

# Exhibit A. Schexnayder Site Title Abstract

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all remaining note not yet due, to become due and exigible forthwith and under foreclosure, the property to be seized and sold for cash. It is further understood and agreed that the purchaser shall have the right, and the same is hereby granted, of paying any of the note, in their respective order, herein given, at any time before maturity, on the payment of the principal of said note and all interest accrued thereon upto date of payment.

The parties to this act dispense with the production of the mortgage certificate required by Article 3364 of the Revised Civil Code of Louisiana and exonerate the undersigned Notary from all liability in the premises. All the State and other taxes on the property herein conveyed have been paid, as evidenced by the tax-collector's receipt or certificate exhibited to me, Notary.

Thus done and passed, at Donaldsonville, in the Parish of Ascension, State of Louisiana, on this 28th day of November, A.D. 1938, in the presence of Alex Seals and W.C. Wells two legal witnesses who sign these presents with said appearers and me, said notary, after due reading.

Original signed: Henry Gauthreaux; Sally Landix Jones.

Witnesses: Alex Seals; W.C. Wells.

S.D. Sidney A. Marchand, Notary Public (L.S.)

Recorded from the original on file this the 9th day of December, 1938.

*J. Bannan*  
Clerk & Recorder.  
by

## CAMILLE SCHEXNAYDER ET ALS TO BENNINGTON COUNTY SAVINGS BANK

United States of America,  
State of Vermont  
County of Windham

### NOTARIAL VENDOR LIEN WARRANTY DEED

BE IT KNOWN AND REMEMBERED, that on this 28th day of November, A. A., 1938, before me, Ethel A. Millington, a notary Public, duly commissioned and qualified, sworn and acting, in and for said County and State, on this day in the presence of the witnesses hereinafter named and undersigned personally came and appeared-

BENNINGTON COUNTY SAVINGS BANK, a corporation organized, chartered and existing under and by virtue of the laws of the State of Vermont, with its principal office at Brattleboro, Vermont, herein represented by and acting through its duly authorized Vice President, Martin Austin, and its duly authorized Secretary, Fred C. Adams, by virtue of a resolution of the Board of Trustees, a certified copy of which is attached hereto and made a part hereof, who declared and acknowledged that for and in consideration of the price and sum of Fifteen Thousand Seven Hundred and no/100 (\$15,700.00) Dollars and on the terms and conditions hereinafter expressed, the said Bennington County Savings Bank, as owner and holder, by these presents does grant, bargain, sell, convey, transfer, assign, set over and deliver unto-

Camille Schexnayder, a resident of Bayou Goula in Iberville Parish, Louisiana, who is married to and abides with Grace Pollock Schexnayder.

Edward Schexnayder, a resident of Bayou Goula in Iberville Parish, Louisiana, who is married to and abides with Lucille Labiche Schexnayder,

Davis Schexnayder, a resident of Donaldsonville in Ascension Parish, Louisiana, who is married to and abides with Agnes DeLaune Schexnayder,

E. Frank Abadie, a resident of Donaldsonville in Ascension Parish, Louisiana, who is married to and abides with Elma Schexnayder Abadie, and

Adlard P. Gautreau, a resident of Donaldsonville in Ascension Parish, Louisiana, who is married to and abides with Rose Schexnayder Gautreau, appearing before the Notary Public and in the presence of the witnesses at Donaldsonville, Louisiana, as hereinafter named and undersigned, accepting and purchasing for themselves, their heirs and assigns, and acknowledging delivery and possession thereof, all the following described property situated in the Parish of Ascension, State of Louisiana, together with the buildings, improvements and appurtenances thereon and thereunto belonging, to wit:

#### FIRST- THE DUGAS PLANTATION

1st. The Dugas Plantation lying about one mile below the Town of Donaldsonville, having a frontage on the Mississippi River of approximately five (5) arpents and ninety (90) feet between opening or diverging lines, and fifty six and three quarters (56-3/4) arpents more or less, in average depth. Bounded above by the lands of Paul Dugas, now known as Lazarre Dugas tract, and below by the lands of the Estate of Octave Robert, (formerly Pierre Avrieux), and in the rear by the portion herein secondly described.

2nd. Also a strip of rectangular shape, comprising approximately 99.79 acres adjoining said Dugas Plantation in the rear, and extending from the prolongation of the upper line of said plantation eastward in the rear of the said Dugas Plantation and of the Octave Robert tract, up to the lands of A. Waguespack or Stella Plantation, and having a depth of about seven arpents, more or less, bounded in front by lands firstly described, in the rear and above by other lands of the Lemann Company, Ltd., now or formerly, and below by the Stella Plantation, together with all the buildings and improvements thereon and thereunto belonging to both of said described tracts Nos. 1 and 2, or in anywise appertaining to both said numbered tracts, being the same property acquired by the LeBoeuf Planting Company Ltd., from the Lemann Company, Ltd., on March 5, 1917, by act of sale before B.J. Vega, Notary Public, of the Parish of Ascension, Louisiana, duly recorded in the Recorder's office of the Parish of Ascension, Louisiana, in Book of Conveyances No. 59, folio 496.

#### SECOND- THE DELAUNE OR LAZARRE DUGAS PLACES

1st. A certain plantation or tract of land situated in the Parish of Ascension, State of Louisiana, on the right bank of the Mississippi River about one mile below the Town of Donaldsonville, measuring three (3) arpents, more or less, in width on said River, by sixty-seven (67) arpents in depth, more or less, bounded above by the Perseverance Plantation, now or formerly of the Lemann Company, Ltd., below and in the rear by the Dugas Plantation, now owned by vendor herein, together with all the buildings and improvements thereon and thereunto belonging or in anywise appertaining; being the same property acquired by the LeBoeuf Planting Company, Ltd. on February 3, 1921, from A.A. DeLaune by act of sale before B.J. Vega, Notary Public in and for the Parish of Ascension, Louisiana, and is duly recorded in the Recorder's Office of the Parish of Ascension, Louisiana, in Book of Conveyances No. 63, folio.

2nd. A certain piece or parcel of land or lot of ground together with all the buildings and improvements thereon, all rights, ways, privileges thereunto belonging or in anywise thereto appertaining, situated in the fourth Ward of the Parish of Ascension, Louisiana, as per plan of the Dugas Plantation, made by Hepburn, Surveyor, filed in the Recorder's Office of the Parish of Ascension, in the name of the Succession of Paul Dugas and measuring one-half (1/2) arpent front on the Mississippi River by a depth of two and one-half (2 1/2) arpents, measured between parallel lines from the public road, and being measured in 1840

at the time of the donation of said land by Paul Dugas to his son, Emile Dugas, by act before V.P. Fajos, said land being bounded above by the lands of vendor herein, below by the lands of the Estate of Adelard Braud, and in the rear by lands now of vendor herein; being the same property acquired by the LeBoeuf Planting Company, Ltd. from A.A. Delaune, on February 3, 1921 by act of sale before B.J. Vega, Notary Public of the Parish of Ascension, Louisiana, in Book of Conveyances No. 63, folio .

THIRD L. A. LANDRY ET ALS TRACT

A certain tract of land lying, being and situated in the Parish of Ascension, Louisiana, and being more particularly described as a strip of land containing forty (40) acres, more or less, in the rear of the above described Dugas Plantation, firstly above described, and extending from the upper to the lower line thereof, and lying between the Dugas Plantation, as firstly above described, and the strip of rectangular shape secondly above described being the same property acquired by the said LeBoeuf Planting Company, Ltd., on the 2nd day of April, 1919, from L. A. Landry, et al, by act before B.J. Vega, Notary Public in and for the Parish of Ascension, Louisiana, and duly recorded in the Recorder's Office of the Parish of Ascension, Louisiana, in Book of Conveyances No. 62, folio 459, and from Walter Landry on August 8, 1919, by act before B.J. Vega, Notary Public of the Parish of Ascension, Louisiana, and is duly recorded in the Recorder's Office of the Parish of Ascension, Louisiana, in Book of Conveyances No. 62, folio 461.

FOURTH- V. P. THOMAS TRACT

A certain tract of land lying and being in the Parish of Ascension, Louisiana, on the right bank of the Mississippi River, at about one mile below the Town of Donaldsonville, measuring one-half (1/2) arpent front on said River by a depth of two and one-half (2 1/2) arpents, bounded below by the Dugas Plantation of vendor herein, and above by the lands of Mrs. Eloi Melancon, and in the rear also by lands of vendor herein; together with all the buildings and improvements thereon and thereunto belonging or in anywise thereto appertaining; being the same property acquired by the LeBoeuf Planting Company, Ltd. from V.P. Thomas, on January 20, 1919, by act before B.J. Vega, Notary Public of the Parish of Ascension, Louisiana, and is duly recorded in the Recorder's Office of the Parish of Ascension, Louisiana, in Book of Conveyances No. 62, folio 460.

Vendor reserves and there is specially excepted from this sale the following mineral royalty interest affecting the hereinabove described lands, to wit:

One-eighth of the usual one-eighth (1/8 of 1/8) royalty, or a one-sixty fourth (1/64) of the whole of any oil, gas or other minerals, non-participating, produced and saved from the said above described property; and the grantees moreover pledge and hypothecate their seven-eighths (7/8) of the royalty and any rentals or bonuses hereafter received by them or their heirs or assigns, to be applied to the first maturing instalment of the credit portion of the purchase price until all of the purchase price is paid and satisfied.

The vendor also reserves the lessor's share of the crop or the rents, income and revenue from the said premises for the year 1938, the said property being presently under lease and occupied, and possession to the grantees to be delivered at the termination of the said lease and not later than January 1, 1939.

TO HAVE AND TO HOLD the said property and appurtenances, unto the said purchasers and to their heirs and assigns forever, in full property, with full subrogation to all rights and actions in warranty against all former owners and vendors, and the vendor hereby binds itself, its successors and assigns, to forever warrant and defend the property herein conveyed against all legal claims and demands whatsoever, herein subrogating said purchasers to all rights and actions in warranty against all former owners and vendors, such rights of action to be exercised and enjoyed by the purchasers, their heirs and assigns, in the same manner as they might have been by this vendor.

This sale is made and accepted for and in consideration of the total sum and price of Fifteen thousand Seven Hundred and no/100 (\$15,700.00) Dollars, in deduction and part payment whereof the said purchasers have paid cash unto the said vendor the sum of One thousand Five Hundred and no/100 (\$1,500.00) Dollars, the receipt whereof is hereby acknowledged and full acquittance and discharge granted therefor, and for the balance, say \$14,200.00, the said purchasers have furnished their eight (8) promissory notes, to wit:

- One note for \$750.00 due on December 31, 1939
  - One note for \$750.00 due on December 31, 1940
  - One note for \$750.00 due on December 31, 1941
  - One note for \$500.00 due on December 31, 1942
  - One note for \$500.00 due on December 31, 1943
  - One note for \$500.00 due on December 31, 1944
  - One note for \$500.00 due on December 31, 1945
  - One note for \$950.00 due on December 31, 1946
- all dated December 1, 1938, made payable to the order of the grantor herein at Vermont Savings Bank in the Town of Brattleboro Vermont, and stipulating to bear interest at the rate of five and one-half (5 1/2%) per cent. per annum, payable December 31 annually, from December 1, 1938, until paid, and stipulating that in case it shall become necessary to place said notes in the hands of an attorney for collection, the said purchasers bind themselves to pay the fees of the attorney who may be employed for that purpose, which fees are hereby fixed at ten per cent. upon the amount involved which said notes, after having been paraphrased "Ne Varietur" the date of this act and my official signature, etc., for identity herewith, have been delivered to the said grantor as is hereby acknowledged.

Privilege is given the makers of the hereinabove described notes to make additional payments thereon of \$500.00 or any multiple thereof, on any interest paying date and/or to pay said notes in full at any time by paying principal balance and interest to the date of payment.

It is expressly agreed by both parties hereto that this act shall be construed as an authentic or notarial act, self-proving under the laws of the State of Louisiana, and that the same imports confession of judgment, authorizes executory process, and is to have the same force and effect as though executed by all parties before the same notary and in the presence of the same witnesses.

Now, therefore, in order to secure the full and punctual payment of the said notes, together with all interest accruing and to accrue thereon, and all costs, including the attorney's fees, and the amounts that may be paid by vendor or any future holder or holders of said notes for insurance or taxes, or either, as hereinafter provided, the property herein conveyed is hereby and shall remain specially mortgaged and hypothecated, and effected by privilege and lien, in favor of said vendor and of any future holder or holders of said notes. It is hereby agreed and understood, that the present act shall bear confession of judgment in favor of any holder or holders of said notes until final payment, the said purchaser binding themselves and their heirs not to alienate, deteriorate, incumber or mortgage the said property to the prejudice of this mortgage, and agree and bind themselves to effect and keep insurance against loss by fire in favor of vendor to the full insurable value of all buildings and improvements upon the said property, with loss payable clause or standard mortgage clause in favor of vendor or any future holder or holders of said notes, and to promptly pay all taxes that may accrue on said property, and on their neglect or refusal to pay taxes or effect and pay insurance, they hereby authorize vendor or any holder of said

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notes to pay same, the amount so paid to be secured by mortgage herein as aforesaid; and said purchasers further declared that in the event of any, or all, of said notes or any instalment or payment of interest not being paid at maturity, then all of said notes shall at once become due and exigible, and it shall be lawful for, and they hereby authorize said vendor or any holder of said notes to cause the property herein described and mortgaged to be seized and sold under executory process, issued by any competent court, for cash, and to the benefit or appraisement, purchasers especially waiving notice of judgment and notice of seizure.

And it is further understood and agreed that said promissory notes may be transferred without the necessity of any notarial act of transfer thereof, and that such transferees shall carry with it into the hands of any and all future holder or holders of said promissory notes full and entire subrogation of title, in and to any and all rights and privileges under the mortgage herein granted to the said mortgagee, to be enjoyed and exercised by the said transferee or transferees in as full and complete a manner as they might have been by the said mortgagee.

Certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties hereto.

The grantor contracts and agrees to pay the taxes for the year 1938 and prior year and the grantees agree and bind themselves to pay the taxes for the year 1939 and subsequent years.

Thus Done, Read, Signed by the Bennington County Savings Bank, and Passed before me at my office in the Town of Brattleboro, Vermont, in the presence of Mary M. Bailey and H. T. Osborn, lawful witnesses, who hereunto sign with said party, and me, Notary, Public, on this day, month and year first above written.  
Original signed: Bennington County Savings Bank by Martin Austin, Vice President and by Fred C. Adams, Secretary, Gmtor (Seal).  
Witnesses: Mary M. Bailey; H.T. Osborn  
SGD. Ethel A. Millington, notary Public in and for County of Windham, State of Vermont (My commission expires Feb. 10, 1939 and-

THUS DONE, ACCEPTED, SIGNED by the purchasers, and passed at Donaldsonville, Louisiana before me, Walter Lemann, a notary Public in and for Ascension Parish, Louisiana, in the presence of Garland Chauvin and Jos. Giofre, lawful witnesses, on this 1st day of December A.D., 1938. Sixteen Dollars Internal Revenue Stamps affixed to this Act and Cancelled.  
Original signed: Camille Schexnayder, Edward Schexnayder; Davis Schexnayder; E. Frank Abadi Adlard P. Gautreau  
Witnesses: Garland Chauvin; Jos. Giofre.  
SGD. Walter Lemann, notary Public in and for Ascension Parish, Louisiana, (L.S.)  
FOR RESOLUTIONS SEE C.O.B. 76 folio 477

Recorded from the original on file this the 10th day of December, 1938.

*W. Barman*  
Clark & Recorder  
dy

GLADYS MOORE FOGAN TO VINCENZO CHARLES LUPO  
State of Louisiana,  
Parish of Ascension

Be it known and remembered, that on this 12th day of the month of December, in the year of Our Lord One thousand nine hundred and thirty-eight,

Before me, Rosalie Marsala, a Notary Public, duly commissioned, sworn and qualified within and for the parish of Ascension, State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned,

Personally came and appeared, Vincenzo Charles Lupo, of full age of majority, unmarried, a resident of the Parish of Washington, State of Louisiana, who declared that he is the owner of the following described property, to-wit:

The corner portion of a certain lot of ground situated in Suburb Maginnisville, in the rear of the right of way of the Texas & Pacific Railway Company, at Donaldsonville, Louisiana, Ascension Parish, designated on the plan of Maginnisville made by Coleman & Malochee, Engineers, under date of April 15, 1902, as Lot Number One (1), the said corner portion of said Lot No. 1, measuring thirty-seven (37) feet front on Maginnis Avenue, by a depth between parallel lines of Fifty-three (53) feet; bounded in front by Maginnis Avenue by Lot No. 2, and on the other side by Church Street; said corner portion of said Lot No. 1 forming the southeast corner of Maginnis Avenue and Church Street; said Lot being in the square bounded by Maginnis Avenue, First Street, St. Elizabeth St., and Second Street; an abstract of which plan showing the location of said lot is attached to the original act of sale from the Maginnis Land & Improvement Co. Ltd., which said sale is recorded in Book of Conveyances No. 46, folio 442; and being a portion of the same property acquired by vendor in inheritance from his late father, Vincenzo Lupo. Together with all the buildings and improvements thereon and thereunto belonging.

Said vendor further declared that he did and does by these presents grant, bargain, sell, assign, convey, set over and deliver unto

Gladys Moore Fogan, widow of the late Bud Fogan, a resident of the Parish of Ascension, State of Louisiana, here present accepting and purchasing for herself, her heirs and assigns, and acknowledging the due delivery and possession of the above and foregoing described property and hereby recognizing the vendor's lien and privilege accorded by law on the said property in favor of the vendor and the future holder or holders of the herein-after described note.

To have and to hold the said property unto the said purchaser, her heirs and assigns in full property forever, free from any lien, mortgage or encumbrance whatever, with full and general warranty of title and with full subrogation to all the rights as held therein by said vendor.

This sale is made and accepted for and in consideration of the price and sum of Three Hundred (\$300.00) Dollars payable as follows, to-wit: The sum of One Hundred Fifty (\$150.00) Dollars, cash in hand paid, the receipt whereof is hereby acknowledged and good and valid acquittance and charge given and granted for the same, and for the balance, say the sum of One hundred Fifty (\$150.00) Dollars, the said purchaser has this day made, drawn, signed and secured her certain promissory note, to the order of herself, and by her endorsed in blank, and made payable at the First National Bank in Donaldsonville, Louisiana, one year after date, for the said sum of One Hundred Fifty Dollars, and is conditioned to bear interest at the rate of eight per cent per annum from date until paid, which note after having been paraphrased "ne Varietur" by me, notary for identification herewith, was delivered to Lupo, who acknowledges the due delivery and receipt of the same.

In case it becomes necessary to institute legal proceedings to recover the amount

No  
"NE VARIETUR"  
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FILE NO. 35836 THE FEDERAL LAND BANK OF NEW ORLEANS TO CAMILLE SCHEXNAYDER ET ALS

FORM No. 1958  
Rev. 11-49

PARTIAL RELEASE

(Louisiana Federal Land Bank Loans)

STATE OF LOUISIANA  
PARISH OF ORLEANS

KNOW ALL MEN BY THESE PRESENTS, that whereas THE FEDERAL LAND BANK OF NEW ORLEANS is present owner of a certain promissory mortgage note for the sum of FOURTEEN THOUSAND SEVEN HUNDRED (\$14,700.00) Dollars made and subscribed by Camille, Edward & Davis Schexnayder, E. Frank Abadie and Adland Fr. Gautreaux to the order of The Federal Land Bank of New Orleans and paraphed for identification with an Act of Mortgage recorded in Mortgage Book 3, page 384, of the Parish of Ascension, State of Louisiana, against the property described in said Act of Mortgage;

NOW, THEREFORE, the said THE FEDERAL LAND BANK OF NEW ORLEANS, herein appearing, through its undersigned officer, for a good and valuable consideration, does hereby release and does authorize and request the Recorder of Mortgages for the Parish of Ascension, State of Louisiana, to partially release said mortgage, only insofar as it affects the following:

Five certain lots or parcels of land, lying being and situated in the Parish of Ascension, State of Louisiana, in Section 14 of Township 11 South, Range 15 East, West of the Mississippi River, and being parts or portions of the original Perserverance and Braud Plantations, and the Dugas Plantation, and being designated as Lots 1, 2, 3, 4, and 5 of a subdivision of Schexnayder Company as shown by map of survey made by J.C. Waties, Civil Engineer, dated February 1951, entitled "Sub-division of Schexnayder Co., Ascension Parish, La.", a copy of which map is attached to an act of partition between Adlard P. Gautreaux, Davis Schexnayder, Edmond Frand Abadie, Camille Schexnayder and Edward J. Schexnayder of record in the conveyance records of the Parish of Ascension, Louisiana, in Conveyance Book 94, File No. 35681, according to which said map each of said lots or parcels of land is described as follows:

FIRST

A certain lot or parcel of land, lying, being and situated in the Parish of Ascension, State of Louisiana, in Section 14 of Township 11 South, Range 15 East, West of the Mississippi River, containing 11.24 acres of land and being designated as Lot No. 1 of a subdivision of Schexnayder Company as shown by said map of survey prepared by J.C. Waties, Civil Engineer, in February 1951, according to which map of survey said Lot No. 1 is more particularly described and delineated as follows, to-wit:

Beginning at a point on the southerly right of way line of Louisiana Highway No. 30, which point marks the division line between Lot No. 1 here described and Lot No. 2 of the above referred to map of survey, marked by an iron stake; and from said point of beginning running in a southwesterly direction on a line having a bearing of South 12 degrees West (shown on said map as North 12 degrees East), a distance of 1565 feet to a point marked by an iron stake; thence turning and running in a northwesterly direction on a line having a bearing of North 78 degrees West (shown on said map as South 78 degrees East), a distance of 313 feet to a point marked by an iron stake; thence turning and running in a northeasterly direction on a line bearing North 12 degrees East, a distance of 1565 feet to a point on the southerly right of way line of said Louisiana Highway No. 30 and thence turning and running in a southeasterly direction, and along the southerly right of way line of said highway, on a line bearing South 78 degrees East, a distance of 313 feet and to the point of beginning, all as will more fully appear by reference to said map of survey hereinabove referred to.

There is included with said Lot No. 1 all of the land lying to the north of said tract and down to the water's edge of the Mississippi River, located between a prolongation of the side lines of said lot. Together with all rights, ways, privileges and servitudes thereunto appertaining or in anywise belonging.

SECOND

A certain lot or parcel of land, lying, being and situated in the Parish of Ascension State of Louisiana, in Section 14 of Township 11 South, Range 15 East, West of the Mississippi River, containing 11.24 acres of land and being designated as Lot No. 2 of a subdivision of Schexnayder Company as shown by said map of survey prepared by J.C. Waties, Civil Engineer, in February 1951, according to which map of survey said Lot No. 2 is more particularly described and delineated as follows, to-wit:

Beginning at a point on the southerly right of way line of Louisiana Highway No. 30, which point marks the division line between Lot No. 2 here described and Lot No. 1 of the above referred to map of survey, marked by an iron stake, and from said point of beginning running in a southwesterly direction on a line having a bearing of South 12 degrees West (shown on said map as North 12 degrees East), a distance of 1565 feet to a point marked by an stake; thence turning and running in a southeasterly direction on a line bearing South 78 degrees East, a distance of 313 feet to a point marked by an iron stake; and thence turning and running in a northeasterly direction on a line bearing North 12 degrees East, a distance of 1565 feet to a point in the southerly right of way line of said Louisiana Highway No. 30, marked by an iron stake; thence turning and running in a northwesterly direction along the southerly right of way line of said highway, and on a line having a bearing of North 78 degrees West (shown on said map as South 78 degrees East), a distance of 313 feet and to the point of beginning, all as will more fully appear by reference to said map of survey hereinabove referred to.

There is included with said Lot No. 2 all the land lying to the north of said tract and down to the water's edge of the Mississippi River, located between a prolongation of the side lines of said lot. Together with all rights, ways, privileges and servitudes

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thereunto appertaining or in anywise belonging.

THIRD

A certain lot or parcel of land, lying, being and situated in the Parish of Ascension, State of Louisiana, in Section 14 of Township 11 South, Range 15 East, West of the Mississippi River, containing 11.25 acres of land and being designated as Lot No. 3 of a subdivision of Schexnayder Company as shown by said map of survey prepared by J.C. Waties, Civil Engineer, in February 1951, according to which map of survey said Lot No. 3 is more particularly described and delineated as follows, to-wit:

Beginning at a point on the southerly right of way line of Louisiana Highway No. 30, which point marks the point of division between the lot here described and Lot No. 2 of said map of survey, marked by an iron stake; and from said point of beginning running in a southwesterly direction on a line having a bearing of South 12 degrees West (shown on said map as North 12 degrees East), a distance of 1565 feet to a point marked by an iron stake; thence turning and running in a southeasterly direction on a line bearing South 78 degrees East, a distance of 313 feet to a point marked by an iron stake; thence turning and running in a northeasterly direction on a line bearing North 12 degrees East, a distance of 1578.6 feet to a point in the southerly right of way line of said Louisiana Highway No. 30; thence turning and running in a northwesterly direction and along said southerly right of way line of said highway on a line having a bearing of North 85 degrees West (shown on said map as South 85 degrees East), a distance of 152 feet to a point; thence containing along said southerly right of way line of said highway and on a line having a bearing of North 78 degrees West (shown on said map as South 78 degrees East), a distance of 162 feet and to the point of beginning, all as will more fully appear by reference to said map of survey hereinabove referred to.

There is included with said Lot No. 3 all of the land lying to the north of said tract and down to the water's edge of the Mississippi River, located between a prolongation of the side lines of said lot. Together with all rights, ways, privileges and servitudes thereunto appertaining or in anywise belonging.

FOURTH

A certain lot or parcel of land, lying, being and situated in the Parish of Ascension, State of Louisiana, in Section 14 of Township 11 South, Range 15 East, West of the Mississippi River, containing 11.36 acres of land and being designated as Lot No. 4 of a subdivision of Schexnayder Company as shown by said map of survey prepared by J.C. Waties, Civil Engineer, in February 1951, according to which map of survey said Lot No. 4 is more particularly described and delineated as follows, to-wit:

Beginning at a point on the southerly right of way line of Louisiana Highway No. 30 where said right of way line is intersected by the westerly right of way line of Dugas Plantation gravel road which point, marked by an iron stake, marks the point of beginning running in a southwesterly direction on a line bearing South 7 degrees 30 minutes West and along the westerly right of way line of Dugas Plantation gravel road, a distance of 1565 feet to a point marked by an iron stake; thence turning and running in a northwesterly direction on a line bearing North 18 degrees West, a distance of 313 feet to a point marked by an iron stake; thence turning and running in a northeasterly direction on a line bearing North 7 degrees 30 minutes East, a distance of 1597 feet to a point in the southerly right of way line of Louisiana Highway No. 30, marked by an iron stake, and thence turning and running in a southeasterly direction on a line bearing South 76 degrees 30 minutes East, and along the southerly right of way line of Louisiana Highway No. 30, a distance of 320 feet and to the point of beginning, all as will more fully appear by reference to said map of survey hereinabove referred to.

There is included with said Lot No. 4 all of the land lying to the north of said tract and down to the water's edge of the Mississippi River, located between a prolongation of the side lines of said lot. Together with all rights, ways, privileges and servitudes thereunto appertaining or in anywise belonging.

FIFTH

A certain lot or parcel of land, lying, being and situated in the Parish of Ascension, State of Louisiana, in Section 14 of Township 11 South, Range 15 East, West of the Mississippi River, containing 11.24 acres of land and being designated as Lot No. 5 of a subdivision of Schexnayder Company as shown by said map of survey prepared by J.C. Waties, Civil Engineer, in February 1951, according to which map of survey said Lot No. 5 is more particularly described and delineated as follows, to-wit:

Beginning at a point on the southerly right of way line of Louisiana Highway No. 30 where said right of way line is intersected by the section line between Sections 11 and 14 of Township 11 South, Range 15 East, which point marked by an iron stake marks the point of beginning of the tract here described, and from said point of beginning running in a southwesterly direction on a line bearing South 2 degrees 30 minutes West and along said section line, a distance of 1332 feet to a point marked by an iron stake; thence turning and running in a northwesterly direction on a line bearing North 81 degrees West, a distance of 4311.4 feet to a point marked by an iron stake; thence turning and running in a northeasterly direction on a line bearing North 7 degrees 30 minutes East, a distance of 1316 feet to a point in the southerly right of way line of said Louisiana Highway No. 30, marked by an iron stake and thence turning and running in a southeasterly direction on a line bearing South 83 degrees East, a distance of 313 feet and to the point of beginning, all as will more fully appear by reference to said map of survey hereinabove referred to.

