

# Exhibit F.

# Magnolia Ridge Logistics Park

# Partial Title Abstract



# Magnolia Ridge Logistics Park Partial Title Abstract



**LED Partial Title Abstract**  
**Ascension Parish**  
Magnolia Ridge Logistics Park Site

Assessment Number 20046526

**Tract Y-8-1-A-1 in Sec.35 T9S, R2E**

**Dates Researched: 1963 – October 23, 2025**

**Current Ownership:**

**Magnolia Ridge Logistics Investment, LLC - 100%**

<b>Instrument 1</b>	<b>Pipeline Right of Way Agreement</b>
<b>Entity Acquiring Property</b>	<b>Texaco, Inc.</b>
<b>Owner of Property when Acquired</b>	<b>Herbert D. Hughes, et ux</b>
File Number	73314
Acreage/Lot #	See Document
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	10/14/1963
Notes:	
<b>Instrument 2</b>	<b>Right of Way Grant</b>
<b>Entity Acquiring Property</b>	<b>Pipeline Company</b>
<b>Owner of Property when Acquired</b>	<b>Herbert D. Hughes</b>
File Number	106196
Acreage/Lot #	See Document
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	7/22/1970
Notes:	20' pipeline
<b>Instrument 3</b>	<b>Agreement</b>
<b>Entity Acquiring Property</b>	<b>Ascension Parish Police Jury</b>
<b>Owner of Property when Acquired</b>	<b>Herbert D. Hughes</b>
File Number	249124
Acreage/Lot #	See Map
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	8/26/1987
Notes:	Map Attached

<b>Instrument 4</b>	<b>Right of Way Grant</b>
<b>Entity Acquiring Property</b>	
<b>Owner of Property when Acquired</b>	<b>Succession of Herbert D. Hughes</b>
File Number	404330
Acreage/Lot #	Tract Y
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	12/29/1997
Notes:	
<b>Instrument 5</b>	<b>Map</b>
<b>Entity Acquiring Property</b>	<b>Ascension Parish</b>
<b>Owner of Property when Acquired</b>	<b>Herbert D. Hughes Estate Trust</b>
File Number	564340
Acreage/Lot #	See Map
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	12/16/2000
Notes:	Tract Y
<b>Instrument 6</b>	<b>Stipulated Judgement</b>
<b>Entity Acquiring Property</b>	<b>Shell Pipeline Company, LP</b>
<b>Owner of Property when Acquired</b>	<b>Herbert D. Hughes Estate Trust</b>
File Number	610035
Acreage/Lot #	See Exhibit B
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	06/30/2005
Notes:	Map Attached
<b>Instrument 7</b>	<b>Map</b>
<b>Entity Acquiring Property</b>	<b>Ascension Parish Pipeline Company, LLC</b>
<b>Owner of Property when Acquired</b>	<b>Herbert D. Hughes Estate Trust</b>
File Number	887037
Acreage/Lot #	See Map
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	12/2/2015
Notes:	
<b>Instrument 8</b>	<b>Map</b>
<b>Entity Acquiring Property</b>	<b>Exxon Mobil Pipeline Company</b>
<b>Owner of Property when Acquired</b>	<b>SLC, LLC</b>
File Number	988035
Acreage/Lot #	Y-8-A

Location	Sec. 35 T9S R2E
Date Acquired/Recorded	2/13/2020
Notes:	
<b>Instrument 9</b>	<b>Servitude</b>
<b>Entity Acquiring Property</b>	<b>Exxon Mobil Pipeline Company</b>
<b>Owner of Property when Acquired</b>	<b>SLC, LLC</b>
File Number	1049625
Acreage/Lot #	
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	3/28/2022
Notes:	Map Attached
<b>Instrument 10</b>	<b>Cash Sale</b>
<b>Entity Acquiring Property</b>	<b>LJG Land Company, LLC</b>
<b>Owner of Property when Acquired</b>	<b>SLC, LLC</b>
File Number	1065981
Acreage/Lot #	Tract Y
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	12/22/2022
Notes:	<b>Correction recorded as COB 1097716</b>
<b>Instrument 11</b>	<b>Act of Correction</b>
<b>Entity Acquiring Property</b>	<b>LJG Land Company, LLC</b>
<b>Owner of Property when Acquired</b>	<b>SLC, LLC</b>
File Number	1084013
Acreage/Lot #	Y-8-A
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	12/19/2023
Notes:	Correction added Y-8-A to COB 1080892
<b>Instrument 12</b>	<b>Act of Transfer</b>
<b>Entity Acquiring Property</b>	<b>LJG Land Company, LLC</b>
<b>Owner of Property when Acquired</b>	<b>SLC, LLC</b>
File Number	1080892
Acreage/Lot #	Y-8-A
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	10/11/2023
Notes:	Act of Correction COB 1084013
<b>Instrument 13</b>	<b>Map</b>
<b>Entity Acquiring Property</b>	<b>LJG Land Company, LLC</b>
<b>Owner of Property when Acquired</b>	<b>SLC, LLC</b>

File Number	1082232
Acreage/Lot #	Y-8-A-1
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	11/9/2023
Notes:	250.065 Acres
<b>Instrument 14</b>	<b>Act of Correction</b>
<b>Entity Acquiring Property</b>	<b>LJG Land Company, LLC</b>
<b>Owner of Property when Acquired</b>	<b>SLC, LLC</b>
File Number	1097716
Acreage/Lot #	Y-8-A-1
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	9/4/2024
Notes:	Act of Correction for COB 1065981
<b>Instrument 15</b>	<b>Cash Sale</b>
<b>Entity Acquiring Property</b>	<b>Magnolia Ridge Logistics Investments, LLC</b>
<b>Owner of Property when Acquired</b>	<b>LJG Land Company, LLC</b>
File Number	1098314
Acreage/Lot #	Y-8-A-1-A
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	9/17/2024
Notes:	Act of Correction recorded as COB 1099850
<b>Instrument 16</b>	<b>Reciprocal Servitude Agreement</b>
<b>Entity Acquiring Property</b>	<b>Magnolia Ridge Logistics Investments, LLC</b>
<b>Owner of Property when Acquired</b>	<b>LJG Land Company, LLC</b>
File Number	1098315
Acreage/Lot #	Y-8-A-1-A
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	9/17/2024
Notes:	See Exhibit B and Exhibit C
<b>Instrument 17</b>	<b>Restrictions</b>
<b>Entity Acquiring Property</b>	<b>Magnolia Ridge Logistics Investments, LLC</b>
<b>Owner of Property when Acquired</b>	<b>Magnolia Ridge Logistics Investments, LLC</b>
File Number	1098317
Acreage/Lot #	Y-8-A-1-A
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	9/17/2024
Notes:	

<b>Instrument 18</b>	<b>Act of Correction</b>
<b>Entity Acquiring Property</b>	<b>Magnolia Ridge Logistics Investments, LLC</b>
<b>Owner of Property when Acquired</b>	<b>LJG Land Company, LLC</b>
File Number	1099850
Acreage/Lot #	Y-8-A-1
Location	Sec. 35 T9S R2E
Date Acquired/Recorded	10/11/2024
Notes:	Act of Correction for COB 1098314

#### Mortgages/Liens

<b>Mortgage Certificate</b>	Unknown
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#### Maps/Plats Provided

<b>Map File No. 1096258</b>	Tract Y-8-A-1-A
<b>Map File No. 564340</b>	Tract Y
<b>Map File No.1082232</b>	Tract Y-8-A-1

#### Ownership Names Researched

<b>Name</b>	<b>Dates Researched</b>
Herbert D. Hughes	1963-2017
Ida D. Hughes	1963-2017
SLC, LLC	2017 - 2022
LJG Land Company, LLC	2022-2024
Magnolia Ridge Logistics Investments, LLC	2024- Present

#### Tax Information

Parish	Ascension Parish
Tax Year	2025
Assessed Ownership	<b>Magnolia Ridge Logistics Investments, LLC</b>
Assessment Number	20046526
Municipal Address	N/A

## Summary

**Parcel Number** 20046526  
**Physical Address**  
**Ward** 7  
**Property Type** RE  
**Legal** 186.10 AC SEC 26,34,35 & 36-9-2, TRACT Y-8-A-1-A  
 (Note: Not to be used on legal documents.)

## Owner

**Primary Owner**  
 MAGNOLIA RIDGE LOGISTICS INVESTMENT LLC  
 3902 LEE ST  
 ALEXANDRIA, LA 71302

## Locations

Subdivision	Block	Lot	Section	Township	Range	Tract
7.1 VL		Y8A	35	09S	02E	

## Valuation

Property Class	Assessed Value	Market Value	Units	Acres	Homestead
COM ACREAGE (MV) 3+ Acres	\$941,230	\$9,412,300	0.00	186.10	\$0
<b>Total</b>	<b>\$941,230</b>	<b>\$9,412,300</b>	<b>0.00</b>	<b>186.10</b>	<b>\$0</b>

## Deeds

Deed Number	Type	Date	Amount	Book	Page
1099850	ACT OF CORRECTION	10/11/2024	\$0		
1098314	CASH SALE	9/17/2024	\$10,960,850		
1097716	ACT OF CORRECTION	9/4/2024	\$0		
1096258	MAP	8/8/2024	\$0		
1092464	MAP	6/13/2024	\$0		
1084013	ACT OF CORRECTION	12/19/2023	\$0		
1082232	MAP	11/9/2023	\$0		
1080892	TRANSFER	10/11/2023	\$100		
1079839	MAP	9/21/2023	\$0		
1065981	CASH SALE	12/22/2022	\$7,210,350		
962359	MAP	1/4/2019	\$0		
961307	MAP	12/13/2018	\$0		
946808	MAP	4/27/2018	\$0		
918386	CASH SALE	3/2/2017	\$3,000,000		
812219	CASH SALE	11/19/2012	\$1,225,000		
564340	MAP	12/18/2003	\$0		
201723	MAP	5/9/1983	\$0	329	664

**Notes:** (337/628-MAP #201723) (520/516)(595/529)(MAP #564340)(COB/840285)(COB/918386)(MAP#946808)(MAP#946809) (COB/947749)(MAP#959203) (MAP#961307)(MAP#962359)

## Ownership History

Homestead?	Name	Primary	% Ownership	% Tax	From	To	Address
No	MAGNOLIA RIDGE LOGISTICS INVESTMENT LLC	Yes	100	100	9/17/2024		3902 LEE ST
No	LJG LAND COMPANY LLC	Yes	100	100	10/11/2023	9/17/2024	PO BOX 692
No	SLC LLC	Yes	100	100	3/2/2017	11/19/2012	P O BOX 366
No	SLC LLC	Yes	100	100	11/19/2012	10/11/2023	PO BOX 366
No	HUGHES, HERBERT D	Yes	100	100	1/1/1990	3/2/2017	ESTATE TRUST, ELIZABETH H. DEPASS, TRUSTE P O BOX 55939

## Parish

Millage	Mills	Taxpayer Tax	Homestead Tax
PARISH ASSESSMENT DIST	1.7800	1,675.39	0.00
EAST ASCENSION DRAINAGE	4.8800	4,593.20	0.00
PARISH HEALTH	1.9800	1,863.64	0.00
LIGHTING DIST #6	4.7300	4,452.02	0.00

Millage	Mills	Taxpayer Tax	Homestead Tax
PARISH LIBRARY	5.5300	5,205.00	0.00
PARISH MENTAL HEALTH	1.9800	1,863.64	0.00
PARISH TAX	2.7100	2,550.73	0.00
PARISH COUNCIL ON AGING	1.5000	1,411.84	0.00
PARISH LAW ENFORCEMENT	14.4800	13,629.01	0.00
PONTCHARTRAIN LEVEE DIST	3.5300	3,322.54	0.00
PARISH SCHOOL (BUILDINGS)	2.5000	2,353.07	0.00
PARISH SCHOOL (SALARIES)	21.0000	19,765.83	0.00
PARISH SCHOOL (CONSTITUTIONAL)	3.6100	3,397.84	0.00
PARISH SCHOOL (GEN OPERATIONS)	7.4000	6,965.10	0.00
PARISH SCHOOL (FACILITIES)	4.0000	3,764.92	0.00
PARISH SCHOOL (TECHNOLOGY)	8.0000	7,529.84	0.00
PARISH JUVENILE DETENTION	0.9800	922.41	0.00
PARISH SCHOOL (2005 BOND)	2.2100	2,080.12	0.00
PARISH SCHOOL (2009 BOND)	1.1500	1,082.41	0.00
PARISH SCHOOL (2016 BOND)	2.3700	2,230.72	0.00
PARISH ANIMAL SHELTER	0.9800	922.41	0.00
PARISH SCHOOL (2020 BOND)	5.3200	5,007.34	0.00
PARISH SCHOOL (2024 BOND)	2.2000	2,070.71	0.00
<b>Total</b>	<b>104.8200</b>	<b>98,659.73</b>	<b>0.00</b>

### Recent Sales In Area

**Sale date range:**

From:

To:

Distance:

Units:



### Map



### Generate Owner List by Radius

Distance:

Feet

**Use Address From:**

Owner  Property

Select export file format:

Show All Owners

Show Parcel ID on Label

Skip Labels

International mailing labels that exceed 5 lines are not supported on the Address labels (5160). For international addresses, please use the xlsx, csv or tab download formats.

No data available for the following modules: City, Photos.

The information contained on this page has been compiled from the most accurate source data available from Ascension Parish, including legal descriptions from property acts of transfer, aerial photographs, assessor records, survey maps, parish ordinances and an assortment of other data sets. The information is accurate to the best of the Parish's knowledge and belief, but the accuracy is not guaranteed.

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[Last Data Upload: 10/22/2025, 1:20:15 AM](#)

Contact Us

Developed by  
 **SCHNEIDER**  
GEO SPATIAL



Results:

Parcel ID - 20046526  
 Owner - MAGNOLIA RIDGE LOGISTICS INVESTMENT LLC  
 Acres - 186.1  
 Calculated Acres: 1,486.84  
 Calculated Sq Ft: 64,766,737  
 View: Report | Google Maps

Parcel ID 20046526  
 Sec/Twp/Rng 35-09S-02E  
 Property Address GONZALES

Calculated Acres 1,486.84  
 Calculated Sq. Ft. 64,766,737  
 Acreage 186.1  
 Class COM ACREAGE (MV) 3+ Acres  
 District n/a  
 Brief Tax Description 186.10 AC SEC 26,34,35 & 36-9-2, TRACT Y-8-A-1-A  
 (Note: Not to be used on legal documents)

Owner Address MAGNOLIA RIDGE LOGISTICS INVESTMENT LLC  
 3902 LEE ST  
 ALEXANDRIA, LA 71302

Last 2 Sales		
Date	Price Reason	Qual
10/11/2024	0 ACT OF CORRECTION	U
9/17/2024	0 CASH SALE	Q



73314

16/14/63

PIPELINE RIGHT-OF-WAY AGREEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

KNOW ALL MEN BY THESE PRESENTS, That HERBERT D. HUGHES, husband of Ida Hughes, with whom he is presently living and residing, whose address is 2900 Whitney Ave., Gretna, Louisiana, (hereinafter referred to as Grantor in the masculine singular, whether one or more), for and in consideration of the sum of ONE HUNDRED EIGHT-EIGHT AND NO/100 DOLLARS (\$188.00), cash in hand paid, and other good and valuable considerations, the receipt and adequacy of all of which is hereby acknowledged and full acquittance granted therefor, does hereby grant, convey and deliver unto TEXACO INC., a Delaware corporation, its successors and assigns, (hereinafter referred to as Grantee), a right-of-way, easement and servitude, with the right, privilege and authority to lay, construct, maintain, operate, use, alter, repair, remove, change the size of and replace a pipeline or pipelines and any appurtenances incident thereto (including, though not by way of limitation, drips, valves, fittings, meters, tie-overs and Cathodic Protection Equipment), for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through pipelines, together with the right to construct, maintain, operate, use, alter, replace and remove communication, power and control facilities, upon, over, under, in and across the following described property situated in the Parish of Ascension, State of Louisiana, to-wit:

The West Half of the East Half (W/2 of E/2)  
of Section 35, Township 9 South, Range 2  
East;

together with the right of ingress to and egress from said line or lines for the purposes aforesaid, Grantor to have the right to fully use and enjoy the above described premises; provided, however that the use by Grantor shall not interfere with the rights herein granted to Grantee, and provided, further, that Grantor shall not build, create or construct any obstruction, engineering work or other structure over said pipeline or pipelines or permit same to be done by others. The width of said right-of-way shall not exceed sixty (60) feet in width.

TO HAVE AND TO HOLD said right-of-way, easement and servitude unto Grantee, its successors and assigns so long as such pipeline or pipelines and/or structures are maintained, used and are necessary to Grantee.

Should Grantee lay more than one (1) pipeline pursuant to the terms of this agreement, an additional consideration, calculated on the basis of \$1.00 per lineal rod, shall be paid for each such pipeline so laid after the first pipeline.

Any pipeline or pipelines laid or constructed by Grantee across lands under cultivation shall, at the time of construction,

©OB: 73314; Page: 1; Filed: 10/14/1963 12:00:00AM [ascension:rt]

18938-351-B

be buried to such depth as will not interfere with such cultivation. Grantee agrees to pay Grantor any damages which may arise to crops, timber, fences or buildings of Grantor from the exercise of the rights herein granted. Grantee further agrees to hold Grantor free and harmless from any and all claims for damages arising out of the use and occupancy of said right-of-way by Grantee, its employees or by any other persons acting under its direction.

Grantee is hereby granted the right and option at any time until one (1) year after the expiration or abandonment of said right-of-way to remove any and all, or any portion, of the structures and material of every nature and kind whatsoever which Grantee may have placed thereon, but without any obligation on its part to do so.

This agreement may be assigned by Grantee, its successors, and assigns, in whole or in part, vesting in such assignees the ownership of one (1) or more pipeline and/or communication and control facilities, with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

IN WITNESS WHEREOF, this agreement is signed, sealed and delivered on this the 2nd day of September, 1963.

WITNESSES:

Theodore D. Mace  
Mrs. P. Bennett

Herbert D. Hughes  
HERBERT D. HUGHES

Alan B. Hornbush  
Bette W. Sanderson

TEXACO INC.

BY A. J. Higgins  
Attorney in Fact

APPROVED
Form <u>287</u>
Terms <u>8/2/63</u>
Desc. _____

COB: 73314- Page 2 Filed: 10/14/1963 12:00:00AM [ascension:]



STATE OF LOUISIANA

PARISH OF ORLEANS }


Before me, the undersigned authority, this day personally appeared.....

Theodore J. Mace, to me personally known to be the person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn, deposes and says:

That he subscribed his name to the foregoing instrument at the time of the execution thereof as an attesting witness, and that he knows HERBERT D. Hughes

....., the said ~~lessor(s)~~, grantor(s) named in said instrument, to be the person(s) described therein and who executed the same, and saw him (~~her~~) (~~them~~) sign the same as his (~~her~~) (~~their~~) voluntary act and deed.

Sworn to and subscribed before me this 3rd day of September, 1963

  
.....  
Notary Public in and for the Parish of  
Orleans, State of Louisiana

Theodore J. Mace  
.....  
ROGER J. KELLER  
Notary Public, Parish of Orleans, State of La.  
My Commission is issued for life.

LOUISIANA CORPORATE ACKNOWLEDGMENT  
FOR TEXACO Inc.

STATE OF LOUISIANA  
PARISH OF ORLEANS

On this 9<sup>th</sup> day of OCTOBER, 19 63,  
before me appeared A. F. HIGGINS, JR., to me personally  
known, who, being by me duly sworn, did say that he is the Attorney  
in Fact of Texaco Inc., and that the foregoing instrument was  
signed in behalf of the corporation by authority of its Board of  
Directors, and that he acknowledged the instrument to be the free  
act and deed of the corporation.

COB: 73314; Page: 4; Filed: 10/14/1963 12:00:00AM [ascension:]

State of Louisiana—Parish of Ascension  
I, do hereby certify that the above ~~and foregoing~~  
was received, filed and recorded in Book \_\_\_\_\_  
of CONVEY No. 75 Folio 639  
this 14<sup>th</sup> day of Nov 1963  
Richard J. Falcon  
Clerk and Recorder

Roger J. Keller  
NOTARY PUBLIC

ROGER J. KELLER  
Notary Public, Parish of Orleans, State of La.  
My Commission is issued for life.

7/22/70

106196

STATE OF LOUISIANA PARISH OF Ascension  
KNOW ALL MEN BY THESE PRESENTS: That the undersigned, hereinafter called GRANTOR, (whether one or more)

in consideration of Five Thousand Fifty and No/100----- (\$5,050.00) DOLLARS cash in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto PIPE LINE COMPANY, a Delaware corporation, with principal office at Houston, Texas, 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 and other minerals, their 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:

A Right-of-Way twenty (20) feet in width being the Northeasterly twenty (20) feet of Gulf States Utilities' existing Right-of-Way which is more particularly described in instruments dated June 16, 1965 in Volume 187, Page 211, and dated July 28, 1965, and recorded in Volume 186, Page 551, records of Ascension Parish and only insofar as the lands are now owned by the undersigned Grantor. Said instrument referred to herein for property description purposes only.

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.

All pipe lines constructed under this agreement shall be buried through cultivated land so that they will not interfere with ordinary cultivation. GRANTEE shall pay for all damage to crops, fences, timber and livestock which may be caused by GRANTEE in constructing, repairing or removing said lines, which payment may 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 grant and the above consideration covers the construction, either singly or concurrently, of TWO parallel pipe lines within the above described right of way. The second pipeline to be constructed within five years from the time the first line is laid.

WITNESS THE EXECUTION HEREOF this 14th day of April, 1970.

Witnesses: J. Lee  
Joseph D. Williams  
Signature and Mailing Address of Grantor: Herbert D. Hughes

ACKNOWLEDGMENT OF SUBSCRIBING WITNESS

STATE OF Louisiana  
PARISH/COUNTY OF East Baton Rouge

BEFORE ME, the undersigned authority, personally appeared J. Lee who having first been duly sworn deposed that he saw the foregoing instrument executed by Herbert D. Hughes

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.

Sworn to and subscribed before me, this 17th day of July, 1970  
Notary Public J. Lee (Witness sign here)

A.P. NO.	LINE NAME OR LOCATION CODE NO.	R/W NO.	SIZE OF PIPE	ACR.
1111	Baton Rouge - Sorrento	105		333.3
FILED	MAP NO.	PAID BY	CHECK NO.	ITEM NO.
		J. Lee	24600	

ACKNOWLEDGMENT OF SUBSCRIBING WITNESS

STATE OF ..... (FOR USE WHEN LANDS ARE IN LOUISIANA)  
PARISH/COUNTY OF .....

BEFORE ME, the undersigned authority, personally appeared .....  
who having first been duly sworn deposed that ..... he ..... saw the foregoing instrument executed by .....  
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.

Sworn to and subscribed before me, this .....  
day of ..... 10..... (Witness sign here)  
Notary Public

INDIVIDUAL ACKNOWLEDGMENT R. S. 35:511

STATE OF ..... (FOR USE WHEN LANDS ARE IN LOUISIANA)  
PARISH/COUNTY OF .....

On this ..... day of ..... 10....., before me personally appeared  
to me known to be the person ..... described in and who executed the foregoing instrument, and acknowledged that ... he...  
executed the same as ..... free act and deed.  
In witness whereof I hereunto set my hand and official seal.

Notary Public

CORPORATE ACKNOWLEDGMENT R. S. 35:511

STATE OF ..... (FOR USE WHEN LANDS ARE IN LOUISIANA)  
PARISH/COUNTY OF .....

On this ..... day of ..... 10....., before me appeared .....  
to me personally known, who, being by me duly sworn did say that he is the ..... of.....  
Title  
..... and that the seal affixed to said instrument is the corporate  
seal of said ..... Corporation  
and that the instrument was signed and sealed in behalf of the  
corporation by its Board of Directors and that .....  
acknowledged the instrument to be the free act and deed of the corporation.

Notary Public

Recorded from the original on file this the 22nd day of July, 1963  
Hermit Hart Bourque  
CLERK AND RECORDER

COB: 106196; Page: 2; Filed: 7/22/1970 12:00:00AM [ascension:]

SIREN 3A  
(Siren 4)

AGREEMENT

249124

The undersigned, owner(s) of the premises at  
West Side of Roberts Road Approx. 2,000 ft. N 64 1/4 30

hereby grant(s) unto the ASCENSION PARISH POLICE JURY (hereinafter called "Parish"), its successors and assigns, the right to erect, construct, install, use, inspect, maintain, repair, renew, remove and operate facilities consisting of a pole with a siren and appurtenances attached thereto, located as shown on the attached sketch, on the premises of the Undersigned, located in:

Ascension Parish T9S/R2E Section 35

as necessary for the establishment of an emergency alert system, together with the right to attach to said pole such wires or cables as necessary to energize such alert system, and together with the right of ingress and egress to and from the facilities and the right to cut down, remove, trim and keep trimmed all trees and branches of trees, to the extent deemed necessary to provide sufficient clearance for the protection of the facilities.

The Parish shall have the right to assign this Agreement to any utility, governmental agency or regulatory body having jurisdiction over the emergency alert system.

The Parish may lodge this Agreement for record.

THIS AGREEMENT is dated January 23, 1987, and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

WITNESSES:

[Signature]  
W. Scott

[Signature]  
(Owner)

[Signature]  
(Owner)

COB: 249124; Page: 1; Filed: 8/26/1987 12:00:00AM [ascension.]

**ACKNOWLEDGMENT**

STATE OF LOUISIANA

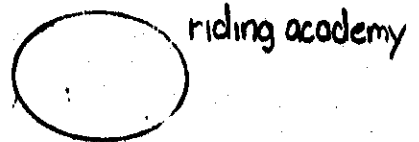
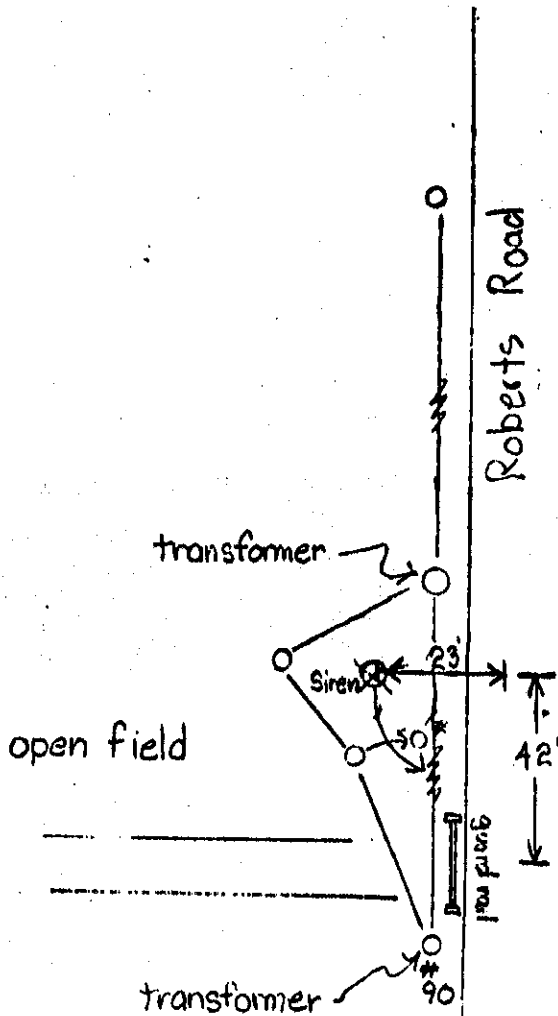
PARISH OF Orleans

BEFORE ME, the undersigned Notary Public, personally came and appeared Michael W. Scott, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Agreement as a witness, who, after being duly sworn, acknowledged that the person(s) who executed it as owner(s), executed it in the presence of affiant and the other subscribing witness as (his) (her) (their) free act and deed for the purposes therein contained.

Michael W. Scott  
(Affiant)

SWORN TO AND SUBSCRIBED BEFORE ME, this 3rd day of January, 1981.

Mary H. Conway  
NOTARY PUBLIC



Siren (4) 3a

creek

thick vegetation



TO LA 30

COB  
427  
26  
File No. 63897  
Kermit Hart Bourque  
Clerk and Recorder  
640

ACOUSTIC TECHNOLOGY, INC. BOSTON, MASSACHUSETTS		ATI
Geismar Cluster Siren Site Locations		
DR. BY: RLC/GCS	REV. 1/9/87	
SCALE:	NO. 1 of 2	

Recorded from the original on file this 26th day of August, 1987.

*Kermit Hart Bourque*  
KERMIT HART BOURQUE, CLERK AND RECORDER

1cc

RECORDED  
IN BOOK  
OF COURT

CERTIFIED TRUE COPY

87  
588

NOV 23 54

404330

NOTARY  
BY: *W. B. Broussard*  
NOTARY

BY: \_\_\_\_\_  
CLERK

**RIGHT OF WAY GRANT**

THE STATE OF LOUISIANA \*  
                  *Jefferson* \*      KNOW ALL MEN BY THESE PRESENTS:  
PARISH OF ASCENSION \*

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the Succession Of Herbert D. Hughes, No. 502-898 of the Docket of the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson, State of Louisiana, appearing herein through its duly qualified and acting testamentary executrix, Elizabeth H. DePass (hereinafter called "Grantor,"), the receipt of which is hereby acknowledged, Grantor hereby grants to Exxon Pipeline Company, a Delaware corporation (hereinafter called "Grantee"), its successors and assigns, the right of way and servitude to lay, construct, maintain, operate, replace, protect, repair, change the size of, and remove one (1) twenty four inch (24") pipeline and two (2) twelve inch (12") pipelines for the transportation of oil, gas, water, petroleum products, or any other liquids, gases, or substances which can be transported through a pipeline, with all incidental equipment, on, over, and through the following described lands, situated in Ascension Parish and State of Louisiana, to-wit:

Several tracts or parcels of land situated in portions of Sections 25, 26, 34, 35, and 36, Township 9 South, Range 2 East, in the Parish of Ascension, State of Louisiana. This property is comprised of approximately 611 acres, more or less, is sometimes known as "Buzzard Roost", and is more fully described in COB 337 Page 628 of the records of Ascension Parish, less and except all previous sales (hereinafter referred to as the "Property").

The said right of way and servitude granted herein is a total of twenty feet (20') wide. The three (3) pipelines referenced above will be constructed within the existing permanent servitude acquired by Humble Pipe Line Company (Exxon Pipeline's predecessor) on July 17, 1970, and recorded in COB 225, Page 419 of the conveyance records of Ascension Parish, being the Northeastly twenty (20) feet of the Gulf States Utility, (Entergy's predecessor) existing right of way, ten feet on each side of the center line and being more fully described on Exhibit "A" and as depicted on Exxon Pipeline Company Drawing Number B33-485-130, dated 10-16-1997, Exhibit "B", both of which are attached hereto and made a part hereof; together with the right to make temporary use of a strip or strips of land eighty (80') feet wide, fifty-five (55') feet on the Southwest side of center and twenty-five (25') feet on the Northeast side of center, not at the time occupied by a house, building, or other similar improvement, alongside such right of way also shown on Exxon Pipeline Company Drawing Number B33-485-130, dated 10-16-1997, Exhibit "B" attached hereto and made a part hereto, for purposes related to the initial construction and to the repair, replacement, and removal of such pipelines and the right of ingress and egress over and across the above-described land and Grantors' adjacent lands for all purposes incident to said grant and the right of assignment in whole or in part. The temporary construction servitude shall automatically terminate in 180 days, unless extended by force majeure, from the date pipe stringing begins on Grantor's property.

CONVEYANCE  
BOOK      PAGE  
0588      378

COB: 404330; Page: 1; Filed: 12/29/1997 12:00:00AM [ascension:]

TO HAVE AND TO HOLD said right of way and servitude unto Grantee, its successors and assigns, until said servitude is abandoned and released by Grantee, its successors or assigns in a recordable instrument. It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor of the minerals therein and thereunder, but grants only the right of way and servitude as above provided.

Grantor retains for itself, its successors, heirs, and assigns, the right to farm, graze, and otherwise use and enjoy said premises except to the extent that such use may interfere with Grantee's use said right of way and servitude for the purposes herein granted or to the extent that such use by Grantors, their heirs and assigns may not be consistent with the safety of Grantee's facilities or the safety of persons or property on the surface of said right of way. Without limitation of the foregoing, Grantor, its successors, heirs and assigns, shall not excavate said right of way nor construct or permit to be constructed or placed on or said right of way any house, structure, pavement, parking lot, obstruction, improvement or anything, either on the ground or overhanging the right of way, which may interfere with aerial surveillance of the right of way or with access to, or with the safety of Grantee's facilities, and Grantee shall be entitled at Grantee's option at anytime to remove any such house, structure, pavement, parking lot, obstruction, improvement or thing, including, without limitation, growing things and overhanging limbs. Grantor, its successors, heirs and assigns shall not construct streets, sidewalks, driveways, fences, pipelines or utility lines within said right of way unless (i) such facilities do not create a potentially unsafe condition, (ii) such facilities do not interfere with Grantee's use of the right of way, (iii) Grantee is notified prior to construction of such facilities, (iv) any pipelines or utility lines are, at Grantee's option, constructed below Grantee's lines and (v) such facilities are constructed in accordance with any safety precautions specified by Grantee.

Grantee agrees to bury each pipeline constructed hereunder to a depth of at least 36 inches below the surface of the ground at the time of construction. Grantee further agrees to pay for any damage to fences, crops, or timber that may result from the Grantee's exercise of any of the rights and privileges hereby granted; but after the pipelines has been laid, Grantee shall not thereafter be liable for any damages resulting from trimming, moving or removing trees, brush or undergrowth from or within the right of way and shall not be liable for any damage to personal property or improvements which are prohibited within the right of way under the terms of this grant.

Grantee agrees to and does hereby indemnify, defend and hold the Grantor, its successors, heirs and assigns harmless from and against all claims, losses, demands, causes of action, suits, and liability of every kind, type, and character arising out of or associated with the use of this easement and of the rights granted herein, which are asserted by any person or entity including, without limitation, Grantor, its successors, heirs and assigns and Grantee's employees for personal injury, death or loss of or damage to property resulting from the negligence or willful misconduct of the Grantee. Where personal injury, death, or loss of or damage to property is the result of joint negligence of Grantor, its successors, heirs and assigns and Grantee, or willful misconduct of Grantor, its successors, heirs, assigns and Grantee, the Grantee's duty of indemnification shall be in proportion to its allocable share of fault.

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It is understood and agreed that Grantee shall be entitled to exercise any of the rights granted hereunder at any time and from time to time for so long as this right of way and servitude remains in force and effect and the non-exercise of any such rights shall not be deemed to constitute a waiver of any of such rights.

Grantor certifies under oath and subject to penalties of perjury that the undersigned owners are not foreign persons.

This right of way grant is subject to the approval of the 24<sup>th</sup> Judicial District Court in the matter entitled The Succession Of Herbert D. Hughes, No. 502-898 of the docket of said Court. As evidenced by their signatures Elizabeth D. Hughes, individually and Danny Hughes, in their capacities as the residuary legatees of Herbert D. Hughes, hereby consent to this grant.

IN TESTIMONY WHEREOF, witness our hand(s) on this the 24<sup>th</sup> day of November, 19 97.

WITNESS(ES):

GRANTOR:

*James M. Braun*  
*James Humberg*  
*James Humberg*  
*James M. Braun*  
*James Humberg*  
*James M. Braun*

Succession of Herbert D. Hughes

By: *Elizabeth Hughes DePass*  
ELIZABETH HUGHES DEPASS-Executrix

OTHER APPEARERS:

*Danny Hughes*  
DANNY HUGHES

*Elizabeth Hughes DePass*  
ELIZABETH HUGHES DePASS,  
Individually

CONVEYANCE  
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STATE OF Louisiana

PARISH/COUNTY OF Talibon

BEFORE ME, the undersigned authority, personally appeared Thomas Kramerberger who having first been duly sworn deposed that he/she saw the foregoing instrument executed by Elizabeth Hughes DaPaz, individually and as member of the successors of Robert D. Hughes and by Danny Hughes and that Appearer signed at the same time together with the other attesting witness, Susan M. Brown that Appearer now recognized all such signatures to be genuine; and that Appearer knows the act to be the free will and accord for the uses, purposes, and benefits therein expressed.

Sworn to and subscribed before me, this 24<sup>th</sup> day of, November 1997.

Thomas Kramerberger  
APPEARER

[Signature]  
NOTARY PUBLIC

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 1997,  
by \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Commission Expires \_\_\_\_\_

CONVEYANCE  
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0588 381

EXXON PIPELINE COMPANY

Existing Pipeline Servitude  
on Property of the Estate of Herbert D. Hughes

A certain strip of land located in Sections 26, 35 and 36, Township 9 South, Range 2 East, Ascension Parish, Louisiana (Southeastern Land District, East of Mississippi River), extending 10 feet on each side of the centerline which is more particularly described as follows:

BEGINNING at the intersection of an easterly boundary of a tract of land owned by the Estate of Herbert D. Hughes and the centerline of an existing Exxon Pipeline Company pipeline servitude, said intersection having Louisiana State Plane Coordinate System coordinates of N 624,898.86 and E 3,395,216.19; thence proceed along said pipeline servitude centerline on a bearing of North 56° 06' 42" West a distance of 695.80 feet; thence continue along said pipeline servitude centerline on a bearing of North 56° 06' 28" West a distance of 784.84 feet; thence continue along said pipeline servitude centerline on a bearing of North 56° 08' 01" West a distance of 784.83 feet; thence continue along said pipeline servitude centerline on a bearing of North 56° 07' 34" West a distance of 829.85 feet; thence continue along said pipeline servitude centerline on a bearing of North 56° 08' 09" West a distance of 800.14 feet; thence continue along said pipeline servitude centerline on a bearing of North 56° 07' 53" West a distance of 799.58 feet; thence continue along said pipeline servitude centerline on a bearing of North 56° 07' 49" West a distance of 985.39 feet to the northerly boundary of said Estate of Herbert D. Hughes property, which is the POINT OF TERMINUS of the pipeline servitude described herein.

The above-described strip of land has a geodetic length of 5680.79 feet (344.29 rods) and is the same strip of land which is depicted on Exxon Pipeline Company drawing number B33-485-130, revised November 14, 1997, a copy of which is attached hereto and made a part hereof.

Except as noted above, the coordinates, bearings and distances cited herein, refer to the Louisiana State Plane Coordinate System, South Zone (NAD 83), based on Global Positioning System ties to National Geodetic Survey monuments "Falgoust" and "17 B 004".

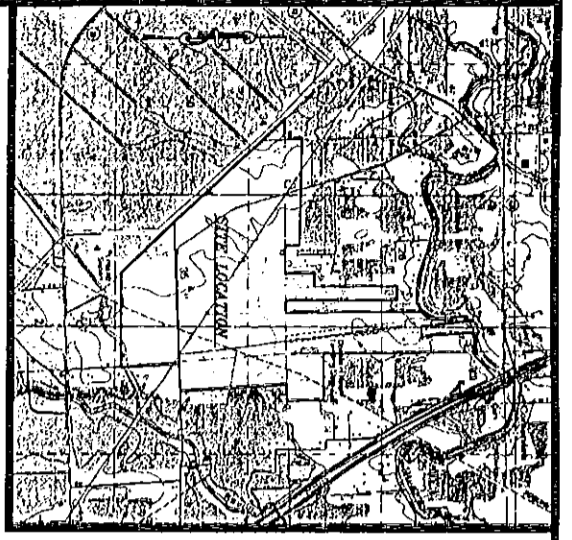
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November 14, 1997

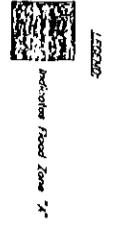
CONVEYANCE  
BOOK PAGE  
0588 382

RECORDED FROM THE DOCUMENT ON FILE THIS 29TH DAY OF DECEMBER 1997

*Kermit Hart Bourque*  
KERMIT HART BOURQUE CLERK OF ASCENSION



VICINITY MAP  
Scale 1"=2000'



**GENERAL NOTES**

1. The original drawing of this work is the property of Alvin Fairburn & Associates, LLC. Reproduction of this plan without the written consent of Alvin Fairburn & Associates, LLC is prohibited. Check for latest revision data before using on data sheets. This firm is not responsible for which the firm was not specifically prepared for.
2. Property restrictions, easements, and/or encumbrances shown on this plan are based on the records on file in the public records of the parish and are not intended to be a warranty of the accuracy of the information shown on this plan. The user of this plan should verify the accuracy of the information shown on this plan.
3. A hydrologic system from reference maps & not surveyed by Alvin Fairburn & Associates, LLC.

