation		PROJ NO	08551
P.O. BOX 96, WEST MONROE, LOUISIANA		FIELD BK. No	
(118) 384-2337		AFE No.	552363320001001

WAYNE ACREE
 PL S. NO 4465
673

KinderHawk Field Services, LLC

APPROXIMATE LOCATION OF RAW
 ACROSS THE PROPERTY OF
 FRANKS INVESTMENT COMPANY, L.L.C.
 IRREGULAR SECTION 3, T 16 N, R 13 W
 NORTHWESTERN LAND DISTRICT
 CADDO PARISH, LOUISIANA

SCALE 1"=1000'	DWG. NO. 6551PP12	REV. 1
----------------	-------------------	--------

SERVITUDE AGREEMENT

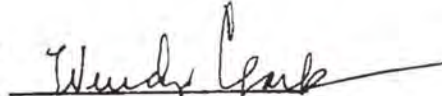
STATE OF LOUISIANA §
PARISH OF CADDO §

Gary Loftin
Caddo Parish Clerk of Court
2378022
11/17/2011 10:23 AM

Grantor(s): FRANKS INVESTMENT COMPANY, L.L.C.
P. O. Box 7626
Shreveport, LA 71137-7626
Represented herein by Bobby E. Jelks, Manager

and

NELWYN KIRBY CULBERTSON
Represented herein by her Agent and Attorney-in-Fact
Robert K. Culbertson, Jr.
8343 E. Wilderness Way
Shreveport, LA 71106


WENDY CLARK
DEPUTY CLERK

Grantee: KINDERHAWK FIELD SERVICES, L.L.C.
519 Highway 57
Haughton, LA 71037-7606
Represented herein by Johnny McBee, Attorney-in-Fact
[Title]

BE IT KNOWN, that FRANKS INVESTMENT COMPANY, L.L.C., and NELWYN KIRBY CULBERTSON, represented herein by her agent and attorney-in-fact, Robert K. Culbertson, Jr., duly appointed under power of attorney recorded in the Conveyance Records of Caddo Parish, Louisiana, on June 22, 2004, under Registry Number 1925653, being hereinafter referred to collectively as "Grantor," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual obligations of the parties undertaken herein, and for and upon such other terms and conditions hereinafter expressed, do hereby grant, transfer, assign, set over and deliver unto Kinderhawk Field Services, L.L.C., being hereinafter referred to as "Grantee," a servitude upon the following agreed terms and conditions:

- Servitude. Grantor grants to Grantee an exclusive servitude of twenty feet (20') in width (hereinafter called the "Servitude"), on, in, over, under, through and across Grantor's land for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, and removing therefrom a Class 4 pipeline, together with such appliances, equipment and appurtenant facilities (above and below ground) as from time to time deemed by Grantee to be necessary, useful or convenient in connection with the use and convenient operation of the pipeline, for the transportation of natural gas and its constituents. The Servitude and the land out of which the Servitude is being acquired ("Grantor's Land") are depicted on Exhibit "A" attached hereto and made a part hereof. As depicted on Exhibit "A," the pipeline shall be constructed such that (a) the portion of Grantor's Land burdened by the Servitude for the location of all segments of the pipeline (segments 1 through 21) lies entirely within the bounds of the one-hundred foot drainage maintenance servitude owned by the Caddo Levee District (the "CLD Servitude"); and (b) the location of the pipeline is no closer than ten feet (10') to the outer boundary of the CLD Servitude.
- Temporary Construction Servitude. Grantor also grants to Grantee a temporary servitude (hereinafter called "Temporary Construction Servitude") of forty feet (40') in width on, in, over, under, through and across Grantor's Land immediately adjacent to the Servitude for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors, only in connection with and during the original construction of the pipeline on the Servitude. The location of the Temporary Construction Servitude is depicted on Exhibit "A" attached hereto and made a part hereof. The Temporary Construction Servitude shall automatically terminate and revert to Grantor, free and clear of any right, title or interest in Grantee, upon whichever first occurs: (a) the completion of construction of the pipeline on the Servitude; or (b) the expiration of one (1) year following the start of construction of the pipeline.
- Grantee's Access. Grantee's right of ingress and egress to and from Grantor's Land shall be limited and confined to the boundaries of the Servitude and to the boundaries of the Temporary Construction Servitude while such Temporary Construction Servitude remains in effect.
- Verification of Location of Pipeline Prior to Construction. Prior to commencement of construction of the pipeline, Grantee shall stake the following on Grantor's Land: (a) each of the points (the "Points") identified on Exhibit "A" as marking the beginning or ending point of a segment of the pipeline, and (b) for each such point, on a line perpendicular to Bayou Pierre, the outer boundary of the CLD Servitude as identified by Grantee. Grantee shall notify Grantor when the staking has been completed, and within ten days thereafter Grantor shall inspect the location and notify Grantee whether Grantor approves of the pipeline location. In the event any of the Points is determined to be at a location other than as depicted on Exhibit "A," Grantee shall be required to relocate such Point(s) to the proper location.

5. Servitude Clean Up. Upon completion of operations to construct the pipeline, or upon completion thereafter of any operations to maintain, repair, restore, renew, reconstruct, replace, substitute, change, alter, or convert the pipeline, Grantee agrees promptly to restore the surface of the Servitude herein granted (and, in the case of the original construction, the surface of the Temporary Construction Servitude herein granted) as nearly as practicable to the surface that existed as of the time of commencement of Grantee's operations, including but not limited to the removal of all debris created by such operations. In the event settling of the ground surface occurs as a result of any operations conducted by Grantee, Grantee agrees to restore the area promptly to the proper level if so requested by Grantor.

6. Permits and Licenses. Grantee warrants and represents that (a) it has identified and obtained all permits and licenses required by any local, state or federal agency having jurisdiction to regulate the activities and operations of Grantee contemplated by this Servitude; and (b) throughout the term of this Servitude all of Grantee's operations shall be conducted in accordance with the terms of such permits and licenses, including but not limited to the terms and specifications of the permit issued by the Caddo Levee District on October 12, 2011, and in accordance with all applicable laws, rules and regulations of any authority having jurisdiction over Grantee's operations.

7. Grantee's Cathodic Protection and Signage. Grantee shall have the right to cathodically protect the pipeline within the boundaries of the Servitude, and to install and maintain above-ground pipeline markers (which, to the extent not otherwise required by law, shall be of design approved by Grantor), vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Servitude only at property lines, creek crossings, road crossings, railroads and at any other location as required by law.

8. Pipeline Size and Depth. The width of the pipeline will be no larger than sixteen inches (16"). It will be buried to a minimum depth of (a) sixty inches (60") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground; or (b) such depth at any point as may be required by existing law or regulation, whichever is deeper.

9. Abandonment and Removal. Grantee agrees that, in the event of non-use of the pipeline by Grantee, its successors or assigns for a period of eighteen consecutive months, the Servitude shall be considered abandoned, and Grantee shall furnish at its expense, upon the written request of Grantor, a release of the Servitude. Within 90 days of abandonment of the Servitude, Grantee shall commence the removal from Grantor's Land of the pipeline and any surface facilities used in connection therewith owned by Grantee, and such removal shall be completed within 90 days thereafter. In the event of the failure to commence removal of the pipeline and other facilities within 90 days of abandonment or to complete such removal within said 90 days thereafter, Grantor may remove the pipeline and other facilities, and Grantee shall be liable to reimburse Grantor for the cost of removal.

10. Number of Pipelines. This Servitude shall be for one pipeline only.

11. Initial and Future Damages Caused by Grantee. Except as set forth in Paragraph 6, above, and after the initial construction, Grantee agrees to pay Grantor for all future damages to livestock, crops, improvements or other property of Grantor permitted to be located on the Servitude by the terms hereof where such damage is caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such future construction or other pipeline-related activities on the Servitude. Grantor agrees and understands Grantee's consideration herein acknowledged and paid does include payment of and for all initial damages caused by the initial construction of the pipeline and appurtenances, if any, including temporary work space, crop, timber and land surface damages.

12. Grantor's Reservation of Mineral Rights. Grantor reserves to itself, its successors and assigns all of its interest in the oil, gas and other minerals underlying the surface subject to the Servitude ("Grantor's Minerals"); provided, however, that Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Servitude, but will be permitted to extract Grantor's Minerals from under the Servitude by directional drilling or other means, from land located outside the boundaries of the Servitude, so long as Grantee's use of the Servitude for the purposes set forth herein is not disturbed and the pipeline and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or impaired.

13. Additional Rights of Grantor. Grantee understands and acknowledges that (a) Grantor's Land subject to and adjacent to the Servitude is presently suitable for agricultural use; (b) residential and/or commercial development is likely to occur at some time during the existence of the Servitude on Grantor's Land adjacent to the Servitude (and in the surrounding area); and (c) in either event, it is essential that the present ability of Bayou Pierre and its tributaries to drain Grantor's Land not be impaired. Therefore, Grantee agrees:

(A) Grantee shall construct, operate and maintain the pipeline so as not to interfere with or impair the drainage capacity of any public drainage channel, including Bayou Pierre and its tributaries, to drain Grantor's Land.

(B) Grantor shall have the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Servitude.

(C) In order to facilitate development of Grantor's Land, Grantor shall have the right to place along, across and over the Servitude as many roads, streets, sidewalks, passageways, and utilities (including water, sewer, electrical distribution and supply, cable, telephone and gas service) as Grantor may desire; provided, however, that (i) if any utility service is placed across the Servitude, it will be spaced a minimum of twelve inches (12") above or below the pipeline; and (ii) if any utility service is placed along Servitude, it will be placed no closer than five feet (5') from the pipeline.

(D) To the extent not otherwise prohibited by law, after construction of the pipeline is completed, Grantor shall have the right to construct, plant and maintain aesthetic landscaping within the boundaries of the servitude. Grantee agrees that, in the course of operation and maintenance of the pipeline, Grantee shall neither damage nor destroy any such landscaping unless such damage or destruction is both necessary and essential to the safe operation or maintenance of the pipeline.

14. Grantee's Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Grantor hereby certifies under oath and subject to penalties of perjury that Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

15. Grantee's Assignment. Grantee, and Grantee's successors and assigns, have the right to assign or transfer this Servitude Agreement, and all rights granted or created herein, in whole or in part to or among one or more persons, with each such person having the full rights and privileges herein granted only upon the express written consent of Grantor. No assignment of rights in this Servitude Agreement shall relieve or release the Grantee, or Grantee's successors and assigns, from any obligations owed by Grantee to Grantor under this Servitude Agreement, and any assignment to be made by Grantee and/or by its successors and assigns, shall require the assignee therein to assume any and all obligations imposed on the Grantee to the Grantor in this Servitude Agreement.

16. Binding Effect. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

17. Entire Agreement. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Servitude. It may be amended hereafter only by written instrument signed by Grantor and Grantee or their successors in interest.

18. Indemnity.

(a) Grantee shall conduct its operations on the Servitude in compliance with all environmental laws and regulations of any local or parish governing body, the State of Louisiana, United States of America, and all governmental agencies and bodies charged with enforcing environmental regulations. Grantee agrees that the Servitude and Temporary Construction Servitude will be kept free from any environmental damage, including the presence of any hazardous materials or hazardous substances (as such hazardous materials and hazardous substances are defined under federal and state law), arising out of or resulting from the Grantee's operations on the Servitude or Temporary Construction Servitude. In the event any of the operations of Grantee pursuant to this Servitude Agreement results in a loss or damage to the Grantor and/or the presence of hazardous materials and hazardous substances placed on the Servitude, the Temporary Construction Servitude or Grantor's Land caused by Grantee, its employees or subcontractors, Grantee agrees to hold harmless and indemnify Grantor for any loss or damage suffered by Grantor as a result thereof, including all fines and penalties assessed against Grantor by state or federal governmental agencies charged with enforcing environmental regulations, and all reasonable costs incurred to restore the environmental condition of the Servitude, Temporary Construction Servitude or Grantor's Land to the condition existing prior to the execution of this Servitude Agreement, unless such damage or injury is caused solely by Grantor's gross negligence or willful misconduct. This indemnification shall include, but not be limited to, any and all judgments or penalties to recover the reasonable cost of cleanup of any such release of hazardous materials or hazardous substances by Grantee, its employees, agents, and subcontractors from or upon the Servitude, Temporary Construction Servitude or Grantor's Land and all expenses incurred by Grantor as a result of any civil action brought against Grantor as a result of Grantee's operations, including, but not limited to, Grantor's reasonable attorneys' fees and costs of defense. The provisions of this paragraph shall apply regardless of acquiescence or negligence or allegations thereof on the part of either party and shall apply notwithstanding any other provision of this Servitude Agreement to the contrary, unless such damage or injury is caused solely by Grantor's gross negligence or willful misconduct. The duty to defend, hold harmless and indemnify the Grantor arises immediately upon the Grantor's notice to Grantee of any demand, claim, or lawsuit that comes within the scope of this provision and any reasonable defense costs incurred in defending Grantor, its members, successors, or assigns, shall be paid by Grantee on behalf of Grantor.

(b) Grantee shall be solely responsible for all damage to property and injury to persons, including death, by reason of, or in connection with, its operations hereunder, and does hereby agree to protect, save harmless, and indemnify Grantor from and against any and all claims and liabilities for damages to property and injuries, including death, to persons, including, but not limited to, Grantee's employees, agents, and contractors, arising out of Grantee's operations under this Servitude Agreement, and Grantee shall, at Grantee's sole expense, handle all such claims, defend lawsuits or other actions which may be brought against Grantor therein, pay all judgments rendered against Grantor therein and reimburse Grantor for any reasonable expenditures which it may make on account thereof, including but not limited to Grantor's reasonable attorneys' fees and costs of defense, unless such damage or injury is caused solely by Grantor's gross negligence or willful misconduct. Grantee agrees it will obtain a comprehensive general liability policy (the "Policy") covering the Grantee's operations as referred to herein, which Policy shall provide for coverage limits of not less than \$5,000,000.00 per occurrence, with Grantor named as an additional insured in the Policy. Such Policy shall be endorsed to be primary over any insurance carried by Grantor. Grantor shall be given a minimum of ten (10) days written notice prior to the cancellation of such insurance. Grantee shall furnish a certificate of insurance to the Grantor, which shall confirm that the Policy is in full force and effect, with the appropriate limits of coverage, and that the Grantor is named as an additional insured in the Policy. Such insurance requirements may be met by a combination of self-insurance, primary and excess insurance policies, provided that (a) the maximum amount of liability exposure which the Grantee, or its successors and assigns, may self-insure against is limited to one million dollars (\$1,000,000.00) and (b) the Grantee's, or its successor's and

assign's, obligations to Grantor, its members, successors, or assigns, with respect to indemnification and holding the Grantor, its members, successors, and assigns, harmless apply regardless of whether Grantee, or its successors and assigns, has exhausted applicable self-insurance. The duty to defend, indemnify and hold Grantor harmless arises immediately upon the Grantor's notice of any demand, claim, or lawsuit that comes within the scope of this provision, and any reasonable defense costs incurred in defending Grantor shall be paid by Grantee on behalf of Grantor.

IN WITNESS WHEREOF, Grantor and Grantee have executed this agreement to be effective as of the _____ day of _____, 2011.

WITNESSES:

Nancy S. Duke
(Signature of 1st Witness)
Nancy S. Duke
(Print name of 1st Witness)

D. F. Marlowe
(Signature of 2nd Witness)
D. F. Marlowe
(Print name of 2nd Witness)

WITNESSES:

Nancy S. Duke
(Signature of 1st Witness)
Nancy S. Duke
(Print name of 1st Witness)

D. F. Marlowe
(Signature of 2nd Witness)
D. F. Marlowe
(Print name of 2nd Witness)

WITNESSES:

Fred M. Taylor Sr.
(Signature of 1st Witness)
Fred M. Taylor Sr.
(Print name of 1st Witness)

Rick Sellers
(Signature of 2nd Witness)
Rick Sellers
(Print name of 2nd Witness)

GRANTOR:

Frank Investment Company, L.L.C.
By: Bobby E. Jelks
Bobby E. Jelks, Manager

GRANTOR:

Nelwyn Kirby Culbertson
By her Agent and Attorney-in-Fact
By: Robert K. Culbertson, Jr.
Robert K. Culbertson, Jr.

GRANTEE:

Kinderhawk Field Services, L.L.C.
By: Joe M. [Signature]
P.H.
MKW

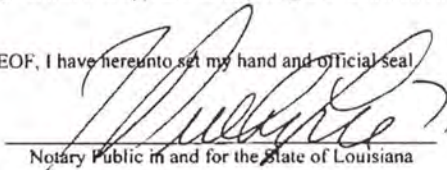
ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF Bossier

On this 4th day of November, 2011, before two competent witnesses and me, the undersigned authority, duly qualified and acting as such in and for the above parish, state aforesaid, appeared Bobby E. Jelks, to me personally known, who, being by me duly sworn, did say: That he is the duly authorized Manager of Franks Investment Company, L.L.C., a Louisiana limited liability company, that the foregoing instrument was signed by him on behalf of said company, and that said appearer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public in and for the State of Louisiana

(Notary's Printed Name and ID #)

My Commission Expires: _____

F. Drake Lee, Bar ID No. 08263
Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

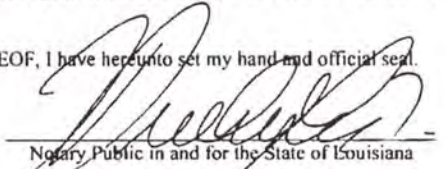
ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF Bossier

On this 3rd day of November, 2011, before two competent witnesses and me, the undersigned authority, duly qualified and acting as such in and for the above parish, state aforesaid, appeared Robert K. Culbertson, Jr., to me personally known, who, being by me duly sworn, did say that the foregoing instrument was signed by him in his capacity as Agent and Attorney-in-Fact for Nelwyn Kirby Culbertson pursuant to written mandate recorded in Book 3690, Page 246, of the Conveyance Records of Caddo Parish, Louisiana, under Registry Number 1925653.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public in and for the State of Louisiana

(Notary's Printed Name and ID #)

My Commission Expires: _____

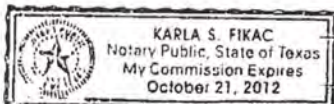
F. Drake Lee, Bar ID No. 08263
Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

ACKNOWLEDGMENT

Texas
STATE OF ~~LOUISIANA~~
County of Harris
PARISH OF Harris

On this 10th day of November, 2011, before two competent witnesses and me, the undersigned authority, duly qualified and acting as such in and for the above parish, state aforesaid, appeared Johnny McGehee to me personally known, who, being by me duly sworn, did say: That he is the duly authorized Attorney in fact of Kinderhawk Field Services, L.L.C., that the foregoing instrument was signed by him on behalf of said company, and that said appearer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



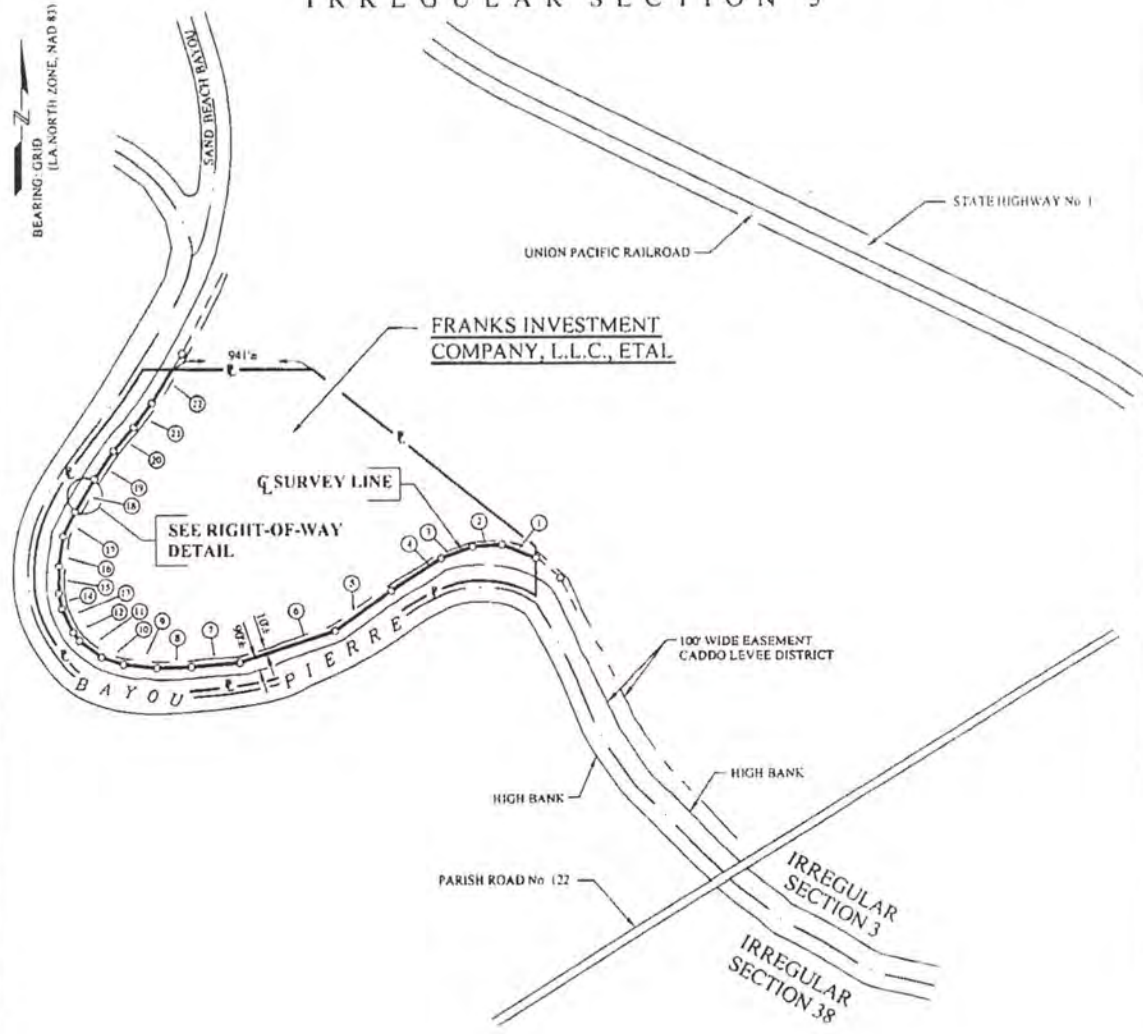


Notary Public in and for the State of Louisiana

Karla S. Fikac
(Notary's Printed Name and ID #)

Notary Public in and for Harris County, Tx
Parish, LA

CADDO PARISH, LOUISIANA
 NORTHWESTERN LAND DISTRICT
 TOWNSHIP 16 NORTH, RANGE 13 WEST
 IRREGULAR SECTION 3



C/L SURVEY LINE		
COURSE	DISTANCE	BEARING
1	247.8	N 08°13' W
2	199.8	S 85°56' W
3	229.8	S 69°59' W
4	401.8	S 57°09' W
5	466.8	S 54°01' W
6	635.8	S 71°41' W
7	375.8	S 85°10' W
8	236.8	S 88°12' W
9	228.8	N 83°41' W
10	153.8	N 71°46' W
11	186.8	N 52°39' W
12	65.8	N 38°11' W
13	175.8	N 24°54' W
14	105.8	N 11°16' W
15	184.8	N 00°10' E
16	199.8	N 05°00' E
17	183.8	N 26°15' E
18	258.8	N 31°20' E
19	228.8	N 34°52' E
20	208.8	N 41°41' E
21	209.8	N 37°22' E
22	270.8	N 52°38' E
TOTAL	5443.8	

FRANKS INVESTMENT COMPANY, L.L.C., ETAL

TRACT 10
 RODS 329.88
 ACRES 2.50 PERMANENT R/W
 ACRES 5.00 TEMPORARY WORK SPACE
 20' WIDE PERMANENT R/W
 40' WIDE TEMPORARY WORK SPACE

LINE: WALLACE LAKE EXT. (PHASE II) --
 552363320061001

REVISIONS		DESCRIPTION	
NO.	DATE		
1	11/14/11	LINE CHANGE	
PRINT RECORD		DRAWN	JBO 04/27/11
NO.	DATE	CHECKED	CWA 11/14/11
4	11/14/11	PETRO LAND SERVICES SOUTH, LLC	
5	11/14/11	H'S FILES AND W/DRS SITE	
WAYNE ACREE P.L.S., INC.		PROJ. APP.	
A Professional Surveying Corporation		SURVEYED	04/20/11
P.O. BOX 96, WEST MONROE, LOUISIANA		PROJ. NO.	06551
(504) 388-1127		FIELD BK. No.	
		AFE No.	552363120061001

Wayne Acree
 PLS NO 4465

667

KinderHawk Field Services, LLC

APPROXIMATE LOCATION OF R/W
 ACROSS THE PROPERTY OF
 FRANKS INVESTMENT COMPANY, L.L.C., ETAL
 IRREGULAR SECTION 3, T 16 N, R 13 W
 NORTHWESTERN LAND DISTRICT
 CADDO PARISH, LOUISIANA

SCALE: 1"=1000'	DWG. NO. 6551PP13	REV. 1
-----------------	-------------------	--------

Agreed to and accepted by Grantor the date first written above.