There is included with said Lot No. 5 all of the land lying to the north of said tract and down to the water's edge of the Mississippi River, located between a prolongation of the side lines of said lot. Together with all rights, ways, privileges and servitudes thereunto appertaining or in anywise belonging.

THUS DONE AND SIGNED at New Orleans, Louisiana, this 10th day of September, 1951.

WITNESSES:

Ondine H. Knobloch  
Ondine H. Knobloch  
Jennie Krinstensen  
Jennie Krinstensen

ORIGINAL SIGNED:

THE FEDERAL LAND BANK OF NEW ORLEANS  
By: JNO. L. Ryan

ATTEST:

A.C. Tighe (L.S.)  
Assistant to the Secretary

STATE OF LOUISIANA  
PARISH OF ORLEANS

On this 10th day of September, 1951, before me, appeared JNO. L. RYAN to me personally known, who being by me duly sworn, did say that he is Vice President of THE FEDERAL LAND BANK OF NEW ORLEANS, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its bylaws and the Executive Committee, and said Vice-President acknowledged said corporation.

Witness my hand and official seal.

Harold Moses (L.S.)  
Harold Moses Notary Public

Recorded from the original on file this the 17th day of Sept., 1951

Henry G. Dugas  
CLERK & RECORDER

CONTRACT BETWEEN  
FILE NO. 35858 STATE OF LOUISIANA AND W.H. PATTERSON & CO. ----

STATE OF LOUISIANA  
DEPARTMENT OF HIGHWAYS  
CONTRACT  
FOR

Highway GONZALES-LITTLE PRAIRIE  
Route 88 Project 265-02-04  
Parish ASCENSION

STATE OF LOUISIANA  
DEPARTMENT OF HIGHWAYS  
CONTRACT

This Agreement, made and executed in five (5) original copies, on this 5th day of the month of September in the year of our Lord, one thousand, nine hundred and fifty-one, by and between the Department of Highways, acting by and through R.B. Richardson, Director of Highways, the Party of the First Part, and hereinafter designated as "Department," and W.H. Patterson & Co., Contractor, domiciled and doing business in Baton Rouge, Louisiana, Party of the Second Part, and hereinafter designated as "Contractor."

WITNESSETH, That, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall and will provide and furnish all materials, equipment and labor and perform the work required to build, construct and complete in a thorough and workmanlike manner, to the satisfaction of the Chief Engineer of the Department of Highways State Project No. 265-02-04 entitled Gonzales-Little Prairie Highway Route No. 88, Parish Ascension, consisting of 2.562 miles of grading, shaping roadway, small drainage structures, soil cement base course and bituminous surface treatment (asphalt cement), located as follows:

Begins on State Route 88 approximately 2.7 miles north of Gonzales (end State Project 265-02-03), about 1.1 miles north of its intersection with State Route 267, thence north along State Route 88 to the intersection of State Routes 88 and 87 at Little Prairie. in accordance with the plans, on file in the Office of the Department at Baton Rouge, Louisiana, dated June 13, 1951, and with the Standard Specifications for Roads and Bridges approved by the Louisiana Highway Commission March 1, 1940, and with the proposal filed with the Department dated August 8, 1951, and with the Special Provisions accompanying said Proposal;

MORTGAGE TO THE FEDERAL LAND BANK OF NEW ORLEANS

BY

CAMILLE SCHEXNAUDER, ET ALS.

By virtue of the authorization... Partial Release... Received in Parish of Ascension... no. 166... Sept 17, 1951... cancelled and... returned... as the... property... and

STATE OF LOUISIANA

PARISH OF ASCENSION

BEFORE ME, the on this 0th day of January, 1941,

BEFORE ME, Sam. LeBlanc, Jr., a Notary Public in and for the above Parish and State, personally came and appeared:

CAMILLE SCHEXNAYDER, EDWARD SCHEXNAYDER, DAVIS SCHEXNAYDER, E. FRANK ABADIE AND ADLARD P. GAUTREAU

hereinafter called Mortgagor, whether one or more, of the Parish of ASCENSION, Louisiana, of full age, who declared that Mortgagor is justly and truly indebted unto THE FEDERAL LAND BANK OF NEW ORLEANS, hereinafter called Mortgagee, in the sum of

FOURTEEN THOUSAND SEVEN HUNDRED AND NO/100 (\$14,700.00) Dollars, today lent and advanced by Mortgagee to Mortgagor, which indebtedness and interest thereon, at the rate of 4 per cent per annum from the date hereof is repayable in 35 successive annual installments, of principal and interest, according to an amortization plan approved by the Land Bank Commissioner, the first of which is payable on the 15th day of

DECEMBER, 1941, and one on the same day of each year thereafter until all have been paid. After five years from the date of this mortgage Mortgagor may, upon any regular installment date, make in advance any number of payments or any portion thereof on account of the principal of this loan or pay the entire principal thereof, under rules and regulations of the Farm Credit Administration. The prepayment of the principal of one or more installments shall cause the remaining installments to mature earlier by a number of years corresponding to the number of installments paid in advance.

To represent said indebtedness Mortgagor has executed a certain promissory note of even date herewith, payable to the order of Mortgagee at its office in the City of New Orleans, Louisiana, for the amount of said indebtedness, bearing interest at the rate provided above from the date hereof, providing for the payment of 10% attorney's fees on the amount due if placed in the hands of an attorney-at-law for collection or suit, repayable in the number of installments aforesaid, on the dates aforesaid, said installments being of principal and interest in the amounts provided in said note, the terms of which are hereby accepted and made part hereof by reference as though written herein. After having been paraphed "Ne Varietur" by me, Notary, for identification herewith, the said promissory note

was delivered to the said Mortgagee through C. C. REDDELL here present, acknowledging receipt thereof, and accepting this mortgage as security therefor.

In order to secure the payment of said note when due in principal, interest and attorney's fees, and in order to secure, exclusive of said sums and in addition thereto, any amounts that Mortgagee may advance or expend as elsewhere provided in this instrument, up to but not exceeding fifty (50%) per cent of the principal sum of said note, Mortgagor does by these presents, specially mortgage, affect and hypothecate, unto Mortgagee and any future holder or holders of said note, the following described

property, situated in the Parish of ASCENSION, Louisiana, to-wit:

- 1. All that part of the original PERSEVERANCE AND BRAUD PLANTATIONS situated in the Fourth Ward of the Parish of Ascension, particularly described as follows:

Beginning at the lower front or north corner, formerly belonging to Lazard Dugas, thence westerly along the front line of said Perseverance Plantation one hundred thirty-one (131) compasses; thence southerly thirty (30) compasses; thence westerly following the rear boundary line of the Sim's property twenty-seven (27) compasses; thence southerly fifteen hundred fiftv-nine (1559) compasses to a point marked by a

grate bar; thence westerly two hundred thirty-nine (239) compasses; thence southerly one hundred sixty-three (163) compasses to intersect with the narrow gauge railroad and the Irish canal on the rear boundary line of said plantation; thence easterly <sup>34A</sup> along the upper line of Stella Plantation; thence northerly along the upper line of Stella Plantation to grate bar eleven hundred thirty-two (1132) feet; thence westerly along the rear line of the Dugas Plantation to a point marked by grate bar; thence northerly along the upper line of Dugas Plantation eleven hundred fifty-one (1151) feet to a point marked by a grate bar; thence westerly along the ditch to the rear of the Lazard Dugas tract to a point marked by a grate bar; thence northerly along the lower line of the Perseverance Plantation, being the dividing line of said plantation and the property of Lazard Dugas to the point of beginning, said tract of land containing five hundred sixty-five (565) acres, more or less.

2. THE DUGAS PLANTATION

A. The Dugas Plantation lying about one mile below the Town of Donaldsonville, fronting on the Mississippi River approximately five (5) arpents and ninety (90) feet between opening or diverging lines, and fifty-six and three-quarters (56-3/4) arpents more or less, in average depth, bounded above by the lands of Paul Dugas, now known as Lazard Dugas tract, and below by the lands of the Estate of Octave Robert, (formerly Pierre Avrieux), and in the rear by the portion herein next described.

B. A strip of rectangular shape, comprising approximately 99.79 acres adjoining said Dugas Plantation in the rear, and extending from the prolongation of the upper line of said plantation eastward in the rear of the said Dugas Plantation and of the Octave Robert tract, up to the lands of A. Waguespack or Stella Plantation, and having a depth of about seven arpents, more or less, bounded in front by lands described as 2 A., in the rear and above by lands of the Lemann Company, Ltd., now or formerly, and below by the Stella Plantation.

3. THE DELAUNE OR LAZARRE DUGAS PLACES

A. A certain plantation situated on the right bank of the Mississippi River about one mile below the Town of Donaldsonville, measuring three (3) arpents more or less, in width on said River, by sixty-seven (67) arpents in depth, more or less, bounded above by the Perseverance Plantation, now or formerly of the Lemann Company, Ltd., below and in the rear by the Dugas Plantation.

B. A certain piece of land situated in the Fourth Ward of the Parish of Ascension as per plan of the Dugas Plantation by Hepburn, Surveyor, filed in the Recorder's Office of the Parish of Ascension, in the name of the Succession of Paul Dugas and measuring one-half (1/2) arpent front on the Mississippi River by a depth of two and one-half (2-1/2) arpents, measured between parallel lines from the public road in 1840, said land being bounded above by the lands of Paul Dugas, below by the lands of the Estate of Adelard Braud, and in the rear by lands of A. A. Delaune.

4. V. P. THOMAS TRACT

A certain tract of land lying on the right bank of the Mississippi River about one mile below the Town of Donaldsonville, measuring one-half (1/2) arpent front on said River by a depth of two and one-half (2-1/2) arpents, bounded below by the Dugas Plantation, above by the lands of Mrs. Eloi Melancon, and in the rear by lands of V. P. Thomas.

Said four tracts may be more particularly described in one tract, viz: Beginning at the southeast corner of Section 72, Township 11 South, Range 15 East (being in Perseverance Plantation), thence north 1132 feet to southeast corner of the 99.79-acre tract (#2-B), thence north to northeast corner of said Section 72, thence west 46.64 chains to southwest corner of Section 32, Township 11 South, Range 15 East, thence north to southwest corner of Section 31, Township 11 South, Range 15 East, thence east to the southeast corner of said Section 31, thence north on the line common to Sections 11 and 14, Township 11 South, Range 15 East, to the Mississippi River, thence west 2434 feet, thence south 185 feet past the road, thence west 166-1/3 feet, thence south parallel to the west line of Sections 16 and 29, Township 11 South, Range 15 East, 9613 feet, thence west 1473 feet, thence south 1005 feet to Irish Canal, thence following said canal and narrow

gauge railroad to south line of Section 73, Township 11 South, Range 15 East, thence east to point of beginning. Said tract being composed of all of Sections 14, 15, 16, 29, 30, 31, and 72 and parts of Sections 17, 28, ~~30~~, and 73, all in Township 11 South, Range 15 East. Together with all alluvion, batture, and accretion appertaining thereto.

Being the same property acquired by Camille Schexnayder, Edward Schexnayder, Davis Schexnayder, E. Frank Abadie and Adlard P. Gautreau by several acts, viz: From Bennington County Savings Bank on 11-28-38, C.B. 76/477, Ascension Bank and Trust Company in Liquidation on 2-28-39, C.B. 77/32 and from A. C. Simoneaux on \_\_\_\_\_, C.B. \_\_\_\_\_, page \_\_\_\_\_.

Less and except two small tracts fronting on the Mississippi River road, viz:

(a) Beginning 427 feet east of the upper line of the Dugas Plantation which point is about 1232 feet east of the intersection of the river road and the west line of the entire tract, thence south 141 feet, thence east 88 feet, thence north 141 feet, thence west 88 feet to point of beginning.

(b) A tract lying 55 feet east of said exception (a) and measuring 35 feet front on said river road by a depth of 141 feet between parallel lines.

Containing in all 1151 acres, more or less.

together with all minerals, including oil and gas, therein or thereunder, all buildings and improvements, and all rights, ways, privileges and appurtenances, servitudes and advantages, thereunto belonging or in any wise appertaining. The said property to remain so mortgaged until the full and final payment of said note in principal, interest, and attorney's fees, and all sums due or which may become due under this mortgage, the Mortgagor hereby binding himself not to sell, alienate, or encumber said property to the prejudice of this act.

Mortgagor further covenants and agrees:

1. To separately assess said property for taxation and to pay promptly when due all taxes, liens, judgments, or assessments which may be lawfully assessed against said property and to promptly furnish Mortgagee with tax receipts evidencing payment of all taxes.
2. To keep insured to the satisfaction of the Farm Credit Administration all buildings the value of which was a factor in determining the amount of this loan. Without limiting in any way the foregoing undertaking and in order to afford Mortgagee additional protection, Mortgagor further agrees to keep all insurable improvements now located or hereafter placed on said property insured against loss or damage by fire and windstorm in such amounts as may be required by, and with companies approved by, Mortgagee, and to deliver all policies to Mortgagee, with mortgage clauses satisfactory to Mortgagee attached. Any sums received from insurers for the account of Mortgagor, if not used in accordance with rules and regulations of the Farm Credit Administration to pay for the reconstruction of the buildings destroyed, may, at the option of Mortgagee, be applied on the indebtedness secured hereby, whether due or not, in such manner as Mortgagee may elect.
3. To take good care of said property and cultivate same in a proper and farmerlike manner, and not to commit waste, cut, remove or damage timber or improvements, or allow waste to be committed, or timber or improvements to be cut, removed or damaged. If any of the provisions of this covenant are breached, Mortgagor agrees to pay all costs, expenses, and other charges of every kind, including reasonable attorney's fees, incurred by Mortgagee in investigating such violation and in protecting and preserving the property herein mortgaged.
4. That this mortgage is a valid first lien against all the land and improvements offered and appraised as security for this loan. If the validity of this mortgage or if Mortgagor's title to any of said land or improvements is questioned during the life of this instrument (whether by court proceedings or otherwise) or if any part of such land or improvements is not properly described herein, Mortgagee may, in its discretion, make such investigations and take such action as it may consider necessary or desirable for the protection of its interests and for this purpose may employ legal counsel or other professional or expert assistance and Mortgagor will promptly pay all expenses so incurred by Mortgagee.
5. That if Mortgagor defaults in any of the provisions of paragraphs 1, 2, 3 and 4 hereof, then Mortgagee may, at its option, pay such taxes, liens, judgments, or assessments, obtain and pay for such insurance, or advance such attorney's fees, expenses and costs, and Mortgagor agrees to immediately pay Mortgagee all amounts so advanced, and that all amounts so advanced shall be secured hereby.
6. That all representations and statements made in the application for this loan are true and correct, that the proceeds of this loan will be used solely for the purposes specified in said application, and that Mortgagor will comply with all requirements and conditions imposed by Mortgagee in making this loan.
7. That Mortgagor will not sell, mortgage, or otherwise alienate the property herein described, or sell, lease, or otherwise alienate the minerals therein or thereunder or permit the exploration or exploitation of said property for minerals without the consent of Mortgagee in writing; and Mortgagor does hereby pledge and assign to Mortgagee, as additional security for all indebtedness secured by this mortgage, all rentals, royalties, benefits and damages accruing under all mineral leases or sales that may have heretofore been made or that may be made hereafter in connection with said property. The proceeds from such leases and sales shall be applied to the payment of the indebtedness secured hereby, whether due or not, in such manner as Mortgagee may elect; provided, however, that Mortgagee shall not be liable for failure to pursue collection or enforce payment of said rentals, royalties, benefits and damages.
8. That all defaulted payments and all sums advanced by Mortgagee, as provided for herein, shall, from the date due, bear interest at the rate of eight (8%) per cent per annum until paid, which interest shall be secured hereby.

9. That Mortgagee may at any time, without notice, release all or any part of the property described herein, grant extensions or deferments of time of payment of the indebtedness secured hereby, or any part thereof, or release from liability any one or more parties who are or may become liable for the payment of the indebtedness secured hereby, or any part thereof, without affecting the priority of this lien or the personal liability of the Mortgagor or any other party liable or who may become liable for the payment of the indebtedness secured by this instrument.

10. This instrument and the note secured hereby shall be governed by and construed under the provisions of the Federal Farm Loan Act, as now or hereafter amended, the rules and regulations made pursuant thereto, and the laws of Louisiana not inconsistent therewith.

11. That the failure of Mortgagee to exercise any option or to make any decision or election under any of the terms, covenants, or stipulations herein expressed, shall not be deemed a waiver of the right to exercise such option or to make such decision or election at any time as to any past or subsequent violation of said terms, covenants, or stipulations.

12. That each covenant and agreement herein contained shall inure to the benefit of and bind the successors and assigns of Mortgagee and Mortgagor.

13. If Mortgagor fails to pay when due any sum hereby secured or fails to abide by or perform any of the agreements herein contained, or should Mortgagor (or any one of them) become insolvent or adjudicated a bankrupt or be made defendant in a bankruptcy or receivership proceeding, the whole indebtedness secured hereby may, at the option of Mortgagee, be declared due and exigible, and Mortgagee may cause the property herein mortgaged to be seized and sold by executory or any other legal process, without appraisal, the benefit of which is hereby waived, to the highest bidder for cash or on terms, the said Mortgagor hereby confessing judgment for the full amount of said note in principal, interest, and attorney's fees and all other indebtedness and the interest thereon that may become secured hereby, and waiving the three days' notice provided by Article 735 of the Louisiana Code of Practice, and the three days' delay provided by Article 655 of said Code and notice of seizure by the sheriff.

Mortgagor hereby waives any and all homestead exemptions to which Mortgagor is or may be entitled under the Constitution and laws of the State of Louisiana.  
GRACE POLLOCK SCHEXNAYDER, SPOUSE OF CAMILLE SCHEXNAYDER; LUCILLE LABICHE SCHEXNAYDER,

And now unto these presents intervened 7 spouse of EDWARD SCHEXNAYDER; AGNES ~~xx~~ spouse of DELAUNE SCHEXNAYDER, spouse of DAVIS SCHEXNAYDER; EMMA SCHEXNAYDER ABADIE, spouse of E. FRANK ABADIE, and ROSE SCHEXNAYDER GAUTREAU, SPOUSE OF ADLARD P. GAUTREAU, who joins in the waiver of homestead exemptions hereinabove stipulated.

The parties to this act dispense with the certificate of mortgages required by law and agree to hold me, Notary, harmless for the non-production thereof.

~~Mortgagor declares that~~

The Mortgagors severally declare their marital status as follows:

CAMILLE SCHEXNAYDER declared that he has been married but once and then to GRACE POLLOCK SCHEXNAYDER with whom he is presently living and residing in community.  
EDWARD SCHEXNAYDER declared that he has been married but once and then to LUCILLE LABICHE SCHEXNAYDER with whom he is presently living and residing in community.  
DAVIS SCHEXNAYDER declared that he has been married but once and then to AGNES DELAUNE SCHEXNAYDER with whom he is presently living and residing in community.  
E. FRANK ABADIE declared that he has been married but once and then to EMMA SCHEXNAYDER ABADIE with whom he is presently living and residing in community.  
ADLARD P. GAUTREAU declared that he has been married but once and then to ROSE SCHEXNAYDER GAUTREAU with whom he is presently living and residing in community.

THUS DONE AND PASSED at Donaldsonville, Louisiana, on the day,

month, and year first above written, in the presence of Lillian R. Blanchard

and A. L. Brou, competent witnesses, who sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Lucille Labiche Schexnayder  
Agnes Delaune Schexnayder  
Rose Schexnayder Gautreau  
Emma Schexnayder Abadie  
Grace Pollock Schexnayder  
THE FEDERAL LAND BANK OF NEW ORLEANS  
By C. C. Bellamy

Camille Schexnayder  
Edward Schexnayder  
Davis Schexnayder  
E. Frank Abadie  
Adlard P. Gautreau

Witnesses:

Lillian R. Blanchard  
A. L. Brou  
Samuel L. Blanchard  
Notary Public.

STATE OF LOUISIANA

PARISH OF ASCENSION

I certify that the foregoing is a true and correct copy of the original mortgage filed for record in my office on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_, of Mortgages, on Page \_\_\_\_\_.

Witness my hand and seal.

\_\_\_\_\_  
Clerk of Court.

**ENDORSEMENT**

In accordance with the terms and conditions of the Federal Farm Loan Act, the undersigned National Farm Loan Association hereby endorses and becomes liable for the payment of the indebtedness secured by the within mortgage.

ASCENSION National Farm Loan Association

of GONZALES, LOUISIANA

By *C. C. Redding*  
Secretary-Treasurer

State of Louisiana—Parish of Ascension  
I do hereby certify that the above and foregoing was received in the office of the Clerk and Recorder of Ascension Parish, Louisiana, on this 27 day of June, 1941.  
Book 3 Page 384  
*J. J. Brown*  
Clerk and Recorder

fronting on the Mississippi River approximately five (5) arpents and ninety (90) feet between opening or diverging lines, and fifty-six and three-quarters (56-3/4) arpents more or less, in average depth, bounded above by the lands of Paul Dugas, now known as Lazarre Dugas tract, and below by the lands of the Estate of Octave Robert, (formerly Pierre Avrieux), and in the rear by the portion herein next described. 3880

B. A strip of rectangular shape, comprising approximately 99.79 acres adjoining said Dugas Plantation in the rear, and extending from the prolongation of the upper line of said plantation eastward in the rear of the said Dugas Plantation and of the Octave Robert tract, up to the lands of A. Waguespack or Stella Plantation, and having a depth of about seven arpents, more or less, bounded in front by lands described as 2 A., in the rear and above by lands of the Lemann Company, Ltd., now or formerly, and below by the Stella Plantation.

### 3. THE DELAUNE OR LAZARRE DUGAS PLACES

A. A certain plantation situated on the right bank of the Mississippi River about one mile below the Town of Donaldsonville, measuring three (3) arpents more or less, in width on said River, by sixty-seven (67) arpents in depth, more or less, bounded above by the Perseverance Plantation, now or formerly of the Lemann Company, Ltd., below and in the rear by the Dugas Plantation.

B. A certain piece of land situated in the Fourth Ward of the Parish of Ascension as per plan of the Dugas Plantation by Hepburn, Surveyor, filed in the Recorder's Office of the Parish of Ascension, in the name of the Succession of Paul Dugas and measuring one-half (1/2) arpent front on the Mississippi River by a depth of two and one-half (2-1/2) arpents, measured between parallel lines from the public road in 1840, said land being bounded above by the lands of Paul Dugas, below by the lands of the Estate of Adelard Braud, and in the rear by lands of A. A. Delaune.

### 4. V. P. THOMAS TRACT

A certain tract of land lying on the right bank of the Mississippi River about one mile below the Town of Donaldsonville, measuring one-half (1/2) arpent front on said River by a depth of two and one-half (2-1/2) arpents, bounded below by the Dugas Plantation, above by the lands of Mrs. Eloi Melancon, and in the rear by lands of V. P. Thomas.

Said four tracts may be more particularly described in one tract, viz: Beginning at the southeast corner of Section 72, Township 11 South, Range 15 East (being in Perserverance Plantation), thence north 1132 feet to southeast corner of the 99.79-acre tract (#2-B), thence north to northeast corner of said Section 72, thence west 46.64 chains to southwest corner of Section 32, Township 11 South, Range 15 East, thence north to southwest corner of Section 31, Township 11 South, Range 15 East, thence east to the southeast corner of said Section 31, thence north on the line common to Sections 11 and 14, Township 11 South, Range 15 East, to the Mississippi River, thence west 2434 feet, thence south 185 feet past the road, thence west 166-1/3 feet, thence south parallel to the west line of Sections 16 and 29, Township 11 South, Range 15 East, 9613 feet, thence west 1473 feet, thence south 1005 feet to Irish Canal, thence following said canal and narrow

guage railroad to south line of Section 73, Township 11 South, Range 15 East, thence east to point of beginning. Said tract being composed of all of Sections 14, 15, 16, 29, 30, 31, and 72 and parts of Sections 17, 28, ~~XX~~, and 73, all in Township 11 South, Range 15 East. Together with all alluvion, batture, and accretion appertaining thereto.

Being the same property acquired by Camille Schexnayder, Edward Schexnayder, Davis Schexnayder, E. Frank Abadie and Adlard P. Gautreau by several acts, viz: From Bennington County Savings Bank on 11-28-38, C.B. 76/477, Ascension Bank and Trust Company in Liquidation on 2-28-39, C.B. 77/32 and from A. C. Simoneaux on \_\_\_\_\_, C.B. \_\_\_\_\_, page \_\_\_\_\_.

Less and except two small tracts fronting on the Mississippi River road, viz:

(a) Beginning 427 feet east of the upper line of the Dugas Plantation which point is about 1232 feet east of the intersection of the river road and the west line of the entire tract, thence south 141 feet, thence east 88 feet, thence north 141 feet, thence west 88 feet to point of beginning.

(b) A tract lying 55 feet east of said exception (a) and measuring 35 feet front on said river road by a depth of 141 feet between parallel lines.

Containing in all 1151 acres, more or less.

# REAL ESTATE AND CHattel MORTGAGE

STATE OF LOUISIANA 034742

PARISH OF Ascension.

to  
**THE LAND BANK  
COMMISSIONER**

BE IT KNOWN, that on this 20th day of  
January, 19 41

BEFORE ME, Sam A. LeBlanc, Jr.,  
Notary Public in and for the above Parish and  
State, personally came and appeared:

*at the written request  
of the Land Bank  
Commissioner  
I have this day cancelled  
the above mentioned  
Mortgage and recorded  
this cancellation  
on the 13th day of  
January 1941*

**CAMILLE SCHEXNAYDER, EDWARD SCHEXNAYDER, DAVIS SCHEXNAYDER,  
E. FRANK ABADIE AND ADLARD P. GAUTREAU**

acti  
COI  
Con.  
Act

of the FEDERAL FARM MORTGAGE  
pursuant to Part 3 of the Act of  
as the 'Emergency Farm Mortgage

herein  
Louis  
MISS  
of the

Mortgagor, whether one or more, of the Parish of ASCENSION,  
Mortgagee, who declared that Mortgagor is justly and truly indebted to the LAND BANK COM-  
MISSIONER on behalf of the FEDERAL FARM MORTGAGE CORPORATION pursuant to Part 3  
of the Act of 1933, as amended, hereinafter called

Mortg  
12/15

the sum of FIVE THOUSAND THREE HUNDRED AND NO/100

(\$ 5,000) Dollars, today lent and advanced by Mortgagee to Mortgagor, which indebtedness, and  
interest at the rate of 5 per cent per annum from January 15th, 1941

is repayable on an amortiza-  
tion plan of 20 successive annual installments of principal and interest, the first

installment to be paid on the 15th day of DECEMBER, 19 41, and one on the same day of each

subsequent year thereafter to have been paid.

The indebtedness Mortgagor has executed a certain promissory note of even date herewith,  
bearing interest and being secured by a mortgage on the property mortgaged and providing for the payment of 10% attorney's fees on the amount due if placed in  
the hands of a lawyer-at-law for collection or suit; the terms of said note being hereby accepted and made  
reference as though written herein. After having been paraphrased "Ne Varietur" by me,  
Notary, in the presence of the parties herewith, the said promissory note was delivered to the said Mortgagee through

CAMILLE SCHEXNAYDER here present, acknowledging receipt thereof, and accepting this mortgage  
as security for the payment of said note when due, including principal, interest and attorney's fees, and

to secure the payment of said note when due, including principal, interest and attorney's fees, and  
as elsewhere provided in this instrument, up to but not exceeding fifty (50%) per cent of the principal sum of  
said note, by these presents, specially mortgage, affect and hypothecate unto Mortgagee  
and any other holders of said note, the following described property, situated in ASCENSION

1. All that part of the original PERSEVERANCE AND BRAUD PLANTATIONS situated in the Fourth  
Ward of the Parish of Ascension, particularly described as follows:

14

Beginning at the lower front or north corner, formerly belonging to Lazard Dugas,  
thence westerly along the front line of said Perseverance Plantation one hundred  
thirty-one (131) compasses; thence southerly thirty (30) compasses; thence westerly  
following the rear boundary line of the Sim's property twenty-seven (27) compasses;  
thence southerly fifteen hundred fifty-nine (1559) compasses to a point marked by a  
grate bar; thence westerly two hundred thirty-nine (239) compasses; thence southerly  
one hundred sixty-three (163) compasses to intersect with the narrow gauge railroad  
and the Irish canal on the rear boundary line of said plantation; thence easterly  
along the upper line of Stella Plantation; thence northerly along the upper line of  
Stella Plantation to grate bar eleven hundred thirty-two (1132) feet; thence westerly  
along the rear line of the Dugas Plantation to a point marked by grate bar; thence  
northerly along the upper line of Dugas Plantation eleven hundred fifty-one (1151)  
feet to a point marked by a grate bar; thence westerly along the ditch to the rear  
of the Lazard Dugas tract to a point marked by a grate bar; thence northerly along  
the lower line of the Perseverance Plantation, being the dividing line of said  
plantation and the property of Lazard Dugas to the point of beginning, said tract  
of land containing five hundred sixty-five (565) acres, more or less.