**ALLEGED ENCUMBRANCES**

According to F.L.P.A., Community Parcel No. 220013 0103 C, effective date 1-20-84, the property lies in flood zone 'C' & 'X'. Base Flood Elevation = 12.11'

**ASSUMPTIONS**

1. Survey map for former bank dated 1-21-86, by C. Leslie Sawyer, Inc.
2. Survey map of Buzzard Roost, ... dated 8-24-81, by Carl L. Spryke.



**CERTIFICATION**

I, the undersigned, being a duly Licensed Professional Engineer in the State of Louisiana, do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Louisiana. My commission expires on 12-31-2011.

**ALVIN FAIRBURN & ASSOCIATES, LLC**  
REGISTERED PROFESSIONAL ENGINEERS  
P.O. Box 4500  
Bossier City, LA 70086

**PERMITS**

This is to certify that the undersigned is the legal land owner, or authorized agent, of the property shown on this plan and that the property is not subject to any other liens, mortgages, or other encumbrances that would prevent the execution of the plan. The undersigned hereby certifies that the information provided on this plan is true and correct to the best of his knowledge and belief.

**APPROVED**

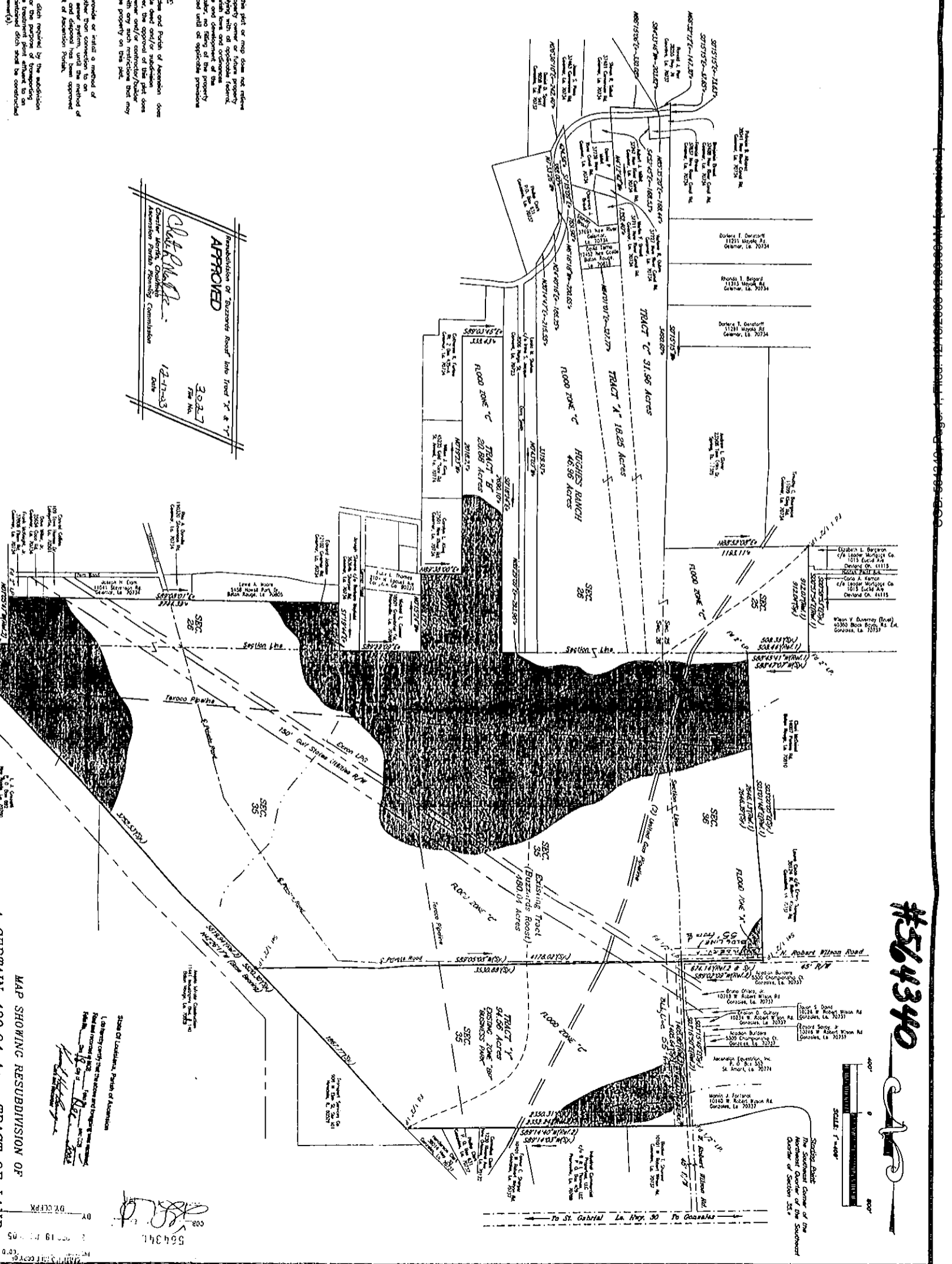
3.03.27  
12-17-83

Alvin Fairburn & Associates, LLC  
110 Avenue B, Suite 100  
Bossier City, LA 70086  
Phone: 985-438-1111  
Fax: 985-438-1112

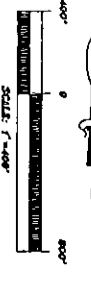
**ALVIN FAIRBURN & ASSOCIATES, LLC**  
CONSULTING ENGINEERS - LAND SURVEYORS  
LAND DEVELOPMENT CONSULTANTS  
PROJECT RESUME

110 Avenue B, Suite 100  
Bossier City, LA 70086  
Phone: 985-438-1111  
Fax: 985-438-1112

**MAP SHOWING RESUBDIVISION OF  
A CERTAIN 480.04 ACRE TRACT OF LAND  
FORMERLY KNOWN AS "BUZZARD ROOST",  
TRACT "X", A 385.48 ACRE TRACT OF LAND  
INTO  
TRACT "Y", A 94.56 ACRE TRACT OF LAND,  
LOCATED IN SECTION 25, 26, 34, 35 & 36, T9S-R2E, S1.D.,  
ASCENSION PARISH, LOUISIANA  
FOR  
HERBERT D. HUGHES (ESTATE TRUST)**



#564340



564341

RECEIVED AND FILED  
KERMIT HART BOURQUE  
CLERK OF COURT

JUDICIAL DISTRICT COURT

2005 JUN 30 P 2:01 PARISH OF ASCENSION

INSTRUMENT # 00610035  
FILED AND RECORDED  
ASCENSION CLERK OF COURT  
2005 JUN 30 01:53:35 PM  
COB  MOB  OTHER

BY Marie Madau STATE OF LOUISIANA  
CLERK & RECORDER  
ASCENSION PARISH

Marie Madau  
NUMBER: 80,517 RECORDER

SHELL PIPELINE COMPANY LP

DIV: D CERTIFIED TRUE COPY BY

VERSUS

ELIZABETH HUGHES DEPASS, AS TRUSTEE OF  
HERBERT D. HUGHES ESTATE TRUST  
AND L.J. GREZAFFI D/B/A L.J.G. LAND COMPANY

JUDGE: PROGRAM MIRE, JR.  
SLIPPRTO4

**STIPULATED JUDGMENT**

Plaintiff, Shell Pipeline Company LP ("Shell Pipeline"), and Defendant, L.J. Grezaffi d/b/a L.J.G. Land Company ("Defendant") through their undersigned counsel, jointly move this Court to enter the following judgment, and the Court enters its judgment as follows:

IT IS ORDERED, ADJUDGED AND DECREED that there be judgment herein in favor of Shell Pipeline and against Defendant, L.J. Grezaffi d/b/a L.J.G. Land Company, adjudicating unto Shell Pipeline a right of way and servitude over and across the following described property (the "Land") located in Ascension Parish:

A certain tract or parcel of land located in Sections 26 and 35, T9S, R2E, Ascension Parish, Louisiana, more specifically described in a Judgment of Possession dated April 28, 1998, and recorded in Original 595, Page 529 of the conveyance records of the Office of Clerk of Court, Ascension Parish, Louisiana, less and except any conveyances heretofore made.

Defendant, L.J. Grezaffi d/b/a L.J.G. Land Company ("L.J.G. Land Company"), claims an interest in the subject property pursuant to an Agreement to Purchase and Sell, in which L.J.G. Land Company agreed to buy and Elizabeth Hughes DePass, as Trustee of Herbert D. Hughes Estate Trust ("Hughes Estate Trust") agreed to sell the subject property, which claim is denied by Hughes Estate Trust. That Agreement to Purchase and Sell was filed and recorded with Ascension Parish Clerk of Court on February 25, 2005. Defendant, L.J.G. Land Company filed a Petition for Specific Performance and Damages against the Hughes Estate Trust, which suit was filed on April 13, 2005 and is captioned *L.J. Grezaffi d/b/a L.J.G. Land Company v. Elizabeth H. DePass, Trustee of the Herbert D. Hughes Estate Trust*, Number 80,447, Division B, 23<sup>rd</sup> Judicial District Court, Parish of Ascension, State of Louisiana. Hughes Estate Trust denies that said agreement to Purchase and Sell is enforceable. L.J.G. Land Company acknowledges that the entitlement or right to any compensation from Shell Pipeline for the rights of way and servitude

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which is the subject of this Stipulated Judgment depends on the final outcome or settlement of the suit for Specific Performance and Damages.

L.J.G. Land Company and Shell Pipeline understand and agree that the rights of way and servitudes granted herein shall become effective immediately upon the signing of this Stipulated Judgment by the Court, and that Shell Pipeline shall have the immediate right of access for all purposes consistent with the rights granted by this Stipulated Judgment. Shell Pipeline is hereby given the right to begin construction of the proposed pipeline on the Property. It is further understood and agreed that these proceedings will be stayed until such time as a determination is made by the court in *L.J. Grezaffi d/b/a L.J.G. Land Company v. Elizabeth H. DePass, Trustee of the Herbert D. Hughes Estate Trust*, Number 80,447, Division B, 23<sup>rd</sup> Judicial District Court, Parish of Ascension, State of Louisiana, or until such time as an agreement or settlement is reached by the parties in that proceeding as to which party or parties are entitled to all or any portion of the just compensation for the rights granted herein and any damages.

The permanent right of way and servitude ("Permanent Pipeline Servitude") adjudicated to Shell Pipeline is fifty feet (50') in width, comprising about 6.76 acres, and is described on a plat identified as Drawing No. SA-76839 and attached hereto and made a part hereof as Exhibit "A", and in a metes and bounds description attached hereto and made a part hereof as Exhibit "B". In addition, during the construction of the facilities described in the Petition for Expropriation, Shell Pipeline is adjudicated a temporary right of way and servitude and additional workspace ("Temporary Workspace") immediately adjacent to the permanent right of way and servitude, and comprising approximately 3.80 acres. The locations of the temporary right of way and servitude and additional work space are also shown on Drawing No. SA-76839, attached as Exhibit "A" to this Stipulated Judgment and to the Petition for Expropriation.

This Stipulated Judgment grants to Shell Pipeline and Defendant (also herein referred to as "GRANTOR," collectively) the rights, and imposes upon Shell Pipeline and GRANTOR the obligations set forth below.

The GRANTOR, for and in consideration of the sum of ONE HUNDRED AND NO/100 DOLLARS (\$100.00), and for other valuable consideration, cash in hand paid, and the obligations of SHELL PIPELINE herein contained, hereby grants and conveys unto SHELL PIPELINE the right at any time to lay, construct, operate, inspect, test, maintain, repair, renew, replace, substitute, change the size of (up to a maximum of 24"), upgrade, alter, mark, protect and remove a single pipeline (one pipeline only) and appurtenances, equipment and facilities, either above or below ground (with the pipeline to be below ground), useful or incidental to or for the operation, maintenance or protection thereof (including, but not limited to, electrical cables necessary to the proper and safe operation and maintenance of the pipeline buried in the Permanent Pipeline Servitude, air patrol markers, valves, test leads and corrosion control

equipment as long as such are directly related to the pipeline) (hereinafter collectively "the pipeline and appurtenances") for the transportation of crude petroleum products, distillate, condensate, liquefied petroleum gas, any hydrocarbon in a liquid state, any product in liquid state which is derived in whole or in substantial part from any hydrocarbon, and any mixture or mixtures thereof (sometimes referred to hereinafter as the "Permanent Pipeline Servitude"), in, on, over, under, across and through the above described "Land" in Ascension Parish, Louisiana.

The center line of the pipeline shall be located as close as practicable to the center of the Permanent Pipeline Servitude except where construction or other factors require deviation.

The Permanent Pipeline Servitude and Temporary Workspace as above described is granted by the GRANTOR and accepted by SHELL PIPELINE under and subject to the following provisions and stipulations, to-wit:

1. Upon completion of the laying of the pipeline and appurtenances, SHELL PIPELINE will provide and set visible monuments of concrete or other durable material where the pipeline enters and leaves the Land, where the pipeline changes direction, and at all road, utility crossings, stream and major ditch crossings. Vents and markers will be placed either at the terminal ends of the right of way, or along roads or fences, except where the pipeline changes direction in which case markers will be located at that point of change of direction. Additionally, within six months of completion of the pipeline and appurtenances, SHELL PIPELINE shall provide to GRANTOR an "as built" map depicting the actual location of the pipeline.

2. SHELL PIPELINE shall have the right of ordinary ingress and egress to and from the Permanent Pipeline Servitude at all times, and to the Temporary Workspace during construction. Other than in the event of emergency, SHELL PIPELINE shall enter and leave the Permanent Pipeline Servitude or the Temporary Workspace at the terminal ends thereof or from public roads or then existing private roads. The right of ordinary ingress and egress shall be restricted to SHELL PIPELINE'S employees, agents, servants, contractors, sub-contractors, permittees, guests or invitees, or SHELL PIPELINE'S contractors' agents, servants, sub-contractors, permittees, guests or invitees for the sole and only purpose of laying, constructing, operating, inspecting, testing, maintaining, repairing, renewing, replacing, substituting, changing the size of (up to a maximum of 24"), upgrading, altering, marking, protecting and removing the pipeline and appurtenances.

The parties further agree that in the event of an emergency, SHELL PIPELINE shall have the right of emergency ingress and egress over and across the Land and across other properties owned by GRANTOR, for as long as is necessary for SHELL PIPELINE to rectify the emergency. GRANTOR agrees to cooperate fully in providing SHELL PIPELINE with ingress and egress to and from the Permanent Pipeline Servitude and Temporary Work Space and with access to the pipeline and appurtenances in the event of an emergency. The right of emergency ingress and egress and access shall be restricted to SHELL PIPELINE's employees, agents, servants, contractors, sub-contractors, permittees, guests or invitees, or SHELL PIPELINE'S contractors' agents, servants, sub-contractors, permittees, guests or invitees. SHELL PIPELINE will compensate GRANTOR and/or its tenant for any damages caused by such emergency activities.

3. SHELL PIPELINE accepts the grant of the Permanent Pipeline Servitude subject to any and all zoning ordinances, regulations imposed by governmental authorities, recorded pre-existing leases, servitudes, rights-of-way and mineral rights or other rights heretofore granted and reserved affecting the Land. The grant is also made by GRANTOR and accepted by SHELL PIPELINE without warranty or recourse against GRANTOR, even for the return of all or any portion of the consideration paid for the Pipeline Servitude.

4. The rights herein granted shall not vest in or be construed to vest in SHELL PIPELINE any right, title or interest in or to the surface of the Permanent Pipeline Servitude or the Temporary Workspace other than as herein specifically provided or to any mineral or mineral rights in, on, under or that may be produced from the Land, nor as requiring the consent of SHELL PIPELINE to any lease, grant or other contract affecting either the surface, minerals or mineral rights with respect to the Land. It is particularly understood that SHELL PIPELINE's rights shall not interfere with the exploration for or development, production or marketing of any minerals, except that no surface activities shall be conducted on the surface of the Permanent Pipeline Servitude or Temporary Work Space.

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5. During construction, SHELL PIPELINE shall maintain all fences that it crosses so as to prevent cattle from leaving or entering the Land.

6. SHELL PIPELINE agrees that it will repair, as soon as practicable, all damage to roads on or adjacent to the Permanent Pipeline Servitude caused by SHELL PIPELINE in its use and operations hereunder. SHELL PIPELINE's right of ingress and egress as above set forth shall be restricted to SHELL PIPELINE's or its Contractors' employees, agents, servants, contractors, sub-contractors, permittees, guests or invitees for the sole and only purposes granted in this agreement. When SHELL PIPELINE intends to perform any work on the pipeline other than visual inspection, it shall notify GRANTOR, unless an emergency prevents such notice; provided, however, that a failure to notify GRANTOR shall not be deemed a material breach of this agreement or a default hereunder.

7. SHELL PIPELINE shall not fence said right of way or construct any building or other structure thereon; and the pipeline shall be placed underground and buried so that the top of the pipeline is at least forty eight (48") inches below the surface of the ground or when paralleling within fifty (50') feet of an existing pipeline, to substantially the same cover of the existing pipeline to the extent practicable. In no event shall the top of the pipeline be buried less than forty-eight (48") inches below the surface of the ground.

8. The drainage of the Land traversed by the servitude shall not be unreasonably interfered with, and SHELL PIPELINE shall not obstruct said drainage during construction or at any time thereafter, and all reasonable measures shall be taken to ensure immediate and proper repairs of any such disruption in drainage. Immediately after initial construction, and at all times thereafter that work on the pipeline is performed, SHELL PIPELINE will grade and maintain the property contours as nearly as practical to their original levels within the construction route.

9. SHELL PIPELINE shall pay for any damages to growing crops, livestock, drainage, utilities, fences, buildings, other structures and marketable timber on the Land caused by SHELL PIPELINE's construction operations.

10. On property in active agricultural use at the time of construction, SHELL PIPELINE shall utilize the "double ditching" method of excavating. SHELL PIPELINE shall remove the surface soil separately for the full length and width of the pipeline trench to a depth of not less than ten (10) inches. All subsoil material which is removed from the trench will be placed in a second stockpile that is separate from the topsoil stockpile. In backfilling the trench the stockpiled subsoil material will be placed back into the trench first followed by the topsoil stockpile. SHELL PIPELINE shall have the right to use additional workspace that is reasonably necessary, adjacent to the Permanent Pipeline Servitude and the Temporary Workspace, to separate such soil. SHELL PIPELINE shall tractor tread tamp over and above the pipeline or otherwise adequately pack the ditch. At the time of such filling and tamping, said pipeline ditch shall be, as nearly as practical, free of water; and in case of sinking or caving, SHELL PIPELINE shall take the necessary steps to refill and re-level the location to its condition prior to construction, including SHELL PIPELINE's responsibility to correct any future caving or sinking.

11. Upon completion of the construction, SHELL PIPELINE will clear all debris from the Land by removing same, and will level off the ground about the pipeline as nearly as practicable to that prior to the commencement of construction.

12. SHELL PIPELINE agrees to take reasonable steps to prohibit its employees and its contractors or subcontractors from carrying firearms or engaging in hunting or fishing on the Land.

13. GRANTOR reserves the right to fully use and enjoy the lands included in said right of way for all purposes other than those herein granted not inconsistent with this agreement, including the right to grant non-exclusive servitudes to others for the future installation of not more than two (2) pipelines within the Permanent Pipeline Servitude, sewerage facilities, electrical facilities and other related utilities provided that any additional pipelines and/or facilities are laid parallel to SHELL PIPELINE'S twenty-four (24") inch pipeline, or not located closer than fifteen (15') feet from the outer wall of SHELL PIPELINE'S twenty-four (24") inch

line. GRANTOR shall not construct or maintain or permit to be constructed or maintained on or over the permanent pipeline servitude any house, structure or other obstruction except as set forth herein. Without limiting the generality of the above, GRANTOR particularly reserves the right to cross the surface of the permanent pipeline servitude with roadways and parking lots, and to cross the permanent pipeline servitude with fences, electric lines, drainage lines, sewer lines, water lines, gas lines, cable television and fiber optic lines and other utilities as may be necessary, said lines or other utilities to be located adjacent to roadways or existing roads, if reasonably possible. In the event GRANTOR crosses the Permanent Pipeline Servitude with fences, SHELL PIPELINE shall have the right to install gates as necessary to allow unimpeded access to and along the Permanent Pipeline Servitude. Additionally, not less than sixty (60) days prior to the commencement of any work which may impact the Permanent Pipeline Servitude or the pipeline or appurtenances (with the exception of the construction of fences), GRANTOR shall send SHELL PIPELINE at least two sets of all final construction plans in detail sufficient to enable SHELL PIPELINE to ascertain whether or not such construction will conflict with the safe operation and maintenance of the Permanent Pipeline Servitude or the pipeline or appurtenances. In addition, at least forty-eight (48) hours prior to commencing any excavation or other construction activity in the vicinity of the Permanent Pipeline Servitude, pipeline or appurtenances, GRANTOR shall notify SHELL PIPELINE's Maintenance Control Center at telephone 1-800-852-7614 (or SHELL PIPELINE's successor or assign's maintenance control center at the telephone number provide by said successor or assignee) and the LOUISIANA One-Call System, at telephone 1-800-272-3020. All work in the vicinity of the pipeline must be done in accordance with generally accepted engineering practices and safety procedures in effect at the time.

14. In constructing, maintaining and operating the pipeline, SHELL PIPELINE shall observe the safety practices current in the industry. SHELL PIPELINE shall notify GRANTOR of any planned maintenance or operation work affecting or potentially affecting GRANTOR's utilities at least thirty (30) days in advance of any planned work. In the event of emergency work, SHELL PIPELINE shall notify GRANTOR no later than twenty-four (24) hours after the emergency no longer exists or as soon as reasonably possible where potential damage to GRANTOR's utilities exist.

15. SHELL PIPELINE hereby assumes all liability for and agrees to pay for all damages, including environmental damages to all property of any nature and kind, and all losses resulting from such injuries and damages, regardless of when such damages or losses are incurred, caused by SHELL PIPELINE'S construction, operation, maintenance, inspection, replacement, abandonment in place, or removal, of said pipeline, and agrees to indemnify GRANTOR, save it harmless and defend it from any and all claims, demands and causes of action for damage to property or injury to or death of persons or for environmental damages, including any claims arising under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and other applicable federal and state environmental laws, arising in connection with, caused by or resulting from SHELL PIPELINE'S construction, operation, maintenance, inspection, replacement, protection, repairing, changing the size of, abandonment in place, or removal of SHELL PIPELINE'S pipeline hereunder or the exercise by SHELL PIPELINE of any of the rights herein granted except to the extent that such claims, demands, or causes of action result from GRANTOR's gross negligence or willful misconduct of GRANTOR, their contractors, agents or assigns. SHELL PIPELINE'S liability and indemnity, hold harmless and related obligations as described in this agreement shall survive the terms of this agreement and extend to GRANTOR after any transfer or reversion of the property or property rights to GRANTOR or to any third party. The indemnity, hold harmless and defense provisions as provided above are applicable, but not limited to claims, demands, or suits for bodily injury, illness, disease, death, loss of services, maintenance, cure, property or wages which may be brought by SHELL'S employees, agents and/or assigns, and the agents, employees and/or assigns of their subcontractors, incident to, arising out of, in connection with or resulting from the activities of SHELL, its employees, agents and/or assigns or their subcontractors and their employees, agents and/or assigns or in connection with the work to be performed, services to be rendered or materials to be furnished under this Agreement.

16. In the event of a spill, release or escape of any contaminant, or in the event of any fire or explosion as a result of SHELL PIPELINE's operations, SHELL PIPELINE shall promptly undertake to repair or restore any damage to GRANTOR's property; provided that the obligation to repair or restore such property which is contaminated is not an obligation to provide

full or perfect repair or restoration, but shall be limited to the obligation to repair or restore to the extent necessary to comply with applicable environmental laws and regulations and pipeline safety regulations, including, if necessary, reburying any exposed pipe. In the event of a spill, release or escape of any contaminant, or in the event of any fire or explosion as a result of the operations of GRANTOR or the operations of GRANTOR's employees, agents, servants, permittees, guests or invitees, co-GRANTOR's, lessees, mineral lessees, tenants, contractors, or sub-contractors, or their respective employees, agents, servants, permittees, guests or invitees which causes or threatens to cause damage to the Permanent Pipeline Servitude, or to the pipeline or appurtenances, GRANTOR shall promptly notify SHELL PIPELINE; SHELL PIPELINE shall have the right to take any necessary corrective action to prevent threatened damage to the Permanent Pipeline Servitude, pipeline or appurtenances, which repair, restoration or corrective action shall be sufficient to protect the safety of the pipeline and appurtenances and the safety of SHELL PIPELINE, its contractors, subcontractors and their respective employees, agents, servants, permittees, guests or invitees; and GRANTOR shall be obligated to reimburse SHELL PIPELINE for all reasonable and necessary costs and expenses incurred in the exercise of said right.

17. In all disputes involving discharge of oil, saltwater or other noxious substances on the Land in the vicinity of the pipeline, SHELL PIPELINE shall bear the burden of proving these substances did not originate from its pipeline operations covered by this agreement and that the presence of such substances did not damage the Land.

18. After the pipeline provided for herein shall have been constructed and put into operation, should SHELL PIPELINE fail to use the same for the purposes herein permitted for a period of thirty-six (36) consecutive months, then and in that event this Permanent Pipeline Servitude shall be terminated, and SHELL PIPELINE shall remove the pipeline within one year from date of termination of the Permanent Pipeline Servitude, unless after notice to GRANTOR, the GRANTOR notifies SHELL PIPELINE not to remove the pipeline and to transfer GRANTORSHIP of the pipeline to GRANTOR. SHELL PIPELINE shall immediately notify GRANTOR in writing, by United States mail, certified, return receipt requested, of the termination of the Permanent Pipeline Servitude and its intent and plan to remove the pipeline. GRANTOR shall not be prejudiced in requiring this removal if GRANTOR is not aware that the Pipeline Servitude has terminated or has expired. Failure to notify or remove said pipeline within the above specified period, shall constitute an abandonment of any claim whatsoever to said pipeline on the part of SHELL PIPELINE, but shall not relieve SHELL PIPELINE of its obligation to remove the pipeline. Upon removal of the pipeline, SHELL PIPELINE shall reasonably restore the property as nearly as possible to the condition existing immediately prior to removal. If the pipeline is not required to be removed, SHELL PIPELINE shall take all practical steps to leave the pipeline in a safe (including environmentally safe) condition, in accord with the highest industry standards for abandoning pipelines in effect at the time of abandonment, after which it shall become the obligation of the GRANTOR to maintain the pipeline in a safe condition.

19. Upon the termination of all of SHELL PIPELINE's (or SHELL PIPELINE's successors' or assigns') rights in and to the Permanent Pipeline Servitude under any of the provisions of this Agreement, whether by abandonment or nonuse, SHELL PIPELINE and GRANTOR agree and obligate themselves to execute a recordable written instrument acknowledging the termination and release of the Permanent Pipeline Servitude and releasing SHELL PIPELINE from any liability for any loss, cost, expense or damage (including damage to property or injury to or death of persons) arising out of the construction, operation, maintenance and removal of the pipeline or appurtenances. Notwithstanding the foregoing, SHELL PIPELINE shall not be relieved of those obligations of this Agreement which expressly survive the termination of the Agreement.

20. SHELL PIPELINE shall conduct operations on the Land in a manner so as to conform with all local, state, and federal rules, ordinances, laws, and regulations applicable to SHELL PIPELINE.

21. SHELL PIPELINE shall have the right, from time to time, but not the obligation, to clear and keep cleared all trees, roots, brush, debris, obstructions or above-ground buildings, improvements, structures or obstacles from the Permanent Pipeline Servitude and the Temporary Workspace. After clearing those portions of the Permanent Pipeline Servitude or the Temporary

Workspace deemed necessary by SHELL PIPELINE for the laying, constructing, operating, inspecting, testing, maintaining, repairing, renewing, replacing, substituting, changing the size of (up to a maximum of 24"), upgrading, altering, marking, protecting and removing of the pipeline and appurtenances, SHELL PIPELINE shall remove all stumps, logs, limbs, trash and debris cleared by it from the Permanent Pipeline Servitude and/or the Temporary Workspace or burn them if permitted by law, and level the Land. Explosives shall not be used in removing stumps.

22. This instrument may be executed in multiple counterparts, and any such counterpart shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

23. The waiver or breach of any of the terms and conditions hereof shall be limited to the act or acts constituting such waiver or breach and shall never be construed as being a continuing or permanent waiver or breach of any other of the terms or conditions of this Agreement, all of which shall be and remain in full force and effect notwithstanding any such waiver or breach.

24. Any notice or other communication given by GRANTOR to SHELL PIPELINE with respect to this Agreement, except as provided for in paragraph twelve (12) hereinabove, shall be given by Registered or Certified Mail, Return Receipt Requested, addressed to SHELL PIPELINE COMPANY LP, Attention Property & Permitting Dept., Two Shell Plaza, Post Office Box 2648, Houston, Texas 77252 or at any subsequent address hereafter provided to GRANTOR in writing by SHELL PIPELINE or its successors or assigns. Any notice or other communication given by SHELL PIPELINE to GRANTOR with respect to this Agreement shall be given to GRANTOR at 143 East Main Street, New Roads, Louisiana 70760. Notification of any change in address or designation of GRANTOR's agents for notice shall be given to SHELL PIPELINE or its successors or assigns in writing in the manner herein provided.

25. The covenants and obligations of this right of way shall run with the land. Except to a parent, subsidiary, affiliated or related company, the rights herein granted may not be assigned without the prior written consent of GRANTOR, which consent shall not be unreasonably withheld, nor shall consent be required for any mortgage, pledge, or other type of encumbrance of the pipeline servitude.

Shell Pipeline and GRANTOR stipulate that the rights of way and servitudes granted herein shall become effective immediately upon the signing of this Stipulated Judgment by the Court, and that Shell Pipeline shall have the immediate right of access for all purposes consistent with the rights granted by this Stipulated Judgment.

Shell Pipeline is hereby given the right to begin construction of the proposed pipeline on the Property.

Shell Pipeline, having previously deposited \$23,475 into the registry of the Court, shall immediately deposit an additional \$82,365 for a total of \$105,840 being deposited into the registry of the Court. GRANTOR acknowledges that any requirement that there be additional payments to GRANTOR or into the registry of this Court, prior to construction of the proposed pipeline on the Property, of an amount determined by the Court to be just compensation is hereby waived and dispensed with.

Shell Pipeline and GRANTOR stipulate that the issue of just compensation for the rights adjudicated to Shell Pipeline by this judgment is reserved by GRANTOR and should GRANTOR exercise that right and reservation, the amount of just compensation determined by

the Court may be less or more than the amount deposited into the registry of the Court. Shell Pipeline will, if just compensation is litigated, pay to GRANTOR no more than the amount determined by the Court to be just compensation, whether that amount is less or more than the amount deposited in the registry of the Court. If the Court determines that the amount of just compensation awarded to GRANTOR is less than the amount of funds deposited into the registry of the Court, the remaining funds in the registry of the Court, after just compensation has been paid to Defendant, are the property of Shell Pipeline.

GRANTOR acknowledges that just compensation is to be determined according to law as of the date this Stipulated Judgment is signed.

GRANTOR acknowledges that just compensation is to be based on the fair market value of the subject property as of the date this Stipulated Judgment is signed.

Shell warrants and represents that this Stipulated Judgment and the Stipulated Judgment entered into by the Hughes Estate Trust contain the same obligations, stipulations, adjudications and acknowledgments and there are no additional or side agreements with the Hughes Estate Trust concerning the subject matter of this Stipulated Judgment.

Shell Pipeline agrees to pay to L.J.G. Land Company \$2,500 in attorney's fees when the payment of those fees is requested by the attorney or attorneys representing L.J.G Land Company.

GRANTOR acknowledges (i) that Shell Pipeline is a common carrier pipeline authorized to expropriate the permanent right of way and servitude, the temporary right of way and servitude and additional work space and attendant rights set forth herein; (ii) that Shell Pipeline has deposited into the registry of the court a price for the rights of way and servitudes granted herein in excess of its appraisal of fair market value of the rights of way and servitudes herein granted and believed by Shell to be adequate and just compensation; however, in keeping with GRANTOR's reservation, GRANTOR denies that the amount deposited constitutes all of the just compensation for all rights taken and damages to which he claims they are entitled, and contends that GRANTOR is entitled to such additional amounts for just compensation and damages, if any, to be determined at a trial on the merits of those issues, including attorney fees and costs.

GRANTOR hereby waives any and all defenses to the taking of the servitude and right of way and to access to the property provided for herein but reserves any and all other claims GRANTOR has or may have against any person.

COB: 610035; Page: 8; Filed: 6/30/2005 12:00:00AM [ascension:]

GRANTOR agrees to facilitate the granting of the rights of way and servitudes and the construction of the pipeline and does not wish to delay construction of the pipeline.

GRANTOR is therefore willing to and does agree to either accept compensation deposited by Shell Pipeline for the rights of way and servitudes granted herein, subject only to GRANTOR's right to claim entitlement to such compensation or to seek just compensation at a trial on the merits of just compensation to be held within six (6) months of the final determination of the matter of *L.J. Grezaffi d/ba L.J.G. Land Company v. Elizabeth H. DePass, Trustee of the Herbert D. Hughes Estate Trust*, Number 80,447, Division B, 23<sup>rd</sup> Judicial District Court, Parish of Ascension, State of Louisiana, or within six (6) months of any agreement or settlement between the parties as to which party or parties are entitled to all or any portion of the just compensation and damages, or as soon thereafter as the Court's docket will allow, and should Defendant fail to seek additional compensation within the time limits set forth herein, her reservation shall *ipso facto* terminate.

Notwithstanding GRANTOR's reserved limited right to seek just compensation in accordance with the terms and conditions hereof, nothing herein contained regarding GRANTOR's limited right to seek just compensation shall ever revoke, impair or diminish any of the rights of way and servitudes granted to Shell Pipeline in this Stipulated Judgment and GRANTOR acknowledges that his sole and only reserved right is the limited right to seek **just** compensation as described above.

Shell Pipeline and GRANTOR stipulate that this Stipulated Judgment shall be final and non-appealable.

Shell Pipeline and the GRANTOR reserve their respective rights to appeal any judgment on the issue of just compensation.

GRANTOR reserves the right to recover attorneys' fees and costs as provided by law, after the issue of just compensation has been finally adjudicated. Shell Pipeline reserves the right to recover costs as provided by law, after the issue of just compensation has been finally adjudicated.

GRANTOR appears herein through his undersigned counsel and through whom he accepts service of process of the petition for expropriation and waives citation.

APPROVED AND ENTERED as a Judgment of this Court, Donaldsonville,

Louisiana this 30 day of June, 2005.

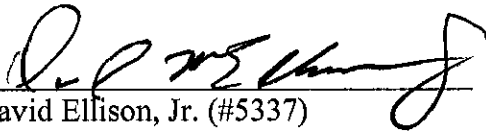


JUDGE PEGRAM MIRE, JR.  
23<sup>RD</sup> JUDICIAL DISTRICT COURT, DIVISION D  
PARISH OF ASCENSION

Respectfully Submitted:



G. William Jarman (#7238)  
Linda S. Akchin (#17904)  
Maxwell G. Kees, Sr. T.A. (#7675)  
Kean, Miller, Hawthorne, D'Armond,  
McCowan & Jarman, L.L.P.  
P.O. Box 3513 (70821)  
One American Place, 22<sup>nd</sup> Floor  
Baton Rouge, LA 70825  
Telephone: (225)387-0999  
*Attorneys for Plaintiff Shell Pipeline Company, LP*



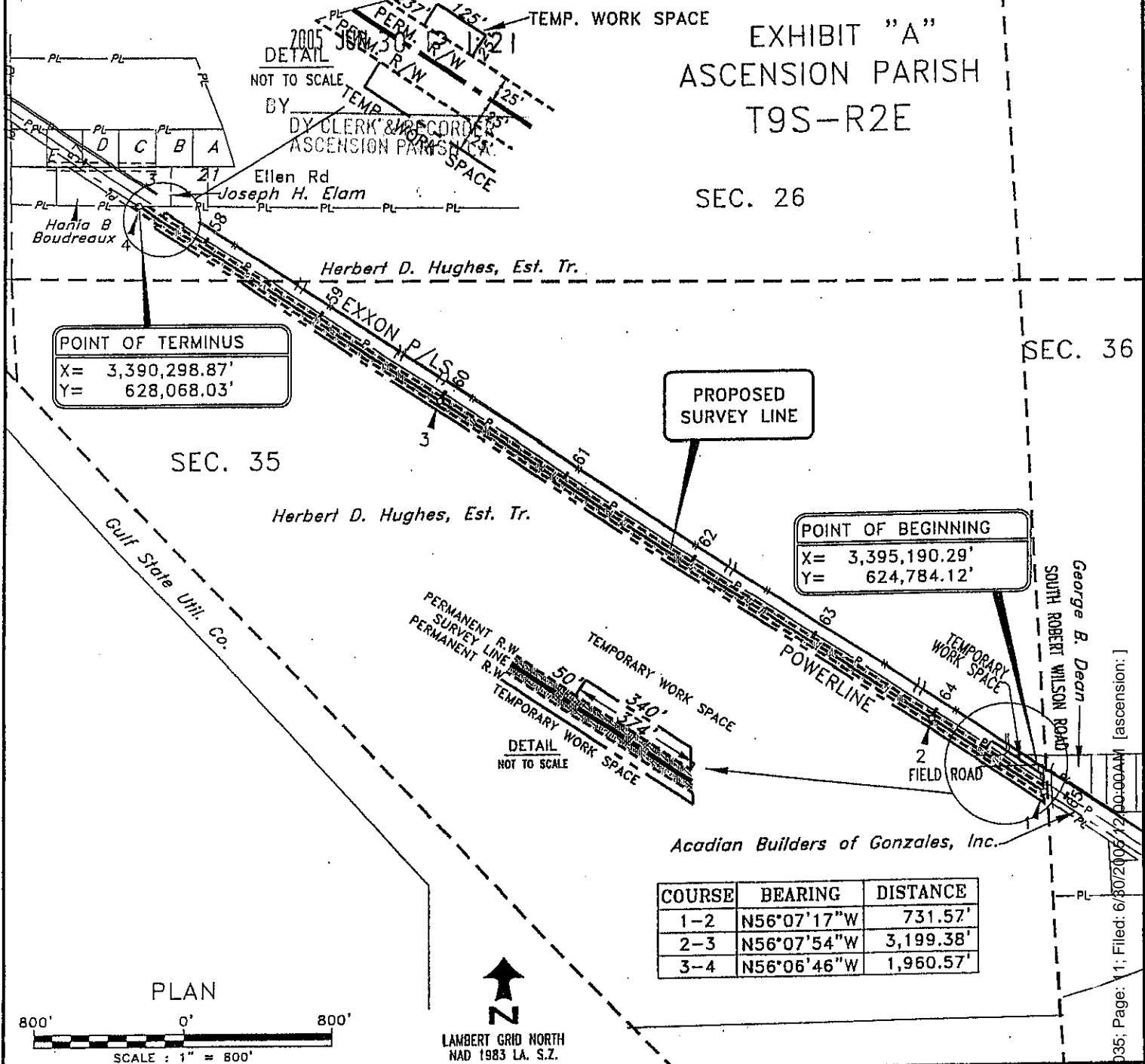
David Ellison, Jr. (#5337)  
Ellison, Ellison & Ogwyn  
336 Louisiana Avenue  
Baton Rouge, LA 70802  
(225)387-5119  
*Attorney for Defendant, L.J. Grezaffi d/b/a  
L.J.G. Land Company*

COB: 610035; Page: 10; Filed: 6/30/2005 12:00:00AM [ascension: ]

RECEIVED AND FILED  
KERMIT HART BOURQUE  
CLERK OF COURT

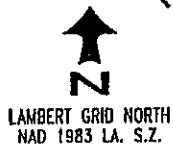
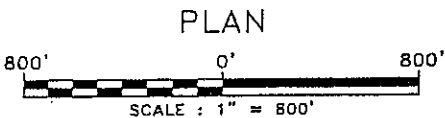
EXHIBIT "A"  
ASCENSION PARISH  
T9S-R2E

SEC. 26



POINT OF TERMINUS  
X= 3,390,298.87'  
Y= 628,068.03'

POINT OF BEGINNING  
X= 3,395,190.29'  
Y= 624,784.12'



NOTE: THIS PLAT WAS PREPARED FOR RIGHT-OF-WAY ACQUISITION ONLY. IT 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 STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

THE LOCATION OF SECTION, TOWNSHIP AND RANGE LINES SHOWN HEREON ARE APPROXIMATE AND SHOULD BE USED SOLELY FOR LOCATIVE PURPOSES ONLY.