GRANTOR:
Franks Investment Company, L.L.C.

By: *[Signature]*
Printed Name: Bobby E. JELKS
Title: MANAGER

ACKNOWLEDGEMENTS

STATE OF LOUISIANA)
PARISH OF CADDO) 5

Before me on the 3rd day of March, 2011, personally appeared Franks Investment Company, L.L.C., known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Witness my hand and official seal.

[Signature]
Notary Public
Printed Name: _____

My Commission Expires:
at death
(SEAL)

F. Drake Lee, Bar ID No. 08263
Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

[ASSIGNOR / ASSIGNEE SIGNATURES FOLLOW]

Agreed to and accepted by Assignor and Assignee the date first written above.

ASSIGNOR:
LOUISIANA MIDSTREAM GAS SERVICES, L.L.C.

WITNESS: Tarah Bates
Printed Name: Tarah Bates

WITNESS: Sandi Warner
Printed Name: Sandi Warner

By: [Signature]
John Seldenrust
Vice President - Operations & Engineering

[Signature]

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

15

Before me on the 21 day of April, 2011, John Seldenrust personally appeared in his capacity as Vice President - Operations & Engineering of Louisiana Midstream Gas Services, L.L.C., known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as free and voluntary act and deed, and as the free and voluntary act of the limited liability company, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal:

[Signature]

Notary Public
Printed Name: Holly Mcnatt

My Commission Expires:
2/14/15
(SEAL)



Agreed to and accepted by Assignor and Assignee the date first written above.

ASSIGNEE:
MAGNOLIA MIDSTREAM GAS SERVICES, L.L.C.

WITNESS: Tarah Bates
Printed Name: Tarah Bates

WITNESS: Heather L. Halpern
Printed Name: HEATHER L. HALPERN

By: [Signature]
Bob Purgason
Chief Operating Officer

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

Before me on the 21 day of April, 2011, personally appeared Bob Purgason in his capacity as Chief Operating Officer of Magnolia Midstream Gas Services, L.L.C., known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as free and voluntary act and deed, and as the free and voluntary act of the limited liability company, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal:

[Signature]
Notary Public
Printed Name: Sarah N. Douthitt

My Commission Expires:

06-16-2014

(SEAL)



After recording, return to:
Coleen R. Magness
Director - Right of Way Coordination
CHESAPEAKE MIDSTREAM MANAGEMENT LLC
P.O. Box 34388
Oklahoma City, OK 73154-1368
Phone: (405) 935-8453
Fax: (405) 849-8453
Cell: (405) 708-1898
Email: coleen.magness@chm.com

554

533

JW
JACKIE WEST
DEPUTY CLERK

Gary Loftin
Caddo Parish Clerk of Court

2356012

03/20/2011 03:48 PM

CONSENT TO ASSIGNMENT OF SERVITUDE

C 4490

STATE OF LOUISIANA)
PARISH OF CADDO) § KNOW ALL MEN BY THESE PRESENTS:

THIS CONSENT TO ASSIGNMENT OF SERVITUDE ("Consent") is made and entered into by and between LOUISIANA MIDSTREAM GAS SERVICES, L.L.C. ("LMGS, L.L.C.") an Oklahoma limited liability company duly authorized to conduct business in the state of Louisiana ("Assignor"), Magnolia Midstream Gas Services, LLC, an Oklahoma limited liability company ("Assignee"), and Franks Investment Company, L.L.C. ("Grantor").

WITNESSETH:

WHEREAS, set out execution on 3/19/2010 and recorded on 5/11/09 under Registry Number 2288330, in Book 4354, at Page 147 of the Conveyance Records of Caddo Parish, Louisiana ("Servitude"); and

WHEREAS, the aforementioned agreement requires LMGS, L.L.C. to obtain prior written consent from Grantor prior to executing an assignment of the servitude; and

WHEREAS Assignor and Assignee desire to enter into an assignment of said Servitude subject to the terms, restrictions and conditions contained in the Servitude; and

WHEREAS, Grantor desires to consent to said assignment; and Assignor and Assignee desire a document of record to memorialize the terms of this Consent;

NOW THEREFORE, by execution of this Consent, Grantor consents to the assignment of the Servitude between Assignor and Assignee, and Assignee agrees to be bound by and will accept the provisions of the Servitude.

Dated this 3rd day of March, 2011.

527

526

Agreed to and accepted by Grantor the date first written above.

GRANTOR:
Franks Investment Company, L.L.C.

By: [Signature]
Printed Name: Bobby E. JELKS
Title: MANAGER

ACKNOWLEDGEMENTS

STATE OF LOUISIANA)
PARISH OF CADDO) 15

Before me on the 3rd day of March, 2011, personally appeared Franks Investment Company, L.L.C., known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

Witness my hand and official seal:

[Signature]
Notary Public
Printed Name: _____

My Commission Expires:
at death.

(SEAL)

[ASSIGNOR / ASSIGNEE SIGNATURES FOLLOW]

F. Drake Lee, Bar ID No. 08263
Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

528

527

Agreed to and accepted by Assignor and Assignee the date first written above.

ASSIGNOR:
LOUISIANA MIDSTREAM GAS SERVICES, L.L.C.

WITNESS: Tarah Bates
Printed Name: Tarah Bates

WITNESS: _____
Printed Name: _____

By: [Signature]
John Seldenrust
Vice President - Operations & Engineering

Out

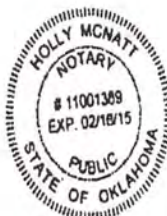
STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) 15

Before me on the 21 day of April, 20 , John Seldenrust personally appeared in his capacity as Vice President - Operations & Engineering of Louisiana Midstream Gas Services, L.L.C., known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as free and voluntary act and deed, and as the free and voluntary act of the limited liability company, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal:

[Signature]
Notary Public
Printed Name: Holly McNatt

My Commission Expires:
2/16/15
(SEAL)



Agreed to and accepted by Assignor and Assignee the date first written above.

ASSIGNEE:
MAGNOLIA MIDSTREAM GAS SERVICES, L.L.C.

WITNESS: Tarah Bates
Printed Name: Tarah Bates

WITNESS: Heather M. Halton
Printed Name: HEATHER M. HALTON

By: [Signature]
Bob Purgason
Chief Operating Officer

STATE OF OKLAHOMA)
) §
COUNTY OF OKLAHOMA)

Before me on the 21st day of April, 20 11, personally appeared Bob Purgason in his capacity as Chief Operating Officer of Magnolia Midstream Gas Services, L.L.C., known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as free and voluntary act and deed, and as the free and voluntary act of the limited liability company, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal:

[Signature]
Notary Public
Printed Name: Sarah N. Douthitt

My Commission Expires:
06-16-2014
(SEAL)



After recording, return to:
Coleen R. Magness
Director - Right of Way Coordination
CHESAPEAKE MIDSTREAM MANAGEMENT LLC
P.O. Box 34368
Oklahoma City, OK 73154-1368
Phone: (405) 935-8453
Fax: (405) 849-8455
Cell: (405) 708-1896
Email: coleen.magness@cmk.com

C 4354

SERVITUDE AGREEMENT

Kristen Meyer
KRISTEN MEYER
DEPUTY CLERK

STATE OF LOUISIANA §
§ KNOW ALL MEN BY THESE PRESENTS
PARISH OF CADDO §

Grantor: FRANKS INVESTMENT COMPANY, L.L.C.
P. O. Box 7626
Shreveport, LA 71137-7626
Represented herein by Bobby E. Jelks, Manager

Gary Loftin
Caddo Parish Clerk of Court
2286330
05/11/2010 11:17 AM

Grantee: LOUISIANA MIDSTREAM GAS SERVICES, L.L.C.
P.O. Box 54915
Oklahoma City, OK 73154-0915
Represented herein by J. Michael Shier [title], President & COO

BE IT KNOWN, FRANKS INVESTMENT COMPANY, L.L.C., being hereinafter referred to as "Grantor," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual obligations of the parties undertake herein, and for and upon such other terms and conditions hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto Louisiana Midstream Gas Services, L.L.C., being hereinafter referred to as "Grantee," a servitude on, over and across the property described below located in Section 3, T16N, R13W, Caddo Parish, Louisiana. Further, Grantor and Grantee agree as follows:

- Servitude. Grantor grants to Grantee an exclusive servitude (hereinafter called the "Servitude") over the following: (a) a strip of land Thirty feet (30') in width, being fifteen feet (15') on either side of the midline thereof on, in, over, under, through and across Grantor's land for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, relocating within the Servitude, changing the size of, and removing therefrom a pipeline, together with such appliances, equipment and appurtenant facilities (above and below ground) as from time to time deemed by Grantee to be necessary, useful or convenient in connection with the use and convenient operation of the pipeline, the Servitude and the land out of which the Servitude is being acquired ("Grantor's Land") being described in Exhibit "A" attached hereto and made a part hereof; Grantor grants and Grantee accepts the Servitude solely for the transportation of natural gas produced under the terms of the Oil, Gas and Mineral Lease dated June 27, 2008, from Franks Investment Company, L.L.C., as Lessor, to Twin Cities Development, L.L.C., as Lessee (the "Lease"), for which a Memorandum of Oil and Gas Lease was recorded at Registry Number 2166011 of the Conveyance Records of Caddo Parish, Louisiana, or from a unit in which any land subject to the Lease is included, and Grantee agrees that the Servitude shall be used for no other purpose.
- Temporary Construction Servitude. Grantor grants to Grantee a temporary servitude (hereinafter called "Temporary Construction Servitude") on, in, over, under, through and across Grantor's Land for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors, only in connection with and during the original construction of the pipeline on the Servitude, the Temporary Construction Servitude and the land out of which the Servitude is being acquired being described in Exhibit "A" attached hereto and made a part hereof. The Temporary Construction Servitude shall automatically terminate and revert to Grantor, free and clear of any right, title or interest in Grantee, upon whichever first occurs: (a) the completion of construction of the pipeline on the Servitude; or (b) upon one (1) year following the start of construction of the pipeline.
- Grantee's Need for Additional Workspace. Grantor hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, or other waterways located on Grantor's Land or other places requiring extra work space, or if the rights granted to Grantee hereunder require extra work space, then Grantee shall have the right and temporary access to additional working space which may be necessary, useful or convenient therefor, and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of such additional work space.
- Grantee's Access. Grantee shall have the right of ingress and egress to and from Grantor's Land, which right of ingress and egress, except as otherwise provided in this paragraph, shall be limited and confined to the boundaries of the Servitude and to the boundaries of the Temporary Construction Servitude while such Temporary Construction Servitude remains in effect. Grantee shall also have the right, for ingress and egress purposes only, to use any road or roads located now, or in the future, on Grantor's Land, and any gates located on such roads; provided, however, that in the event Grantee's use causes damage to such roads or gates, Grantee shall promptly restore such roads and gates to substantially the same or better condition as the roads and gates were in prior to the use thereof by Grantee.
- Servitude Clean Up. Upon cessation of operations to construct, lay, install, operate, use, maintain, repair, restore, renew, reconstruct, replace, substitute, change, alter, convert, relocate within the Servitude, change the size of, and remove therefrom, together with such appliances, equipment and appurtenant facilities (above and below ground) the pipeline under the rights herein granted, Grantee agrees promptly to restore the surface of the Servitude herein granted as nearly as practicable to the surface that existed as of the time of commencement of Grantee's operations, including but not limited to the removal of all debris created by such operations. In the event settling of the ground surface occurs as a result of any operations conducted by Grantee, Grantee agrees to restore the area promptly to the proper level if so requested by Grantor.

6. Grantee Right to Keep Servitude Clear. Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Servitude herein granted, and Grantee shall not be liable for damages caused on the Servitude by keeping the Servitude clear of trees, undergrowth and brush in the exercise of the rights herein granted. Notwithstanding any other rights and obligations stated herein, Grantor shall have no right to payment for damage to any trees under this section, including trees considered as a growing crop.
7. Grantee's Cathodic Protection. Grantee shall have the right to cathodically protect the pipeline within the boundaries of the Servitude, and to install and maintain above-ground pipeline markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Servitude only at property lines, creek crossings, road crossings, railroads and at any other location as required by law.
8. Pipeline Depth. The pipeline will be buried to a minimum depth of sixty inches (60") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground.
9. Grantee Abandonment. Grantee agrees that, in the event of non-use of the pipeline by Grantee, its successors or assigns for a period of eighteen consecutive months, the Servitude shall be considered abandoned, and Grantee shall furnish at its expense, upon the written request of Grantor, a release of the Servitude. Within 90 days of abandonment of the Servitude, Grantee shall commence the removal from Grantor's Land of the pipeline and any surface facilities used in connection therewith owned by Grantee, and such removal shall be completed within 90 days thereafter. In the event of the failure to commence removal of the pipeline and other facilities within the said 90 days or to complete such removal within said 90 days thereafter, Grantor may remove same, and Grantee shall be liable to reimburse Grantor for the cost of removal.
10. Number of Pipelines. This Servitude shall be for one pipeline only.
11. Initial and Future Damages Caused by Grantee. Except as set forth in Paragraph 5 above, and after the initial construction, Grantee agrees to pay Grantor for all future damages to livestock, crops, improvements or other property of Grantor permitted to be located on the Servitude by the terms hereof where such damage is caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such future construction or other pipeline-related activities on the Servitude. Grantor agrees and understands Grantee's consideration herein acknowledged and paid does include payment of and for all initial damages caused by the initial construction of the pipeline and appurtenances, if any, including temporary work space, crop, timber and land surface damages.
12. Restrictions on Grantor's Use of Servitude. Except as set forth in Paragraph 13(C) below, without prior written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the Servitude, and Grantee shall have the right to prevent the construction within the boundaries of the Servitude and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to trees, brush, roots and other growth. Grantor shall not, nor permit third parties to, change the grade of the land or remove the cover over the pipeline or excavate on or near the Servitude without prior written consent of the Grantee, which consent shall not be unreasonably withheld.
13. Grantor's Reservation of Rights. Grantee does not acquire by this Servitude, but expressly takes subject to, and Grantor reserves to Grantor and to Grantor's heirs, successors and assigns, each and all of the following rights in and to Grantor's Land:
- (A) All oil, gas, sulphur, uranium, fissionable materials, and other minerals ("Grantor's Minerals") under the surface of the Servitude to be acquired herein; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Servitude, but will be permitted to extract Grantor's Minerals from under the Servitude by directional drilling or other means, from land located outside the boundaries of the Servitude, so long as Grantee's use of the Servitude for the purposes set forth herein is not disturbed and the pipeline and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with; and
 - (B) The right to pass back and forth across the Servitude on foot or in passenger cars and trucks; the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Servitude.
 - (C) Grantor shall have the right to place along, across and over said Servitude and Right-of-Way as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, and telephone lines, and any and all other utilities as said Grantor may desire. However, that if the same is placed along, as distinguished from across said Servitude, they shall not be placed within five (5') feet Grantee's pipeline.
14. Grantee's Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Grantor hereby certifies under oath and subject to penalties of perjury that Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.
15. Grantee's Assignment. Grantee, and Grantee's successors and assigns, have the right to assign or transfer this Servitude Agreement, and all rights granted or created herein, in whole or in part to or among one or more persons, with each such person having the full rights and privileges herein granted, only after express written consent of

Grantor, which consent shall not be unreasonably withheld. No assignment of rights in this Servitude Agreement shall relieve or release the Grantee, or Grantee's successors and assigns, from any obligations owed by Grantee to Grantor under this Servitude Agreement, and any assignment to be made by Grantee and/or by its successors and assigns, shall require the assignee therein to assume any and all obligations imposed on the Grantee to the Grantor in this Servitude Agreement.

16. Related Defaults by Grantor. In the event of default of payment by Grantor of any mortgage, deed of trust, taxes or any amount secured by line on the above described lands, the Grantee shall have the right, but not the obligation, at any time, to redeem for Grantor said lands described above and, upon such redemption, Grantee shall be subrogated to the rights of the holder of such mortgage, deed of trust or other line with respect to said lands.

17. Binding Effect. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

18. Entire Agreement. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary, convenient or useful for the full and complete enjoyment and use of the Servitude for the purposes stated herein, including the right to all subsurface lateral support on other adjoining lands of Grantor that are necessary to maintain the pipeline. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Servitude.

19. Indemnity.

(a) Grantee shall conduct its operations on the Servitude in compliance with all applicable environmental laws and regulations of any local or parish governing body, the State of Louisiana, United States of America, and all governmental agencies and bodies charged with enforcing environmental regulations. Grantee agrees that the Servitude and Temporary Construction Servitude will be kept free from any environmental damage, including the presence of any hazardous materials or hazardous substances (as said hazardous materials and hazardous substances are defined under federal and state law), arising out of or resulting from the Grantee's operations on the Servitude or Temporary Construction Servitude. Notwithstanding the foregoing, Grantor understands and acknowledges that certain commercially available products used in the drilling, completion and work over of oil and gas wells ("Drilling Fluids") may contain component substances that are defined as "hazardous waste" or "hazardous substances." The natural gas transported through the pipeline on Grantor's property is raw, unprocessed natural gas received at the wellhead. Such natural gas may include residual amounts of Drilling Fluids from time to time. The transportation of such natural gas through the pipeline on Grantor's property will not be a breach of this covenant. In the event any of the operations of Grantee pursuant to this Servitude Agreement results in a loss or damage to the Grantor and/or the presence of hazardous materials and hazardous substances (as defined herein) placed on the Servitude, the Temporary Construction Servitude or Grantor's Land by Grantee, its employees, or subcontractors, Grantee agrees to hold harmless and indemnify Grantor for any loss or damage suffered by Grantor as a result thereof, including all fines and penalties assessed against Grantor by state or federal governmental agencies charged with enforcing environmental regulations, and all costs incurred to restore the environmental condition of the Servitude, Temporary Construction Servitude or Grantor's Land to the condition existing immediately prior to the execution date of this Servitude Agreement. This indemnification shall include, but not be limited to, any and all judgments or penalties to recover the cost of cleanup of any such release of hazardous materials or hazardous substances (as defined herein) by Grantee, its employees, agents, and subcontractors from or upon the Servitude, Temporary Construction Servitude or Grantor's Land and all expenses incurred by Grantor as a result of any civil action brought against Grantor as a result of Grantee's operations, including, but not limited to Grantor's attorneys' fees and all costs of defense. The duty to defend, hold harmless and indemnify the Grantor arises immediately upon the Grantor's notice of any demand, claim, or lawsuit that comes within the scope of this provision and any reasonable defense costs incurred in defending Grantor, its members, successors, or assigns, shall be paid by Grantee on behalf of Grantor. The indemnity provisions of this paragraph shall not apply if the loss or damage to the Grantor and/or the presence of hazardous materials and hazardous substances (as defined herein) results solely from the gross negligence or willful misconduct of Grantor, its members, successors or assigns.