2. THE DUGAS PLANTATION

The Dugas Plantation lying about one mile below the Town of Donaldsonville.

Land Bank Commissioner  
Form 5

Donaldsonville, Louisiana, January 20th, 19 41, \$ 5300.00

For value received the undersigned, jointly, severally, and in solido, promise to pay to the order of the LAND BANK COMMISSIONER, acting pursuant to Part 3 of the Act of Congress known as the "Emergency Farm Mortgage Act of 1933", at his office in the City of New Orleans, in the State of Louisiana, the principal sum of

FIVE THOUSAND THREE HUNDRED AND NO/100 DOLLARS  
lawful money of the United States of America, with interest from January 15th, 1941 on said principal sum or the unpaid balance thereof, at the rate of 5 per centum per annum, payable as follows: interest payments on said principal sum or the unpaid balance thereof to be made annually on the 15th day of DECEMBER in each year; said principal sum being payable on an amortization plan and in 20 equal successive annual installments of TWO HUNDREDSIXTY FIVE AND NO/100 Dollars each, the first such installment being payable on the 15th day of DECEMBER, 19 41, and the remaining installments being payable on each succeeding interest payment date to and including the 15th day of DECEMBER, 19 60. The drawers hereof may at any time pay one or more installments of said principal sum, or the entire unpaid balance thereof, and any principal payments in addition to those herein before contracted to be made shall operate to discharge the indebtedness at an earlier date and shall not reduce the amount or defer the due date of any subsequent installment of principal.

This note is, in all respects, subject to the terms of the act of mortgage securing this indebtedness today executed by the undersigned to the LAND BANK COMMISSIONER, and if the maker hereof shall be in default in respect to any of said payments or in the performance of any of the covenants, conditions, or agreements contained in the mortgage given to secure the payment hereof, the whole of the principal of said loan, and all other lawful charges then unpaid shall, at the option of the holder hereof, become forthwith due and payable, and in the event of any such defaults, the holder of this note may foreclose upon any or all security in the order which he prefers.

As part of the consideration hereof the undersigned agree to pay ten per cent (10%) additional on the amount hereof as an attorney's fee for collection and all costs of collection. The drawers and endorsers of this note hereby severally waive presentment for payment, protest and notice of protest and non-payment.

*David Schepmeyer*  
*E. Frank Abadie*  
*Adlard P. Cantreau*

*Carroll Schepmeyer*  
*Edward Schepmeyer*

of the Lazard Dugas tract to a point marked by a grate bar; thence northerly along the lower line of the Perseverance Plantation, being the dividing line of said plantation and the property of Lazard Dugas to the point of beginning, said tract of land containing five hundred sixty-five (565) acres, more or less.

THE DUGAS PLANTATION

... one mile below the Town of Donaldsonville.

Principal, \$ 5300.00

Rate 5 %

Term of loan 20

2nd MORTGAGE

YEAR DUE	No.	INSTALLMENTS DUE		PAYMENTS		DATE PAID	INI-TIAL	BALANCE	YEAR DUE	No.	INSTALLMENTS DUE		PAYMENTS		DATE PAID	INI-TIAL	BALANCE
		Interest	Principal	Interest	Principal						Interest	Principal	Interest	Principal			
								5300									
141				170.04	265-	Nov 27 '21	11	5035-									
				176.23	265-	Oct 27 '21	11	4770-									
				160.95	245-	Sen 28	13A	4505-									
				180.20	245-			4240-									
				212-	210-	Jan 18	16P	3975-									
				198.75	245-	Oct 30	17	3710-	3710-								
				185.00	245-	Nov 18	17P	3445-									

ASCENSION

STATE OF LOUISIANA

100

together with all minerals, including oil and gas, therein or thereunder, all buildings and improvements, and all rights, ways, privileges and appurtenances, servitudes and advantages, thereunto belonging or in any wise appertaining. The said property to remain so mortgaged until the full and final payment of said note, including principal, interest, and attorney's fees, and all sums due or which may become due under this mortgage, the Mortgagor hereby binding himself not to sell, alienate, or encumber said property to the prejudice of this act.

Mortgagor further covenants and agrees:

1. To separately assess said property for taxation and to pay promptly when due all taxes, liens, judgments, or assessments which may be lawfully assessed against said property and to promptly furnish Mortgagee with tax receipts evidencing payment of all taxes.
2. To keep all insurable improvements now located or hereafter placed on said property insured against loss or damage by fire and windstorm in such amounts as may be required by, and with companies approved by, Mortgagee, and to deliver all policies to Mortgagee, with mortgage clauses satisfactory to Mortgagee attached. Any sums received from insurers for the account of Mortgagor may, at the option of Mortgagee, be applied on the indebtedness secured hereby, whether due or not, in such manner as Mortgagee may elect, or used to pay for reconstruction of the buildings destroyed.
3. To take good care of said property and cultivate same in a proper and farmerlike manner, and not to commit waste, cut, remove or damage timber or improvements, or allow waste to be committed, or timber or improvements to be cut, removed or damaged. If any of the provisions of this covenant are breached, Mortgagor agrees to pay all costs, expenses, and other charges of every kind, including reasonable attorney's fees, incurred by Mortgagee in investigating such violation and in protecting and preserving the property herein mortgaged.
4. That, except as herein otherwise disclosed, this mortgage is a valid first lien against all the property offered and appraised as security for this loan. If the validity of this mortgage or Mortgagor's title to any of said property is questioned during the life of this instrument (whether by court proceedings or otherwise) or if any part of the property is not properly described herein, Mortgagee may, in its discretion, make such investigations and take such action as it may consider necessary or desirable for the protection of its interests and for this purpose may employ legal counsel or other professional or expert assistance and Mortgagor will promptly pay all expenses so incurred by Mortgagee.
5. That if Mortgagor defaults in any of the provisions of Paragraphs 1, 2, 3 and 4 hereof, then Mortgagee may, at its option, pay such taxes, liens, judgments, or assessments, obtain and pay for such insurance, or advance such attorney's fees, expenses and costs, and Mortgagor agrees to immediately pay Mortgagee all amounts so advanced, and that all amounts so advanced shall be secured hereby.
6. That all representations and statements made in the application for this loan are true and correct, that the proceeds of this loan will be used solely for the purposes specified in said application, and that Mortgagor will comply with all requirements and conditions imposed by Mortgagee in making this loan.
7. That Mortgagor will not sell, mortgage, or otherwise alienate the property herein described, or sell, lease, or otherwise alienate the minerals therein or thereunder or permit the exploration or exploitation of said property for minerals without the consent of Mortgagee in writing; and Mortgagor does hereby pledge and assign to Mortgagee, as additional security for all indebtedness secured by this mortgage, all rentals, royalties, benefits and damages accruing under all mineral leases or sales that may have heretofore been made or that may be made hereafter in connection with said property. The proceeds from such leases and sales shall be applied to the payment of the indebtedness secured hereby, whether due or not, in such manner as Mortgagee may elect; provided, however, that Mortgagee shall not be liable for failure to pursue collection or enforce payment of said rentals, royalties, benefits and damages.
8. That all sums advanced by Mortgagee, as provided for herein, shall, from the date due, bear interest at the rate of five (5%) per cent per annum until paid, which interest shall be secured hereby.
9. That Mortgagee may at any time, without notice, release all or any part of the property described herein, grant extensions or deferments of time of payment of the indebtedness secured hereby, or any part thereof, or release from liability any one or more parties who are or may become liable for the payment of the indebtedness secured hereby, or any part thereof, without affecting the priority of this lien or the personal liability of the Mortgagor or any other party liable or who may become liable for the payment of the indebtedness secured by this instrument.

10. This instrument and the note secured hereby shall be governed by and construed under the provisions of Part 3 of the Act of Congress known as the "Emergency Farm Mortgage Act of 1933", acts amendatory thereof and supplementary thereto, and the rules and regulations of the Land Bank Commissioner acting pursuant thereto and of the Federal Farm Mortgage Corporation, and the laws of Louisiana not inconsistent therewith.

11. That the failure of Mortgagee to exercise any option or to make any decision or election under any of the terms, covenants, or stipulations herein expressed, shall not be deemed a waiver of the right to exercise such option or to make such decision or election at any time as to any past or subsequent violation of said terms, covenants, or stipulations.

12. That each covenant and agreement herein contained shall bind all successors in interest of Mortgagor, and all the rights, powers, benefits and discretion herein conferred upon and vested in Mortgagee shall inure to the benefit of and be vested in any holder of the indebtedness hereby secured and any of the agents, officers, or employees of any such holder.

13. If Mortgagor fails to pay when due any sum hereby secured or fails to abide by or perform any of the agreements herein contained, or should Mortgagor (or any one of them) become insolvent or adjudicated a bankrupt or be made defendant in a bankruptcy or receivership proceeding, the whole indebtedness secured hereby may, at the option of Mortgagee, be declared due and exigible, and Mortgagee may cause the property herein mortgaged to be seized and sold by executory or any other legal process, without appraisal, the benefit of which is hereby waived, to the highest bidder for cash or on terms, the said Mortgagor hereby confessing judgment for the full amount of said note in principal, interest, and attorney's fees and all other indebtedness and the interest thereon that may become secured hereby, and waiving the three days' notice provided by Article 735 of the Louisiana Code of Practice, and the three days' delay provided by Article 655 of said Code and notice of seizure by the sheriff.

Mortgagor hereby waives any and all homestead exemptions to which Mortgagor is or may be entitled under the Constitution and laws of the State of Louisiana.

GRACE POLLOCK SCHEXNAYDER, spouse of CAMILLE SCHEXNAYDER; LUCILLE LABICHE SCHEXNAYDER, spouse of EDWARD SCHEXNAYDER; AGNES DELAUNE SCHEXNAYDER, spouse of DAVIS SCHEXNAYDER; EMMA SCHEXNAYDER ABADIE spouse of E. FRANK ABADIE, ROSE SCHEXNAYDER spouse of GAUTREAU, spouse of ADLARD P. GAUTREAU, who joins in the waiver of homestead exemptions hereinabove stipulated.

The parties to this act dispense with the certificate of mortgages required by law and agree to hold me, Notary, harmless for the non-production thereof.

~~Mortgagors declare that~~ The Mortgagors severally declare their marital status as follows: CAMILLE SCHEXNAYDER declared that he has been married but once and then to GRACE POLLOCK SCHEXNAYDER with whom he is presently living and residing in community. EDWARD SCHEXNAYDER declared that he has been married but once and then to LUCILLE LABICHE SCHEXNAYDER with whom he is presently living and residing in community. DAVIS SCHEXNAYDER declared that he has been married but once and then to AGNES DELAUNE SCHEXNAYDER with whom he is presently living and residing in community. E. FRANK ABADIE declared that he has been married but once and then to EMMA SCHEXNAYDER ABADIE with whom he is presently living and residing in community. ADLARD P. GAUTREAU declared that he has been married but once and then to ROSE SCHEXNAYDER GAUTREAU with whom he is presently living and residing in community.

By the annexed certificate of the Clerk of Court for \_\_\_\_\_ Parish, it will appear that said property is not subject to any encumbrance priming the mortgage hereby executed except:

A mortgage on said property to secure the payment of \$14,700.00 to THE FEDERAL LAND BANK OF NEW ORLEANS, same being of even date with this mortgage and filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, under entry No. \_\_\_\_\_ of the mortgage records of the aforesaid Parish and State.

THUS DONE AND PASSED at Donaldsonville, Louisiana, on the day, month, and year first above written, in the presence of George R. Blum and

Lillian R. Blanchard, competent witnesses, who sign their names with the said appearers and me, Notary, after due reading of the whole

~~WITNESSES:~~

Camille Schexnayder  
Edward Schexnayder  
Davis Schexnayder  
E. Frank Abadie  
Adlard P. Gautreau

Lucille Labiche Schexnayder  
Agnes Delaune Schexnayder  
Rose Schexnayder Gautreau  
Emma Schexnayder Abadie  
Grace Pollock Schexnayder  
LAND BANK COMMISSIONER

WITNESSES:

George R. Blum  
Lillian R. Blanchard

By Sam A. LeBlanc  
Notary Public.

STATE OF LOUISIANA

PARISH OF ASCENSION

I certify that the foregoing is a true and correct copy of the original mortgage filed for record in my office on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_, of Mortgages, on Page \_\_\_\_\_.

Witness my hand and seal.

\_\_\_\_\_  
Clerk of Court.

State of Louisiana—Parish of Assumption

I do hereby certify that the above and fore-  
going was received, filed and recorded in Book

of Amalgam No. 3 P. No. 388

this 27 day of Jan, 1941

Baura P. Jones  
Clerk and Recorder



DEC 23 1969 103291

STATE OF LOUISIANA, THROUGH  
THE DEPARTMENT OF HIGHWAYS,

NUMBER 15,533  
23RD JUDICIAL DISTRICT COURT  
PARISH OF ASCENSION  
STATE OF LOUISIANA

VS.

C. SCHEXNAYDER, INC.

R E C E I P T

KERMIT A. BOURQUE, CLERK OF COURT

FILED

TO

DEC 23 1969

THE STATE OF LOUISIANA AND  
THE DEPARTMENT OF HIGHWAYS,

*Philip Zaluska*  
By. CLERK OF COURT

STATE OF LOUISIANA  
PARISH OF ASCENSION

BE IT KNOWN that on the 10th day of <sup>March</sup> ~~February~~, 1969,  
before me, Philip Zaluska, Deputy Clerk  
of Court and Ex-officio Notary Public, in and for the  
Parish of Ascension, State of Louisiana, duly commissioned  
and qualified, and in the presence of witnesses herein-  
after named and undersigned, personally came and appeared  
Kermit A. Bourque, a resident of the Parish of Ascension,  
State of Louisiana, and the Clerk of the Twenty-third  
Judicial District Court for the State of Louisiana, in  
and for the Parish of Ascension.

The appearer declared that in the cause entitled  
"State of Louisiana, through the Department of Highways,  
vs. C. SCHEXNAYDER, INC.," No. 15,533 of the docket  
of said Court, the State of Louisiana sued C. SCHEXNAYDER,  
INC., for the expropriation of the full ownership of the  
tracts or parcels of land described hereinafter as Parcels  
No. 7-1 and 8-1, subject to the reservation in perpetuity  
in favor of the owner C. SCHEXNAYDER, INC., of all oil,

gas or other minerals located under the property described hereinafter or the royalties therefrom, in accordance with R. S. 9:5806, as amended (Act 278 of 1958), and subject to any existing oil, gas or mineral reservation or to any existing oil, gas or mineral lease, and a temporary servitude of right of way on, over and across the property hereinafter described as Parcel No. 7-1-C-1 for construction purposes during the period of construction of the Donaldsonville-Sunshine Bridge Highway, and its appurtenances, on State Route La 3089, being State Project No. 426-01-02, Federal Aid Project No. US-S-610(5), and a permanent servitude of drain on, over and across the property described hereinafter as Parcel Nos. 7-1-D-1 and 7-1-D-2, said tracts or parcels of land being described as follows, to-wit:

Five (5) certain tracts or parcels of land together with all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining situated in Sections 28, 16, 15 and 14, Township 11 South, Range 15 East, Southeastern Land District, West of the Mississippi River, Ascension Parish, Louisiana, and designated as Parcels 7-1, 8-1, 7-1-C-1, 7-1-D-1 and 7-1-D-2 on a white print of a plat of survey by Joffrion and Spell, Consulting Engineers, dated February, 1967, annexed to the above numbered and entitled suit, said tracts or parcels of land being outlined in red and being more particularly described in accordance with said plat of survey as follows, to-wit:

PARCEL NO. 7-1:

REQUIRED IN FULL OWNERSHIP

Commence at a point on the defendant's west property line which point is on the section line common to Sections 17 and 28, north 14 degrees 38 minutes 31 seconds east a distance of 108.57 feet from the center line of State Project No. 426-01-02 at Highway Survey Station 82+50.24, and proceed along the arc of a curve to the right (said curve having a radius of 17,438.74 feet, the long chord of which bears south 50 degrees 51 minutes 09 seconds east a

distance of 1011.35 feet) a distance of 1011.49 feet to a point; thence south 49 degrees 11 minutes 19 seconds east a distance of 1,615.68 feet to a point and corner; thence north 40 degrees 48 minutes 41 seconds east a distance of 50 feet to a point and corner; thence south 53 degrees 56 minutes 21 seconds east a distance of 326.02 feet to a point; thence along the arc of a curve to the left (said curve having a radius of 1,764.86 feet, the long chord of which bears south 62 degrees 52 minutes 31 seconds east a distance of 835.17 feet) a distance of 843.17 feet to a point; thence south 76 degrees 33 minutes 42 seconds east a distance of 556.92 feet to a point and corner; thence south 1 degree 43 minutes 16 seconds west along the defendant's east property line which line is the section line common to Sections 11 and 14 a distance of 941.40 feet to a point and corner; thence north 49 degrees 11 minutes 19 seconds west along the northeasterly Right of Way line of the Texas and Pacific Railroad a distance of 3,840.19 feet to a point; thence along the arc of a curve to the left (said curve having a radius of 17,238.74 feet, the long chord of which bears north 50 degrees 42 minutes 36 seconds west a distance of 915.43 feet) a distance of 915.54 feet to a point and corner; thence north 14 degrees 38 minutes 31 seconds east along the defendant's west property line a distance of 217.25 feet to the point of beginning.

PARCEL NO. 8-1:

REQUIRED IN FULL OWNERSHIP

Commence at a point on the defendant's east property line which point is the point of intersection of the southwesterly Right of Way line of the Texas and Pacific Railroad and the section line common to Sections 11 and 14, and proceed south 1 degree 43 minutes 16 seconds west a distance of 96.63 feet to a point and corner; thence north 49 degrees 11 minutes 19 seconds west a distance of 2,366.68 feet to a point and corner; thence north 40 degrees 48 minutes 41 seconds east a distance of 75 feet to a point and corner; thence south 49 degrees 11 minutes 19 seconds east along the southwest Right of Way line of the Texas and Pacific Railroad a distance of 2,305.75 feet to the point of beginning.

PARCEL NO. 7-1-C-1:REQUIRED FOR A TEMPORARY SERVITUDE OF  
RIGHT OF WAY FOR CONSTRUCTION PURPOSES

Commence at a point on the defendant's westerly property line which point is on the section line common to Sections 17 and 28, north 14 degrees 38 minutes 31 seconds east a distance of 108.57 feet from the center line of State Project No. 426-01-02 at Highway Survey Station 82+50.24. and proceed along the arc of a curve to the right (said curve having a radius of 17,438.74 feet, the long chord of which bears south 50 degrees 51 minutes 09 seconds east a distance of 1,011.35 feet) a distance of 1,011.49 feet to a point; thence south 49 degrees 11 minutes 19 seconds east a distance of 1,615.68 feet to a point and corner; thence north 40 degrees 48 minutes 41 seconds east a distance of 50 feet to a point and corner; thence north 49 degrees 11 minutes 19 seconds west a distance of 1,615.68 feet to a point; thence along the arc of a curve to the left (said curve having a radius of 17,488.74 feet, the long chord of which bears north 50 degrees 53 minutes 05 seconds west a distance of 1,035.28 feet) a distance of 1,035.45 feet to a point and corner; thence south 14 degrees 38 minutes 31 seconds west along the defendant's westerly property line a distance of 54.24 feet to the point of beginning.

PARCEL NO. 7-1-D-1:REQUIRED FOR A PERMANENT SERVITUDE OF DRAIN

Commence at a point on the northeasterly required Right of Way line of State Project No. 426-01-02, which point is along the arc of a curve to the left (said curve having a radius of 1764.86 feet, the long chord of which bears south 53 degrees 24 minutes 17 seconds east a distance of 259.50 feet) a distance of 259.73 feet from a point 145 feet from the center line of State Project No. 426-01-02, at Highway Survey Station 111+24.90, and proceed north 7 degrees 23 minutes 41 seconds east a distance of 40.83 feet to a point and corner; thence south 82 degrees 36 minutes 19 seconds east a distance of 50 feet to a point and corner; thence

south 7 degrees 23 minutes 41 seconds west a distance of 63.19 feet to a point and corner; thence along the arc of a curve to the right (said curve having a radius of 1,764.86 feet, the long chord of which bears north 58 degrees 30 minutes 36 seconds west a distance of 54.77 feet) a distance of 54.77 feet to the point of beginning.

PARCEL NO. 7-1-D-2:

REQUIRED FOR A PERMANENT SERVITUDE OF DRAIN

Commence at a point on the defendant's westerly property line which point is north 1 degree 43 minutes 16 seconds east a distance of 941.40 feet from the intersection of the section line common to Sections 11 and 14, and the northeast Right of Way line of the Texas-Pacific Railroad, and proceed north 76 degrees 33 minutes 42 seconds west a distance of 15.32 feet to a point and corner; thence north 1 degree 43 minutes 16 seconds east a distance of 50 feet to a point and corner; thence south 76 degrees 33 minutes 42 seconds east a distance of 15.32 feet to a point and corner; thence south 1 degree 43 minutes 16 seconds west a distance of 50 feet to the point of beginning.

Being portions of the same property acquired by the defendant by act recorded in Book 111, Folio 373 of the Conveyance Records of the Parish of Ascension, State of Louisiana.

(The appearer further declared that there is annexed to plaintiff's original petition in said cause a right of way map for said project, marked "Exhibit P-3," which right of way map shows said tracts or parcels of land.

The appearer further declared that by an order of the Court signed herein, the full ownership of the tracts or parcels of land described hereinabove as Parcel Nos. 7-1 and 8-1, subject to the mineral reservation set forth hereinabove, and a temporary servitude of right of way for construction purposes on, over and across the land described hereinabove as Parcel No. 7-1-C-1, and a permanent servitude of drain on, over and across the property described hereinabove

as Parcel Nos. 7-1-D-1 and 7-1-D-2, was expropriated and taken for highway purposes upon the deposit by the plaintiff in said cause in the registry of said Court of the sum of Seventy-seven Thousand Nine Hundred Ninety-five and No/100 Dollars (\$77,995.00).

The appearer further declared that in accordance with said order of Court, the Department of Highways, in behalf of the State of Louisiana, and of itself, has this day paid into the registry of said Court the sum of Seventy-seven Thousand Nine Hundred Ninety-five and No/100 Dollars (\$77,995 in cash, lawful current money of the United States of America by delivering said sum to the said Kermit A. Bourque, Clerk of Court for the Parish of Ascension, and said appearer hereby acknowledges receipt of said sum and declares that he has placed the same in the registry of said Court.

THUS DONE, READ AND PASSED at my office in the City of Donaldsonville, Parish of Ascension, State of Louisiana, in the presence of Barbara R. Theriot and Concetta S. Sinino, competent witnesses, who have hereunto signed their names with the appearer and me, said Notary, the day, month and year first above written.

WITNESSES:

Barbara R. Theriot

Concetta S. Sinino

Kermit A. Bourque  
KERMIT A. BOURQUE  
CLERK OF COURT

Philip Matas  
DEPUTY CLERK OF COURT AND EX-OFFICIO NOTARY PUBLIC

Recorded from the original on file this the 23rd day of December, 1968.  
*Kermit A. Bourque*  
KERMIT HART BOURQUE  
CLERK AND RECORDER

**FILED**

DEC 23 1968

Philip Matas  
by CLERK OF COURT

**FILED**

MAR 10 1969

Philip Matas  
by CLERK OF COURT

DEC 23 1969 103292

STATE OF LOUISIANA, THROUGH  
THE DEPARTMENT OF HIGHWAYS,

NUMBER 15,533

23RD JUDICIAL DISTRICT COURT

VS.

PARISH OF ASCENSION

C. SCHEXNAYDER, INC.

STATE OF LOUISIANA

ORDER OF EXPROPRIATION

The petition, exhibits and the premises considered:

IT IS HEREBY ORDERED that the plaintiff, the State of Louisiana, through the Department of Highways, do deposit in the registry of this Court, for the use and benefit of the person or persons entitled thereto, the sum of Seventy-seven Thousand Nine Hundred Ninety-five and No/100 Dollars (\$77,995.00).

AND IT IS HEREBY FURTHER ORDERED that the full ownership of the tracts or parcels of land described hereinafter as Parcel Nos. 7-1 and 8-1, subject to the reservation in perpetuity in favor of C. SCHEXNAYDER, INC, of all oil, gas or other minerals located under the property described hereinafter or the royalties therefrom, in accordance with R. S. 9:5806, as amended (Act 278 of 1958), and subject to any existing oil, gas or mineral reservation or to any existing oil, gas or mineral lease, and a temporary servitude of right of way on, over and across the tract or parcel of land hereinafter described as Parcel No. 7-1-C-1 during the period of construction of the hereinafter described project, and a permanent servitude of drain on, over and across the property described hereinafter as Parcel Nos. 7-1-D-1 and 7-1-D-2, are expropriated and taken for highway purposes as of the time of such deposit, according to law, for the Donaldsonville-Sunshine

FILED

DEC 23 1969

*Philip Matassa*  
By, CLERK OF COURT

FILED

MAR 10 1969

*Philip Matassa*  
By, CLERK OF COURT

DEC 23 1969 10329

STATE OF LOUISIANA, THROUGH  
THE DEPARTMENT OF HIGHWAYS,

NUMBER 15,533  
23RD JUDICIAL DISTRICT COURT

VS.

PARISH OF ASCENSION

C. SCHEXNAYDER, INC.

STATE OF LOUISIANA

ORDER OF EXPROPRIATION

The petition, exhibits and the premises considered:

IT IS HEREBY ORDERED that the plaintiff, the State of Louisiana, through the Department of Highways, do deposit in the registry of this Court, for the use and benefit of the person or persons entitled thereto, the sum of Seventy-seven Thousand Nine Hundred Ninety-five and No/100 Dollars (\$77,995.00).