OWNERSHIP INFORMATION PROVIDED BY CONTRACT LAND STAFF, INC.

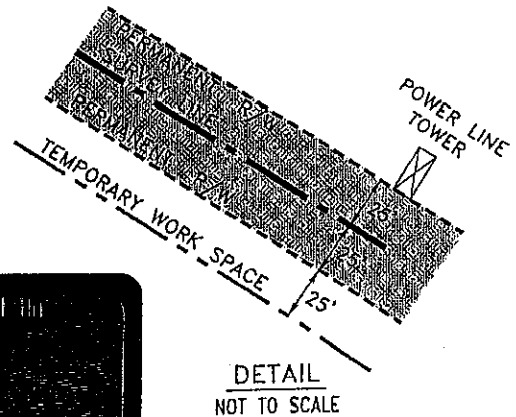
- PL — PL — PROPERTY LINE
- | — | — EXISTING PIPELINE
- P — P — POWERLINE

NOT VALID UNLESS SIGNED

STATE OF LOUISIANA  
SEAL  
RONALD E. PRATHER  
Reg. No. 4643  
REGISTERED PROFESSIONAL LAND SURVEYOR

RONALD E. PRATHER  
PROFESSIONAL LAND SURVEYOR  
LOUISIANA REGISTRATION NO. 4643  
C&C TECHNOLOGIES, INC.  
730 E. Kaliste Saloom Rd., Lafayette, LA 70503-0660

Herbert D. Hughes, Est. Tr. OWNER  
5891.52 FT. LENGTH  
±6.76 PERM. R/W AC.  
±3.80 TEMP. R/W AC. (ADDITIONAL)



TR # 135

REV	DATE	DESCRIPTION OF REVISION	ES NO.	BY	APP
	2/3/05	REVISED TEMPORARY WORK SPACE		REP	
	10/25/04	REVISED RIGHT OF WAY		REP	
	10/12/04	MODIFIED TEMPORARY WORK SPACE		REP	

THIS DOCUMENT IS CONFIDENTIAL AND IT SHALL NOT BE REPRODUCED OR REDISTRIBUTED WITHOUT PRIOR PERMISSION. NEITHER THE OPERATOR NOR THE OWNER MAKE ANY WARRANTY AS TO THE CORRECTNESS OR COMPLETENESS OF THE INFORMATION CONTAINED ON THIS DRAWING, AND THE USER ASSUMES ALL RISK OF LOSS TO PERSON AND PROPERTY AS A RESULT OF RELIANCE THEREON.

PROPOSED 24" PIPELINE  
CROSSING PROPERTY OF  
Herbert Hughes, Est, Tr.  
ASCENSION PARISH, LOUISIANA

DATE	08/09/2004.	REV.
	SA-76839	

**EXHIBIT B**

Right-of-Way Crossing  
Herbert Hughes, Est., Tr.

Pipeline easement over, under, and across the property of Herbert Hughes, Est., Tr., (Hughes) being located in Sections 35 and 26, Township 9 South - Range 2 East, Ascension Parish, Louisiana, being more fully described as follows:

Permanent easement shall be a strip of land 50 feet wide, parallel and centered 25 feet each side of herein described survey line together with a 25 foot Temporary Work Space, adjacent and parallel the Southwesterly side of the permanent easement herein described.

Beginning at a point on the apparent Eastern boundary line of the Hughes' property having coordinates of X=3,395,190.29' and Y=624,784.12'; thence North 56°07'17" West 731.57 feet; thence North 56°07'54" West 3,199.38 feet; thence North 56°06'46" West 1,960.57 feet to a point of Terminus on the apparent Northern boundary line of the Hughes' property having a coordinates of X=3,390,298.87' and Y=628,068.03'. The side lines of easement shall be extended or shortened to meet at angle points and to commence and terminate on the Eastern and Northern boundary lines of said property, respectively. Together with additional Temporary Work Spaces all being more fully shown on attached plat SA-76839.

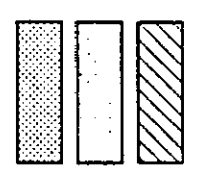
Said easement crossing the Hughes' property being approximately 5,891.52 feet in length, containing 6.76 acres, more or less, of permanent easement along with 3.80 acres, more or less, of temporary workspace.

All coordinates, bearings and distances are based upon the Louisiana Lambert Plane Coordinate System NAD83 South Zone.

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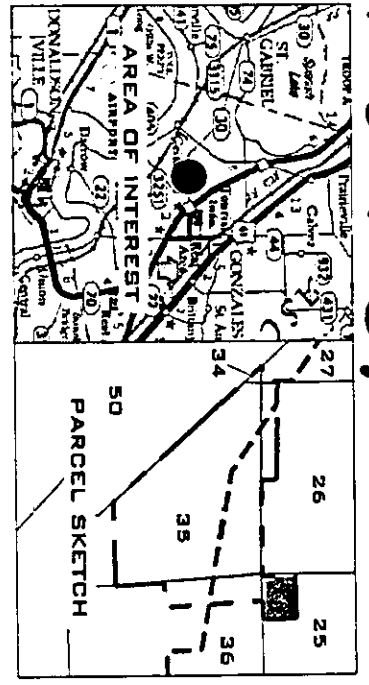
#887037

- LEGEND**
- PERMANENT PIPELINE SERVITUDE (3.06 ACRES)
  - TEMPORARY WORKSPACE (6.12 ACRES)
  - ADDITIONAL TEMPORARY WORKSPACE (1.82 ACRES)
  - PROPERTY LINE
  - EXISTING PIPELINE
  - OVERHEAD ELECTRIC LINE
  - TEMPORARY ACCESS ROAD



MAHALEY MORTON ESTATE 50% STATE OF LOUISIANA 50% LAD005-0067

**ASCENSION PARISH, LOUISIANA**  
 SECTION 26, 35, & 36  
 T09S - R02E  
 EXHIBIT "B"



LINE TABLE (REF. SHEET 3)

**NOTES:**

- 1) THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND COMPLES WITH THE APPLICABLE STANDARDS OF PRACTICE AS STIPULATED IN THE LOUISIANA ADMINISTRATION CODE, TITLE 46, PART LXI, CHAPTER 29, §2909 (ROUTE SURVEYS).
- 2) THIS PLAT MEETS THE ACCURACY STANDARDS FOR A CLASS "D" (RURAL) SURVEY, AS STIPULATED IN THE LOUISIANA ADMINISTRATION CODE, TITLE 46, PART LXI, CHAPTER 29, §2913 (POSITIONAL ACCURACY SPECIFICATION AND POSITIONAL TOLERANCES).
- 3) BEARINGS AND DISTANCES ARE GRID AND REFERENCED TO NAD83, STATE PLANE COORDINATES, LOUISIANA SOUTH ZONE (1702), U.S. SURVEY FEET.
- 4) NO ABSTRACT WAS MADE BY THIS SURVEYOR TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS-OF-WAY, OR OTHER BURDENS ON THIS PROPERTY, OTHER THAN THAT FURNISHED BY THE CLIENT OR HIS REPRESENTATIVE.
- 5) THIS PLAT DOES NOT CONVEY OWNERSHIP OR TRANSFER OF TITLE OR ANY OTHER RIGHTS, UNLESS AND UNTIL FILED FOR REGISTRY IN THE OFFICE OF THE PARISH RECORDER OF THE PARISH WHERE THE LAND IS SITUATED.

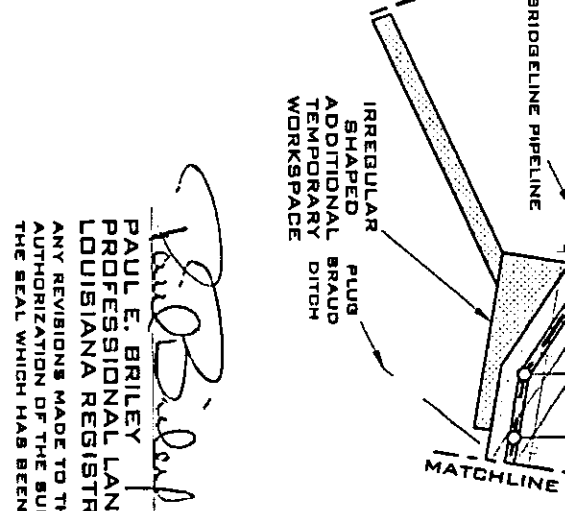
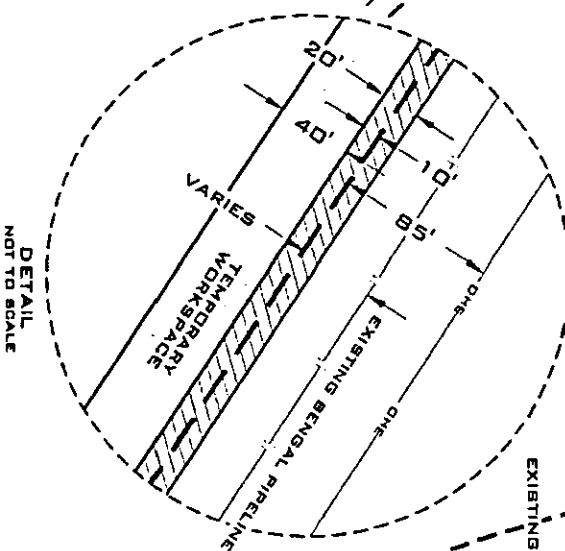
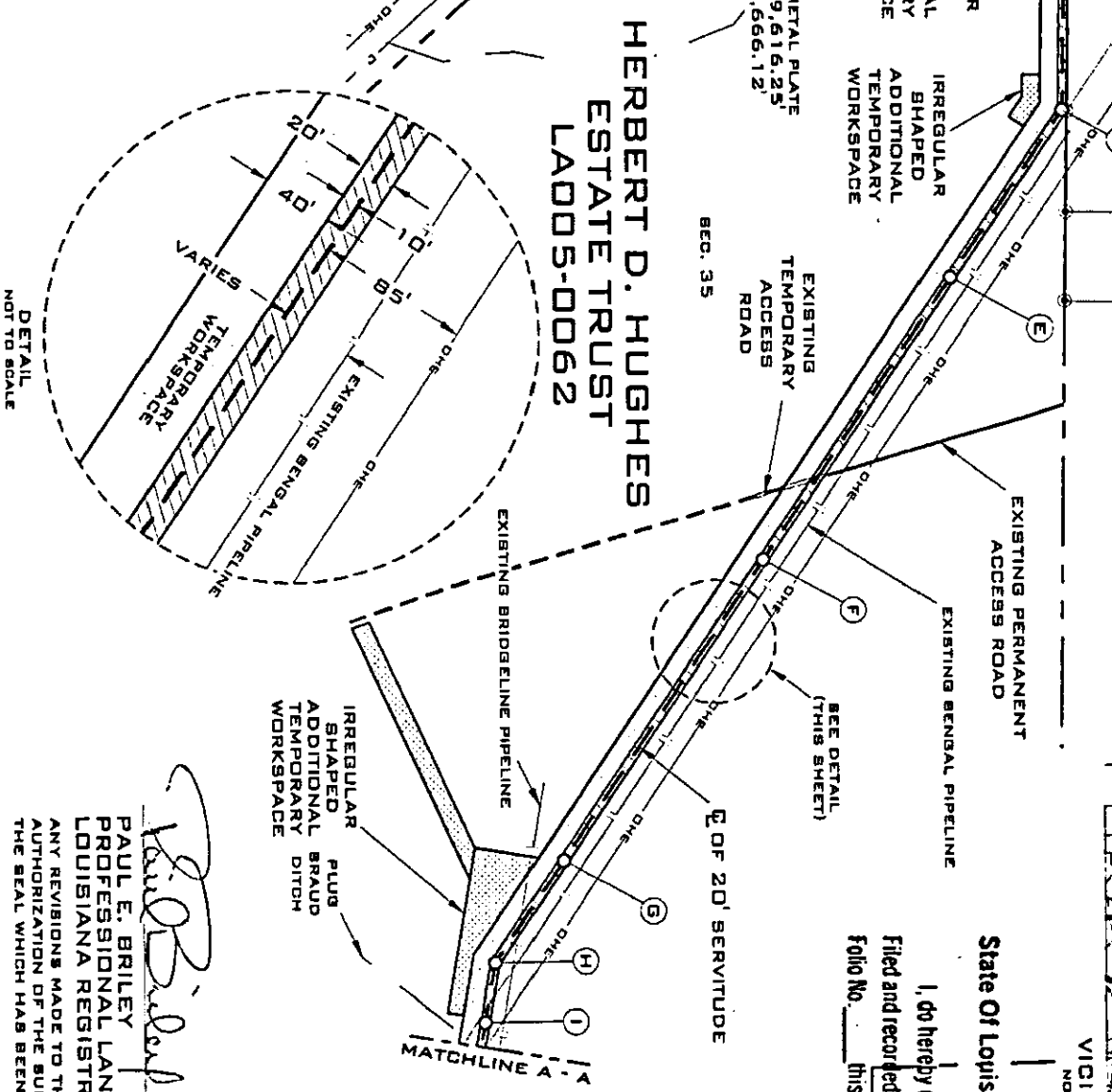
**ASCENSION PIPELINE COMPANY, LLC**

PROPOSED PIPELINE SERVITUDE  
 ACROSS THE PROPERTY OF  
 HERBERT D. HUGHES ESTATE TRUST  
 LAD005-0062

**JOHN CHANCE**  
 LAND SURVEYOR, INC.

GEODETIC DATUM: NAD83	SCALE: 0	400'
PROJECTION: LOUISIANA SOUTH	IN FEET	
GRID UNITS: US SURVEY FEET		
Job No.: 14-0535	Date: 5/8/15	Drawn: BPM/RJM/REB
Chart: 1	Sheet: 3	

Prof. No.: MJS  
 Revised: 9/28/15  
 Printed: 9/28/15



State Of Louisiana, Parish of Ascension

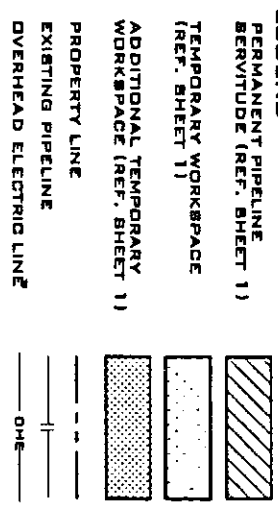
I, do hereby certify that the above and foregoing was  
 Filed and recorded in MOB Folio No. \_\_\_\_\_  
 Folio No. 2 this 2nd day of Dec 2015 and COB

**BRIDGET HANNA**  
 Clerk and Recorder



PAUL E. BRILEY  
 PROFESSIONAL LAND SURVEYOR  
 LOUISIANA REGISTRATION NO. 4809  
 ANY REVISIONS MADE TO THIS DRAWING WITHOUT THE WRITTEN AUTHORIZATION OF THE SUPERVISING PROFESSIONAL WILL VOID THE SEAL WHICH HAS BEEN PLACED HEREON.

**LEGEND**



LINE TABLE (REF. SHEET 3)

**NOTES:**

- 1) THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND COMPLEES WITH THE APPLICABLE STANDARDS OF PRACTICE AS STIPULATED IN THE LOUISIANA ADMINISTRATION CODE, TITLE 46, PART LXI, CHAPTER 29, §2909 (ROUTE SURVEYS).
- 2) THIS PLAT MEETS THE ACCURACY STANDARDS FOR A CLASS "0" (RURAL) SURVEY, AS STIPULATED IN THE LOUISIANA ADMINISTRATION CODE, TITLE 46, PART LXI, CHAPTER 29, §2913 (POSITIONAL ACCURACY SPECIFICATION AND POSITIONAL TOLERANCES).
- 3) BEARINGS AND DISTANCES ARE GRID AND REFERENCED TO NAD83, STATE PLANE COORDINATES, LOUISIANA BOUTH ZONE (1702), U.S. SURVEY FEET.
- 4) AND ABSTRACT WAS MADE BY THIS SURVEYOR TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIPS, SERVITUDES, EASEMENTS, RIGHTS-OF-WAY, OR OTHER BURDENS ON THIS PROPERTY, OTHER THAN THAT FURNISHED BY THE CLIENT OR HIS REPRESENTATIVE.
- 5) THIS PLAT DOES NOT CONVEY OWNERSHIP OR TRANSFER OF TITLE OR ANY OTHER RIGHTS, UNLESS AND UNTIL FILED FOR REGISTRY IN THE OFFICE OF THE PARISH RECORDER OF THE PARISH WHERE THE LAND IS SITUATED.

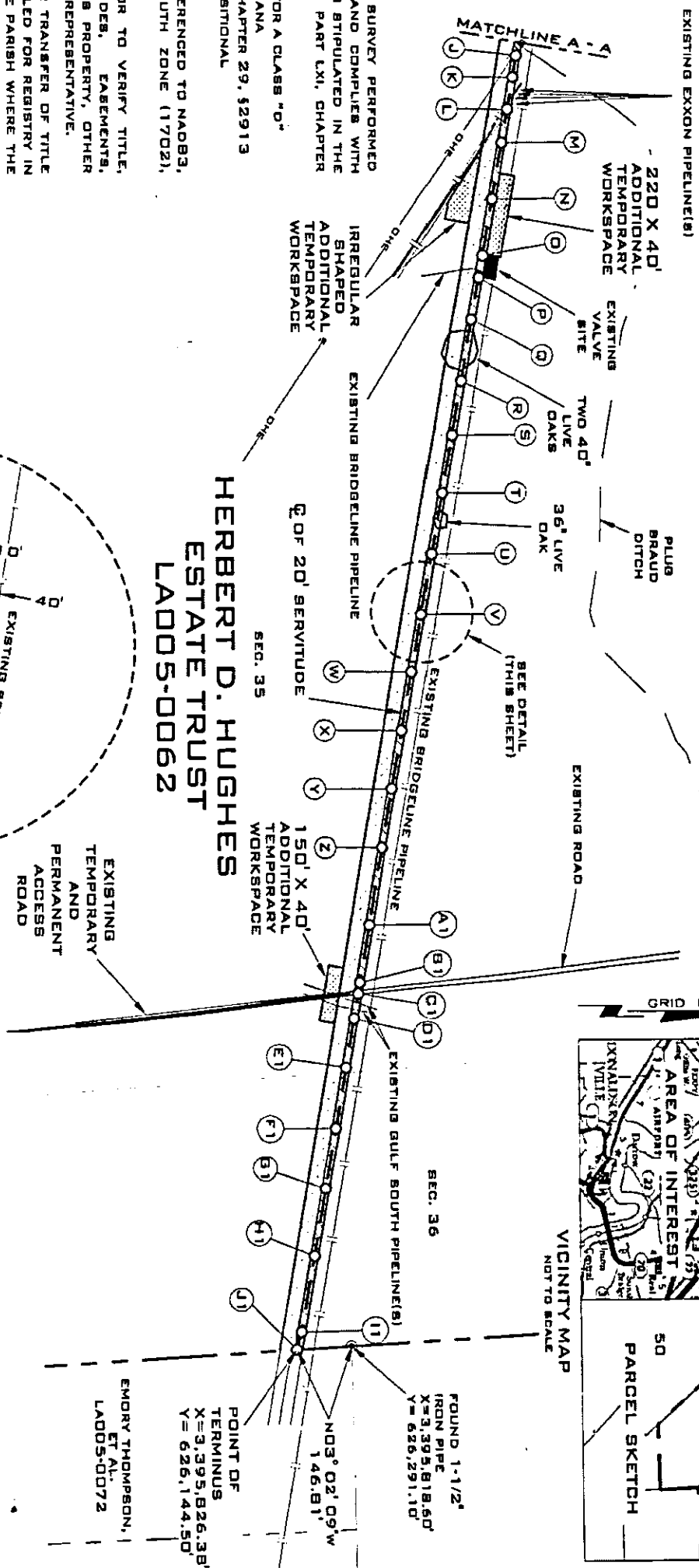
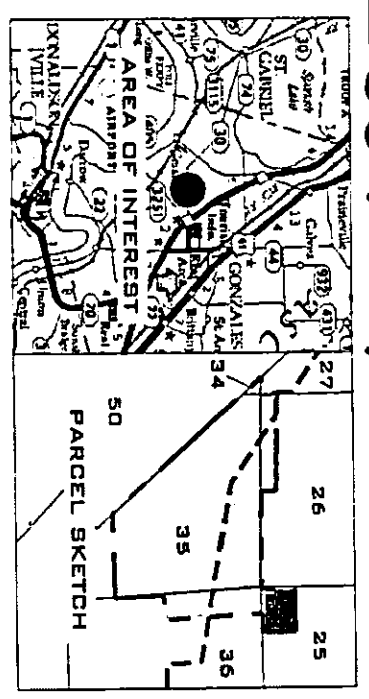
**ASCENSION PIPELINE COMPANY, LLC**

PROPOSED PIPELINE SERVITUDE  
ACROSS THE PROPERTY OF  
**HERBERT D. HUGHES ESTATE TRUST**  
LAD05-0062

**JOHN CHANCE**  
LMD SURVEYS, INC.

PROTECTIVE DATUM: NAD83	SCALE: 0	400'
PROJECTION: LOUISIANA SOUTH	IN FEET	
GRID UNITS: US SURVEY FEET		
Job No.: 14-0535	Date: 5/8/15	Drawn: BPM/RJM/PEB
		Chart: 01
\\12014\140535\CAD\PLATS\AD05-0062\AD05-0062 (3-28-15).dwg		Printed: 9/28/15

**ASCENSION PARISH, LOUISIANA**  
SECTION 26, 35, & 36  
T09S - R02E  
EXHIBIT "B"

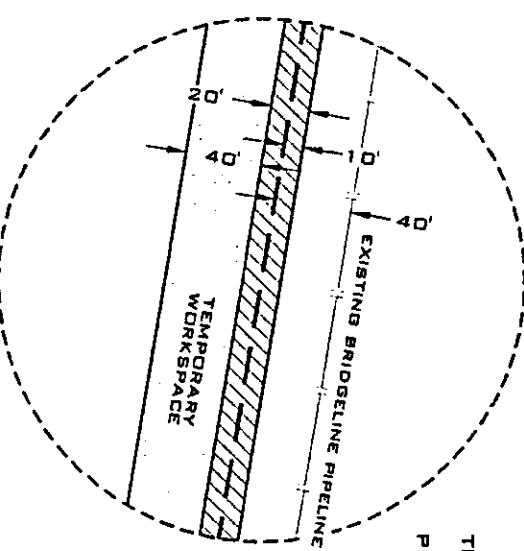


**HERBERT D. HUGHES  
ESTATE TRUST**  
LAD05-0062

EXISTING TEMPORARY AND PERMANENT ACCESS ROAD

POINT OF TERMINUS  
X=3,395,818.60  
Y=626,144.50

EMORY THOMPSON,  
ET AL.  
LAD05-0072




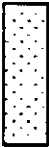
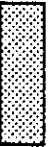

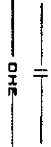

State Of Louisiana, Parish of Ascension

I, do hereby certify that the above and foregoing was received,  
Filed and recorded in MGB Folio No. \_\_\_\_\_ and COB  
Folio No. 201 this 20th day of Dec 2015

**BRIDGET HANNA**  
Clerk and Recorder

# 887037

**LEGEND**

- PERMANENT PIPELINE SERVITUDE (REF. SHEET 1) 
- TEMPORARY WORKSPACE (REF. SHEET 1) 
- ADDITIONAL TEMPORARY WORKSPACE (REF. SHEET 1) 
- PROPERTY LINE 
- EXISTING PIPELINE 
- OVERHEAD ELECTRIC LINE 

**NOTES:**

- 1). THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND COMPLIES WITH THE APPLICABLE STANDARDS OF PRACTICE AS STIPULATED IN THE LOUISIANA ADMINISTRATION CODE, TITLE 46, PART LXI, CHAPTER 29, §2909 (ROUTE SURVEYS).
- 2). THIS PLAT MEETS THE ACCURACY STANDARDS FOR A CLASS "D" (RURAL) SURVEY, AS STIPULATED IN THE LOUISIANA ADMINISTRATION CODE, TITLE 46, PART LXI, CHAPTER 29, §2913 (POSITIONAL ACCURACY SPECIFICATION AND POSITIONAL TOLERANCES).
- 3). BEARINGS AND DISTANCES ARE GRID AND REFERENCED TO NAD83, STATE PLANE COORDINATES, LOUISIANA SOUTH ZONE (1702), U.S. SURVEY FEET.
- 4). NO ABSTRACT WAS MADE BY THIS SURVEYOR TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS-OF-WAY, OR OTHER BURDENS ON THIS PROPERTY, OTHER THAN THAT FURNISHED BY THE CLIENT OR HIS REPRESENTATIVE.
- 5). THIS PLAT DOES NOT CONVEY OWNERSHIP OR TRANSFER OF TITLE OR ANY OTHER RIGHTS, UNLESS AND UNTIL FILED FOR REGISTRY IN THE OFFICE OF THE PARISH RECORDER OF THE PARISH WHERE THE LAND IS SITUATED.

**ASCENSION PIPELINE COMPANY, LLC**

**PROPOSED PIPELINE SERVITUDE  
ACROSS THE PROPERTY OF  
HEBERT D. HUGHES ESTATE TRUST  
LA005-0062**

**JOHN CHANCE**  
LAND SURVEYS, INC.



GEODETIC DATUM: NAD83  
PROJECTION: LOUISIANA SOUTH  
GRID UNITS: US SURVEY FEET

Job No.: 14-0535 Date: 5/8/15 Dwn: BPM/PEB Chart: OF: 3

Scale: 0 400'  
IN FEET

L:\2014\140535\CAD\PLANS\LA005-0062\LA005-0062 (3-28-15).dwg

Proj. Mgr.: MJS  
Revised: 9/28/15  
Printed: 9/28/15

[.:unsunsocsl] MW00:00:00  
EXPLODED FILE  
Page 1 of 1  
COB: 887037

887037

**PROPOSED PERMANENT SERVITUDE**

COURSE	BEARING	DISTANCE
A-B	N88° 35' 27"E	124.74'
B-C	S89° 06' 43"E	125.17'
C-D	S89° 07' 07"E	381.57'
D-E	S56° 06' 08"E	448.28'
E-F	S56° 09' 49"E	748.44'
F-G	S56° 05' 00"E	800.80'
G-H	S56° 12' 50"E	270.82'
H-I	S80° 11' 03"E	133.86'
I-J	S79° 30' 50"E	91.18'
J-K	S80° 49' 18"E	57.57'
K-L	S80° 20' 49"E	87.90'
L-M	S79° 54' 24"E	90.58'
M-N	S80° 06' 15"E	154.74'
N-O	S80° 09' 36"E	153.41'
O-P	S80° 34' 55"E	60.93'
P-Q	S79° 30' 21"E	114.34'
Q-R	S80° 25' 12"E	166.71'
R-S	S80° 12' 33"E	147.71'
S-T	S79° 53' 02"E	156.02'
T-U	S80° 06' 00"E	166.97'
U-V	S80° 14' 09"E	166.12'
V-W	S80° 01' 32"E	156.33'
W-X	S80° 12' 28"E	161.18'
X-Y	S80° 06' 47"E	159.89'
Y-Z	S80° 04' 02"E	160.88'
Z-A1	S80° 11' 43"E	210.16'
A1-B1	S80° 02' 38"E	155.98'
B1-C1	S80° 22' 31"E	30.40'
C1-D1	S80° 15' 29"E	67.95'
D1-E1	S80° 10' 57"E	133.78'
E1-F1	S80° 14' 45"E	168.03'
F1-G1	S79° 58' 13"E	162.63'
G1-H1	S80° 07' 50"E	185.97'
H1-I1	S79° 54' 12"E	209.69'
I1-J1	S74° 33' 00"E	49.24'
TOTAL LENGTH = 6,659.92' = 403.63 RODS		

State Of Louisiana, Parish of Ascension

I, do hereby certify that the above and foregoing was received  
 Filed and recorded in MOB Folio No. \_\_\_\_\_ and COB   
 Folio No. 22 this 22 day of Dec 2015  
 BRIDGET HANNA  
 Clerk and Recorder



#988035

ASCENSION PARISH, LOUISIANA

SECTIONS 26 & 35, T9S - R2E State Of Louisiana, Parish of Ascension  
EXHIBIT "A"

I, do hereby certify that the above and foregoing was re  
Filed and recorded in MOB \_\_\_\_\_ Folio No. \_\_\_\_\_ and COB  
Folio No. \_\_\_\_\_ this 13<sup>th</sup> day of Feb 2020

BRIDGET HANNA  
Clerk and Recorder

ELLEM ROAD

LA ASC 042

SHEILA ANN BATISTE  
LOT 3

P.O.E.  
N=628065.55  
E=3390466.56

LA ASC 042-1

MARY B. EMERSON  
LOT 2

FND. 1/2" IP  
N=628068.77  
E=3390243.11

LA ASC 043

SLC, L.L.C.

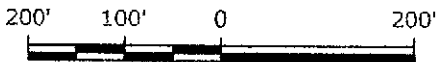
TRACT "X-8-A-1"  
CALLED 312.410 ACRES  
PLAT SHOWING THE RE-SUBDIVISION OF TRACTS  
"X-8-A AND "Y-8" OF SLC, L.L.C. INTO TRACTS  
"X-8-A-1", "Y-8-A" AND "Y-8-B"  
SECTIONS 26, 34, 35 & 36, T9S - R2E  
INSTRUMENT NO. 961307

CL PERMANENT SERVITUDE LINE TABLE

LINE #	LENGTH	BEARING
L1	736.00'	S 56°04'16" E
L2	669.21'	S 56°16'51" E
L3	741.64'	S 55°57'53" E
L4	278.63'	S 55°51'25" E
L5	776.33'	S 56°21'42" E
L6	478.07'	S 55°54'17" E
L7	461.20'	S 56°01'26" E
L8	335.20'	S 56°33'40" E
L9	322.75'	S 56°00'24" E
L10	23.40'	S 56°13'26" E
L11	66.98'	N 78°53'32" E
L12	140.17'	S 56°06'28" E
L13	66.31'	S 11°06'28" E
L14	237.96'	S 56°13'26" E
L15	289.82'	S 55°46'02" E
L16	137.04'	S 56°06'23" E

LINE #	LENGTH	BEARING
L17	151.23'	S 03°12'12" E

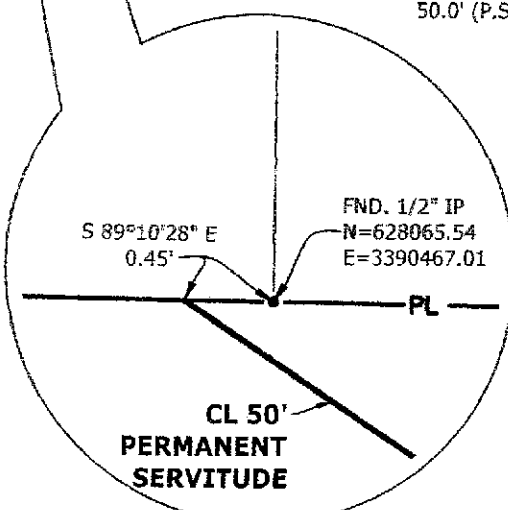
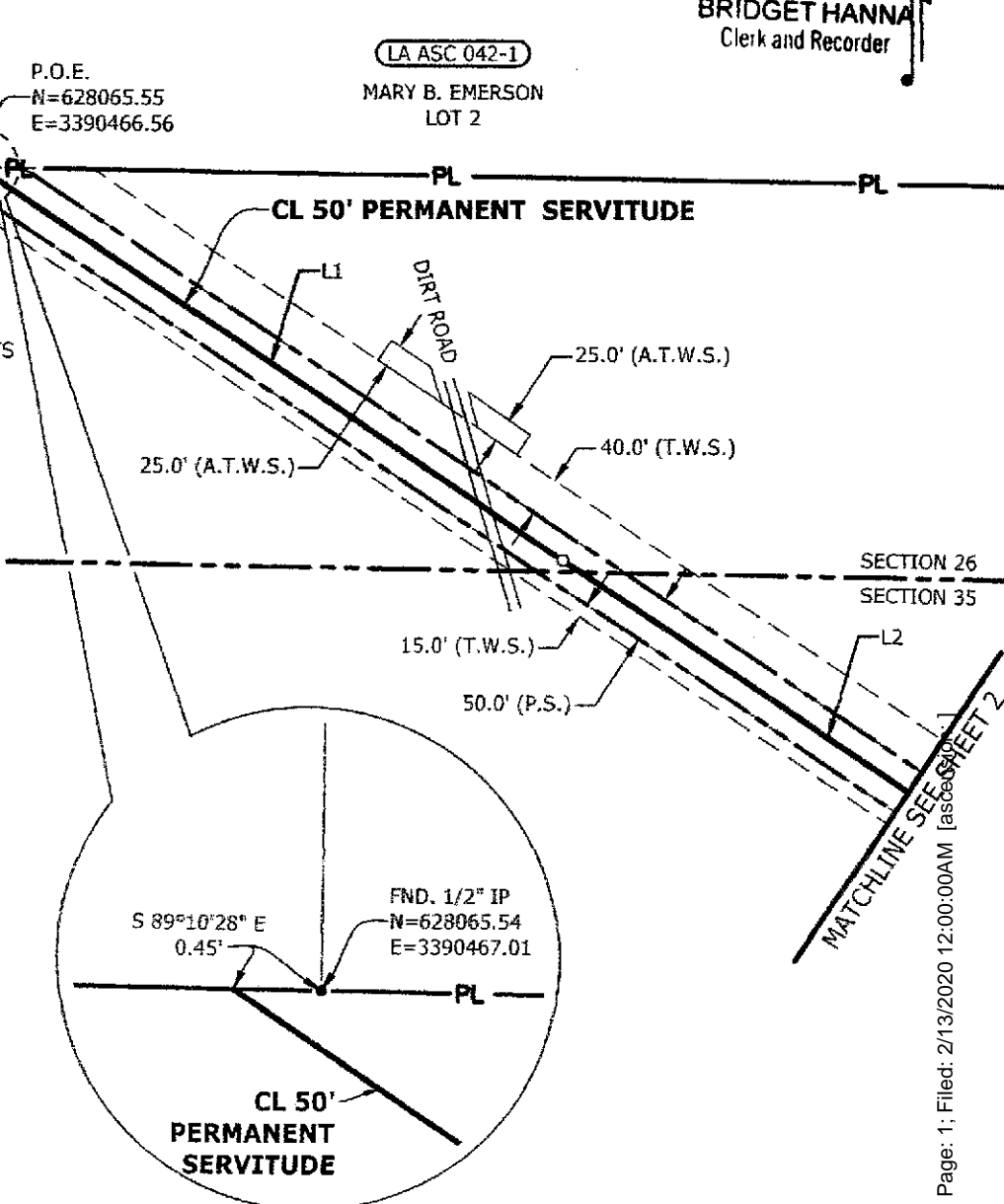
SCALE: 1" = 200'



LEGEND

- P.O.E. - POINT OF ENTRY
- P.O.X. - POINT OF EXIT
- P.O.B. - POINT OF BEGINNING
- P.O.T. - POINT OF TERMINATION
- PL - PROPERTY LINE
- P.S. - PERMANENT SERVITUDE
- T.W.S. - TEMPORARY WORKSPACE
- A.T.W.S. - ADDITIONAL TEMPORARY WORKSPACE
- - FOUND MONUMENT
- - CALCULATED POINT

LENGTH OF CL PERMANENT SERVITUDE: 5760.71 FEET  
 PERMANENT SERVITUDE: (6.61 AC.)  
 TEMPORARY WORKSPACE: (7.16 AC.)  
 ADDITIONAL TEMPORARY WORKSPACE: (0.980 AC.)  
 EXISTING EXXON PERMANENT SERVITUDE: (2.61 AC.)  
 INGRESS / EGRESS & ELECTRICAL SERVITUDE: (0.476 AC.)  
 LENGTH OF CL INGRESS/EGRESS & ELECTRICAL SERVITUDE: 691.68 FEET  
 NEW SURFACE SITE: (0.088 AC.)



DETAIL  
N.T.S.



*Lawrence O. Kelly* 7-19-19  
 LAWRENCE O. KELLY  
 REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5095

WOOD GROUP USA, INC. FIRM NO. VF.0000489

BEARINGS, DISTANCES AND COORDINATES ARE BASED ON LAMBERT GRID - LA SOUTH ZONE 1702 (NAD 83), U.S. SURVEY FEET AS DERIVED FROM GP.S. OBSERVATIONS (OPUS).

NOTE: THIS PLAT WAS PREPARED FOR RIGHT-OF-WAY ACQUISITION PURPOSES ONLY AND DOES NOT CONSTITUTE A PROPER BOUNDARY SURVEY. THIS PLAT CONFORMS TO THE STANDARDS OF PRACTICE AS FOUND IN L.A.C. TITLE 46:LXI, CHAPTER 29 FOR A CLASS "D" ROUTE SURVEY. THE LOCATION OF SECTION, TOWNSHIP AND RANGE LINES SHOWN HEREON ARE APPROXIMATE AND SHOULD BE USED FOR LOCATIVE PURPOSES ONLY.