(b) Grantee shall be solely responsible for all damage to property and injury to persons, including death, by reason of, or in connection with its operations hereunder, and does hereby agree to protect, save harmless, and indemnify Grantor from and against any and all claims and liabilities for damages to property and injuries, including death, to persons, including, but not limited to, Grantee's employees, agents, and contractors, arising out of Grantee's operations under this Servitude Agreement, and Grantee shall, at Grantee's sole expense, handle all such claims, defend law suits or other actions which may be brought against Grantor therein, pay all judgments rendered against Grantor therein and reimburse Grantor for any expenditures which it may make on account thereof, including but not limited to Grantor's attorneys' fees and costs of defense, unless such damage or injury is caused solely by Grantor's gross negligence or willful misconduct. Grantee agrees it will obtain a comprehensive general liability policy (the "Policy") covering the Grantee's operations as referred to herein, which Policy shall provide for coverage limits of not less than \$5,000,000.00 per occurrence, with Grantor named as an additional insured in the Policy. Such Policy shall be endorsed to be primary over any insurance carried by Grantor. The Policy shall contain a provision that the Grantor shall be given a minimum of ten (10) days written notice by the insurer prior to the cancellation, termination, or change in such insurance. Grantee shall furnish a certificate of insurance to the Grantor, which shall confirm that the Policy is in full force and effect, with the appropriate limits of coverage, and that the Grantor is named as an additional named insured in the Policy. Such insurance requirements may be met by a combination of self-insurance, primary and excess insurance policies, provided that (a) the maximum amount of liability exposure which the Grantee, or its successors and assigns, may self-insure against is limited to one million dollars (\$1,000,000.00) and (b) the Grantee's, or its successor's and assign's, obligations to Grantor, its members, successors, or assigns, with respect to indemnification and holding the Grantor, its members, successors, and

assigns, harmless apply regardless of whether Grantee, or its successors and assigns, have exhausted applicable self-insurance. The duty to defend, indemnify and hold Grantor harmless arises immediately upon the Grantor's notice of any demand, claim, or lawsuit that comes within the scope of this provision, and any reasonable defense costs incurred in defending Grantor shall be paid by Grantee on behalf of Grantor.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals on the dates of their respective acknowledgments but effective as of the Effective Date.

WITNESSES:
Jacob C. Huntzger
(Signature of 1st Witness)
Jacob C. Huntzger
(Print name of 1st Witness)

Nancy S. Duke
(S:)
Nancy S. Duke
(Print name of 2nd Witness)

GRANTOR:
Franks Investment Company, L.L.C.
By: Bobby E. Jelks
Bobby E. Jelks, Manager

WITNESSES:
Sarah Hodges
(Signature of 1st Witness)
Sarah Hodges
(Print name of 1st Witness)

Wally M. Nath
(Signature of 2nd Witness)
Wally M. Nath
(Print name of 2nd Witness)

GRANTEE:
Louisiana Midstream Gas Services, L.L.C.
By: J. Michael Stice
J. Michael Stice
President & Chief Operating Officer
Stice

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF Bossier

On this 17th day of March, 2010, before two competent witnesses and me, the undersigned authority, duly qualified and acting as such in and for the above parish, state aforesaid, appeared Bobby E. Jelks, to me personally known, who, being by me duly sworn, did say: That he is the duly authorized Manager of Franks Investment Company, L.L.C., a Louisiana limited liability company, that the foregoing instrument was signed by him on behalf of said company, and that said appearer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.
[Signature]
Notary Public in and for the State of Louisiana
(Notary's Printed Name and ID #)
My Commission Expires: _____

F. Drake Lee, Bar ID No. 08263
Notary Public
Caddo Parish, Louisiana
My Commission is For Life

ACKNOWLEDGMENT

STATE OF Oklahoma

County of Oklahoma

On this 15th day of March, 2010, before two competent witnesses and me, the undersigned authority, duly qualified and acting as such in and for the above parish, state aforesaid, appeared J. Michael Stice to me personally known, who, being by me duly sworn, did say: That he is the duly authorized President & COO of Louisiana Midstream Gas Services, L.L.C., that the foregoing instrument was signed by him on behalf of said company, and that said appearer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Tarah Bates
Notary Public in and for the State of Oklahoma
Tarah Bates 06002337
(Notary's Printed Name and ID #)
My Commission Expires: 03/01/2014

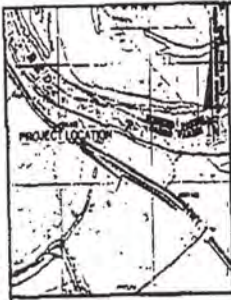
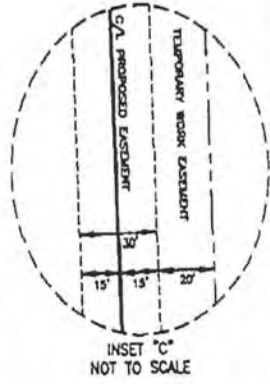
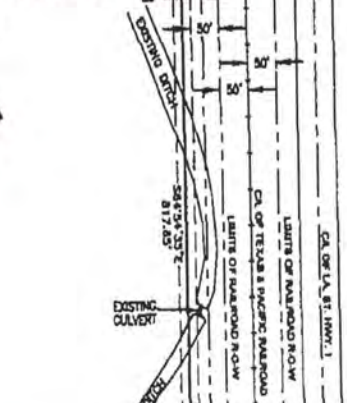
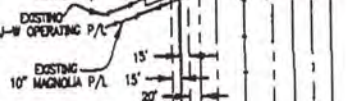


EXHIBIT "A"
CADDO PARISH, LOUISIANA
SECTION 3, T16N-R13W

PROPOSED VALVE SITE (SEE SHT. LA-CADD-FR11-001.01)
 MATCH LINE "A" (SEE SHT. 1)

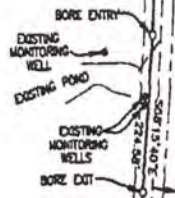


Franks Investment Company, LLC
 LA-CADD-FR11-001.02.01
 BOOK 3323 PAGE 340
 (CADDO PARISH CLERK OF COURT)

PROPOSED PIPELINE EASEMENT:
 SHEET 2 CENTER LINE EASEMENT LENGTH = 1,888.68' ± 113.27 RODS
 (TOTAL LENGTH = 2,645.58' ± 160.34 RODS)
 SHEET 2 PROPOSED EASEMENT AREA = ± 1.287 ACRES
 (TOTAL = ± 1.822 ACRES)
 SHEET 2 TEMPORARY WORK EASEMENT AREA = ± 0.858 ACRES
 (TOTAL = ± 1.215 ACRES)



C/L PROPOSED 30' EASEMENT



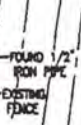
P.O.E.
 C/L PROPOSED EASEMENT
 N=686584.60
 E=2920540.05
 LAT. = 32.382097
 LONG=93.667125

EXISTING POWER POLE

SHEET 2 OF 2

EXISTING O.H. POWERLINE

EXISTING POWER POLES



PLAT DATE: 3/9/10 9:04:20am

NOTES:

AN ON-THE-GROUND EFFORT HAS BEEN MADE TO LOCATE AND INDICATE ALL CABLES, PIPES, UTILITIES, ETC. CROSSED BY THE PROPOSED PROJECT. HOWEVER, DUE TO THE INHERENT LIMITATIONS OF ELECTRONIC MAGNETIC LOCATING EQUIPMENT, MORRIS P. HERBERT, INC. IS NOT RESPONSIBLE FOR ANY NOT LOCATED DURING THE COURSE OF THE SURVEY.

THIS PLAT WAS PREPARED FOR ACQUISITION PURPOSES ONLY, AND IS NOT A PROPERTY BOUNDARY SURVEY AND AS SUCH DOES NOT COMPLY WITH THE "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS ADOPTED BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD.

ALL PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR ESTABLISHING THE PROPERTY BOUNDARIES AS DEPICTED ON THIS PLAT WAS PROVIDED BY LOUISIANA MIDSTREAM GAS SERVICES, L.L.C. ALL PUBLIC RECORDS RESEARCH WAS PERFORMED BY LOUISIANA MIDSTREAM GAS SERVICES, L.L.C.

ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM 1983, LOUISIANA NORTH ZONE.

APPROVED:

Gerard M. Legendre
 GERARD M. LEGENDRE
 License No. 4938
 PROFESSIONAL SURVEYOR

GERARD M. LEGENDRE, PLAT SURVEY NO. 4988

THIS DOCUMENT VALID ONLY WHEN EITHER AN ORIGINAL CERTIFICATION STAMP OR AN EMBOSSING SEAL IS IMPRESSED OVER AN ORIGINAL SIGNATURE.

LOUISIANA MIDSTREAM GAS SERVICES, L.L.C.
PROPOSED PIPELINE EASEMENT CADDO PARISH, LOUISIANA
SURFACE OWNER: FRANKS INVESTMENT COMPANY, LLC



DR GVN CH GMP
 DR APP. GHL
 DATE: 2/23/10
 JOB. NO. 10381
 FB/PG
 EXHIBIT A LA-CADD-FR11-001.02.01

2272353
02/10/2010 11:13 AM

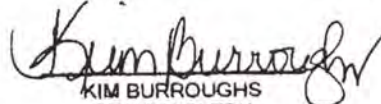
C 4322

SERVITUDE AGREEMENT

STATE OF LOUISIANA
PARISH OF CADDO

§
§ KNOW ALL MEN BY THESE PRESENTS
§

Grantor: FRANKS INVESTMENT COMPANY, L.L.C.
P. O. Box 7626
Shreveport, LA 71137-7626
Represented herein by Bobby E. Jelks, Manager



KIM BURROUGHS
DEPUTY CLERK

Grantee: LOUISIANA MIDSTREAM GAS SERVICES, L.L.C.
P.O. Box 54915
Oklahoma City, OK 73154-0915
Represented herein by J. Michael Stice, President [Title]

BE IT KNOWN, FRANKS INVESTMENT COMPANY, L.L.C., being hereinafter referred to as "Grantor," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual obligations of the parties undertake herein, and for and upon such other terms and conditions hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto Louisiana Midstream Gas Services, L.L.C., being hereinafter referred to as "Grantee," a servitude on, over and across the property described on Exhibit "A" attached hereto. Further, Grantor and Grantee agree as follows:

- Servitude. Grantor grants to Grantee an exclusive servitude (hereinafter called the "Servitude") over the following: (a) a strip of land Thirty feet (30') in width, being fifteen feet (15') on either side of the midline thereof on, in, over, under, through and across Grantor's land for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, relocating within the Servitude, changing the size of, and removing therefrom a pipeline, together with such appliances, equipment and appurtenant facilities (above and below ground) as from time to time deemed by Grantee to be necessary, useful or convenient in connection with the use and convenient operation of the pipeline, and (b) a valve site 75 feet by 84.97 feet by 77.61 feet by 65.03 feet containing 0.13 acres for the purpose of laying, constructing, maintaining, operating, altering, replacing, and removing valves, meters, pig launchers, receivers (with fittings, appliances and appurtenant facilities) and any and all other related equipment, for the transportation and processing of oil, gas petroleum products or any other liquids, gases (including inert gases) or substances which can be transported through a pipeline, the Servitude and the land out of which the Servitude is being acquired ("Grantor's Land") being described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof; Grantor grants and Grantee accepts the Servitude solely for the transportation of natural gas produced under the terms of the Oil, Gas and Mineral Lease dated June 27, 2008, from Franks Investment Company, L.L.C., as Lessor, to Twin Cities Development, L.L.C., as Lessee, for which a Memorandum of Oil and Gas Lease was recorded at Registry Number 2166011 of the Conveyance Records of Caddo Parish, Louisiana (the "Subject Lease"), or from a unit in which all or any part of the Subject Lease is included, and Grantee agrees that the Servitude shall be used for no other purpose.
- Temporary Construction Servitude. Grantor grants to Grantee a temporary servitude (hereinafter called "Temporary Construction Servitude") on, in, over, under, through and across Grantor's Land for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors, only in connection with and during the original construction of the pipeline on the Servitude, the Temporary Construction Servitude and the land out of which the Servitude is being acquired being described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof. The Temporary Construction Servitude shall automatically terminate and revert to Grantor, free and clear of any right, title or interest in Grantee, upon whichever first occurs: (a) the completion of construction of the pipeline on the Servitude; or (b) upon one (1) year following the start of construction of the pipeline.
- Grantee's Need for Additional Workspace. Grantor hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, or other waterways located on Grantor's Land or other places requiring extra work space, or if the rights granted to Grantee hereunder require extra work space, then Grantee shall have the right and temporary access to additional working space which may be necessary, useful or convenient therefor, and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of such additional work space.
- Grantee's Access. Grantee shall have the right of ingress and egress to and from Grantor's Land, which right of ingress and egress, except as otherwise provided in this paragraph, shall be limited and confined to the boundaries of the Servitude and to the boundaries of the Temporary Construction Servitude while such Temporary Construction Servitude remains in effect. Grantee shall also have the right, for ingress and egress purposes only, to use any road or roads located now, or in the future, on Grantor's Land, and any gates located on such roads; provided, however, that in the event Grantee's use causes damage to such roads or gates, Grantee shall promptly restore such roads and gates to substantially the same or better condition as the roads and gates were in prior to the use thereof by Grantee.
- Servitude Clean Up. Upon cessation of operations to construct, lay, install, operate, use, maintain, repair, restore, renew, reconstruct, replace, substitute, change, alter, convert, relocate within the Servitude, change the size of, and remove therefrom, together with such appliances, equipment and appurtenant facilities (above and below ground) the pipeline under the rights herein granted, Grantee agrees promptly to restore the surface of the Servitude

herein granted as nearly as practicable to the surface that existed as of the time of commencement of Grantee's operations, including but not limited to the removal of all debris created by such operations. In the event settling of the ground surface occurs as a result of any operations conducted by Grantee, Grantee agrees to restore the area promptly to the proper level if so requested by Grantor.

6. Grantee Right to Keep Servitude Clear. Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Servitude herein granted, and Grantee shall not be liable for damages caused on the Servitude by keeping the Servitude clear of trees, undergrowth and brush in the exercise of the rights herein granted. Notwithstanding any other rights and obligations stated herein, Grantor shall have no right to payment for damage to any trees under this section, including trees considered as a growing crop.

7. Grantee's Cathodic Protection. Grantee shall have the right to cathodically protect the pipeline within the boundaries of the Servitude, and to install and maintain above-ground pipeline markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Servitude only at property lines, creek crossings, road crossings, railroads and at any other location as required by law.

8. Pipeline Depth. The pipeline will be buried to a minimum depth of thirty-six inches (36") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground.

9. Grantee Abandonment. Grantee agrees that, in the event of non-use of the pipeline by Grantee, its successors or assigns for a period of eighteen consecutive months, the Servitude shall be considered abandoned, and Grantee shall furnish at its expense, upon the written request of Grantor, a release of the Servitude. Within 90 days of abandonment of the Servitude, Grantee shall commence the removal from Grantor's Land of the pipeline and any surface facilities used in connection therewith owned by Grantee, and such removal shall be completed within 90 days thereafter. In the event of the failure to commence removal of the pipeline and other facilities within the said 90 days or to complete such removal within said 90 days thereafter, Grantor may remove same, and Grantee shall be liable to reimburse Grantor for the cost of removal.

10. Number of Pipelines. This Servitude shall be for one pipeline only.

11. Initial and Future Damages Caused by Grantee. Except as set forth in Paragraph 5 above, and after the initial construction, Grantee agrees to pay Grantor for all future damages to livestock, crops, improvements or other property of Grantor permitted to be located on the Servitude by the terms hereof where such damage is caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such future construction or other pipeline-related activities on the Servitude. Grantor agrees and understands Grantee's consideration herein acknowledged and paid does include payment of and for all initial damages caused by the initial construction of the pipeline and appurtenances, if any, including temporary work space, crop, timber and land surface damages.

12. Restrictions on Grantor's Use of Servitude. Except as set forth in Paragraph 13(C) below, without prior, written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the Servitude, and Grantee shall have the right to prevent the construction within the boundaries of the Servitude and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to trees, brush, roots and other growth. Grantor shall not, nor permit third parties to, change the grade of the land or remove the cover over the pipeline or excavate on or near the Servitude without prior written consent of the Grantee, which consent shall not be unreasonably withheld.

13. Grantor's Reservation of Rights. Grantee does not acquire by this Servitude, but expressly takes subject to, and Grantor reserves to Grantor and to Grantor's heirs, successors and assigns, each and all of the following rights in and to Grantor's Land:

(A) All oil, gas, sulphur, uranium, fissional materials, and other minerals ("Grantor's Minerals") under the surface of the Servitude to be acquired herein; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Servitude, but will be permitted to extract Grantor's Minerals from under the Servitude by directional drilling or other means, from land located outside the boundaries of the Servitude, so long as Grantee's use of the Servitude for the purposes set forth herein is not disturbed and the pipeline and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with; and

(B) The right to pass back and forth across the Servitude on foot or in passenger cars and trucks; the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Servitude.

(C) Grantor shall have the right to place along, across and over said Servitude and Right-of-Way as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, and telephone lines, and any and all other utilities as said Grantor may desire. However, that if the same is placed along, as distinguished from across said Servitude, they shall not be placed within five (5') feet Grantee's pipeline.

14. Grantee's Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Grantor hereby certifies under oath

and subject to penalties of perjury that Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

15. Grantee's Assignment. Grantee, and Grantee's successors and assigns, have the right to assign or transfer this Servitude Agreement, and all rights granted or created herein, in whole or in part to or among one or more persons, with each such person having the full rights and privileges herein granted, only after express written consent of Grantor, which consent shall not be unreasonably withheld. No assignment of rights in this Servitude Agreement shall relieve or release the Grantee, or Grantee's successors and assigns, from any obligations owed by Grantee to Grantor under this Servitude Agreement, and any assignment to be made by Grantee and/or by its successors and assigns, shall require the assignee therein to assume any and all obligations imposed on the Grantee to the Grantor in this Servitude Agreement.

16. Related Defaults by Grantor. In the event of default of payment by Grantor of any mortgage, deed of trust, taxes or any amount secured by line on the above described lands, the Grantee shall have the right, but not the obligation, at any time, to redeem for Grantor said lands described above and, upon such redemption, Grantee shall be subrogated to the rights of the holder of such mortgage, deed of trust or other line with respect to said lands.

17. Binding Effect. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

18. Entire Agreement. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary, convenient or useful for the full and complete enjoyment and use of the Servitude for the purposes stated herein, including the right to all subsurface lateral support on other adjoining lands of Grantor that are necessary to maintain the pipeline. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Servitude.

19. Indemnity.

(a) Grantee shall conduct its operations on the Servitude in compliance with all applicable environmental laws and regulations of any local or parish governing body, the State of Louisiana, United States of America, and all governmental agencies and bodies charged with enforcing environmental regulations. Grantee agrees that the Servitude and Temporary Construction Servitude will be kept free from any environmental damage, including the presence of any hazardous materials or hazardous substances (as said hazardous materials and hazardous substances are defined under federal and state law), arising out of or resulting from the Grantee's operations on the Servitude or Temporary Construction Servitude. Notwithstanding the foregoing, Grantor understands and acknowledges that certain commercially available products used in the drilling, completion and work over of oil and gas wells ("Drilling Fluids") may contain component substances that are defined as "hazardous waste" or "hazardous substances." The natural gas transported through the pipeline on Grantor's property is raw, unprocessed natural gas received at the wellhead. Such natural gas may include residual amounts of Drilling Fluids from time to time. The transportation of such natural gas through the pipeline on Grantor's property will not be a breach of this covenant. In the event any of the operations of Grantee pursuant to this Servitude Agreement results in a loss or damage to the Grantor and/or the presence of hazardous materials and hazardous substances (as defined herein) placed on the Servitude, the Temporary Construction Servitude or Grantor's Land by Grantee, its employees, or subcontractors, Grantee agrees to hold harmless and indemnify Grantor for any loss or damage suffered by Grantor as a result thereof, including all fines and penalties assessed against Grantor by state or federal governmental agencies charged with enforcing environmental regulations, and all costs incurred to restore the environmental condition of the Servitude, Temporary Construction Servitude or Grantor's Land to the condition existing immediately prior to the execution date of this Servitude Agreement. This indemnification shall include, but not be limited to, any and all judgments or penalties to recover the cost of cleanup of any such release of hazardous materials or hazardous substances (as defined herein) by Grantee, its employees, agents, and subcontractors from or upon the Servitude, Temporary Construction Servitude or Grantor's Land and all expenses incurred by Grantor as a result of any civil action brought against Grantor as a result of Grantee's operations, including, but not limited to Grantor's attorneys' fees and all costs of defense. The duty to defend, hold harmless and indemnify the Grantor arises immediately upon the Grantor's notice of any demand, claim, or lawsuit that comes within the scope of this provision and any reasonable defense costs incurred in defending Grantor, its members, successors, or assigns, shall be paid by Grantee on behalf of Grantor. The indemnity provisions of this paragraph shall not apply if the loss or damage to the Grantor and/or the presence of hazardous materials and hazardous substances (as defined herein) results solely from the gross negligence or willful misconduct of Grantor, its members, successors or assigns.

(b) Grantee shall be solely responsible for all damage to property and injury to persons, including death, by reason of, or in connection with its operations hereunder, and does hereby agree to protect, save harmless, and indemnify Grantor from and against any and all claims and liabilities for damages to property and injuries, including death, to persons, including, but not limited to, Grantee's employees, agents, and contractors, arising out of Grantee's operations under this Servitude Agreement, and Grantee shall, at Grantee's sole expense, handle all such claims, defend law suits or other actions which may be brought against Grantor therein, pay all judgments rendered against Grantor therein and reimburse Grantor for any expenditures which it may make on account thereof, including but not limited to Grantor's attorneys' fees and costs of defense, unless such damage or injury is caused solely by Grantor's gross negligence or willful misconduct. Grantee agrees it will obtain a comprehensive general liability policy (the "Policy") covering the Grantee's operations as referred to herein, which Policy shall provide for coverage limits of not less than \$5,000,000.00 per occurrence, with Grantor named as an additional insured in the Policy. Such Policy shall be endorsed to be primary over any insurance carried by Grantor. The Policy shall contain a provision that the Grantor shall be given a minimum of ten (10) days written notice by the insurer prior to the cancellation, termination, or change in such insurance. Grantee shall furnish a certificate of insurance to the

Grantor, which shall confirm that the Policy is in full force and effect, with the appropriate limits of coverage, and that the Grantor is named as an additional named insured in the Policy. Such insurance requirements may be met by a combination of self-insurance, primary and excess insurance policies, provided that (a) the maximum amount of liability exposure which the Grantee, or its successors and assigns, may self-insure against is limited to one million dollars (\$1,000,000.00) and (b) the Grantee's, or its successor's and assign's, obligations to Grantor, its members, successors, or assigns, with respect to indemnification and holding the Grantor, its members, successors, and assigns, harmless apply regardless of whether Grantee, or its successors and assigns, have exhausted applicable self-insurance. The duty to defend, indemnify and hold Grantor harmless arises immediately upon the Grantor's notice of any demand, claim, or lawsuit that comes within the scope of this provision, and any reasonable defense costs incurred in defending Grantor shall be paid by Grantee on behalf of Grantor.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals on the dates of their respective acknowledgments but effective as of the Effective Date.