AND IT IS HEREBY FURTHER ORDERED that the full ownership of the tracts or parcels of land described hereinafter as Parcel Nos. 7-1 and 8-1, subject to the reservation in perpetuity in favor of C. SCHEXNAYDER, INC, of all oil, gas or other minerals located under the property described hereinafter or the royalties therefrom, in accordance with R. S. 9:5806, as amended (Act 278 of 1958), and subject to any existing oil, gas or mineral reservation or to any existing oil, gas or mineral lease, and a temporary servitude of right of way on, over and across the tract or parcel of land hereinafter described as Parcel No. 7-1-C-1 during the period of construction of the hereinafter described project, and a permanent servitude of drain on, over and across the property described hereinafter as Parcel Nos. 7-1-D-1 and 7-1-D-2, are expropriated and taken for highway purposes as of the time of such deposit, according to law, for the Donaldsonville-Sunshine

**FILED**

**FILED**

DEC 23 1969

MAR 10 1969

*Philip Matassa*  
By, CLERK OF COURT

*Philip Matassa*  
By, CLERK OF COURT

Bridge Highway, and its appurtenances, on State Route La 3089, being State Project No. 426-01-02, Federal Aid Project No. US-S-610(5), said tracts or parcels of land being described as follows, to-wit:

Five (5) certain tracts or parcels of land together with all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining situated in Sections 28, 16, 15 and 14, Township 11 South, Range 15 East, Southeastern Land District, West of the Mississippi River, Ascension Parish, Louisiana, and designated as Parcels 7-1, 8-1, 7-1-C-1, 7-1-D-1 and 7-1-D-2 on a white print of a plat of survey by Joffrion and Spell, Consulting Engineers, dated February, 1967, annexed to the above numbered and entitled suit, said tracts or parcels of land being outlined in red and being more particularly described in accordance with said plat of survey as follows, to-wit:

PARCEL NO. 7-1:

REQUIRED IN FULL OWNERSHIP

Commence at a point on the defendant's west property line which point is on the section line common to Sections 17 and 28, north 14 degrees 38 minutes 31 seconds east a distance of 108.57 feet from the center line of State Project No. 426-01-02 at Highway Survey Station 82+50.24, and proceed along the arc of a curve to the right (said curve having a radius of 17,438.74 feet, the long chord of which bears south 50 degrees 51 minutes 09 seconds east a distance of 1011.35 feet) a distance of 1011.49 feet to a point; thence south 49 degrees 11 minutes 19 seconds east a distance of 1,615.68 feet to a point and corner; thence north 40 degrees 48 minutes 41 seconds east a distance of 50 feet to a point and corner; thence south 53 degrees 56 minutes 21 seconds east a distance of 326.02 feet to a point; thence along the arc of a curve to the left (said curve having a radius of 1,764.86 feet, the long chord of which bears south 62 degrees 52 minutes 31 seconds east a distance of 835.17 feet) a distance of 843.17 feet to a point; thence south 76 degrees 33 minutes 42 seconds east a distance of 556.92 feet to a point and corner; thence south 1 degree 43 minutes 16 seconds west along the defendant's

east property line which line is the section line common to Sections 11 and 14 a distance of 941.40 feet to a point and corner; thence north 49 degrees 11 minutes 19 seconds west along the northeasterly Right of Way line of the Texas and Pacific Railroad a distance of 3,840.19 feet to a point; thence along the arc of a curve to the left (said curve having a radius of 17,238.74 feet, the long chord of which bears north 50 degrees 42 minutes 36 seconds west a distance of 915.43 feet) a distance of 915.54 feet to a point and corner; thence north 14 degrees 38 minutes 31 seconds east along the defendant's west property line a distance of 217.25 feet to the point of beginning.

PARCEL NO. 8-1:

REQUIRED IN FULL OWNERSHIP

Commence at a point on the defendant's east property line which point is the point of intersection of the southwesterly Right of Way line of the Texas and Pacific Railroad and the section line common to Sections 11 and 14, and proceed south 1 degree 43 minutes 16 seconds west a distance of 96.63 feet to a point and corner; thence north 49 degrees 11 minutes 19 seconds west a distance of 2,366.68 feet to a point and corner; thence north 40 degrees 48 minutes 41 seconds east a distance of 75 feet to a point and corner; thence south 49 degrees 11 minutes 19 seconds east along the southwest Right of Way line of the Texas and Pacific Railroad a distance of 2,305.75 feet to the point of beginning.

PARCEL NO. 7-1-C-1:

REQUIRED FOR A TEMPORARY SERVITUDE OF RIGHT OF WAY FOR CONSTRUCTION PURPOSES

Commence at a point of the defendant's westerly property line which point is on the section line common to Sections 17 and 28, north 14 degrees 38 minutes 31 seconds east a distance of 108.57 feet from the center line of State Project No. 426-01-02 at Highway Survey Station 82+50.24, and proceed along the arc of a curve to the right (said curve having a radius of 17,438.74 feet, the long chord of which bears south 50 degrees 51 minutes 09 seconds east a distance of 1,011.35 feet) a distance of 1,011.49 feet to a point; thence

south 49 degrees 11 minutes 19 seconds east a distance of 1,615.68 feet to a point and corner; thence north 40 degrees 48 minutes 41 seconds east a distance of 50 feet to a point and corner; thence north 49 degrees 11 minutes 19 seconds west a distance of 1,615.68 feet to a point; thence along the arc of a curve to the left (said curve having a radius of 17,488.74 feet, the long chord of which bears north 50 degrees 53 minutes 05 seconds west a distance of 1,035.28 feet) a distance of 1,035.45 feet to a point and corner; thence south 14 degrees 38 minutes 31 seconds west along the defendant's westerly property line a distance of 54.24 feet to the point of beginning.

PARCEL NO. 7-1-D-1:

REQUIRED FOR A PERMANENT SERVITUDE OF DRAIN

Commence at a point on the northeasterly required Right of Way line of State Project No. 426-01-02, which point is along the arc of a curve to the left (said curve having a radius of 1764.86 feet, the long chord of which bears south 53 degrees 24 minutes 17 seconds east a distance of 259.50 feet) a distance of 259.73 feet from a point 145 feet from the center line of State Project No. 426-01-02, at Highway Survey Station 111+24.90, and proceed north 7 degrees 23 minutes 41 seconds east a distance of 40.83 feet to a point and corner; thence south 82 degrees 36 minutes 19 seconds east a distance of 50 feet to a point and corner; thence south 7 degrees 23 minutes 41 seconds west a distance of 63.19 feet to a point and corner; thence along the arc of a curve to the right (said curve having a radius of 1,764.86 feet, the long chord of which bears north 58 degrees 30 minutes 36 seconds west a distance of 54.77 feet) a distance of 54.77 feet to the point of beginning.

PARCEL NO. 7-1-D-2:

REQUIRED FOR A PERMANENT SERVITUDE OF DRAIN

Commence at a point on the defendant's westerly property line which point is north 1 degree 43 minutes 16 seconds east a distance of 941.40 feet from

the intersection of the section line common to Sections 11 and 14, and the northeast Right of Way line of the Texas-Pacific Railroad, and proceed north 76 degrees 33 minutes 42 seconds west a distance of 15.32 feet to a point and corner; thence north 1 degree 43 minutes 16 seconds east a distance of 50 feet to a point and corner; thence south 76 degrees 33 minutes 42 seconds east a distance of 15.32 feet to a point and corner; thence south 1 degree 43 minutes 16 seconds west a distance of 50 feet to the point of beginning.

Being portions of the same property acquired by the defendant by act recorded in Book 111, Folio 373 of the Conveyance Records of the Parish of Ascension, State of Louisiana.

AND IT IS HEREBY FURTHER ORDERED that the defendant, C. SCHEXNAYDER, INC., vacate the above described tracts or parcels of land and surrender possession thereof unto the plaintiff immediately after being served with notice of this suit.

Donaldsonville, Louisiana, this 7<sup>th</sup> day of ~~February~~ <sup>March</sup>,

*Leon J. Piquero*  
\_\_\_\_\_  
JUDGE, TWENTY-THIRD JUDICIAL DISTRICT COURT

**FILED**

DEC 23 1969

*Philip Matassa*  
\_\_\_\_\_  
By. CLERK OF COURT

**FILED**

MAR 10 1969

*Philip Matassa*  
\_\_\_\_\_  
By. CLERK OF COURT

Recorded from the original on file this the 23<sup>rd</sup> day of December,

*Kermit Hart Bourque*  
\_\_\_\_\_  
KERMIT HART BOURQUE  
CLERK AND RECORDER

RIGHT-OF-WAY AGREEMENT

RECEIVED  
1230 AUG -1 PM 4:41

STATE OF LOUISIANA ) 76250  
PARISH OF ASCENSION)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, C. SCHEXNAYDER INC., a Louisiana corporation, doing business in the State, domiciled in Donaldsonville, Louisiana, herein represented by Raymond B. Gautreau, its President, duly authorized by resolution of the Board of Directors, a copy of which is attached hereto and made a part hereof (hereinafter sometimes referred to as Grantor), for and in consideration of One Thousand and No/100 Dollars and OVC (\$1,000.00 & OVC), cash in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant, bargain, sell and convey unto International Minerals & Chemical Corporation (Chicago, Illinois) and Ashland Oil, Inc. (Ashland, Kentucky) herein represented by Roger E. Secrist and Robert T. McGowan their duly authorized representatives (hereinafter sometimes referred to as Grantee), a right-of-way, and easement, to construct, lay maintain, operate, repair, replace and remove one (1) pipeline not exceeding eight (8) inches in size for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through a pipeline, provided same be no more poisonous or explosive than propane-ethane gas, under, through and across the following property situated in the Parish of Ascension, State of Louisiana, to wit:

A certain parcel of real estate situated in the Parish of Ascension, State of Louisiana, on the right descending bank of the Mississippi River, and being designated as Sections 72 and 73, Township 11 South, Range 15 East.

I.

The route of said pipeline is shown in red on the plat attached hereto, made a part hereof and marked Exhibit "A" for identification herewith. The right-of-way granted herein shall be sixty feet (60') in width during construction, replacement and removal of said pipeline, and upon completion of construction or

replacement, same shall be reduced to ten feet (10'), being five feet (5') on each side of the pipeline from the center of the pipe. ~~The location of said right-of-way, during construction and after construction shall be located immediately adjacent to the southern boundary of an existing Tensas pipeline right-of-way across Grantor's property.~~ <sup>1915</sup>

II.

There shall be no surface or above ground installations or appurtenances incident to said pipeline, including, but not limited to, fittings, tie overs, valves, corrosive control equipment or cathodic protection leads, except Grantee may install such marks and vents as it may deem necessary for the efficient operation and protection of the pipeline.

III.

Grantee hereby agrees to bury the pipeline to a depth of thirty-six inches (36") below the surface of the land from the top of the pipe, and agrees to pay for any damage to the right-of-way or to Grantor's other property which may arise from the construction, maintenance, operation, repair, removal and replacement of the pipeline. Further, Grantee agrees to bury said pipeline under all irrigation canals and laterals, drainage ditches and road beds crossing the right-of-way, not less than five feet (5') below the lowest point of each crossing, and to backfill with shell at Grantee's expense all turnrows, main rows, roads and headlands.

IV.

It is anticipated that there will not be any damages to the property lying outside of the right-of-way granted herein. However, the parties do hereby agree that should there be any off right-of-way damages, then said damages are hereby fixed at the sum of Ten thousand and no/100 Dollars (\$10,000.00) per acre.

V.

Lessee agrees that it will clear the right-of-way of all trees, brush and shrubs and destroy or remove same. Lessee further agrees that any merchantable lumber will be stacked on the edge of the right-of-way.

VI.

Lessee further agrees that the pipe for this pipeline, shall be laid in a dry trench. Lessee also agrees that the field drainage of Lessor's other property and through and over this right-of-way shall be kept open at all times.

VII.

In the event Grantor deepens or widens or otherwise improves the existing irrigation and drainage facilities crossing said right-of-way, or constructs new irrigation or drainage facilities across same, Grantee shall lower the pipeline, at its own expense, to not less than five feet (5') below the lowest point of such facility. Further, Grantor shall have the right to construct a road or roads and a bridge or bridges across said right-of-way and to fully use and enjoy the premises, except for the purpose herein granted; provided that Grantor's use shall not unreasonably interfere with the use by Grantee, and provided that Grantor shall not construct or permit to be constructed any building on or over or that will interfere with the construction, operation, maintenance or replacement of the pipeline.

VIII.

This right-of-way is granted subject and subordinate to any existing oil, gas and mineral lease or leases, and to all existing servitudes, mortgages, judgements and any other contracts affecting said right-of-way. Grantor shall have the right to grant additional rights-of-way, easements and servitudes across the right-of-way herein granted, provided such additional grants do not interfere with and impede Grantee's exercise of the rights herein granted. If any road, railroad or similar facility is constructed across said right-of-way and it becomes necessary for Grantee to expend monies to protect its pipeline or to repair same, Grantee shall be entitled to receive reimbursement from the party installing such facility for the cost of such work on and damages to Grantee's pipeline unless such other facility is installed by Grantor or on its behalf.

IX.

In the event Grantor, or any person, firm or corporation lawfully claiming under Grantor by deed, lease or contract, shall make a final good faith decision to construct or erect an industrial or commercial installation on the area covered by this right-

of-way, and the pipeline interferes with such installation, then the pipeline or any part thereof which interferes with such installation shall be relocated or altered in such manner that it will not so interfere, and Grantor agrees that Grantee may relocate or alter such pipeline or part thereof to accomplish such purpose. If it becomes necessary to relocate or alter said pipeline as provided herein, Grantor shall provide, as a condition precedent thereto, free of additional cost to Grantee, the necessary right-of-way over other property required therefor, as well as the necessary right of ingress and egress to accomplish any such relocation. After such relocation or alteration, all of the provisions of this agreement shall be deemed to apply to the pipeline as relocated or altered. If any such commercial or industrial facility is constructed across said right-of-way and it becomes necessary for Grantee to expend monies to alter or relocate its pipeline, Grantee shall be entitled to receive reimbursement from the party installing such facility for the cost of such work on and damages to Grantee's pipeline unless such facility is installed by Grantor or on its behalf.

Grantee assumes and agrees to pay for all loss or damages, including but not limited to damages to timber, fences, growing crops, roads and other property, installations or improvements of Grantor, and to indemnify and hold Grantor harmless against any loss or liability for or on account of injury to (including death of) persons or damage to property, including costs incident thereto arising out of the existence, construction, maintenance, operation, repair, use, replacement or removal of said pipeline or any defect therein or failure thereof.

X

It is understood and agreed that this agreement shall be null and void and of no effect if Grantee shall fail to construct and complete said pipeline and put same into operation within two (2) years from the date hereof provided that the date shall be extended for the entire period of delay or suspension caused by inability to secure proper or necessary supplies, and by reason of strikes, labor troubles, riots, governmental regulations, force majeure, Acts of God and other causes beyond Grantee's reasonable control. It is further understood and agreed that if, after

765

construction, said pipeline should cease to be used for a period of twelve (12) consecutive months, or if said pipeline should be used for any purpose not herein contemplated; then this agreement shall become null and void, and all rights vested in Grantee hereunder shall ipso facto cease, terminate and be forfeited, without any demand or putting in default. In the event this agreement becomes void or is forfeited or terminated as hereinabove provided, Grantee shall, within one hundred twenty (120) days thereafter, remove said pipeline from the right-of-way. Failure to remove same within said period shall operate as an abandonment on the part of Grantee of any claim whatsoever to said pipeline on Grantor's property. In case of such removal, Grantee shall fill, pack and land level the area, and shall be liable for any damages caused by such removal.

XI.

This right-of-way is granted without any warranty or recourse whatsoever, even for the return of any cash consideration received. The rights herein granted shall not vest in or be construed to vest in Grantee any right, title or interest in and to the surface (other than the servitude herein specifically provided) or to any minerals or mineral rights, in, on, under or that may be produced from said right-of-way.

XII.

The right-of-way herein granted may not be sold, assigned or sublet by Grantee without the prior written consent of Grantor. This prohibition, however, shall not apply to any transfers to any subsidiary or affiliate corporation of Grantee, or to any assignment made pursuant to any plan or reorganization of Grantee, or to any partial assignment of said right-of-way or pipeline to a third party wherein Grantee retains a minimum of a 50% interest in said right-of-way or pipeline.

XIII

It is mutually understood and agreed that this instrument, as written, covers all of the agreements and stipulations between the parties, and that no representations or statements, oral or written, have been made which modify, add to or change the terms hereof.

XIV.

Any notice or other communication given under or with respect to this right-of-way shall be given by registered mail or telegram addressed as follows:

C. Schexnayder, Inc.  
c/o Raymond B. Gautreau  
Attorney at law  
P.O. Box 426  
Donaldsonville, LA 70346

Ashland Oil, Inc. or International Minerals & Chemical Corporation  
c/o Allemania Chemical Company  
P.O. Box 712  
Plaquemine, LA 70764

IN WITNESS WHEREOF, the parties hereto have affixed their signature on this 15 day of July, 1980, in the presence of the undersigned competent witnesses.

WITNESSES:

Ingrace J. Gueary  
Betty C. Sweet

Mami Y. Hunt  
Martin B. Chas  
Harold H. Kider

Robert K. Kalfus  
[Signature]

C. SCHEXNAYDER, INC.

BY [Signature]

INTERNATIONAL MINERALS & CHEMICAL CORPORATION

BY [Signature]  
Vice President

ASHLAND OIL, INC.

BY [Signature]  
Exec. Vice President

RKE  
MTC  
RHC

STATE OF LOUISIANA

PARISH OF Ascension

SS

On this 15 day of July, 1980, before me appeared Raymond B. Gaudreau, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of C. Schexnayder Inc., and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Raymond B. Gaudreau, acknowledged said instrument to be the free act and deed of said corporation.

Kathleen A. Long  
Notary Public

FOR LIFE  
My commission expires



STATE OF ILLINOIS

COUNTY OF COOK

SS

On this 17th day of July, 1980, before me appeared Roger E. Secrist to me personally known, who being by me duly sworn, did say that he is the Vice President of INTERNATIONAL MINERALS & CHEMICAL CORPORATION and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Roger E. Secrist acknowledged said instrument to be the free act and deed of said corporation.

Maeve J. Chase  
Notary Public

My Commission Expires February 8, 1984  
My commission expires



STATE OF KENTUCKY

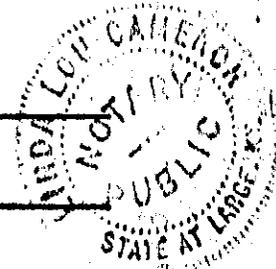
COUNTY OF GREENUP

SS

On this 10th day of July, 1980, before me appeared Robert T. McCowan, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice President of ASHLAND OIL, INC., and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Robert T. McCowan acknowledged said instrument to be the free act and deed of said corporation.

Linda L. Cameron  
Notary Public

June 29, 1981  
My commission expires



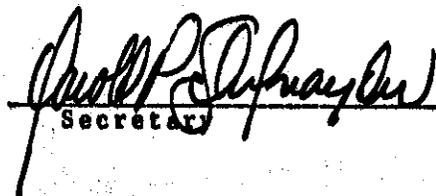
RESOLUTION

BE IT RESOLVED by the Board of Directors of C. Schexnayder, Inc. that said corporation grant a pipeline right-of-way to International Minerals & Chemical Corporation (Chicago, Illinois) and Ashland Oil, Inc. (Ashland, Kentucky) through its property located in Section 72 and 73, Township 11 South, Range 15 East, Ascension Parish, Louisiana, under such terms and conditions as the president of this corporation deems best.

BE IT FURTHER RESOLVED that the President hereof be and he is hereby authorized, empowered and directed to represent said corporation and to do any and all things necessary towards this end.

CERTIFICATE

I, Harold Schexnayder, do hereby certify that I am the duly elected and qualified secretary of C. Schexnayder, Inc. and that the above resolution was unanimously adopted by the Board at a regular meeting held on June 25, 1980, at which a quorum was present.

  
Secretary

SECTIONS 72 & 73, T11S-R15E

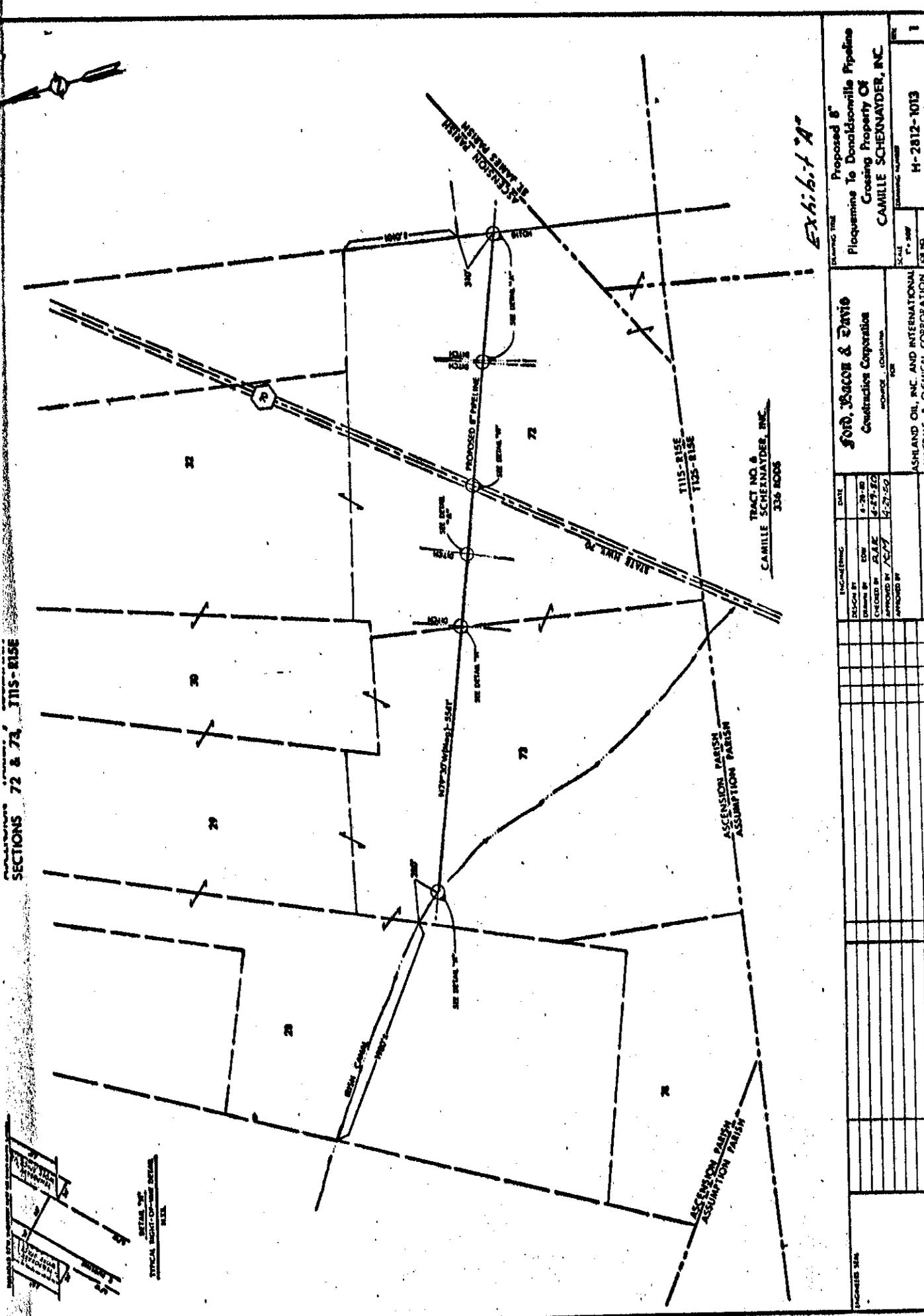


Exhibit A

ENGINEER'S SIGN _____ DATE 8-27-80		PROPOSED PIPELINE Proposed 8" Plaquemine to Donaldsonville Pipeline Crossing Property Of CAMILLE SCHEKNAYDER, INC.		SCALE 1" = 500' SHEET NO. 1
DESIGN BY DWG CHECKED BY PLK APPROVED BY JCS		FORD, SACON & DAVIS Civil Engineers Corporation MOBILE, LOUISIANA		PROJECT NUMBER H-2812-1013
TITUS-R15E T11S-R15E T12S-R15E		TRACT NO. 6 CAMILLE SCHEKNAYDER, INC. 336 8006		ASHLAND OIL, INC AND INTERNATIONAL MINERALS & CHEMICAL CORPORATION

770

Recorded from the original on file this the 1st day of AUGUST 1980  
 KERRITT HART BOHANNON  
 CLERK AND RECEIPTS

223704

RESTRICTION ON MINERAL DEVELOPMENT

STATE OF LOUISIANA  
PARISH OF IBERVILLE  
BY: HAROLD P. SCHEXNAYDER  
TO: ASCENSION PARISH SCHOOL BOARD

RECEIVED  
HART BOBBLE  
CLERK OF COURT  
JUL 18 '85

BY *M. D. Marino*  
DY. CLERK OF COURT

BE IT KNOWN, That on this 12 day of July, 1985, before me, the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

HAROLD P. SCHEXNAYDER:

who declared and acknowledged as follows:

1. C. Schexnayder, Inc. is the owner of the following described property which it has agreed to sell, or has sold, to the Ascension Parish School Board for the sum of \$240,000.00 cash:

A certain tract or parcel of land, together with all buildings and improvements thereon or thereto belonging, including all rights, ways, servitudes and advantages, situated in Section 16 and 17, Township 11 South, Range 15 East, SED, West of Mississippi River, Ascension Parish, Louisiana, containing twelve (12) acres, and being designated as "TRACT A" on the map of survey by W. J. Cointment, Registered Land Surveyor, dated June 19, 1985, attached hereto and made part hereof. Said Tract A being more fully described on said map as being a parallelogram and fronting 626.13 feet on Louisiana 3089 by a depth of 917.58 feet between equal and parallel lines.

Being part of the same property acquired by Seller by Act of Sale with Assumption of Mortgage dated January 13, 1956, recorded in COB 111, Folio 373, Original 46215 of Ascension Parish records.

2. There is of record in the chain of title to said property a mineral reservation or other mineral interest in favor of appearer.

3. That for and in consideration of the purchase price paid or to be paid by the Ascension Parish School Board to C. Schexnayder, Inc., and other good and valuable consideration, the receipt and adequacy of which is acknowledged, appearer does by these presents agree that appearer will not execute, grant, sign, agree or consent to any oil, gas or other mineral lease affecting the above described property unless said lease shall contain an express prohibition against any surface operations of any kind upon the property hereinabove described, this agreement to be binding upon appearer and his or her heirs, successors and assigns. Appearer further agrees

that any oil, gas or other mineral lease hereafter executed by appearer affecting the hereinabove described property which does not contain such a prohibition against surface operations shall be null and void as to the Ascension Parish School Board, its successors and assigns, and shall grant or convey no surface rights whatsoever.

THUS DONE AND SIGNED on the date above written in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

Chuck A. Schexnayder

Harold P. Schexnayder  
Harold P. Schexnayder

Lucille L. Schexnayder

[Signature]  
NOTARY PUBLIC

State of Louisiana - Parish of Ascension  
I hereby certify that the foregoing was received,  
filed and recorded in Book of Convey  
No. 387 July 1985  
the 18 day of July 1985  
[Signature]  
Clerk And Recorder

626

Recorded from the original on file this the 18th day of July, 1985.

Hermit Hart Bourgeois  
CLERK OF COURT & RECORDER, ASCENSION PARISH, LA.



Orig. \_\_\_\_\_ Title \_\_\_\_\_

**CASH SALE  
STATE OF LOUISIANA**

On this 16th day of July Form 90A  
223719

before me, a Notary Public for the Parish of Ascension

and in the presence of the subscribing witnesses, personally appeared:

**C. SCHEXNAYDER, INC.**, a Louisiana corporation, domiciled LA  
the Parish of Ascension, State of Louisiana, represented herein by  
Thomas A. Schexnayder, President, by virtue of a Stockholders Resolution  
attached hereto,

BY M. Dinning  
DY:

herein called SELLER, resident \_\_\_\_\_ of and domiciled in \_\_\_\_\_, the Parish and State aforesaid,  
whose permanent mailing address is declared to be \_\_\_\_\_

who declared that for the price of TWO HUNDRED FORTY THOUSAND AND NO/100 (\$240,000.00)-- 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:

**ASCENSION PARISH SCHOOL BOARD**, represented herein by **A. J. Nickens**,  
President, duly authorized,

herein called BUYER, resident \_\_\_\_\_ of and domiciled in Donaldsonville, the Parish and State aforesaid,  
whose permanent mailing address is declared to be P. O. Box 189, Donaldsonville, Louisiana 70346

the following described property the possession and delivery of which BUYER acknowledges:

A certain tract or parcel of land, together with all buildings and  
improvements thereon or thereto belonging, including all rights,  
ways, servitudes and advantages, situated in Section 16 and 17,  
Township 11 South, Range 15 East, SED, West of Mississippi River,  
Ascension Parish, Louisiana, containing twelve (12) acres, and  
being designated as "TRACT A" on the map of survey by W. J.  
Cointment, Registered Land Surveyor, dated June 19, 1985, attached  
hereto and made part hereof. Said Tract A being more fully des-  
cribed on said map as being a parallelogram and fronting 626.13  
feet on Louisiana 3089 by a depth of 917.58 feet between equal and  
parallel lines.  
Being part of the same property acquired by Seller by Act of Sale  
with Assumption of Mortgage dated January 13, 1956, recorded in  
COB 111, Folio 373, original 46215 of Ascension Parish records.

2000 11 20

Taxes for the current year ~~(have been)~~ (will be) paid ~~in proportion to~~ pro-rated ~~by SELLER~~  
All parties signing the within 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 the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

The certificate of mortgages required by Article 3364 of the Revised Civil Code of Louisiana is dispensed with by the parties. Certificates are annexed showing that taxes assessed against the property have been paid. U. S. Internal Revenue stamps are affixed in the amount of \$ none.