SHEET 1 OF 7

REV.	DATE	DESCRIPTION	DRAWN	CHKD.	APPD.	ExxonMobil Pipeline Company BATON ROUGE PIPELINE PROJECT
0	03/07/19	ISSUED FOR USE	AG	NJF	LOK	
1	07/17/19	ADDED RE-SUBDIVISION TRACT	NJF	LJB	LOK	
						SCALE 1" = 200' DATE 07/17/18
						DWG. NO. BTR-SR-0000-WG-LD-0001-057

FILE: R:\Projects\10572\BTRSR-0000\WG-LD-0001-057.dwg PLOT DATE: 7/18/2019 BY: BRIDGES, LLOYD

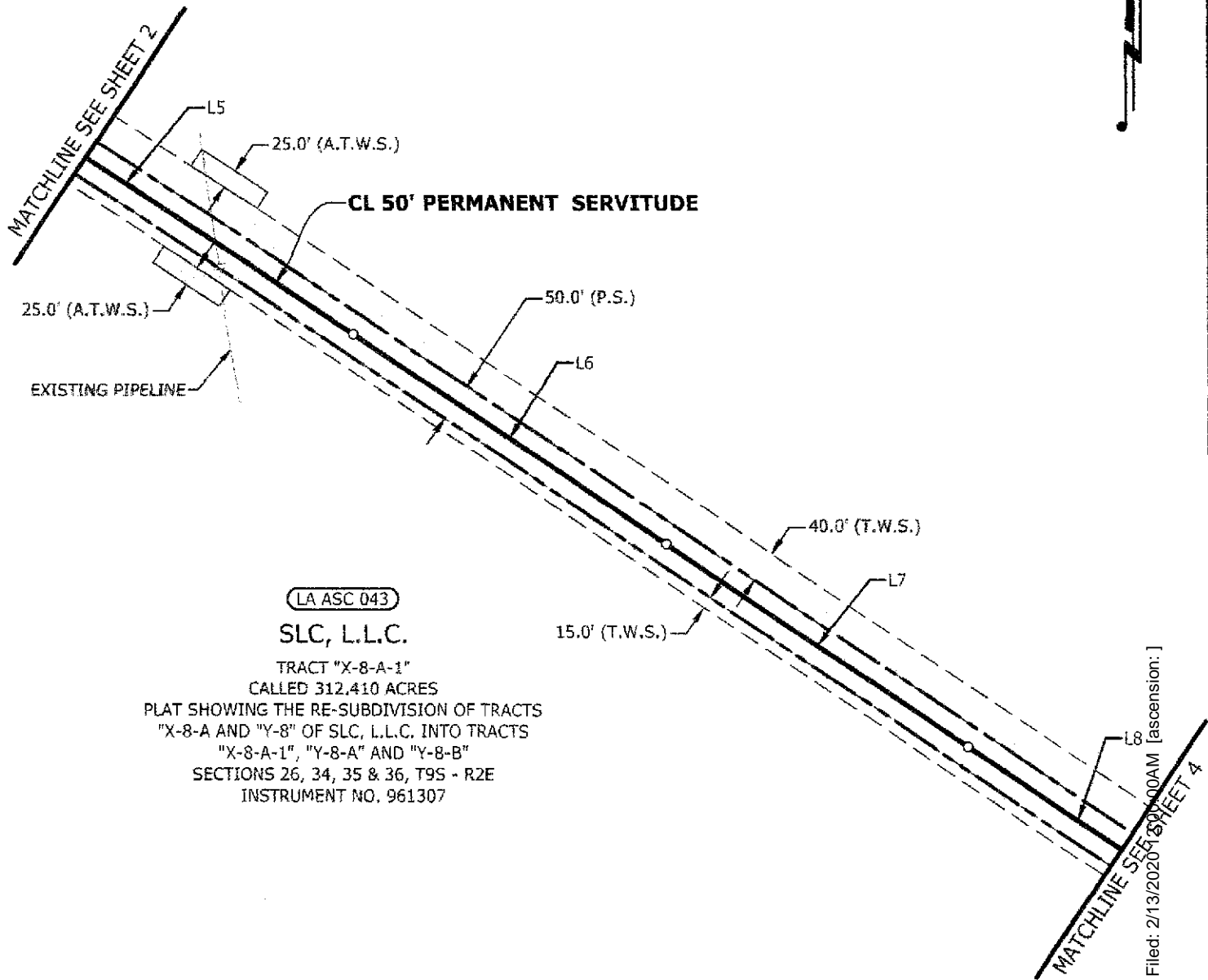
COB: 988035; Page: 1; Filed: 2/13/2020 12:00:00AM [ascen043]

(TJ)



ASCENSION PARISH, LOUISIANA  
SECTION 35, T9S - R2E  
EXHIBIT "A"

# 988035



LA ASC 043  
SLC, L.L.C.  
TRACT "X-8-A-1"  
CALLED 312.410 ACRES  
PLAT SHOWING THE RE-SUBDIVISION OF TRACTS  
"X-8-A AND "Y-8" OF SLC, L.L.C. INTO TRACTS  
"X-8-A-1", "Y-8-A" AND "Y-8-B"  
SECTIONS 26, 34, 35 & 36, T9S - R2E  
INSTRUMENT NO. 961307

COB: 988035; Page: 3; Filed: 2/13/2020 10:00AM [Ascension:]

State Of Louisiana, Parish of Ascension

I, do hereby certify that the above and foregoing was received,  
Filed and recorded in MOB \_\_\_\_\_ Folio No. \_\_\_\_\_ and COB ✓  
Folio No. \_\_\_\_\_ this 13<sup>th</sup> day of Feb 2020

BRIDGET HANNA  
Clerk and Recorder

SCALE: 1" = 200'



SHEET 3 OF 7

REV.	DATE	DESCRIPTION	DRAWN	CHKD.	APPD.	ExxonMobil Pipeline Company <b>BATON ROUGE PIPELINE PROJECT</b>  LA ASC 043 SLC, L.L.C.  SCALE 1" = 200'    DATE 07/17/18 DWG. NO. BTR-SR-0000-WG-LD-0001-057
0	03/07/19	ISSUED FOR USE	AG	NJF	LOK	
1	07/17/19	ADDED RE-SUBDIVISION TRACT	NJF	LJB	LOK	

FILE: R:\Projects\109729\05\pipeline\CAD\Crawings\BTR-Property\_Plat\BTR-SR-0000-WG-LD-0001-057.dwg PLOT DATE: 7/18/2019 8:47: BRIDGES, LLOYD

3

ASCENSION PARISH, LOUISIANA

SECTION 35, T9S - R2E  
EXHIBIT "A"

# 988035

State Of Louisiana, Parish of Ascension

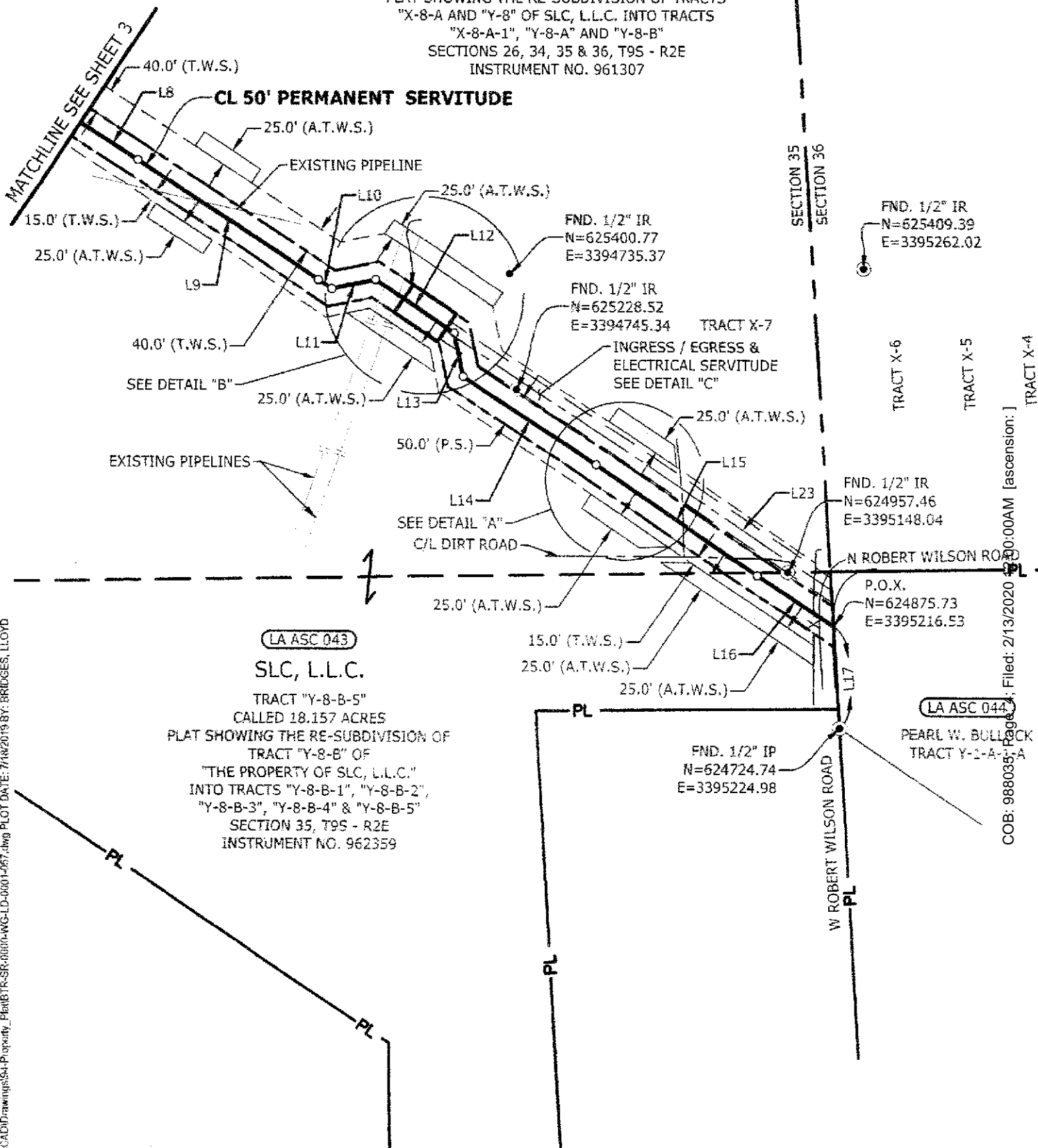
I, do hereby certify that the above and foregoing was received,  
Filed and recorded in MOB \_\_\_\_\_ Folio No. \_\_\_\_\_ and COB ✓  
Folio No. \_\_\_\_\_ this 13<sup>th</sup> day of Feb 2020

BRIDGET HANNA  
Clerk and Recorder

LA ASC 043

SLC, L.L.C.

TRACT "X-8-A-1"  
CALLED 312.410 ACRES  
PLAT SHOWING THE RE-SUBDIVISION OF TRACTS  
"X-8-A AND "Y-8" OF SLC, L.L.C. INTO TRACTS  
"X-8-A-1", "Y-8-A" AND "Y-8-B"  
SECTIONS 26, 34, 35 & 36, T9S - R2E  
INSTRUMENT NO. 961307



LA ASC 043

SLC, L.L.C.

TRACT "Y-8-B-5"  
CALLED 18.157 ACRES  
PLAT SHOWING THE RE-SUBDIVISION OF  
TRACT "Y-8-B" OF  
"THE PROPERTY OF SLC, L.L.C."  
INTO TRACTS "Y-8-B-1", "Y-8-B-2",  
"Y-8-B-3", "Y-8-B-4" & "Y-8-B-5"  
SECTION 35, T9S - R2E  
INSTRUMENT NO. 962359

LA ASC 044

PEARL W. BULLOCK  
TRACT Y-1-A-1, A

Filed: 2/13/2020 10:00AM [ascension:]

COB: 988035; Page: 4

SCALE: 1" = 200'



SHEET 4 OF 7

REV.	DATE	DESCRIPTION	DRAWN	CHKD.	APPD.	ExxonMobil Pipeline Company BATON ROUGE PIPELINE PROJECT
0	03/07/19	ISSUED FOR USE	AG	NJF	LOK	
1	07/17/19	ADDED RE-SUBDIVISION TRACT	NJF	LJB	LOK	
					SCALE	1" = 200'
					DATE	07/17/18
					DWG. NO.	BTR-SR-0000-WG-LD-0001-057

DWD 4



ASCENSION PARISH, LOUISIANA

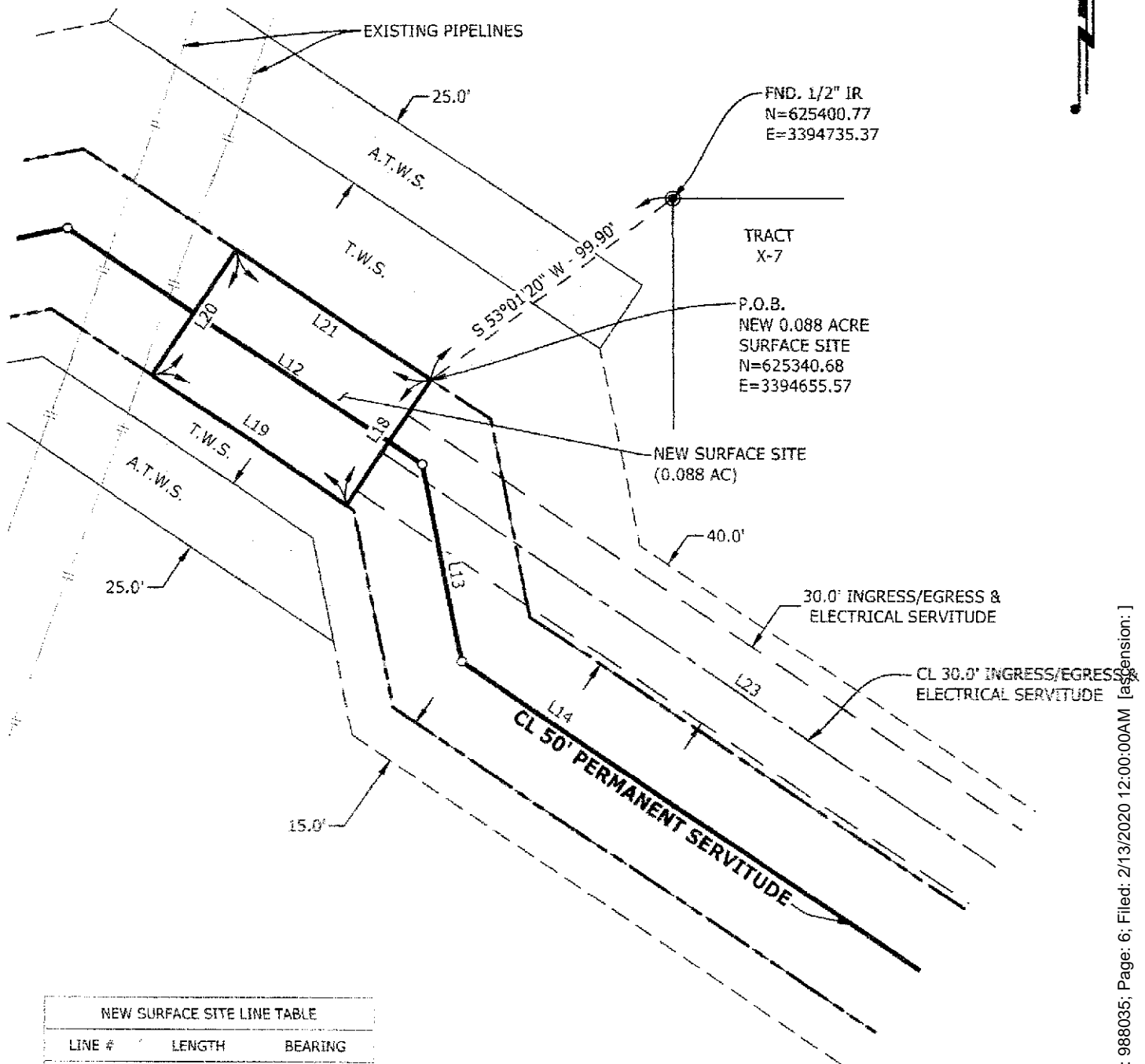
SECTION 35, T9S - R2E

EXHIBIT "A"

# 988035

DETAIL "B"

N.T.S.



NEW SURFACE SITE LINE TABLE

LINE #	LENGTH	BEARING
L18	50.00'	S 33°58'10" W
L19	77.00'	N 56°06'28" W
L20	50.00'	N 33°58'09" E
L21	77.00'	S 56°06'28" E

State Of Louisiana, Parish of Ascension

I, do hereby certify that the above and foregoing was received,  
 Filed and recorded in MQB \_\_\_\_\_ Folio No. \_\_\_\_\_ and COB ✓  
 Folio No. \_\_\_\_\_ this 13<sup>th</sup> day of Feb 2020

BRIDGET HANNA  
 Clerk and Recorder

COB: 988035; Page: 6; Filed: 2/13/2020 12:00:00AM [ascension:]

FILE: R:\Project\103723\Discipline\CAD\Drawings\SC-Property\_Plate\BTR-SR-0000-WG-LD-0001-057.dwg PLOT DATE: 7/18/2019 8Y: BRIDGES, LLOYD

SHEET 6 OF 7

REV.	DATE	DESCRIPTION	DRAWN	CHKD.	APPD.	ExxonMobil Pipeline Company BATON ROUGE PIPELINE PROJECT
0	03/07/19	ISSUED FOR USE	AG	NJF	LOK	
1	07/17/19	ADDED RE-SUBDIVISION TRACT	NJF	LJB	LOK	
						SCALE N.T.S. DATE 07/17/18
						DWG. NO. BTR-SR-0000-WG-LD-0001-057

*(Handwritten signature)*

ASCENSION PARISH, LOUISIANA  
SECTION 35, T9S - R2E  
EXHIBIT "A"

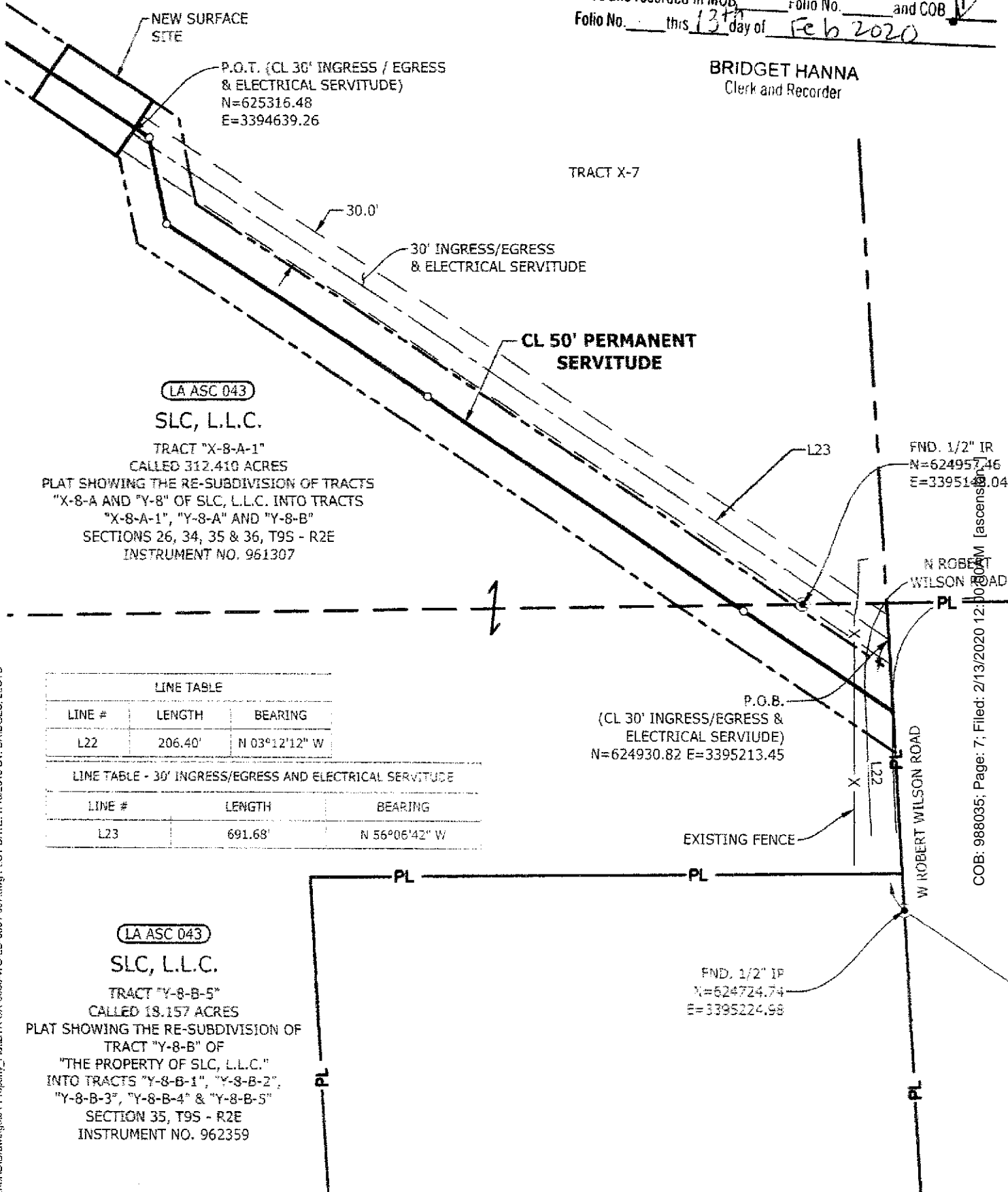
#988035

DETAIL "C"  
N.T.S.

State Of Louisiana, Parish of Ascension

I, do hereby certify that the above and foregoing was received,  
Filed and recorded in MOB \_\_\_\_\_ Folio No. \_\_\_\_\_ and COB \_\_\_\_\_  
Folio No. \_\_\_\_\_ this 13<sup>th</sup> day of Feb 2020

BRIDGET HANNA  
Clerk and Recorder



LA ASC 043  
SLC, L.L.C.  
TRACT "X-8-A-1"  
CALLED 312.410 ACRES  
PLAT SHOWING THE RE-SUBDIVISION OF TRACTS  
"X-8-A AND "Y-8" OF SLC, L.L.C. INTO TRACTS  
"X-8-A-1", "Y-8-A" AND "Y-8-B"  
SECTIONS 26, 34, 35 & 36, T9S - R2E  
INSTRUMENT NO. 961307

LINE TABLE		
LINE #	LENGTH	BEARING
L22	206.40'	N 03°12'12" W

LINE TABLE - 30' INGRESS/EGRESS AND ELECTRICAL SERVITUDE		
LINE #	LENGTH	BEARING
L23	691.68'	N 56°06'42" W

LA ASC 043  
SLC, L.L.C.  
TRACT "Y-8-B-5"  
CALLED 18.157 ACRES  
PLAT SHOWING THE RE-SUBDIVISION OF  
TRACT "Y-8-B" OF  
"THE PROPERTY OF SLC, L.L.C."  
INTO TRACTS "Y-8-B-1", "Y-8-B-2",  
"Y-8-B-3", "Y-8-B-4" & "Y-8-B-5"  
SECTION 35, T9S - R2E  
INSTRUMENT NO. 962359

COB: 988035; Page: 7; Filed: 2/13/2020 12:08 PM [ascensib]

FILE: \\P:\Projects\10872019\Asc\1\line\CA\Drawings\94-Property\_Plat\BTR-SR-0000-WG-LD-0001-Q57.dwg PLOT DATE: 7/18/2019 BY: BRIDGES, LLOYD

REV.	DATE	DESCRIPTION	DRAWN	CHKD.	APPD.	E ExxonMobil Pipeline Company BATON ROUGE PIPELINE PROJECT
0	03/07/19	ISSUED FOR USE	AG	NJF	LOK	
1	07/17/19	ADDED RE-SUBDIVISION TRACT	NJF	LJB	LOK	
						LA ASC 043 SLC, L.L.C.
						SCALE N.T.S. DATE 07/17/18
						DWG. NO. BTR-SR-0000-WG-LD-0001-Q57

*[Handwritten signature]*



Ascension Parish Clerk of Court  
607 E. Worthey St.,  
1st Floor  
Gonzales, LA 70737  
Phone (225) 621-8400

**Bridget Hanna**  
Clerk of Court  
Parish of Ascension

**Instrument Number: 1049625**

**Book/Index:** COB  
**Document Type:** SERVITUDE  
**Recording Date:** 3/28/22 3:23:07 PM  
**Page Count:** 7 not including this page

**Grantor 1:** SLC L L C  
**Grantee 1:** EXXONMOBIL PIPELINE COMPANY LLC

COB: 1049625

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SHOULD BE RETAINED WITH ANY COPIES.



*Laneika White*  
Laneika White, Deputy Clerk

FIRST AMENDMENT OF SERVITUDE GRANT

STATE OF LOUISIANA \*

PARISH OF ASCENSION \*

WHEREAS, ExxonMobil Pipeline Company LLC, a Delaware limited liability company, formerly known as ExxonMobil Pipeline Company ("EMPCo," or "Grantee") was granted permanent servitudes and other rights by SLC, L.L.C., a Louisiana limited liability company (herein referred to collectively as "Grantor") pursuant to a Servitude Grant executed January 10, 2020 and recorded in the public records of Ascension Parish as COB instrument number 00988035 ("Servitude Grant");

WHEREAS, the Servitude Grant creates permanent servitudes described and defined in the Servitude Grant and Exhibits "A" and "B" attached thereto;

WHEREAS, Grantor and Grantee, for their mutual benefit, desire to amend the Servitude Grant to provide for a permanent access road servitude at the location shown on Exhibit "A-1" attached hereto and having the legal description set forth in Exhibit "B-2" attached hereto;

NOW, THEREFORE, in consideration of the premises, mutual benefits to the parties and of the covenants and agreements contained in the Servitude Grant and herein, Grantor and Grantee do hereby agree as follows:

1. Grantor grants to Grantee, its successors and assigns, a permanent servitude, containing 0.19 acres, more or less, to construct, use, maintain, operate, replace, protect, repair, abandon in place power lines and a permanent access road, having the boundaries and location set forth on the plat attached hereto as Exhibit "A-1" and having the legal description set forth in Exhibit "B-2".
2. The grant of the additional permanent servitude described in Section 1 hereinabove shall not modify, diminish or otherwise affect Grantee's existing rights under the Servitude Grant to construct, maintain, operate, replace, protect, repair, abandon in place power lines and an access road on the 30' ingress/egress & electrical servitude created by the Servitude Grant, as depicted on drawing BTR-SR-0000-WG-LD-0001-057 included in Exhibit "A" to the Servitude Grant and described in the "DESCRIPTION OF 30' INGRESS/EGRESS & ELECTRICAL SERVITUDE" in Exhibit "B" to the Servitude Grant.
3. Except as set forth in Section 1 hereinabove, all other terms of the Servitude Grant remain in full force and effect and are not amended or otherwise modified in any way by this First Amendment of Servitude Grant.

The provisions herein shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

This instrument may be executed in multiple counterparts and each executed counterpart shall be deemed an original and signature pages may be compiled to form one original and shall have the same effect as if one original had been executed by all parties.

COB: 1049625; Page: 1; Filed: 3/28/2022 3:23:07PM [ascension: LW]

7

IN WITNESS WHEREOF, GRANTOR has executed this First Amendment to Servitude Grant this 23<sup>rd</sup> day of March, 2022.

WITNESSES:

Stacy Beeman - Temples  
Print Name: Stacey Bozeman - Temples

Tiffany Landry  
Print Name: Tiffany Landry

SLC, L.L.C.

BY:

John Grady Melancon  
Name: John Grady Melancon  
Title: Co-manager/member

WITNESSES:

Stacy Beeman - Temples  
Print Name: Stacey Bozeman - Temples

Tiffany Landry  
Print Name: Tiffany Landry

SLC, L.L.C.

BY:

John Grady Melancon  
Name: John Grady Melancon  
Title: Co-manager/member

ACKNOWLEDGMENT

STATE OF Louisiana  
PARISH OF Ascension

Be it known on this 23<sup>rd</sup> day of the month of March, 2022, undersigned authority, personally came and appeared John Grady Melancon, the co-manager/member of SLC, L.L.C., a Limited Liability Company authorized to do and doing business in the State of Louisiana to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he/she is duly authorized by SLC, L.L.C. to sign the above and foregoing document and said document as his/her own free act and deed and for the uses and purposes therein set forth.

Dwight D. Poirrier  
Notary Public  
Printed Name: \_\_\_\_\_  
Notary ID No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Dwight D. Poirrier, Notary Public**  
**Bar Roll #20570**  
**Commissioned for Life**

COB: 1049625; Page: 2; Filed: 3/28/2022 3:23:07PM [ascension: LW]

ACKNOWLEDGMENT

STATE OF Louisiana  
PARISH OF AZCENSION

Be it known on this 23 day of the month of March, 2022, undersigned authority, personally came and appeared John Gray McNamee, the co-manager/member of SLC, L.L.C., a Limited Liability Company authorized to do and doing business in the State of Louisiana to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he/she is duly authorized by SLC, L.L.C. to sign the above and foregoing document and said document as his/her own free act and deed and for the uses and purposes therein set forth.



\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Notary ID No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Dwight D. Poirrier, Notary Public**  
**Bar Roll #20570**  
**Commissioned for Life**

COB: 1049625; Page: 3; Filed: 3/28/2022 3:23:07PM [ascension: LW]

IN WITNESS WHEREOF, GRANTEE has executed this First Amendment to Servitude Grant this 24 day of March, 2022.

WITNESSES:

GRANTEE:

EXXONMOBIL PIPELINE COMPANY  
LLC

Tori Wheeler  
Print Name: Tori Wheeler

BY: Kelli McMahon  
Name: Kelli McMahon  
Title: Agent and Attorney-in-Fact

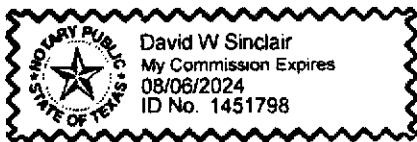
Lori Stafford  
Print Name: Lori Stafford

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS

Be it known on this 24<sup>th</sup> day of the month of March, 2022, undersigned authority, personally came and appeared Kelli McMahon, the Agent and Attorney-in-Fact of EXXONMOBIL PIPELINE COMPANY LLC a Delaware limited liability company to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me in the presence of the two witnesses whose names are thereto subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.



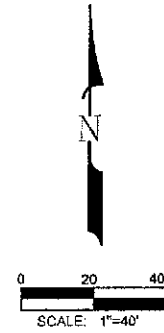
David W Sinclair  
Notary Public  
Printed Name: David W Sinclair  
Notary ID No.: 1451798  
My Commission Expires: 8/6/2024

COB: 1049625; Page: 4; Filed: 3/28/2022 3:23:07PM [ascension: LW]

**LEGEND**

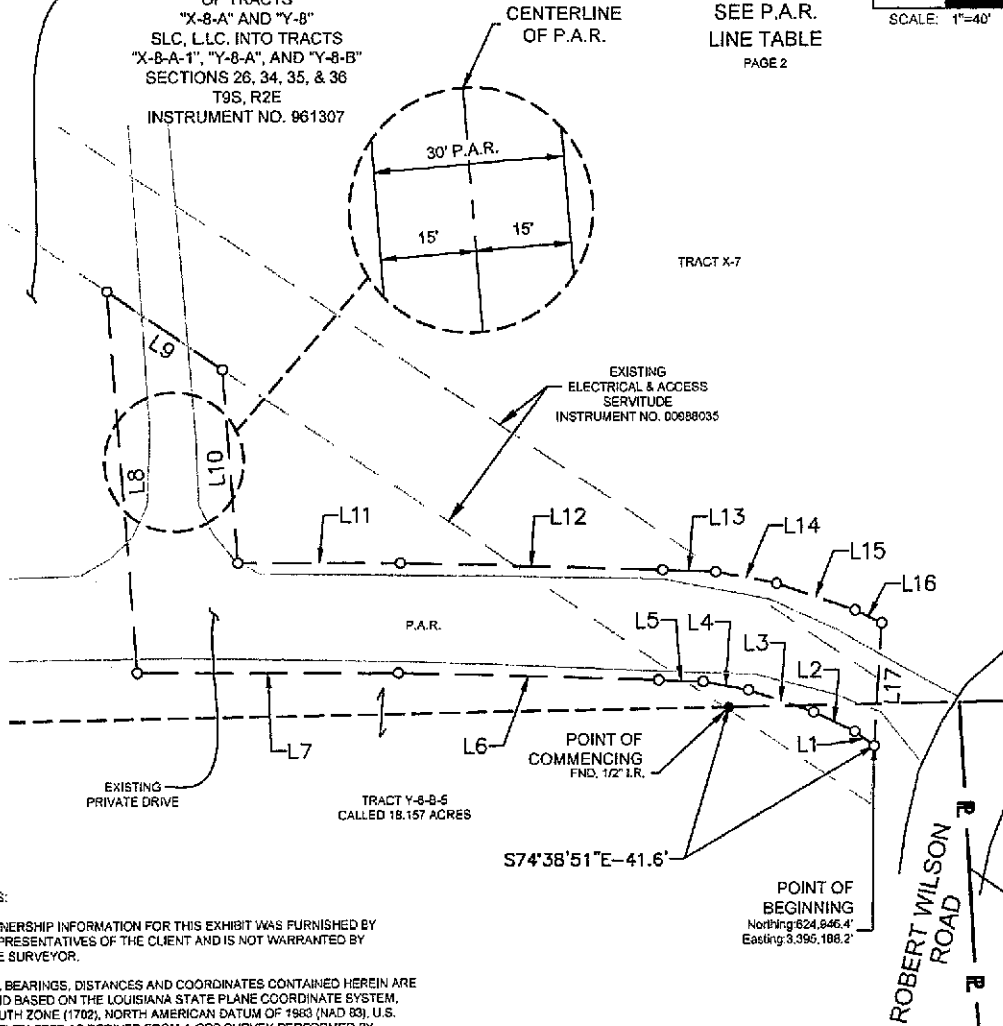
FND. DOC. NO. ——— FOUND DOCUMENT NUMBER  
 ——— PROPERTY LINE  
 - - - PERMANENT ACCESS ROAD  
 I.R. IRON ROD  
 P.A.R. PERMANENT ACCESS ROAD  
 TRACT NO. TRACT NUMBER  
 NO. NUMBER

**EXHIBIT "A-1"**  
**ASCENSION PARISH,**  
**LOUISIANA**  
 SECTION 35, T-9-S, R-2-E



TRACT NO. LA ASC 043  
**SLC, L.L.C.**  
 TRACT "X-8-A-1"  
 CALLED 312.410 ACRES  
 PLAT SHOWING RESUBDIVISION  
 OF TRACTS  
 "X-8-A" AND "Y-8"  
 SLC, L.L.C. INTO TRACTS  
 "X-8-A-1", "Y-8-A", AND "Y-8-B"  
 SECTIONS 26, 34, 35, & 36  
 T9S, R2E  
 INSTRUMENT NO. 961307

SEE P.A.R.  
 LINE TABLE  
 PAGE 2



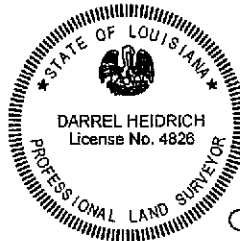
**NOTES:**

1. OWNERSHIP INFORMATION FOR THIS EXHIBIT WAS FURNISHED BY REPRESENTATIVES OF THE CLIENT AND IS NOT WARRANTED BY THE SURVEYOR.
2. ALL BEARINGS, DISTANCES AND COORDINATES CONTAINED HEREIN ARE GRID BEARINGS, DISTANCES AND COORDINATES CONTAINED HEREIN ARE GRID BASED ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (1702), NORTH AMERICAN DATUM OF 1983 (NAD 83), U.S. SURVEY FEET AS DERIVED FROM A GPS SURVEY PERFORMED BY UNIVERSAL ENSCO, INC., APRIL 2021.
3. THIS PLAT IS PROVIDED WITH AN ACCOMPANYING DESCRIPTION LABELED "EXHIBIT B-2" AND ATTACHED HERETO.
4. THIS SURVEY WAS PERFORMED FOR THE SPECIFIC PURPOSE OF ESTABLISHING A SURFACE FOR A PERMANENT ACCESS ROAD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY. THIS PLAT IS BASED ON A FIELD SURVEY IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR A ROUTE SURVEY, AS DEFINED IN TITLE 46, PART LXI, CHAPTER 29, SECTION 2909, OF THE LOUISIANA ADMINISTRATIVE CODE.

I, DARREL HEIDRICH, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

*DH* 02/07/2022

DARREL HEIDRICH DATE:  
 PROFESSIONAL LAND SURVEYOR  
 LOUISIANA REGISTRATION NO. 4826  
 U/I LOUISIANA REGISTRATION NO. 0000319  
 UNIVERSAL ENSCO, INC. 14548 LOOP CENTRAL DR., HOUSTON, TX 77081/713-425-8000



TRACT NO. LA ASC 043  
**SLC, L.L.C.**  
 TOTAL DISTANCE ACROSS PROPERTY: 272.5'  
 TOTAL AREA OF PERMANENT ACCESS ROAD: 0.19 ACRE  
 (ACCESS FOR ROBERT WILSON VALVE SITE)

REV	DWN	CHKD	DATE	SCALE	AS SHOWN	DATE
						11/15/21
				DWN BY:	OU	11/15/21
				CHKD BY:	DH	11/15/21
				FINAL CK:	MD	12/07/21
				ENGR.:	MB	12/07/21
				APPRV.:	DH	12/07/21
PROJECT NAME						
1	LG	PC	02/07/2022	BATON ROUGE PIPELINE PROJECT		
0	LG	PC	12/13/2021			
PREPARED BY: UNIVERSAL ENSCO, INC.				PROJECT NUMBER: 99984		



EXXONMOBIL DOC. NO.  
 BTR-CO-0000-UP-LD-0033  
 UPI DOC. NO.  
 99984-250-PPL-00033  
 REVISION  
 1

SERVITUDE PLAT - PERMANENT  
 SERVITUDE UPON THE PROPERTY OF  
 SLC, L.L.C.  
 LA ASC 043

FILE INFO:\HOU\FS\HOU\PROJECTS\99984\0200\_SURV\250\_PLAT\PL-PPRPT\PLAT\LA ASC 043 REV 1.DWG\LAST SAVED BY: PEDRO.CANALES ON 2022-02-06

COB: 1049625; Page: 5; Filed: 3/28/2022 3:23:07PM [ascension: LW]

EXHIBIT "A-1"  
 ASCENSION PARISH,  
 LOUISIANA  
 SECTION 35, T-9-S, R-2-E



PERMANENT ACCESS ROAD LINE TABLE		
Tag No.	Bearing	Distance
L1	N53°00'39"W	6.7'
L2	N64°13'55"W	12.6'
L3	N70°59'46"W	19.0'
L4	N79°10'02"W	12.8'
L5	N87°36'24"W	12.2'
L6	N88°15'09"W	71.8'
L7	N89°41'00"W	72.2'
L8	N04°44'03"W	104.8'
L9	S56°06'42"E	38.4'
L10	S04°44'03"E	53.4'
L11	S89°41'00"E	45.1'
L12	S88°15'09"E	72.3'
L13	S87°36'24"E	14.6'
L14	S79°10'02"E	17.2'
L15	S70°59'46"E	22.9'
L16	S64°13'55"E	8.1'
L17	S03°31'55"W	33.8'

FILE INFO: \\FDL\F5\HOU\_PROJECTS\9984\200\_SURV\350\_PLAT\PL\_PPRTY\_PLAT\LA\_ASC\_043\_REV\_1.DWG; LAST SAVED BY: PEDRO.CANALES ON 2022-02-06

REV	DWN	CHKD	DATE	SCALE: AS SHOWN	DATE		EXXONMOBIL DOC. NO. BTR-CO-0000-UP-LD-0033
				DWN BY: OU	11/15/21		UPR DOC. NO. 9984-250-PPL-00033
				CHKD BY: DH	11/15/21		REVISION 1
				FINAL CK: MD	12/07/21		
				ENGR: MB	12/07/21		
				APPRV: DH	12/07/21		
PROJECT NAME						SERVITUDE PLAT - PERMANENT SERVITUDE UPON THE PROPERTY OF SLC, L.L.C. LA ASC 043	
1	LG	PC	02/07/2022	BATON ROUGE PIPELINE PROJECT			
0	LG	PC	12/13/2021				
PREPARED BY: UNIVERSAL ENSCO, INC.				PROJECT NUMBER: 9984			

COB: 1049625; Page: 6; Filed: 3/28/2022 3:23:07PM [ascension: LW]

**EXHIBIT "B-2"**

DESCRIPTION OF A 0.19 ACRE PERMANENT ACCESS ROAD, BEING UPON, OVER, THROUGH AND ACROSS THAT CERTAIN TRACT OF LAND IN THE SLC, L.L.C. AS RECORDED IN INSTRUMENT NUMBER 961307, BEING CALLED TRACT "X-8-A-1", CALLED 312.410 ACRES OF THE PLAT SHOWING RESUBDIVISION OF TRACTS "X-8-A" AND "Y-8" SLC, L.L.C. INTO TRACTS "X-8-A-1", "Y-8-A", AND "Y-8-B", SECTIONS 26, 34, 35, & 36 TOWNSHIP 9 SOUTH, RANGE 2 EAST, ASCENSION PARISH, LOUISIANA, REFERRED TO HEREIN AFTER AS THE ABOVE REFERENCED TRACT OF LAND, SAID 0.19 ACRE PERMANENT ACCESS ROAD BEING MORE PARTICULARLY DEPICTED BY THE ACCOMPANYING PLAT, AND DESCRIBED AS FOLLOWS, WITH ALL BEARINGS AND DISTANCES HEREIN BEING GRID, BASED UPON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (1702), NORTH AMERICAN DATUM OF 1983 (NAD 83), U.S. SURVEY FEET AS DERIVED FROM A GPS SURVEY PERFORMED BY UNIVERSAL ENSCO, INC., APRIL 2021.