WITNESSES:

Nancy S. Duke
(Signature of 1st Witness)
Nancy S. Duke
(Print name of 1st Witness)

Diane F. Marlowe
(Signature of 2nd Witness)
Diane F. Marlowe
(Print name of 2nd Witness)

GRANTOR:

Franks Investment Company, L.L.C.
By: Bobby E. Jelks
Bobby E. Jelks, Manager

WITNESSES:

Jacqueline L. Row
(Signature of 1st Witness)
Jacqueline L. Row
(Print name of 1st Witness)

Sarah Hodges
(Signature of 2nd Witness)
Sarah Hodges
(Print name of 2nd Witness)

GRANTEE:

Louisiana Midstream Gas Services, L.L.C.

By: J. Michael Stice
J. Michael Stice
President and Chief Operating Officer

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF Bossier

On this 19th day of January, 2010, before two competent witnesses and me, the undersigned authority, duly qualified and acting as such in and for the above parish, state aforesaid, appeared Bobby E. Jelks, to me personally known, who, being by me duly sworn, did say: That he is the duly authorized Manager of Franks Investment Company, L.L.C., a Louisiana limited liability company, that the foregoing instrument was signed by him on behalf of said company, and that said appearer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

F. Drake Lee
Notary Public in and for the State of Louisiana
F. Drake Lee Ch. Bar Roll # 08263
(Notary's Printed Name and ID #)
My Commission Expires: at death

ACKNOWLEDGMENT

STATE OF LOUISIANA Oklahoma
County Oklahoma
PARISH OF Oklahoma

On this 1st day of February, 2010, before two competent witnesses and me, the undersigned authority, duly qualified and acting as such in and for the above parish, state aforesaid, appeared J. Michael Stice to me personally known, who, being by me duly sworn, did say: That he is the duly authorized President & COO of Louisiana Midstream Gas Services, L.L.C., that the foregoing instrument was signed by him on behalf of said company, and that said appearer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

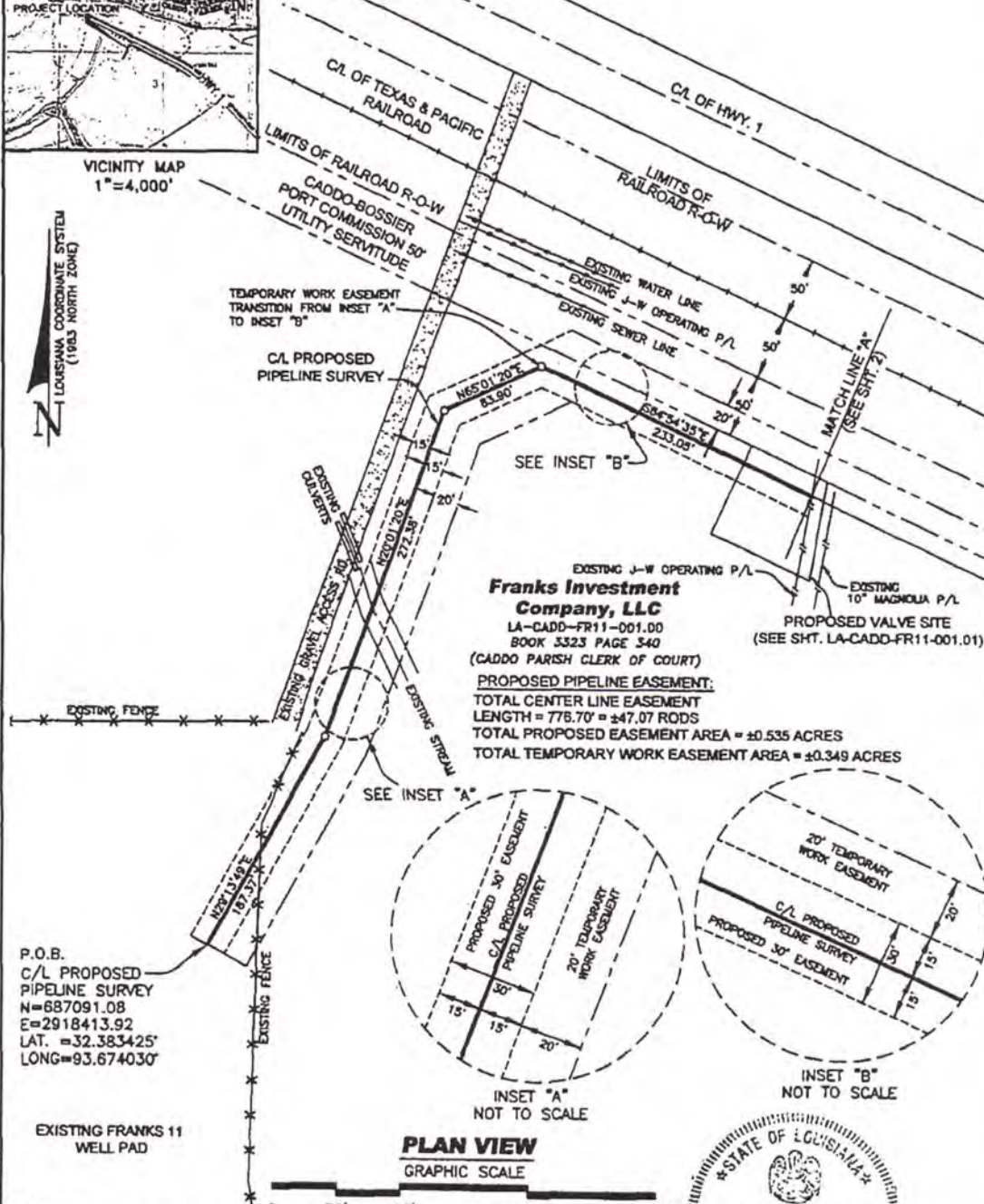
Jessica King
Notary Public in and for the State of Louisiana
Jessica King 07001656
(Notary's Printed Name and ID #)
My Commission Expires: 2-20-2011



EXHIBIT "A"
CADDO PARISH, LOUISIANA
SECTION 3, T16N-R13W



VICINITY MAP
 1"=4,000'



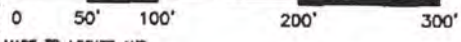
Franks Investment Company, LLC
 LA-CADD-FR11-001.00
 BOOK 3323 PAGE 340
 (CADDO PARISH CLERK OF COURT)

PROPOSED PIPELINE EASEMENT:
 TOTAL CENTER LINE EASEMENT LENGTH = 776.70' ± 47.07 RODS
 TOTAL PROPOSED EASEMENT AREA = ±0.535 ACRES
 TOTAL TEMPORARY WORK EASEMENT AREA = ±0.349 ACRES

P.O.B.
 C/L PROPOSED PIPELINE SURVEY
 N=687091.08
 E=2918413.92
 LAT. = 32.383425°
 LONG=93.674030°

EXISTING FRANKS 11 WELL PAD

PLAN VIEW
 GRAPHIC SCALE



SHEET 1 OF 2

NOTES:
 AN ON-THE-GROUND EFFORT HAS BEEN MADE TO LOCATE AND INDICATE ALL CABLES, PIPELINES, UTILITIES, ETC. CROSSED BY THE PROPOSED PROJECT; HOWEVER, DUE TO THE INHERENT LIMITATIONS OF ELECTRONIC MAGNETIC LOCATING EQUIPMENT, MORRIS P. HEBERT, INC. IS NOT RESPONSIBLE FOR ANY NOT LOCATED DURING THE COURSE OF THE SURVEY.

THIS PLAT WAS PREPARED FOR RIGHT-OF-WAY PURPOSES ONLY, AND IS NOT A PROPERTY BOUNDARY SURVEY AND AS SUCH DOES NOT COMPLY WITH THE "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS ADOPTED BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD.

ALL PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR ESTABLISHING THE PROPERTY BOUNDARIES AS DEPICTED ON THIS PLAT WAS PROVIDED BY LOUISIANA MIDSTREAM GAS SERVICES, L.L.C. ALL PUBLIC RECORDS RESEARCH WAS PERFORMED BY LOUISIANA MIDSTREAM GAS SERVICES, L.L.C.

ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM 1983, LOUISIANA NORTH ZONE.



APPROVED: *John M. Hebert*
 JOHN M. HEBERT, LA. LICENSE NO. 4906

THIS DOCUMENT VALID ONLY WHEN EITHER AN ORIGINAL CERTIFICATION STAMP OR AN EMBOSSED SEAL IS IMPRESSED OVER AN ORIGINAL SIGNATURE.

LOUISIANA MIDSTREAM GAS SERVICES, L.L.C.
PROPOSED PIPELINE EASEMENT CADDO PARISH, LOUISIANA
SURFACE OWNER: FRANKS INVESTMENT COMPANY, LLC

DR. GWN CH. GMP
DR APP. CSD
DATE: 10/20/09
JOB. NO. 10381
FB/PG
EXHIBIT A LA-CADD-FR11-001.00

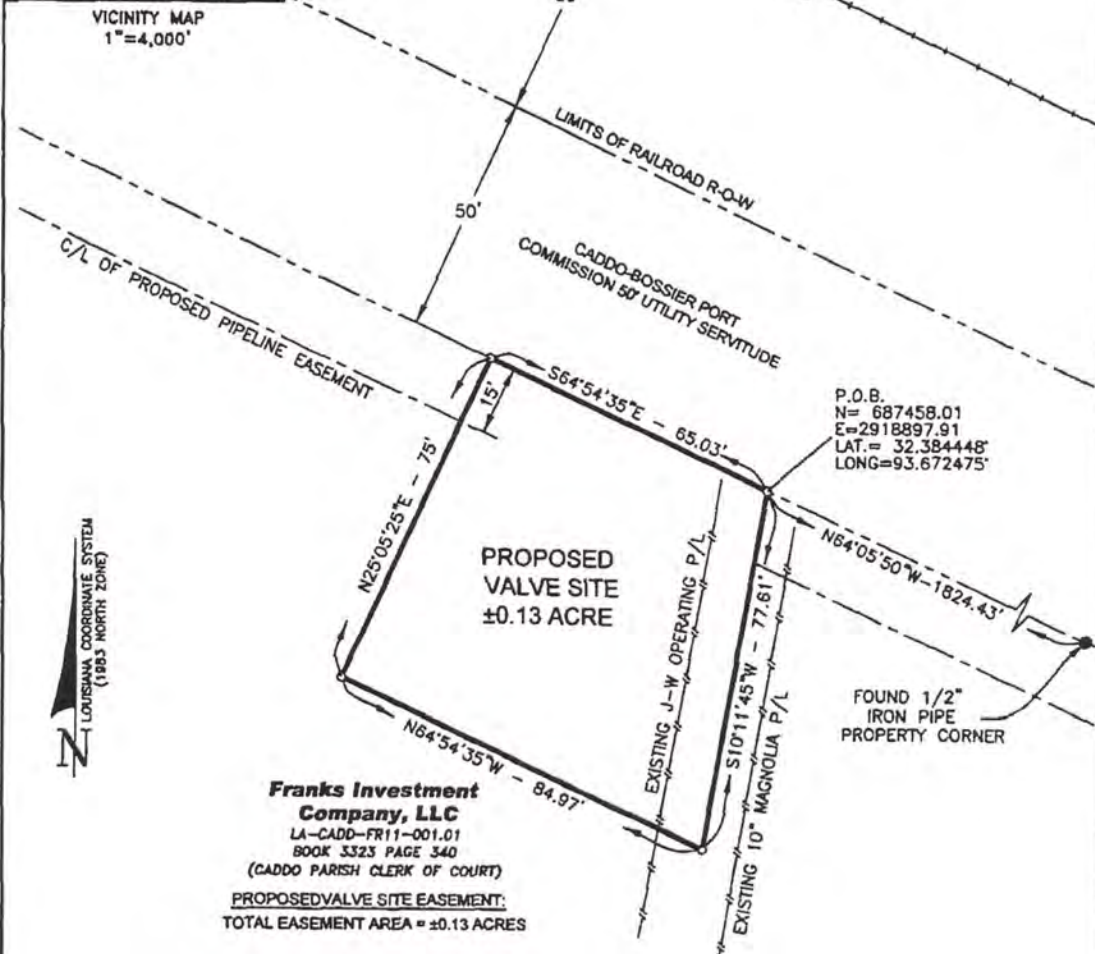


LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD • 200 CONFERENCE DRIVE • FAYETTE, LOUISIANA 70508 • (504) 782-7278

EXHIBIT "B"
CADDO PARISH, LOUISIANA
SECTION 3, T16N-R13W



VICINITY MAP
1"=4,000'



Franks Investment Company, LLC
 LA-CADD-FR11-001.01
 BOOK 3323 PAGE 340
 (CADDO PARISH CLERK OF COURT)
PROPOSED VALVE SITE EASEMENT:
 TOTAL EASEMENT AREA = ±0.13 ACRES

PLAN VIEW
GRAPHIC SCALE



NOTES:
 AN ON-THE-GROUND EFFORT HAS BEEN MADE TO LOCATE AND INDICATE ALL CABLES, PIPELINES, UTILITIES, ETC. CROSSED BY THE PROPOSED PROJECT; HOWEVER, DUE TO THE INHERENT LIMITATIONS OF ELECTRONIC MAGNETIC LOCATING EQUIPMENT, MORRIS P. HEBERT, INC. IS NOT RESPONSIBLE FOR ANY NOT LOCATED DURING THE COURSE OF THE SURVEY.

THIS PLAT WAS PREPARED FOR RIGHT-OF-WAY PURPOSES ONLY, AND IS NOT A PROPERTY BOUNDARY SURVEY AND AS SUCH DOES NOT COMPLY WITH THE "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS ADOPTED BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD.
 ALL PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR ESTABLISHING THE PROPERTY BOUNDARIES AS DEPICTED ON THIS PLAT WAS PROVIDED BY LOUISIANA MIDSTREAM GAS SERVICES, L.L.C. ALL PUBLIC RECORDS RESEARCH WAS PERFORMED BY LOUISIANA MIDSTREAM GAS SERVICES, L.L.C.
 ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM 1983, LOUISIANA NORTH ZONE.



APPROVED: *John M. Hebert*
 JOHN M. HEBERT, LA LICENSE NO. 4906
 THIS DOCUMENT VALID ONLY WHEN EITHER AN ORIGINAL CERTIFICATION STAMP OR AN EMBOSSED SEAL IS IMPRESSED OVER AN ORIGINAL SIGNATURE.

LOUISIANA MIDSTREAM GAS SERVICES, L.L.C.
PROPOSED VALVE SITE EASEMENT CADDO PARISH, LOUISIANA
SURFACE OWNER: FRANKS INVESTMENT COMPANY, LLC

	DR. GVN CH. GMP DR. APP. JMH DATE: 10/20/09 JOB. NO. 10381 FB/PG EXHIBIT B LA-CADD-FR11-001.01
--	---

M:\drg\10381\drg\pvt\LA-CADD-FR11-001.01.dwg PLOT DATE: 1/11/10 7:53:43am

C 4260

Gary Loftin
Caddo Parish Clerk of Court

2246604

08/26/2009 10:53 AM

Prepared By:
Chesapeake Exploration, L.L.C.
P.O. Box 18496
Oklahoma City, OK 73154

MEMORANDUM OF SURFACE USE AGREEMENT

THE STATE OF LOUISIANA §
§
PARISH OF Caddo §

10232501

Kim Burroughs
KIM BURROUGHS
DEPUTY CLERK

Notice is hereby given that effective the 17th day of August, 2009, a Surface Use Agreement was made and entered into by and between Franks Investment Company, L.L.C., whose address is P.O. Box 7626, Shreveport, LA 71137 (hereinafter "Surface Owner"), and Chesapeake Operating, Inc., whose address is P. O. Box 18496, Oklahoma City, OK 73154-0496 (hereinafter "Operator"), wherein Surface Owner grants to Operator the right to use and occupy certain lands owned by Surface Owner and located in Caddo Parish, Louisiana, more particularly described as follows:

A portion of (theoretical) Section 11, Township 16, North, Range 13 West, Caddo Parish, Louisiana, consisting of approximately 5.01 acres (+/-), which area consists of (a) a drillsite pad [4.59 acres (+/-)], and (b) an access road 30 feet in width and 586 feet in length [0.42 acres (+/-)] to access the drillsite pad, all as more fully shown on the survey plat attached as Exhibit A hereto.

Subject to all other provisions thereof, the Surface Use Agreement provides for a term commencing with the effective date of the Surface Use Agreement and continuing so long as that certain oil, gas and mineral lease granted by Surface Owner, as lessor, to Twin Cities Development, L.L.C., as lessee, on June 30, 2008, public notice of which was provided by Memorandum of Oil and Gas Lease filed in the Conveyance Records of Caddo Parish, Louisiana, on June 30, 2008, under Registry Number 2166011, remains in effect over any portion of (theoretical) Sections 11 and 14, Township 16 North, Range 13 West, Caddo Parish, Louisiana, according to its terms.

Originals of the Surface Use Agreement are in the possession of Surface Owner and Operator at their respective addresses stated above.

This Memorandum of Surface Use Agreement is executed for the purpose of filing this instrument of record in the Conveyance Records of Caddo Parish Louisiana, to give notice to all third parties dealing with Surface Owner or Operator, or with the lands described above, of the existence of the Surface Use Agreement. The Surface Use Agreement and this Memorandum of Surface Use Agreement shall be binding upon Surface Owner and Operator and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed to be effective as of the date stated herein.

WITNESSES:

Diane F. Marlowe
(Signature of 1st Witness)
Diane F. Marlowe
(Print name of 1st Witness)

Nancy S. Duke
(Signature of 2nd Witness)
Nancy S. Duke
(Print name of 2nd Witness)

SURFACE OWNER:

Franks Investment Company, L.L.C.
By: Bobby E. Jerks
Bobby E. Jerks, Manager

WITNESSES:

Kim McAuliffe
(Signature of 1st Witness)
Kim McAuliffe
(Print name of 1st Witness)

Melanie Ellis
(Signature of 2nd Witness)
Melanie Ellis
(Print name of 2nd Witness)

OPERATOR:

CHESAPEAKE OPERATING, INC.
By: Randall Rodriguez
Randall Rodriguez
Manager - Field, Southern Division

Handwritten initials

ACKNOWLEDGMENTS

STATE OF LOUISIANA

PARISH OF CADDO

On this 17th day of August, 2009, before two competent witnesses and me, the undersigned authority, duly qualified and acting as such in and for the above parish, state aforesaid, appeared Bobby E. Jelks, to me personally known, who, being by me duly sworn, did say:

That he is the duly authorized Manager of Franks Investment Company, L.L.C., a Louisiana limited liability company, that the foregoing instrument was signed by him on behalf of said company, and that said appearer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Handwritten Signature]

Notary Public in and for the State of Louisiana

(Notary's Printed Name and ID #)
My Commission Expires: _____
F. Drake Lee, Bar ID No. 08263
Notary Public
Caddo Parish, Louisiana
My Commission Is For Life

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

On this 1st day of August, 2009, before two competent witnesses and me, the undersigned authority, duly qualified and acting as such in and for the above parish, state aforesaid, appeared Randall Rodrigue, to me personally known, who, being by me duly sworn, did say:

That he is the duly authorized Manager - Field, Southern Division, of Chesapeake Operating, Inc, that the foregoing instrument was signed by him on behalf of said company, and that said appearer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

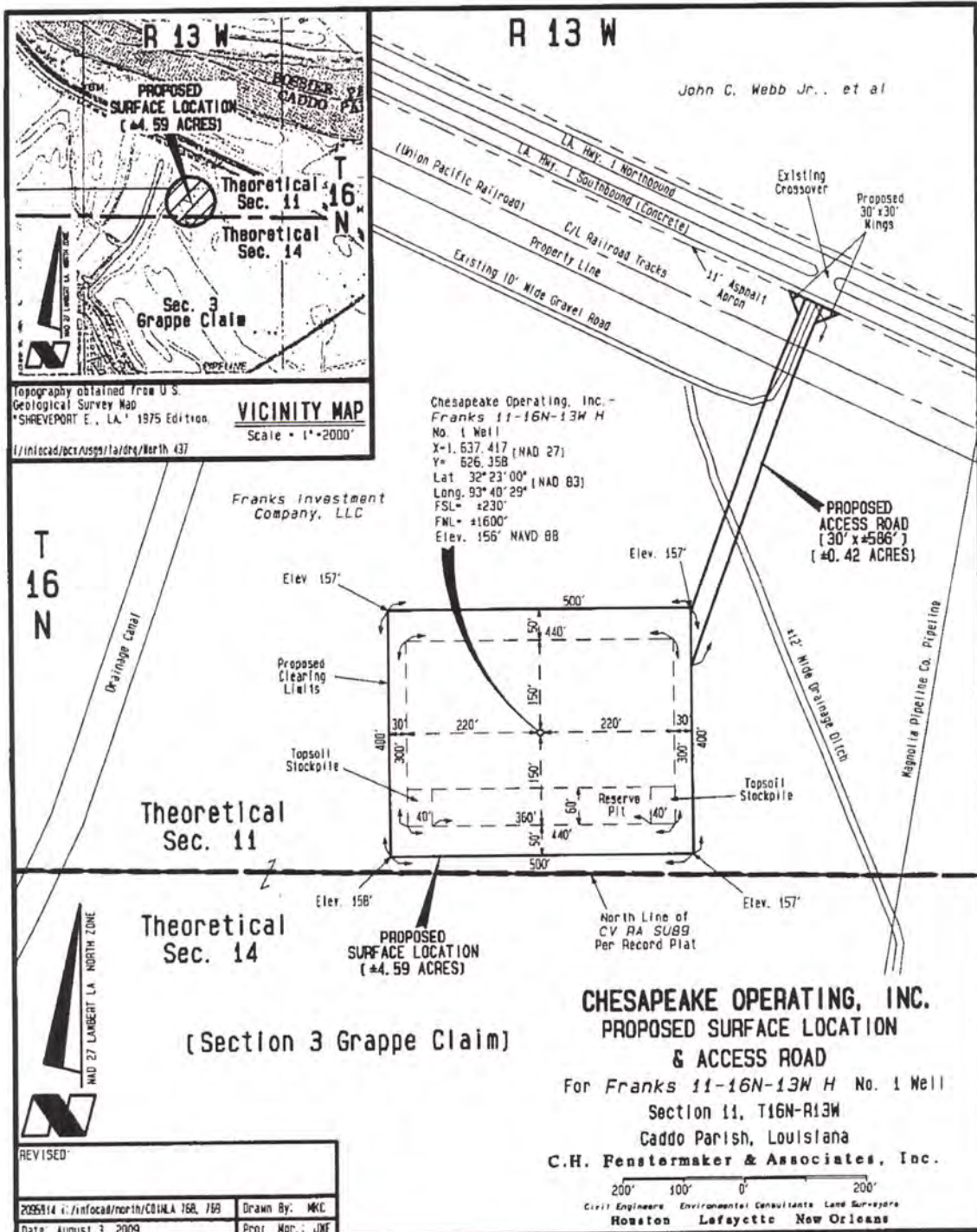
[Handwritten Signature]

Notary Public in and for the State of Oklahoma
Mandie Shipman

(Notary's Printed Name and ID #)
My Commission Expires: 12-7-10



EXHIBIT "A"



Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154

Wm. Cortez
DPY. CLERK & RECORDER

FILED & RECORDED
CADDOPARISH
SHREVEPORT, LA
GARY C. CORTIZ, CLERK

C 3582

1840851

2003 FEB -6 A 9 49

STATE OF LOUISIANA§

**PROJECT NAME: Southern Loop
Water Main Extension**

PARISH OF CADDOS§

**PROJECT NO: 99611.00
PARCEL NO: P-18**

BE IT KNOWN, that this day before me, the undersigned authority, a Notary Public in and for Caddo Parish, Louisiana, personally came and appeared JOHN FRANKS, an authorized representative of **Franks Realty, Inc.**, with a permanent mailing address of **P.O. Box 7665, Shreveport, LA 71137**, hereinafter referred to as Grantor, his heirs and assigns, who declared that he does hereby grant unto the **CITY OF SHREVEPORT**, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, repair, alter and relay public utility lines on, over, through, upon, across and under the following described property in the Parish of Caddo, State of Louisiana, to-wit:

"AS SHOWN ON THE ATTACHED PLAT AS P-18"

Be it further provided that the authorized personnel of the City of Shreveport and/or its contractors shall have the right of ingress and egress to the above described property at any time for the purpose of making repairs, alterations, and tests necessary in connection with operation of this line.