Done and signed by the parties at my office in Gonzales, La. on the date first above written, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

Witnesses:

Lydia Bourque  
Lydia Bourque  
Linda Pierce  
Linda Pierce

C. SCHEXNAYDER, INC.

BY: Thomas A. Schexnayder  
Thomas A. Schexnayder, President

ASCENSION PARISH SCHOOL BOARD

BY: A. J. Mickens  
A. J. Mickens, President

Gordon R. Crawford  
Gordon R. Crawford Notary Public

FILED FOR RECORD \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M. Original \_\_\_\_\_  
Bundle \_\_\_\_\_

DULY RECORDED in Conveyance Book No. \_\_\_\_\_, Folio \_\_\_\_\_, of the records of the Parish of \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Dy. Clerk and Recorder,

Dy. Clerk and Recorder,

RESOLUTION

BE IT RESOLVED by the stockholders of C. Schexnayder, Inc., that said corporation sell to the Ascension Parish School Board, twelve (12) acres of land for the price of \$20,000.00 per acre, cash, which said tract of land is more particularly described as follows:

A certain tract or parcel of land, together with all buildings and improvements thereon or thereunto belonging, including all rights, ways, servitudes and advantages, situated in Section 16 and 17, Township 11 South, Range 15 East, SED, West of Mississippi River, Ascension Parish, Louisiana, containing twelve (12) acres, and being designated as "Tract A" on a map of survey by W. J. Cointment, Registered Land Surveyor, dated June 19, 1985, attached hereto and made part hereof. Said Tract A being more fully described on said map as being a parallelogram and fronting 626.13 feet on Louisiana Highway 3089 by a depth of 917.58 feet between equal and parallel lines.

Being part of the same property acquired by Seller by Act of Sale with Assumption of Mortgage dated January 13, 1956, recorded in COB 111, Folio 373, original 46215 of Ascension Parish records.

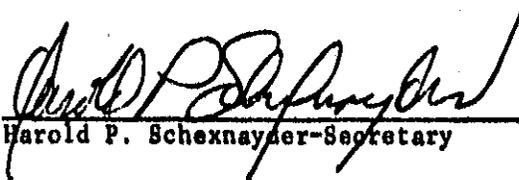
BE IT FURTHER RESOLVED that Thomas Schexnayder, President of the Corporation, be and he is hereby authorized, empowered and directed to act on behalf of the Corporation to accomplish this end and to do any and all things necessary in the premises.

CERTIFICATE

I, Harold Schexnayder, do hereby certify that I am the duly elected and Qualified Secretary of C. Schexnayder, Inc., and that the above and foregoing resolution was unanimously adopted by over 70% of the Stockholders of said corporation, as required by the Restated Articles of Incorporation, after proper notification to all stockholders.

Donaldsonville, Louisiana

June 25, 1985

  
Harold P. Schexnayder-Secretary

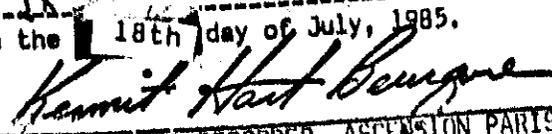
FOR MAP SEE ORIGINAL

was received.  
654  
83

656

Raymond B. Gautreau  
Attorney at Law  
P.O. Box 47  
Telephone 47  
Donaldsonville  
70346

Recorded from the original on file this the 18th day of July, 1985.

  
CLERK OF COURT & RECORDER, ASCENSION PARISH, LA.

**SERVITUDE AND RIGHT-OF-WAY**

**FROM: C. SCHEXNAYDER, INC. UNITED STATE OF AMERICA**  
**TO: CITY OF DONALDSONVILLE STATE OF LOUISIANA**  
**PARISH OF ASCENSION**

**BE IT KNOWN** that on this 23<sup>rd</sup> day of June, 1995,

**BEFORE ME, Charles S. Long, a Notary Public duly commissioned and qualified in and for the Parish of Ascension, State of Louisiana, therein residing and in the presence of the witnesses hereinafter named and undersigned:**

**PERSONALLY CAME AND APPEARED:**

**C. SCHEXNAYDER, INC., a Louisiana Corporation, domiciled in the Parish of Ascension, hereinafter represented by George J. Arceneaux, the duly authorized agent and Vice-President of this corporation, duly authorized to act herein, by virtue of a resolution of the Board of Directors of said corporation, a copy of which is attached hereto and made a part hereof, whose mailing address is declared to be P.O. Box 1676, Donaldsonville, Louisiana, 70346;**

hereinafter referred to as "GRANTOR", who declares that under the covenants, conditions and stipulations hereinafter recited, appearers do hereby grant, convey, transfer and deliver unto:

**CITY OF DONALDSONVILLE, a municipal subdivision of the State of Louisiana, herein represented by Bernard J. Francis, Mayor, duly authorized to act for an on behalf of said City, by virtue of a resolution of the Commission Council, a certified copy being hereto attached and made a part hereof, whose mailing address is declared to be, P.O. Box 470, Donaldsonville, Louisiana, 70346,**

hereinafter referred to as "GRANTEE", its assigns and transferee a servitude and a right-of-way, over and across the following described property to wit:

A certain tract or parcel of land located in Section 35 Township 11 South, Range 15 East, Assumption Parish and Section 73 Township 11 South, Range 14 East, Ascension Parish, and being more particularly described according to a plat of survey made by P. Daniel Wiggins, C.E. and R.L.S., dated April 29, 1981, made a part hereof by reference, as follows:

Commencing at a point on the western right-of-way line of Louisiana Hwy. 70, which point is the intersection of the Southwest corner of the property of Schexnayder, Inc., and the right-of-way of said Louisiana Hwy. 70 and running south 87 degrees 35 minutes 03 seconds, west a distance of 62.80 feet to a point. Thence running south 86 degrees 08 minutes 03 seconds west a distance of 89.58 feet to a point. Thence running north 74 degrees 46 minutes 55 seconds west, a distance of 185.35 feet, being the POINT OF

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NOTARY PUBLIC  
ASSUMPTION PARISH, LOUISIANA  
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CONVEYANCE PAGE  
BOOK 0544 115

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**BEGINNING; thence running on a line bearing North 74 degrees, 46 minutes 55 seconds west, a distance of 31.12 feet. Thence running on a line bearing North 59 degrees 38 minutes 24 seconds west a distance of 213.49 feet. Thence running on a line bearing south 77 degrees 20 minutes 00 seconds west a distance of 99.14 feet. Thence turning and running on a line bearing north 31 degrees 00 minutes 18 seconds west, a distance of 343.49 feet. Thence turning and running on a line bearing south 51 degrees 27 minutes 12 seconds east, a distance of 623.84 feet to the point and corner of beginning.**

**The servitude granted herein being 623.84 feet in length, more or less, and being a width of 50 feet; and after construction of the pipeline, the right-of-way is to revert to ten feet in width for the operation and maintenance of said pipeline, being five feet on each side of the centerline of the pipeline as constructed.**

**The purpose of this right-of-way and servitude is to allow access to the grantee to and from the property of grantor for the construction, maintenance, repair and replacement of a pipeline for the transmission of sewerage for disposal and/or treatment to said oxidation pond and for all allied and related uses thereto, and for the construction of a roadway for the passage of ingress and egress to Grantors property.**

**The Grantee shall be allowed to construct and maintain such necessary fences or gates at any entrance to the proposed road to be constructed in accordance with the servitude granted herein, and shall keep said gates locked, so as to deny use of said road to all persons other than those specifically authorized to use the same as grantors and grantees, employees and agents.**

**C. Schexnayder, Inc., shall not be responsible for any damage of any sort to any persons or property, however occasioned, and the City of Donaldsonville shall hold C. Schexnayder, Inc., harmless from any claims by or liability to third persons however arising out of grantees use of the servitude herein granted.**

**In the event grantor or any of its successors and assigns shall find it necessary to construct additional drainage facilities, canals, roads or bridges, or to enlarge or expand, existing drainage facilities, existing canals, roads and/or bridges are to develop and/or change the use of said property, and it is discovered that the existence of the pipeline to be constructed by the City of Donaldsonville, interferes in any way with any of the proposed changes of grantor or additional or revised**

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drainage, development of road or bridges or any of the use of the property, then, in that event, the City of Donaldsonville, upon receipt of 150 days of written notice, will lower or reposition the line as may be necessary so as not to interfere with any of the proposed projects of C. Schexnayder, Inc.

If, in the event, the City of Donaldsonville ceases to use the servitude and right-of-way described herein for the purpose as outlined herein for a period of twelve (12) months, said servitude and right-of-way shall expire and cease to exist reverting back to grantor herein.

THUS DONE AND PASSED in the City of Donaldsonville, Ascension Parish, Louisiana, on the day, month and year first above written in the presence of the two undersigned competent witnesses, who have hereunto signed their names with appearers and me, Notary Public, after due reading of the whole.

WITNESSES:

Cyrus Hales  
Jamie M. Latino

C. SCHEXNAYDER, INC

BY:

George J. Arceaux  
George J. Arceaux  
Vice-President

CITY OF DONALDSONVILLE

BY:

Bernard J. Francis  
Bernard J. Francis, Mayor

[Signature]  
Notary Public

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0544 117

**RESOLUTION OF C. SCHEXNAYDER, INC.**

The following is a resolution approved by the Board of Directors of C. Schexnayder, Inc., on the 23rd day of June, 1995.

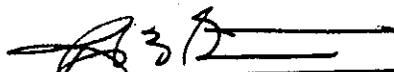
BE IT RESOLVED that George J. Arceneaux, the Vice-President of C. Schexnayder, Inc., is hereby authorized to sign on behalf of said Corporation all documents, papers and agreements necessary for the servitude and right-of-way of a certain parcel of land owned by said corporation described in exhibit "A" attached and made a part hereof to the City of Donaldsonville, Louisiana.

**CERTIFICATE**

I, Raymond Gautreau, do hereby certify that I am the duly elected secretary of C. Schexnayder, Inc., and the foregoing resolution was adopted by majority of the board of directors for this corporation at a vote taken on June 23, 1995.

This resolution has not been modified or rescinded and is still in force and effect.

Signed this 23rd day of June, 1995, in Donaldsonville, Louisiana.

  
Secretary, C. Schexnayder, Inc.

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EXHIBIT A

A certain tract or parcel of land located in Section 35 Township 11 South, Range 15 East, Assumption Parish, and Section 73 Township 11 South, Range 14 East, Ascension Parish, and being more particularly described according to a plat of survey made by P. Daniel Wiggins, C.E. and R.L.S., dated April 29, 1981, made a part hereof by reference, as follows:

Commencing at a point on the western right-of-way line of Louisiana Hwy. 70, which point is the intersection of the Southwest corner of the property of C. Schexnayder, Inc., and the right-of-way of said Louisiana Hwy. 70 and running south 87 degrees 35 minutes 03 seconds, west a distance of 62.80 feet to a point. Thence running south 86 degrees 08 minutes 03 seconds west a distance of 89.58 feet to a point. Thence running north 74 degrees 46 minutes 55 seconds west, a distance of 185.35 feet, being the POINT OF BEGINNING; thence running on a line bearing North 74 degrees, 46 minutes 55 seconds west, a distance of 31.12 feet. Thence running on a line bearing North 59 degrees 38 minutes 24 seconds west a distance of 213.49 feet. Thence running on a line bearing south 77 degrees 20 minutes 00 seconds west a distance of 99.14 feet. Thence turning and running on a line bearing north 31 degrees 00 minutes 18 seconds west, a distance of 343.49 feet. Thence turning and running on a line bearing south 51 degrees 27 minutes 12 seconds east, a distance of 623.84 feet to the point and corner of beginning.

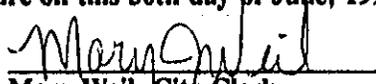
The servitude granted herein being 623.84 feet in length, more or less, and being a width of 50 feet; and after construction of the pipeline, the right-of-way is to revert to ten feet in width for the operation and maintenance of said pipeline, being five feet on each side of the centerline of the pipeline as constructed.

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On Motion of Commissioner Bonadona seconded by Commissioner Jacobs, it was resolved that the Mayor be authorized to sign the servitude and right-of-way agreement from Lemann & Thibaut, Inc., C. Schexnayder, Inc., Elsie Arceneaux, et als, and C. F. Industries, Inc., concerning the servitude and right-of-way for the forced main project for the City of Donaldsonville.

**CERTIFICATE**

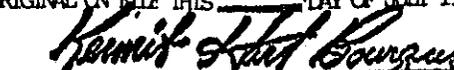
I, Mary Weil, the duly qualified appointed and acting Clerk for the City of Donaldsonville, Louisiana, do hereby certify that the above and foregoing resolution was adopted by the Commission Council for the City of Donaldsonville at a meeting on the 30th day of June, 1995, at which time there was a quorum present and voting all as is of record in the official minutes in my possession. In faith whereof, witness my official signature on this 30th day of June, 1995.

  
Mary Weil, City Clerk  
City of Donaldsonville

FOR MAP SEE  
PLAT FILE  
355795

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RECORDED FROM THE ORIGINAL ON FILE THIS 28th DAY OF JULY 1995

  
KERMIT HART BOURQUE CLERK OF COURT

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STATE OF LOUISIANA  
PARISH OF ASCENSION

COB 565 FILED

BY \_\_\_\_\_  
DY. CLERK

MOB AS 10/16/96  
SHORT FORM NOTICE OF LEASE AGREEMENT  
BY CLERK AND RECORDER

A LEASE AGREEMENT has been entered into by and between:

EJS, INC., a Louisiana corporation, having its domicile and principal place of business in the Parish of Ascension, herein represented by its President, Harold P. Schexnayder, duly authorized by virtue of a resolution attached hereto and made a part hereof,

hereinafter referred to as "OWNER/LESSOR", and

LOUISIANA DOCK COMPANY, a division of American Commercial Marine Service Company, a Delaware corporation, having an office in the Parish of Orleans, herein represented by M.A. Khouri, its Sr. Vice Pres duly authorized,

hereinafter referred to as "Lessee", for the purpose of leasing a tract of land fronting on the Mississippi River for fleeting and mooring purposes, on the following terms:

A. The property owned by Owner/Lessor is described as follows:

A certain tract of land in the Parish of Ascension, State of Louisiana, on the right descending bank of the Mississippi River, commonly referred to as "batture" property, which tract is bounded as follows: On the northwest or upstream by the property of C. Schexnayder, Inc., on the north by the Mississippi River, on the east or downstream by the property of C. Schexnayder, Inc., on the south by the north toe of the Mississippi River levee.

B. Lessors herein declare that they are the owners of the above described property, in the following proportions or percentages, to-wit:

NAME:	TAX ID NUMBER:	PERCENTAGE:
EJS, Inc. c/o Harold P. Schexnayder, Pres. <u>32640 FRANCIS STREET</u> <u>WHITE CASTLE, LA 70782</u>	72-0789971	100%

C. The term of this lease shall be for a primary term of ten (10) years, commencing on June 1, 1996 and ending on May 31, 2006, with two (2) separate and additional options to re-lease for two (2) additional five (5) year periods.

D. This Short Form of Lease Agreement is subject to all of the terms, conditions, stipulations and covenants contained in the more detailed Lease Agreement, entered into and executed by the parties hereto, and which original Lease Agreement is hereby incorporated herein and made part hereof by reference thereto, as though set forth herein in full.

IN WITNESS WHEREOF, witness the signature of OWNER/LESSOR(S) in the Parish of Ascension, State of Louisiana, on the 1st day of June, 1996  
WITNESSES:

[Signature]

OWNER/LESSOR:  
EJS, INC.  
BY: [Signature]  
HAROLD P. SCHEXNAYDER  
PRESIDENT

Catherine Salines

WITNESS THE SIGNATURE of LOUISIANA DOCK COMPANY, A DIVISION OF AMERICAN COMMERCIAL MARINE SERVICE COMPANY., in the County of Clark, State of Indiana, on the 20 day of June, 1996

ATTEST:

By: [Signature]  
W. Herde

As: Assistant Secretary

LESSEE:

LOUISIANA DOCK COMPANY, A  
DIVISION OF AMERICAN COMMERCIAL  
MARINE SERVICE COMPANY

BY: [Signature]  
M.A. Khouri  
AS: Senior Vice President

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2cc

FILED AND RECORDED  
- FRENCH HART BOUSQUET  
AS DEPUTY CLERK OF COURT

CERTIFIED TRUE COPY OF  
INSTRUMENT FILED FOR RECORD

**PIPELINE RIGHT OF WAY AND SERVITUDE**

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402984

STATE OF LOUISIANA  
PARISH OF ASCENSION

MOD  
DY. CLERK *C. Hupin*

DY. CLERK

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, **C. SCHEXNAYDER, INC.**, a Louisiana Corporation, represented herein by Thomas A. Schexnayder, President, whose address is P. O. Box 1676 Donaldsonville, Louisiana 70346 (hereinafter styled Grantor), for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration cash in hand paid, (\$10.00 AND O.V.C.) the receipt and adequacy of which is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant unto **BRIDGELINE GAS DISTRIBUTION LLC**, a Louisiana limited liability corporation, whose address is P. O. Box 60252, New Orleans, Louisiana 70161-0252 (hereinafter referred to as "BRIDGELINE"), a non-exclusive right-of-way and servitude to construct, lay, maintain, operate, inspect, repair, remove and replace below ground, one single pipeline not to exceed 12 inches in diameter, nominal size, one communications cable, and appurtenances thereto, including but not limited to location markers, vent pipes and corrosion control equipment placed above ground and fittings, tie-overs, valves, electrical cables, and other apparatus below ground (hereinafter referred to collectively as "the pipeline"), for the transportation of propane, butane, natural gasoline and other petroleum products through lands which Grantor owns, situated in the Parish of Ascension, State of Louisiana, described as follows, to-wit:

**SEE EXHIBIT "B" ATTACHED HERETO**

BRIDGELINE, on written notice to Grantor, shall not be prohibited from transporting other gases or liquids through the pipeline, as long as such other gases or liquids are not considered, according to industry standards, to be more toxic or dangerous to life or the environment. Grantor must be informed in writing in the event a different product is being transported through the pipeline.

The said right-of-way and servitude herein granted shall be 70 feet in width, being a 20 foot right-of-way and a 50 foot temporary workspace area during construction of the pipeline, as delineated and shown on the Drawing No. B57-340-16 annexed hereto as "Exhibit A", made a part hereof and signed by the parties hereto for identification.

It is understood and agreed that the said right-of-way throughout Grantor's lands, after construction, shall revert to a width of twenty feet (20'), being ten feet (10') on each side of the centerline of the pipe.

All roads and headlands trenched during the construction of the pipeline shall be backfilled, tamped, and shelled with a minimum 12" of limestone over the width of the right-of-way utilized as soon as reasonably possible. The pipe will be pushed under major roads and canals as designated by Grantor.

An as-built plan and profile survey of the pipeline across Grantor's property shall be furnished to Grantor upon completion of construction of the pipeline and clean up of work area.

Notwithstanding anything to the contrary herein contained, it is understood that this right-of-way and servitude is executed by Grantor under the following conditions:

1. Grantor is to be notified 48 hours in advance before construction begins and informed as to BRIDGELINE'S representative on this project. The maximum size of the proposed pipeline shall not exceed 12 inches in inside diameter and shall be buried and maintained at least four feet (4') below the surface of the ground in cultivated areas from the top of the pipe taken at natural ground level

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(which does not include any man-made spoil banks, ridges, levees or the like), and a depth of forty-eight inches (48") below the hard bottom of any bayous and drainage canals from the top of the pipe and no less than thirty six inches (36") from the top of the pipe to the hard bottom of all field ditches. Prior to laying the pipe any standing water in the pipeline ditch will be pumped out as much as is reasonably possible and again before the trench is backfilled.

2. In the event Grantor, or any person, or corporation lawfully claiming under Grantor by grant, lease, contract, or otherwise, shall find it necessary or convenient to construct additional drainage facilities and to dig or construct canals, roads, railroads or bridges upon or across said property or to enlarge existing canals, roads, railroads or bridges, or to develop and/or change the use of said property, then and in that event upon Grantor giving to BRIDGELINE a 90 day written notice, the pipeline or any part thereof constructed by BRIDGELINE under the provisions hereof which shall interfere with any such canals, roads, railroads, or bridges, or the development of said property or the use thereof, shall, at the cost of BRIDGELINE be reconstructed or remedied so as to eliminate such interference, and BRIDGELINE shall either (1) lower the line as may be necessary, or (2) relocate the line as may be necessary. Should Grantor decide to clear or level the land or change the topography of the land in connection with agricultural or for other reasons across which the servitude and right-of-way is granted, and to use same for any purpose requiring the lowering or relocation of the pipeline, BRIDGELINE will, upon a 90 day written request by Grantor, promptly relocate or lower the pipeline at BRIDGELINE'S expense to such depth as may reasonably be required in order to assure Grantor's safe and proper use of the surface of the ground for Grantor's intended purpose. If it becomes necessary to relocate or alter the pipeline as provided herein, Grantor shall provide, as a condition precedent thereto, free of additional cost to BRIDGELINE, the necessary right-of-way over other property described above required therefor, as well as the necessary right of ingress and egress to accomplish such relocation. After such relocation or alteration, all of the provisions of this agreement shall be deemed to apply to the pipeline as relocated or altered. Notwithstanding the above, BRIDGELINE reserves the right to seek and recover its costs to relocate or lower the pipeline from any governmental agency or third party excepting Grantor.
3. Grantor reserves the full and complete use of the land covered by said servitude for all purposes other than those granted BRIDGELINE hereby, provided, however, that Grantor will build no permanent structure (not including roads, bridges, canals, ditches, fences, telephone and electric lines, or any appurtenances necessary to any of the same constructed across the right-of-way) within ten feet (10') of the centerline of said servitude, and no pipeline parallel to that constructed by BRIDGELINE shall be laid closer than ten feet (10') from said centerline. GRANTOR will not plant trees, drill, excavate or fill within the permanent right of way, and BRIDGELINE shall not be liable for damages caused by keeping the permanent right of way clear of trees, undergrowth and unauthorized obstructions. It is agreed, however, that not less than 90 days prior to the commencement of any work which may impact the pipeline, Grantor shall send BRIDGELINE at least two sets of all final plans so that BRIDGELINE can ascertain whether or not such construction will conflict with the safe operation and maintenance of the pipeline. BRIDGELINE shall not locate the pipeline so as to interfere with or block, partially or wholly, any road, ditch, fence, canal, natural or artificial drainage, nor with the operation of any other servitude heretofore created adjacent to the servitude herein granted. The right of ingress or egress in, over, across, and through Grantor's land shall be limited to the right of way. This grant does not include or give BRIDGELINE the right to use of any roads and headlands on the above described tract of land without first obtaining the written permission of GRANTOR, except in the event of any emergency. In the event GRANTOR gives permission to BRIDGELINE to use any roads and/or headlands, BRIDGELINE agrees that any roads and/or headlands used shall be maintained and restored as far as practicable to its

original condition. Said maintenance shall be at the sole expense of BRIDGELINE.

4. This right-of-way is granted subject and subordinate to any existing oil, gas and mineral lease or leases, and to all existing servitudes, judgments and any other contracts affecting said right-of-way. Grantor reserves the right to construct and maintain roadways, water lines, sewer lines and utility lines across the right of way at right angles or as near right angles as is reasonably practicable, except that such use shall not endanger or interfere with BRIDGELINE'S facilities or prevent or interfere with the exercise by BRIDGELINE of the rights herein granted. Grantor shall have the right to grant additional rights-of-way, easements and servitudes across the right-of-way herein granted, provided such additional grants do not interfere with and impede BRIDGELINE'S exercise of the rights herein granted. If any road, railroad or similar facility is constructed across said right-of-way and it becomes necessary for BRIDGELINE to expend monies to protect its pipeline or to repair same, nothing contained in this paragraph shall preclude BRIDGELINE from making claim against the party installing such facility for the cost of such work and damages to the pipeline unless such other facility is installed by Grantor or on its behalf.
5. BRIDGELINE agrees to pay all damages which may arise to property, growing crops, timber, fences, roads, ditches, canals or drainage from the maintenance, alteration, repair, relocation, replacement or removal of the pipeline, including, without limitation, damages to lands, soil, animals, personal property, growing crops, roads, ditches, canals and drainage, and BRIDGELINE shall after construction or removal of the pipeline, backfill any trench, ditch or opening at its own expense and shall restore the said right-of-way and lands of Grantor as nearly as practicable to its pre-construction condition, and BRIDGELINE shall, at its own expense, repair all roads, bridges, fences or any other species of damaged property, and said property shall be restored as far as practicable to its condition at the time of commencement of pipeline construction operations. BRIDGELINE shall bulkhead or otherwise protect in accordance with the requirements of all appropriate regulatory authorities all canal crossings of the pipeline if deemed necessary by Grantor.
6. All wooded lands on the servitude shall be cleared in a good and workmanlike manner and where practical and feasible, stumps shall be grubbed. BRIDGELINE shall remove or burn from the property all stumps, fallen trees, logs, wood and debris which may result from the exercise of its rights hereunder. If requested to do so by Grantor and allowed by the appropriate governmental authorities, BRIDGELINE shall cut and stack on Grantor's lands, at the edge of the servitude, all merchantable timber which may be located on the servitude. Grantor shall designate and mark before commencement of BRIDGELINE'S operations, such trees as Grantor considers merchantable. After construction of the pipeline, BRIDGELINE shall have the right to cut and remove trees, undergrowth and other obstructions only on the permanent twenty-foot servitude herein granted.
7. BRIDGELINE specifically agrees that at no time during the exercising of its rights hereunder will it disturb or destroy the location of any monuments or land markers which mark any corner or boundary of any owners' property.
8. Upon completion of construction of the pipeline BRIDGELINE shall place pipeline markers at all points where said line crosses large canals and at other points in accordance with 49 C.F.R. Ch. I Sec. 195.410. BRIDGELINE shall comply with all pertinent laws, statutes, ordinances and regulations of the United States of America, the State of Louisiana, and appropriate parochial and municipal authorities. It is further agreed that at all times during the life of the said right-of-way and servitude, Grantor shall have the right to construct, maintain and/or subsequently remove fences across said right-of-way. Any fence placed across the permanent right-of-way shall have 14-foot wide gates or removable sections installed to facilitate BRIDGELINE'S exercise of the rights

CONVEYANCE

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and easements herein granted. In the event of damage not discovered (or thereafter resulting) at the time of any settlement of damages, failure to claim same by Grantor shall not prejudice Grantor's right to claim same after discovery thereof.

9. This agreement shall be null and void and of no effect if BRIDGELINE shall fail to commence construction of the pipeline described herein across said right-of-way within twenty-four months (24) from date hereof, provided that the date shall be extended for the entire period of delay or suspension caused by inability to secure proper or necessary supplies, and by reason of strikes, labor troubles, governmental regulations, force majeure, Acts of God and other causes beyond BRIDGELINE'S reasonable control, and particularly said date shall be extended further for the entire period of delay or suspension caused by the delayed issuance of any permit by any duly authorized and empowered regulatory body, State or Federal. It is further agreed and understood that after the pipeline shall have been constructed and put into operation, should BRIDGELINE fail to use the same for the purpose herein provided for a period of twenty-four consecutive months, then and in that event the within right-of-way agreement shall be terminated upon receipt of written notice of Grantor's election to so terminate, provided that BRIDGELINE shall be allowed three months from the date of termination of said right-of-way agreement within which to remove its pipeline and appurtenances, and its failure to so remove the pipeline and appurtenances within the three month's period shall operate as an abandonment on the part of BRIDGELINE of any claim whatsoever to the pipeline. Subject to the exceptions hereinafter set forth, BRIDGELINE shall not sell, assign, transfer, lease or sublease said right-of-way and/or the pipeline without the consent of the Grantor which consent shall not be unreasonably withheld. Consent of Grantor shall not be required or necessary for any sale, assignment, transfer, lease or sublease of said right-of-way and/or the pipeline of BRIDGELINE to any subsidiary, parent, affiliated company or partnership of BRIDGELINE, or to any sale, assignment, transfer, lease or sublease from any of said corporations or companies to another of said corporations or companies, including BRIDGELINE or where such is for the purpose of reorganization, consolidation or merger, or where such is made in connection with financing the construction or operation of the pipeline, nor shall consent be required or necessary for any mortgage, pledge, or other type of encumbrance of said right-of-way and/or the pipeline. It is understood and agreed, however, that no sale, assignment, transfer, lease or sublease of said right-of-way and servitude and/or BRIDGELINE'S interest in the pipeline shall relieve BRIDGELINE of its obligations hereunder.
10. BRIDGELINE further binds and obligates itself to use the servitude and right-of-way herein granted so as to cause no more interference or inconvenience to the farming and/or other operations of Grantor at any time than is reasonably necessary, and at no time will roads and headlands be blocked or made impassable without Grantor's prior approval, and, after the construction, maintenance, alteration, repair, relocation, replacement or removal (as the case may be) is once commenced, to proceed diligently and without stoppage of work, weather permitting, to complete the same and the backfilling thereof, and to promptly restore any roads or headlands cut by BRIDGELINE so that they will support farming equipment and industrial equipment, delays by reason of strikes, labor troubles, governmental regulations, force majeure, Acts of God and other causes beyond BRIDGELINE'S reasonable control excepted. During construction, should drainage be blocked by BRIDGELINE or BRIDGELINE'S agents, BRIDGELINE shall, upon receiving written notice from Grantor, remedy the above situation within thirty-six (36) hours. Should BRIDGELINE fail to perform this obligation within the stated thirty-six (36) hour period, except if BRIDGELINE is prevented by force majeure or acts of Grantor, BRIDGELINE will be charged \$1,000.00 per day until the situation is corrected. Except in an emergency, no maintenance, repairs or removal of the pipeline shall take place in cultivated areas under the right of way and easement agreement during sugar cane planting and harvesting seasons, which begin August 15<sup>th</sup> of each year and extends through December 31<sup>st</sup> of each such year.