**COMMENCING** at a one half (1/2) inch iron rod found on South line of the above referenced tract of land;

**THENCE** South 74°38'51" East, a distance of 41.6 feet to the **POINT OF BEGINNING** of the herein described tract, having coordinates of North 624,946.4 and East 3,395,188.2, being on the East line of an existing Electrical and Access Servitude, as recorded in Instrument Number 00988035;

**THENCE** through and across the above referenced tract of land, the following courses and distances:

- North 53°00'39" West, a distance of 6.7 feet to a point;
- North 64°13'55" West, a distance of 12.6 feet to a point;
- North 70°59'46" West, a distance of 19.0 feet to a point;
- North 79°10'02" West, a distance of 12.8 feet to a point;
- North 87°36'24" West, a distance of 12.2 feet to a point;
- North 88°15'09" West, a distance of 71.8 feet to a point;
- North 89°41'00" West, a distance of 72.2 feet to a point;
- North 04°44'03" West, a distance of 104.8 feet to a point, being on the West line of said existing Electrical and Access Servitude;
- South 56°06'42" East, along the West line of said existing Electrical and Access Servitude, a distance of 38.4 feet to a point;
- South 04°44'03" East, a distance of 53.4 feet to a point;
- South 89°41'00" East, a distance of 45.1 feet to a point;
- South 88°15'09" East, a distance of 72.3 feet to a point;
- South 87°36'24" East, a distance of 14.6 feet to a point;
- South 79°10'02" East, a distance of 17.2 feet to a point;
- South 70°59'46" East, a distance of 22.9 feet to a point;
- South 64°13'55" East, a distance of 8.1 feet to a point;
- South 03°31'55" West, a distance of 33.8 feet to;

the **POINT OF BEGINNING** of the herein described tract of and containing 0.19 acre of land, more or less.

This description is provided with an accompanying drawing labeled "Exhibit A-1" and attached hereto.



Ascension Parish Clerk of Court  
607 E. Worthey St.,  
1st Floor  
Gonzales, LA 70737  
Phone (225) 621-8400

**Bridget Hanna**  
Clerk of Court  
Parish of Ascension

**Instrument Number: 1065981**

**Book/Index:** COB

**Document Type:** CASH SALE/DEED

**Recording Date:** 12/22/22 3:39:12 PM

**Page Count:** 4 not including this page

**Intake Via:** eRecording

**Grantor 1:** SLC LLC

**Grantee 1:** LJG LAND COMPANY LLC

COB: 1065981

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.



*Jeremy McCrory*  
\_\_\_\_\_  
**Jeremy McCrory**

STATE OF LOUISIANA  
PARISH OF ASCENSION

ACT OF CASH SALE

BE IT KNOWN, that on this 22 day of December, 2022, before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

SLC, L.L.C., a Louisiana limited liability company, authorized to do and doing business in the State of Louisiana, represented herein by its Manager, John Grady Melancon, by Certificate of Authority recorded on December 6, 2013 at COB/MOB Instrument No. 00840285 of the official records of Ascension Parish, Louisiana and made a part hereof by reference, whose address is P.O. Box 366, Sorrento, Ascension Parish, Louisiana 70778(hereafter referred to jointly as "SELLER", whether one or more)

who declared that for the price of **SEVEN MILLION TWO HUNDRED TEN THOUSAND THREE HUNDRED FIFTY AND NO/100 (\$7,210,350.00) DOLLARS** The total price may be adjusted to reflect actual acreage if different. Seller shall finance the full purchase price from date of sale at the rate of zero (%) percent for (2) years and thereafter any remaining balance shall accrue interest at the rate of four (4%) percent per annum. SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

LJG LAND COMPANY, LLC, a Louisiana Limited Liability Company, domiciled in Ascension Parish, State of Louisiana, represented herein by its duly authorized managing member, L.J. Grezaffi, by Authorization to Act and made a part hereof by reference, whose address is declared to be Post Office Box No. 692, New Roads, Louisiana 70760; (hereafter referred to as "PURCHASER");

the following described property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, the possession of which PURCHASER acknowledges:

- I. A certain tract or parcel of ground together with all buildings and improvements situated thereon, situated in Sections 26, 34, 35 & 36, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana as shown more clearly on a map or plan of survey, entitled "PLAT SHOWING THE SUBDIVISION OF TRACT X OF THE HERBERT D. HUGHES ESTATE AND THE TRACTS X-1 THROUGH X-8 LOCATED IN SECTIONS 25, 26, 34, 35 & 36, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR SLC, LLC" dated March 14, 2018 by Daniel J. Poche P.L.S., said map being approved by the Ascension Parish Planning Commission, Matthew Pryor, Chairman on April 26, 2018 and being recorded on April 27, 2018 at COB Instrument No. 00946808 of the official records of Ascension Parish, Louisiana. Said Tract being further described as a portion of Tract # X-8 as per the map of plan of survey above and said parcel being all property situated to the South of and including the existing 150 foot Gulf States Servitude.
- II. A certain tract or parcel of ground together with all buildings and improvements situated thereon, situated in Section 35, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana as shown more clearly on a map or plan of survey, prepared by Nathaniel J. Poche, P.L.S., dated March 14, 2018 entitled "PLAT SHOWING THE SUBDIVISION OF TRACT Y OF THE HERBERT D. HUGHES ESTATES, TRACT Y-1 THROUGH Y-8 LOCATED IN SECTION 35 TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA",

approved by the Ascension Parish Planning Commission, Matthew Pryor, Chairman, on April 26, 2018 and recorded for record on April 27, 2018 at COB Instrument No. 00946809 of the official records of Ascension Parish, Louisiana, said map being made a part hereof by reference. Said Tract being designated as Tract Y-8 containing such bearings and dimensions and being subject to such servitudes and setback lines, shown more clearly on a map or plan of survey referenced above and made a part hereof by reference.

LESS AND EXCEPT of the following:

Tracts Y-8-B-1, Y-8-B-2, Y-8-B-3, Y-8-B-4 and a portion of Y-8-B-5, all is set forth on that certain map or plan of survey entitled " PLAT SHOWING THE RESUBDIVISION OF TRACT Y-8-B OF THE PROPERTY OF SLC, LLC INTO TRACTS Y-8-B-1, Y-8-B-2, Y-8-B-3, Y-8-B-4 AND Y-8-B-5, LOCATED IN SECTION 25, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA", approved by Ascension Parish Planning Commission, Matthew Pryor, Chairman, on January 3, 2019 and recorded on January 4, 2019 at COB Instrument No. 00962359. Said lot having such bearings and dimensions and being subject to such servitudes and setback lines, as shown more clearly on the map or plan of survey referred to herein. The portion of Tract Y-8-B- 5 being that portion of Tract located due North of Lot Y-8-B- 4.

SELLER hereby reserves one-half (½) of the oil, gas, sulphur, salt and any other minerals, solid, liquid, or gaseous, lying in, under or which may be produced from the above described property, but this mineral servitude does not include the right to use the surface of the subject property for any mineral exploration, development or production.

WARRANTY WAIVER: Purchaser hereby acknowledges and agrees that Seller is hereby transferring its right, title and interest in and to the Property without any warranty or recourse whatsoever (other than warranty of title), but with full substitution and subrogation in and to all of the rights and actions of warranty which Seller has or may have against all preceding owners or vendors.

Purchaser acknowledges and agrees that the Property is being sold by Seller to Purchaser as is, where is, with all faults, and without any warranties (other than warranty of title), express or implied, including but not limited to warranties of condition, fitness for a particular purpose or habitability. Purchaser acknowledges and agrees that Seller has made no representation, warranty or guaranty, express or implied, oral or written, past, present or future, of, as to, or including: (a) the condition or state of repair of the Property, including, without limitation, any condition arising in connection with the generation, use, transportation, storage, release or disposal of hazardous substances (which includes all substances listed as such by applicable law, all pollutants or contaminants, whether harmful or not, petroleum and natural gas and their components and distillates, asbestos and naturally-occurring but harmful substances such as methane or radon) on, in, under, above, upon or in the vicinity of the Property; (b) the quality, nature, adequacy and physical condition of the Property, including but not limited to, the structural elements, environmental issues, wetlands issues, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, plumbing, sewage, and utility systems and facilities; (c) the quality, nature, adequacy and physical conditions of soils and geology and the existence of ground water, including without limitation, soil compaction, grading and drainage; (d) the existence, quality, nature, adequacy and physical conditions of utilities serving the Property; (e) the development potential of the Property, its habitability, or the fitness, suitability or adequacy of the Property for any particular purpose; (f) the zoning of the Property; (g) the Property or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, and restrictions of any

governmental or quasi-governmental entity or of any other person of entity; and (h) the quality of any labor and materials.


Purchaser hereby acknowledges and declares relying solely on its own inspection and evaluation of the Property and not on any warranties or representations, express or implied, from Seller. Any and all warranties, express or implied, with respect to the Property, including but not limited to those related to the condition of the Property or fitness of the Property for a particular purpose, are hereby disclaimed by Seller and are hereby expressly waived by Purchaser.


Purchaser shall have absolutely no right or cause of action against Seller, whether in tort, contract, quasi-contract or otherwise, to assert in any controversy or litigation any claim or demand arising from the sale or purchase of, or in any way related to or in connection with, the Property, and the same are hereby waived and relinquished by Purchaser, except as to warranty of title.

Purchaser hereby expressly waives and renounces any and all rights in redhibition pursuant to Louisiana Civil Code Article 2520, et seq., the warranty imposed by Louisiana Civil Code Article 2476, and its ability to rescind the sale of the Property or seek a reduction in the Purchase Price for any reason whatsoever, and Purchaser hereby releases Seller from any and all liability whatsoever in connection therewith.

Purchaser acknowledges and agrees that Purchaser has been afforded the opportunity to conduct and complete, and has conducted and completed, all inspections of the Property and all component parts thereof, as deemed necessary or advisable by Purchaser, and Purchaser hereby accepts the Property in its existing "AS IS" and "WHERE IS" condition, and this waiver and disclaimer of express and implied warranties of fitness and the condition of the Property has been taken into consideration and is reflected in the terms of the Purchase Price.

**PURCHASER HEREBY ACKNOWLEDGES THAT: (I) THE FOREGOING WAIVERS AND DISCLAIMERS HAVE BEEN BROUGHT TO THE ATTENTION OF PURCHASER, (II) THE FOREGOING WAIVERS AND DISCLAIMERS HAVE BEEN READ AND ARE UNDERSTOOD BY PURCHASER, (III) THE AGREEMENT OF PURCHASER WITH AND TO ALL OF THE TERMS AND CONDITIONS OF THESE WAIVERS AND DISCLAIMERS IS AN INTEGRAL PART OF THIS AGREEMENT BETWEEN SELLER AND PURCHASER WITHOUT WHICH THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY SELLER, AND (IV) THE PURCHASE PRICE REFLECTS, AND TAKES INTO CONSIDERATION, THE FOREGOING WAIVERS AND DISCLAIMERS.**

  
\_\_\_\_\_  
Seller's  
Initials

  
\_\_\_\_\_  
Purchaser's  
Initials

Ad valorem taxes for the tax year 2022 shall be paid by Seller. In accordance with La. R.S. 9:2721(A), from and after the date of this Act of Cash Sale, (a) the name of the person responsible for all property taxes and assessments is Purchaser, and (b) all property taxes and assessment notices should be mailed to the following address: Post Office Box No. 692, New Roads, Louisiana 70760.

Taxes for the current year will be pro-rated.

All parties signing the within instrument have declared themselves to be of full legal capacity and have declared that the name, marital status, domicile and address of each is correct as set forth above.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the PURCHASER, PURCHASER's heirs and assigns shall have and hold the described property in full ownership forever.

Appearers recognize that, except to the extent separately certified in writing, no title examination of said property has been performed by any undersigned Notary.

THUS DONE AND PASSED at Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the 4 day of October, 2022, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

Sign: Estacide Guzman

Print: Estacide Guzman

Sign: Angelle Bergeron

Print: Angelle Bergeron

SLC, LLC, Seller

John Grady Melancon

BY: JOHN GRADY MELANCON, Managing Member

LJG LAND COMPANY, LLC, Purchaser

L.J. Grezaffi  
L.J. Grezaffi, Managing Member

DDP  
NOTARY PUBLIC  
NOTARY/BAR ROLL # 24570



Ascension Parish Clerk of Court  
607 E. Worthey St.,  
1st Floor  
Gonzales, LA 70737  
Phone (225) 621-8400



Clerk use only

**Bridget Hanna**  
Clerk of Court  
Parish of Ascension

**Instrument Number: 1084013**

**Book/Index:** COB  
**Document Type:** CORRECTION  
**Recording Date:** 12/19/23 10:06:11 AM  
**Page Count:** 5 not including this page

**Grantor 1:** SLC LLC  
**Grantee 1:** LJG LAND COMPANY LLC

COB: 1084013

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SHOULD BE RETAINED WITH ANY COPIES.



*Laneika White*  
Laneika White, Deputy Clerk

STATE OF LOUISIANA  
PARISH OF ASCENSION

**ACT OF CORRECTION**

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the good and competent undersigned witnesses, personally came and appeared:

SLC, L.L.C., a Louisiana limited liability company, authorized to do and doing business in the State of Louisiana, represented herein by its Manager, John Grady Melancon, by Certificate of Authority recorded on December 6, 2013 at COB/MOB Instrument No. 00840285 of the official records of Ascension Parish, Louisiana and made a part hereof by reference, whose address is P.O. Box 366, Sorrento, Ascension Parish, Louisiana 70778; (hereafter referred to as "SELLER") and

LJG LAND COMPANY, LLC, a Louisiana Limited Liability Company, domiciled in Ascension Parish, State of Louisiana, represented herein by its duly authorized managing member, L.J. Grezaffi, by Authorization to Act and made a part hereof by reference, whose address is declared to be Post Office Box No. 692, New Roads, Louisiana 70760; (hereafter referred to as "PURCHASER");

who did declare that by Act of Transfer of Real Estate dated October 5, 2023 and being recorded on October 11, 2023 at Instrument No. 1080892 of the official records of Ascension Parish, Louisiana, SELLERS did convey to PURCHASER certain property described therein as:

**TRACT X-7**

1. A certain tract or parcel of ground together with all buildings and improvements situated thereon, situated in Sections 35 & 36, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana as shown more clearly on a map or plan of survey, entitled "PLAT SHOWING THE SUBDIVISION OF TRACT X OF THE HERBERT D. HUGHES ESTATE INTO TRACTS X-1 THROUGH X-8 LOCATED IN SECTIONS 25, 26, 34, 35 & 36, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR SLC, LLC" dated March 14, 2018 by Daniel J. Poche P.L.S., said map being approved by the Ascension Parish Planning Commission, Matthew Pryor, Chairman on April 26, 2018 and being recorded on April 27, 2018 at COB Instrument No. 00946808 of the official records of Ascension Parish, Louisiana. Said Tract being further described as Tract X-7 as per the map of plan of survey above.

**A PORTION OF TRACT Y-8-B-5 & LOT X-8-A-1-A**

2. A portion of a certain tract or parcel of ground designated as Tract Y-8-B-5 together with all buildings and improvements situated thereon, situated in Section 35, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana as shown more clearly on a map or plan of survey, entitled "PLAT SHOWING THE RESUBDIVISION OF TRACT Y-8-B OF THE PROPERTY OF SLC, LLC INTO TRACTS Y-8-B-1, Y-8-B-2, Y-8-B-3, Y-8-B-4, & Y-8-B-5, LOCATED IN SECTION 35, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR SLC, LLC", dated December 18, 2018 by Daniel J. Poche, P.L.S., said map being approved by the Ascension Parish Planning Commission, Matthew Pryor, Chairman on January 3, 2019 and being recorded on January 4, 2019 at COB Instrument No. 00962359 of the official records of Ascension Parish, Louisiana, and a portion of a certain tract or parcel of ground designated as Lot X-8-A-1-A together with all buildings and improvements situated thereon, situated in Section 35, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana as shown more clearly on

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a map or plan of survey, entitled "MAP SHOWING EXCHANGE OF PROPERTY BETWEEN TRACT X-8-A-1 & TRACT X-8-B OF THE PROPERTY OF SLC, LLC INTO TRACT X-8-A-1-A & TRACT X-8-B-1, LOCATED IN SECTIONS 25, 26, 34, 35, & 36, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR ASCENSION COMMERCE CENTER II", dated September 14, 2023 by Jamie M. Bordelon, P.L.S., said map being approved by the Ascension Parish Planning Commission, Max J. Nassar, Chairman on September 21, 2023 and being recorded on September 21, 2023 at COB Instrument No. 1079839 of the official records of Ascension Parish, Louisiana, and more fully described as follows:

COMMENCING at the northeastern corner of Tract Y-8-B-4 as shown on the as shown more clearly on a map or plan of survey, entitled "PLAT SHOWING THE RESUBDIVISION OF TRACT Y-8-B OF THE PROPERTY OF SLC, LLC INTO TRACTS Y-8-B-1, Y-8-B-2, Y-8-B-3, Y-8-B-4, & Y-8-B-5, LOCATED IN SECTION 35, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR SLC, LLC", dated December 18, 2018 by Daniel J. Poche, P.L.S., said map being approved by the Ascension Parish Planning Commission, Matthew Pryor, Chairman on January 3, 2019 and being recorded on January 4, 2019 at COB Instrument No. 00962359 of the official records of Ascension Parish, Louisiana, said point being the POINT OF BEGINNING;

Thence, S89°13'50" W for a distance of 450.43 feet to a point and corner;

Thence, N03°16'43" W for a distance of 482.02 feet to a point and corner;

Thence, S56°03'57" W for a distance of 485.51 feet to a point and corner;

Thence, N89°05'03" E for a distance of 63.40 feet to a point and corner;

Thence, S03°16'43" E for a distance of 205.50 feet to the POINT OF BEGINNING; containing 3.349 acres (145,897 square feet).

SELLER and PURCHASER acknowledges that the Act of Transfer of Real Estate recorded on October 11, 2023 incorrectly described the property to be transferred. Therefore, SELLER and PURCHASER declare that the correct description of the property conveyed by the Act of Transfer Real Estate recorded on October 11, 2023 at COB Instrument No. 1080892 to be described as follows:

1. A certain tract or parcel of ground together with all buildings and improvements situated thereon, situated in Sections 35 & 36, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana as shown more clearly on a map or plan of survey, entitled "PLAT SHOWING THE SUBDIVISION OF TRACT X OF THE HERBERT D. HUGHES ESTATE INTO TRACTS X-1 THROUGH X-8 LOCATED IN SECTIONS 25, 26, 34, 35 & 36, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR SLC, LLC" dated March 14, 2018, by Daniel J. Poche P.L.S., said map being approved by the Ascension Parish Planning Commission, Matthew Pryor, Chairman on April 26, 2018, and being recorded on April 27, 2018, at COB Instrument No. 00946808 of the official records of Ascension Parish, Louisiana. Said Tract being further described as Tract X-7 as per the map of plan of survey above.

2. A portion of a certain tract or parcel of ground designated as Tract Y-8-B-5 together with all buildings and improvements situated thereon, situated in Section 35, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana as shown more clearly on a map or plan of survey, entitled "PLAT SHOWING THE RESUBDIVISION OF TRACT Y-8-B OF THE PROPERTY OF SLC, LLC INTO TRACTS Y-8-B-1, Y-8-B-2, Y-8-B-3, Y-8-B-4, & Y-8-B-5, LOCATED IN SECTION 35, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR SLC, LLC", dated December 18, 2018 by Daniel J. Poche, P.L.S., said map being approved by the Ascension Parish Planning Commission, Matthew Pryor, Chairman on January 3, 2019, and being recorded on

January 4, 2019, at COB Instrument No. 00962359 of the official records of Ascension Parish, Louisiana, and

3. A portion of a certain tract or parcel of ground designated as Lot X-8-A-1-A together with all buildings and improvements situated thereon, situated in Section 35, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana as shown more clearly on a map or plan of survey entitled "MAP SHOWING EXCHANGE OF PROPERTY BETWEEN TRACT X-8-A-1 & TRACT X-8-B OF THE PROPERTY OF SLC, LLC INTO TRACT X-8-A-1-A & TRACT X-8-B-1, LOCATED IN SECTIONS 25, 26, 34, 35, & 36, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR ASCENSION COMMERCE CENTER II", dated September 14, 2023, by Jamie M. Bordelon, P.L.S., said map being approved by the Ascension Parish Planning Commission, Max J. Nassar, Chairman on September 21, 2023 and being recorded on September 21, 2023 at COB Instrument No. 1079839 of the official records of Ascension Parish, Louisiana, and more fully described as follows:

COMMENCING at the northeastern corner of Tract Y-8-B-4 as shown on the as shown more clearly on a map or plan of survey, entitled "PLAT SHOWING THE RESUBDIVISION OF TRACT Y-8-B OF THE PROPERTY OF SLC, LLC INTO TRACTS Y-8-B-1, Y-8-B-2, Y-8-B-3, Y-8-B-4, & Y-8-B-5, LOCATED IN SECTION 35, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR SLC, LLC", dated December 18, 2018, by Daniel J. Poche, P.L.S., said map being approved by the Ascension Parish Planning Commission, Matthew Pryor, Chairman on January 3, 2019 and being recorded on January 4, 2019 at COB Instrument No. 00962359 of the official records of Ascension Parish, Louisiana, said point being the POINT OF BEGINNING;

Thence, S89°13'50" W for a distance of 450.43 feet to a point and corner;  
Thence, N03°16'43" W for a distance of 482.02 feet to a point and corner;  
Thence, S56°03'57" W for a distance of 485.51 feet to a point and corner;  
Thence, N89°05'03" E for a distance of 63.40 feet to a point and corner;  
Thence, S03°16'43" E for a distance of 205.50 feet to the POINT OF BEGINNING;  
containing 3.349 acres (145,897 square feet)

4. A portion of a certain tract or parcel of ground designated as Lot Y-8-A together with all buildings and improvements situated thereon, situated in Section 35, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana as shown more clearly on a map or plan of survey entitled "PLAT SHOWING RESUBDIVISION OF PROPERTY BETWEEN TRACTS X-8-A & Y-8 OF THE PROPERTY OF SLC, LLC INTO TRACT X-8-A-1 & TRACT X-8-B, LOCATED IN SECTIONS 25, 26, 34, 35, & 36, TOWNSHIP 9 SOUTH RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR ASCENSION COMMERCE CENTER II, dated December 1, 2018 by Daniel J. Poche P.L.S., said map being approved by the Ascension Parish Planning Commission, Matthew Pryor, Chairman on December 12, 2018 and being recorded on December 13, 2018 at COB Instrument No. 00961307 of the official records of Ascension Parish, Louisiana, and more fully described as follows:

COMMENCING at the southwestern corner of Tract Y-8-B-5-A as shown more clearly on a map or plan of survey, entitled "MAP SHOWING EXCHANGE OF PROPERTY BETWEEN TRACTS X-8-A-1-A, TRACT X-7, TRACT Y-8-B-5 & Y-8-A OF THE PROPERTY OF SLC, LLC INTO TRACT X-8-A-1-A-1, TRACT Y-8-B-5-A & TRACT X-8-A-1, LOCATED IN SECTIONS 25, 26, 34, 35, & 36, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR ASCENSION COMMERCE CENTER II", dated October 30, 2023 by Jamie M. Bordelon P.L.S., said map being approved by the Ascension Parish Planning Commission, Matthew Pryor, Chairman on November 8, 2018 and being recorded on November 9, 2023 at COB Instrument No. 1082232 of the official records of Ascension Parish, Louisiana, said point being the POINT OF BEGINNING;

Thence, S89°13'50" W for a distance of 656.43 feet to a point and corner;  
Thence, S03°21'36" W for a distance of 67.56 feet to a point and corner;  
Thence, N88°40'59" W for a distance of 1012.82 feet to a point and corner;  
Thence, N42°26'14" W for a distance of 2254.90 feet to a point and corner;

Thence, N29°46'48" E for a distance of 67.05 feet to a point and corner;  
Thence, N27°12'00" E for a distance of 64.08 feet to a point and corner;  
Thence, N30°32'43" E for a distance of 56.84 feet to a point and corner;  
Thence, N27°39'52" E for a distance of 69.11 feet to a point and corner;  
Thence, N16°27'12" E for a distance of 78.56 feet to a point and corner;  
Thence, N44°23'56" E for a distance of 115.64 feet to a point and corner;  
Thence, N52°26'58" E for a distance of 72.91 feet to a point and corner;  
Thence, N55°03'56" E for a distance of 153.40 feet to a point and corner;  
Thence, N56°17'35" E for a distance of 24.51 feet to a point and corner;  
Thence, N45°12'49" E for a distance of 25.98 feet to a point and corner;  
Thence, N23°50'05" E for a distance of 139.77 feet to a point and corner;  
Thence, N18°53'21" E for a distance of 43.09 feet to a point and corner;  
Thence, N07°45'30" E for a distance of 76.18 feet to a point and corner;  
Thence, S56°03'57" E for a distance of 3201.95 feet to a point and corner;  
Thence, S00°40'07" E for a distance of 703.56 feet to the POINT OF BEGINNING;  
containing 91.469 acres (3,984,405 square feet)

SELLERS and PURCHASERS therefore correct and confirm the Act of Transfer of Real Estate referred to above, and otherwise ratify and approve the same, and request that the Clerk of Court and Recorder of Conveyances and Mortgages for the Parish of Ascension, State of Louisiana make a marginal notation on the Act of Cash sale referred to above reflecting the execution and recordation of this Act of Correction.

THUS DONE AND PASSED on the 15<sup>th</sup> day of December, 2023, in the City of Gonzales, Parish of Ascension, State of Louisiana, in the presence of the undersigned Notary Public, qualified in said state and parish, and the undersigned witnesses, who have signed with me after due reading of the whole.

THUS DONE AND PASSED at Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the 15<sup>th</sup> day of December, 2023, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

Sign:

Tiffany Landry

Print:

Tiffany Landry

Sign:

Denee Smith Kopp

Print:

Denee Smith Kopp

SIC, LLC, Seller

John Grady Melancon

BY: John Grady Melancon, Duly Authorized

D. D. Foirrier

NOTARY PUBLIC

NOTARY/BAR ROLL # 20570

Dwight D. Foirrier, Notary Public  
Bar Roll #20570  
Commissioned for Life

THUS DONE AND PASSED at Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the 15<sup>th</sup> day of December, 2023, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

Sign: Cindy Major

Print: Cindy Major

Sign: Courtney Chest

Print: Courtney Chenevert

LJG LAND COMPANY, LLC, Purchaser

[Signature]  
BY: Lj Grezani, Duly Authorized

[Signature]  
NOTARY PUBLIC  
NOTARY/BAR ROLL # 20572

Dwight D. Poirrier, Notary Public  
Bar Roll #20570  
Commissioned for Life

COB: 1084013; Page: 5; Filed: 12/19/2023 10:06:11AM [ascension: LW]

END OF DOCUMENT-APCC



Ascension Parish Clerk of Court  
607 E. Worthey St.,  
1st Floor  
Gonzales, LA 70737  
Phone (225) 621-8400



Clerk use only

**Bridget Hanna**  
Clerk of Court  
Parish of Ascension

**Instrument Number: 1080892**

**Book/Index:** COB  
**Document Type:** TRANSFER  
**Recording Date:** 10/11/23 2:32:36 PM  
**Page Count:** 4 not including this page

**Grantor 1:** SLC LLC  
**Grantee 1:** LJG LAND COMPANY LLC

COB: 1080892

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SHOULD BE RETAINED WITH ANY COPIES.



*Shelby Landry*  
\_\_\_\_\_  
**Shelby Landry, Deputy Clerk**

STATE OF LOUISIANA  
PARISH OF ASCENSION

ACT OF TRANSFER OF REAL ESTATE

BE IT KNOWN, that on the 5<sup>th</sup> day of October, 2023, before the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

SLC, L.L.C., a Louisiana limited liability company, authorized to do and doing business in the State of Louisiana, represented herein by its Manager, John Grady Melancon, by Certificate of Authority recorded on December 6, 2013 at COB/MOB Instrument No. 00840285 of the official records of Ascension Parish, Louisiana and made a part hereof by reference, whose address is P.O. Box 366, Sorrento, Ascension Parish, Louisiana 70778; (hereafter referred to as "SELLER");

who declared that for the consideration hereinafter mentioned, SELLER does by these presents sell, transfer, convey and deliver any and all interest he may be deemed to have unto:

LJG LAND COMPANY, LLC, a Louisiana Limited Liability Company, domiciled in Ascension Parish, State of Louisiana, represented herein by its duly authorized managing member, L.J. Grezaffi, by Authorization to Act and made a part hereof by reference, whose address is declared to be Post Office Box No. 692, New Roads, Louisiana 70760; (hereafter referred to as "PURCHASER");

the following property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, said PURCHASER acknowledging delivery and possession thereof:

**TRACT X-7**

1. A certain tract or parcel of ground together with all buildings and improvements situated thereon, situated in Sections 35 & 36, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana as shown more clearly on a map or plan of survey, entitled "PLAT SHOWING THE SUBDIVISION OF TRACT X OF THE HERBERT D. HUGHES ESTATE INTO TRACTS X-1 THROUGH X-8 LOCATED IN SECTIONS 25, 26, 34, 35 & 36, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR SLC, LLC" dated March 14, 2018 by Daniel J. Poche P.L.S., said map being approved by the Ascension Parish Planning Commission, Matthew Pryor, Chairman on April 26, 2018 and being recorded on April 27, 2018 at COB Instrument No. 00946808 of the official records of Ascension Parish, Louisiana. Said Tract being further described as Tract X-7 as per the map of plan of survey above.

**A PORTION OF TRACT Y-8-B-5 & LOT X-8-A-1-A**

2. A portion of a certain tract or parcel of ground designated as Tract Y-8-B-5 together with all buildings and improvements situated thereon, situated in Section 35, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana as shown more clearly on a map or plan of survey, entitled "PLAT SHOWING THE RESUBDIVISION OF TRACT Y-8-B OF THE PROPERTY OF SLC, LLC INTO TRACTS Y-8-B-1, Y-8-B-2, Y-8-B-3, Y-8-B-4, & Y-8-B-5, LOCATED IN SECTION 35, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR SLC, LLC", dated December 18, 2018 by Daniel J. Poche, P.L.S., said map being approved by the Ascension Parish Planning Commission, Matthew Pryor, Chairman on January 3, 2019 and being recorded on January 4, 2019 at COB Instrument No. 00962359 of the official records of Ascension Parish, Louisiana, and A portion of a certain tract or parcel of ground designated as Lot X-8-A-1-A together with all buildings and improvements situated thereon, situated in Section 35, Township 9 South, Range 2 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana as shown more clearly on a map or plan of survey, entitled "MAP SHOWING EXCHANGE OF PROPERTY

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BETWEEN TRACT X-8-A-1 & TRACT X-8-B OF THE PROPERTY OF SLC, LLC INTO TRACT X-8-A-1-A & TRACT X-8-B-1, LOCATED IN SECTIONS 25, 26, 34, 35, & 36, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR ASCENSION COMMERCE CENTER II", dated September 14, 2023 by Jamie M. Bordelon, P.L.S., said map being approved by the Ascension Parish Planning Commission, Max J. Nassar, Chairman on September 21, 2023 and being recorded on September 21, 2023 at COB Instrument No. 1079839 of the official records of Ascension Parish, Louisiana, and more fully described as follows:

COMMENCING at the northeastern corner of Tract Y-8-B-4 as shown on the as shown more clearly on a map or plan of survey, entitled "PLAT SHOWING THE RESUBDIVISION OF TRACT Y-8-B OF THE PROPERTY OF SLC, LLC INTO TRACTS Y-8-B-1, Y-8-B-2, Y-8-B-3, Y-8-B-4, & Y-8-B-5, LOCATED IN SECTION 35, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA FOR SLC, LLC", dated December 18, 2018 by Daniel J. Poche, P.L.S., said map being approved by the Ascension Parish Planning Commission, Matthew Pryor, Chairman on January 3, 2019 and being recorded on January 4, 2019 at COB Instrument No. 00962359 of the official records of Ascension Parish, Louisiana, said point being the POINT OF BEGINNING;

Thence, S89°13'50" W for a distance of 450.43 feet to a point and corner;

Thence, N03°16'43" W for a distance of 482.02 feet to a point and corner;

Thence, S56°03'57" W for a distance of 485.51 feet to a point and corner;

Thence, N89°05'03" E for a distance of 63.40 feet to a point and corner;

Thence, S03°16'43" E for a distance of 205.50 feet to the POINT OF BEGINNING; containing 3.349 acres (145,897 square feet).

This sale is made with full warranty of title subrogation to all rights and actions against previous owners.

The consideration for this sale is ONE HUNDRED AND NO/100 (\$100.00) DOLLARS cash in hand paid and other good and valuable consideration, for which acquittance is herein granted. Property taxes for the current year are not prorated in connection with this sale.

PURCHASER expressly waives all warranties as to the property herein sold, whether implied by this or any other writing or representation, as well as all warranties provided by law. This waiver applies to all warranties of any nature, express or implied, including without limitation warranties of fitness for a particular purpose, or of merchantability, or otherwise. PURCHASER understands that under Articles 2520 through 2548 of the Louisiana Civil Code and other provisions of law this sale would ordinarily include a warranty, implied by law, against certain defects in the property sold. PURCHASER expressly waives any and all such warranties with respect to all defects, whether apparent or latent, visible or not, and regardless of whether PURCHASER is presently aware of such defects. This waiver of warranty extends to all defects, even if the defect or defects render the property absolutely useless, or so inconvenient and imperfect that PURCHASER would not have purchased it had PURCHASER known of the defect. PURCHASER has examined the property thoroughly and is fully satisfied with its condition. In addition, PURCHASER waives, relieves, discharges, relinquishes and releases SELLER from any and all demands, claims, causes of action or other rights to payment, performance, remedy or relief, which PURCHASER may have or may be otherwise entitled to, whether affecting person and/or property, including, but

without limitation: (a) those arising under LSA - C.C. Article 2315.3, Statewide Order 29-B by 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 Liability Act, The Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, the Toxic Substance Control Act 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. PURCHASER has read and understands the foregoing waiver of warranty, the waiver has been pointed out and explained, and questions or doubts PURCHASER has concerning the same have been answered satisfactorily. SELLER and PURCHASER acknowledge and stipulate that the sale price was negotiated and agreed upon after consideration of the waiver of warranty herein set forth. PURCHASER and SELLER acknowledge reading and understanding of the warranty waiver provisions contained in this instrument by their initials:

PURCHASER: 

SELLER: 

Seller further ratifies the Act of Cash Sales, both dated December 22, 2022, by and between SLC, LLC, as Seller, and LJG LAND COMPANY, LLC, as Purchaser, recorded at COB Instrument No. 1065980 and COB Instrument No. 1065981 in the official records of the Clerk and Recorder for the Parish of Ascension, State of Louisiana. In said Sale, SLC, LLC sold the properties to LJG LAND COMPANY, LLC described therein.

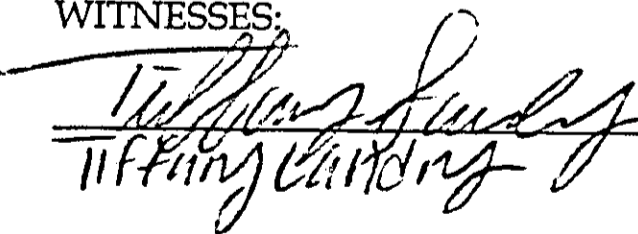
Appearer further declares that to the extent that SLC, LLC, is deemed to own any of the above described property, does hereby sell, assign, convey and quit-claim unto LJG LAND COMPANY, LLC, its vendees, successors and assigns, the above described property for the previously stated consideration.

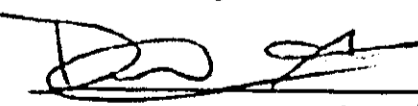
All parties signing the within instrument have declared themselves to be of full legal capacity and have declared that the name, marital status, domicile and address of each is correct as set forth above.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the PURCHASER, PURCHASER'S heirs and assigns shall have and hold the described property in full ownership forever.