GRANTEE agrees to be responsible for the restoration of all excavations or alterations necessary in the prosecution of this work and to replace the ground surface, as far as it is practicable, to its original condition.

GRANTEE agrees to provide, at no cost to the Grantor, an 8" tee assembly with valve into the new water main at a location specified prior to construction by the Grantor.

Map Attached

489

GRANTEE hereby agrees and obligates itself to pay any damages which may occur to property, fences or buildings of said Grantor as a result of the exercise of the rights herein granted, the applicable law for any legal disputes or damages which are not mutually agreed upon arising out of this agreement shall be the law of (and all actions hereunder shall be brought in) the State of Louisiana and venue for such disputes shall be in the First Judicial District Court, Shreveport, Louisiana.

GRANTEE agrees to defend, indemnify and hold harmless grantor, its affiliate corporations, representatives, successors and assigns from and against any and all liabilities, losses, damages, suits, expenses, costs and judgements that may be claimed, brought or had against Grantor, its affiliate corporations, representatives, successors and assigns for any injury or death to any person or persons, or any damage to any real or personal property, resulting from or arising out of the operations and activities of the Grantee, its agents, employees or independent contractors upon the premises herein described.

Nothing contained herein shall be construed to mean that the City is to be held responsible for a depreciation in value of the described property occasioned by the existence of the servitude on or through the property. Owner of described property reserves the right to use the surface of the servitude area, pave over it, and make all reasonable uses except placement of permanent improvements thereon.

TO HAVE AND TO HOLD said servitude unto the said Grantee, its successors and assigns until said servitude to be exercised and so long thereafter as the same shall be useful for the above named purposes. This document is executed by both parties under the specified condition that at some point in the future, this servitude may be replaced by a revised servitude such as to accommodate future development more effectively and to the satisfaction of both parties.

490

THUS DONE AND PASSED in Shreveport on the 27th day of January, 2003, in the presence of Bobby E. Jelks and Misty Sims, competent witnesses who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES:

Bobby E. Jelks

Misty Sims

OWNERS:

John Franks
Franks Realty, Inc.

Diane Marie Long, Notary Public
Caddo Parish, Louisiana
Commission Expires with life.

Diane Marie Long
NOTARY PUBLIC

THUS DONE AND PASSED in Shreveport on the 5th day of February, 2003, in the presence of Lauren C. Thompson and Ashley Wiggins, competent witnesses who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES:

Lauren C. Thompson
Ashley Wiggins

CITY OF SHREVEPORT

BY: Keith Hightower
KEITH HIGHTOWER, MAYOR

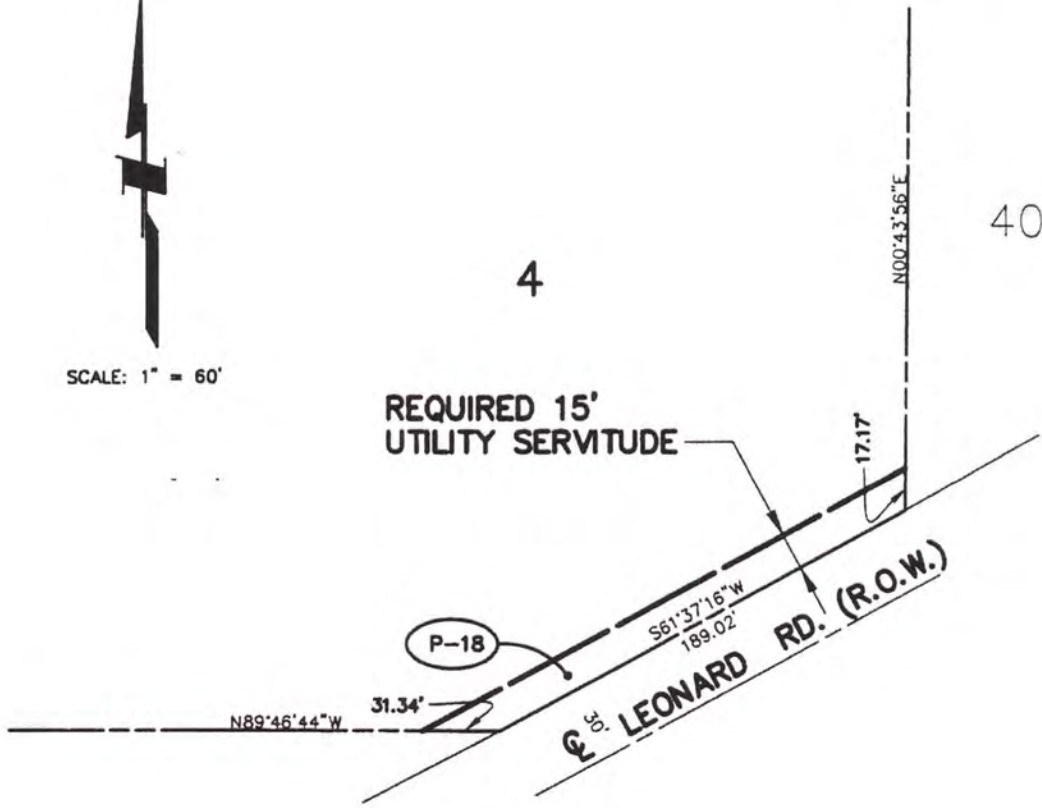
Malcolm F. Stadlander
NOTARY PUBLIC

MALCOLM F. STADLANDER, Notary Public
Caddo Parish, Louisiana
My Commission Is for Life

491



SCALE: 1" = 60'



NOTE:
 PLAT BASED ON CADDŌ
 PARISH RECORDED
 PROPERTY INFORMATION.

**REQUIRED
 UTILITY SERVITUDE**

492
 LOCATED IN
 SECTION 14, T16N, R13W
 CADDŌ PARISH, LOUISIANA

OWNERSHIP: FRANKS REALTY, INC.
 TAX ASSESSOR TRACT No.: 161310-001-0004
 TOTAL AREA: 3,104.28 SQ. FT.



1734387
1734387

2001 JAN 19 PM 12:31

C 3438

ASSIGNMENT

GARY LOFTIN
CLERK OF COURT

Heudy Clark
DPY. CLERK & RECORDER

THE STATE OF LOUISIANA

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

PARISH OF CADDO

That, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ExxonMobil Pipeline Company, a Delaware corporation, with its principal office in Houston, Harris County, Texas, hereinafter called "**Assignor**," has granted, sold, conveyed, and assigned, and by these presents does grant, sell, convey, and assign without warranty of title or recourse whatsoever unto **Magnolia Pipeline Company**, an Arkansas corporation, with offices at 2829 Lakeland Drive, Jackson, Mississippi 39208, hereinafter called "**Assignee**," all of Assignor's rights, title, and interest in and to those servitudes, permits, leases and other agreements more fully described and set forth in Exhibit "**A**", which is attached hereto and made a part hereof for all relevant purposes, along with any related prescriptive rights of Assignor (herein collectively called "**Servitudes**"). Any appurtenances thereto owned by Assignor and to be sold in connection with this Assignment ("**Improvements**") are being conveyed by a Bill of Sale of even date.

ASSIGNEE REPRESENTS THAT IT IS FAMILIAR WITH THE TERMS AND CONDITIONS OF THE SERVITUDES. Assignee hereby assumes and agrees to be bound by all of the terms, covenants and conditions of and to pay, perform, comply with and discharge all of the obligations of Assignor under the SERVITUDES which relate to the period beginning from and after the effective date of this Assignment INCLUDING BUT NOT LIMITED TO ANY OBLIGATION TO REMOVE THE IMPROVEMENTS AND FACILITIES UPON ABANDONMENT. In no event shall Assignor ever be liable for any special, exemplary, consequential, or indirect damages under this Assignment.

ASSIGNEE REPRESENTS THAT ASSIGNEE HAS KNOWLEDGE AND EXPERIENCE IN THE EVALUATION, ACQUISITION, AND OPERATION OF SIMILAR PROPERTIES, AND THAT ASSIGNEE HAS EVALUATED THE MERITS AND RISKS OF PURCHASING THE SERVITUDES AND IMPROVEMENTS AND HAS FORMED AN OPINION BASED SOLELY UPON ASSIGNEE'S KNOWLEDGE AND EXPERIENCE AND NOT UPON ANY REPRESENTATIONS OR WARRANTIES BY ASSIGNOR WITH RESPECT TO THE SERVITUDES OR IMPROVEMENTS OR AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE IN CONNECTION WITH THE SERVITUDES OR IMPROVEMENTS, AND ANY

RELIANCE ON OR USE OF THE SAME HAS BEEN AND WILL BE AT ASSIGNEE'S SOLE RISK.

THE SERVITUDES AND IMPROVEMENTS CONVEYED BY OR IN CONNECTION WITH THIS ASSIGNMENT ARE CONVEYED TO ASSIGNEE ON AN AS-IS, WHERE-IS AND WITH ALL FAULTS BASIS. ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVITUDES OR IMPROVEMENTS, THE FITNESS OF THE SERVITUDES OR IMPROVEMENTS FOR ANY PURPOSE OR INTENDED USE, OR THE PRESENCE OR ABSENCE OF APPARENT OR HIDDEN DEFECTS, ALL OF WHICH WARRANTIES ARE HEREBY WAIVED BY ASSIGNEE. ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED ASSIGNEE IN CONNECTION WITH OR AS PART OF THE SERVITUDES OR IMPROVEMENTS AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK. ASSIGNEE FULLY AND COMPLETELY WAIVES ANY AND ALL RIGHTS FOR THE RETURN OF ALL OR ANY PART OF THE PURCHASE PRICE BY REASON OF ANY SUCH DEFECTS. ASSIGNEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND WARRANTY AGAINST REDHIBITORY VICIES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY LOUISIANA CIVIL CODE ARTICLES 2475 AND 2500, OR ANY RIGHTS IT MAY HAVE IN REDHIBITION OR TO A REDUCTION OF THE PURCHASE PRICE PURSUANT TO LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, INCLUSIVE, IN CONNECTION WITH THE SERVITUDES OR IMPROVEMENTS.

This Assignment is made subject to the terms of that certain Purchase and Sale Agreement dated December 20, 2000, by and between Assignor and Assignee. Assignee acknowledges that there may have been spills of wastes, crude oil, petroleum products, produced water, or other materials in the past at or on the Servitudes or in connection with their operation, and tank bottoms, paraffin or other wastes may have been placed at, on or under the Servitudes. In addition, the Servitudes may contain asbestos in piping coating, undisplaced crude oil, coats of lead-based paints, PCB's in transformers, mercury in electrical switches, Naturally Occurring Radioactive Material, and other materials, substances and contaminants. Assignee and its successors and assigns assumes all liability for or in connection with the assessment, remediation, removal, transportation, and disposal of any such materials and associated activities in accordance with all relevant rules, regulations, and requirements of governmental agencies. In addition to Assignee's release or indemnity in the Purchase and Sale Agreement, in this Assignment or in any other agreement executed pursuant to or in connection with the Purchase and Sale Agreement, Assignee agrees as follows:

(A) Assignee, its successors and assigns (hereinafter individually and collectively, "**Assignee Indemnitor**") agree to release, indemnify and hold harmless Assignor, Exxon Mobil Corporation and its Affiliates, and their respective officers, directors, employees, contractors, representatives, successors, and assigns (hereinafter individually and collectively, "**Assignor Indemnatee**") from all Claims (as defined below) asserted against Assignor Indemnatee by any person or entity arising from or related to Assignor Indemnatee's or Assignee Indemnitor's ownership, operation, use, repair, removal, separation or control of the Assets, before or after Closing including, without limitation, performance of Assignee Indemnitor's obligations under the Purchase and Sale Agreement.

(B) Assignee Indemnitor agrees to release, indemnify, defend and hold harmless Assignor Indemnatee from any Claim made against any of the ExxonMobil/Ancon Insurance Policies by or through Assignee Indemnitor or any person subrogated to Assignee Indemnitor's rights for any claims from or related to Assignor Indemnatee's or Assignee Indemnitor's ownership, operation, use, repair, removal, separation or control of the Assets, before or after the effective date of this Assignment including, without limitation, performance of Assignee Indemnitor's obligations under the Purchase and Sale Agreement. This release and indemnity shall cover, without limitation, any claim by an insurer for reinsurance, retrospective premium payments or prospective premium increases attributable to any such Claim.

(C) IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE RELEASES AND INDEMNITIES IN THIS ASSIGNMENT SHALL APPLY TO CLAIMS THAT MAY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR STRICT LIABILITY OF ASSIGNOR INDEMNITEE, WHETHER ACTIVE, PASSIVE, JOINT, CONCURRENT, OR SOLE.

(D) If any provision or provisions of this Assignment, or any portions thereof, should be deemed invalid or unenforceable pursuant to a final determination of any court of competent jurisdiction or as a result of future laws, such determination or action shall be construed so as not to affect the validity or effect any other portion or portions of this Assignment not held to be invalid or unenforceable.

(E) The terms "**Claim**" and "**Claims**" as used in this Assignment shall mean all liability, costs, expenses, claims, demands, fines, penalties, causes of action or other obligation of whatever nature, whether under express or implied contract, at common law or under any applicable law, rule or regulation, including without limitation applicable Environmental Laws (as defined below).

(F) The term "**Environmental Laws**" as used in this Assignment shall mean any and all laws, statutes, regulations, rules, or orders, of any state or federal governmental agency pertaining to the environment whose purpose is to protect the environment or wildlife and that are in effect in any and all jurisdictions in which the Assets are located, including, without limitation, the Clean Air Act, as amended, the Federal Water Pollution Control Act, as amended, the Rivers and Harbors Act of 1899, as amended, the Safe Drinking Water Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, the Resource Conservation and Recovery Act, as amended, the Hazardous and Solid Waste Amendments Act of 1984, as amended, the Toxic Substances Control Act, as amended, the Hazardous Materials Transportation Act, as amended, and the Oil Pollution Act of 1990, as amended.

(G) If any action, suit, proceeding or claim is commenced, or if any claim, demand or assessment is asserted, by a third party in respect of which Assignor is entitled to be indemnified under this Assignment or any other agreement or instrument delivered pursuant or in connection with this Assignment, Assignor may defend against the action, suit, proceeding or claim and with Assignee's written consent, enter into any reasonable compromise or settlement. Assignor may thereafter collect from Assignee the reasonable costs and expenses related to such defense and compromise or settlement, if applicable, including without limitation, attorneys fees, together with the amount paid or owed to such third party pursuant the action, suit, proceeding, claim, demand, compromise or settlement.

This Assignment, all agreements and stipulations herein, and all the obligations herein assumed shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

This Assignment is executed on the dates set forth below the respective signature lines, but shall be effective as of 7:01 a.m., Houston time, on the first day of the month immediately preceding the Closing regardless of the date of execution.

The remainder of this page was left blank intentionally.

EXECUTED IN DUPLICATE ORIGINALS on the dates set forth in the acknowledgments below.

WITNESSES:

C. D. Meun
W. R. Sawyer, Jr.

ASSIGNOR:

ExxonMobil Pipeline Company

By: R. A. Rabinow
Name: Richard A. Rabinow
Title: President
Date: 1/17/01

LAW
Sum

WITNESSES:

Richard E Meek
John H. Lampton

ASSIGNEE:

Magnolia Pipeline Company

By: Lee C. Lampton
Name: Lee C. Lampton
Title: President
Date: 1/17/01

Signature page to that certain Assignment by and between ExxonMobil Pipeline Company and Magnolia Pipeline Company effective as of January 18, 2001.

00767

STATE OF TEXAS

§
§
§

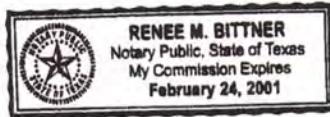
COUNTY OF HARRIS

This instrument was acknowledged before me, a Notary, on January 17, 2001, by Richard A. Rabinow, President of ExxonMobil Pipeline Company, a Delaware corporation, on behalf of said corporation and in the presence of the undersigned witnesses.

WITNESSES:

C. D. Meun ExxonMobil Pipeline Company

W. A. Sawyer, Jr.
By: R. A. Rabinow
Name: Richard A. Rabinow
Title: President



Renee M Bittner
NOTARY PUBLIC

My commission expires: 02/24/2001

STATE OF TEXAS

§
§
§

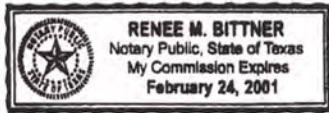
COUNTY OF HARRIS

This instrument was acknowledged before me, a Notary, on January 17, 2001, by Lee C. Lampton, President of Magnolia Pipeline Company, an Arkansas corporation, on behalf of said corporation and in the presence of the undersigned witnesses.

WITNESSES:

Richard E. Meeks Magnolia Pipeline Company

John A. Warren
By: Lee C. Lampton
Name: Lee C. Lampton
Title: President



Renee M Bittner
NOTARY PUBLIC

My commission expires: 02/24/2001

EXHIBIT "A"

Red Chute Jct. - Finney
Caddo Parish, Louisiana

<u>Tract No.</u>	<u>Date</u>	<u>Grantor</u>	<u>Recording Data Bk./No.</u>	<u>Description</u>
	5/15/56	L. A. New	E#131316	Part of Sec. 11, T23N,R15W
	7/8/53	Frederick F. Webb, Jr., et al	Bk 691, P 698	Lands in Sections 10, 11, 13,14 and 15,
	10/14/80	John C. Webb, Jr.	E#848270 Bk 1818, P 330	Lands in Sections 10, 11, 13, 14 and 15, T16N, R13W. Valve Site
	8/20/53	Board of Commissioners Caddo Levee District	Not Recorded	To cross Red River West Levee
	8/21/63	Louisiana Dept. of Highways	Not Recorded	Sec. 3, T16N, R13W. Permit #27060, SH-20
	9/2/53	Texas & Pacific Railway Co.	Not Recorded	Lease No. 18558, Sec. 11, T16N, R13W
	5/18/53	H. D. Busbey	Bk 692, P 209	Part of Sec. 14, T16N, R13W
	8/13/53	Caddo Parish Police Jury	Not Recorded	Sec. 3, T16N, R13W
	6/22/53	Cecilia L. Ellerbee	Bk 692, P 257	Part of Sec. 14, T16N, R13W
	8/30/54	U. S. Corps of Engineers	Not Recorded	Permit to cross Bayou Pierre. No. LMNKD 800.6 (Bayou Pierre) 8. Sec.14, T16N, R13W.
	10/22/53	Caddo Parish Levee District	Not Recorded	Permit granted to cross Bayou Pierre, Sec. 14, T16N, R13W
	6/29/53	R. M. L. Jeter	Bk 691, P 701	Parts of Sections 14 and 23, T16N, R13W
	5/30/53	Mrs. Joicy S. Harmon	Bk 692, P 211	Parts of Sec. 23, T16N, R13W
	9/24/74	Susan Felice Linam Kilgo	E#638049 Bk 1468, P 729	A 50' wide strip over and across a portion of a 75.3 acre tract conveyed to Susan Felice Linam Kilgo by instrument dated February 20, 1973, recorded in Registry #58561, official records, Caddo Parish, Louisiana

00769

1472170

C 3042

RIGHT-OF-WAY AGREEMENT

RECORDED
IN BOOK 16
PAGE 106
MAY 16 1 06 PM '95
W. J. COOLEY
CLERK & RECORDER

STATE OF LOUISIANA

PARISH OF CADDO

KNOW ALL MEN BY THESE PRESENTS that:

JOHN CREIGHTON WEBB, JR., husband of Marianne W. Webb, and a resident of Caddo Parish, Louisiana, whose mailing address is 1372 Leonard Road, Shreveport, Louisiana 71115, owning an undivided interest in the property herein.

HELEN WEBB COOLEY, a widow, and a resident of Nueces County, Texas, whose mailing address is 4634 Quincy, Corpus Christi, Texas 78411, owning an undivided interest in the property herein.

AZALIE WEBB CRAIN, wife of George L. Crain, Sr., and a resident of Lafayette Parish, Louisiana, whose mailing address is 106 Canterbury Road, Lafayette, Louisiana, 70501, owning an undivided interest in the property herein.

AZALIE CRAIN HOLLAND, wife of Lawrence William Holland, and a resident of Harris County, Texas, whose mailing address is 2345 Bering Drive, Apt. 746, Houston, Texas 77057, owning an undivided interest in the property herein.

GEORGE CRAIN JR., divorced from Jamie Owen Crain, and a resident of Lafayette Parish, Louisiana, whose mailing address is 625 Rose Lawn Boulevard, Lafayette, Louisiana 70503, owning an undivided interest in the property herein.

LUCILLE WEBB DAY, wife of Phillip George Day, Sr., and a resident of Caddo Parish, Louisiana, whose mailing address is 237 Pennsylvania, Shreveport, Louisiana 71105, owning an undivided interest in the property herein.