Any such work commenced prior to August 15<sup>th</sup> of any year must be completed and the land restored to its original condition by that date. BRIDGELINE shall use its best efforts to avoid any activities associated with the original construction of the pipeline in cultivated areas on GRANTOR'S land between August 15 and December 15.

11. BRIDGELINE obligates itself to hold Grantor completely harmless at all times from any and all claims, lawsuits, or damages of any and every kind whatsoever, to persons and/or property, including death claims, that may arise as the result of the construction, use or operation of the pipeline, regardless of the cause thereof, including but not being limited to leakage, explosion, fire, subsidence of soil and erosion. Under no condition will Grantor be held liable to BRIDGELINE for damage to the pipeline or loss of any sort occasioned by such damage, except in the event of Grantor's intentional misconduct.
12. BRIDGELINE agrees to defend Grantor and other persons at its expense in any claim or action for damages or loss which result from BRIDGELINE'S exercise of its rights herein granted brought against Grantor or other persons by any third person, and to reimburse owner and other persons for any reasonable expense of any kind which might be incurred by Grantor and other persons in connection with the investigation or defense of any suit, including reasonable attorney's fees which owner or other persons may become obligated to pay.
13. BRIDGELINE shall provide Grantor with a letter of self-insurance and will notify GRANTOR when a change in status occurs throughout the existence of this servitude and right-of-way. If at any point, BRIDGELINE is no longer self-insured, BRIDGELINE agrees to obtain from an insurance company licensed to do business in the State of Louisiana a policy or policies of liability insurance insuring against bodily injury, property damage and medical expenses with policy limits of at least Five Million (\$5,000,000.00) Dollars and naming Grantor as an additional insured, which said policy or policies, or similar policies, shall remain in effect throughout the existence of this servitude and right-of-way.
14. The rights of Grantor herein set forth shall exist in favor of all existing and future owners of the land burdened by the servitude hereby created, and the terms, conditions and provisions of this agreement shall inure to the benefit of and be binding upon the respective successors, assigns, transferees, lessees, sub-lessees of the parties hereto, and others holding rights herein or hereunder.
15. This right-of-way is granted without any warranty or recourse whatsoever, even for the return of any cash consideration received. The rights herein granted shall not vest in or be construed to vest in BRIDGELINE any right, title or interest in and to the surface (other than the servitude herein specifically provided) or to any minerals or mineral rights, in, on, under or that may be produced from said right-of-way.
16. For the purpose of this contract, the respective addresses of the parties are stated to be as follows:

(a) BRIDGELINE GAS DISTRIBUTION LLC  
Attention: W. S. Haynie  
P. O. Box 60252  
New Orleans, Louisiana 70160

(b) C. SCHEXNAYDER, INC.  
Attention: Mr. George Arceneaux  
P. O. Box 1676  
Donaldsonville, Louisiana 70346

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No change of address of either party hereto shall be effective as to the other party until said other party has received notice of such change by registered or certified mail from the party changing its address.

Grantor certifies under penalties of perjury that Grantor is not a foreign person, is the owner of the land and has the right, title and capacity to grant the rights and servitudes herein granted.

WITNESS THE EXECUTION hereof as of the 14th day of November, 1997.

WITNESSES:

C. SCHEXNAYDER, INC.

Calvin P. Boudreaux, Jr.  
Officer

By: Thomas A. Schexnayder  
Thomas A. Schexnayder, President  
Tax I.D. # 72-6022256

BRIDGELINE GAS DISTRIBUTION LLC

Kevin J. Brown  
Officer

By: A. J. Brown, Jr.  
A. J. Brown, Jr., Vice-President

#### ACKNOWLEDGMENTS

STATE OF LOUISIANA  
PARISH OF LAFOURCHE

BEFORE ME, the undersigned Notary Public, on this day personally appeared CALVIN P. BOUDREAUX, JR. who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Thomas A. Schexnayder, President of C. Schexnayder, Inc. in his presence and in the presence of the other subscribing witness.

Calvin P. Boudreaux, Jr.  
Calvin P. Boudreaux, Jr.

SWORN TO AND SUBSCRIBED before me this 17th day of November, 1997.

My commission expires:

Brenda A. Barrios  
NOTARY PUBLIC

BRENDA A. BARRIOS  
NOTARY PUBLIC IN AND FOR THE PARISH  
OF LAFOURCHE, STATE OF LOUISIANA  
MY COMMISSION IS FOR LIFE

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STATE OF LOUISIANA  
PARISH OF Orleans

BE IT KNOWN, that on this 21<sup>st</sup> day of November, 1997, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared A. J. BROWN, JR., to me known to be the identical person who executed the above and foregoing instrument as Vice-President of **BRIDGELINE GAS DISTRIBUTION LLC**, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he executed the above and foregoing instrument in said stated capacity and as the act and deed of said corporation, for the uses, purposes and benefits therein expressed, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors, and that he acknowledged said instrument to be the free act and deed of said corporation.

My commission expires:  
upon death

Marie D. Tufts  
NOTARY PUBLIC

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**C. SCHEXNAYDER, INC.**  
**P. O. Box 1676**  
**Donaldsonville, Louisiana 70346**

**RESOLUTION**

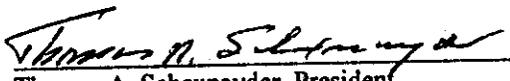
Designation of authorization of signature for **C. SCHEXNAYDER, INC.** to enter into agreements and contracts for the sale of Right-of-Way, servitude and damages with **BRIDGELINE GAS DISTRIBUTION LLC.**

On the 10th day of November, 1997, at a meeting of the **C. SCHEXNAYDER, INC.** board of directors held in Donaldsonville, Louisiana, it was moved by George Arceneaux and seconded by James Abadie, Sr. and passed that **THOMAS A. SCHEXNAYDER** be granted authority to sign and power to represent **C. SCHEXNAYDER, INC.** in all agreements and contracts with **BRIDGELINE GAS DISTRIBUTION LLC.**

The above is a true excerpt of the minutes of the board of directors of **C. SCHEXNAYDER, INC.** meeting on the 10th day of November, 1997.

  
\_\_\_\_\_  
Raymond B. Gautreau, Secretary

11-14-97  
Date

  
\_\_\_\_\_  
Thomas A. Schexnayder, President

11-14-97  
Date

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**EXHIBIT "B"**

**BRIDGELINE GAS DISTRIBUTION LLC**

Pipeline Servitude on  
Property of C. Schexnayder, Inc.

**TRACT 1**

A certain strip of land located in Sections 28, 29, 30 and 31, Township 11 South, Range 15 East, Ascension Parish, Louisiana (Southeastern Land District, West of Mississippi River), the centerline of said strip being more particularly described as follows:

For a POINT OF REFERENCE, commence at a ½-inch iron pipe marking the southwesterly corner of that portion of said C. Schexnayder, Inc. property which lies in said Section 28; thence proceed along the southerly boundary of said C. Schexnayder, Inc. property on a bearing of South 63° 36' 00" East a distance of 220.52 feet to the centerline of a proposed Bridgeline Gas Distribution LLC pipeline servitude, which is the POINT OF BEGINNING.

From said POINT OF BEGINNING, proceed along said pipeline servitude centerline on a bearing of North 88° 35' 23" East a distance of 2413.83 feet; thence continue along said pipeline servitude centerline on a bearing of North 88° 31' 33" East a distance of 2262.59 feet; thence continue along said pipeline centerline on a bearing of North 88° 25' 08" East a distance of 1103.43 feet to the easterly boundary of that portion of the C. Schexnayder, Inc. Property which lies in said Section 31 and the westerly boundary of that portion of the State of Louisiana (Highway 70) property which lies in said Section 31, which is the POINT OF TERMINUS of the pipeline servitude described herein.

**TRACT 2**

A certain strip of land located in Section 31, Township 11 South, Range 15 East, Ascension Parish, Louisiana (Southeastern Land District, West of Mississippi River), the centerline of said strip being more particularly described as follows:

For a POINT OF REFERENCE, commence at the POINT OF TERMINUS of the above-described TRACT 1; thence proceed across that portion of the State of Louisiana (Highway 70) property which lies in said Section 31 on a bearing of North 88° 25' 08" East a distance of 342.07 feet to the intersection of the easterly boundary line of said State of Louisiana (Highway 70) property, said boundary line also being the westerly boundary line of said C. Schexnayder, Inc. property, and the centerline of a proposed Bridgeline Gas Distribution LLC pipeline servitude, which is the POINT OF BEGINNING.

From said POINT OF BEGINNING, proceed along said pipeline servitude centerline on a bearing of North 88° 25' 08" East a distance of 71.83 feet to the easterly boundary line of said C. Schexnayder, Inc. property, which is the POINT OF TERMINUS of the pipeline servitude described herein.

The above-described strips of land have a total Louisiana State Plane Coordinate System grid length of 5851.68 feet, a geodetic length of 5852.10 feet (354.67 rods) and are the same strips of land which are depicted on Bridgeline Gas Distribution LLC drawing number B57-340-16, revised September 15, 1997, a copy of which is attached hereto and made a part hereof.

The bearings cited herein refer to the Louisiana State Plane Coordinate System, South Zone (NAD-83) based on Differential Global Positioning System ties to National Geodetic Survey monuments "Donald" and "L-192".

402984

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September 15, 1997

SIGNED FOR IDENTIFICATION:  
C. SCHEXNAYDER, INC.

By: Thomas A. Schexnayder  
Thomas A. Schexnayder, President

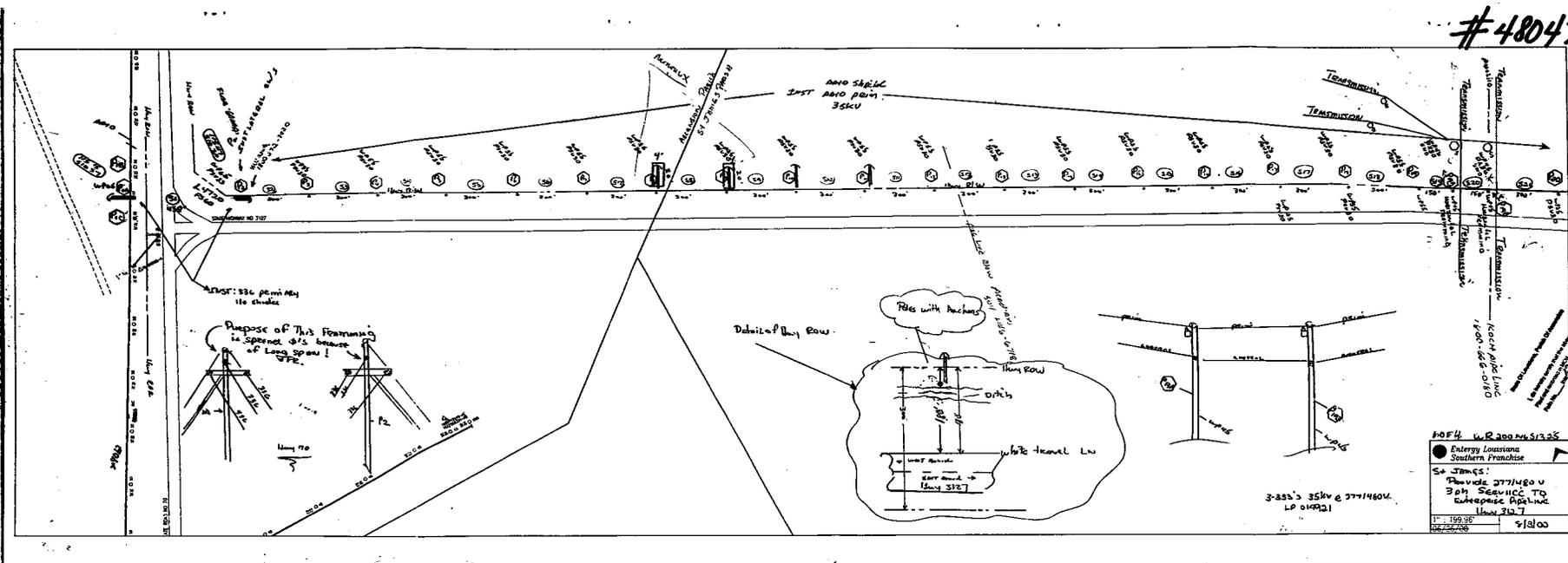
BRIDGELINE GAS DISTRIBUTION LLC

By: A. J. Brown, Jr.  
A. J. Brown, Jr., Vice-President

RECORDED FROM THE DOCUMENT ON FILE THIS 3RD DAY OF DECEMBER 1997

Kermit Hart Bourque  
KERMIT HART BOURQUE CLERK OF ASCENSION

#480471



HOFFMAN W. R. 200 205/325  
Palmyra Louisiana  
Southern Franchise  
S+ JAMES:  
Provide 277/480 v  
3ph Service to  
Customer Request  
Line 312.7  
1-1-68  
5/10/00

568127

2007 FEB 10 AM 9:45

STATE OF LOUISIANA  
 PARISH OF ASCENSION

KNOW ALL MEN BY THESE PRESENT that: COB. HOB. OTHER BY Thomas Schexnayder BY CLERK

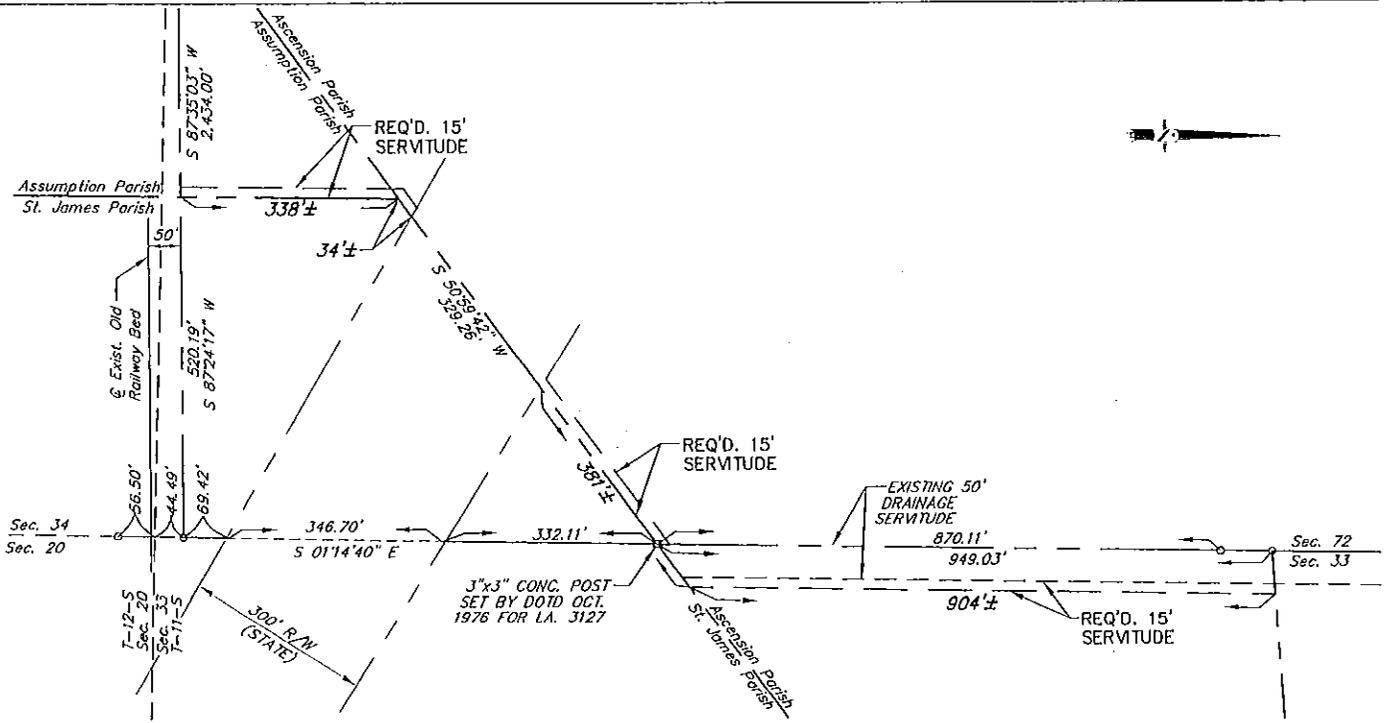
For good and valuable consideration received by the undersigned, the sufficiency of which is hereby acknowledged, the undersigned does hereby grant, bargain, convey, and assign unto City of Donaldsonville, a servitude, easement, privilege, or right-of-way to lay, maintain, operate, replace, change and remove, in whole or in part, a sanitary sewer force main together with all necessary fixtures, equipment and appurtenances, over and across property owned by the undersigned and described as follows:

A certain strip of land fifteen feet (15') in width, said strip fronting on the easterly boundary of an existing drainage servitude, and traversing the undersigned's property from the northerly property line to the Ascension Parish line, which said strip of land measures approximately 904'±, thence along the Ascension Parish line in a westerly direction, a distance of approximately 381'± to the intersection of the northern right of way of La. Hwy. 3127, which said strip of land is shown in the diagram below, as per map by Wiggins & Assoc., dated 4/29/81, for C Schexnayder, Inc.

Also, a certain strip of land fifteen feet (15') in width, said strip beginning at the intersection of the southern right of way of La. Hwy. 3127, thence in a westerly direction along Ascension and St. James Parish line 34'±, thence in a southerly direction along the Assumption Parish line, a distance of approximately 338'± to the eastern property line of the existing sewer treatment plant, and is shown in the diagram below, as per map by Wiggins & Assoc., dated 4/29/81, for C. Schexnayder, Inc.

In addition to this servitude a temporary workspace, fifteen feet (15') in width, is hereby further granted by the undersigned to City of Donaldsonville, for use during the initial use of said servitude during the period between the time this agreement is executed and completion of the project, after which the right to use this temporary workspace shall expire. Said workspace shall be adjacent to the above-described servitude.

It is expressly agreed that the servitude herein granted shall be utilized only by burying lines, fixtures, equipment and appurtenances underground and that no equipment of any nature shall be placed above ground. If above ground appurtenances are to be placed on property of the undersigned, their exact locations will be coordinated with the undersigned. THE GRANTEE OBLIGATES ITSELF TO RESTORE THE GROUND DISTURBED IN INSTALLING AND MAINTAINING LINES, TO THE SAME CONDITION, AS NEAR AS PRACTICAL AS BEFORE THE WORK WAS UNDERTAKEN.



THIS DONE AND SIGNED, this 29 day of Jan, 2007 at Ascension, Parish, Louisiana.

WITNESSES:  
Mercedes C. Hanna

GRANTOR: C. Schexnayder, Inc.

By: Thomas Schexnayder  
 Thomas Schexnayder-President

Nicole O. Crawford

CITY OF DONALDSONVILLE  
 By: [Signature]

BEFORE ME, the undersigned authority, personally came and appeared: Mercedes C. Hanna, who after first being duly sworn, declared that he/she signed the foregoing instrument as a witness thereon, and that said instrument was executed by the parties thereto in the presence of affiant and was signed and executed by affiant and the other subscribing witnesses after due reading of the same and with full knowledge of the contents and for the purposes therein set forth, and that the signatures thereon are true and genuine.

Mercedes C. Hanna  
 AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS 29 DAY OF Jan, 2007

[Signature]  
 NOTARY PUBLIC

RIGHT OF WAY PERMIT AND SERVITUDE AGREEMENT

STATE OF LOUISIANA  
PARISH OF ASCENSION

KNOW ALL MEN BY THESE PRESENT that:

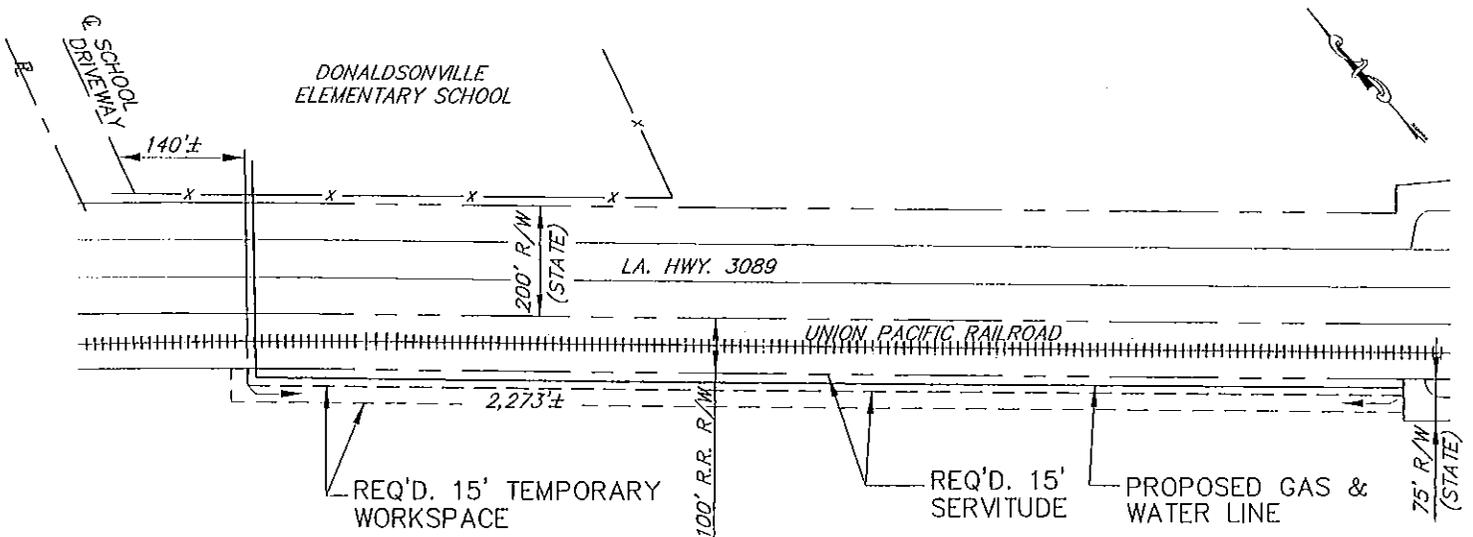
For good and valuable consideration received by the undersigned, the sufficiency of which is hereby acknowledged, the undersigned does hereby grant bargain, convey, and assign unto City of Donaldsonville, a servitude, easement, privilege, or right-of-way to lay, maintain, operate, replace, change and remove, in whole or in part, a potable water supply line and gas line together with all necessary fixtures, equipment and appurtenances, over and across property owned by the undersigned and described as follows:

A certain strip of land fifteen feet (15') in width, said strip beginning approximately 140' from the centerline of Donaldsonville Elementary School Drive and fronting on the existing Union Pacific Railroad southerly right of way and along the undersigned's northerly boundary to the westerly boundary of La DOTD Frontage Road right of way which said strip of land measures approximately 2,273 feet and is shown on the diagram below.

In addition to this servitude a temporary workspace, fifteen feet (15') in width, is hereby further granted by the undersigned to City of Donaldsonville, for use during the initial use of said servitude during the period between the time this agreement is executed and completion of the project, after which the right to use this temporary workspace shall expire. Said workspace shall be adjacent to the above-described servitude.

It is expressly agreed that the servitude herein granted shall be utilized only by burying lines, fixtures, equipment and appurtenances underground and that no equipment of any nature shall be placed above ground. If above ground appurtenances are to be placed on property of the undersigned, their exact locations will be coordinated with the undersigned.

THE GRANTEE OBLIGATES ITSELF TO RESTORE THE GROUND DISTURBED IN INSTALLING AND MAINTAINING LINES, TO THE SAME CONDITION, AS NEAR AS PRACTICAL AS BEFORE THE WORK WAS UNDERTAKEN.



THUS DONE AND SIGNED, this 29 day of Jan, 2004 at Ascension, Parish, Louisiana.

WITNESSES:

Mercedes C. Hanna

Yvonne O. Crawford

GRANTOR: C. Schexnayder, INC.

By: Thomas Schexnayder  
Thomas Schexnayder-President

CITY OF DONALDSONVILLE

By: [Signature]

BEFORE ME, the undersigned authority, personally came and appeared:

Mercedes C. Hanna

, who after first being duly sworn, declared that he/she signed the foregoing instrument as a witness thereon, and that said instrument was executed by the parties thereto in the presence of affiant and was signed and executed by affiant and the other subscribing witnesses after due reading of the same and with full knowledge of the contents and for the purposes therein set forth, and that the signatures thereon are true and genuine.

Mercedes C. Hanna  
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS 29 DAY OF Jan, 2004.

[Signature]  
NOTARY PUBLIC

RESOLUTION

BE IT RESOLVED by the Board of Directors of C. Schexnayder, Inc., that said corporation grant unto the City of Donaldsonville, two(2) certain right-of-ways, all as shown on the proposed agreements attached hereto and made a part hereof. One right-of-way is for the passage of water and gas lines and the other is for the passage of a forced main sewer line, all as shown on the sketches attached.

BE IT FURTHER RESOLVED that the president of the corporation, Thomas Schexnayder, be authorized and directed to execute said agreements on behalf of the corporation.

CERTIFICATE

I certify that I am the duly elected and qualified Secretary of C. Schexnayder, Inc. and that the above resolution was unanimously adopted at a meeting of the Board of Directors held on 6th day of June, 2003.

  
Harold P. Schexnayder  
Secretary

END OF DOCUMENT-APCC

lease 2/15/06

INSTRUMENT # 00683213  
FILED AND RECORDED  
ASCENSION CLERK OF COURT  
2007 NOV 02 11:04:56 AM  
COB  MDR  OTHER

AGRICULTURAL AGREEMENT AND LEASE

*K. Carlo*  
DEPUTY CLERK & RECORDER

THIS AGREEMENT is made and entered into effective  
day of January, 2006, by and between:

CERTIFIED TRUE COPY BY  
*K. Carlo*

C. SCHEXNAYDER, INC., a Louisiana corporation that is  
duly authorized to do business in the State of Louisiana,  
herein represented by Thomas A. Schexnayder, its  
President, as evidenced by a resolution of the Board of  
Directors, a copy of which is annexed hereto and made a  
part hereof,

(hereinafter referred to as "LESSOR"); and

SUGAR HAVEN FARMS, INC., a Louisiana corporation that is  
duly authorized to do business in the State of Louisiana,  
herein represented by Brent G. Barbier, its President,  
duly authorized by a resolution of the Board of  
Directors,

(hereinafter referred to as "LESSEE"),

W I T N E S S E T H:

1. PREMISES For and in consideration of the rents, and  
other payments to be received by Lessor under this agreement, and  
the covenants and agreements hereinafter made and entered into by  
and between the parties hereto, Lessor does hereby lease and let  
unto Lessee, and Lessee does hereby rent, take and lease from  
Lessor the following lands, with the improvements thereon, situated  
in Ascension Parish, Louisiana, together with and subject to the  
rights of way and other appurtenances incidental thereto, which  
land, improvements, rights of way and appurtenances are herein  
collectively referred to as the "Premises", which premises are  
described as follows, to-wit:

I.