THUS DONE AND SIGNED at Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the 5<sup>th</sup> day of October, 2023, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

  
Tiffany Carding

  
Denee Smith

SLC, LLC

  
BY: JOHN GRADY MELANCON, Duly Authorized, Seller

  
DWIGHT D. POIRRIER, NOTARY PUBLIC  
NOTARY/BAR ROLL #20570

**Dwight D. Poirrier, Notary Public**  
**Bar Roll #20570**  
**Commissioned for Life**

THUS DONE AND SIGNED at Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the \_\_\_\_ day of \_\_\_\_\_, 2023, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES

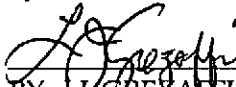


Tanja Moore



Gretel LaCour

LJG LAND COMPANY, LLC



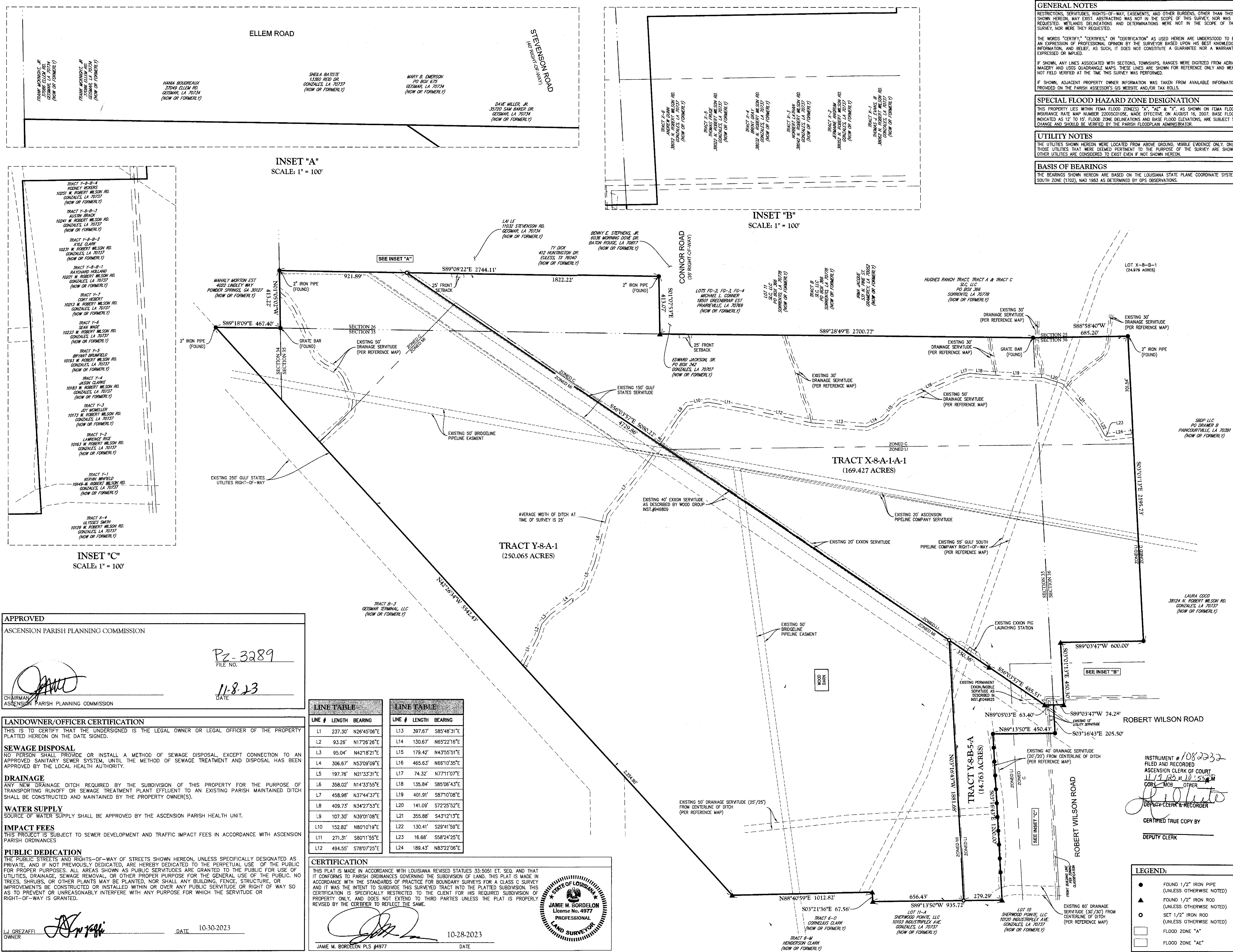
BY: L. GREZAFFI, Duly Authorized,  
Purchaser



STEPHEN JEWELL, NOTARY PUBLIC  
NOTARY/BAR ROLL # 23146

Stephen P. Jewell  
NOTARY PUBLIC  
La. Bar Roll No. 23146  
My Commission Is for Life





**GENERAL NOTES**  
 RESTRICTIONS, SERVITUDES, RIGHTS-OF-WAY, EASEMENTS, AND OTHER BURDENS, OTHER THAN THOSE SHOWN HEREON, MAY EXIST. ABSTRACTING WAS NOT IN THE SCOPE OF THIS SURVEY, NOR WAS IT REQUESTED. METLANDS DELINEATIONS AND DETERMINATIONS WERE NOT IN THE SCOPE OF THIS SURVEY, NOR WERE THEY REQUESTED.

THE WORDS "CERTIFY", "SERVICES", OR "CERTIFICATION" AS USED HEREIN ARE UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR BASED UPON HIS BEST KNOWLEDGE, INFORMATION, AND BELIEF, AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE NOR A WARRANTY, EXPRESSED OR IMPLIED.

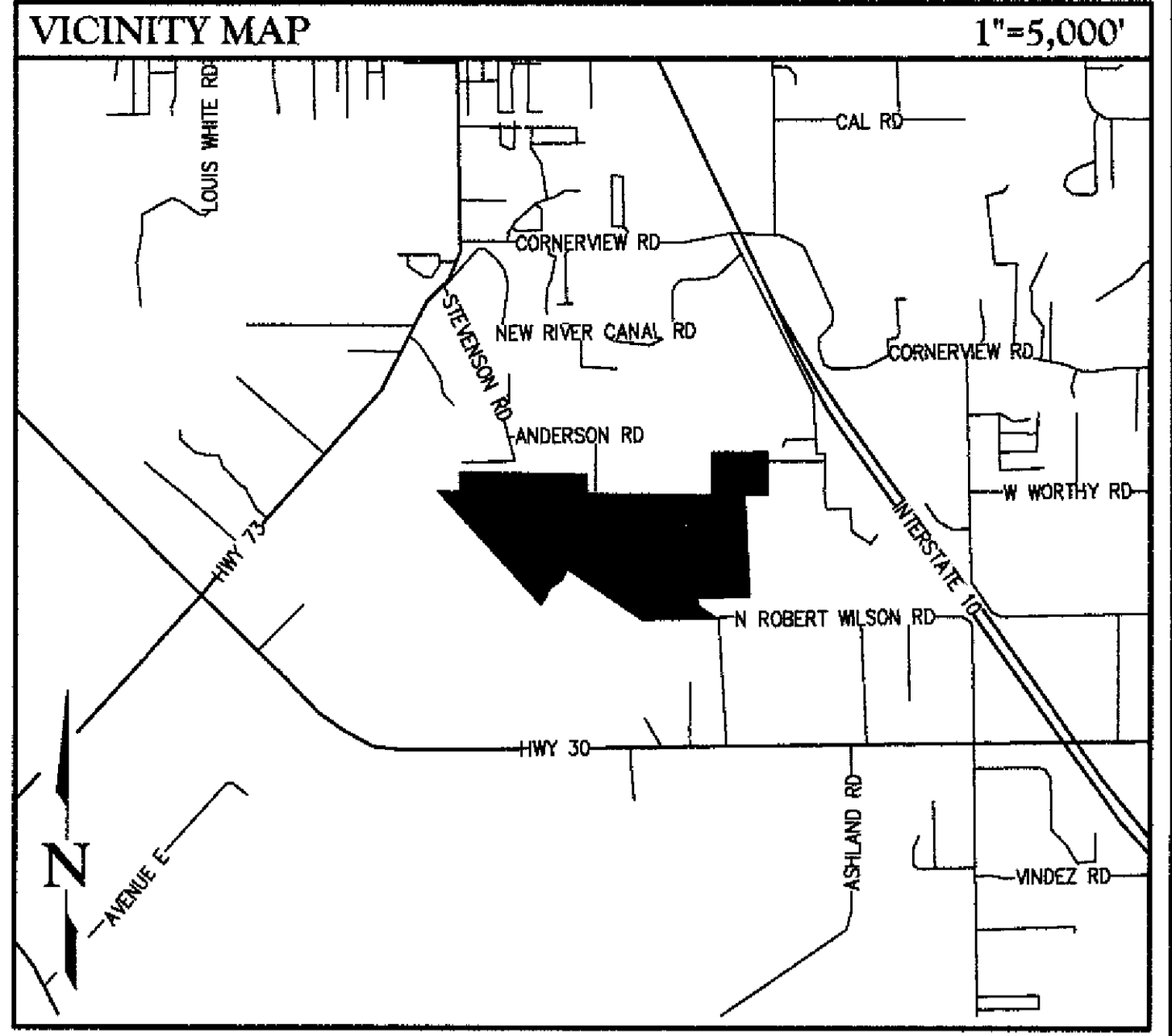
IF SHOWN, ANY LINES ASSOCIATED WITH SECTIONS, TOWNSHIPS, RANGES WERE DIGITIZED FROM AERIAL PHOTOGRAPHS AND LOSS QUADRANGLE MAPS. THESE LINES ARE SHOWN FOR REFERENCE ONLY AND WERE NOT FIELD VERIFIED AT THE TIME THIS SURVEY WAS PERFORMED.

IF SHOWN, ADJACENT PROPERTY OWNER INFORMATION WAS TAKEN FROM AVAILABLE INFORMATION PROVIDED ON THE PARISH ASSESSOR'S GIS WEBSITE AND/OR TAX ROLLS.

**SPECIAL FLOOD HAZARD ZONE DESIGNATION**  
 THIS PROPERTY LIES WITHIN FEMA FLOOD ZONE(S) "A", "AE" & "X". AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NUMBER 2205050105E, MADE EFFECTIVE ON AUGUST 16, 2007. BASE FLOOD INDICATED AS 12' TO 15'. FLOOD ZONE DELINEATIONS AND BASE FLOOD ELEVATIONS, ARE SUBJECT TO CHANGE AND SHOULD BE VERIFIED BY THE PARISH FLOODPLAIN ADMINISTRATOR.

**UTILITY NOTES**  
 THE UTILITIES SHOWN HEREON WERE LOCATED FROM ABOVE GROUND, VISIBLE EVIDENCE ONLY. ONLY THOSE UTILITIES THAT WERE DEEMED PERTINENT TO THE PURPOSE OF THE SURVEY ARE SHOWN. OTHER UTILITIES ARE CONSIDERED TO EXIST EVEN IF NOT SHOWN HEREON.

**BASIS OF BEARINGS**  
 THE BEARINGS SHOWN HEREON ARE BASED ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (1702), NAD 1983 AS DETERMINED BY GPS OBSERVATIONS.



**ZONING**

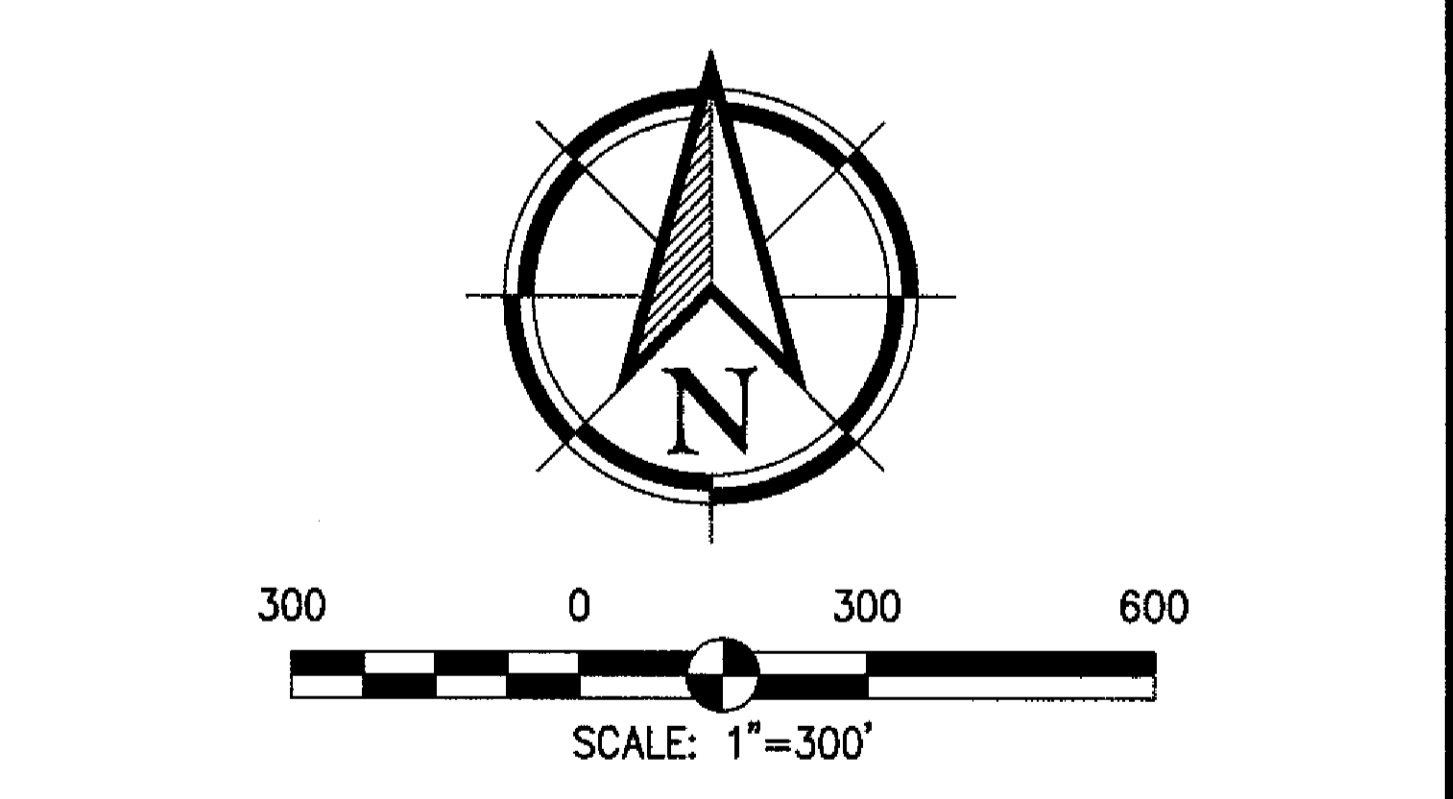
CONSERVATION (C) ZONING SETBACKS:  
 MINIMUM FRONT = 25 FEET / 55 FEET OR 75 FROM CENTERLINE OF ANY STATE HWY  
 MINIMUM REAR = 20 FEET  
 MINIMUM SIDE = 10 FEET  
 MAXIMUM HEIGHT = 35 FEET

LIGHT INDUSTRY (L) SETBACKS:  
 MINIMUM FRONT = 25 FEET / 55 FEET OR 75 FROM CENTERLINE OF ANY STATE HWY  
 MINIMUM REAR = 15 FEET  
 MINIMUM SIDE = 10 FEET  
 MAXIMUM HEIGHT = 35 FEET

MEDIUM INDUSTRY (M) SETBACKS:  
 MINIMUM FRONT = 25 FEET / 55 FEET OR 75 FROM CENTERLINE OF ANY STATE HWY  
 MINIMUM REAR = 15 FEET  
 MINIMUM SIDE = 10 FEET  
 MAXIMUM HEIGHT = 35 FEET

SETBACK LINES SHALL BE VERIFIED BY THE OWNER, DEVELOPER AND OR CONTRACTOR PRIOR TO ANY CONSTRUCTION, AS AN ABSTRACT HAS NOT BEEN PERFORMED BY THE SURVEYOR. ZONING AND SETBACKS ARE SUBJECT TO CHANGE AND SHOULD BE VERIFIED WITH THE LOCAL AUTHORITY'S ZONING DEPARTMENT BEFORE ANY DESIGN OR CONSTRUCTION.

- REFERENCES**
- 1.) "PLAT SHOWING RESUBDIVISION OF TRACTS X-8-A AND Y-8 OF THE PROPERTY OF SLC, LLC INTO TRACTS X-8-A-1, Y-8-A, & Y-8-B" DATED DECEMBER 1, 2019 BY DANIEL J. POICHE, P.L.S.; RECORDED AT INSTRUMENT NO. 961307.
  - 2.) "PLAT SHOWING RESUBDIVISION OF TRACT X-8 OF THE PROPERTY OF SLC, LLC INTO TRACTS X-8-A & X-8-B", DATED SEPTEMBER 12, 2018, BY DANIEL J. POICHE, P.L.S.; RECORDED AT INSTRUMENT NO. 895203.
  - 3.) "PLAT SHOWING RESUBDIVISION OF TRACT Y-8 OF THE PROPERTY OF SLC, LLC INTO TRACTS Y-8-1, Y-8-2, Y-8-3, Y-8-4, Y-8-5, Y-8-6, Y-8-7, Y-8-8, Y-8-9, Y-8-10, Y-8-11, Y-8-12, Y-8-13, Y-8-14, Y-8-15, Y-8-16, Y-8-17, Y-8-18, Y-8-19, Y-8-20, Y-8-21, Y-8-22, Y-8-23, Y-8-24, Y-8-25, Y-8-26, Y-8-27, Y-8-28, Y-8-29, Y-8-30, Y-8-31, Y-8-32, Y-8-33, Y-8-34, Y-8-35, Y-8-36, Y-8-37, Y-8-38, Y-8-39, Y-8-40, Y-8-41, Y-8-42, Y-8-43, Y-8-44, Y-8-45, Y-8-46, Y-8-47, Y-8-48, Y-8-49, Y-8-50, Y-8-51, Y-8-52, Y-8-53, Y-8-54, Y-8-55, Y-8-56, Y-8-57, Y-8-58, Y-8-59, Y-8-60, Y-8-61, Y-8-62, Y-8-63, Y-8-64, Y-8-65, Y-8-66, Y-8-67, Y-8-68, Y-8-69, Y-8-70, Y-8-71, Y-8-72, Y-8-73, Y-8-74, Y-8-75, Y-8-76, Y-8-77, Y-8-78, Y-8-79, Y-8-80, Y-8-81, Y-8-82, Y-8-83, Y-8-84, Y-8-85, Y-8-86, Y-8-87, Y-8-88, Y-8-89, Y-8-90, Y-8-91, Y-8-92, Y-8-93, Y-8-94, Y-8-95, Y-8-96, Y-8-97, Y-8-98, Y-8-99, Y-8-100", DATED DECEMBER 18, 2018, BY DANIEL J. POICHE, P.L.S.; RECORDED AT INSTRUMENT NO. 962359.
  - 4.) "PLAT SHOWING THE SUBDIVISION OF TRACT X OF THE HERBERT D. HUGHES ESTATE INTO TRACTS X-1 THRU X-5", DATED MARCH 14, 2018, BY DANIEL J. POICHE, P.L.S.; RECORDED AT INSTRUMENT NO. 946809.
  - 5.) "PLAT SHOWING THE SUBDIVISION OF TRACT X OF THE HERBERT D. HUGHES ESTATE INTO TRACTS X-1 THRU X-5", DATED MARCH 14, 2018, BY DANIEL J. POICHE, P.L.S.; RECORDED AT INSTRUMENT NO. 946808.
  - 6.) "BOUNDARY SURVEY OF TRACT X, TRACT Y, LOT 11, TRACT A, TRACT B...", DATED SEPTEMBER 21, 2015, BY JAMES W. FALCOUT, P.L.S.
  - 7.) "MAP SHOWING RESUBDIVISION OF A CERTAIN 480.04 ACRE TRACT OF LAND FORMERLY KNOWN AS BUZZARD ROOST...", DATED DECEMBER 15, 2003, BY WILFRED J. FONTENOT, P.L.S.; RECORDED AT INSTRUMENT NO. 564340.
  - 8.) "SERVITUDE GRANT FOR EXONMOBILE PIPELINE COMPANY, DATED JANUARY 10, 2020; RECORDED AT INSTRUMENT NO. 989035.
  - 9.) "PIPELINE RIGHT OF WAY AGREEMENT FOR ASCENSION PIPELINE COMPANY, LLC, DATED OCTOBER 21, 2015; RECORDED AT INSTRUMENT NO. 887037.
  - 10.) "FIRST AMENDMENT OF SERVITUDE GRANT FOR EXONMOBILE PIPELINE COMPANY, LLC, DATED MARCH 23, 2022; RECORDED AT INSTRUMENT NO. 1049625.
  - 11.) "PIPELINE RIGHT OF WAY AGREEMENT FOR TEXACO INC., DATED SEPTEMBER 02, 1963; RECORDED AT INSTRUMENT NO. 73314.
  - 12.) "MAP SHOWING SURVEY BY WILFRED J. FONTENOT; RECORDED AT INSTRUMENT NO. 564340.
  - 13.) "MAP SHOWING SURVEY FOR H.D. HUGHES" DATED AUGUST 24, 1981, BY CARL MISTRIC.



**APPROVED**

ASCENSION PARISH PLANNING COMMISSION

FILE NO. Pz-3289

DATE 11-8-23

CHAIRMAN ASCENSION PARISH PLANNING COMMISSION

**LANDOWNER/OFFICER CERTIFICATION**

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER OR LEGAL OFFICER OF THE PROPERTY PLATTED HEREON ON THE DATE SIGNED.

**SEWAGE DISPOSAL**

NO PERSON SHALL PROVIDE OR INSTALL A METHOD OF SEWAGE DISPOSAL, EXCEPT CONNECTION TO AN APPROVED SANITARY SEWER SYSTEM, UNTIL THE METHOD OF SEWAGE TREATMENT AND DISPOSAL HAS BEEN APPROVED BY THE LOCAL HEALTH AUTHORITY.

**DRAINAGE**

ANY NEW DRAINAGE DITCH REQUIRED BY THE SUBDIVISION OF THIS PROPERTY FOR THE PURPOSE OF TRANSPORTING RUNOFF OR SEWAGE TREATMENT PLANT EFFLUENT TO AN EXISTING PARISH MAINTAINED DITCH SHALL BE CONSTRUCTED AND MAINTAINED BY THE PROPERTY OWNER(S).

**WATER SUPPLY**

SOURCE OF WATER SUPPLY SHALL BE APPROVED BY THE ASCENSION PARISH HEALTH UNIT.

**IMPACT FEES**

THIS PROJECT IS SUBJECT TO SEWER DEVELOPMENT AND TRAFFIC IMPACT FEES IN ACCORDANCE WITH ASCENSION PARISH ORDINANCES

**PUBLIC DEDICATION**

THE PUBLIC STREETS AND RIGHTS-OF-WAY OF STREETS SHOWN HEREON, UNLESS SPECIFICALLY DESIGNATED AS PRIVATE, AND IF NOT PREVIOUSLY DEDICATED, ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES. ALL AREAS SHOWN AS PUBLIC SERVITUDES ARE GRANTED TO THE PUBLIC FOR USE OF UTILITIES, DRAINAGE, SEWAGE REMOVAL, OR OTHER PROPER PURPOSE FOR THE GENERAL USE OF THE PUBLIC. NO TREES, SHRUBS, OR OTHER PLANTS MAY BE PLANTED, NOR SHALL ANY BUILDING, FENCE, STRUCTURE, OR IMPROVEMENTS BE CONSTRUCTED OR INSTALLED WITHIN OR OVER ANY PUBLIC SERVITUDE OR RIGHT OF WAY SO AS TO PREVENT OR UNREASONABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE SERVITUDE OR RIGHT-OF-WAY IS GRANTED.

J. GREZAFI OWNER DATE 10-30-2023

LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING
L1	237.30'	N26°45'06"E	L13	397.67'	S85°48'31"E
L2	93.26'	N17°26'26"E	L14	130.67'	N85°22'16"E
L3	95.04'	N42°18'21"E	L15	179.42'	N43°55'51"E
L4	306.67'	N53°09'09"E	L16	465.63'	N68°10'35"E
L5	197.76'	N21°33'31"E	L17	74.32'	N77°11'07"E
L6	358.02'	N14°33'55"E	L18	135.84'	S85°06'43"E
L7	458.98'	N37°44'37"E	L19	401.91'	S87°10'08"E
L8	409.73'	N34°27'53"E	L20	141.09'	S72°25'52"E
L9	107.30'	N39°01'08"E	L21	355.88'	S43°12'13"E
L10	152.82'	N80°10'19"E	L22	130.41'	S29°41'59"E
L11	271.31'	S80°11'55"E	L23	16.88'	S58°24'25"E
L12	494.55'	S78°07'25"E	L24	189.43'	N83°22'06"E

**CERTIFICATION**

THIS PLAT IS MADE IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 33:5051 ET. SEQ. AND THAT IT CONFORMS TO PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND. THIS PLAT IS MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR A CLASS C SURVEY AND IT WAS THE INTENT TO SUBDIVIDE THIS SURVEYED TRACT INTO THE PLATTED SUBDIVISION. THIS CERTIFICATION IS SPECIFICALLY RESTRICTED TO THE CLIENT FOR HIS REQUIRED SUBDIVISION OF PROPERTY ONLY, AND DOES NOT EXTEND TO THIRD PARTIES UNLESS THE PLAT IS PROPERLY REVISED BY THE CERTIFIER TO REFLECT THE SAME.

JAMIE M. BORDELON License No. 4977 PROFESSIONAL LAND SURVEYOR

DATE 10-28-2023

**MAP SHOWING EXCHANGE OF PROPERTY**

BETWEEN TRACT X-8-A-1-A, TRACT X-7, TRACT Y-8-B-5 & TRACT Y-8-A OF THE PROPERTY OF SLC, L.L.C. INTO TRACT X-8-A-1-A-1 TRACT Y-8-B-5-A & TRACT Y-8-A-1

LOCATED IN SECTIONS 26, 34, 35 & 36, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA

FILED AND RECORDED ASCENSION CLERK OF COURT 11/9/23 @ 10:58 AM COB MCB OTHER

DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY DEPUTY CLERK

**LEGEND:**

- FOUND 1/2" IRON PIPE (UNLESS OTHERWISE NOTED)
- ▲ FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- SET 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- FLOOD ZONE "A"
- FLOOD ZONE "AE"

1 OF 1

**QUALITY** Engineering & Surveying, L.L.C. 18120 Hwy 42, Port Vincent, LA, 70726 TEL: 225-698-1000 FAX: 225-698-3367 www.QS&S.com



Ascension Parish Clerk of Court  
607 E. Worthey St.,  
1st Floor  
Gonzales, LA 70737  
Phone (225) 621-8400



Clerk use only

**Bridget Hanna**  
Clerk of Court  
Parish of Ascension

**Instrument Number: 1097716**

**Book/Index:** COB  
**Document Type:** CORRECTION  
**Recording Date:** 9/4/2024 10:14:28 AM  
**Page Count:** 3 not including this page

**Grantor 1:** SLC LLC  
**Grantee 1:** LJG LAND COMPANY LLC

COB: 1097716

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SHOULD BE RETAINED WITH ANY COPIES.



*Laneika White*  
Laneika White, Deputy Clerk

STATE OF LOUISIANA  
PARISH OF ASCENSION

ACT OF CORRECTION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the good and competent undersigned witnesses, personally came and appeared:

SLC,L.L.C., a Louisiana limited liability company, authorized to do and doing business in the State of Louisiana, represented herein by its Manager, John Grady Melancon, by Certificate of Authority recorded on December 6, 2013 at COB/MOB Instrument No. 00840285 of the official records of Ascension Parish, Louisiana and made a part hereof by reference, whose address is P.O. Box 366, Sorrento, Ascension Parish, Louisiana 70778; (hereafter referred to as "SELLER") and

LJG LAND COMPANY, LLC, a Louisiana Limited Liability Company, domiciled in Ascension Parish, State of Louisiana, represented herein by its duly authorized managing member, L.J. Grezaffi, by Authorization to Act and made a part hereof by reference, whose address is declared to be Post Office Box No. 692, New Roads, Louisiana 70760; (hereafter referred to as "PURCHASER");

who did declare that by Act of Cash Sale dated December 22, 2022 and being recorded on December 22, 2022 at Instrument No. 1065981 of the official records of Ascension Parish, Louisiana, SELLER did convey to PURCHASER a certain purchase price described therein as:

"who declared that for the price of SEVEN MILLION TWO HUNDRED TEN THOUSAND THREE HUNDRED FIFTY AND NO/100 (\$7,210,350.00) DOLLARS The total price may be adjusted to reflect actual acreage of different. Seller shall finance the full purchase price from the date of sale at the rate of zero (%) percent for (2) years and thereafter any remaining balance shall accrue interest at the rate of four (4%) percent per annum. SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:"

SELLER and PURCHASER acknowledges that the Act of Cash Sale recorded on December 22, 2022 incorrectly described the purchase price of the property. Therefore, SELLER and PURCHASER declare that the correct purchase price of the property conveyed by the Act of Cash Sale recorded on December 22,2022 at COB Instrument No. 1065981 to be described as follows:

"who declared that for the price of SEVEN MILLION TWO HUNDRED TEN THOUSAND THREE HUNDRED FIFTY AND NO/100 (\$7,210,350.00) DOLLARS, cash, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:"

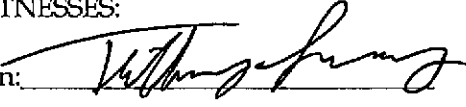
SELLERS and PURCHASERS therefore correct and confirm the Act of Cash Sale referred to above, and otherwise ratify and approve the same, and request that the Clerk of Court and Recorder of Conveyances and Mortgages for the Parish of Ascension, State of Louisiana make a marginal notation on the Act of Cash sale referred to above reflecting the execution and recordation of this Act of Correction.

COB: 1097716; Page: 1; Filed: 9/4/2024 10:14:28AM [ascension: LW]

Appearer, SLC, LLC, releases, relinquishes and cancels any vendor's lien or security interest deemed to be created in the initial sale referenced herein based on the recited language of the sales price which has been hereby corrected.

THUS DONE AND PASSED at Gonzales, Louisiana, in the presence of the undersigned competent witnesses on the 26<sup>th</sup> day of August, 2024, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

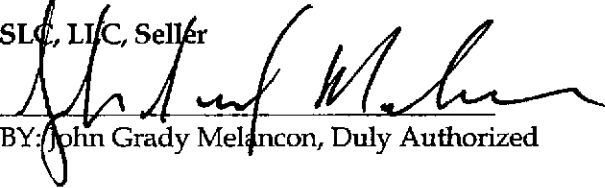
Sign: 

Print: Tiffany Landry


Sign: 

Print: Denee Kopp

SLC, LLC, Seller



BY: John Grady Melancon, Duly Authorized

  
DWIGHT D. POIRRIER, NOTARY PUBLIC  
LA BAR ROLL #20570  
MY COMMISSION IS FOR LIFE

THUS DONE AND PASSED at New Roads Louisiana, in the presence of the undersigned competent witnesses on the 27th day of August, 2024, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

Sign: [Signature]

Print: Tanja Moore

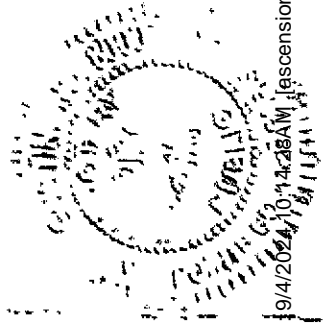
Sign: [Signature]

Print: Rosaline Parks

LJG LAND COMPANY, LLC, Purchaser

Sign: [Signature]  
BY: LJ Grezant, Duly Authorized

[Signature]  
NOTARY PUBLIC Kami Gustin  
NOTARY/BAR ROLL # \_\_\_\_\_ Notary Public  
LA Notary #80007



COB: 1097716; Page: 3; Filed: 9/4/2024 10:14:28AM [escension: LW]

END OF DOCUMENT PAGE



Ascension Parish Clerk of Court  
607 E. Worthey St.,  
1st Floor  
Gonzales, LA 70737  
Phone (225) 621-8400



Clerk use only

**Bridget Hanna**  
Clerk of Court  
Parish of Ascension

**Instrument Number: 1098314**

**Book/Index:** COB

**Document Type:** CASH SALE/DEED

**Recording Date:** 9/17/2024 2:51:50 PM

**Page Count:** 7 not including this page

**Intake Via:** eRecording

**Grantor 1:** LJG LAND COMPANY LLC

**Grantee 1:** MAGNOLIA RIDGE LOGISTICS INVESTMENT LLC

COB: 1098314

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SHOULD BE RETAINED WITH ANY COPIES.



*Laura Falcon*

Laura Falcon

## CASH SALE

BE IT KNOWN that on the dates and at the places designated below, before the respective undersigned witnesses and notaries public, duly commissioned and qualified as such, personally came and appeared:

**L.J.G. Land Company, L.L.C.**, a Louisiana limited liability company whose Articles of Organization were filed with the Secretary of State on March 16, 2020, appearing herein through its Managing Member and Manager, L.J. Grezaffi, whose permanent mailing address is P.O. Box 692, New Roads, LA 70760, and whose taxpayer identification number is xx-xxx9225 (hereinafter referred to as "Seller");

who did declare that for the consideration hereinafter mentioned Seller does, by these presents, sell, transfer and deliver with limited warranty of title (limited to acts arising by, through, or under Seller), but with full substitution and subrogation (including environmental subrogation) in and to all of the rights and actions of warranty which Seller has or may have against all preceding owners and with all rights of prescription, both liberative and acquisitive, unto:

**Magnolia Ridge Logistics Investment LLC**, a Louisiana limited liability company whose Articles of Organization were filed with the Secretary of State on August 7, 2024, appearing herein through its Manager, Magnolia Ridge Logistics Management LLC, whose permanent mailing address is 3902 Lee Street, Alexandria, LA 71302, and whose taxpayer identification number is xx-xxx1900 (hereinafter referred to as "Purchaser");

for the benefit of Purchaser, and Purchaser's successors and assigns, the following described property:

### ITEM I:

That certain piece or parcel of ground, situated in the Parish of Ascension, State of Louisiana, being designated as **Tract Y-8-A-1-A**, as shown on that certain map entitled, "Revised Map Showing Exchange of Property between Tract X-8-A-1-A-1, Tract Y-8-B-5-A & Tract Y-8-A-1 of the Property of L.J.G. Land Company, L.L.C. into Tract X-8-A-1-A-1-A, Tract X-8-A-1-A-1-B & Tract Y-8-A-1-A," prepared by Quality Engineering & Surveying, LLC, dated July 31, 2024 and recorded August 8, 2024 with the Clerk of Court and Recorder of Mortgages for Ascension Parish, Louisiana at Instrument No. 1096258.

### ITEM II:

All buildings, improvements, easements, servitudes, appurtenances, rights, privileges belonging or appertaining to the property, including, but not limited to, any land lying in the bed of any street, road or avenue, opened or proposed, adjoining the property and any and all rights and claims, whether personal or real, against third parties arising out damages of any type to said property or in any other manner including, but not limited to, the right to enforce obligations regarding the past, present, or future environmental condition of said property (Items I and II hereinafter referred to as the "Property").

This sale is made and accepted for and in consideration of the sum of **TEN MILLION NINE HUNDRED SIXTY THOUSAND EIGHT HUNDRED FIFTY AND 34/100 (\$10,960,850.34) DOLLARS** cash in hand paid, the receipt and adequacy of which are acknowledged by Seller.

Taxes for the year 2024 will be prorated as of the date of this sale and paid by Purchaser.

In accordance with La. R.S. 9:2721(B), from and after the date of this sale, (a) the name of the person responsible for all property taxes and assessments is Purchaser, and (b) all property taxes and assessment notices should be mailed to the following address: 3902 Lee Street, Alexandria, LA 71302.

All parties signing this instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and Purchaser, their heirs, successors and assigns, shall have and hold the Property in full ownership forever.

The Property is conveyed subject to the following servitudes and restrictions of record:

1. Servitude created pursuant to that Stipulated Judgment entitled Shell Pipeline Company, LP versus Elizabeth Hughes DePass, as Trustee of Herbert D. Hughes Estate Trust and L.J. Grezaffi D/B/A L.J.G. Land Company, dated June 30, 2005 and recorded June 30, 2005 with the Clerk of Court and Recorder of Mortgages for Ascension Parish, Louisiana at Instrument Nos. 610034 and 610035.
2. Pipeline Right of Way Agreement by Herbert D. Hughes Estate Trust in favor of Ascension Pipeline Company, L.L.C. dated October 21, 2015 and recorded December 2, 2015 with the Clerk of Court and Recorder of Mortgages for Ascension Parish, Louisiana at Instrument No. 887037.
3. Servitude Grant by SLC, L.L.C. in favor of ExxonMobil Pipeline Company dated January 10, 2020 and recorded February 13, 2020 with the Clerk of Court and Recorder of Mortgages for Ascension Parish, Louisiana at Instrument No. 988035, as amended by that First Amendment of Servitude Grant dated March 23, 2022 and recorded March 28, 2022 at Instrument No. 1049625.
4. Mineral reservation, with waiver of surface rights, created in that Act of Cash Sale by and between SLC, L.L.C. and L.J.G Land Company, LLC dated December 22, 2022 and recorded

December 22, 2022 with the Clerk of Court and Recorder of Mortgages for Ascension Parish, Louisiana at Instrument No. 1065980.

5. Mineral reservation, with waiver of surface rights, created in that Act of Cash Sale by and between SLC, L.L.C. and LJC Land Company, LLC dated December 22, 2022 and recorded December 22, 2022 with the Clerk of Court and Recorder of Mortgages for Ascension Parish, Louisiana at Instrument No. 1065981.
6. Right of Way by Nora B. Wells in favor of United Gas Pipe Line Company dated May 8, 1951 and recorded May 11, 1951 with the Clerk of Court and Recorder of Mortgages for Ascension Parish, Louisiana at Instrument No. 34462, as amended by that Amendment to Right of Way dated July 24, 1969 and recorded August 4, 1969 at Instrument No. 101266.
7. Restrictions, servitudes and fence encroachments shown on that ALTA/NSPS Land Title Survey prepared by Monceaux, Buller & Associates, LLC, dated September 16, 2024.

Any reference to any such restrictions or servitudes above is not intended to nor does it reimpose such restrictions, but merely calls them to the attention of Purchaser. Further, any reference to a prior reservation of mineral rights is not intended to interrupt or suspend prescription of such mineral rights, prolong their existence or to admit to their validity, but only to call them to the attention of the Purchaser.

The sale of the Property is made as-is, where-is as to the condition. Purchaser hereby acknowledges and declares relying solely on its own inspection and evaluation of the Property and not on any warranties or representations, express or implied, from Seller except as set forth in that certain Purchase Agreement by and between Seller and Ratcliff Development, L.L.C. (as predecessor-in-interest of Purchaser) dated as of July 11, 2023, as amended by that certain First Amendment to Purchase Agreement dated as of July 11, 2023, as further amended by that certain Second Amendment to Purchase Agreement dated as of December 4, 2023, as further amended by that certain Third Amendment to Purchase Agreement dated as of March 8, 2024, as further amended by that certain Fourth Amendment to Purchase Agreement dated as of May 24, 2024, as further amended by that certain Fifth Amendment to Purchase Agreement dated as of July 29, 2024, and as further amended by that certain Sixth Amendment to Purchase Agreement dated as of August 27, 2024 (collectively, the "Purchase Agreement"). Except as set forth in the Purchase Agreement, all other warranties, express or implied, with respect to the Property, including but not limited to those related to the condition of the Property or fitness of the Property for a particular purpose, are hereby disclaimed by Seller and are hereby expressly waived by Purchaser.

Purchaser shall have absolutely no right or cause of action against Seller, whether in tort, contract, quasi-contract or otherwise, to assert in any controversy or litigation any claim or demand arising from the sale or purchase of, or in any way related to or in connection with, the Property, and the same are hereby waived and relinquished by Purchaser, except as to warranty of title or as set forth in the Purchase Agreement.

Purchaser hereby expressly waives and renounces any and all rights in redhibition pursuant to Louisiana Civil Code Article 2520, *et seq.*, the warranty imposed by Louisiana Civil Code Article 2476, and its ability to rescind the sale of the Property or seek a reduction in the Purchase

Price for any reason whatsoever, and Purchaser hereby releases Seller from any and all liability whatsoever in connection therewith.

J. GAT Purchaser's initials

The Purchase Agreement contains certain representations, warranties, and covenants made by Seller. Seller hereby certifies that all of Seller's representations, warranties and covenants set forth in the Purchase Agreement are true and correct as of the date of execution of this Cash Sale and such representations, warranties and covenants of Seller shall survive the execution of this Cash Sale, shall not merge into this act of Cash Sale, and shall not be novated thereby.

Seller hereby reserves fifty (50%) percent of the oil, gas and other subsurface minerals and mineral rights in, on, under and otherwise associated with the Property. In accordance with La. R.S. 31:75, any interruption or suspension of prescription of the mineral servitude herein created, resulting from unit operations and/or production, shall extend to the entirety of the Property burdened by the mineral servitude, regardless of the location of the well or of whether all or only part of the Property is included in the unit. It is understood, however, that Purchaser, its successors and assigns, shall have at all times unrestricted use and occupancy of the surface of the Property and that no drilling, mining, exploration, or other activities shall be conducted or carried on upon the surface of said property without the express written consent of Purchaser, its successors and assigns.