ANDREW WEBB DAY, husband of Brigitte M. Day, and a resident of Harris County, Texas, whose mailing address is 7334 Wovenwood Lane, Houston, Texas 77041, owning an undivided interest in the property herein.

JOHN WOODS DAY, divorced from Rosemary Estes Day, and a resident of Walker County, Texas, whose mailing address is 3349 Pine Grove, Huntsville, Texas 77340, owning an undivided interest in the property herein.

PHILLIP GEORGE DAY, JR., husband of Rose Hubley Day, and a resident of Humble County, Texas, whose mailing address is 4018 Brookshadow Drive, Kingswood, Texas 77345, owning an undivided interest in the property herein.

hereinafter called "GRANTOR", for and in consideration of the sum of Ten and No/100 Dollars and other valuable considerations (\$10.00 & OVC), cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, sell, and convey unto:

CADDO-BOSSIER PARISHES PORT COMMISSION,

hereinafter referred to as "GRANTEE", its successor and assigns, the right to lay, construct, maintain, inspect, repair, operate, remove, replace, or abandon one (1) - 18" or less, sanitary sewerage pipeline, one (1) - 30" or less, potable water pipeline, and one (1) - 10" or less, natural gas (methane) pipeline for the transportation of potable water and sanitary sewerage and natural gas (methane), which can be transported through the pipelines, under and across a certain tract of land situated in Caddo Parish, Louisiana, to-wit:

1472170

TRACT P-10:

A certain parcel of land required for permanent utility servitude, located in Section 14, Township 16 North, Range 13 West, Caddo Parish, Louisiana, and being further described as a portion of Tax Assessor's GEO Number 161310-001-0004 and being more particularly described as follows:

Beginning at the most northeasterly corner of Vendor's property, said point being on the southerly line of the Texas and Pacific Railroad; run thence South 00° 36' 57" West a distance of 63.25 feet; run thence North 51° 21' 54" West a distance of 41.39 feet; run thence North 56° 33' 11" West a distance of 392.20 feet; run thence 61° 01' 24" West a distance of 91.45 feet; run thence North 89° North 41' 24" East a distance of 104.23 feet to the south right of way line of the Texas and Pacific Railroad; run thence along said right of way line in a southeasterly direction a distance of 403.10 feet to the point of beginning, containing 0.53 acres, more or less.

TRACT P-12:

A certain parcel of land required for permanent utility servitude, located in Section 10, Township 16 North, Range 13 West, Caddo Parish, Louisiana, and being further described as a portion of Tax Assessor's GEO Number 161310-001-0004 and being more particularly described as follows:

Beginning at the most northwesterly corner of Vendor's property, said point being on the southerly line of the Texas and Pacific Railroad; Run thence along said southerly line the following courses and distances: South 36° 48' 26" East a distance of 1,041.86 feet; South 37° 42' 41" East a distance of 710.50 feet to the point of curvature of a curve to the left, said curve having a radius of 1,860.00 feet; Run thence along said curve and southerly line a distance of 930.44 feet; South 58° 17' 40" East a distance of 153.37 feet; South 61° 06' 38" East a distance of 206.95 feet; South 64° 20' 13" East a distance of 533.67 feet; South 25° 46' 37" West a distance of 25.00 feet; South 64° 43' 38" East a distance of 1,300.03 feet; North 25° 46' 56" East a distance of 25.00 feet and South 64° 42' 23" East a distance of 2,066.01 feet to Vendor's southerly property line; Thence leaving said southerly railroad right of way line run South 54° 24' 04" West along Vendor's southerly property line a distance of 56.45 feet; Run thence North 64° 42' 07" West a distance of 1,582.99 feet; Run thence North 64° 48' 27" West a distance of 405.99 feet; Run thence South 25° 46' 56" West a distance of 25.00 feet; Run thence North 64° 43' 44" West a distance of 1,400.03 feet; Run thence North 25° 46' 37" East a distance of 25.00 feet; Run thence North 64° 41' 50" West a distance of 375.96 feet; Run thence North 62° 55' 04" West a distance of 109.68 feet; Run thence North 61° 06' 38" West a distance of 208.97 feet; Run thence North 58° 17' 40" West a distance of 151.10 feet to the point of curvature of a curve to the right, said curve having a radius of 1,910 feet; Run thence along said curve a distance of 951.90 feet; Run thence North 37° 42' 05" West a distance of 711.09 feet; Run thence North 36° 47' 48" West a distance of 1,042.09 feet; Run thence North 53° 14' 28" East a distance of 50.00 feet to the point of beginning, containing 8.00 acres, more or less.

The right-of-way herein granted shall have such dimensions and shall be located as shown on the drawing marked Exhibit "B", attached hereto and made a part hereof.

Grantor further grants and conveys unto Grantee the full and unrestricted right of ingress and egress on, over, across and through the above-described right-of-way for all purposes necessary or incidental to the exercise of all rights herein granted, but except for emergency repairs, said ingress and egress shall be strictly limited to the right of way hereinabove described.

It is hereby understood that the above consideration includes full payment, settlement and satisfaction for all detriment and damages to grantor of whatever nature and character, including actual damages to growing crops, which may occur upon the construction right-of-way, as a result of or incident to, or in connection with the construction of the pipelines, but does not include off right-of-way damages.

Grantor reserves the right to use and enjoy the above described land except as may be necessary for the purposes herein granted, provided Grantor shall not interfere with nor obstruct Grantee in the exercise of its rights hereunder, and shall not construct nor permit to be constructed any house, structure, reservoir or other obstruction or excavation and shall not substantially change the cover over the pipeline on, over or within the permanent right-of-way and easement.

Grantee agrees to restore the right-of-way to its former condition as nearly as practicable.

Grantee shall have the right to clear, and keep cleared, all trees, undergrowth and other obstructions from the right-of-way, and after the pipelines have been installed, Grantee shall not be liable for damages for clearing trees and undergrowth from the right-of-way.

Grantor grants no warranty of title and no recourse, even as to the return of the amounts paid herewith for the right-of-way purchased and crop damages.

Grantee agrees that before severing or cutting fences of Grantor at each point where same are to be severed or cut, it will staunchly crossbrace the top panels, the one immediately on either side of the point of said fence or fences. Grantee also agrees that such fences as have been cut will be closed at all times except when construction work necessitates an opening therein.

Grantee further agrees that during construction it shall install culverts where necessary for passage of water or for irrigation and/or drainage when such culverts have been made necessary by the operations of Grantee, all at Grantee's cost and expense.

Any private road or roads or headlands of Grantor which are cut by Grantee shall be made available for passage as soon as possible and shall be compacted to 95 modified proctor to a distance 25' either side of and including the existing road.

Grantee further agrees that it shall be responsible for all damages, whether personal injuries, property damages, or crop damages (excluding damages to crops on right of way which have already been compensated therefor), which may occur as a result of Grantee's action or negligence, including strict liability, during its construction, operation, repair or removal of the pipelines contemplated herein, and to hold Grantor harmless from all said suits, claims or expenses, including attorney's fees in connection therewith, and whether such damages be sustained during or after construction of said pipelines. In addition, Grantee agrees to hold Grantor harmless from any and all demands, claims, causes of action or expenses, including attorney's fees which may occur as a result of Grantee's actions or negligence during its construction, operation, repair or removal of said pipelines, in connection with Statewide Order 29-B of the Office of Conservation, Department of Natural Resources, State of Louisiana; the Louisiana Environmental Quality Act; the Louisiana Abandoned Oilfield Waste Site Law; the Comprehensive Environmental Response, Compensation and Recovery Act; the Superfund Amendments and Reauthorization Act of 1986; the Toxic Substance Control Act; if applicable, and/or any other federal, state or local law, ordinance, rule, regulation, order, decree, penalty or requirement concerning, affecting, regulating or involving hazardous, toxic or harmful substances or the environment.

Grantee agrees and guarantees to hold Grantor harmless from any loss, damage or expense including attorney's fees occasioned to others or the property of others by or because of the construction of the pipelines or the use of the rights herein granted.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted or any of them shall be used by or be useful to Grantee for the purposes herein granted with ingress and egress on the right-of-way for the purpose of construction, inspecting, repairing, maintaining, and replacing the property of Grantee herein described and the removal of same at will, in whole or in part.

This grant of right-of-way is limited to three pipelines, one of no greater size than one (1) - 18" sanitary sewer, one (1) - 30" potable water, and one (1) - 10" natural gas (methane).

Grantee hereby agrees to bury the pipeline to a depth of not less than sixty (60") inches, that is, the top of the pipeline in question will not be less than sixty (60") inches below the surface of the ground, so as not to interfere with the cultivation of the soil, and to a depth of not less than eight (8') feet below the bottom of any major canal, or ditches crossed by said pipelines and shall maintain said depth for the life of this agreement. Any and all ditches, canals, roads, etc, that are crossed by Grantee shall be returned to as near their former condition as possible as soon as practicable upon completion of said pipelines.

It is clearly understood between the parties hereto that the servitude herein granted is for the construction and maintenance of three pipelines, and no above-ground appurtenances except as indicated on the attached plats, provided however that the man holes for the water valves indicated on the attached plat shall be at grade and except pipeline markers and vent pipes, and these shall be placed only on exterior boundary lines and at road crossings.

Grantee hereby agrees that all trenches which are excavated shall be refilled as soon as possible. After refilling the trenches, they should be firmly tamped, packed and leveled. In the event settling occurs an ruts, trenches, or other indentations occur within twelve (12) months of the termination of construction, Grantee agrees to restore the area promptly to the proper level if so requested by Grantor. Grantee further agrees that any levees or other embankments which are cut shall be refilled, firmly tamped, packed and leveled.

Grantee agrees that all roads, headlands, bridges, drainage ditches and canals, fences and other improvements which may be disturbed by the construction or maintenance of said pipelines shall be restored to as near their original condition as possible as soon as practicable under prevailing circumstances.

Grantor shall have the right to place along, across and over said right-of-way and easement as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, and telephone lines, and any and all other utilities as said Grantor may desire. However, that if the same is placed along, as distinguished from across said easement, they shall not be placed within ten (10') feet of pipelines of Grantee.

During construction Grantee shall construct at its expense, where necessary, vehicular crossings over and across the right-of-way for Grantor's use in crossing from one side of the right-of-way to the other with farm implements and machinery such as tractors, combines, cotton pickers, trucks, discs, etc.

In the construction, maintenance and operation of the pipeline, Grantee agrees to comply with all regulations, including environmental, and directives of state and federal agencies having authority in the premises.

Grantee expressly agrees that following construction, and for a period of two (2) years, should any of Grantor's farm equipment or machinery become bogged down or be damaged, or both, while traversing the right-of-way then Grantee shall cooperate to the

fullest extent with Grantor in remedying the situation and/or repairing the damage or both.

The right-of-way herein granted is subject to any existing mineral or agricultural leases, pipeline rights-of-way, electric line rights-of-way or other existing servitude. Grantee shall be responsible for any and all changes caused to any mineral or agricultural lease(s).

It is further expressly understood and agreed between the parties hereto that the right-of-way herein granted is solely for the purpose set out in this instrument and is not a conveyance of the fee title and it is further expressly understood and agreed that title to the lands described hereinabove will remain vested in Grantor, its successors or assigns, and the exercise of this servitude will in no way cause prescription against Grantor's ownership of the property.

This agreement may be executed in any number of counterparts with the same force and effect as if there were only one single instrument. If counterparts of this agreement are executed, the signature and acknowledgements of the parties as affixed thereto may be combined in and treated and given effect for all purposes as a single instrument.

TO HAVE AND TO HOLD unto Grantee, its successors, or assigns, until abandonment of the pipelines to be constructed on the right-of-way herein granted.

The right of way herein granted shall not be sold, assigned, donated or transferred without the prior written consent of the Grantor, such consent may not be unreasonably withheld. The Grantor agrees that the water and sewerage pipelines may be assigned or donated to the City of Shreveport.

IN TESTIMONY WHEREOF, Grantor has executed this grant of right-of-way in the presence of the undersigned competent witnesses, at Shreveport, Caddo Parish, Louisiana, on this 11 day of May, 1995.

WITNESSES:

CADDO - BOSSIER PARISHES PORT COMMISSION

[Signature]

By: [Signature]

[Signature]

Date: 5-11-95

[Signature]

[Signature]
JOHN CREIGHTON WEBB, JR., Grantor

[Signature]

Date: 5-4-95

HELEN WEBB COOLEY, Grantor
Date: _____

AZALIE WEBB CRAIN, Grantor
Date: _____

AZALIE CRAIN HOLLAND, Grantor
Date: _____

GEORGE CRAIN, JR., Grantor
Date: _____

LUCILLE WEBB DAY, Grantor
Date: _____

ANDREW WEBB DAY, Grantor
Date: _____

JOHN WOODS DAY, Grantor
Date: _____

PHILLIP GEORGE DAY, JR., Grantor
Date: _____

STATE OF Louisiana

PARISH/COUNTY OF Ladde

BE IT KNOWN: That on this the 11 day of May, 1995, before me, the undersigned Notary Public duly commissioned and qualified according to law and holding office and acting in and for the above named ~~Parish/County~~ and State, personally came and appeared Richard A Nauce to me well known, who, being first ~~duly~~ sworn, deposed and said on oath: That affiant is one of the attesting witnesses to the signature(s) of W Ben Helm named in the above and foregoing instrument; that the said parties signed same as their own true and voluntary act on the day and date therein mentioned, in the presence of the witnesses therein named and for the purposes and considerations therein set forth and expressed; and that the signatures of said parties, of affiant and of the other attesting witness are true and genuine.

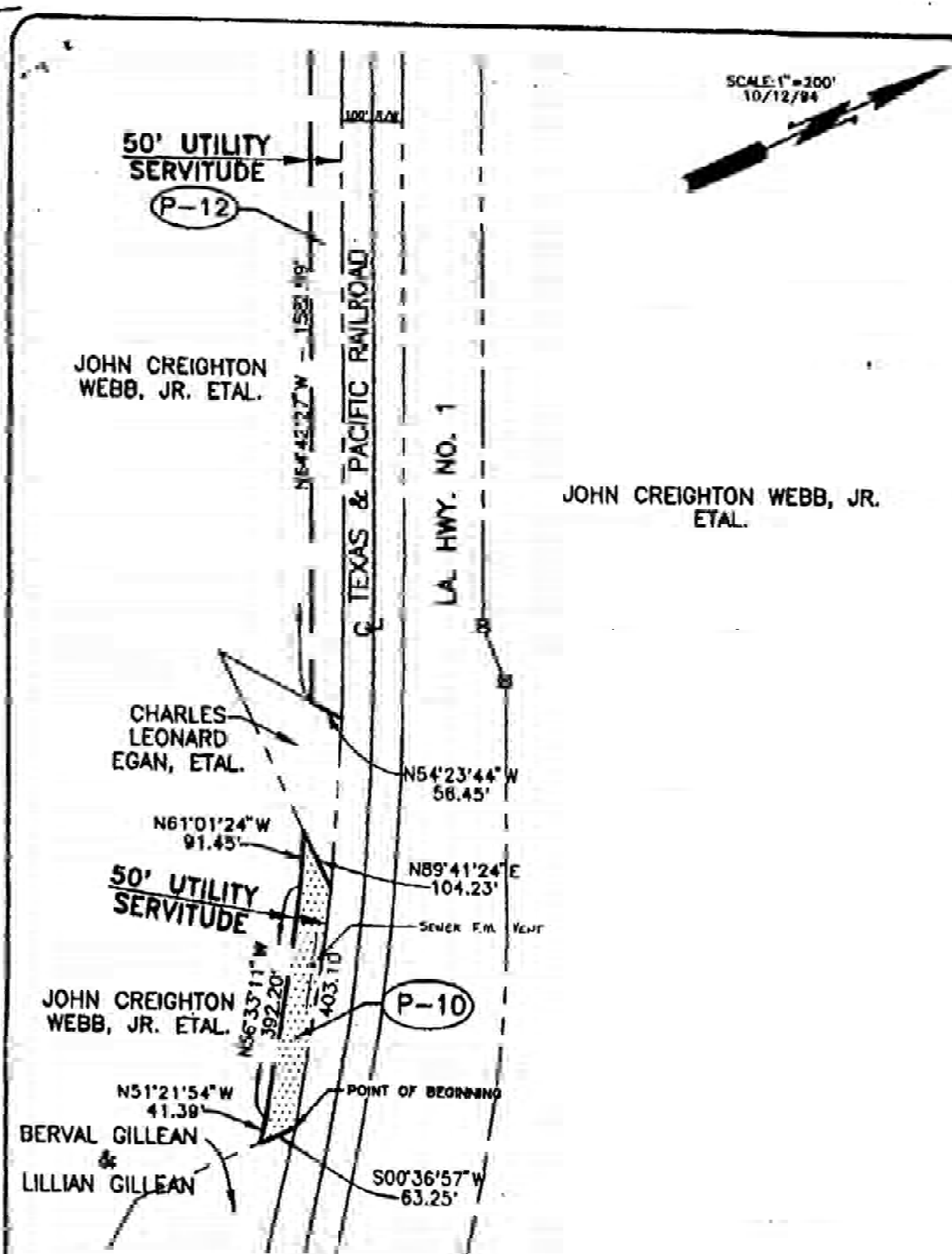
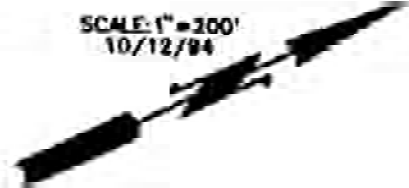
[Signature]
Richard A. Nauce

Sworn to and subscribed before me on the day and date first above written.

[Signature]
Notary Public in and for Ladde
Parish/County, State of Louisiana

My Commission is for Life

SCALE: 1" = 300'
10/12/94



UTILITY SERVITUDE

FOR
CADDO-BOSSIER
PORT COMMISSION
LOCATED IN SECTION 14
T16N-R13W, CADDO
PARISH, LOUISIANA

JOHN CREIGHTON WEBB, JR. ETAL.
PARCEL NO: P-10

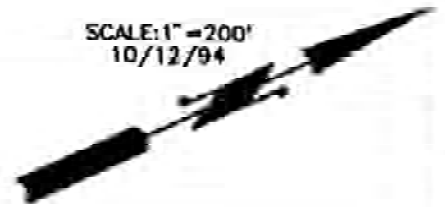
REQUIRED PERMANENT UTILITY SERVITUDE: 0.53 ACRE



Charles G. Coyle

MATCH TO SHEET 2 OF 4

SCALE: 1" = 200'
10/12/94



50' UTILITY
SERVITUDE

(P-12)

SEWER F.U. VENT

JOHN CREIGHTON
WEBB, JR. ETAL.

N64°42'07"W - 1582.99'
S64°42'23"E - 2066.01'

TEXAS & PACIFIC RAILROAD

LA. HWY. NO. 1

JOHN CREIGHTON WEBB, JR.
ETAL.

CHARLES
LEONARD
EGAN, ETAL.

N81°01'24"W
91.45'

50' UTILITY
SERVITUDE

S54°24'04"W
56.45'

N89°41'24"E
104.23'

JOHN CREIGHTON
WEBB, JR. ETAL.

N56°33'11"W
392.20'

(P-10)

N51°21'54"W
41.39'

BERVAL GILLEAN
&
LILLIAN GILLEAN

N00°36'57"W
63.25'

UTILITY SERVITUDE

FOR
CADDO-BOSSIER
PORT COMMISSION
LOCATED IN SECTION 10
T16N-R13W, CADDO
PARISH, LOUISIANA

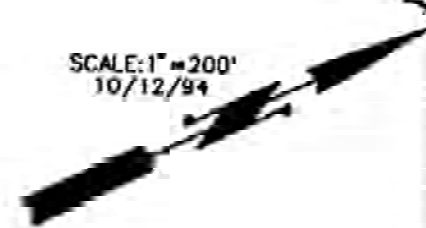


JOHN CREIGHTON WEBB, JR. ETAL.
PARCEL NO: P-12
REQUIRED PERMANENT UTILITY SERVITUDE: 8.00 ACRE

Charge

MATCH TO SHEET 3 OF 4

SCALE: 1" = 200'
10/12/94



JOHN CREIGHTON WEBB, JR. ETAL

50' UTILITY SERVITUDE

P-12

TEXAS & PACIFIC RAILROAD

JOHN CREIGHTON WEBB, JR. ETAL

N25°46'56"E - 25.00'

S25°46'56"W
25.00'

N64°48'27"W
405.89'

LA. HWY. NO. 1

SEWER F.M. VENT

1582.85'

N64°42'27"W

100' R/W

MATCH TO SHEET 1 OF 4

UTILITY SERVITUDE

FOR
CADDO-BOSSIER
PORT COMMISSION
LOCATED IN SECTION 10
T18N-R13W, CADDO
PARISH, LOUISIANA



JOHN CREIGHTON WEBB, JR. ETAL.

PARCEL NO: P-12

REQUIRED PERMANENT UTILITY SERVITUDE: 8.00 ACRE

Charles G. Coyle

MATCH TO SHEET 4 OF 4

JOHN CREIGHTON WEBB, JR. ETAL.

SCALE: 1"=200'
10/12/94



P-12

N58°17'40"W
151.10'

CH=NS 1' 59' 20" W
L=51.90' T=486.05' R=1910.00'
L=930.44' R=1860.00'

LA. HWY. NO. 1

SEWER F.M. VENTS

S58°17'40"E
153.37'

JOHN CREIGHTON WEBB, JR.
ETAL.

M. SC. 90.19N
208.97'
N61°06'38"E
206.95'

N62°55'04"W
109.68'

50' UTILITY
SERVITUDE

561°06'38"E
533.67'

TEXAS & PACIFIC RAILROAD

N25°46'37"E
25.00'

JOHN CREIGHTON WEBB, JR. ETAL.

N64°41'50"W
375.96'

S25°46'37"W
25.00'

N64°43'44"W
1400.03'

MATCH TO SHEET 2 OF 4

UTILITY SERVITUDE

FOR
CADDO-BOSSIER
PORT COMMISSION
LOCATED IN SECTION 10
T16N-R13W, CADDO
PARISH, LOUISIANA



JOHN CREIGHTON WEBB, JR. ETAL.