All cultivable sugar cane land, comprising approximately seven hundred forty two (742) acres, more or less, being a portion of Perseverance, Little Dugas and Big Dugas Plantations, located in Ascension Parish, Louisiana, on the right descending bank of the Mississippi River, about one (1) mile below the City of Donaldsonville, and being within an area bounded as follows: North by River Road, West by property of Peytavin Plantation, and East by C. F. Industries, Inc., and South by Belle Terre Plantation, together with all buildings and improvements thereon and thereunto belonging (and specifically excluding any Mississippi River batture and the woodlands to the rear of said plantation).

The hereinabove described property being owned by Lessor, C. Schexnayder, Inc.

II.

- (a) The James Abadie Tract: A certain 3.3 acre tract of land situated in the Parish of Ascension, State of Louisiana which is bounded North by remainder of the James Abadie tract; East by the land of Thomas Schexnayder, et al; West by land of Marie Falcon; and South by land of C. Schexnayder, Inc.

The above described tract of land is subject to an agreement of lease between James Abadie, as Lessor, and C. Schexnayder, Inc., as Lessee, and which tract is herein subleased by Lessor to Lessee under the terms of this agricultural agreement and lease.

- (b) The Kevin Hatcher Tract. A certain 2.8 acre tract of land situated in the Parish of Ascension, State of Louisiana, which is bounded North by the remainder of the Kevin Hatcher tract; South by land of C. Schexnayder, Inc.; East by land of James Abadie; and West by land of Maurice Gautreau, et al.

The above described tract of land is subject to an agreement of lease between Kevin Hatcher, as Lessor, and C. Schexnayder, Inc., as Lessee, and which tract is herein subleased by Lessor to Lessee under the terms of this agricultural agreement and lease.

that Lessee shall not be responsible for any pre-existing condition on the property not caused by Lessee or any of its agents or employees. Should Lessee breach this provision of this lease, such breach shall be a Resolatory Condition giving rise to immediate cancellation in accordance with the provisions of Paragraph 18(A) and in addition, Lessee shall be responsible to Lessor for all damages to the land and all costs of remediation and clean-up required.

31. RIGHT OF LESSOR TO CANCEL LEASE; RIGHT OF LESSOR TO WITHDRAW ACREAGE FROM THE LEASE.

Lessor shall have the right, on Notice to Lessee as hereinafter provided, to either cancel the lease as of December 31 of any year or to withdraw acreage from the lease for any of the following reasons:

- (A) Lessor has sold the whole or part of the Premises, or
- (B) Lessor has received a bona fide offer to purchase the Premises in whole or in part, and desires to accept such offer, or
- (C) Lessor, either by itself or in conjunction with or by and through third parties requires possession of all or any part of the Premises for the purpose of industrial, commercial or residential development.

In order that such right of cancellation or right to withdraw acreage may be effective as of December 31st in any year of this lease, Lessor must so notify Lessee, in writing, on or before November 30 of such year, stating the particular reason for cancellation of this lease or exercise of its right to withdraw acreage.

If less than one hundred (100) crop acres is involved in the sale or development, this lease shall continue.

If more than one hundred (100) crop acres is involved in the sale or development and if, in Lessor's discretion, some part of parts of the leased property remain available for Lessee's farming operation, Lessor, or the new owner, shall so advise Lessee and furnish Lessee a reasonably accurate description of the part or parts so available to be farmed under the terms of this lease. At Lessee's option, it may continue to lease the remaining available acreage for the remaining term of this lease under the same terms and conditions of this lease. The continuation of this lease on said remaining acreage shall be subject to the same right of cancellation or right to withdraw acreage, for the same reasons and in the same manner as provided above in this Paragraph 31.

32. CONSTRUCTION. This lease agreement shall be construed according to the laws of the State of Louisiana.

33. NOTICE. Any notice provided for herein shall be deemed given when deposited and sent by Certified Mail, Return Receipt Requested, addressed to the party or its designated agents at the following addresses or at such other addresses as they may from time to time direct:

LESSOR:

C. SCHEXNAYDER, INC.  
P. O. BOX 1676  
DONALDSONVILLE, LA 70346

LESSEE:

SUGAR HAVEN FARMS, INC.  
P. O. BOX 516  
WHITE CASTLE, LA 70788

34. ENTIRE AGREEMENT. No amendment or modification of this lease shall be effective or binding unless in writing and signed by Lessor and Lessee.

35. RECORDATION. The parties hereto specifically agree that this Agricultural Agreement and lease shall not be recorded in any of the public records of Ascension Parish, Louisiana, or in the public records of any other parish or county in the United States of America; provided, however, that Lessor agrees to sign and execute with Lessee a Notice of lease which shall set forth the date of this agreement and lease; the name of the parties; the description of the property made the subject of this agreement and lease; the primary term of this agreement and lease and the rights of the parties with respect to the provisions of Paragraph 20 of this agreement and lease, which Notice of Lease may be filed for record in the appropriate records of Ascension Parish, Louisiana, at the option of Lessee.

36. PERSONAL GUARANTY. And now into these presents, intervenes, BRENT G. BARBIER, who personally guarantees and obligates himself to all of the terms and provisions and obligations undertaken and agreed to herein by Sugar Haven Farms, Inc.

IN WITNESS WHEREOF, witness the signature of Lessor, C. Schexnayder, Inc., in the Parish of Ascension, State of Louisiana, on the 31<sup>st</sup> day of January, 2006; witness the signature of Lessee, SUGAR HAVEN FARMS, INC., in the Parish of Ascension, State of Louisiana, on the 31<sup>st</sup> day of January.

2006; witness the signature of Personal Guarantor, Brent G. Barbier, on this 31<sup>st</sup> day of January, 2006.

WITNESSES:

Edmund Landry  
Rhonda W. Ballou

LESSOR:

C. SCHEXNAYDER, INC.

BY: Thomas A. Schexnayder  
Thomas A. Schexnayder,  
President

WITNESSES:

Edmund Landry  
Rhonda W. Ballou

LESSEE:

SUGAR HAVEN FARMS, INC.

BY: Brent G. Barbier  
BRENT G. BARBIER, PRESIDENT

Brent Barbier  
Personal Guarantor

STATE OF LOUISIANA

ACKNOWLEDGMENT

PARISH OF ASCENSION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State of Louisiana, therein residing, and in the presence of the two undersigned witnesses,

PERSONALLY CAME AND APPEARED:

THOMAS A. SCHEXNAYDER,

appearing herein in his capacity as the President of C. SCHEXNAYDER, INC., duly authorized, who after being duly sworn did depose and say that in said capacity, he signed the foregoing document before me and the said appearer acknowledged to me, Notary in the presence of the two undersigned competent witnesses, that he executed the above and foregoing instrument in the presence of the foregoing witnesses as his free and voluntary act and deed for and on behalf of said corporation for the uses and purposes and considerations therein expressed.

IN WITNESS WHEREOF, the said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, in the State of Louisiana, Parish of Ascension, on the 31<sup>st</sup> day of January, 2006 .

WITNESSES:

Elmira M. Landry

Thomas A. Schexnayder  
THOMAS A. SCHEXNAYDER

Rhonda W. Ballou

Sidney A. Marchand, III  
SIDNEY A. MARCHAND, III  
ATTORNEY/NOTARY PUBLIC  
(BAR ROLL #9258)

STATE OF LOUISIANA

ACKNOWLEDGMENT

PARISH OF ASCENSION

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State of Louisiana, therein residing, and in the presence of the two undersigned witnesses,

PERSONALLY CAME AND APPEARED:

BRENT G. BARBIER,

appearing herein in his capacity as the President of Sugar Haven Farms, Inc., duly authorized, who after being duly sworn did depose and say that in said capacity, he signed the foregoing document before me and the said appearer acknowledged to me, Notary in the presence of the two undersigned competent witnesses, that he executed the above and foregoing instrument in the presence of the foregoing witnesses as his free and voluntary act and deed for and on behalf of said corporation for the uses and purposes and considerations therein expressed.

IN WITNESS WHEREOF, the said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, in the State of Louisiana, Parish of Ascension, on the 31<sup>st</sup> day of January, 2006.

WITNESSES:

Edna M Landy

[Signature]

BRENT G. BARBIER

Rhonda M Ballin

[Signature]

SIDNEY A. MARCHAND, III  
ATTORNEY/NOTARY PUBLIC  
(BAR ROLL #9258)

**SUGAR HAVEN FARMS, INC**

P O Box 516  
WHITE CASTLE, LA 70788-2210

225-716-0551

February 26, 2010

Mr. Harold Schexnayder  
C Schexnayder, Inc.  
P O Box 1676  
Donaldsonville, LA 70346

Re: Agricultural Lease

Dear: Mr. Schexnayder:

Please accept this letter as notification of my intent to renew our existing lease for an additional five (5) year period.

Thank you for your patience and please let me know if you have any questions.

Sincerely,



Brent G Barbier, President

*Rec'd by 3/27/10*  
*TS*  
*THAU 12-31-2015*

**Sugar Haven Farms**  
**Post Office Box 516**  
**White Castle, LA 70788**  
225-716-0551

January 1, 2014

C. Schexnayder  
Donaldsonville, LA 70346

Re: Agricultural Lease

Dear C. Schexnayder:

The agricultural lease we have in place is set to expire December 31, 2015. At this time, please let this letter inform you that I will pick up another Five (5) year option that will carry this lease to expire on December 31, 2020.

Thank you for your cooperation and please let me know if you have any questions.

Sincerely,



Brent Barbier  
President

*Rec'd 1/3/14*  
*DS*

  
DEPUTY CLERK & RECORDER

**RIGHT OF WAY AND SERVITUDE AGREEMENT** TRUE COPY BY

STATE OF LOUISIANA

DEPUTY CLERK  
SLIPPRTG03

PARISH OF ASCENSION

**KNOW ALL MEN BY THESE PRESENTS THAT:**

C. SCHEXNAYER, INC., a Louisiana corporation duly organized under the laws of the State of Louisiana, whose mailing address is declared to be P.O. Box 1676, Donaldsonville, Louisiana 70346, herein represented by HAROLD P. SCHEXNAYER, its president, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and full acquittance granted therefor, does hereby grant, convey, and deliver unto THE PARISH OF ASCENSION, hereinafter called "Grantee," whose mailing address is declared to be 42077 Churchpoint Road, Gonzales, Louisiana 70737, a right-of-way and servitude to lay, construct, maintain, use, alter, inspect, operate, repair, replace, change the size of, and to remove one (1) sewer line, together with appurtenances thereto, for the transportation of sewer, water and/or any other materials which may be transported through a sewer line, together with the other rights as hereinafter set forth on, over, across and through the following described land belonging to Grantor situated in Ascension Parish, Louisiana, to-wit:

A certain parcel of ground containing approximately 742 acres situated in Section 72, Township 11 South, Range 14 East, of the Southeast Land District, West of the Mississippi River, Ascension Parish, Louisiana.

Except for the purposes and during the periods set forth below, the right-of-way herein granted shall be a temporary construction servitude only. The construction servitude shall be described as Parcel 1-1 containing .1306 acres and Parcel 2-2 containing .1182 acres. The location of the temporary construction servitude is shown more clearly and identified as "Construction Servitude" on the plat entitled "Right of Way Map, Project No. 07-004 Jail Expansion Sewer Force Main to Donaldsonville Treatment Plant, Ascension Parish by Carl A. Jeansonne, Jr., P.L.S.," Sheets 1 and 2 attached hereto as Exhibit "A" and made a part hereof by reference. During construction and maintenance operations, Grantee shall have the right to use the total width of the temporary construction servitude. The servitude shall be as follows:

<u>Parcel #</u>	<u>Area</u>	<u>Interest Acquired</u>
1-1	.1306 acres	Temporary Construction Servitude
2-2	<u>.1182 acres</u>	Temporary Construction Servitude
Totals:	.2488 acres	Temporary Construction Servitude

This grant of right-of-way and servitude shall and does include the right of access to said sewer line and appurtenant facilities and the right of ingress and egress on, over, across and through the above described land, for any and all purposes necessary and incident to the exercise by Grantee

6

2025

of the rights granted hereunder. Grantee shall be responsible for damages resulting from the exercise of the rights herein granted.

Grantor shall have the right to use and enjoy the above described land, except as same may be necessary for the purposes herein granted to the said Grantee. Grantor agrees not to build, create or construct any building, engineering works or other improvements or structures on or over said temporary construction servitude, nor permit the same to be done by others during the existence of the temporary construction servitude. Grantee shall have the right at any time and from time to time to trim, cut, clear, clean, destroy and remove any and all trees, timber, bushes and undergrowth from the right-of-way and servitude herein granted and to clear, clean, destroy and remove any and all other obstructions from the right-of-way and servitude herein granted and Grantee shall not be liable or responsible for any damages caused thereby.

Grantee agrees to indemnify and hold Grantor harmless from and against any and all liability or responsibility for injury to (including the death of) persons or damage to property of Grantor of any kind arising out of or in connection with the operations of Grantee hereunder.

Grantee agrees to pay Grantor and/or Grantor's tenants for all damages including, but not limited to, all livestock, land, timber, canals, levee systems, private roadways, fencing or buildings or other property of Grantor that may be caused by the exercise of the rights herein granted by Grantor to Grantee, its agent, servants or employees, or by contractors who do any part of the work laying, construction, or maintaining the sewer line, whether such damage be sustained before, during, or after construction of the sewer line.

The above recited consideration is accepted by Grantor in full payment, settlement and satisfaction for the right-of-way, temporary and permanent easements, for all severance damages, and for all normal anticipated damages caused because of Grantee's exercise of the rights herein granted upon the right-of-way, except for crop damages and agriculture damages.

Grantee, its successors and assigns, are expressly given and granted the right to assign this right-of-way and servitude or any part hereof, or interest herein, and the same shall be divisible among two or more owners as to any right or rights created hereunder.

The consent of Grantee to this agreement is evidenced by its payment to Grantor of the consideration set forth above. It is further agreed and understood that the right-of-way and servitude herein granted is made without any warranty representation by grantor or recourse against Grantor regarding any other rights to use Grantor's property within the servitude by the persons that is accepted by Grantee subject and subordinate to any previous existing right-of-ways, permits, leases, or other encumbrances heretofore granted and affecting said property whether recorded or unrecorded.

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

This agreement may be executed in one or more counterparts and shall be binding upon each party executing the original or any counterpart thereof, regardless of whether all of the parties owning an interest in the land described above join in the execution of this agreement. The failure of any party owning an interest in said land to sign this agreement shall not affect its validity as to those whose signatures appear on the original or any counterpart hereof.

20081010

The consent of Grantee to this agreement is evidenced by its payment to Grantor of the consideration set forth above.

IN TESTIMONY WHEREOF, this instrument is executed by the parties hereto as of the 10 day of OCTOBER, 2008, said parties signing in the presence of the witnesses whose names appear opposite their respective signatures.

WITNESSES:

C. SCHEXNAYDER, INC.

Sign: Charlotte Humer  
Print: CHARLOTTE HUMER

By: Harold P. Schexnayder  
HAROLD P. SCHEXNAYDER, its President

Sign: Racine M. Gautreaux  
Print: RACINE M GAUTREAUX

PARISH OF ASCENSION

Sign: Kim Filoux  
Print: KIM FILOUX

By: Tommy Martinez  
TOMMY MARTINEZ, its President

Sign: Kemlyn Bailey Lomas  
Print: Kemlyn Bailey Lomas







STATE OF LOUISIANA  
PARISH OF ASCENSION

INSTRUMENT # 00737528  
FILED AND RECORDED  
ASCENSION CLERK OF COURT  
2009 DEC 02 11:33:52 AM  
COB.  MOB.  OTHER

SHORT FORM NOTICE OF LEASE

A LEASE AGREEMENT has been entered into by and between: S. Latens  
DEPUTY CLERK & RECORDER

**C. SCHEXNAYDER, INC.**, a Louisiana corporation having its domicile and principal place of business in the Parish of Ascension, herein represented by its President, Harold P. Schexnayder, duly authorized by virtue of a resolution attached hereto and made a part hereof,  
CERTIFIED TRUE COPY BY  
DEPUTY CLERK  
SLIPPRT03

hereinafter referred to as "Lessor", and

**C. F. Industries, Inc.**, a foreign corporation authorized to do and doing business in the State of Louisiana, herein represented by its Vice President/General Manager - Donaldsonville, Louis M. Frey, duly authorized by virtue of a resolution attached hereto and made a part hereof,

hereinafter referred to as "Lessee", for the purpose of leasing a tract of land fronting on the Mississippi River for fleeting and mooring purposes, on the following terms:

- C. The property owned by Owner/Lessor is described as follows:
  - (a) Tract B-2 (192.74') the batture, situated in T-11-S, R-15-E, Ascension Parish, Louisiana, as more particularly described as Tract B-2 on Exhibit A attached hereto and made a part hereof.

B. Lessor herein declare that they are the owners of the above described property, in the following proportions or percentages, to-wit:

Name	Tax ID Number	Percentage
C. Schexnayder, Inc. P. O. Box 1676 Donaldsonville, LA 70346	72-6022256	100%

C. The term of this Lease Agreement shall be for a primary term of twenty (20) years, commencing on the 15<sup>th</sup> day of September, 2009 and ending on the 14<sup>th</sup> day of September, 2029, with five (5) separate and additional options to re-lease for five (5) additional ten (10) year periods.

D. This Short Form to Lease Agreement is subject to all of the terms, conditions, stipulations and covenants contained in the more detailed Lease Agreement, entered into and executed by the parties hereto, and which original Lease Agreement is

hereby incorporated herein and made part hereof by referenced thereto, as thought set forth herein in full.

E. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument

IN WITNESS WHEREOF, witness the signature of Lessor in the Parish of Ascension, State of Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESSES:

[Handwritten Signature]  
[Handwritten Signature]

LESSOR:

C. SCHEXNAYDER, INC.

BY [Handwritten Signature]  
HAROLD P. SCHEXNAYDER  
PRESIDENT

IN WITNESS WHEREOF, witness the signature of Lessee in the Parish of Ascension, State of Louisiana, on the 30th day of November, 2009.

WITNESSES:

[Handwritten Signature]  
FRANCES N. HIDALGO  
[Handwritten Signature]  
TRALIE G. ROIBRIER

LESSEE:

CF INDUSTRIES, INC.

BY [Handwritten Signature]  
LOUIS M. FREY  
VICE PRESIDENT/GENERAL  
MANAGER - DONALDSONVILLE

**RESOLUTION**

**C. SCHEXNAYDER, INC.**

BE IT RESOLVED by C. Schexnayder, Inc., that the President of this corporation, Harold P. Schexnayder, be and he is hereby authorized and directed to enter into a Short Form Notice of Lease Agreement with CF Industries, Inc., covering the following described property:

Tract B-2 (192.74') the batture, situated in T-11-S, R-15-E, Ascension Parish, Louisiana, as more particularly described as Tract B-2 on Exhibit A attached hereto and made a part hereof.

All on such terms and conditions as he shall see fit and proper.

BE IT FURTHER RESOLVED that the said Harold P. Schexnayder be, and he is hereby fully authorized to do any and all things and to execute any and all instruments necessary to carry out the purposes and intents of this resolution.

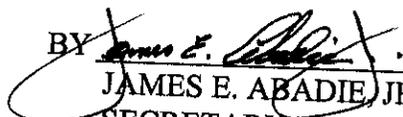
\*\*\*\*\*

I, James E. Abadie, Jr., as Secretary of C. Schexnayder, Inc., a Louisiana corporation organized and existing under the laws of the State of Louisiana, do hereby certify that the above and foregoing is a true, correct and complete copy of a resolution, which is still in full force and effect, as recorded in the records of said corporation that was passed and adopted at a meeting of the Board of Directors of said corporation which was duly called and held in DOUKLESANVILLE, Louisiana, at 2:00 o'clock a.m./p.m on the 1<sup>st</sup> day of OCTOBER, 2009, after due notice of the time, place and purpose of said meeting had been given to each member, and at which meeting a quorum of members was present and said resolution was unanimously adopted and same has not been rescinded or revoked.

I further certify that I am the keeper of the paper, books entries, records and seal of this corporation and duly authorized to make this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affix the corporate seal of said corporation on this 1<sup>st</sup> day of OCTOBER, 20089

C. SCHEXNAYDER, INC.

BY    
 JAMES E. ABADIE, JR.   
 SECRETARY

STATE OF LOUISIANA  
PARISH OF ASCENSION

INSTRUMENT # 00737530  
FILED AND RECORDED  
ASCENSION CLERK OF COURT  
2009 DEC 02 11:34:48 AM  
COB  MOB  OTHER

SHORT FORM NOTICE OF LEASE

A LEASE AGREEMENT has been entered into by and between: S. Latino  
DEPUTY CLERK & RECORDER

**C. SCHEXNAYDER, INC.**, a Louisiana corporation having its domicile and principal place of business in the Parish of Ascension, herein represented by its President, Harold P. Schexnayder, duly authorized by virtue of a resolution attached hereto and made a part hereof,  
CERTIFIED TRUE COPY BY  
DEPUTY CLERK  
SLIPRTO3

hereinafter referred to as "Lessor", and

**C. F. Industries, Inc.**, a foreign corporation authorized to do and doing business in the State of Louisiana, herein represented by its Vice President/General Manager - Donaldsonville, Louis M. Frey, duly authorized by virtue of a resolution attached hereto and made a part hereof,

hereinafter referred to as "Lessee", for the purpose of leasing a tract of land fronting on the Mississippi River for fleeting and mooring purposes, on the following terms:

- C. The property owned by Owner/Lessor is described as follows:
  - (a) Tract B-4 (674.88') the batture, situated in T-11-S, R-15-E, Ascension Parish, Louisiana, as more particularly described as Tract B-4 on Exhibit A attached hereto and made a part hereof.
- B. Lessor herein declare that they are the owners of the above described property, in the following proportions or percentages, to-wit:

Name	Tax ID Number	Percentage
C. Schexnayder, Inc. P. O. Box 1676 Donaldsonville, LA 70346	72-6022256	100%

- C. The term of this Lease Agreement shall be for a primary term of twenty (20) years, commencing on the 15<sup>th</sup> day of September, 2009 and ending on the 14<sup>th</sup> day of September, 2029, with five (5) separate and additional options to re-lease for five (5) additional ten (10) year periods.
- D. This Short Form to Lease Agreement is subject to all of the terms, conditions, stipulations and covenants contained in the more detailed Lease Agreement, entered into and executed by the parties hereto, and which original Lease Agreement is

hereby incorporated herein and made part hereof by referenced thereto, as thought set forth herein in full.

- E. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument

IN WITNESS WHEREOF, witness the signature of Lessor in the Parish of Ascension, State of Louisiana, on the 1<sup>st</sup> day of Oct, 2009.

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

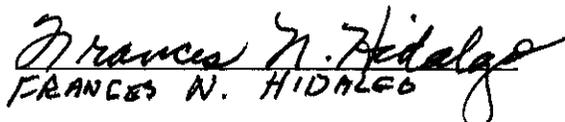
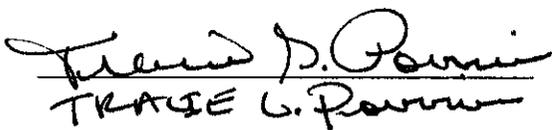
LESSOR:

C. SCHEXNAYDER, INC.

BY   
\_\_\_\_\_  
HAROLD P. SCHEXNAYDER  
PRESIDENT

IN WITNESS WHEREOF, witness the signature of Lessee in the Parish of Ascension, State of Louisiana, on the 30<sup>th</sup> day of November, 2009.

WITNESSES:

  
FRANCES N. HIDALGO  
  
TRACE G. PARNIN

LESSEE:

CF INDUSTRIES, INC.

BY   
\_\_\_\_\_  
LOUIS M. FREY  
VICE PRESIDENT/GENERAL  
MANAGER - DONALDSONVILLE

**RESOLUTION**

**C. SCHEXNAYDER, INC.**

BE IT RESOLVED by C. Schexnayder, Inc., that the President of this corporation, Harold P. Schexnayder, be and he is hereby authorized and directed to enter into a Short Form Notice of Lease Agreement with CF Industries, Inc., covering the following described property:

Tract B-4 (674.88') the batture, situated in T-11-S, R-15-E, Ascension Parish, Louisiana, as more particularly described as Tract B-4 on Exhibit A attached hereto and made a part hereof.

All on such terms and conditions as he shall see fit and proper.

BE IT FURTHER RESOLVED that the said Harold P. Schexnayder be, and he is hereby fully authorized to do any and all things and to execute any and all instruments necessary to carry out the purposes and intents of this resolution.

\*\*\*\*\*

I, James E. Abadie, Jr., as Secretary of C. Schexnayder, Inc., a Louisiana corporation organized and existing under the laws of the State of Louisiana, do hereby certify that the above and foregoing is a true, correct and complete copy of a resolution, which is still in full force and effect, as recorded in the records of said corporation that was passed and adopted at a meeting of the Board of Directors of said corporation which was duly called and held in DONALDSONVILLE, Louisiana, at 2:00 o'clock ~~am~~/p.m on the 1<sup>st</sup> day of OCTOBER, 2009, after due notice of the time, place and purpose of said meeting had been given to each member, and at which meeting a quorum of members was present and said resolution was unanimously adopted and same has not been rescinded or revoked.

I further certify that I am the keeper of the paper, books entries, records and seal of this corporation and duly authorized to make this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affix the corporate seal of said corporation on this 1<sup>st</sup> day of OCTOBER, 20089

C. SCHEXNAYDER, INC.

BY

  
JAMES E. ABADIE, JR.  
SECRETARY

STATE OF LOUISIANA  
PARISH OF ASCENSION

INSTRUMENT # 00737532  
FILED AND RECORDED  
ASCENSION CLERK OF COURT  
2009 DEC 02 11:35:42 AM  
COR.  MOB.  OTHER

SHORT FORM NOTICE OF LEASE

*S. Latino*  
DEPUTY CLERK & RECORDER

A LEASE AGREEMENT has been entered into by and between:

**Kathy Schexnayder Gauthier**, a resident of the full age of majority of the Parish of St. Landry, State of Louisiana,

CERTIFIED TRUE COPY BY

**Anne Schexnayder Hebert**, a resident of the full age of majority of the Parish of Lafayette, State of Louisiana,

DEPUTY CLERK  
*S. Latino*

**Tom Schexnayder**, a resident of the full age of majority of the Richmond, Capital of the Commonwealth of Virginia,

**Imogene Schexnayder Berthelot**, a resident of the full age of majority of the Parish of Jefferson, State of Louisiana,

**Charles R. LeBlanc, Jr.**, a resident of the full age of majority of the County of Hancock, State of Mississippi,

**Mildred Schexnayder Orr**, a resident of the full age of majority of the County of Marion, State of Oregon,

**Grace Schexnayder Gough**, a resident of the full age of majority of the Parish of Orleans, State of Louisiana,

**Anne Hyde Lundberg**, a resident of the full age of majority of the County of Henrico, State of Virginia

**John Hyde**, a resident of the full age of majority of the County of Kane, State of Illinois,

**Ellen Hyde Green**, a resident of the full age of majority of the County of Dupage, State of Illinois,

**Bridget Hyde Kaempfer**, a resident of the full age of majority of the County of Cook, State of Illinois,

**Susan Hyde Goonan**, a resident of the full age of majority of the County of Dupage, State of Illinois,

**Nancy Hyde Cross**, a resident of the full age of majority of the County of Cook, State of Illinois,

**Kelly Hyde**, a resident of the full age of majority of the County of Cook, State of Illinois,

**John Bartlett, Jr.**, a resident of the full age of majority of the County of Essex, State of Massachusetts,

**John Sumner Bartlett, III**, a resident of the full age of majority of the County of Essex, State of Massachusetts,

**Deborah King Bartlett Riquir**, a resident of the full age of majority of the County of Essex, State of Massachusetts,

**Richard James Bartlett**, a resident of the full age of majority of the County of Essex, State of Massachusetts,

**Thomas Edmond Bartlett**, a resident of the full age of majority of the County of Plymouth, State of Massachusetts,

**Camille Bartlett Richards**, a resident of the full age of majority of the County of Essex, State of Massachusetts,

**Juanita C. Schexnayder**, a resident of the full age of majority of the County of Williamson, State of Texas,

**Edmond Burcard Schexnayder**, a resident of the full age of majority of the County of Bell, State of Texas,

**Cynthia Anne Schexnayder Steyer**, a resident of the full age of majority of the Parish of Ascension, State of Louisiana,

**Paul Gayden Schexnayder**, a resident of the full age of majority of the County of Muscogee, State of Georgia,

**Camille Marie Schexnayder Toomey**, a resident of the full age of majority of the County of Williamson, State of Texas,

hereinafter referred to as "Lessor", and

**C. F. Industries, Inc.**, a foreign corporation authorized to do and doing business in the State of Louisiana, herein represented by its Vice President/General Manager - Donaldsonville, Louis M. Frey, duly authorized by virtue of a resolution attached hereto and made a part hereof,

hereinafter referred to as "Lessee", for the purpose of leasing a tract of land fronting on the Mississippi River for fleeting and mooring purposes, on the following terms:

C. The property owned by Owner/Lessor is described as follows:

(a) Tract B-6 (162.44') the batture, situated in T-11-S, R-15-E, Ascension Parish, Louisiana, as more particularly described as Tract B-6 on Exhibit A attached hereto and made a part hereof.