Purchaser and Seller dispense with the production of any mortgage certificate, tax receipts or other certificates that may be required by law and the undersigned Notary is released from any responsibility or liability for not producing and/or attaching same. The undersigned Notary has not rendered, nor has he been requested to render, an opinion on the title to the Property transferred pursuant to this instrument; nor has the undersigned Notary made any warranty or representation as to the zoning of the Property.

--SIGNATURES ON THE FOLLOWING PAGE--

COB: 1098314; Page: 4; Filed: 9/17/2024 2:51:50PM [ascension: LF]

This act has been passed in the Parish of East Baton Rouge, State of Louisiana on the 11<sup>th</sup> day of September, 2024, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole, but effective as of September 17, 2004.

WITNESSES:

SELLER:  
L.J.G. Land Company, L.L.C.

[Signature]  
Name: Penny Timm

By: [Signature]  
L.J. Grezaffi, Managing Member and Manager

[Signature]  
Name: Stephan Genser

[Signature]  
Notary Public

ANDY ST. ROMAIN  
NOTARY PUBLIC  
State of Louisiana

Name: \_\_\_\_\_ My Commission is issued for Life.  
Bar Roll/Notary No.: \_\_\_\_\_ LA Bar Roll No. 29432  
Commission Expires: \_\_\_\_\_

This act has been passed in the Parish of \_\_\_\_\_, State of Louisiana on the \_\_\_\_\_ day of September, 2024, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole, but effective as of September 17, 2004.

WITNESSES:

PURCHASER:  
Magnolia Ridge Logistics Investment LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: Magnolia Ridge Logistics Management LLC, its Manager

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Gregg Thompson, Manager

By: \_\_\_\_\_  
Clarke Williams, III, Manager

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
Bar Roll/Notary No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

This act has been passed in the Parish of \_\_\_\_\_, State of Louisiana on the \_\_\_\_\_ day of September, 2024, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole, but effective as of September 17, 2004.

WITNESSES:

SELLER:

L.J.G. Land Company, L.L.C.

Name: \_\_\_\_\_

By: \_\_\_\_\_  
L.J. Grezaffi, Managing Member and  
Manager

Name: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
Bar Roll/Notary No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

This act has been passed in the Parish of East Baton Rouge, State of Louisiana on the 16 day of September, 2024, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole, but effective as of September 17, 2004.

WITNESSES:

PURCHASER:

Magnolia Ridge Logistics Investment LLC

Name: David M. Ferraro

By: Magnolia Ridge Logistics Management  
LLC, its Manager

Name: Jackelyn H. Gallo

By: \_\_\_\_\_  
Gregg Thompson, Manager

By: \_\_\_\_\_  
Clarke Williams, III, Manager

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
Bar Roll/Notary No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



**UNANIMOUS CONSENT OF THE MEMBERS OF  
L.J.G. LAND COMPANY, L.L.C.  
ADOPTED July 10<sup>th</sup>, 2024**

The undersigned, being all of the members of L.J.G. Land Company, L.L.C., a Louisiana limited liability company (the "Company"), do hereby take and authorize, by this unanimous written consent, each and all of the following actions and the adoption of these resolutions:

RESOLVED that L.J. Grezaffi and Jude Robillard Grezaffi constitute all of the members of the Company (collectively the "Members").

FURTHER RESOLVED, that the Company is managed by a manager and that L.J. Grezaffi is the manager of the Company ("Manager").

FURTHER RESOLVED, that the Manager has full authority to act on behalf of the Company in any manner he deems appropriate and in the best interests of the Company without the further consent of the Members being required, including but not limited to contracting for, buying, selling, leasing, encumbering, making deposits, disbursing and accepting funds, and any other terms, agreements, or matters incident to the transaction of real property by the Company, all in the Manager's sole discretion.

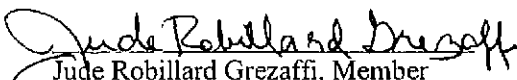
FURTHER RESOLVED, that the Manager is authorized on behalf of the Company to execute all documents required to be executed by or on behalf of the Company in furtherance of the stated purpose herein.

FURTHER RESOLVED, that to avoid any doubt, the Members ratify and adopt all prior actions taken by the Manager for on behalf of the Company consistent with the Manager's authority.

Thus accepted and signed by the Members this 10<sup>th</sup> day of July, 2024 in New Roads, Louisiana.

L.J.G. Land Company, L.L.C., a Louisiana  
limited liability company

  
L.J. Grezaffi, Member and Manager

  
Jude Robillard Grezaffi, Member



Ascension Parish Clerk of Court  
607 E. Worthey St.,  
1st Floor  
Gonzales, LA 70737  
Phone (225) 621-8400



Clerk use only

**Bridget Hanna**  
Clerk of Court  
Parish of Ascension

**Instrument Number: 1098315**

**Book/Index:** COB

**Document Type:** SERVITUDE

**Recording Date:** 9/17/2024 2:51:50 PM

**Page Count:** 10 not including this page

**Intake Via:** eRecording

**Grantor 1:** LJG LAND COMPANY LLC

**Grantee 1:** MAGNOLIA RIDGE LOGISTICS INVESTMENT LLC

COB: 1098315

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SHOULD BE RETAINED WITH ANY COPIES.



*Laura Falcon*

**Laura Falcon**

## RECIPROCAL SERVITUDE AGREEMENT

THIS RECIPROCAL SERVITUDE AGREEMENT (“**Agreement**”) is made and entered into this 17<sup>th</sup> day of September, 2024 (“**Effective Date**”), by and between L.J.G. Land Company, L.L.C., a Louisiana limited liability company (“**LJG**”) and Magnolia Ridge Logistics Investment LLC, a Louisiana limited liability company (“**Magnolia Ridge**”).

### RECITALS

- A. LJG is the owner of certain immovable property located in Ascension Parish, Louisiana, as more fully described on Exhibit A attached hereto and incorporated herein by this reference (“**Retained Property**”).
- B. Magnolia Ridge is the owner of certain immovable property located in Ascension Parish, Louisiana, as more fully described on Exhibit B attached hereto and incorporated herein by this reference (“**Magnolia Ridge Property**”).
- C. LJG and Magnolia Ridge hereby subject the Retained Property and Magnolia Ridge Property to this Agreement and the servitudes hereinafter set forth, for the benefit of the Retained Property and Magnolia Ridge Property. The Retained Property and Magnolia Ridge Property shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to this Agreement and the servitudes hereinafter set forth.
- D. LJG and Magnolia Ridge desire to impose certain servitudes upon the Retained Property and Magnolia Ridge Property for the mutual and reciprocal benefit and complement of the Retained Property and Magnolia Ridge Property and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth. The provisions of this Agreement shall run with the Retained Property and Magnolia Ridge Property for the mutual and reciprocal benefit and complement of the Retained Property and Magnolia Ridge Property and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Retained Property and Magnolia Ridge Property (and any resubdivisions thereof), and their heirs, successors and assigns. These covenants, conditions and restrictions shall be predial servitudes in accordance with Louisiana Civil Code article 646, *et seq.* or, as applicable, servitudes by destination of owner under Louisiana Civil Code Article 741.

NOW, THEREFORE, LJG and Magnolia Ridge hereby agree as follows:

### AGREEMENT

1. Definitions. For purposes hereof:

1.1 The term “**Access Drive**” shall mean that certain vehicular access drive to be constructed upon the Retained Property and the Magnolia Ridge Property, which will provide vehicular access between the Retained Property, the Magnolia Ridge Property, Industriplex Avenue and all future driveways constructed on the Retained Property, in the location described

and shown on Exhibit C attached hereto. The Access Drive is shown as “Industrial Plaza Parkway (75’ Right of Way)” and “Industriplex Avenue (75’ Right of Way)” on Exhibit C attached hereto.

1.2 The term “**Permittees**” shall mean the tenant(s) or occupant(s) of the Magnolia Ridge Property or Retained Property, and the respective employees, agents, contractors, customers, invitees and licensees of (i) LJG, (ii) Magnolia Ridge; (iii) any future owner of the Magnolia Ridge Property or the Retained Property; and/or (iv) such tenant(s) or occupant(s).

1.3 The term “**Utilities Servitude**” shall mean that certain fifteen (15’) foot wide utilities servitude running along the Access Drive in the location described and shown on Exhibit C attached hereto. The Utilities Servitude is shown as “15’ Drainage & Utility Servitude” along Industrial Plaza Parkway and Industriplex Avenue on Exhibit C attached hereto.

## 2. Grant of Reciprocal Servitudes.

2.1 Access Drive. Subject to any express conditions, limitations or reservations contained herein, LJG and Magnolia Ridge hereby grant, deliver and establish non-exclusive, predial and reciprocal servitudes of access and passage for ingress and egress (but not parking), both pedestrian and vehicular, over, across and upon the Access Drive (including all future driveways constructed on the Retained Property) for the purpose of vehicular and pedestrian access from Industriplex Avenue to the Retained Property (and all driveways constructed thereon from time to time) and the Magnolia Ridge Property for the benefit of the Retained Property and the Magnolia Ridge Property (as each may be resubdivided and developed in the future), and LJG, Magnolia Ridge and their Permittees. In the event that LJG extends the access drive on the Retained Property such that it connects to a public road, LJG hereby grants, delivers and establishes non-exclusive, predial and reciprocal servitude of access and passage for ingress and egress (but not parking), both pedestrian and vehicular, over, across and upon the extended access drives constructed on the Retained Property for the purpose of vehicular and pedestrian access for the benefit of the Magnolia Ridge Property (as it may be resubdivided and developed in the future), and Magnolia Ridge and their Permittees, which servitude shall terminate without further notice simultaneous with, and in proportion to, any portion of the driveway on the Retained Property being accepted by the Parish as a public street.

2.2 Utilities Servitude. Subject to any express conditions, limitations or reservations contained herein, LJG and Magnolia Ridge hereby grant, deliver and establish non-exclusive, predial and reciprocal servitudes for the installation, maintenance, repair and replacement of underground electric, water, and gas utilities only within the Utilities Servitude for purpose of connecting such utilities to the Retained Property and Magnolia Ridge Property (as each may be resubdivided and developed in the future).

3. Location of Access Drive and Utilities Servitude. Magnolia Ridge shall have the right to relocate the Access Drive and Utilities Servitude to accommodate Magnolia Ridge’s development of the Magnolia Ridge Property; provided, however, that in connection with any such relocation, the connection point of the Access Drive to the Retained Property remains in approximately the same location as is presently depicted on Exhibit C attached hereto.

4. Remedies and Enforcement.

4.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by LJG, Magnolia Ridge or their Permittees of any of the terms or conditions of this Agreement, the non-breaching party shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

4.2 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

5. Miscellaneous.

5.1 Attorneys' Fees. If either party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the successful party in any such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

5.2 Amendment. The parties agree that the provisions of this Agreement may only be modified or amended, in whole or in part, or terminated, by the written consent of the owners of the Magnolia Ridge Property and Retained Property, evidenced by a document that has been fully executed and acknowledged by such owners. Any amendment or termination shall be recorded in the official records of the Clerk of Court and Recorder of Mortgages for Ascension Parish, Louisiana.

5.3 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

5.4 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

5.5 Covenants to Run with Land. It is intended that each of the covenants, conditions, restrictions, servitudes, rights and obligations set forth herein shall run with the land and create predial servitudes in favor of the Retained Property and the Magnolia Ridge Property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives.

5.6 Grantee's Acceptance. Any owner of the Retained Property or the Magnolia Ridge Property, or any portion thereof, by acceptance of a deed conveying title thereto, whether from an original party or from a subsequent owner of the Retained Property or the Magnolia Ridge Property, shall accept such deed subject to each and all of the servitudes, rights and obligations contained herein. By such acceptance, any such owner shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

5.7 Separability. Each provision of this Agreement and the application thereof to the Retained Property or the Magnolia Ridge Property is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. Ownership of the Retained Property or the Magnolia Ridge Property by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement, and the servitudes created herein shall be deemed servitudes by destination of owner under Louisiana Civil Code article 741.

5.8 Time of Essence. Time is of the essence of this Agreement.

5.9 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

5.10 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Owner may change from time to time their respective address for notice hereunder by like notice to the other Owners. The current address for LJM is P.O. Box 692, New Roads, LA 70760 and the current address for the Magnolia Ridge is 3902 Lee Street, Alexandria, LA 71302.

5.11 Governing Law. The laws of the State of Louisiana shall govern the interpretation, validity, performance, and enforcement of this Agreement, without regard to the conflicts of law principles.

5.12 Estoppel Certificates. Each party, within twenty (20) days of its receipt of a written request from the other party, shall from time to time provide the requesting party, a certificate binding upon such party stating: (a) to the best of such party's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

5.13 Bankruptcy. In the event of any bankruptcy affecting LJM or the Magnolia Ridge, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

5.14 No Rights in Public; No Implied Servitudes. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Retained Property, the Magnolia Ridge Property, the Access Drive or the Utilities Servitude. Notwithstanding the foregoing, Magnolia Ridge shall have the authority to publicly dedicate all or any portion of the Access Drive or Utilities Servitude in its sole discretion, provided such dedication allows connectivity to a current or future road on the Retained Property in the same manner that the Access Drive or Utilities Servitude provided connectivity.

5.15 Other Servitudes. Magnolia Ridge shall have the right to grant other servitudes upon the Magnolia Ridge Property which may cross the non-exclusive predial servitudes established herein, so long as such grants do not materially interfere with the rights established by this Agreement.

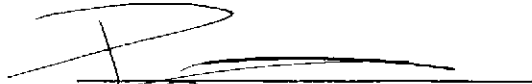
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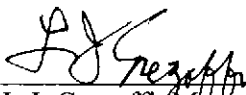
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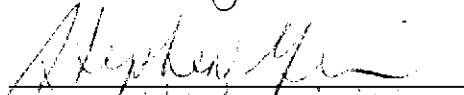
IN WITNESS WHEREOF, L.J.G. Land Company, LLC has executed this Agreement as of the Effective Date, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

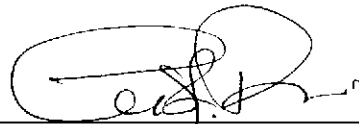
WITNESSES:

LJG:  
L.J.G. Land Company, LLC

  
Name: Penny Timm

By:   
L.J. Grezaffi, Managing Member and  
Manager

  
Name: Stephen Guber

  
\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
Bar Roll No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

ANDY ST. ROMAIN  
NOTARY PUBLIC  
State of Louisiana  
My Commission is issued for Life  
LA Bar Roll No. 29432

COB: 1098315; Page: 6; Filed: 9/17/2024 2:51:50 PM; [ascension: LF]

IN WITNESS WHEREOF, Magnolia Ridge Logistics Investment LLC has executed this Agreement as of the Effective Date, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

MAGNOLIA RIDGE:  
Magnolia Ridge Logistics Investment LLC  
By: Magnolia Ridge Logistics Management  
LLC, its Manager

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Gregg Thompson, Manager

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Clarke Williams, III, Manager

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
Bar Roll No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, L.J.G. Land Company, LLC has executed this Agreement as of the Effective Date, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

LJG:  
L.J.G. Land Company, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
L.J. Grezaffi, Managing Member and  
Manager

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_  
Bar Roll No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Magnolia Ridge Logistics Investment LLC has executed this Agreement as of the Effective Date, in the presence of the undersigned competent witnesses and me, Notary Public, after due reading of the whole.

WITNESSES:

MAGNOLIA RIDGE:  
Magnolia Ridge Logistics Investment LLC  
By: Magnolia Ridge Logistics Management  
LLC, its Manager

\_\_\_\_\_  
Name: *Donald M. Sullivan Jr.*

By: \_\_\_\_\_  
*Gregg Thompson*  
Gregg Thompson, Manager

\_\_\_\_\_  
Name: *Jackelyn A. Galle*

By: \_\_\_\_\_  
*Clarke Williams, III*  
Clarke Williams, III, Manager

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_  
Bar Roll No.: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



EXHIBIT A  
Retained Property

Tracts X-8-A-1-A-1-A and X-8-A-1-A-1-B, as shown on that certain map entitled, "Map Showing Exchange of Property between Tract X-8-A-1-A-1, Tract Y-8-B-5-A & Tract Y-8-A-1 of the Property of L.J.G. Land Company, L.L.C. into Tract X-8-A-1-A-1-A, Tract X-8-A-1-A-1-B & Tract Y-8-A-1-A," prepared by Quality Engineering & Surveying, LLC, dated May 28, 2024 and recorded June 13, 2024 with the Clerk of Court and Recorder of Mortgages for Ascension Parish, Louisiana at Instrument No. 1092464.

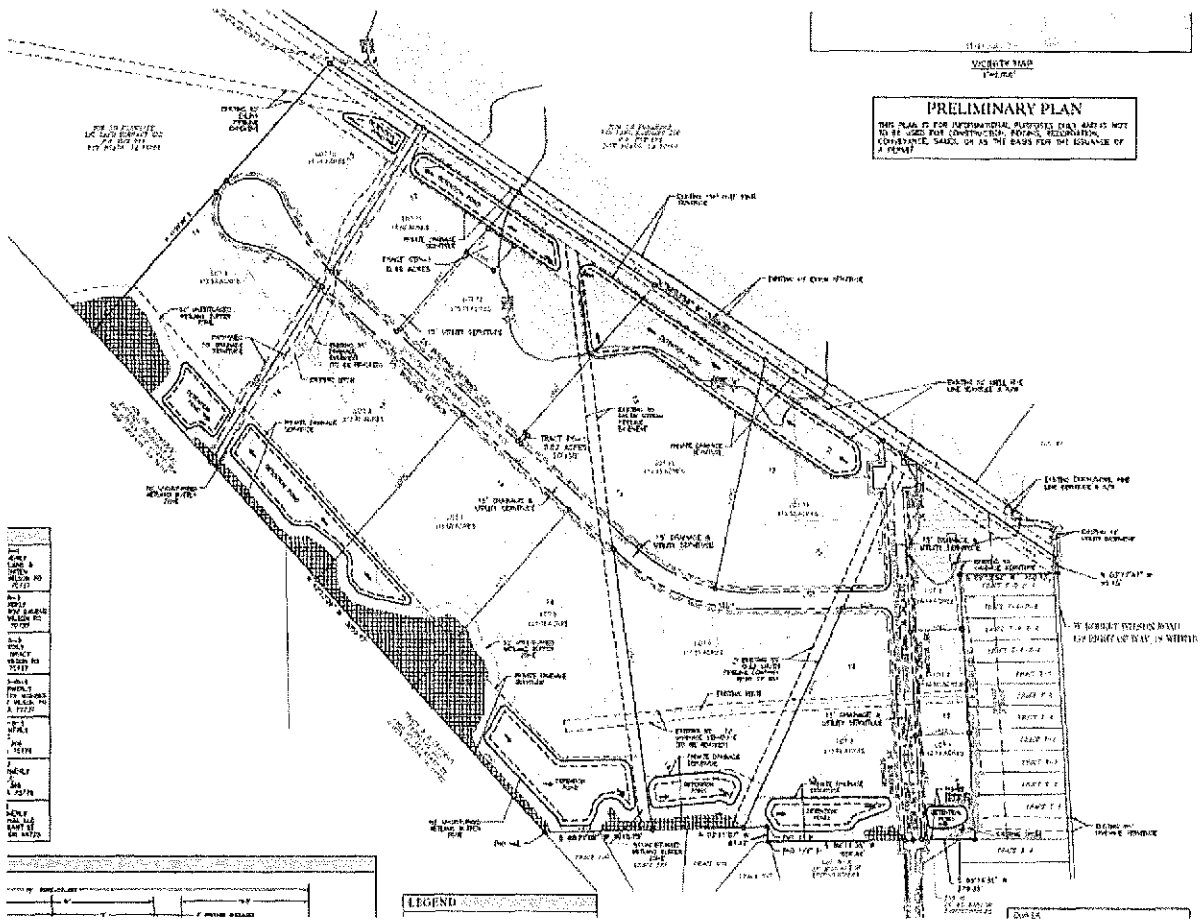
EXHIBIT B  
Magnolia Ridge Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE PARISH OF ASCENSION, STATE OF LOUISIANA, AND IS DESCRIBED AS FOLLOWS:

Tract Y-8-A-1-A, as shown on that certain map entitled, "Revised Map Showing Exchange of Property between Tract X-8-A-1-A-1, Tract Y-8-B-5-A & Tract Y-8-A-1 of the Property of L.J.G. Land Company, L.L.C. into Tract X-8-A-1-A-1-A, Tract X-8-A-1-A-1-B & Tract Y-8-A-1-A," prepared by Quality Engineering & Surveying, LLC, dated July 31, 2024 and recorded August 8, 2024 with the Clerk of Court and Recorder of Mortgages for Ascension Parish, Louisiana at Instrument No. 1096258.

COB: 1098315; Page: 9; Filed: 9/17/2024 2:51:50PM [ascension: LF]

EXHIBIT C





Ascension Parish Clerk of Court  
607 E. Worthey St.,  
1st Floor  
Gonzales, LA 70737  
Phone (225) 621-8400



Clerk use only

**Bridget Hanna**  
Clerk of Court  
Parish of Ascension

**Instrument Number: 1098317**

**Book/Index:** COB

**Document Type:** RESTRICTIONS

**Recording Date:** 9/17/2024 2:51:50 PM

**Page Count:** 11 not including this page

**Intake Via:** eRecording

**Grantor 1:** MAGNOLIA RIDGE LOGISTICS INVESTMENT LLC

**Grantee 1:** MAGNOLIA RIDGE LOGISTICS INVESTMENT LLC

COB: 1098317

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SHOULD BE RETAINED WITH ANY COPIES.



*Laura Falcon*

Laura Falcon

**DECLARATION OF BUILDING RESTRICTIONS**  
**BY MAGNOLIA RIDGE LOGISTICS INVESTMENT, LLC**

KNOW ALL MEN BY THESE PRESENTS, that effective as of the 11<sup>th</sup> day of SEPTEMBER, 2024,

**MAGNOLIA RIDGE LOGISTICS INVESTMENT LLC**, a limited liability company organized under the laws of the State of Louisiana, (hereinafter, together with its successors or assigns, "Appearer") appearing herein through its duly authorized representative,

does hereby declare the following:

WHEREAS, Appearer is the owner of the Magnolia Ridge Logistics Park located in the Parish of Ascension, State of Louisiana, being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (the "Restricted Property"); and

WHEREAS, Appearer desires to establish restrictions located in the Magnolia Ridge Logistics Park, particularly described in pursuance of a general plan governing building standards, specified uses and improvements, which plan is feasible and capable of being preserved on the terms and conditions set forth below;

WHEREAS, Appearer by its execution of this Declaration of Building Restrictions, does hereby reserve the right to administer and enforce the restrictions set forth herein, subject to the terms and conditions set forth herein, provided, however, it is understood that the owners of the properties in the Magnolia Ridge Logistics Park may also enforce these Building Restrictions in accordance with applicable law;

NOW, THEREFORE, Appearer does and hereby declare, create and impose on the Restricted Property, the following restrictions, to-wit:

**ARTICLE I**  
**GENERAL PROVISIONS**

1.1 Establishment of Restrictions.

Appearer does hereby create and establish and subject the Restricted Property to the hereinafter set forth building restrictions, which are and shall be *sui generis* real rights in the nature of predial servitudes and covenants running with the land. The Restricted Property is and shall be held, conveyed, hypothecated or encumbered, mortgaged, sold, leased, rented, used, occupied and improved subject to these building restrictions hereinafter set forth, all of which building restrictions are and shall be enforceable by Appearer, its successors or assigns. The building restrictions created herein shall inure to the benefit of and pass with each and every lot or any subsequently subdivided portion thereof contained within the Restricted Property and said building restrictions shall apply to and bind the heirs, assignees and successors in interest or any owner thereof. The building restrictions created herein shall also inure to the benefit of and shall be enforceable by the owner(s) of all or any portion of the Restricted Property and shall not affect other property in the Magnolia Ridge Logistics Park.

1.2 Purpose of Restrictions.

The purpose of these restrictions is to ensure proper development and use of the Restricted Property, to protect the owner of each parcel against improper development and use of surrounding parcels as would depreciate the value of his parcel, to prevent the erection on the Restricted Property of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high quality of improvements on the Restricted Property all in accordance with the general plans, terms and conditions set forth herein.

1.3 Definitions.

As used in this Declaration, the following terms shall have the following meanings:

- (1) "Appearer" has the meaning set forth in the appearance clause above.
- (2) "Declaration" means this Declaration of Building Restrictions by Magnolia Ridge Logistics Investment, LLC, as same may be amended from time to time.
- (3) "Improvements" means and includes buildings, outbuildings, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, signs and any other structures or constructions of any type or kind whatsoever.
- (4) "Lot" shall mean any parcel of property designated as a lot of record in accordance with applicable law.
- (5) "Park" shall mean Magnolia Ridge Logistics Park located in Ascension Parish, Louisiana, hereof for all purposes.

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- (6) "Restricted Property" shall refer to the property located in Ascension Parish, Louisiana, being more particularly described on Exhibit "A" attached hereto and made a part within the Magnolia Ridge Logistics Park
- (7) "MRLI", collectively, means the principal owners of the Park, being Magnolia Ridge Logistics Investment, LLC, and their successors and assigns or any association hereafter established by the owners of the Park to administer the building restrictions created herein.
- (8) "Site" shall mean all contiguous land under one ownership.

**ARTICLE II  
REGULATION OF IMPROVEMENTS**

2.1 Minimum Setback Lines.

No structure of any kind, and no part thereof, shall be placed on any Site closer to a property line than as hereinafter provided, to-wit:

- (1) Building Setback from property lines.
  - (a) Building Setback from property lines. No building shall be located nearer than 50 feet from the front property line and no nearer than 15 feet from the side property lines.
  - (b) The building setback line from all other property lines is established as an absolute minimum of fifteen (15') feet.
  - (c) Exceptions. The following structures and improvements are specifically excluded from the setback provisions set forth herein above:
    - (d) Driveway and walks.
    - (e) Any fence that is built shall be built to a height of 8 feet and screened from the adjoining lots on both sides and back.
    - (f) Landscaping and planters, which planters are not to exceed three (3') feet in height; and
    - (g) Paving and associated curbing, except that no vehicle parking areas whatsoever shall be permitted within ten feet (10') of the front, rear or side street property line or lines.

2.2 Site Coverage.

No building or group of buildings shall cover more than a maximum of fifty (50%) percent of any Site. Parking structures shall not be calculated as building area; however, said parking structures shall be used only for the parking of company vehicles, employees' vehicles, or vehicles belonging to persons visiting the subject firm.

2.3 Landscaping.

No plans for any building, structure or other improvement to be erected, placed or altered in or upon the Restricted Property shall be approved by MRLI pursuant to Article IV below unless there shall also have been submitted separate landscape plans satisfactory to MRLI. The landscape plans shall include a sprinkler system for watering of all landscape areas. Landscape plans must be prepared by a Licensed Landscaping Contractor, Registered Architect, Registered Engineer or a Registered Landscape Architect. Landscaping in accordance with the plans submitted must be installed and/or accomplished within ninety (90) days following the occupancy of the building, structure or other improvement with respect to which same were submitted, provided, however, that said ninety (90) day period may be extended by MRLI acting in its sole discretion, in the event of delays cause by adverse weather conditions or other causes reasonably beyond the control of the owner who is requesting said extension. Any such extension granted by MRLI, must not, however, exceed one hundred eighty (180) days. All landscaping shall be maintained at all times after installation in a kept and sightly manner.

All landscaping shall be of a nature so as to preserve and improve the quality and atmosphere of the Park and any extension thereof.

2.4 Signs.

All signs shall be of a size and nature so as to preserve the quality and atmosphere of the Park and any extensions thereof and, therefore:

(1) All signs must be attached to a building, except as hereinafter specifically provided in subsections (7), (8) and (9) of this Section 2.4.

(2) All signs must be installed so as to be parallel to and contiguous with the building wall and not project above the roof of the building to which they are attached, except as hereinafter specifically provided in subsections (7), (8) and (9) of this Section 2.4.

(3) No sign, either temporary or permanent, placed upon any lot or part of a lot within the Restricted Property, shall contain or utilize any flashing, blinking, intermittent or moving light or similar source of illumination, nor shall any such sign create or attempt to create or simulate the effect of any flashing, blinking, intermittent or moving light or source of illumination by mechanical or other means, provided, however, that any such sign or signs may be illuminated with floodlights if the prior written consent for such illumination is first obtained from MRLI.

(4) All signs must be consistent with the size of the structure to which they are attached, such that permitted sign area shall be the greater of: (i) one hundred (100) square feet, or (ii) one square foot of sign area for each six hundred (600) square feet of gross square footage contained within the main building on a Site, with the aforesaid limitations applying to a single sign as well as to the total, collective square footage of multiple signs on a building. No sign may exceed two hundred (200) square feet in area.

(5) All signs shall be restricted to the name and/or logo of an establishment located on that particular lot or suppliers of such establishments, and shall not be used to advertise or promote any other business.

(6) No sign shall be painted directly on the exterior wall of any building.

(7) Notwithstanding the provisions of subsections (1) and (2) herein above, monument type signs shall be permissible, but only if they do not exceed a vertical height of ten (10') feet above grade and do not exceed an area of one hundred (100) square feet. No ground sign shall be placed on any Site closer to a property line than as follows: the setback from street property lines is established as an absolute minimum of ten (10') feet. There shall be no more than one monument type sign on each Site, unless approved by MRLI.

(8) Notwithstanding the provisions of subsections (1), (2), (3) and (5) herein above, if a Site is being used for a hotel or motel, an internally illuminated pylon sign (using a single or double pylon that has an architectural treatment or finish similar to the exterior of the primary building on the Site), with a maximum height (inclusive of the sign and pylon(s)) of fifteen (15) feet and a maximum sign area of one hundred twenty (120) square feet, shall be permissible. Any portion of the base or foundation of such pylon sign which protrudes from the ground must be surrounded by landscape planting so as to create an opaque visual barrier screening it from the view of adjoining properties and/or public streets.

(9) Portable or mobile signs shall be prohibited. Notwithstanding the preceding sentence, temporary signs, such as signs identifying future tenants, leasing availability or construction work, are permissible, provided that the total size of all such signs on a particular lot does not exceed three hundred (300) square feet. No temporary sign shall be placed on any Site closer to a property line than as follows: the setback from street property lines is established as an absolute minimum of ten (10') feet.

(10) The owner of a lot shall cause all signs on the lot to be properly maintained and kept in a good state of repair.

(11) ALL SIGNS, EITHER TEMPORARY OR PERMANENT, WHETHER FREE STANDING OR AFFIXED TO ANY STRUCTURE, SHALL BE APPROVED BY MRLI PRIOR TO ERECTION. MRLI shall not approve any such sign unless MRLI first receives a copy of the permit necessary for the erection of said sign issued by the applicable governmental authority (including, without limitation, the Parish of Ascension), unless it is demonstrated to MRLI that such permit is not required.

## 2.5 Parking.

(1) No parking shall be permitted on any of the dedicated streets of the Restricted Property. There shall be no parking and no parking facility shall be constructed, placed or permitted within the first ten (10') feet of any front, rear or side street property line or lines. Parking facilities may be located in the front of the main building structure on a Site as long as such front parking facilities are situated within the area between the front elevation of the building and the prohibited ten (10') foot area and as long as any such facilities are limited to temporary parking for customers, invitees and visitors of the owner or occupant of a Site or daily parking for Site employees. Access paving for any such front parking shall be limited to driveways and shall not cover all or a substantial part of the first ten (10') feet from the street setback line. Circular or substantially circular driveways in front of a building are permissible, provided that they comply with the foregoing provisions.

(2) Off-street parking facilities for each Site shall be provided in the greater of:

(a) the minimum ratio of one (1) passenger car space for each one thousand (1,000) square feet of building warehouse area, up to an area of twenty thousand (20,000) square feet, and one space for each two thousand (2,000) square feet of floor area thereafter, one (1) passenger car space for each five hundred (500) square feet of manufacturing building area, one (1) passenger car space for each two hundred (200) square feet of office building area, and one (1) passenger car space for each three hundred (300) square feet of retail building area; or

(b) the minimum ratio of one (1) passenger car parking space for each employee plus one (1) passenger car space for each service bay or expected visitor, (provided, however, that if the establishment utilizes more than one shift of employees the number of employees on the largest shift shall be used to determine the parking requirements).

(3) No use shall be made of the Restricted Property or any building constructed thereon which requires or is expected to require or attract parking in excess of the capacity of the facilities maintained therefor on said property.

(4) All parking areas and driveways within the ten-foot (10') street setback and the rear building line must be paved with concrete or asphalt concrete. All such parking areas must be screened with berming or landscape planting between the parking area and all front, rear and side streets, such that (with the exception of curb cuts and driveways) any such parking surfaces are partially hidden from view from any street by any such, berming or landscape planting. Any such fencing, berming, or landscape planting shall establish a partial visual barrier of the parking surfaces. Construction plans and specifications and screen planting shall be approved by MRLI prior to erection or planting.

(5) In the event and during such time that one owner owns contiguous lots, that owner may utilize a contiguous lot for parking purposes, provided that any such parking facilities comply with all of the other terms and provisions hereof.

#### 2.6 Access.

Access to each lot shall be from the most primary street that the lot adjoins.

#### 2.7 Storage and Loading Areas; Other Equipment.

(1) No materials, supplies or equipment, including company-owned or operated trucks, or any other vehicles, shall be stored for more than thirty (30) days in any area on a Site except inside a closed building, or behind an opaque visual barrier of at least eight (8') feet in height screening such areas from the view of adjoining properties and/or a public street. Notwithstanding the foregoing minimum eight (8') foot height requirement, the opaque visual barrier must be a sufficient height over and above said eight (8') foot minimum in order to substantially screen any type of heavy equipment or other vehicles from view.

(2) Any back-flow preventers or other type of above-ground drainage or electrical or other equipment must be surrounded by landscape planting so as to create an opaque visual barrier screening such equipment from the view of adjoining properties and/or public streets.

#### 2.8 Maintenance of Lots.

Grass, weeds and vegetation on each Site sold shall be kept mowed at regular intervals so as to maintain the lot in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the Restricted Property. Until a building is built on a Site, MRLI may at its own option have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and may have dead trees, shrubs and plants removed from the Restricted Property and the owner of such Site shall be obligated to pay MRLI for the cost of such work, upon demand by MRLI. After completion of any building, structure or other improvement on any Site or part of a Site, all landscaping shall be continuously maintained in accordance with the landscape plans pertaining to such Site and this Declaration. If landscaping is not so maintained properly, MRLI, or its agents shall have the right to enter upon the sight where such violation exists for the purpose of properly maintaining such landscaping and the owner or owners of the Site where such violation exists shall pay all costs incurred in connection therewith. Any such entry or any conduct or action taken in connection with such landscaping maintenance shall not be deemed a trespass and no claim for damages shall arise therefrom.

#### 2.9 Sewage Disposal.

No privy, cesspool, septic tank, or disposal plant for sanitary sewage disposal shall be erected or maintained on any part of the Restricted Property.

#### 2.10 Storage of Inflammables.

No oil, gasoline, or any other flammable substances shall be stored in bulk upon any lot or part of a lot except in storage tanks located in the rear of a Building and behind an opaque visual barrier of at least eight (6') feet in height screening such tank from the view of adjoining properties and/or a public street; provided, however, that such storage facility shall be constructed and maintained in compliance with all applicable statutes, ordinances, codes and regulations and in such a fashion as to permit no leakage or seepage, and the same shall be inspected and tested regularly for leakage at intervals specified by MRLI, and in any event at least annually.

#### 2.11 Wells and Excavations.

No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any well or hole of any kind be dug on the Restricted Property.

2.12 Summary Abatement of Violations.

Violations of any restrictions, condition or covenant herein shall give MRLI the right to enter upon the portion of the Restricted Property where such violation exists and summarily abate, remedy or remove the same at the expense of the owner, and such entry and abatement, remedy or removal shall not be deemed a trespass.

**ARTICLE III  
BUILDING REGULATIONS**

3.1 Building Construction.

Any part or elevation of any building that faces a street property line (regardless of whether the applicable property line is a front, side or rear property line) must be constructed of brick, concrete masonry, haydite or similar concrete cinder block with an architectural finish such as split face, EFIS (Exterior Finish and Insulation System) comparable to Dryvit, concrete with an architectural treatment, concealed fastener metal panels. Said finish must also be returned a minimum of twelve (12') feet on all contiguous exterior walls that do not face a street property line. The remainder of any elevations that do not face a street property line may be of steel, aluminum, brick, concrete masonry, haydite or similar concrete block, EFIS, or concrete construction, provided however, that all such materials shall be suitably painted and maintained at all times. Exterior color shall be harmonious with the overall aesthetics of the Restricted Property and other property within the Park. With the approval of MRLI as to design and specifications, the fascia portions of buildings that face a street property line may be constructed with metal of a type that is a "concealed fastener panel".

3.2 Accessory Structures.

Any and all accessory buildings, markings and enclosures shall be consistent, as to design and quality of materials used, with the building to which they are accessories.

3.3 Maximum Height of Buildings.

No building or group of buildings located on the Restricted Property shall exceed a maximum height of seventy-five (75') feet, inclusive of any antennae, satellite dishes or other type of communication equipment located on the building (collectively, "Communication Equipment"). No Communication Equipment shall be located on a building unless it is for the use of an occupant(s) of the building. Any Communication Equipment located on a building shall be surrounded by an opaque visual barrier screening such equipment from the view of adjoining properties and/or public streets.

**ARTICLE IV  
COMMENCEMENT AND COMPLETION OF CONSTRUCTION**

4.1 After commencement of construction of any structure (including the performance of any preliminary site work), the owner shall diligently prosecute the work thereon, to the end that the structure shall not remain in a partly finished conditioned any longer than reasonably necessary for completion thereof.

No excavation shall be made except in connection with construction of an improvement, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and leveled.

**ARTICLE V  
APPROVAL OF PLANS**

5.1 Submission and Approval of Plans.

No Improvements shall be erected, placed, altered, maintained or permitted to remain on any Site subject to these restrictions, nor shall any preliminary site work (including, without limitation, clearing, excavation, grading or pile driving) be performed thereon, until plans and specifications showing plot layout and all exterior elevations, with materials and colors thereof and structural design, signs and landscaping, shall have been submitted to and approved in writing by MRLI. Such plans and specifications shall be submitted in writing over the signature of the owner or lessee of the Site or his authorized agent, who shall also be responsible for the payment to MRLI of the greater of (i) MRLI's actual cost of reviewing said plans or (ii) Five Hundred and 00/100 Dollars (\$500.00) (the "Initial Payment. The Initial Payment shall be made with the submission of the plans and specifications. Any additional payments shall be due within ten (10) days after receipt of notice thereof from SIP. Notwithstanding the above, if a letter certifying that the proposed plans meet the requirements of these restrictive covenants, is provided to MRLI from a licensed engineer or architect, the above fee will be waived.

5.2 Criteria for Approval.

Approval shall be based on the following conditions, considerations and criteria: (1) adequacy of Site dimensions, (2) adequacy of structural design, (3) conformity and harmony of external design with neighboring structures, (4) effect of location and use of improvements on neighboring sites, (5) relation of topography grade and finished ground elevation of the Site being improved to that of neighboring sites, (6) proper facing of main elevation with respect to nearby streets, (7) payment of MRLI's review costs per Section 5.1 above and (8) conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. MRLI shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

5.2 Presumptive Approval.

If MRLI fails either to approve or to disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, and provided that MRLI's review costs have been paid per Section 5.1 above, it shall be conclusively presumed that MRLI has approved said plans and specifications, subject however, to all of the restrictions contained in this instrument.

5.3 Limitation of Liability.

(1) Neither MRLI nor its successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any owner or lessee of land affected by this Declaration, by reasons of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to MRLI for approval agrees, by submission of such plans, and every owner or lessee of any said property agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against Appearer or MRLI to recover any such damages.