PARCEL NO: P-12

REQUIRED PERMANENT UTILITY SERVITUDE: 8.00 ACRE

Charles G. Coyle

JOHN FRANKS &
MILTON WILLIAMS

N53°14'28" E
50.00'

100' R/W
POINT OF BEGINNING

NO. 1 3/4
1.000

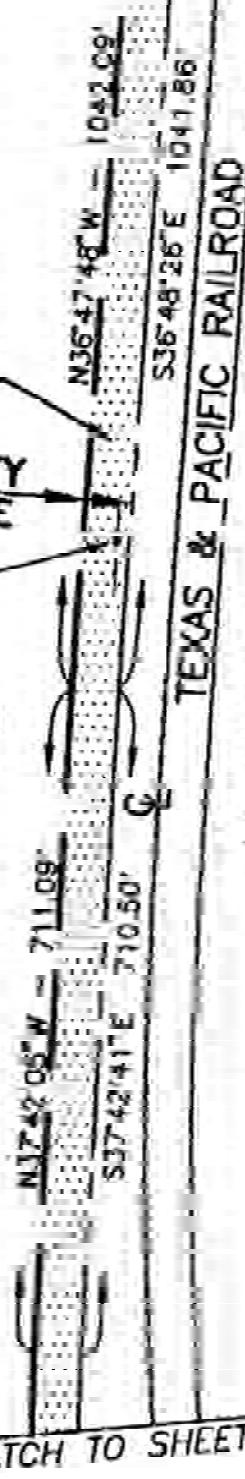
SCALE: 1" = 200'
10/12/94



P-12
50' UTILITY
SERVITUDE

SEWER F.M. VENT

JOHN CREIGHTON
WEBB, JR. ETAL.



JOHN CREIGHTON WEBB, JR.
ETAL.

MATCH TO SHEET 3 OF 4

UTILITY SERVITUDE

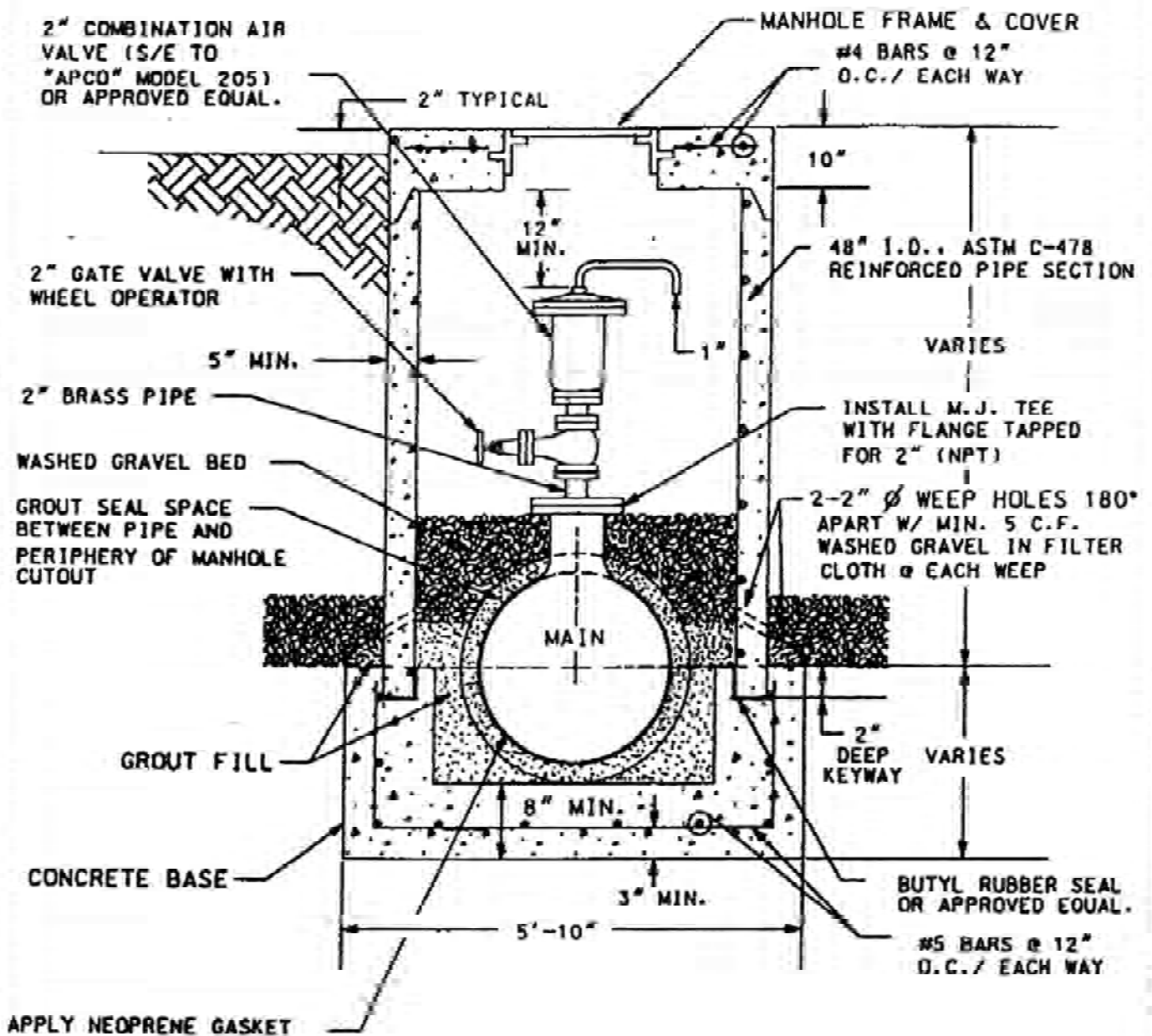
FOR
CADDO-BOSSIER
PORT COMMISSION
LOCATED IN SECTION 10
T16N-R13W, CADDO
PARISH, LOUISIANA



JOHN CREIGHTON WEBB, JR. ETAL.

PARCEL NO: P-12

REQUIRED PERMANENT UTILITY SERVITUDE: 8.00 ACRE



NOTE:

1. APPLY BURLAP OR MIN. 8 MIL. TAR PAPER AROUND WATER MAIN BEFORE GROUTING.
2. MAINS GREATER THAN 20" NOMINAL DIMENSION SHALL REQUIRE SPECIAL DESIGN.

AIR RELEASE VALVE DETAIL	WV-4
DEPARTMENT OF PUBLIC WORKS	
CITY OF SHREVEPORT, LOUISIANA	

AN AGREEMENT

STATE OF LOUISIANA,
PARISH OF CADDO.

801767 M.C. X

801767

BE IT KNOWN that JOHN CREIGHTON WEBB, JR. et al
Tract #5, Partition Reg. #793201.

owner(s) of the property hereinafter described, hereby grant(s), convey(s)
and transfer(s) to the City of Shreveport, the right to completely install
A 36" Sanitary Sewer Force Main
on the property hereafter described as:

- A 15 ft. wide permanent easement lying within a tract of land in Section 10, T16N R13W, Caddo Parish, Louisiana, as shown on the attached plat.
- Also a 30 ft. wide temporary construction easement on both sides the above described permanent easement.

FILED & RECORDED
CADDOPARISH, LA.
JUL 19 2 48 PM '79
Deputy Clerk Recorder

The location of this installation is further shown on the drawings attached hereto and which are made a part of this Agreement. All of the work is to be done under the supervision of the Superintendent of the Department of Water Utilities or authorized engineers of the City of Shreveport.

Be it further provided that the authorized personnel of the City of Shreveport and/or its contractors shall have the right to enter the above described property at anytime for the purpose of making repairs, alterations, and tests necessary in connection with the operation of this line.

The City of Shreveport agrees to be responsible for the restoration of all excavations or alterations necessary in the prosecution of this work and to replace the ground surface, as far as it is practicable, to its original condition. The City of Shreveport further agrees to indemnify the property owner(s) of the described property and any subsequent property owner(s) from all claims resulting from injuries to persons or damages caused to existing improvements or to improvements subsequently placed on the property, or for damages to the property itself connected with the right herein conferred. Nothing contained herein shall be construed to mean that the City is to be held responsible for a depreciation in value of the described property occasioned by the existence of the water or sanitary sewer main or easement on or through the property.

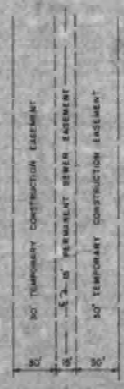
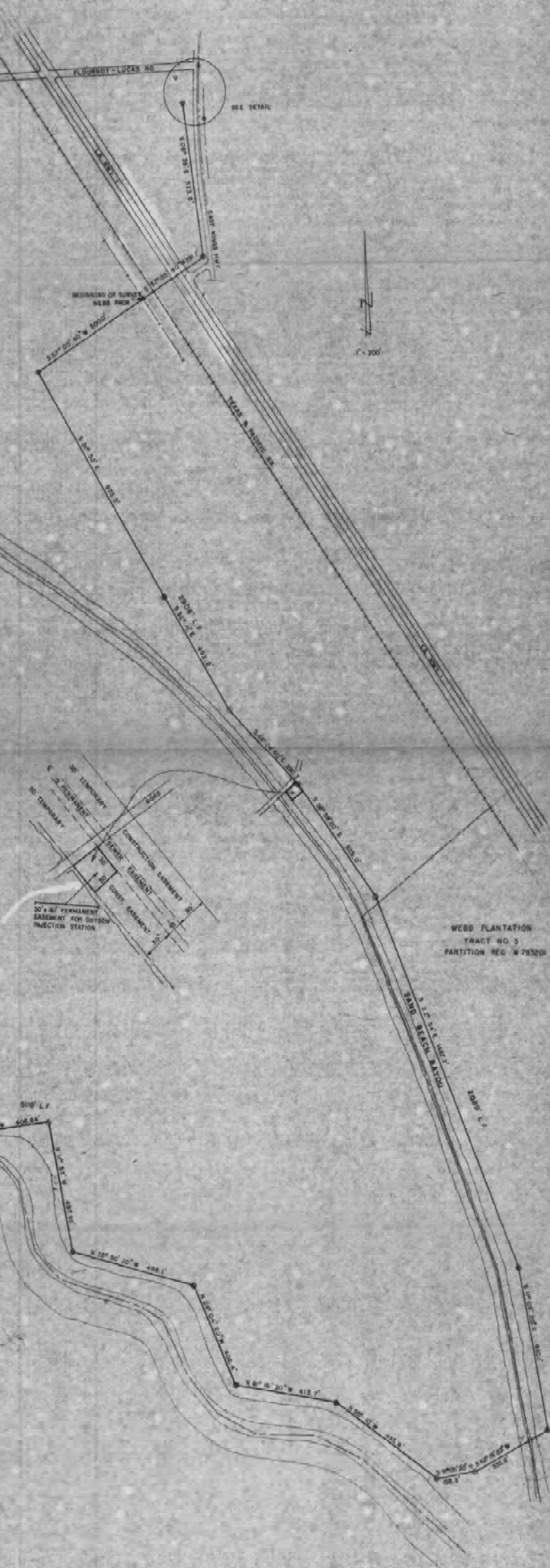
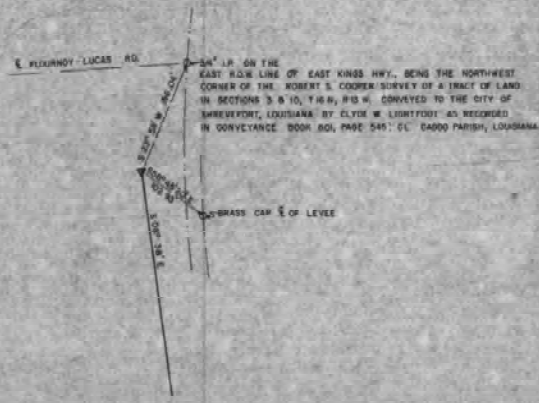
This Agreement made and entered into this 12th day
of June 1979

WITNESSES:
Frank P. [Signature]

John Creighton Webb, Jr.
John Creighton Webb, Jr.

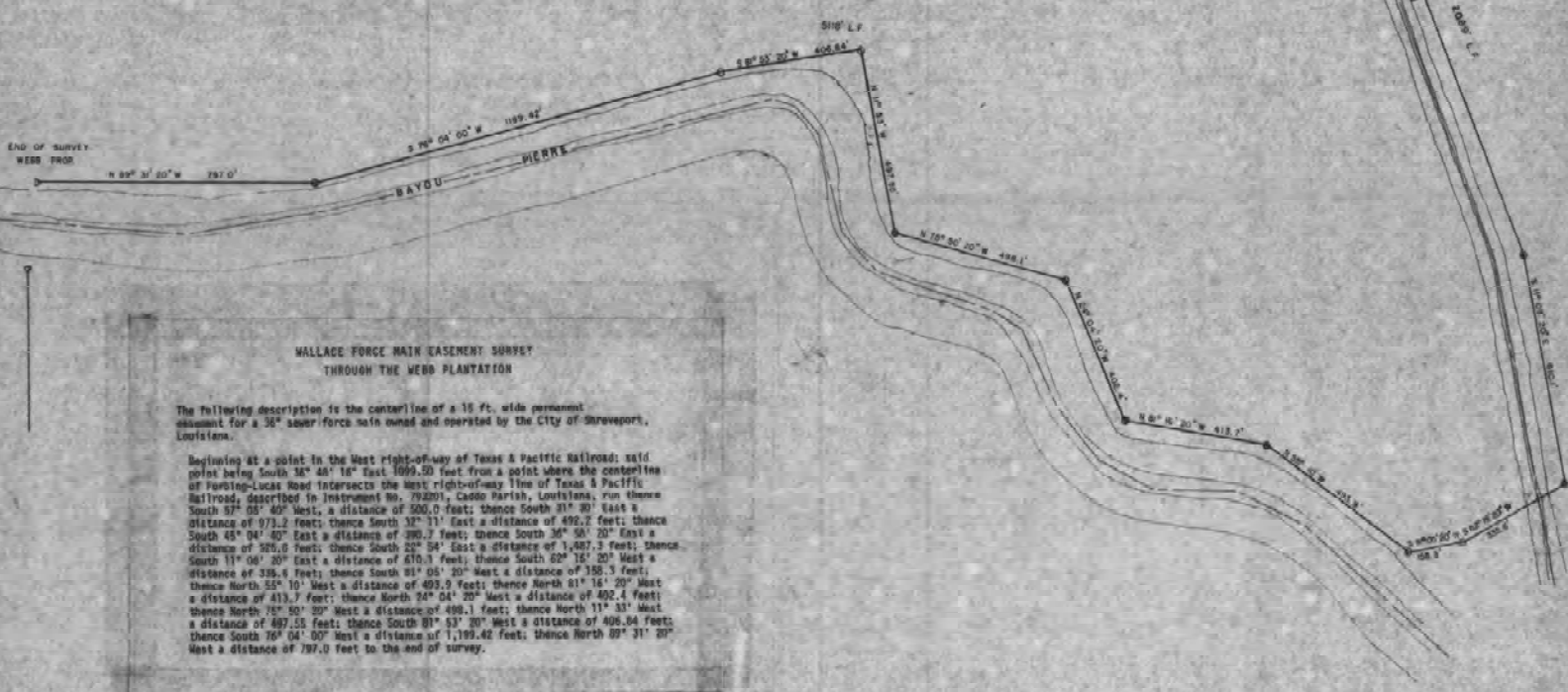
Thomas E. [Signature]

CITY OF SHREVEPORT:
[Signature]
MAYOR



WEBB PLANTATION
TRACT NO. 4
PARTITION REG. N. 793201

WEBB PLANTATION
TRACT NO. 5
PARTITION REG. N. 793201



672440

M. C. +

Exhibit "B"
ACT OF CONVEYANCE

FILED & RECORDED
CADDOPARISH, LA.
Dec 30 12 16 PM '75
M. C. +
NOTARY CLERK & RECORDER

672440

STATE OF LOUISIANA
PARISH OF CADDO

BE IT KNOWN That before me, the undersigned authority, a Notary Public duly commissioned and qualified in and for the said state and parish, therein residing, and in the presence of the undersigned witnesses, personally came and appeared:

FALCO, INC. OF DELAWARE, a Delaware Corporation with its permanent mailing address at Post Office Box 108, Shreveport, Louisiana 71161, herein represented by Clair S. Smith, Jr., its Executive Vice President, duly authorized to act herein as shown by a certified copy of a resolution of its Board of Directors annexed to and made a part hereof, hereinafter referred to as SELLER,

A N D

J-W OPERATING COMPANY, a Texas Corporation with its permanent mailing address at 518 Praetorian Building, Dallas, Texas 75201, herein represented by Howard G. Westerman, its President, duly authorized to act herein as shown by a certified copy of a resolution of its Board of Directors annexed to and made a part hereof, hereinafter referred to as BUYER,

who declared that by these presents, SELLER does hereby GRANT, BARGAIN, ASSIGN, SET OVER, TRANSFER and DELIVER unto BUYER, and BUYER does hereby PURCHASE and ACCEPT the property described in Exhibit "A" attached hereto and made a part hereof.

The parties hereto recognize and agree that this conveyance is made by SELLER without any warranties, guarantees or representations, express or implied, as to the validity, adequacy or merchantability of SELLER's rights, title and interests in and to the subject property, and BUYER agrees to accept the same "as is," and without any warranties, guaranties or representations, from SELLER, of whatsoever nature, except as provided in Section 7 of that certain Buy and Sell Agreement executed by and between SELLER and BUYER on July 11, 1975.

This conveyance is made for and in consideration of the sum of NINE HUNDRED THOUSAND AND NO/100 (\$900,000.00) DOLLARS cash, the receipt and sufficiency of which is hereby acknowledged.

BUYER hereby agrees that at all times hereafter, the property described in Exhibit "A" shall be used solely and exclusively for the transportation of natural gas, gas condensate, and other hydrocarbons and liquids produced with natural gas from a natural gas well, as defined by the Louisiana Department of Conservation, connected directly or by a pipeline gathering system to the 6" Pipeline described in Exhibit "A", and casinghead gas, and further that the said 6" Pipeline shall not be used for any other purpose without the express written and prior approval of SELLER. BUYER further agrees that the foregoing limitation on

the use of the said property shall constitute a continuing valid covenant, binding upon BUYER, its successors and assigns, and in the event BUYER sells or otherwise transfers or disposes of the property described in Exhibit "A", voluntarily or involuntarily, to any party other than SELLER, BUYER shall include in such conveyance the binding covenant that the said property shall be used solely and exclusively for the transportation of natural gas, gas condensate, and other hydrocarbons and liquids produced with natural gas from a natural gas well, as defined by the Louisiana Department of Conservation, connected directly or by a pipeline gathering system to the said 6" Pipeline, and casinghead gas, and that any subsequent conveyance to any party other than SELLER (Falco, Inc. of Delaware) shall likewise include said covenant.

BUYER agrees to assume and pay the ad valorem taxes due on the property described in Exhibit "A".

This conveyance shall be binding upon the parties hereto, their respective successors and assigns.

The certificate of mortgages is hereby waived by the parties.

THUS DONE AND PASSED, in the presence of the under-
signed witnesses and me, the undersigned Notary Public, in and
for Caddo Parish, Louisiana, at Shreveport, Louisiana, this
30th day of December, 1975.

WITNESSES:

Dewey W. Corley
Dewey W. Corley

Byrd Hamilton
Byrd Hamilton

Loye P. Miller
Loye P. Miller

Sterling P. Randolph
Sterling P. Randolph

FALCO, INC. OF DELAWARE, Seller

By Claire S. Smith
Claire S. Smith
Executive Vice President

J-W OPERATING COMPANY, Buyer

By Howard G. Westerman
Howard G. Westerman
President

Michael R. [Signature]
NOTARY PUBLIC in and for
Caddo Parish, Louisiana

FALCO, INC. OF DELAWARE

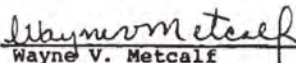
CERTIFICATE

The undersigned, being the duly elected and serving Secretary of Falco, Inc. of Delaware (the "Company"), a Delaware Corporation, hereby certifies that the resolution set forth below was duly adopted by the Directors of the Company as of July 7, 1975:

RESOLVED, that the Company shall sell and convey unto J-W Operating Company, a Texas Corporation, for a price of NINE HUNDRED THOUSAND AND NO/100 (\$900,000.00) DOLLARS cash, the 6-5/8" pipeline system which runs in a northeasterly direction from the Exxon Pipeline Company's Finney Station in Sections 22, 23, 26 and 27, Township 16 North, Range 13 West, to its intersection with the Texas and Pacific Railway Company right-of-way near the Friendship Church in Section 11, Township 16 North, Range 13 West, and then along the Texas and Pacific Railway Company right-of-way in a northwesterly direction to the Atlas Processing Company Plant in Section 15, Township 17 North, Range 15 West, all in Caddo Parish, Louisiana.

FURTHER RESOLVED, that Clair S. Smith, Jr., Executive Vice President of the Company is hereby authorized and directed to execute and deliver, on behalf of the Company, a Buy and Sell Agreement with J-W Operating Company, in such form and containing such provisions as he shall deem appropriate, for the sale and conveyance of the above described 6-5/8" pipeline system, and to take or cause to be taken all actions which he shall deem necessary and proper to accomplish the purposes of that Agreement including execution of an Act of Sale, Escrow Agreement, and any and all other instruments, agreements, authorizations or documents incident thereto, and all such actions are hereby ratified and confirmed.

Dated this 29th day of December, 1975.


Wayne V. Metcalf
Secretary

CERTIFICATE OF RESOLUTION
OF
BOARD OF DIRECTORS

RESOLVED That this corporation, J-W OPERATING COMPANY, a Texas corporation with offices in Dallas, Texas, enter into a Buy and Sell Agreement with FALCO, INC., substantially in the form of the agreement considered at this meeting and marked for identification by the Secretary of the meeting, whereby J-W Operating Company agrees to purchase and Falco, Inc., agrees to sell a certain 6 5/8" "O.D." pipeline system running in a Northeasterly direction from the Exxon Pipeline Company's Finney Station, Caddo Parish, Louisiana, to the Atlas Processing Company Plant in the City of Shreveport, Louisiana, for a total aggregate consideration of \$900,000.00, payable as set forth in said Buy and Sell Agreement.

RESOLVED FURTHER that J-W Operating Company enter into an Escrow Agreement with Falco, Inc., and Louisiana Bank & Trust Company substantially in the form of the Escrow Agreement considered at this meeting and attached to the aforementioned Buy and Sell Agreement as Exhibit "C" and marked for identification by the Secretary of the meeting.

RESOLVED FURTHER that the officers of J-W Operating Company are authorized to execute such additional documents, instruments and certificates and to do and perform such additional acts as they deem necessary or appropriate to consummate the agreements described in the preceding resolutions.