B. Lessor herein declare that they are the owners of the above described property, in the following proportions or percentages, to-wit:

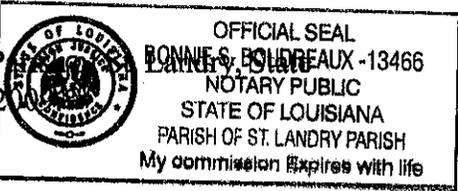
Name	Percentage
Kathy Schexnayder Gauthier 561 Cretian Point Road Sunset, LA 70584	1/24
Anne Schexnayder Hebert 117 Wild Rose Lane Youngsville, LA 70592	1/24
Tom Schexnayder 3623 Woodlynne Place Richmond, VA 23233	1/24
Imogene Schexnayder Berthelot 2207 Metairie Heights Metairie, LA 70001	1/8
Charles R. LeBlanc, Jr. 79296 Diamondhead Drive E Diamondhead, MS 39525	1/8
Mildred Schexnayder Orr 2755 Foxhaven Drive SE Salem, OR 97306	1/8
Grace Schexnayder Gough 1629 Broadway Street New Orleans, LA 70118	1/8
Anne Hyde Lundberg 2401 Adelphi Road Richmond, VA 23229	1/56

John Hyde 36w801 W. Ridgewood Lane St. Charles, IL 60175	1/56
Ellen Hyde Green 348 Brandon Avenue Glen Ellyn, IL 60137	1/56
Bridget Hyde Kaempfer 203 No. Elmhurst Avenue Mount Prospect, IL 60056	1/56
Susan Hyde Goonan 1946 Darling Street Wheaton, IL 60189	1/56
Nancy Hyde Cross 2503 Lawndale Avenue Evanston IL 60201	1/56
Kelly Hyde 10 Superior Street, Apt. 103 Oak Park, IL 60302	1/56
John Bartlett, Jr. No. 10 Paul Avenue Peabody, MA 01960	1/16
John Sumner Bartlett, III 5 Larrabee Avenue Denvers, MA 01923	1/80
Deborah King Bartlett Riquier 14 Juniper Road Gloucester, MA 01930	1/80
Richard James Bartlett No. 10 Paul Avenue Peabody, MA 01960	1/80
Thomas Edmond Bartlett 161 Forest Street Duxbury, MA 02332-2949	1/80

Camille Bartlett Richards 10 Buttonwood Lane Peabody, MA 01960	1/80
Juanita C. Schexnayder 103 Wild Horse Way Georgetown, TX 78633	1/16
Edmond Burcard Schexnayder 1102 North Pearl Street Belton, TX 76513	1/64
Cynthia Anne Schexnayder Steyer 18530 Cottonwood Drive Prairieville, LA 70769	1/64
Paul Gayden Schexnayder 724 First Avenue Columbus, GA 31901	1/64
Camille Marie Schexnayder Toomey 19501 Apple Springs Drive Leander, TX 78641	1/64

- C. The term of this Lease shall be for a primary term of twenty (20) years, commencing on the 15<sup>th</sup> day of September, 2009, and ending on the 14<sup>th</sup> day of September, 2029, with five (5) separate and additional options to re-lease for five (5) additional ten (10) year periods.
- D. This Short Form of Lease Agreement is subject to all of the terms, conditions, stipulations and covenants contained in the more detailed Lease Agreement, entered into and executed by the parties hereto, and which original Lease Agreement is hereby incorporated herein and made part hereof by referenced thereto, as thought set forth herein in full.
- E. This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

IN WITNESS WHEREOF, witness the signature of Lessor in the Parish of Louisiana, on this 2nd day of September, 2009.



WITNESSES:

Darrell Boudreaux  
DARRELL BOUDREAUX

Louise S. Boudreaux  
LOUISE S. BOUDREAUX

LESSOR:

Kathy Schexnayder Gauthier  
KATHY SCHEXNAYDER GAUTHIER

IN WITNESS WHEREOF, witness the signature of Lessor in the Parish of Lafayette, State of Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

LESSOR:

ANNE SCHEXNAYDER HEBERT

IN WITNESS WHEREOF, witness the signature of Lessor in the City of Richmond, Capital of the Commonwealth of Virginia, on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

LESSOR:

TOM SCHEXNAYDER

IN WITNESS WHEREOF, witness the signature of Lessor in the Parish of Jefferson, State of Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

LESSOR:

IMOGENE SCHEXNAYDER BERTHELOT

CF INDUSTRIES, INC.

Certificate of Secretary

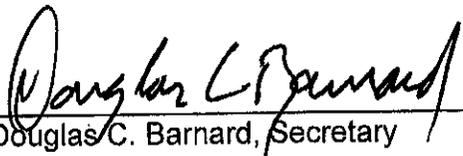
I, Douglas C. Barnard, Secretary of CF INDUSTRIES, INC., a Delaware corporation (the "Corporation"), hereby certify that Stephen R. Wilson is the President and Chief Executive Officer of the Corporation and, as President and Chief Executive Officer, has been duly authorized under the By-Laws of the Corporation to authorize other officers of the Corporation to sign and execute documents.

I certify further that Stephen R. Wilson, pursuant to such authority vested in him, has designated Louis M. Frey, Vice President and General Manager, Donaldsonville Nitrogen Complex, to execute the documents listed below for and on behalf of the Corporation:

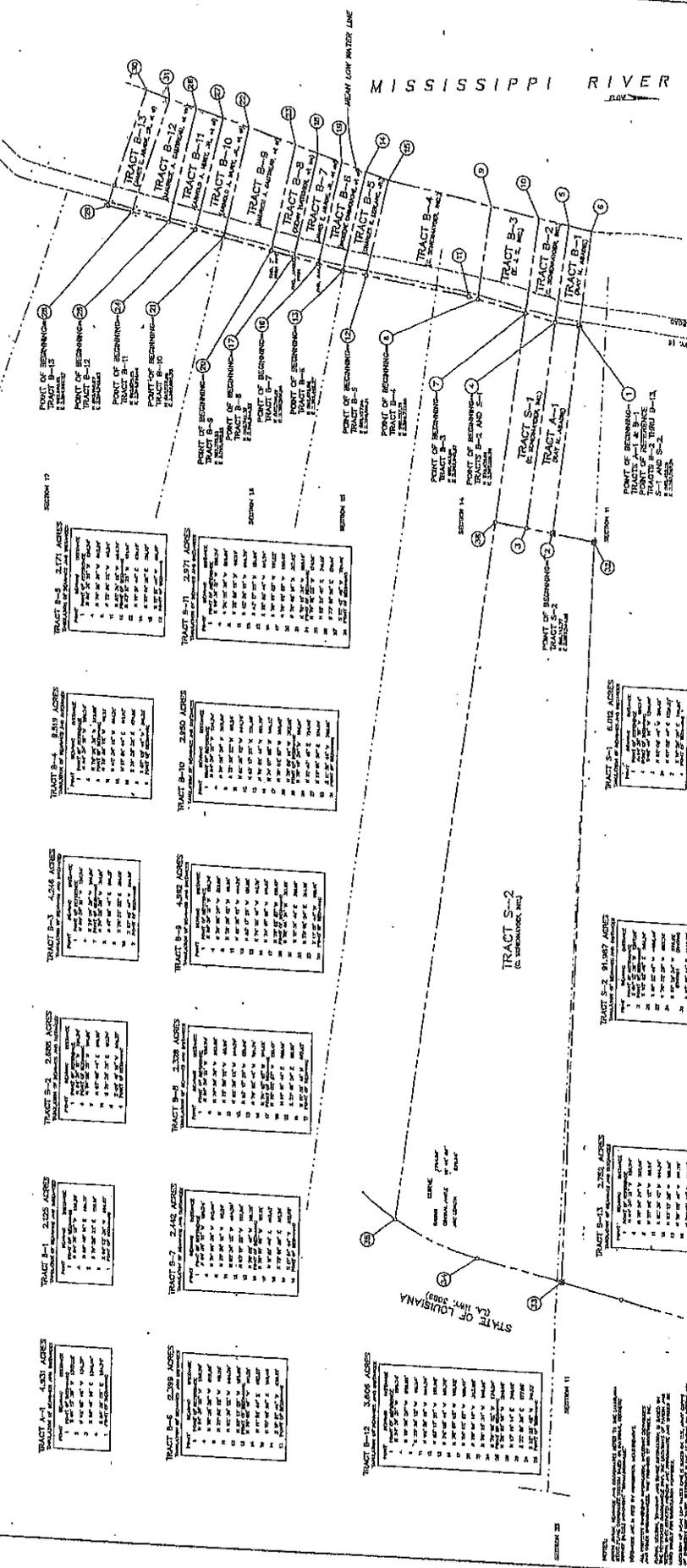
1. Lease Agreement between Ray F. Abadie, et al to CF Industries, Inc. on Tract B-1
2. Short Form Notice of Lease Agreement between Ray F. Abadie, et al to CF Industries, Inc. on Tract B-1
3. Lease Agreement between C. Schexnayder, Inc. to CF Industries, Inc. on Tract B-2
4. Short Form Notice of Lease Agreement between C. Schexnayder, Inc. to CF Industries, Inc. on Tract B-2
5. Lease Agreement between EJS, Inc. to CF Industries, Inc. on Tract B-3
6. Short Form Notice of Lease Agreement between EJS, Inc. to CF Industries, Inc. on Tract B-3
7. Lease Agreement between C. Schexnayder, Inc. to CF Industries, Inc. on Tract B-4
8. Short Form Notice of Lease Agreement between C. Schexnayder, Inc. to CF Industries, Inc. on Tract B-4
9. Lease Agreement between Charles R. LeBlanc, Jr. to CF Industries, Inc. on Tract B-5
10. Short Form Notice of Lease Agreement between Charles R. LeBlanc, Jr. to CF Industries, Inc. on Tract B-5
11. Lease Agreement between Thomas A. Schexnayder, et al to CF Industries, Inc. on Tract B-6
12. Short Form Notice of Lease Agreement between Thomas A. Schexnayder, et al to CF Industries, Inc. on Tract B-6
13. Lease Agreement between James E. Abadie, Sr., et al to CF Industries, Inc. on Tract B-7
14. Short Form Notice of Lease Agreement between James E. Abadie, Sr., et al to CF Industries, Inc. on Tract B-7
15. Lease Agreement between Floyd J. Falcon, Jr., et al to CF Industries, Inc. on Tract B-8

16. Short Form Notice of Lease Agreement between Floyd J. Falcon, Jr., et al to CF Industries, Inc. on Tract B-8
17. Lease Agreement between Clare Gautreau Blanchard, et al to CF Industries, Inc. on Tract B-9
18. Short Form Notice of Lease Agreement between Clare Gautreau Blanchard, et al to CF Industries, Inc. on Tract B-9
19. Lease Agreement between Arnold A. Mury, Jr., et al to CF Industries, Inc. on Tract B-10
20. Short Form Notice of Lease Agreement between Arnold A. Mury, Jr., et al to CF Industries, Inc. on Tract B-10
21. Lease Agreement between Arnold A. Mury, Jr., et al to CF Industries, Inc. on Tract B-11
22. Short Form Notice of Lease Agreement between Arnold A. Mury, Jr., et al to CF Industries, Inc. on Tract B-11
23. Lease Agreement between Maurice A. Gautreau, et ux to CF Industries, Inc. on Tract B-12
24. Short Form Notice of Lease Agreement between Maurice A. Gautreau, et ux to CF Industries, Inc. on Tract B-12
25. Lease Agreement between James E. Abadie, Sr., et al to CF Industries, Inc. on Tract B-13
26. Short Form Notice of Lease Agreement between James E. Abadie, Sr., et al to CF Industries, Inc. on Tract B-13

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Corporation this 24<sup>th</sup> day of August, 2009.

  
\_\_\_\_\_  
Douglas C. Barnard, Secretary

ASCENSION PARISH, LOUISIANA  
T-11-S R-15-E



CF INDUSTRIES, INC.  
DONALDSONVILLE NITROGEN COMPLEX  
BOUNDARY SURVEY OF THE  
SCHEXNAYDER & BAITURE TRACTS  
DONALDSONVILLE COMPLEX

Hyatt & Cousins, Inc.  
Professional Surveyors & Engineers  
Ascension Parish, Louisiana

DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]  
DATE: SEPTEMBER 22, 2008 DWS, INC. 012-459-01

**PRELIMINARY**  
FOR DISCUSSION PURPOSES ONLY

THIS SURVEY AND THE INFORMATION CONTAINED HEREIN IS UNOFFICIAL AND NOT FOR CONSTRUCTION PURPOSES. IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN NECESSARY PERMITS AND TO VERIFY THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE SURVEYOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



**LEGEND**

- POINT OF BEGINNING
- POINT OF BEGINNING
- POINT OF BEGINNING

END OF DOCUMENT APCC

EXHIBIT  
A



1220 Augusta Drive  
Suite 500  
Houston, TX 77057

Tel: 713 570-3000  
www.crowncastle.com

February 12, 2009

C. Schexnayder, Inc.  
Raymond Gautreau  
P.O. Box 1676  
Donaldsonville, LA 70346

Re: BUN 811825 - Site Name: BTR DON (Donaldson) NOR039

Dear Mr. Gautreau:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement that is to be memorialized between Crown Castle South LLC, a Delaware limited liability company ("Crown"), on behalf of New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Lessee") and C. Schexnayder, Inc. ("Lessor"), to modify, among other things, the length of the term in the lease agreement between the Lessor and Lessee dated June 30, 1994, as may be amended ("Lease") for property located in Donaldsonville, Ascension Parish, Louisiana ("Property").

For and in consideration of One Hundred Dollars (\$100.00) to be paid to Lessor by Crown on behalf of Lessee within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Lessor and Lessee will enter into an amendment to the Lease ("Lease Amendment") wherein the term of the Lease will be modified. The Lease currently provides, in section four that there are two remaining renewal terms and the length of those renewal terms is 5 years each. That Lease section will be amended to add four (4), 5-year automatically renewing terms and one 4-year term. The new final Lease expiration date will be February 28, 2044.

2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:

- a) Annual rent scheduled to be paid March 1, 2009 shall be increased to \$6,699.96. This annual rent shall actually be paid no later than May 1, 2009. On March 1, 2010 annual rent shall be increased to \$7,899.96. On March 1, 2011 annual rent shall be increased to \$9,099.96. On March 1, 2012 annual rent shall be increased to \$10,299.96. On March 1, 2013 rent shall be increased to \$11,499.96.
- b) Notwithstanding point 2.a of this agreement when a new tenant is added to the tower, or on March 1, 2014, whichever is sooner, annual rent will be increased to \$12,000 per year.
- c) On March 1, 2015, and every year thereafter (the "Adjustment Date"), the Rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average ("CPI-U") indicator and shall be determined by dividing the CPI-U indicator published 3 months prior to the Adjustment Date, by the CPI-U indicator published 1 years and 3 months prior to the Adjustment Date, and multiply the resultant number by the monthly lease rental amount of the most recent past rent. Under no

circumstances shall the adjustment be more than 3.5%. Under no circumstances shall the adjustment result in a decrease in rent.

- d) If, during the Option Period or Lease term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Lease Agreement including rent, or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's property of which the Premises is a part ("Lessor's Property") is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Premises or a perpetual easement for the Premises. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Lease Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

3. Lessor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

4. Upon receipt of this Letter Agreement evidencing Lessor's acceptance of the terms herein, Lessee shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property committee, Lessee shall prepare the Lease Amendment and Lessor shall execute the same without any unreasonable delay.

5. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Lessor and Lessee each will pay their own out-of-pocket expenses.

6. Notwithstanding anything to the contrary contained herein, Lessee has the complete right to terminate this Letter Agreement for any or no reason at any time prior to full execution of the Lease Amendment, without damages.

7. Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents, including but not limited to the Lease Amendment, required by this Letter Agreement. From the date of this Letter Agreement through the date that Lessor executes the Lease Amendment, Lessor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Lessor shall promptly notify Lessee if any representation or warranty is or possibly may not be true or correct. Lessor's representations, warranties and covenants shall survive following the full execution of the Lease Amendment.

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Lessor:  
C. Schexnayder, Inc.

Lessor:  
C. Schexnayder, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Lessor:  
C. Schexnayder, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Lessor:  
C. Schexnayder, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Crown:  
Crown Castle South LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

1cc

**PREPARED OUT-OF-STATE BY:**

David F. Webber  
Singleton Cooksey LLP  
Attorneys at Law  
6363 Woodway, Suite 610  
Houston, Texas 77057

INSTRUMENT # 00740770  
FILED AND RECORDED  
ASCENSION CLERK OF COURT  
2010 JAN 26 09:59:45 AM  
COB.  MOIS  OTHER

*Blandry*

DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

**After Recording return to:**

Myron Lampkin  
Stewart National Title Services  
1980 Post Oak Blvd., Suite 610  
Houston, TX 77056

**RE:**

Tax Parcel #: \_\_\_\_\_

Cross Reference:

DEPUTY CLERK  
SLIPPT02

COB 544, Page 381  
Conveyance Office Records of  
Ascension Parish, Louisiana

**MEMORANDUM OF FIRST AMENDMENT TO  
OPTION AND LEASE AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (the "Memorandum"), dated as of the latter of the signature dates below (the "Effective Date"), by and between C. SCHEXNAYDER, INC., a Louisiana corporation ("Lessor"), having a mailing address of P.O. Box 1676, Donaldsonville, Louisiana 70346, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (the successor by December 31, 2004 merger with BellSouth Mobility, LLC, f/k/a BellSouth Mobility, Inc.) ("Tenant"), having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004.

WITNESSETH:

WHEREAS, Lessor and Tenant entered into that certain Option and Lease Agreement dated June 30, 1994 (the "Lease"), whereby Lessor conveyed a lease to Tenant for a portion of land consisting of approximately 5,000 square feet in Ascension Parish, Louisiana, together with access and utility easements thereto (the "Property"), as more particularly described in the Lease and that certain Memorandum of Lease dated on or about July 10, 1995, which was recorded on or about August 3, 1995 in COB 544, Page 381 in the Conveyance Office Records of Ascension Parish, Louisiana; and

WHEREAS, the Lease had an initial term that commenced on March 1, 1995 and terminated on February 29, 2000 (defined herein as the "Initial Term"). The Lease provides for four (4) renewal terms of five (5) years each (each defined herein as an "Extension Term"), with the final Extension Term terminating on February 29, 2020 (the "Original Term"); and

WHEREAS, the Lessor and Tenant entered into that certain First Amendment to Option and Lease Agreement dated as of the day hereof (herein, the "Amendment"), in order to, among

4

other things, extend the term of the Lease, all upon the terms and conditions more fully set forth therein.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the undersigned parties, intending to be bound, agreed in the Amendment as follows:

1. Initial Term Commencement Date. The parties ratified and affirmed in the Amendment that the commencement date for the Initial Term of the Lease was March 1, 1995.

2. Extension Terms. Paragraph 4 of the Lease was modified in the Amendment such that the Lease will be renewed for five (5) additional periods, with the first (1<sup>st</sup>) through the fourth (4<sup>th</sup>) of said additional periods continuing for five (5) years each, and the fifth (5<sup>th</sup>) of said additional periods continuing for four (4) years [the final Extension Term will expire February 29, 2044], upon the terms and conditions set forth in the Lease.

3. Right of First Refusal. The Lease was modified in the Amendment to grant Tenant the right of first refusal in the event that Lessor receives an offer to acquire any interest in the Property, under the terms and conditions set forth in the Lease, as amended.

4. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Amendment and/or the Lease, as applicable.

5. No Other Amendments. Except as expressly modified by the Amendment, the Lease remains unchanged and in full force and effect.

6. Lease Controls. This Memorandum summarizes, for purposes of the public record, certain rights granted to Tenant in the Lease by virtue of the Amendment, and this Memorandum does not and it should not be interpreted to amend, amplify or diminish any of the terms and provisions contained in the Lease (as amended). The parties agree and intend that the terms and provisions contained in the Lease (as amended) shall control in the event of any conflict between any sentence contained in this Memorandum and the terms and provisions contained in the Lease (as amended).

7. Counterparts. This Memorandum may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or same counterpart.

8. Recordation. Tenant, at its cost and expense, shall have the right to record this Memorandum in the public records of Ascension Parish, Louisiana, upon the terms and conditions set forth in the Amendment.

**[Signature Pages to Follow]**

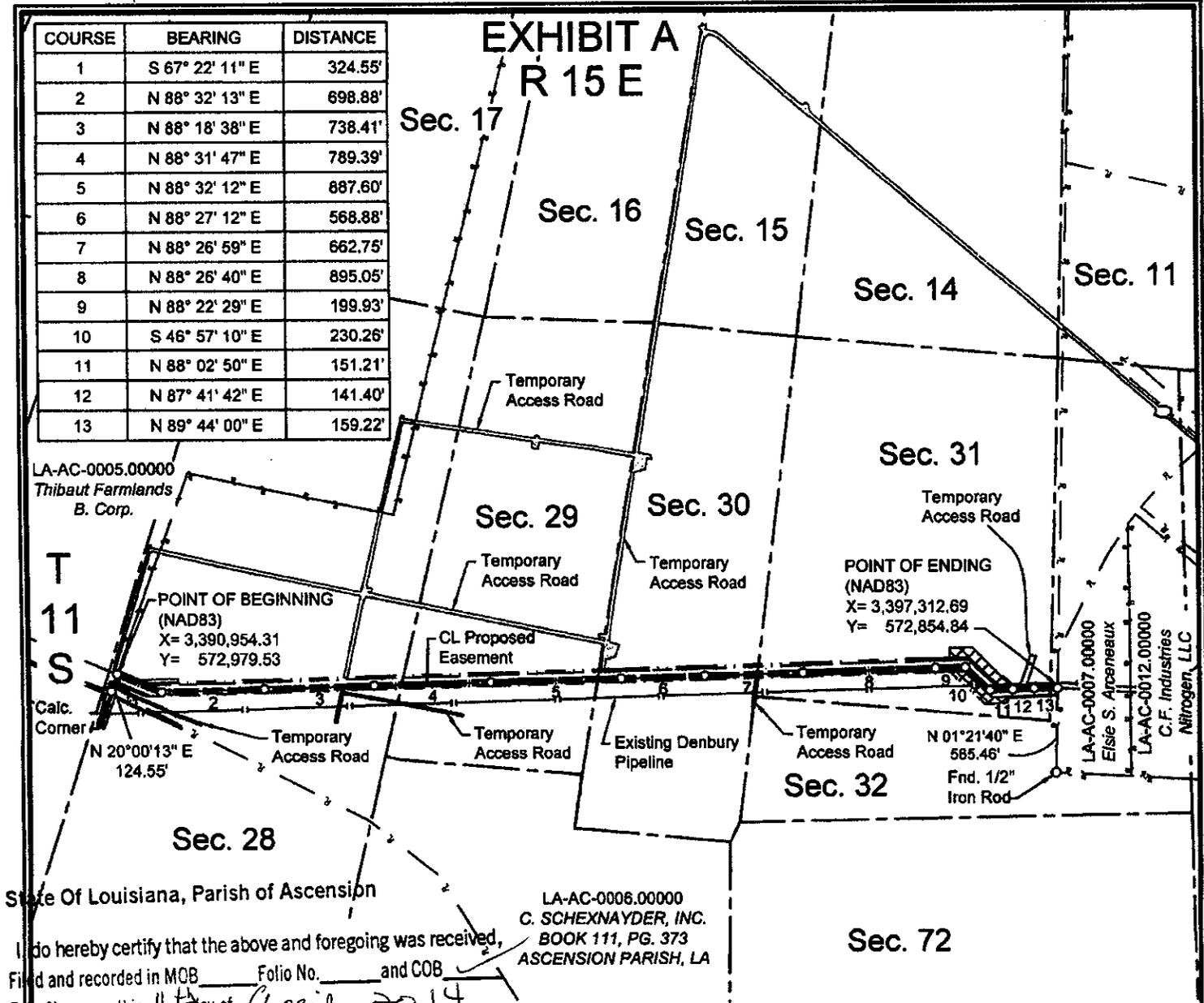




# 848211

COURSE	BEARING	DISTANCE
1	S 67° 22' 11" E	324.55'
2	N 88° 32' 13" E	698.88'
3	N 88° 18' 38" E	738.41'
4	N 88° 31' 47" E	789.39'
5	N 88° 32' 12" E	887.60'
6	N 88° 27' 12" E	568.88'
7	N 88° 26' 59" E	662.75'
8	N 88° 26' 40" E	895.05'
9	N 88° 22' 29" E	199.93'
10	S 46° 57' 10" E	230.26'
11	N 88° 02' 50" E	151.21'
12	N 87° 41' 42" E	141.40'
13	N 89° 44' 00" E	159.22'

**EXHIBIT A  
R 15 E**



I do hereby certify that the above and foregoing was received,  
 Filed and recorded in MCB Folio No. \_\_\_\_\_ and COB  
 Folio No. \_\_\_\_\_ this 16<sup>th</sup> day of April 2014

LA-AC-0006.00000  
**C. SCHEXNAYDER, INC.**  
 BOOK 111, PG. 373  
 ASCENSION PARISH, LA

**LEGEND**

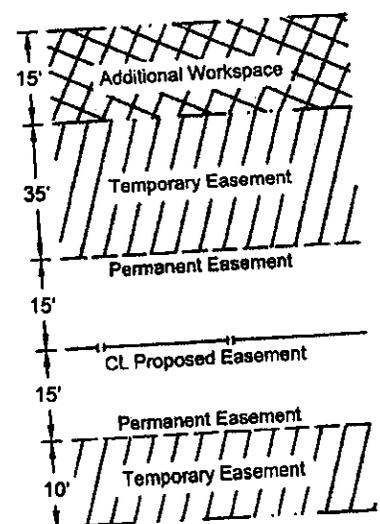
- Section Line
  - - - Property Line
  - CL Proposed Easement = 6,447.53' (390.76 Rods)
  - 30' Permanent Easement = 4.44 Acres
  - Temporary Easement = 8.66 Acres
  - Additional Workspace = 3.55 Acres
  - Temporary Access Road = 7.25 Acres
- Total = 21.90 Acres**

*Kenneth H. Bourque*  
 Clerk and Recorder

*Rex R. Jones*  
 Professional Land Surveyor  
 Registration No. 4873

**NOTES:**

- This plat is not a property boundary survey or easement plat and as such does not comply with the "Minimum Standards for Property Boundary Surveys" as adopted by the Louisiana Professional Engineering Land Surveying Board. This plat is intended for exhibit purposes only.
- Parcel lines as depicted hereon were not field verified, provided by a Right-Of-Way Service Company, and are for preliminary negotiation purposes only.
- Easement depicted hereon is preliminary and is subject to change regarding dimension and location.
- Parcels limits represented hereon may not be inclusive of all property owned by landowner noted.



**RIGHT OF WAY**  
No Scale



**ACADIAN GAS PIPELINE SYSTEM**  
**Proposed Pipeline Easement**  
 Across the Property Belonging to C. Schexnayder, Inc.  
 CONTAINING 6,447.53 FEET (390.76 RODS)  
 SECTIONS 28, 29, 30, & 31, T11S-R15E  
 ASCENSION PARISH, LOUISIANA

DRAWN BY: TPD		REVISIONS	
PROJ. MGR.: LJB	No.	DATE:	REVISED BY:
DATE: 12/04/2013	No.	DATE:	REVISED BY:
FILENAME: T:\2013\2132495\DWG\ROWAscension\Certified\LA-AC-0006.00000.dwg			



135 Regency Sq. Lafayette, LA 70508  
 Ph. 337-237-2200 Fax. 337-232-3299  
 www.fenstermaker.com