(2) The approval of plans and specifications shall not be construed as representing or implying that such plans and specifications will, if followed, result in properly designed Improvements. Such approval shall in no event be construed as representing or guaranteeing that any Improvement built in accordance therewith will be built in a good and workmanlike manner. Neither Appearer or MRLI shall be responsible or liable for any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Declaration, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

**ARTICLE VI  
REGULATION OF OPERATION AND USE**

6.1 Permitted Operations and Uses.

(1) Unless otherwise specifically prohibited herein, the following uses and no others will be permitted on the Restricted Property:

- (a) Office buildings.
- (b) Office/warehouse facilities where the warehouse is an integral part of the facility.
- (c) Medium industrial operations for all lots except Lot 1, Lot 2, and Lot 3. Light industrial operations shall be limited to warehousing, distribution, truck marshaling and light manufacturing. Light industrial usage permitted hereunder shall be carried out entirely within a building that is designed and constructed so that the enclosed operations and uses do not cause or produce a nuisance to adjacent lots, including by way of illustration but not limitation, vibration, sound, electromagnetic disturbance, radiation, air or water pollution, dust or emission of odorous, toxic, or non-toxic matter. Further, all lighting is to be shielded and confined within property lines.
- (d) Retail uses.
- (e) Hotel

(2) Any use proposed shall also be subject to local zoning and parochial ordinances and approval by local and parochial authorities.

6.2 Prohibited Operations and Uses.

(1) Any and all exploration, development, production, or distribution of oil, gas or any other hydrocarbon substances or other minerals, including by way of illustration but not limitation the drilling of an oil or gas well, on any of the Restricted Property is strictly prohibited.

(2) The following operations and uses shall not be permitted on any of the Restricted Property:

- a) Residential
- b) Trailer courts
- c) Labor camps or temporary manual labor service facilities
- d) Junk yards
- e) Commercial excavation of building or construction materials
- f) Distillation of bones

- g) Dumping, disposal or incineration of garbage or refuse in any form
- h) Fat rendering
- i) Stockyard or slaughter of animals
- j) Refining of petroleum or of its products
- k) Smelting of iron, tin, zinc or other ores
- l) Cattle or hog raising or raising of any other animals or poultry
- m) Any and all heavy industrial uses
- n) Outside storage, except for any such storage that is surrounded by an opaque visual barrier of at least eight (8') feet in height substantially screening such areas from the view of adjoining properties and/or a public street.
- o) Temporary storage of flooded vehicles or permanent storage of flooded vehicles or any vehicles damaged in any way.
- p) Laydown yards unless fenced and screened to a height of 8 feet, which must be maintained at all times.

**ARTICLE VII  
ANNUAL ASSESSMENT**

7.1 Purpose.

MRLI may levy an annual assessment on each Lot within the Restricted Property in order to pay for the cost of maintaining any monument sign and adjacent landscaping at any entrances of the Park, as well as other costs of administering and enforcing these restrictions which are not otherwise directly recoverable from the owner of any Site. The annual assessment, together with such interest thereon and costs of collection thereof as provided for below, shall be a charge on the land and shall also be the personal obligation of the owner of such property at the time the assessment becomes due.

7.2 Amount and Payment.

Any assessment shall be levied equally throughout the Restricted Property on a per Lot basis, regardless of the size of any Lot or the nature of improvements located thereon. The maximum amount of the annual assessment shall be \$500.00 per Lot; provided, however, this maximum shall be adjusted annually to correspond with increases in the CPI-W, as compared to the CPI-W in effect as of the date closed to the effective date hereof. The annual assessment shall be payable within thirty (30) days after receipt of notice of assessment by the Lot owner and, if not paid in such time, shall bear interest at the rate of Wall Street Prime Rate (or comparable nationally accepted prime rate as established by MRLI) per annum from the date due until paid. Any Lot owner who does not pay its annual assessment in a timely manner hereby agrees to pay reasonable attorney's fees and costs actually incurred by MRLI in connection with the collection of any such assessment.

7.3 Lien.

If any Lot owner does not pay its annual assessment in a timely manner, MRLI may assert a lien upon the Lot against which such assessment is made. The lien for unpaid assessments shall also secure accrued interest, as well as court costs and reasonable attorney's fees incurred by MRLI incident to the collection of such assessment or enforcement of such lien. Any lien imposed by MRLI against a Lot shall be subordinate to the lien of any mortgage against such Lot duly recorded prior to the date of recordation of such lien in favor of MRLI. The lien in favor of MRLI shall not be affected by a transfer of the Lot, except in connection with foreclosure by a superior lien holder.

**ARTICLE VIII  
ENFORCEMENT**

8.1 Abatement and Suit.

Any violation or breach of any restriction herein shall give to MRLI and every owner of property subject to these restrictions and the owner(s) of the Park the right to enter upon the Restricted Property upon or as to which said violation or breach exists and to summarily abate, remedy and/or remove, at the expense of the owner or lessee thereof, any structure, thing or condition, that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions to enjoin or prevent them from doing so (without regard to the limitations of Article 3601 of the Louisiana Code of Civil Procedure, as same may be amended from time to time), to cause said violation to be remedied or to recover damages for said violation. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

8.2 Deemed to Constitute a Nuisance.

The result of every action or omission whereby any restriction herein is violated in whole or in part is hereby declared

to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner, either public or private, shall be applicable against every such result and may be exercised by MRLI or by any owner of property subject to these restrictions or by any owner(s) of property within the Park.

8.3 Attorney's Fees.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, MRLI shall be entitled to recover the reasonable attorney's fees and costs incurred, in such amount as may be fixed by the Court in such proceedings.

8.4 Interest and Liens.

As provided for in this Declaration, MRLI has the right to remedy certain violations of the Declaration and to recover all costs of doing so (the "Remedy Costs") from the owner of the violating Site. In such instance, the owner of the violating Site shall pay the Remedy Costs to MRLI within five (5) days after demand, and if not paid in such time, the Remedy Costs shall bear interest at the rate of eighteen (18%) percent per annum from the date due until paid. Any Site owner who does not pay the Remedy Costs in a timely manner further agrees to pay reasonable attorney's fees and costs actually incurred by MRLI in connection with the collection of the Remedy Costs. If any Site owner does not pay the Remedy Costs in a timely manner, MRLI may assert a lien upon the Site. The lien shall also secure accrued interest, as well as court costs and reasonable attorney's fees incurred by MRLI incident to the collection of the Remedy Costs or enforcement of such lien. Any lien imposed by MRLI against a Site shall be subordinate to the lien of any mortgage against such Site duly recorded prior to the date of recordation of such lien in favor of MRLI. The lien in favor of MRLI shall not be affected by a transfer of the Site, except in connection with foreclosure by a superior lien holder.

8.5 Inspection.

MRLI may from time to time, at any reasonable hour or hours, enter and inspect any portion of the Restricted Property to ascertain compliance with the terms and conditions of this Declaration.

8.6 Failure to Enforce not a Waiver of Rights.

The failure of MRLI or any Restricted Property owner to enforce any restriction herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restrictions. No property owner subject to these restrictions (or any person claiming by or through such property owner or any owner of property within the Park) shall have a cause of action against MRLI's enforcement of or failure to enforce these restrictions against any other property owner or lessee.

**ARTICLE IX  
TERM, TERMINATION, MODIFICATION, AND ASSIGNMENTS OF MRLI'S  
RIGHTS AND DUTIES**

9.1 Term.

This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period commencing on the date hereof and expiring forty (40) years from the date hereof.

9.2 Termination and Modification.

This Declaration, or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of the owners of sixty-five (65%) percent of the property in the Park, based on the number of square feet owned as compared to the total number of square feet of property in the Park, provided, however, that no such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and recorded in the office of the Clerk of Court of Ascension Parish, Louisiana.

9.3 Assignments of MRLI's Rights and Duties

Any and all rights, powers and reservations of MRLI herein contained may be assigned to any person, corporation or association or other entity which will assume the duties of MRLI pertaining to the particular rights, powers, and reservations assigned, and upon any such person, corporation, association or entity's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by MRLI herein. The term "MRLI" as used herein includes all such assignees and their heirs, successors and assigns. If at any time MRLI ceases to exist and has not made such an assignment, a successor may be appointed in the same manner as these restrictions may be terminated, extended, modified or amended under this Article IX.

**ARTICLE X  
MISCELLANEOUS PROVISIONS**

10.1 Constructive Notice and Acceptance.

Every person who now or hereafter owns or acquires any rights, title or interest in or to any portion of the Restricted Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

10.2 Mutuality, Reciprocity, Runs with Land.

All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel in favor of every other parcel, and shall create reciprocal rights and obligations between the respective owners of all parcels, their heirs, successors and assigns and shall create privity of contract and estate between all grantees of said parcels, their heirs, successors, and assigns, and shall, as to the owner of each parcel, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other parcels.

10.3 Paragraph Headings.

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

10.4 Effect of Invalidation.

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

10.5 Consent.

Whenever MRLI's consent is required to be obtained under the terms hereof, that consent must be in writing and must be executed by that certain officer of MRLI, as certified to by the proper certifying official of MRLI, empowered to grant approvals with respect to the restrictions applicable to this Restricted Property, and the party seeking MRLI's consent must pay MRLI the cost of reviewing said request for consent, which is hereby established as two hundred and no/100 dollars (\$200.00) per submission (except as set forth in Section 5.1 above), which payment must be made to MRLI upon the submission of any such request.

10.6 Applicable Law.

Any and all uses of any portion of the Restricted Property shall comply with all applicable laws, rules and regulations of any governmental entity with jurisdiction thereover (collectively, "Applicable Law"). Neither Appearer nor MRLI represents or warrants that compliance with the restrictions, conditions, covenants and agreements contained herein constitutes compliance with Applicable Law.

10.7 Notice to MRLI

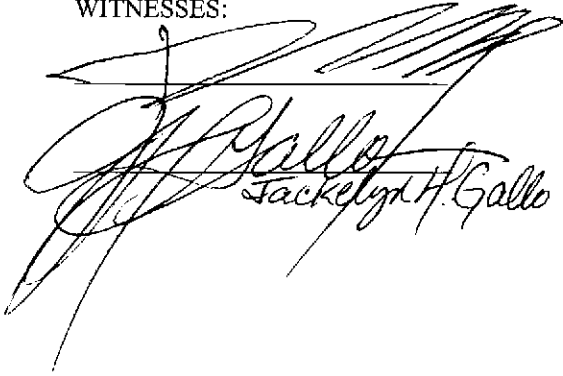
For so long as Appearer is the administrator of this Declaration, any notices or submissions to MRLI shall be sent to the following addresses:

Magnolia Ridge Logistics Investment Landowners  
3900 Lee St.  
Alexandria, LA 71302

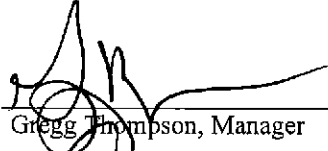
COB: 1098317; Page: 9; Filed: 9/17/2024 2:51:50PM [ascension: LF]

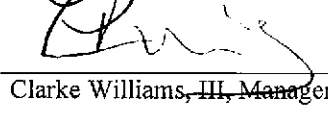
THUS DONE AND SIGNED in the presence of the undersigned competent witnesses, but effective as of the date first set forth above.

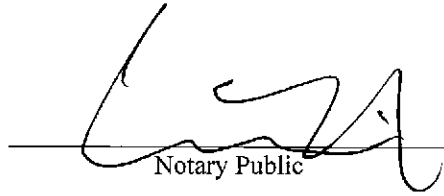
WITNESSES:

  
Sackett H. Gallo

Magnolia Ridge Logistics Investment LLC  
By: Magnolia Ridge Logistics Management, LLC its Manager

By:   
Gregg Thompson, Manager

By:   
Clarke Williams, III, Manager

  
Notary Public

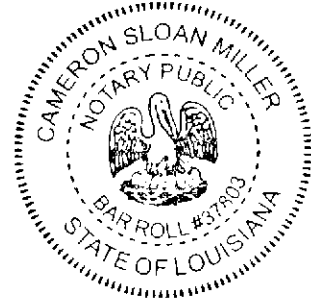


Exhibit A

That certain piece or parcel of ground, situated in the Parish of Ascension, State of Louisiana, being designated as **Tract Y-8-A-1-A**, as shown on that certain map entitled, "Revised Map Showing Exchange of Property between Tract X-8-A-1-A-1, Tract Y-8-B-5-A & Tract Y-8-A-1 of the Property of L.J.G. Land Company, L.L.C. into Tract X-8-A-1-A-1-A, Tract X-8-A-1-A-1-B & Tract Y-8-A-1-A," prepared by Quality Engineering & Surveying, LLC, dated July 31, 2024 and recorded August 8, 2024 with the Clerk of Court and Recorder of Mortgages for Ascension Parish, Louisiana at Instrument No. 1096258.

COB: 1098317; Page: 11; Filed: 9/17/2024 2:51:50PM [ascension: LF]



Ascension Parish Clerk of Court  
607 E. Worthey St.,  
1st Floor  
Gonzales, LA 70737  
Phone (225) 621-8400



Clerk use only

**Bridget Hanna**  
Clerk of Court  
Parish of Ascension

**Instrument Number: 1099850**

**Book/Index:** COB

**Document Type:** CORRECTION

**Recording Date:** 10/11/2024 8:48:46 AM

**Page Count:** 3 not including this page

**Intake Via:** eRecording

**Grantor 1:** LJG LAND COMPANY LLC

**Grantee 1:** MAGNOLIA RIDGE LOGISTICS INVESTMENT LLC

COB: 1099850

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.



*Laneika White*

Laneika White

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**Notarial Act of Correction**

BE IT KNOWN that on the dates designated below, before the respective undersigned witnesses and notaries public, duly commissioned and qualified as such, personally came and appeared:

**Andy St. Romain and Cameron S. Miller**

(hereinafter referred to as (“**Affiants**”), who declared that:

1. Affiants were the Notaries on a Cash Sale by and between L.J.G. Land Company, L.L.C., as Seller, and Magnolia Ridge Logistics Investment LLC, as Purchaser, executed September 17, 2024 and recorded September 17, 2024 with the Clerk of Court and Recorder of Mortgages for Ascension Parish, Louisiana at Instrument No. 1098314 (the “**Sale**”).

2. The Sale provided an effective date of September 17, 2004.

3. Affiants declare that a clerical error was committed in the preparation of the Sale. In truth and in fact, the effective date of the Sale should have been September 17, 2024.

4. In view of the foregoing, Affiant, the Notaries Public before whom the Sale was executed, hereby correct the aforementioned Sale and state that Paragraph 3 above corrects the effective date as contained in the Sale. Further, Affiants hereby authorize and request the Clerk of Court and Recorder of Mortgages in and for the Parish of Ascension, Louisiana, to make mention of this Notarial Act of Correction in the margin of his records for the Sale at Instrument No. 1098314 to serve as occasion may require.

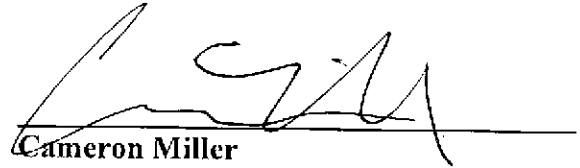
*[Signatures on following pages]*

Signed in the City of Baton Rouge, State of Louisiana, on the 10<sup>th</sup> day of October, 2024, before the undersigned witnesses and Notary Public.

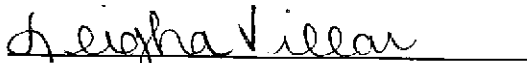
**Witnesses:**



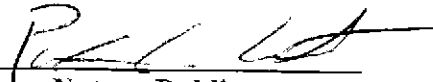
Print Name: \_\_\_\_\_



Cameron Miller



Print Name: Leigha Villar



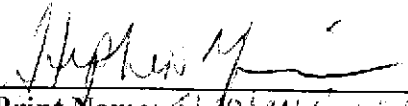
Notary Public

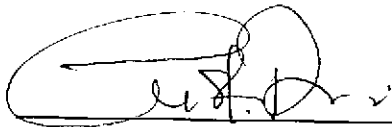


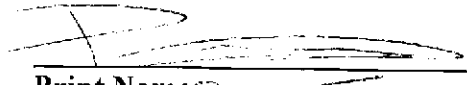
PAXSON C. GUEST  
LOUISIANA BAR ROLL NO. 38248  
LOUISIANA ATTORNEY/NOTARY PUBLIC  
IN AND FOR CADDO PARISH AND  
WITH STATEWIDE JURISDICTION  
UNDER LA. R.S. 35:181(P)  
MY COMMISSION IS FOR LIFE

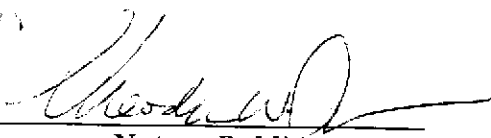
Signed in the City of Baton Rouge, State of Louisiana, on the 10<sup>th</sup> day of October, 2024, before the undersigned witnesses and Notary Public.

**Witnesses:**

  
Print Name: Stephen Gueser

  
Andy St. Romain

  
Print Name: Penny Turner

  
Notary Public

**THEODORE JONES**  
NOTARY PUBLIC  
BAR ROLL #34936  
PARISH OF EAST BATON ROUGE  
My Commission is for Life



Ascension Parish Clerk of Court  
607 E. Worthey St.,  
1st Floor  
Gonzales, LA 70737  
Phone (225) 621-8400



Clerk use only

**Bridget Hanna**  
Clerk of Court  
Parish of Ascension

**Instrument Number: 1112831**

**Book/Index:** COB

**Document Type:** AGREEMENT

**Recording Date:** 6/17/2025 1:18:26 PM

**Page Count:** 12 not including this page

**Intake Via:** eRecording

**Grantor 1:** GULF SOUTH PIPELINE COMPANY LLC

**Grantee 1:** MAGNOLIA RIDGE LOGISTICS INVESTMENT LLCS

COB: 1112831

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SHOULD BE RETAINED WITH ANY COPIES.



*Shelby Landry*  
\_\_\_\_\_  
**Shelby Landry**

**PREPARED BY AND RECORDING REQUESTED BY:**

**Gulf South Pipeline Company, LLC**

**Attn: Joy Parrott  
4441A Verot School Road  
Youngsville, LA 70592  
985-246-9736**

**ROW Ref. #101266 Pg 218  
Ascension Parish  
Sec. 35, T9S, 2E  
LONO 12153**

**WHEN RECORDED, MAIL TO:**

**Gulf South Pipeline Company, LLC**

**Attn: Bernice Wheeler  
4441A Verot School Road  
Youngsville, LA 70592  
337-450-8577**

***SPACE ABOVE FOR RECORDER'S USE***

**MAGNOLIA RIDGE LOGISTICS INVESTMENT, LLC**

**ATTN: JOE TOMA  
3900 LEE STREET  
ALEXANDRIA, LOUISIANA 71302  
joe.toma@ratcliffdevelopment.com**

**LETTER OF NO OBJECTION**

**Double 24" Plastic Drainage Pipe Crossing, Two Asphalt Paved Roads,  
8" PVC Gravity Sewer Main, and Rip Rap Ditch Crossing**

Dear Mr. Toma,

Gulf South Pipeline Company, LLC (hereafter referred to as "Gulf South" or "Company") has been advised of Magnolia Ridge Logistics Investment, LLC's ("Permittee") proposed construction of a double 24" plastic drainage pipe crossing, two asphalt paved roads, 8" PVC gravity sewer main inside a 10" PVC casing, and a rip rap ditch crossing ("Permitted Facilities") inside Gulf South's right of way ("Right of Way") on its Index 130, a 30" high pressure natural gas pipeline, at the following locations:

Index 130 L	Station 156+46	GPS 30.2146	-90.9755	Double 24" Drainage Pipe Crossing
Index 130 L	Station 166+63	GPS 30.2171	-90.9741	Asphalt Paved Road Crossing
Index 130 L	Station 167+36	GPS30.2173	-90.9740	8" PVC Sewer Main Crossing
Index 130 L	Station 171+15	GPS 30.2183	-90.9736	Rip Rap Ditch Crossing
Index 130 L	Station 171+60	GPS 30.2184	-90.9735	Asphalt Paved Road Crossing
Index 130	Station 4242+22	GPS 30.2146	-90.9756	Double 24" Drainage Pipe Crossing
Index 130	Station 4252+25	GPS 30.2171	-90.9742	Asphalt Paved Road Crossing
Index 130	Station 4253+02	GPS 30.2173	-90.9741	8" PVC Sewer Main Crossing

Index 130	Station 4257+26	GPS 30.2184	-90.9	Rip Rap Ditch Crossing
Index 130	Station 4258+05	GPS 30.2186	9735	Asphalt Paved Road Crossing

Gulf South does not object to the Permitted Facilities per the attached drawing sheets 14, 22 and 25 dated 11/26/24, provided Permittee agrees to and follows the general terms and conditions and special provisions listed below.

**Terms of Agreement:**

- 1) The Agreement herein granted is subject to the existing easement rights and/or leasehold interests of Gulf South. Nothing herein contained shall be construed to convey, waive, diminish, or subordinate any of Gulf South's existing rights whatsoever.
- 2) This Agreement shall be revocable by Gulf South upon written notice to Permittee in the event of noncompliance with any requirements, conditions, or specifications of this Agreement.
- 3) Prior to any work being performed in the vicinity of Gulf South's Right of Way, Permittee shall serve telephone notice to the One Call Center at 811. Such notice shall be made at least two but not more than five full working days before work begins. Permittee shall keep the One Call notifications updated as required by state law.
- 4) Permittee shall also give Gulf South a minimum of 48 hours advance notice of any operations across Gulf South's Right of Way. This notification shall be made during normal business hours to Tevis Smith at 225-398-2043. Alternate notification can be made to Joe Malarcher at 225-209-4802.
- 5) The operations conducted by Permittee shall be performed at no cost or expense to Gulf South and shall not unreasonably interfere with Gulf South's current operations in the area. Gulf South's facility/facilities shall not be removed from service, nor will the elevation or placement of Gulf South's facility/facilities or pipeline(s) be adjusted.
- 6) Permittee shall be liable for any direct expense, loss or damage caused by Permittee's construction of the Permitted Facilities at this location, including, without limitation, coating repair, pipe replacement, operational downtime or gas loss that Gulf South sustains arising out of or resulting from the operations or activities of Permittee, its agents or employees during construction of and while maintaining and operating said Permitted Facilities in the future.
- 7) If the Permitted Facilities are damaged or destroyed or if said Permitted Facilities must be relocated or removed due to any emergency arising out of the day-to-day business activities of Gulf South, Gulf South shall not be liable to Permittee or to any other person or entity for any damages whatsoever, including, for emphasis only and not by way of limitation, damages of any type arising from the loss of product, loss of profit, interruption of business activity or business loss of any kind. Additionally, any subsequent repair and or reinstallation of said Permitted Facilities shall be at the sole (100%) cost and expense of Permittee.
- 8) All proposed activities in the vicinity of Gulf South's Right of Way shall be conducted with extreme caution and with an on-site inspector from Gulf South present unless Gulf South has waived, in writing, the necessity of their presence.
- 9) Gulf South's on-site inspector shall have authority to request the suspension of any operations conducted within the limits of its Right of Way if, in the opinion of Gulf South's on-site inspector, those operations compromise safety. Nothing herein shall impose a duty on said on-site inspector to shut down any operations or to take other remedial steps in the event it should become necessary to do so.
- 10) Permittee shall at all times maintain the Permitted Facilities in a condition that will not unreasonably interfere with or endanger Gulf South's Right of Way.
- 11) Permittee shall conform all construction activity to all applicable federal, state, county and/or local regulations.
- 12) Permittee shall provide Gulf South 24 hour per day rights of ingress and egress to and from Gulf South's Right of Way across the Permitted Facilities.

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- 13) Permittee shall not remove Gulf South's pipeline(s), markers or signs from the Right of Way without Gulf South's written consent.
- 14) Permittee shall warn its excavator that the depth of the pipeline(s) may vary. Permittee shall ensure that hand digging is performed as necessary to expose the pipeline(s) and determine its/their depth.
- 15) Permittee shall consider special precautions, such as barricading, to prevent adjacent construction activities from encroaching on and/or damaging the Right of Way.
- 16) Permittee shall backfill or protect any open excavations at the conclusion of each day.
- 17) Permittee shall not locate a water well, sewage treatment facility, septic tank, leach field, pond, swimming pool, manhole, junction box, catch basin or related facility within the limits of the Right of Way. Permittee shall not install, within the Right of Way, utilities or man-made structures parallel to Gulf South's pipeline(s).
- 18) Permittee shall not change the grade within the Right of Way. Permittee may add additional cover if it will not hinder normal maintenance and Permittee receives Gulf South's prior written approval.
- 19) Permittee shall promptly furnish Gulf South with an "as-built" plat of the Permitted Facilities to the extent said facilities cross Gulf South's Right of Way.
- 20) All crossings should be made as near to a 90° angle as possible.
- 21) **Permittee, and its independent contractors and subcontractors performing work under this Agreement, shall, at their sole expense, carry and maintain in force throughout the entire time they are performing work on, operate, or own the Permitted Facilities a minimum of \$2 million per occurrence commercial general liability insurance, including contractual liability insurance, \$1 million per occurrence employer's liability insurance, statutory worker's compensation insurance coverage and, where vehicles are used hereunder, \$2 million per occurrence commercial automobile liability insurance, unless otherwise agreed to in writing by Gulf South. The above-mentioned insurance policies shall have Gulf South, its parent and affiliated companies, named as additional insureds, and all policies shall provide for waiver of all rights of subrogation against Gulf South, its parent and affiliated companies. A certificate of insurance evidencing that the above-mentioned insurance requirements are in effect shall be presented to the Gulf South Land Department prior to the beginning of any work addressed in this Agreement.**
- 22) **TO THE FULLEST EXTENT PERMITTED BY LAW, PERMITTEE AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD GULF SOUTH AND ITS AFFILIATED ENTITIES AND THE OFFICERS AND EMPLOYEES OF EACH OF THEM (COLLECTIVELY REFERRED TO HEREINAFTER AS "INDEMNITEES") HARMLESS FROM AND AGAINST ANY LIABILITY, LOSS, CAUSE OF ACTION, PENALTY, FINE, COST (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES), CLAIM, OR STRICT LIABILITY CLAIM DIRECTLY CAUSED BY THE WORK OR SERVICES PERFORMED BY PERMITTEE OR ITS CONTRACTORS OR THE EMPLOYEES OF EITHER, ON ACCOUNT OF PERSONAL INJURIES, DEATH, DAMAGE TO PROPERTY, OR DAMAGE TO THE ENVIRONMENT, REGARDLESS OF WHETHER SUCH HARM IS TO PERMITTEE, INDEMNITEES, THE EMPLOYEES OR OFFICERS OF EITHER, OR ANY OTHER PERSON OR ENTITY, BUT EXCLUDING INJURY/DEATH/DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE OF INDEMNITEES. PERMITTEE'S DUTIES UNDER THIS PARAGRAPH SHALL SURVIVE THE TERMINATION, REVOCATION, OR EXPIRATION OF THIS AGREEMENT.**
- 23) In the event of any dispute, claim or legal action arising from or related to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party and the non-prevailing party shall pay upon demand all reasonable attorney fees and expenses incurred by the prevailing party in connection with such dispute, claim or legal action.
- 24) This Agreement and the terms and conditions hereof constitutes a covenant running with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.

- 25) Each portion of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 26) To the extent that any portion of the foregoing terms and conditions conflict with any of the "Special Provisions" below, the terms and conditions of the "Special Provisions" shall control.
- 27) In the event Permittee has not commenced construction of the Permitted Facilities within two years after the date hereof, all rights and permissions herein granted shall terminate without further action by either party.

**\*SPECIAL PROVISIONS:**

1. Permittee shall schedule a pre-excavation meeting with Company to discuss all aspects of the planned activities, pipeline marking schedule and establish lines of communication.
2. If deemed necessary by Company's on-site inspector, Permittee shall install its identification markers at the crossing boundaries of Company's Right of Way limits and other locations, as specified by Company's on-site inspector.
3. Permittee shall provide a complete circumferential exposure of Company's pipeline(s) if any of the Permitted Facilities cross under Company's pipeline(s) and are installed by means of open-cut construction. Exposure of the top of Company's pipeline(s) is required if any of the Permitted Facilities cross over Company's pipeline(s) and disturb soil within twelve inches of Company's pipeline(s).
4. Permittee shall provide support and protection for any Company piping exposed and shall properly backfill excavations to maintain separation and prevent settlement.
5. Permittee shall not travel up and down, or store equipment, machinery, vehicles or materials on Company's Right of Way at any time.
6. Permittee shall return Company's Right of Way to pre-construction condition or better. Any areas disturbed on Company's Right of Way shall be protected, re-vegetated and restored. Appropriate measures shall be taken to prevent erosion on Company's Right of Way.
7. Permittee shall install timber matting or bridged timber matting at all equipment crossing points over Company's pipeline(s) subject to Company's on-site inspector's sole discretion and approval.
8. Permittee's plans, profiles and crossing method of construction shall be made available to Company upon request.
9. Permittee shall comply with all federal, state and local guidelines, codes and statutes.
10. Permittee shall utilize competent designers and employ competent contractors.
11. Permittee shall provide a competent excavation observer to assist the equipment operator when operating excavation equipment near Company's pipeline(s) and related facilities.
12. Permittee shall not use machine excavation on in-service pipelines within five feet of the staked location until the pipeline has been physically located by hand. After locating the pipeline facility by hand, machine excavation within the two foot tolerance safety zone of any pipeline facility shall not be permitted. Permittee shall adhere to Company's two foot tolerance safety zone when excavation is necessary within two feet of any pipeline facility. Permittee shall not utilize mechanical equipment to excavate, backfill, sweep soil off top and around pipelines and related facilities, and swinging buckets and traveling of mechanical equipment shall not be allowed within this two foot tolerance safety zone for any reason. When excavation is


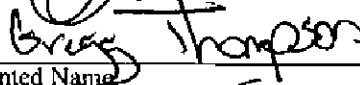
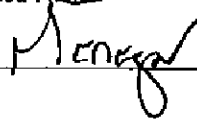
necessary within this two foot tolerance safety zone, Permittee shall exercise extreme care as necessary to ensure the protection of all underground facilities in or near the excavation area. Methods to consider within this two foot tolerance safety zone include hand digging, potholing, vacuum excavation methods, pneumatic hand tools (jackhammers), mechanical hand methods (twenty horsepower gasoline power jackhammers), or other similar methods approved by Company's on-site inspector. Mechanical and pneumatic soil compactors may be used within the two foot tolerance safety zone provided the Permittee takes special care to protect the pipeline and related facilities. For excavation outside of such two foot tolerance safety zone, Permittee may utilize mechanical excavation under Company supervision unless otherwise directed by Company's on-site inspector.

13. Permittee shall install the Permitted Facilities across Company's Right of Way such that there is a minimum of twenty-four inches clearance between the Permitted Facilities and the Company's pipeline(s).
14. The Permitted Facilities shall be installed at a uniform depth across the full width of the Company's Right of Way.
15. If the Permitted Facilities are installed above Company's pipeline, Permittee shall encase the Permitted Facilities in polyvinyl chloride ("PVC") unless there is a concrete barrier between the Permitted Facilities and Company's pipeline. If the Permitted Facilities are installed below Company's pipeline and with less than sixty inches of clearance between the Permitted Facilities and Company's pipeline, Permittee shall encase the Permitted Facilities in PVC.
16. **Permittee understands and acknowledges that in the event of damage, in Company's sole discretion, to the coating on the Company's pipeline, Permittee shall immediately cease work and coordinate with the Company to remediate said damage, which shall be 100% reimbursable by the Permittee. Such remediation shall consist of, but not be limited to, pipeline excavation, pipeline cleaning, abrasive blasting, pipeline recoating, and all associated materials, backfill, and site cleanup.**
17. Should conditions change before or during construction of the road or paved area crossing (e.g. heavier equipment than previously planned), Permittee shall contact Company for prior engineering review and written approval.
18. At no time shall the Permittee use the Permitted Facilities for any purpose(s) such that a direct weight load of more than:
  - a. 23,000 pounds per axle for single axle loads is exceeded within Company's Right of Way;
  - b. 40,000 pounds per axle for tandem axle loads is exceeded within Company's Right of Way; or
  - c. 80,000 pounds total weight is exceeded within Company's Right of Way.
19. Permittee shall install and maintain any driveway, roadway or parking area with a minimum cover of sixty inches from the driving surface to the top of Company's pipeline(s). It is the responsibility of the Permittee to ensure this cover is maintained for the life of the driveways, roadway or parking area.
20. In the event a road ditch is required, Permittee shall install and maintain the road ditch with a minimum cover of forty inches from the bottom of the ditch to the top of Company's pipeline(s). It is the responsibility of the Permittee to ensure this cover is maintained for the life of the ditch. Ditches shall be lined with limestone rip rap over Geotech fabric to prevent erosion.

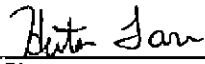
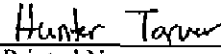
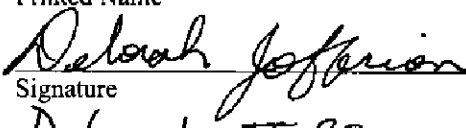
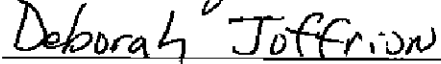


THE ABOVE TERMS AND CONDITIONS, ACCEPTED AND AGREED TO:

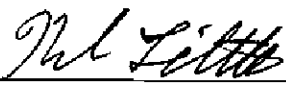

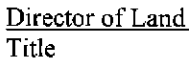
**MAGNOLIA RIDGE LOGISTICS INVESTMENT, LLC**

  
\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title

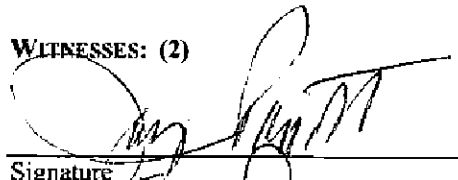
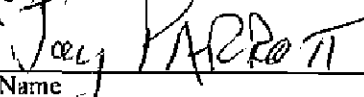
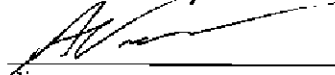

**WITNESSES: (2)**

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name

**GULF SOUTH PIPELINE COMPANY, LLC**

  
\_\_\_\_\_  
Authorized Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Title

**WITNESSES: (2)**

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Printed Name

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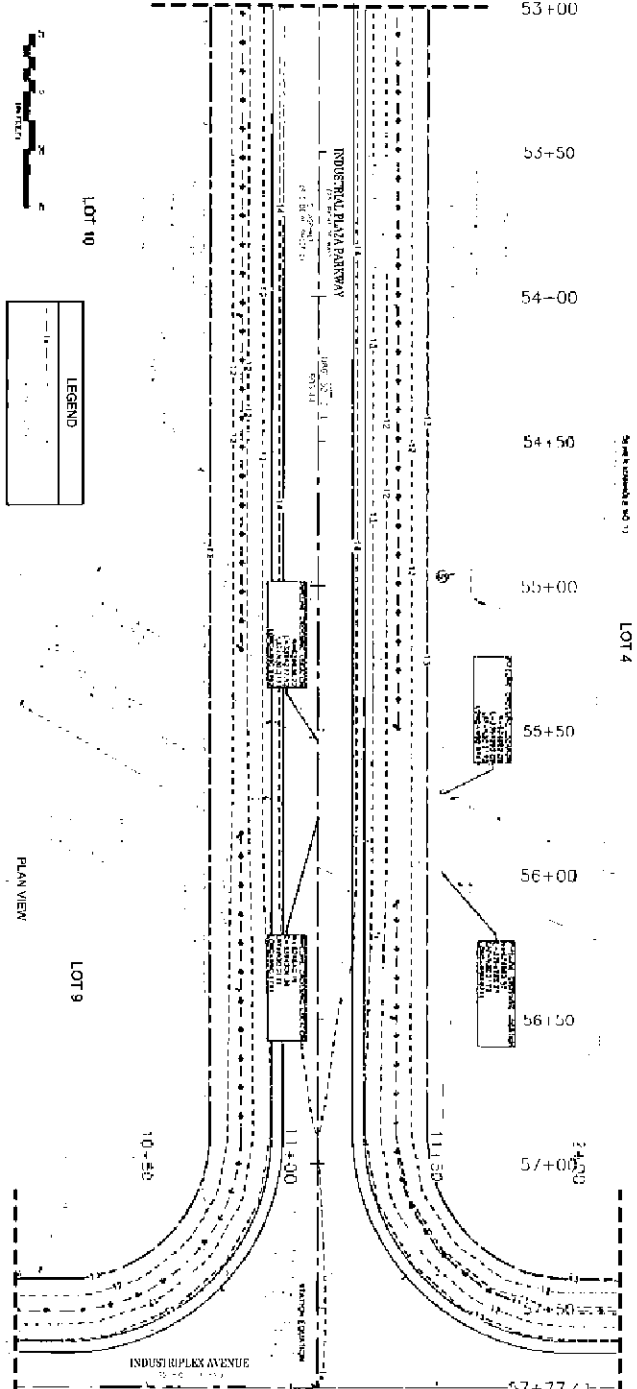
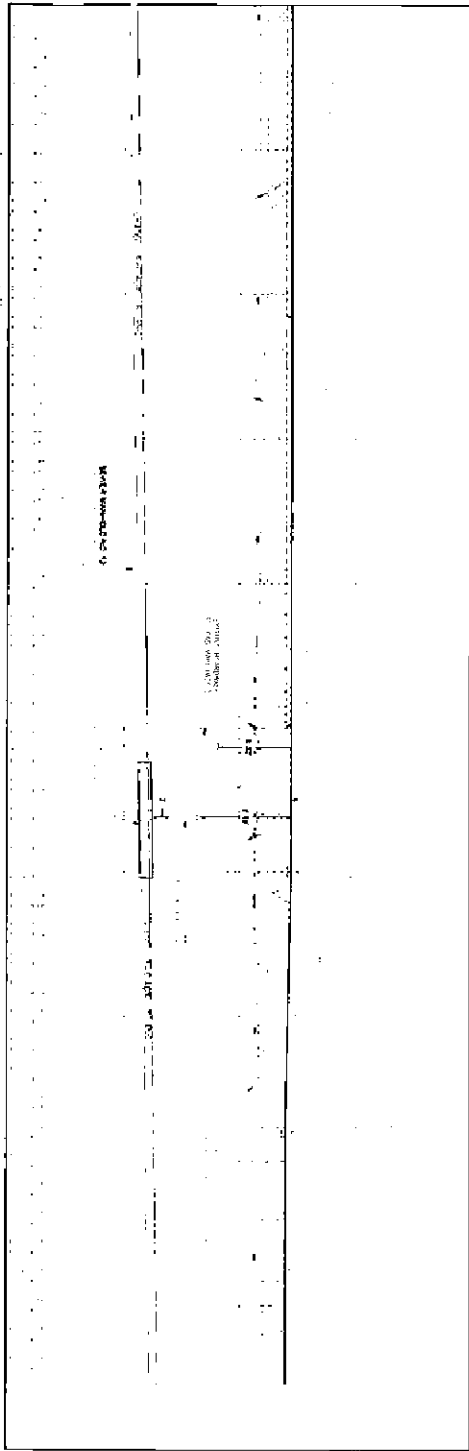
Gulf South:  
Gulf South Pipeline Company, LLC  
4441A Verot School Road  
Youngsville, LA 70592  
985-246-9736

Permittee  
Magnolia Ridge Logistics Investment LLC  
3900 Lee Street  
Alexandria LA 73102  
318-787-6816

***For Office Use Only:***  
Original ROW Grantor: Herbert D. Hughes  
Tract No. 204-L1

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NOTES