* * * * *

I, Robert E. Rain, Jr., a director of J-W Operating Company, a Texas corporation, and Secretary of the meeting of the Board of Directors hereinafter described, do hereby certify that the foregoing is a full, true and correct copy of Resolutions of the Board of Directors of said corporation, duly and regularly adopted by the Board of Directors of said corporation in all respects as required by law and by the By-Laws of

said corporation on the 18th day of June, 1975, at which meeting a majority of the Board of Directors of said corporation was present and voted in favor of said Resolution.

I FURTHER CERTIFY That said Resolution is still in full force and effect and has not been amended or revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of said corporation to be affixed this 3rd day of July 1975.

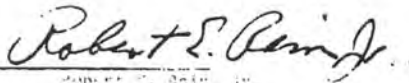

ROBERT E. RAIN, JR.

EXHIBIT "A"

A

That certain 6-inch pipeline located on, under and over the lands covered and affected by the right of way deeds, permits and licenses described hereinbelow, to wit:

That 6-inch pipeline commencing at the header gate at Station 0:00 at the storage facilities of Exxon Company, U.S.A., at Finney Station in Sections 22, 23, 26 and 27, T16N, R13W, Caddo Parish, Louisiana, extending in a northeasterly direction, approximately 2.3 miles, to a point in the right of way of The Texas & Pacific Railway Company in Section 11, T16N, R13W, Caddo Parish, Louisiana, then extending in a northwesterly direction along said right of way of The Texas & Pacific Railway Company, approximately 11.0 miles, to the intersection of two rights of way of said company in Section 21, T17N, R14W, Caddo Parish, Louisiana, and then extending in a northeasterly direction along said right of way of said company approximately 1.5 miles to its point of termination at the header gate at Station 711+57 at the refinery facilities of Atlas Processing Company in Section 15, T17N, R15W, Caddo Parish, Louisiana, said pipeline consisting of 71,157 feet, more or less, of 6-5/8 inch O.D. x .156" W x 10.79 # X-42 carrier pipe and 2,500 feet, more or less, of 10-3/4 inch O.D. x .188" W x 21.15 # API 51 casing pipe.

B

All of the rights of way and servitudes which cover and affect lands in Caddo Parish, Louisiana, and which were acquired by the following deeds which have been executed in favor of Falco, Inc. (hereinafter sometimes referred to as "Falco"), and recorded in the Conveyance Records

of Caddo Parish, Louisiana, as follows:

<u>Tract No.</u>	<u>Date</u>	<u>Recorded Bk/Pg/Instru.No</u>	<u>Grantor</u>	<u>Grantee</u>
1	10/19/71	1468/692/637997	Humble Pipe Line Company	Falco, Inc.
2	6/10/71	1302/383/535474	Homer National Bank, Trustee	Falco, Inc.
3	5/21/71	1302/379/535473	Congregation of Daughters of The Cross	Falco, Inc.
4	5/28/71	1302/374/535472	R. McL. Jeter	Falco, Inc.
5	5/3/71	1302/364/535470	Lucy Ellerbe Egan, et al.	Falco, Inc.
5	5/31/71	1302/369/535471	Cecilia E. Smith	Falco, Inc.
6	3/31/71	1302/360/535469	Mrs. Nelwyn K. Culbertson, et al.	Falco, Inc.
7	3/31/71	1302/330/535464	Clarence H. Webb, et al.	Falco, Inc.
7	4/8/71	1302/336/535465	Mrs. Azalie Webb Crain	Falco, Inc.
7	4/12/71	1302/342/535466	Mrs. Helen Webb Cooley	Falco, Inc.
7	4/8/71	1302/348/535467	John L. Webb	Falco, Inc.
7	4/7/71	1302/354/535468	Mrs. Martha Lowe Webb Wann	Falco, Inc.
8-A	6/11/71	___/___/621382	Joe H. Tucker, Jr., et al.	Falco, Inc.

C

All of the following rights which cover and affect lands in Caddo Parish, Louisiana, and which were acquired by Falco, Inc., under the following letters, permits and licenses:

<u>Tract No.</u>	<u>Date</u>	<u>Recorded Bk/Pg/Instru.No.</u>	<u>Grantor</u>	<u>Grantee</u>
8	6/24/71	1390/330/592827	The Texas and Pacific Railway Company	Falco, Inc.
8	6/11/74	1449/745/627780	The Texas and Pacific Railway Company	Falco, Inc.

August 25, 1971	Letter from Department of the Army, Corps of Engineers, stating there was no objection to crossings of Bayou Pierre, Sand Beach Bayou, Bayou on Jeter Land and Brush Bayou.
September 15, 1971	Letter from State of Louisiana, Department of Public Works, stating there was no objection to the crossing of various bayous, waterways, roads, streets, railroads and streams, all in Caddo Parish, Louisiana.
September 20, 1971	Letter from Board of Commissioners of Caddo Levee District, granting approval for crossing of Bayou Pierre, Sand Beach Bayou and Bayou on Jeter Land.
February 12, 1971	Letter from Caddo Parish Highway Department granting approval for crossing of Leonard Road.
August 24, 1971	Permit No. 79897, granted by State of Louisiana, Department of Highways, for crossings under State Highway No. 526.
August 24, 1971	Permit No. 79898, granted by the State of Louisiana, Department of Highways, for crossing under State Highway No. 523.
September 17, 1971	License granted by The Kansas City Southern Railway Company for crossing of KCS main line in Section 36, T17N, R13W.
October 7, 1971	Letter from City of Shreveport, Department of Public Works, approving crossing of St. Vincent Avenue, Linwood Avenue, Wyngate Boulevard, Alta Vista Street, Brush Bayou and Jewella Road.

October 13, 1971	Letter from Caddo Parish Highway Department, granting approval for crossing Brush Bayou.
September 16, 1971	License (styled Lease No. 167359) granted by Southern Pacific Transportation Company for crossing of railroad in Section 27, T17N, R14W.
August 26, 1971	Permit No. P193S issued by the City of Shreveport for State of Louisiana, Department of Highways, for crossing of State Highway No. 171 (Mansfield Road).
August 26, 1971	Permit No. P192S issued by the City of Shreveport for State of Louisiana, Department of Highways, for crossing of State Highway No. 511 (70th Street).
August 17, 1971	Letter from Public Works Department of City of Shreveport, granting permission for pipeline bridge across Hollywood Avenue.
May 19, 1971	Letter from Atlas Processing Company, granting authority to use Atlas' 8" line crossing of Texas & Pacific Railway Company track.
June 15, 1972	Letter from Atlas Processing Company, granting authority to operate 6" pipeline and pumping station on Atlas Refining site.
February 16, 1971	Letter from Humble Pipe Line Company (now Exxon Pipe Line Company), granting authority to lay 6" pipeline along existing Humble right of way from Finney Station to T & P railroad.

D

Provided, however, that the only attachment to the above described 6-inch pipeline to be sold and included hereunder shall be one 2-inch connection and 2-inch 1500# valve located at Station 228+12. The station equipment at Finney Station, Falco pipeline markers and all other pumps, valves, fittings, piping and other facilities, equipment and appurtenances to the said 6-inch pipeline are not to be sold and are not included hereunder, but shall remain the sole and exclusive property of Falco, and Falco reserves the right to remove the same.

Thus done and passed in the parish of Orleans, State of Louisiana, on the day and date first hereinabove written, and in the presence of Carol O'Neil and Betty Anguzza, competent witnesses, who have hereunto subscribed their names as such, together with said appearer and me, said authority, after due reading.

WITNESSES:

Carol O'Neil
Betty Anguzza

Harry X. Bay

Roger J. Keller
Notary Public in and for the Parish of Orleans,
State of Louisiana.
My commission is issued for life

STATE OF LOUISIANA
PARISH OF CADDO

BE IT KNOWN, that on this 10th day of April 1956, before me, the undersigned authority, and in the presence of the witnesses herein after named and undersigned, personally came and appeared James M. Simmons Attorney in fact of GULF NATURAL GAS CORPORATION to me well known, and known to be such Attorney in fact of GULF NATURAL GAS CORPORATION and executed the foregoing instrument, and thereupon the said JAMES M. SIMMONS, as such Attorney in fact, acknowledged that he had signed and executed the same as his act and deed, and as the act and deed of the said corporation for the consideration uses and purposes and on the terms and conditions therein mentioned and in his said capacity.

And the said James M. Simmons being by me first duly sworn, did depose and say that he is the Attorney in fact of GULF NATURAL GAS CORPORATION and that he had signed and executed said instrument in his capacity, and under authority of the Board of Directors of said corporation.

Thus done and passed in the Parish of Caddo, State of Louisiana, on the day and date first hereinabove written, and in the presence of K. B. Jones, and Violet Player competent witnesses, who have hereunto subscribed their names as such, together with said appearer and me, said authority, after due reading.

James M. Simmons

Witnesses:
K. B. Jones
Violet Player

Hazen W. Cole
Notary Public in and for the Parish of
Caddo, State of Louisiana
My commission expires at death.

#128276

DR. CLARENCE H. WEBB ET AL
TO
CADDO LEVEE DISTRICT AND THE
LOUISIANA DEPARTMENT OF PUBLIC WORKS
DRAINAGE RIGHT OF WAY

Filed & Recorded
April 23 1956
W.E. NESOM
DY CLK & EX OFF DY RECORDER
REC:LBH

OLD RIVER-SAND BEACH BAYOU-LATERAL C-6

STATE OF LOUISIANA
PARISH OF CADDO

Whereas the Board of Commissioners of Caddo Levee District and the Louisiana Department of Public Works have determined upon a project for the improvement of drainage by the building or digging of what is known, or will be known, as the Old River-Sand Beach Bayou-Lateral C-6

Drainage Channel in Townships 16 and 17 North, Range 13 West, Caddo Parish, Louisiana, following the approximate course shown in red upon the attached map, we, the undersigned, being the owners, lessees, or occupants of certain lands adjacent to or traversed by said drainage project, and having been requested by the Caddo Levee Board to grant a drainage easement through our properties, do hereby grant unto Caddo Levee District as easement on or through our said respective properties adjacent to or traversed by said project for the restricted purpose of dredging and maintaining the channel thereof, the removal of all obstructions therein, and the piling or spreading of all dirt, upon the following terms and conditions:

1. The work to dredge or deepen said channels shall begin at the South or lower end of the project and proceed Northward to the upper end of the project.
2. The work shall be done upon the supervision of the Louisiana Department of Public Works in accordance with the plans and specifications furnished us by the Louisiana Department of Public Works following roughly the course shown in red upon the attached map.
3. Upon the completion of said project the Levee Board shall retain a 60 foot right-of-way on the Westerly side of Lateral C-6 from point "A" at its lower end to point "B" at its upper end, and upon the stretch of Sand Beach Bayou from Point "B" to its junction with Old River at point "C" a similar 60 foot right-of-way on the Westerly side of Sand Beach Bayou shall be retained from the lower end of Lateral C-6 (point "A") to a point approximately 3/4 mile North or up-stream from the confluence of Sand Beach Bayou and Bayou Pierre. From this point down stream to the confluence of Bayou Pierre a 60 foot right-of-way shall be retained on the Westerly side of Sand Beach Bayou. This 60 foot right-of-way roughly sketched in blue upon the attached map is retained for future dredging. Additional right-of-ways along Old River and along other portions of Sand Beach Bayou have been, or will be, handled by other agreements.
4. All underbrush removed in the prosecution of the work contemplated hereunder shall be burned by grantee at such places and in such manner as will not hurt grantor's land or hinder its cultivation.
5. Grantee at its expense will replace or repair any fences on the land of either grantor, which are destroyed or damaged in the course of the work herein contemplated.
6. Neither the Caddo Levee District nor the Louisiana Department of Public Works is obligated to build or maintain any crossings or bridges across said project, but such crossings or bridges can be constructed by the respective property owners at their own costs, risks and expense, provided they shall not in any way interfere with the flow of water in the channel of said project.
7. The Caddo Levee District is to spread the spoil dirt to not more than two feet above present grade.

This easement is granted in consideration of the benefits to be derived by each of us and our lands from this project and settlement in full with each of us for the damages and loss suffered; the receipt of which is hereby acknowledged. In addition Caddo Levee District will take care of any damage to the crops, take care of any damage to the pecan trees, and replace the bridge.

This agreement may be executed jointly or severally and in as many counterparts as may be convenient by the divers parties concerned.

Thus done and signed this 12 day of April 1956.

WITNESSES:

Geony I. Whitmore
Meyor Armor
Daniel O. Magnussen Jr.

Robert L. Webb
Colonel Infantry
Dr. Clarence H. Webb
Mrs. Doris Webb Elgin
F.C. Webb (Deceased)
By F.F. Webb Jr.
F.F. Webb Jr.

(Map attached to Sklar &
Crow Agreement)

" The North Half of the Northwest Quarter (N $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section 26, Township 17 North, Range 14 West, and all of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section 27, said township and range lying East of a line parallel to and eight (8) feet east of the Easterly boundary of the right of way of the Houston and Shreveport Railway Company, said eight (8) foot strip being the right of way granted by J.E. Smitherman, et al for pipe line rights of way and less a lot in the Northeasterly corner of said first described property, which lot fronts 100 feet on 70th Street by a depth of 150 feet on Union Street, and being further subject to the rights of way and dedications granted by J.E. Smitherman, et al for 70th and Union Streets, and rights of way for sewer line and gas pipe line presently installed on the premises, said property consisting of eighty-eight (.88) acres, more or less, and located in Caddo Parish, Louisiana

for the sum of \$132,000.00, which shall be paid \$33,000.00 cash in hand at the time of the execution of the deed and the remaining \$99,000.00 to be represented by one (1) mortgage note secured by vendor's lien and privilege on the said property, due and payable on or before ten (10) years after the date thereof, with interest at the rate of four (4%) per cent per annum, said interest to be paid on the principal balance due at the end of one (1) year after the date of the execution of said note, the interest thereafter to be paid semi-annually. The payment of the principal of said note shall be accelerated and become immediately due and payable should the maker thereof fail to meet any interest payment within thirty (30) days after the due date thereof.

"It is agreed and understood that the above noted payment of \$33,000.00 cash is equal to and shall be treated as the payment of \$375.00 per acre on the property hereinabove described, and J. E. Smitherman, et al agree that upon the payment of an additional sum equal to \$375.00 per acre to subordinate the above described vendor's lien and mortgage from time to time upon units of said property consisting of not less than five (5), nor more than twenty (20) acres for the purpose of allowing Frank J. Zuzak or his nominee to install streets and public utilities, consisting of gas, water, sewerage and electrical lines and facilities upon the particular unit, the mortgage on which is to be so subordinated."

CERTIFICATE

I hereby certify that the above is a true and correct copy of a resolution adopted at a meeting of Sherwood Park Development Co., Inc., held at its offices at 410 First National Bank Building, Shreveport, La., on June 16, 1953, as the same appears on the Minute Book of the Corporation.

In testimony whereof witness my hand and seal on this 14th day of July 1953.

Sam A. Freyer
Asst Secretary

FREDERICK F. WEBB, JR., et al ✓
INTERSTATE OIL PIPE LINE COMPANY ✓
RIGHT OF WAY

#52608
FILED & RECORDED
July 15th, 1953
LLOYD D. BURNS
DY CLK & EX OFF DY RECORDER
REC:LBH

STATE OF LOUISIANA
PARISH OF CADDO

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, hereinafter called GRANDR (whether one or more) in consideration of Two Hundred Ninety and No/100 (\$290.00) DOLLARS cash in hand paid, receipt of which is hereby

acknowledged, does hereby grant and convey unto INTERSTATE OIL PIPE LINE COMPANY, a Delaware corporation, with principal office at Shreveport, Louisiana, hereinafter called Grantee, a servitude or right of way for the purpose of constructing, maintaining, operating, patrolling, (including aerial patrol) altering, repairing, renewing, and removing in whole or in part a pipe line for the transportation of crude petroleum, its products and derivatives, whether liquid or gaseous, together with the necessary fixtures, equipment and appurtenances across the following described land situated in said State and Parish, to-wit:

Those certain lands in Caddo Parish, Louisiana, fronting on Red River, near Lucas, presently known as Levy Plantation, more fully described as Lot 15 of the Daniels Lands in Section 10, and Lots 2 and 6 of Daniels Lands, and all that part of Lot 5 of the Daniels Lands East of Bayou Pierre, all in Section Fourteen (14), and a tract fronting one mile on Red River, and located in Sections 10, 11, 13, 14, and 15 said tract having been formerly known as the Norris Tract, and forming a part now of the Levy Plantation, and being the same property less such part thereof as has gone into Red River, acquired by Morris Levy of date August 8, 1863, as per deed in Conveyance Book "O" page 497, of the Records of Caddo Parish, Louisiana, less Right of Way to T & P. Railway, and less the Highway adjacent thereto. All of the above described property being situated in Township 16 North, Range 13 West, Caddo Parish, La., Being a portion of that land as described in Book 652, page 413 of Records of Caddo Parish, Section ___ Twp ___ Rge ___ together with the right of ingress and egress to and from said right of way over and across said lands and adjacent lands of Grantor for any and all purposes herein granted, with the right to maintain the right of way clear of trees, undergrowth, brush and other obstructions so as to prevent damage or interference with the efficient operation and patrol of the pipe lines constructed under this grant.

GRANTEE may construct additional lines of pipe, subject to the same rights, terms and conditions as apply to the original line, upon payment to the GRANTOR of a like consideration per rod for each additional line so laid; provided that additional pipe lines constructed shall be located approximately parallel and at a distance of not more than twenty five (25) feet from the center of the first pipe line hereafter installed. Payment for additional lines may be made by check of Grantee preceding or subsequent to the construction of such additional lines.

All pipe lines constructed under this agreement shall be buried through cultivated land so that they will not interfere with ordinary cultivation and Grantee shall pay for all damages to crops, fences, timber and livestock which may be caused by the constructing, repairing or removing said lines, which payment shall be made after completion of the work.

GRANTOR reserves the right to the full use and enjoyment of said premises except as the same may be necessary for the purposes herein granted; provided that GRANTOR shall not erect over any line or lines of GRANTEE any improvements, lake or ponds of a nature such as to interfere with the rights hereby granted.

Nothing herein shall be construed as a conveyance of any part of the mineral rights underlying the above described property and the servitude granted herein is subject to any valid and duly recorded oil, gas and mineral lease.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS THE EXECUTION HEREOF this 8th day of July 1953.

Witnesses

M. L. Parris
 Craighton Webb Jr.
 J.D. Holland
 M. L. Parris

Signature and Mailing Address of Grantor:

Frederick C. Webb, Jr. ✓

John C. Webb ✓

Clarence H. Webb ✓

Robert L. Webb ✓

Doris Yearwood Blgin ✓

55¢ revenue stamps attached hereto and cancelled.

STATE OF LOUISIANA
PARISH OF CADDO

BEFORE ME, the undersigned authority, personally appeared M. L. Parris who having first been duly sworn deposed that he saw the foregoing instrument executed by Frederick F. Webb Jr., John C. Webb, Clarence H. Webb, Robert L. Webb and Doris Yearwood Elgin and that Appearer signed at the same time together with the other attesting witness; and that Appearer now recognizes all such signatures to be genuine.

M. L. Parris

Sworn to and subscribed before me, this 8th day of July, 1953.

Clyde A. Musgrove
Notary Public

AFE NO	Line name or location	code No.	R/W No.	Size	Rods
531	Red Chute Jct.-Finney	-	113	12"	290

Field or Pool	Map No	Check No.	Paid By
_____	_____	684-685 686-687- 688	M. L. Parris

UNITED STATES OF AMERICA
TO
ALLEN R. WRIGHT ET AL
PATENT

#52606

FILED & RECORDED
JULY 15th, 1953
LLOYD D. BURNS
DY CLK & EX OFF DY RECORDER
REC:LBH

THE UNITED STATES OF AMERICA,

To alito whom these presents shall come, Greeting:

KNOW YE, That in pursuance of the Act of Congress, entitled "An act to raise for a limited time an additional military force, and for other purposes," approved February 11th, 1847, Aquilla W. Barber, late a sargeant in Captain Reynolds Company, Second Regiment Ohio Volunteers, having deposited in the GENERAL LAND OFFICE a WARRANT in his favor, numbered 7,309

There is therefore Granted by the United States, unto Allen R. Wright and Samuel Van Bibber, Assignees of said Aquilla W. Barber, and to their heirs, the South East quarter of Section Twenty three, in Township Seventeen, of Range Fourteen. in the District of Lands subject to sale at Natchitoches, Louisiana, containing one hundred and fifty-eight acres and seventy one hundredths of an acre.

according to the official plat of the Survey of the said Land returned to the GENERAL LAND OFFICE by the SURVEYOR GENERAL, which said tract has been located in satisfaction of the above mentioned Warrant, in purusuant of the Act of Congress above mentioned, approved February 11th, 1847, TO HAVE AND TO HOLD the said Quarter section of land, with the apputenances thereof, unto the said Allen R. Wright and Samuel Van Bibber, and to their heirs and assigns forever, as tenants in common, and not as joint tenants.

IN TESTIMONY WHEREOF, I, Millard Fillmore, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made Patent, and the Seals of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Tenth day of March, in the year of our Lord one thousand eight hundred and fifty one, and of the Independence of the United States the Seventy-third.

BY THE PRESIDENT - Millard Fillmore;
By Alex. McCormick Asst Secy.
E. S. Terry, Recorder of the General Land Office.

Tax Year 2020
(Uncertified)

Property Owner

Name: FRANKS INVESTMENT COMPANY,
L.L.C.

Mailing Address: PO BOX 7626
SHREVEPORT, LA 71137-7626

Type: (AV) Agri Use/Vacant

Tax Dist: (001) Outside

**Special Assessment
Freeze:** No

Property Information

Physical Address: 0

City: Outside

Subdivision: LEVY PLANTATION

Block / Lot: N/A / N/A

S-T-R: 10-16-13

Size (Acres):

**Restoration Tax
Abatement:** No

Homestead Code: N

Extended Legal: 429.637 ACS. M/L-A TRACT OF LAND IN SECS 10, 11, 14 & 15(16-13) PER ASSRS PLAT 161310
-1-4

Assessment Summary:

Description	Land Value	Bldg Value	Total Value	Land Assessed	Bldg Assessed	Total Assessed	Percent
AG LANDS CLASS IV	\$76,650.00	\$0.00	\$76,650.00	\$7,665.00	\$0.00	\$7,665.00	10%
Totals:	\$76,650.00	\$0.00	\$76,650.00	\$7,665.00	\$0.00	\$7,665.00	

Map:

